



MUNICIPAL DISTRICT OF GREENVIEW No. 16

REGULAR COUNCIL MEETING AGENDA

August 22, 2023

9:00 a.m.

Administration Building
Valleyview, AB

#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		
#3	MINUTES		
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	3.2 Business Arising from Minutes		
#4	PUBLIC HEARING	4.1 Bylaw 23-948 Public Hearing	28
#5	DELEGATION		
#6	BYLAWS		
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	6.2 Bylaw 23-951 Business License Bylaw		58
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#9	CLOSED SESSION	
	9.1 Alberta Transportation Update Disclosure Harmful to Intergovernmental Relations Section 21, FOIP	
	9.2 Recycle Waste and Confidential Shredding Disclosure Harmful to Business Interests of a Third Party Section 16, FOIP	
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	9.4 Grovedale Arena Advice from Officials Section 24, FOIP	
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	<ul style="list-style-type: none"> • Ward 1 • Ward 2 • Ward 3 • Ward 4 • Ward 5 • Ward 6 	

- Ward 7
- Ward 8
- Ward 8
- Ward 9
- Ward 9

#11 ADJOURNMENT

Minutes of a
REGULAR COUNCIL MEETING
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
Greenview Administration Building,
Valleyview, Alberta on Tuesday, July 25, 2023

#1
CALL TO ORDER

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

PRESENT

Ward 9	Reeve Tyler Olsen
Ward 8	Deputy Reeve Bill Smith
Ward 1	Councillor Winston Delorme (virtual)
Ward 2	Councillor Ryan Ratzlaff
Ward 4	Councillor Dave Berry
Ward 5	Councillor Dale Smith
Ward 6	Councillor Tom Burton
Ward 7	Councillor Jennifer Scott
Ward 8	Councillor Christine Schlieff
Ward 9	Councillor Duane Didow

ATTENDING

Chief Administrative Officer	Stacey Wabick
Director, Corporate Services	Ed Kaemingh
Director, Planning & Economic Development	Martino Verhaeghe
Director, Community Services	Michelle Honeyman
Acting Director, Infrastructure and Engineering	Josh Friesen
Recording Secretary	Wendy Holscher
Legislative Services Officer	Sarah Sebo
Manager, Communications	Stacey Sevilla

ABSENT

Ward 3	Councillor Sally Rosson
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#2
AGENDA

MOTION: 23.07.400 Moved by: COUNCILLOR CHRISTINE SCHLIEF
That Council adopt the Agenda of the July 25, 2023, Regular Council Meeting as amended.

- Add Agenda item 9.2 Disclosure Harmful to Business Interests of a Third Party.
- Move Agenda Item 9.1 to Open Session

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**#3
MINUTES**

MOTION: 23.07.401 Moved by: COUNCILLOR JENNIFER SCOTT

That Council adopt the minutes of the July 11, 2023, Regular Council Meeting as amended.

- Identify where the spelling mistake was in the agreement (as per agreement)

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**BUSINESS ARISING
FROM THE MINUTES**

BUSINESS ARISING FROM MINUTES

Councillor Dale Smith: JUPA agreement – has it been signed or sent to them.
Director Martino Verhaeghe: Motion was deferred until a meeting can take place.

6.2 WATER TREATMENT FACILITY BORROWING BYLAW

**BYLAW 23-949
1ST READING**

MOTION: 23.07.402 Moved by: DEPUTY REEVE BILL SMITH

That Council give first reading to Bylaw 23-949 “Water Treatment Facility” Borrowing Bylaw, as amended.

- Correction made (see Cara for amendment)
- Rename “Grande Cache Wastewater Borrowing Bylaw”

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**BYLAW 23-949
2ND READING**

MOTION: 23.07.403 Moved by: COUNCILLOR DALE SMITH

That Council give second reading to Bylaw 23-949 “Grande Cache Wastewater Borrowing Bylaw”, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

4.0 PUBLIC HEARING

4.1 PUBLIC HEARING BYLAW 23-944 PUBLIC HEARING

Chair Tyler Olsen opened the Public Hearing regarding Bylaw No. 23-944 at 9:17 a.m.

IN ATTENDANCE

Jan Sotocinal

Neil Walsh, Applicant (behalf of Jackie Aiken)

**REFERRAL AGENCY &
ADJACENT
LANDOWNER
COMMENTS**

Received 2 comments from AB Transportation and Greenview Environmental Services

- No concerns noted.

**APPLICANT
BACKGROUND
INFORMATION
QUESTIONS FROM
COUNCIL**

The Chair called for any questions from Council.

- Councillor Schlieff: Did P&D look into the fact that the title at one time did have the parcel separate.
- Jan Sotocinal: they did look into it but could not find any documentation.

IN FAVOUR

The Chair requested that anyone in favour of the application come forward.

- None Heard

OPPOSED

The Chair requested that anyone opposed of the application come forward.

- None Heard

**QUESTIONS FROM
THE APPLICANT OR
PRESENTER**

The Chair called for any questions from the Applicant or those that had spoke in favour or against the application.

- None heard

**FAIR & IMPARTIAL
HEARING**

The Chair asked the Applicant if they had a fair and impartial hearing.

- The chair did not ask at this time.

CLOSING BYLAW

Chair Tyler Olsen closed the Public Hearing regarding Bylaw No. 23-944 closed at 9:27 a.m.

6.0 BYLAWS

6.1 BYLAW NO. 23-944 – REDISTRICTING PART OF SE 11-70-26-W5M FROM AGRICULTURAL ONE (A-1) DISTRICT TO COUNTRY RESIDENTIAL ONE (CR-1) DISTRICT

BYLAW 23-944
2nd Reading

MOTION: 23.07.404 Moved by: COUNCILLOR TOM BURTON

That Council give second reading to Bylaw 23-944, being a Land Use Bylaw Amendment, to rezone a 1.94-hectare (4.80-acre) area within SE 11-70-26-W5M from Agricultural One (A-1) district to Country Residential One (CR-1) district, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

BYLAW 23-944
3rd Reading

MOTION: 23.07.405 Moved by: COUNCILLOR DALE SMITH

That Council give third reading to Bylaw 23-944, being a Land Use Bylaw Amendment, to rezone a 1.94-hectare (4.80-acre) area within SE 11-70-26-W5M from Agricultural One (A-1) district to Country Residential One (CR-1) district, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

7.1 Q2 2023 FINANCIAL REPORTING

Q2 FINANCIAL
REPORTING

MOTION: 23.07.405 Moved by: COUNCILLOR RYAN RATZLAFF

That Council accepts the Operating, Capital, and Reserve reports for the period ending June 30th, 2023, for information as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

Reeve Olsen recessed the meeting at 10:05 a.m.

Reeve Olsen reconvened the meeting at 10:15 a.m.

7.2 TAX RECOVERY – PUBLIC LAND

RESERVE BIDS

MOTION: 23.07.406 Moved by: COUNCILLOR TOM BURTON

That Council set the reserve bid terms and conditions that apply to the public sale of land as per the attached advertisement.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.407 Moved by: COUNCILLOR TOM BURTON

That Council set the Tax Recovery Public Auction Date for Monday, September 25, 2023, at 9:00 A.M. Mountain Standard Time, to be held in Council Chambers at Valleyview Administration building (4806 36 Ave), for the sale of the following properties:

ROLL	LEGAL	PLAN	BLOCK	LOT	C OF T	RESERVE BID
37815	NW-21-70-22-W5	879JY	OT		182099512	\$ 50,000
37820	SW-21-70-22-W5	2418KS	OT		182099509	\$ 6,000
40358	SW-21-70-22-W5	2755KS	2		182099511	\$ 40,000
309190	NW-2-71-2-W6	9925124		1	182267241	\$ 130,000
309758	SW-16-66-21-W5	0722582	1	1	132028634	\$ 75,000
317413	SE-21-69-6-W6	1026388	2	2	122254567	\$ 170,000
479000	33-56-8-W6	2769RS	18	3	072395889	\$ 220,000
1146000		7722953	26	107	132283807	\$ 210,000
1166000		7722953	26	127	052519211	\$ 215,000

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

WAIVE PENALTIES

7.3 REQUEST TO WAIVE PENALTIES ON TAX ROLL 319350

MOTION: 23.07.408 Moved by: COUNCILLOR DUANE DIDOW

That Council take no action on the request to waive July 2022 and January 2023 penalties in the amount of \$367.99 on tax roll 319350.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

WAIVE PENALTIES

7.4 REQUEST TO WAIVE PENALTIES - TAX ROLL 103025

MOTION: 23.07.409 Moved by: COUNCILLOR TOM BURTON

That Council take no action on the request to waive July 1, 2022, penalties in the amount of \$1,010.56 on tax roll 103025.

FOR: Councillor Burton

AGAINST: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

CARRIED

MOTION: 23.07.410 Moved by: COUNCILLOR WINSTON DELORME

That Council waive July 1, 2022, penalties in the amount of \$1,010.56 on tax roll 103025, due to extenuating circumstances.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

AGAINST: Councillor Burton

CARRIED

Councillor Burton declares conflict of interest, exits the meeting at 10:49 a.m.

RMA DISTRICT 4

7.5 FOLLOW UP ACTIONS FROM RMA DISTRICT 4

MOTION: 23.07.411 Moved by: COUNCILLOR DAVE BERRY

That Council review the "Chair and Vice Chair Roles and Responsibilities" and provide comments back to the committee before the August 11, 2023, District 4 Meeting.

- Provide comments to the board to leave the Director and Chair as one person.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

MOTION: 23.07.412 Moved by: DEPUTY REEVE BILL SMITH

That the MD of Greenview Council direct Administration to notify the RMA District 4 Chair of Councils wish to have one person represent chair and vice chair roles and responsibilities.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

MOTION: 23.07.413 Moved by: COUNCILLOR JENNIFER SCOTT

That the MD of Greenview Council reviewed the "District 4 Bylaw" and has directed Administration to provide the following comments back to the committee before the August 11, 2023, District 4 Meeting.

- Change E 12. Nominations of Chair and Vice Chair to reflect the director and chair as one.
- Put a clause that membership of RMA is tied to 25% of Council attending the district meetings for the district business portion of the meeting.
- 1 day only meetings.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

Councillor Burton re-entered the meeting at 11:03 a.m.

7.6 ASSESSMENT REVIEW BOARD MEMBER APPOINTMENTS

ARB APPOINTMENTS

MOTION: 23.07.413 Moved by: COUNCILLOR RYAN RATZLAFF

That Council appoints Darrel Delisle and Roland Cailliau to the Assessment Review Board for a three-year term until the Annual Organizational Meeting in 2026.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

HITCH IMPLEMENT

7.7 3 PT HITCH IMPLEMENT CADDY

MOTION: 23.07.414 Moved by: COUNCILLOR DUANE DIDOW

That Council approves the purchase of 1 (one) implement caddy instead of 2 (two) utility trailers for project AG23002 to be funded from the Agricultural Services 2023 capital budget.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**VV RURAL
WATERLINE**

7.8 VALLEYVIEW RURAL WATERLINE EXTENSION FEASIBILITY REPORT

MOTION: 23.07.415 Moved by: COUNCILLOR JENNIFER SCOTT

That Council accept the Feasibility Report on the extension of the Valleyview Rural Waterline on Township Road 700 to the Forestry Camp NW-32-69-22-W5 for information, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MAIN STREET LOFTS

7.9 MAIN STREET LOFTS

MOTION: 23.07.416 Moved by: COUNCILLOR DAVE BERRY

That Council direct Administration to present a report to Council by end of March 2024 or sooner regarding the Main Street Loft properties in Grande Cache, outlining current ownership of the properties, an in-depth study of the structural integrity, adherence to building and safety codes, and a cost analysis of repair versus demolition.

FOR: Reeve Olsen, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

AGAINST: Deputy Reeve Bill Smith

CARRIED

7.10 REMEDIATION OF WEED SPREADING

MOTION: 23.07.417 Moved by: DEPUTY REEVE BILL SMITH

That Council directs Administration to investigate steps for remediation and prevention of weed spreading in the mat cleaning and storage yard in the industrial park in the Hamlet of Grovedale.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

7.11 GREENVIEW FIRE RESCUE SERVICES – VALLEYVIEW RURAL LEVELS OF SERVICE

MOTION: 23.07.418 Moved by: REEVE TYLER OLSEN

That Council direct Administration to prepare a report for Council for the purpose of reviewing current levels of service provided by the Greenview Fire Rescue Services for the Valleyview Rural area and potential options to provide matching levels of service throughout Greenview if disparity is discovered.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.419 Moved by: REEVE TYLER OLSEN

That the meeting go to Closed Session, at 11:50 p.m. pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection 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 Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.420 Moved by: COUNCILLOR TOM BURTON

That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 12:16 p.m.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

Reeve Olsen recessed the meeting at 12:18 p.m.

Reeve Olsen reconvened the meeting at 1:00 p.m.

Councillor Burton exit the meeting at 12:50 p.m.

7.12 GRANDE CACHE RECREATION CENTRE MAINT. CONTRACT

MOTION: 23.07.421 Moved by: COUNCILLOR DUANE DIDOW

That Council awards the 3-Year Maintenance and Mechanical Services Agreement to Nordic Mechanical Services LTD, in the amount of \$149,382.00 plus GST, with 2023 funds in the amount of \$37,465.50 plus GST to come from the 2023 Recreation Services – Grande Cache Facilities Operations budget.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

8.0 NOTICE OF MOTION

9.0 CLOSED SESSION

MOTION: 23.07.422 Moved by: COUNCILLOR JENNIFER SCOTT

That the meeting go to Closed Session, at 1:09 p.m. pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection 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 Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

**9.2 DISCLOSURE HARMFUL TO BUSINESS INTERESTS OF A THIRD PARTY
SANDY BAY RECOVERY**

9.0 OPEN SESSION

MOTION: 23.07.423 Moved by: COUNCILLOR DALE SMITH

That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 1:43 p.m.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

Minutes of a
REGULAR COUNCIL MEETING
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
Greenview Administration Building,
Valleyview, Alberta on Tuesday, July 25, 2023

#1
CALL TO ORDER

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

PRESENT

Ward 9	Reeve Tyler Olsen
Ward 8	Deputy Reeve Bill Smith
Ward 1	Councillor Winston Delorme (virtual)
Ward 2	Councillor Ryan Ratzlaff
Ward 4	Councillor Dave Berry
Ward 5	Councillor Dale Smith
Ward 6	Councillor Tom Burton
Ward 7	Councillor Jennifer Scott
Ward 8	Councillor Christine Schlieff
Ward 9	Councillor Duane Didow

ATTENDING

Chief Administrative Officer	Stacey Wabick
Director, Corporate Services	Ed Kaemingh
Director, Planning & Economic Development	Martino Verhaeghe
Director, Community Services	Michelle Honeyman
Acting Director, Infrastructure and Engineering	Josh Friesen
Recording Secretary	Wendy Holscher
Legislative Services Officer	Sarah Sebo
Manager, Communications	Stacey Sevilla

ABSENT

Ward 3	Councillor Sally Rosson
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AGENDA

MOTION: 23.07.400 Moved by: COUNCILLOR CHRISTINE SCHLIEF
That Council adopt the Agenda of the July 25, 2023, Regular Council Meeting as amended.

- Add Agenda item 9.2 Disclosure Harmful to Business Interests of a Third Party.
- Move Agenda Item 9.1 to Open Session

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**#3
MINUTES**

MOTION: 23.07.401 Moved by: COUNCILLOR JENNIFER SCOTT

That Council adopt the minutes of the July 11, 2023, Regular Council Meeting as amended.

- Identify where the spelling mistake was in the agreement (as per agreement)

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**BUSINESS ARISING
FROM THE MINUTES**

BUSINESS ARISING FROM MINUTES

Councillor Dale Smith: JUPA agreement – has it been signed or sent to them.
Director Martino Verhaeghe: Motion was deferred until a meeting can take place.

6.2 WATER TREATMENT FACILITY BORROWING BYLAW

**BYLAW 23-949
1ST READING**

MOTION: 23.07.402 Moved by: DEPUTY REEVE BILL SMITH

That Council give first reading to Bylaw 23-949 “Water Treatment Facility” Borrowing Bylaw, as amended.

- Correction made (see Cara for amendment)
- Rename “Grande Cache Wastewater Borrowing Bylaw”

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**BYLAW 23-949
2ND READING**

MOTION: 23.07.403 Moved by: COUNCILLOR DALE SMITH

That Council give second reading to Bylaw 23-949 “Grande Cache Wastewater Borrowing Bylaw”, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

4.0 PUBLIC HEARING

4.1 PUBLIC HEARING BYLAW 23-944 PUBLIC HEARING

Chair Tyler Olsen opened the Public Hearing regarding Bylaw No. 23-944 at 9:17 a.m.

IN ATTENDANCE

Jan Sotocinal

Neil Walsh, Applicant (behalf of Jackie Aiken)

**REFERRAL AGENCY &
ADJACENT
LANDOWNER
COMMENTS**

Received 2 comments from AB Transportation and Greenview Environmental Services

- No concerns noted.

**APPLICANT
BACKGROUND
INFORMATION
QUESTIONS FROM
COUNCIL**

The Chair called for any questions from Council.

- Councillor Schlieff: Did P&D look into the fact that the title at one time did have the parcel separate.
- Jan Sotocinal: they did look into it but could not find any documentation.

IN FAVOUR

The Chair requested that anyone in favour of the application come forward.

- None Heard

OPPOSED

The Chair requested that anyone opposed of the application come forward.

- None Heard

**QUESTIONS FROM
THE APPLICANT OR
PRESENTER**

The Chair called for any questions from the Applicant or those that had spoke in favour or against the application.

- None heard

**FAIR & IMPARTIAL
HEARING**

The Chair asked the Applicant if they had a fair and impartial hearing.

- The chair did not ask at this time.

CLOSING BYLAW

Chair Tyler Olsen closed the Public Hearing regarding Bylaw No. 23-944 closed at 9:27 a.m.

6.0 BYLAWS

6.1 BYLAW NO. 23-944 – REDISTRICTING PART OF SE 11-70-26-W5M FROM AGRICULTURAL ONE (A-1) DISTRICT TO COUNTRY RESIDENTIAL ONE (CR-1) DISTRICT

BYLAW 23-944
2nd Reading

MOTION: 23.07.404 Moved by: COUNCILLOR TOM BURTON

That Council give second reading to Bylaw 23-944, being a Land Use Bylaw Amendment, to rezone a 1.94-hectare (4.80-acre) area within SE 11-70-26-W5M from Agricultural One (A-1) district to Country Residential One (CR-1) district, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

BYLAW 23-944
3rd Reading

MOTION: 23.07.405 Moved by: COUNCILLOR DALE SMITH

That Council give third reading to Bylaw 23-944, being a Land Use Bylaw Amendment, to rezone a 1.94-hectare (4.80-acre) area within SE 11-70-26-W5M from Agricultural One (A-1) district to Country Residential One (CR-1) district, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

7.1 Q2 2023 FINANCIAL REPORTING

Q2 FINANCIAL
REPORTING

MOTION: 23.07.405 Moved by: COUNCILLOR RYAN RATZLAFF

That Council accepts the Operating, Capital, and Reserve reports for the period ending June 30th, 2023, for information as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

Reeve Olsen recessed the meeting at 10:05 a.m.

Reeve Olsen reconvened the meeting at 10:15 a.m.

7.2 TAX RECOVERY – PUBLIC LAND

RESERVE BIDS

MOTION: 23.07.406 Moved by: COUNCILLOR TOM BURTON

That Council set the reserve bid terms and conditions that apply to the public sale of land as per the attached advertisement.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.407 Moved by: COUNCILLOR TOM BURTON

That Council set the Tax Recovery Public Auction Date for Monday, September 25, 2023, at 9:00 A.M. Mountain Standard Time, to be held in Council Chambers at Valleyview Administration building (4806 36 Ave), for the sale of the following properties:

ROLL	LEGAL	PLAN	BLOCK	LOT	C OF T	RESERVE BID
37815	NW-21-70-22-W5	879JY	OT		182099512	\$ 50,000
37820	SW-21-70-22-W5	2418KS	OT		182099509	\$ 6,000
40358	SW-21-70-22-W5	2755KS	2		182099511	\$ 40,000
309190	NW-2-71-2-W6	9925124		1	182267241	\$ 130,000
309758	SW-16-66-21-W5	0722582	1	1	132028634	\$ 75,000
317413	SE-21-69-6-W6	1026388	2	2	122254567	\$ 170,000
479000	33-56-8-W6	2769RS	18	3	072395889	\$ 220,000
1146000		7722953	26	107	132283807	\$ 210,000
1166000		7722953	26	127	052519211	\$ 215,000

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

WAIVE PENALTIES

7.3 REQUEST TO WAIVE PENALTIES ON TAX ROLL 319350

MOTION: 23.07.408 Moved by: COUNCILLOR DUANE DIDOW

That Council take no action on the request to waive July 2022 and January 2023 penalties in the amount of \$367.99 on tax roll 319350.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

WAIVE PENALTIES

7.4 REQUEST TO WAIVE PENALTIES - TAX ROLL 103025

MOTION: 23.07.409 Moved by: COUNCILLOR TOM BURTON

That Council take no action on the request to waive July 1, 2022, penalties in the amount of \$1,010.56 on tax roll 103025.

FOR: Councillor Burton

AGAINST: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

CARRIED

MOTION: 23.07.410 Moved by: COUNCILLOR WINSTON DELORME

That Council waive July 1, 2022, penalties in the amount of \$1,010.56 on tax roll 103025, due to extenuating circumstances.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

AGAINST: Councillor Burton

CARRIED

Councillor Burton declares conflict of interest, exits the meeting at 10:49 a.m.

RMA DISTRICT 4

7.5 FOLLOW UP ACTIONS FROM RMA DISTRICT 4

MOTION: 23.07.411 Moved by: COUNCILLOR DAVE BERRY

That Council review the "Chair and Vice Chair Roles and Responsibilities" and provide comments back to the committee before the August 11, 2023, District 4 Meeting.

- Provide comments to the board to leave the Director and Chair as one person.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

MOTION: 23.07.412 Moved by: DEPUTY REEVE BILL SMITH

That the MD of Greenview Council direct Administration to notify the RMA District 4 Chair of Councils wish to have one person represent chair and vice chair roles and responsibilities.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

MOTION: 23.07.413 Moved by: COUNCILLOR JENNIFER SCOTT

That the MD of Greenview Council reviewed the "District 4 Bylaw" and has directed Administration to provide the following comments back to the committee before the August 11, 2023, District 4 Meeting.

- Change E 12. Nominations of Chair and Vice Chair to reflect the director and chair as one.
- Put a clause that membership of RMA is tied to 25% of Council attending the district meetings for the district business portion of the meeting.
- 1 day only meetings.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry, Councillor Dale Smith

ABSTAINED: Councillor Burton

CARRIED

Councillor Burton re-entered the meeting at 11:03 a.m.

7.6 ASSESSMENT REVIEW BOARD MEMBER APPOINTMENTS

ARB APPOINTMENTS

MOTION: 23.07.413 Moved by: COUNCILLOR RYAN RATZLAFF

That Council appoints Darrel Delisle and Roland Cailliau to the Assessment Review Board for a three-year term until the Annual Organizational Meeting in 2026.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

HITCH IMPLEMENT

7.7 3 PT HITCH IMPLEMENT CADDY

MOTION: 23.07.414 Moved by: COUNCILLOR DUANE DIDOW

That Council approves the purchase of 1 (one) implement caddy instead of 2 (two) utility trailers for project AG23002 to be funded from the Agricultural Services 2023 capital budget.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

**VV RURAL
WATERLINE**

7.8 VALLEYVIEW RURAL WATERLINE EXTENSION FEASIBILITY REPORT

MOTION: 23.07.415 Moved by: COUNCILLOR JENNIFER SCOTT

That Council accept the Feasibility Report on the extension of the Valleyview Rural Waterline on Township Road 700 to the Forestry Camp NW-32-69-22-W5 for information, as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MAIN STREET LOFTS

7.9 MAIN STREET LOFTS

MOTION: 23.07.416 Moved by: COUNCILLOR DAVE BERRY

That Council direct Administration to present a report to Council by end of March 2024 or sooner regarding the Main Street Loft properties in Grande Cache, outlining current ownership of the properties, an in-depth study of the structural integrity, adherence to building and safety codes, and a cost analysis of repair versus demolition.

FOR: Reeve Olsen, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

AGAINST: Deputy Reeve Bill Smith

CARRIED

7.10 REMEDIATION OF WEED SPREADING

MOTION: 23.07.417 Moved by: DEPUTY REEVE BILL SMITH

That Council directs Administration to investigate steps for remediation and prevention of weed spreading in the mat cleaning and storage yard in the industrial park in the Hamlet of Grovedale.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

7.11 GREENVIEW FIRE RESCUE SERVICES – VALLEYVIEW RURAL LEVELS OF SERVICE

MOTION: 23.07.418 Moved by: REEVE TYLER OLSEN

That Council direct Administration to prepare a report for Council for the purpose of reviewing current levels of service provided by the Greenview Fire Rescue Services for the Valleyview Rural area and potential options to provide matching levels of service throughout Greenview if disparity is discovered.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.419 Moved by: REEVE TYLER OLSEN

That the meeting go to Closed Session, at 11:50 p.m. pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection 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 Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

MOTION: 23.07.420 Moved by: COUNCILLOR TOM BURTON

That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 12:16 p.m.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Burton, Councillor Berry

CARRIED

Reeve Olsen recessed the meeting at 12:18 p.m.

Reeve Olsen reconvened the meeting at 1:00 p.m.

Councillor Burton exit the meeting at 12:50 p.m.

7.12 GRANDE CACHE RECREATION CENTRE MAINT. CONTRACT

MOTION: 23.07.421 Moved by: COUNCILLOR DUANE DIDOW

That Council awards the 3-Year Maintenance and Mechanical Services Agreement to Nordic Mechanical Services LTD, in the amount of \$149,382.00 plus GST, with 2023 funds in the amount of \$37,465.50 plus GST to come from the 2023 Recreation Services – Grande Cache Facilities Operations budget.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

8.0 NOTICE OF MOTION

9.0 CLOSED SESSION

MOTION: 23.07.422 Moved by: COUNCILLOR JENNIFER SCOTT

That the meeting go to Closed Session, at 1:09 p.m. pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection 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 Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

**9.2 DISCLOSURE HARMFUL TO BUSINESS INTERESTS OF A THIRD PARTY
SANDY BAY RECOVERY**

9.0 OPEN SESSION

MOTION: 23.07.423 Moved by: COUNCILLOR DALE SMITH

That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 1:43 p.m.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

MOTION: 23.07.424 Moved by: COUNCILLOR DAVE BERRY

That Council direct administration to waive all Planning Related Permit fees for wildfires GWF023 and GWF017 impacted properties for 2023.

FOR: Councillor Dale Smith, Councillor Berry, Councillor Didow, Councillor Scott

AGAINST: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Delorme, Councillor Schlieff, Councillor Ratzlaff

ABSENT: Councillor Burton

DEFEATED

MOTION: 23.07.425 Moved by: COUNCILLOR JENNIFER SCOTT

That Council direct administration to undertake a Request for Proposals for the purpose of demolition, site cleanup, tree removal and lot surveying within the Sandy Bay subdivision, based on a cost recovery system.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

AGAINST: Councillor Delorme

ABSENT: Councillor Burton

CARRIED

**#10 MEMBER
REPORTS AND
EXPENSE CLAIMS**

10.0 MEMBERS BUSINESS

WARD 1

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

- July 11, 2023, Regular Council Meeting
- Joint Council with City of GP
- July 18, 2023, Committee of the Whole (Virtual)
- Emergency Advisory Committee Meeting

WARD 2

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

- July 11, 2023, Regular Council Meeting
- DeBolt Ratepayers BBQ
- Municipal Planning Commission
- Policy Review Committee
- Joint Council with City of Grande Prairie
- July 18, 2023, Committee of the Whole
- Grande Cache Ratepayer BBQ
- AER Minerals Session

WARD 3

COUNCILLOR SALLY ROSSON updated Council on recent activities, which include;

- July 11, 2023 Regular Council Meeting
- July 18, 2023, Committee of the Whole (virtual)

WARD 4

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

- July 11, 2023, Regular Council Meeting
- DeBolt Ratepayer BBQ
- SARDA
- July 18, 2023, Committee of the Whole
- Emergency Advisory Committee Meeting

WARD 5

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

- July 11, 2023, Regular Council Meeting
- Municipal Planning Commission
- Policy Review Committee
- July 18, 2023, Committee of the Whole

WARD 6

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

- July 11, 2023, Regular Council Meeting
- Municipal Planning Commission
- Policy Review Committee
- Northwest Alberta Foundation
- Joint Council meeting with the City of Grande Prairie
- Goodwin gravel pit discussions
- International Paper 50th Anniversary
- July 18, 2023, Committee of the Whole
- Grande Cache Ratepayers BBQ
- East Smoky Recreation Board
- Regional Branding Session

WARD 7

COUNCILLOR JENNIFER SCOTT updated Council on recent activities, which include;

- July 11, 2023, Regular Council Meeting
- Ratepayers BBQ DeBolt
- Municipal Planning Commission
- Policy Review Committee
- Joint Council w/City of Grande Prairie
- July 18, 2023, Committee of the Whole

- Ratepayers BBQ Grande Cache
- Sturgeon Lake Restoration Committee
- Crooked Creek Community Rec Club

DEPUTY REEVE BILL SMITH updated Council on recent activities, which include;

WARD 8

- July 11, 2023, RCM
- Joint Council with City of GP
- July 18, 2023, Committee of the Whole
- DeBolt Ratepayers
- Municipal Planning Commission
- Policy Review Committee
- Regional Branding Session with City and County
- Emergency Advisory Committee Meeting

WARD 8

COUNCILLOR CHRISTINE SCHLIEF updated Council on recent activities, which include;

- July 11, 2023, Regular Council Meeting
- DeBolt Ratepayer BBQ
- Municipal Planning Commission
- Policy Review Committee
- Joint Council w/City of Grande Prairie
- July 18, 2023, Committee of the Whole
- Grande Cache Ratepayer BBQ
- Sunrise House BBQ
- Library Webinar

WARD 9

COUNCILLOR DUANE DIDOW updated Council on recent activities, which include;

- July 11, 2023, Regular Council Meeting
- Municipal Planning Commission

WARD 9

REEVE TYLER OLSEN updated Council on recent activities, which include;

- July 11, 2023, Regular Council Meeting
- Municipal Planning Commission
- Joint Council w/City of Grande Prairie
- Meeting with SLCN Chief Sunshine
- GIG Update Meeting
- July 18, 2023, Committee of the Whole
- GC Ratepayer BBQ
- Regional Branding
- Emergency Advisory Committee Meeting

**#10 MEMBERS
BUSINESS**

MOTION: 23.07.426 Moved by: COUNCILLOR CHRISTINE SCHLIEF
That Council accept the Members Business Reports for information as presented.

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

#11 ADJOURNMENT

11.0 ADJOURNMENT

MOTION: 23.07.427 Moved by: COUNCILLOR WINSTON DELORME

That Council adjourn this Regular Council Meeting at 2:14 pm

FOR: Reeve Olsen, Deputy Reeve Bill Smith, Councillor Didow, Councillor Dale Smith, Councillor Delorme, Councillor Schlieff, Councillor Scott, Councillor Ratzlaff, Councillor Berry

ABSENT: Councillor Burton

CARRIED

CHIEF ADMINISTRATIVE OFFICER

CHAIR



August 22, 2023 Bylaw 23-948 Public Hearing Background Information

PROPOSAL:

This application for a new minor area structure plan (Minor ASP), titled the Cozy Acres Area Structure Plan (ASP) has been submitted by Beairsto & Associated on behalf of the landowners, for the quarter section legally described as SW 29-70-24-W5M. The quarter is located approximately 0.6 km south of Sturgeon Lake, north of Highway 43 on Range Road 245, within Ward 7. The lands are located within the development area of the Sturgeon Lake Area Structure Plan (SLASP) in Cozy Cove. The Minor ASP would allow the landowner to further subdivide their quarter section where a gravel road for additional lots has already been constructed while providing a guideline for development phasing for the entire quarter section.

BACKGROUND AND DISCUSSION:

The subject parcel contains eight (8) previously subdivided, Country Residential Two (CR-2) district lots and a gravel road south where an additional five (5) lots are planned to be subdivided at this time. The Municipal Development Plan (MDP) Bylaw 15-742 requires that a Minor ASP be prepared for all residential subdivisions exceeding four (4) lots on the quarter section, the previous lots were subdivided prior to the current MDP being adopted. Additionally, the Sturgeon Lake Area Structure Plan (SLASP) Bylaw 20-865 requires that a Minor ASP be prepared for all subdivisions exceeding first parcel out.

The subject lands are currently zoned Agricultural One (A-1) district which is not appropriate for a multi-lot development, however an application to rezone to Country Residential Two (CR-2) district has already been submitted by the applicant and may be processed after a decision is issued for the Minor ASP. Parcels zoned Country Resident Two (CR-2) may be between 0.2 hectares (0.5 acres) and 2.0 ha (5.0 ac) which meets the parcel size requirements for the development area within the SLASP of 0.2 ha (0.5 ac) to 4.0 ha (10 ac).

In accordance with the SLASP and Minor Area Structure Plan Policy 6001, the Cozy Acres ASP designates lands to be taken as Environmental Reserve (ER) for wetland protection within phases 2 and 3. While the plan does not suggest areas for Municipal Reserve (MR) land dedication the plan does state that cash in lieu of land will be provided which is consistent with existing developments and meets the minimum requirement on the SLASP. In accordance with the SLASP, cash in lieu for MR shall be invested in the parks and open space network within Greenview.

The SLASP requires that all developments within the development area be services with sewage holding tanks or composting toilets, this requirement has been reiterated in the Cozy Acres ASP.

Administration has reviewed the proposed Minor ASP and has determined that the minimum requirements of the MDP, SLASP, and Minor ASP Policy have been satisfied. Administration does not anticipate any negative

development or land use impacts from a subdivision at this location as the proposal will be consistent with existing surrounding developments.

STAKEHOLDER COMMUNICATIONS OR ENGAGEMENT:

On August 2nd, 2023, Bylaw 23-948 and notice of Public Hearing was circulated to Greenview's internal departments.

On August 2nd, 2023, Bylaw 23-948 and notice of Public Hearing was circulated to the following referral agencies: Alberta Culture and Tourism, Alberta Transportation, Alberta Energy Regulator, Alberta Environment and Parks – Water Approvals, Alberta Environment and Parks – Jack McNaughton, Alberta Environment and Parks – Marsha Trites-Russel, Alberta Municipal Affairs – David Dobson, East Smoky Gas Co-op, Northern Gateway Public Schools, ATCO Electric, and Telus.

On August 4th, 2023, the Public Hearing advertisement was published on Greenview's website and social media sites in accordance with the Advertising Bylaw.

Adjacent landowners were also sent notification of the Public Hearing on August 3rd, 2023, in accordance with MGA requirements.

Any concerns received will be addressed today.



REQUEST FOR DECISION

SUBJECT:	Bylaw 23-948 Cozy Acres Minor Area Structure Plan		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: SD
DEPARTMENT:	PLANNING & DEVELOPMENT	DIR: MAV	PRESENTER: NF
STRATEGIC PLAN:	Governance	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act (MGA) Section 633 and 692, RSA 2000

Council Bylaw/Policy (cite) – Municipal Development Plan (MDP) Bylaw 15-742, Sturgeon Lake Area Structure Plan (SLASP) Bylaw 20-865, Policy 6001 Minor Area Structure Plan

RECOMMENDED ACTION:

MOTION: That Council give second reading to Bylaw 23-948, the Cozy Acres Minor Area Structure Plan, as presented.

MOTION: That Council give third reading to Bylaw 23-948, the Cozy Acres Minor Area Structure Plan, as presented.

BACKGROUND/PROPOSAL:

The Cozy Acres Area Structure Plan received first reading at the July 11, 2023, Regular Council Meeting. The subject land is located 0.6 km south of Sturgeon Lake, in the “Cozy Cove” area and within the Development Area of the Sturgeon Lake Area Structure Plan (SLASP). The minor area structure plan (Minor ASP) was prepared by Beirsto and Associates on behalf of the landowner to accommodate the subdivision of five (5) lots over 8.35 hectares (20.64 acres) of SW 29-70-24-W5M. Eight (8) Country Residential Two (CR-2) parcels were subdivided from the quarter section prior to the Municipal Development Plan (MDP) and SLASP requiring the preparation of a minor ASP. Pursuant to Minor Area Structure Plan Policy 6001, the plan is required to show potential development phasing on the entire quarter section, even though only five (5) lots are currently being proposed. The purpose of a minor ASP in accordance with Policy 6001 is to guide development, typically over multiple subdivision phases, of a quarter section or parcel to ensure adequate road connectivity, locations for dedicated lands, ideal lot servicing, and the most effective use of land.

The proposed Minor ASP meets the minimum requirements of Policy 6001, the MDP, and the Sturgeon Lake ASP. Therefore, Administration recommends approval of the bylaw and adoption of the plan.

Site Assessment

The applicant completed the following studies in preparation for the Cozy Acres Area Structure Plan:

- Biophysical Impact Assessment (Desktop)
- Geotechnical Evaluation

- Groundwater Availability Study

Proposed Servicing:	Private, well and treatment field or treatment mound
Soil Type:	Clay, Clay loam
Topography:	Rolling
Wetland Inventory:	Swamp within quarter section, east and west of Phase 1
LSRS Spring Grains Rating:	3(10): Moderate limitation (Phase 1) & 7WVB (10): Unsuitable due to drainage, soil reaction, and degree of decomposition or fibre content

Policy Review

Municipal Development Plan (MDP) Bylaw 15-742

4.3.6 Multi-lot country residential subdivisions shall only be supported if the following conditions are met:

(b) The proposed subdivision is contiguous to other country residential development to encourage cluster development unless it cannot be supported due to environmental constraints;

The proposal aligns with the existing Country Residential subdivision; therefore, the requirements of the MDP are met.

Sturgeon Lake Area Structure Plan Bylaw 20-865

Residential Development Policies Section 3.2

3.2.1 The Development Area shown on Map 3 is intended primarily for residential and recreational purposes. These areas shall, subject to rezoning and subdivision approval, be reserved for:

a. Country residential development,

3.2.2 Residential lots in the Development Area shall be:

a. A minimum of 0.2 ha (0.5 ac) provided such lots are serviced with municipal or communal water and sewer system,

b. A maximum of 4.0 ha (10 ac), and

c. Shall meet the development regulations of the CR-3 District of the LUB.

3.2.6 In order to reduce the occurrence of piecemeal subdivision and to promote cluster development all subdivision exceeding first parcel out shall be subject to a minor ASP prepared in accordance with Greenview Policy 6001 (Minor Area Structure Plan). A minimum density of four lots per quarter section is encouraged.

The type of development proposed meets the requirements of section 3.2.1, and the lot sizes adhere to section 3.2.2. However, the applicants have applied to rezone the subject area to Country Residential Two (CR-2), which aligns with the existing lots but needs to meet the intention of section 3.2.2.c.

Environmental Protection Policies Section 5.2

5.2.5 In addition to lands required under Policy 5.2.4, [abutting the bed and shore of the Sturgeon Lake] Greenview may require that the following lands also be dedicated as ER [Environmental Reserve]:

a. Swamps and marshes in accordance with the recommendations of a wetland assessment, and

b. Steep slopes, flood-prone and erosion-prone areas in accordance with the recommendations of a geotechnical assessment.

Map 4 and 5 of the plan suggest areas where an Environmental Reserve (ER) may be dedicated around the creek at later stages of development. No studies of these wetlands were conducted to prepare the ASP but would be required at later subdivision stages.

5.2.8 At the time of subdivision, Greenview shall require that 10% of the land that is subject of subdivision be dedicated as Municipal Reserve (MR). MR shall be dedicated in parcel form in order to provide lands for municipal parks and playgrounds, trail corridors, or public access points to the lake.

5.2.9 Notwithstanding Policy 5.2.8, Greenview may acquire MR as money-in-lieu, calculated in accordance with the Act that will be invested in the park and open space network.

Section 4.4 of the plan proposes that Municipal Reserve (MR) be taken as cash in lieu of land which is consistent with previous subdivisions in the area and these funds are then invested towards improvement of greenspace in more suitable locations. The subdivision authority may require that land be dedicated as a condition of subdivision approval, but as greenspace exists as ER in the area it is seen as a minimal benefit.

Infrastructure

Servicing Section 8.2

8.2.1 Greenview shall require all developments to provide holding tanks or composting toilets for sewage disposal for:

a. New residential development or subdivision located within a Development Area;

It is intended that all holding tanks be installed at locations that are easily accessible for a vacuum truck and are to be pumped out regularly for disposal at a licensed facility.

Section 4.3 of the plan states that the lots may be serviced with treatment fields or mounds; however, the SLASP requires holding tanks. Greenview's requirement is also stated in the plan.

8.2.7 For all new subdivisions, the applicant shall be required to demonstrate the availability of potable water and/or construct a water system in accordance with the requirements of Greenview's MSS.

Section 4.3 of the plan states that the studies completed confirmed sufficient groundwater availability for the five (5) lots proposed in phase 1, which satisfied the requirements of section 8.2.7. Additional studies will be required for further development phases.

8.2.8 In the case of multi-lot subdivisions, developers are required to provide stormwater management plans in accordance with Greenview's MSS. Such plans shall consider impacts on drainage patterns, ditch erosion, the mitigation of environmental damage, lake sedimentation, and the design and construction of any storm ponds that may be required.

A stormwater management plan has yet to be completed. However, it is not anticipated that additionally created runoff would require a retention area, which may be completed at the subdivision stage if required.

Minor Area Structure Plan Policy 6001

- 1.7 *Minor Area Structure (Minor ASP) means a statutory plan prepared by a developer in accordance with the MGA and adopted by Council to provide a comprehensive framework for subsequent subdivision and development and can include the sequence of development anticipated throughout the quarter section or parcel, the land uses proposed for the area, and the general location of transportation routes and public utility. A Minor ASP can contain an area of land within an existing Major ASP.*

The plan outlines development phases, as required, but does not propose locations for utility rights of way.

- 4.3 *In accordance with an approved PEP, [Public Engagement Proposal] an applicant shall host at least one (1) public consultation session to present the proposed Minor ASP or major amendment to the public.*
- 4.4 *Public consultation shall be required before the draft Minor ASP is reviewed by Administration and submitted to Council for consideration.*

The applicants held a public Open House on February 2, 2023, at the Sturgeon Lake Community Hall. PEP and engagement summary are attached to this report. The engagement met the requirements of Policy 6001 Section 4.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenvue will have a statutory plan to guide development of the quarter section.
2. The benefit of Council accepting the recommended motion is that the applicants may submit a subdivision application for phase 1 as shown within the area structure plan.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to defer second or third reading of the bylaw until additional information or amendments are completed. Administration does not recommend this as all information required to meet our MDP and SLASP have been provided.

Alternative #2: Council has the alternative to defeat second or third reading of the bylaw, thereby refusing the application and preventing further subdivision of the quarter section. Administration does not recommend this as the proposal meets the minimum requirements of our MDP, SLASP and Policy 6001.

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

Consult

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

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

FOLLOW-UP ACTIONS:

There are no follow-up actions required by Council; the applicant will be notified of the decision made by Council. If adopted, the Cozy Acres ASP will guide future development of the quarter section and Council, MPC, and Administration will issue decisions based on the policies therein.

ATTACHMENT(S):

- Application for Minor Area Structure Plan
- Bylaw 23-948
- Cozy Acres Area Structure Plan
- Public Engagement Plan
- Engagement Report



APPLICATION FOR MINOR AREA STRUCTURE PLAN

Municipal District of Greenview No. 16

4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0 T 780.524.7600
F 780.524.4307 Toll Free 1.866.524.7608 www.mdgreenview.ab.ca

FOR ADMINISTRATIVE USE

LUB MAP NO.	BYLAW NO.
APPLICATION NO.	
RECEIPT NO.	
ROLL NO.	
RFLA RATING	

NAME OF APPLICANT(S)
Beirsto & Associates Engineering Ltd.

Complete if Different from Applicant

NAME OF REGISTERED LANDOWNER(S)
Darcy Clarke & Patricia Clarke

Legal description of the land affected by the proposed amendment

QTR./L.S.	SEC	TWP.	RG.	M.	OR	REGISTRATION PLAN NO.	BLOCK	LOT
SW	29	70	24	5				

Land Use Classification for Proposed Area Structure Plan::

FROM: Agriculture	TO: Country Residential-2
-------------------	---------------------------

Reasons Supporting Proposed Area Structure Plan:

To fulfill the development plans of our client
--

Physical Characteristics:

Describe Topography: Flat	Vegetation: Mostly Treed	Soil: Loam & Clay
---------------------------	--------------------------	-------------------

Water Services:

Existing Source:	Proposed Water Source: Water Well
------------------	-----------------------------------

Sewage Services:

Existing Disposal:	Proposed Disposal: Open Discharge System
--------------------	--

Approach(s) Information:

Existing: Existing Road	Proposed:
-------------------------	-----------

☒ I / We have enclosed the required Application Fee of \$ 2,500.00.

Date: 4/24/2023 Applicant(s) Beirsto & Associate Engineering Ltd.

Date: April 24/23 Registered Landowner(s): Darcy Clarke & Patricia Clarke

NOTE: Registered Landowner(s) Signatures required if different from Applicant.

The personal information collected on this form is being collected under the authority of Sections 33 and 39(1)(a)(b) of the Alberta Freedom of Information and Protection of Privacy Act, and Section 301.1 of the Municipal Government Act. The information will be used to process your application(s). Your name, contact telephone number and address may be used to carry out current and/or future construction, operating programs, services or activities of the Municipality. If you have any questions about the collection, use or disclosure of the personal information provided, please contact the Freedom of Information and Protection of Privacy Coordinator at 780.524.7600.



BYLAW No. 23-948 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, being the Cozy Acres Area Structure Plan

Whereas, the Council of the Municipal District of Greenview No. 16, has deemed it desirable to adopt a new area structure plan pursuant to Section 633 of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, as amended.

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

1. **TITLE**
 - 1.1. This bylaw may be cited as the “Cozy Acres Area Structure Plan” or the “Cozy Acres Minor Area Structure Plan.”
2. **GENERAL**
 - 2.1. That the Cozy Acres Area Structure Plan, attached hereto as Schedule “A” forms an integral part of this bylaw.
3. **COMING INTO FORCE**
 - 3.1. This Bylaw shall come into force and effect upon the day of final passing and signing.

Read a first time this 11th day of July, 2023.

Read a second time this ____ day of _____, 2023.

Read a third time this ____ day of _____, 2023.

REEVE

CHIEF ADMINISTRATIVE OFFICER



COZY ACRES AREA STRUCTURE PLAN

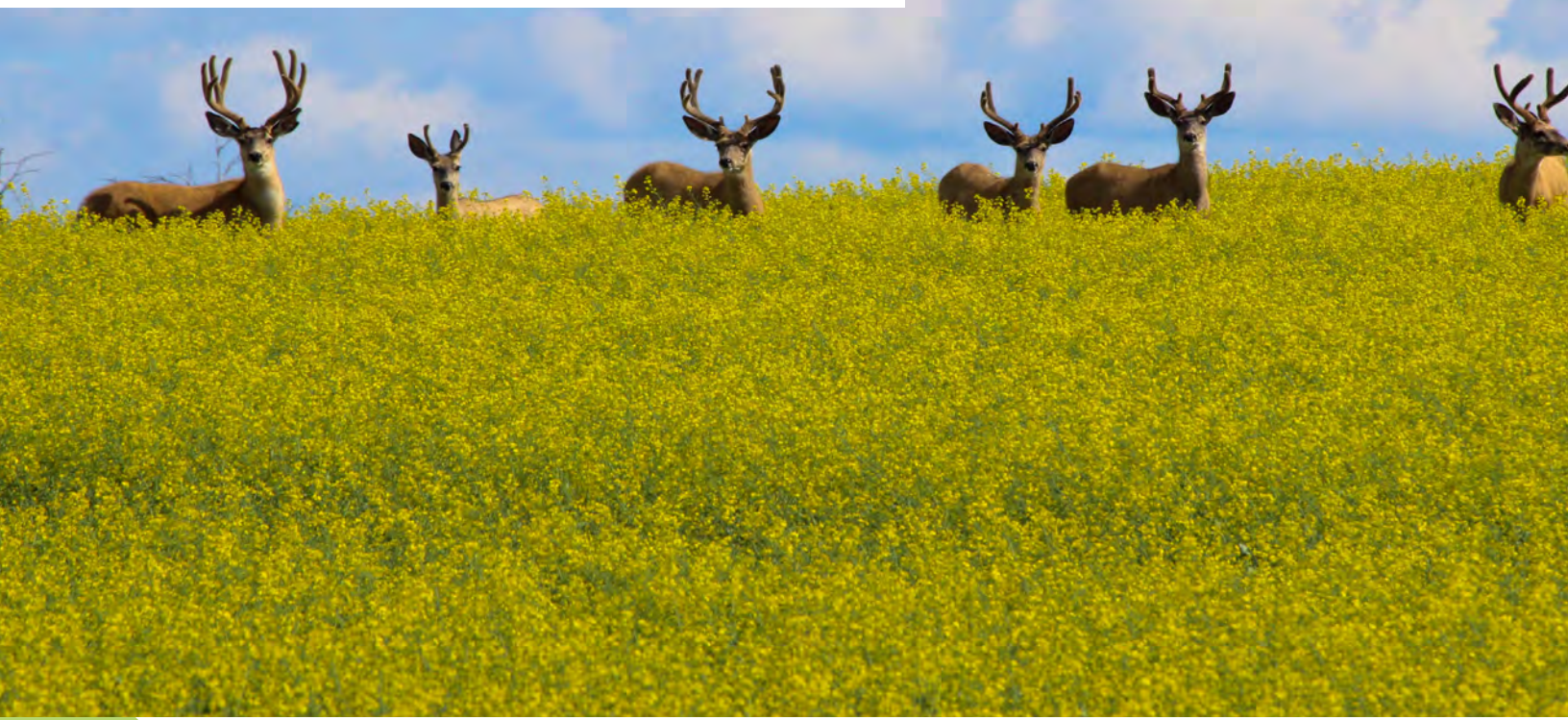


Beirsto & Associates | 60 YEARS
ENGINEERING & SURVEY

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4	3.0 PHYSICAL & ENVIRONMENTAL FEATURES
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	APPENDIX B- GEOTECHNICAL REPORT
	APPENDIX C- WATER REPORT
	APPENDIX D- PUBLIC ENGAGEMENT REPORT

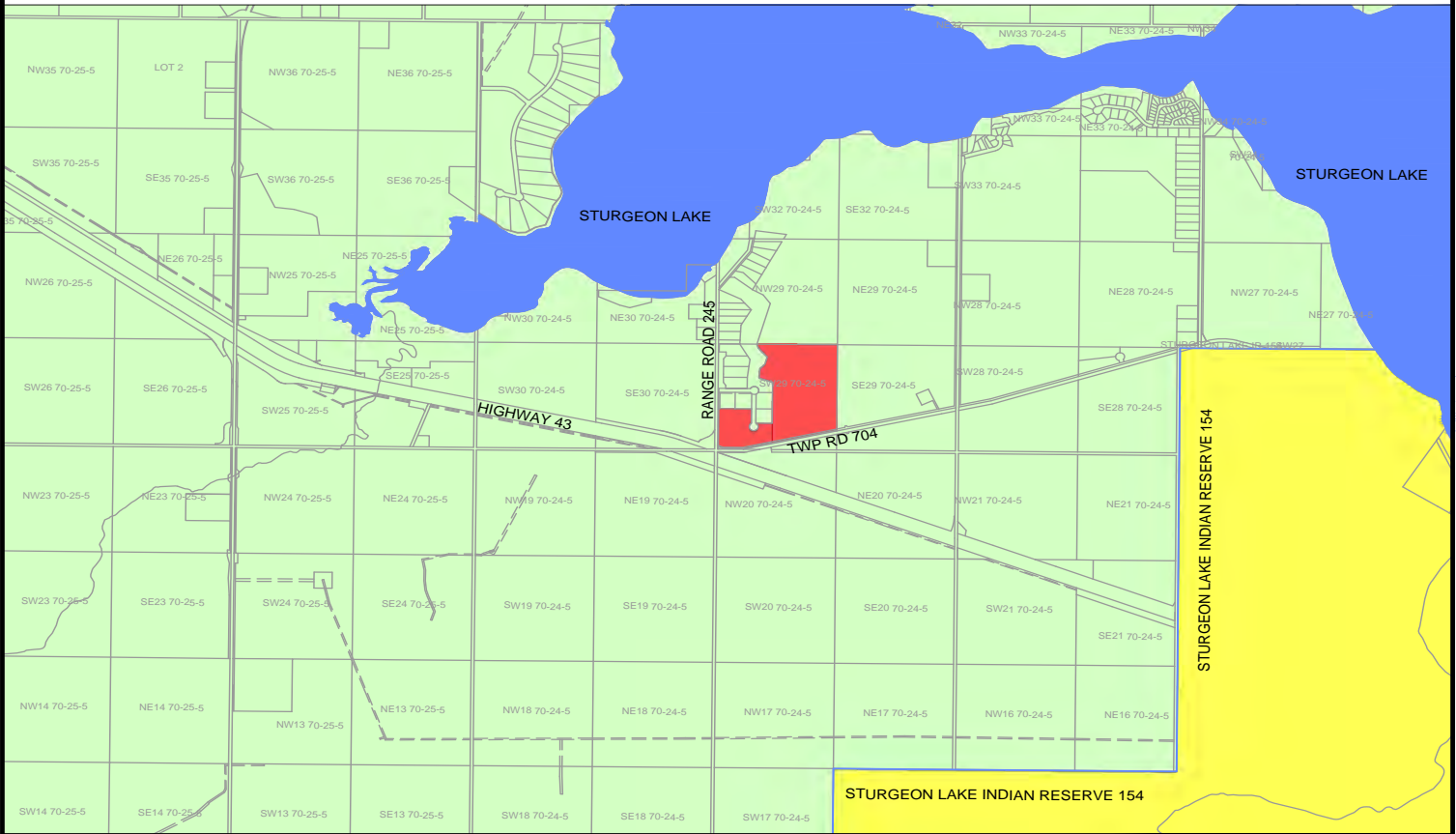
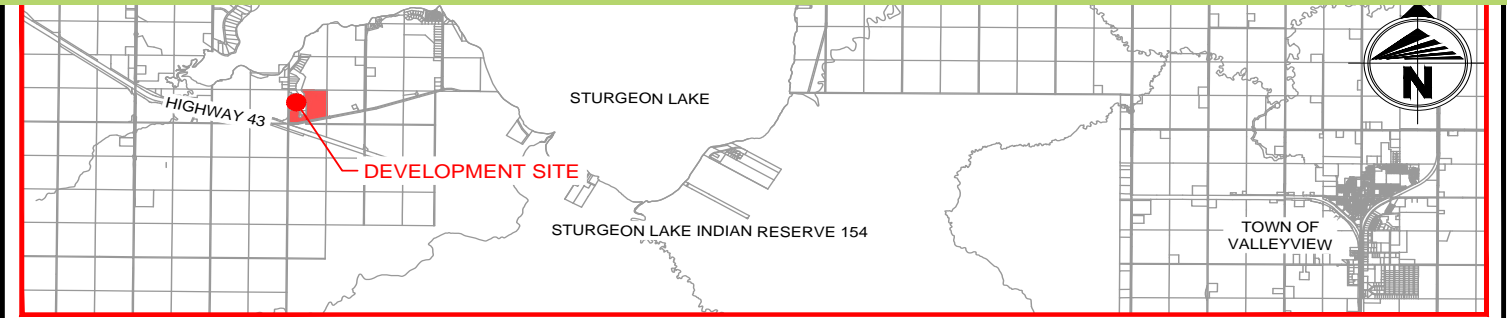
1.0 LOCATION & PURPOSE



The Minor Area Structure Plan applies to SW-29-70-24-W5M within the MD of Greenview No. 16, twelve miles west of the Town of Valleyview adjacent to Highway 43 (Map 1: Location Map). Studies were completed to address the development of phase one (1), which covers 8.35 hectares (20.64 acres) of the balance of this quarter.

This quarter section is located within the Sturgeon Lake Area Structure Plan (ASP) and must comply with the policies within the document. Policy 3.2.6 of the Sturgeon Lake ASP states, "In order to reduce the occurrence of piecemeal subdivision and to promote cluster development, all subdivisions exceeding first parcel out shall be subject to a minor ASP prepared in accordance with Greenview Policy 6001 (Minor Area Structure Plan). The approval of eight CR-3 parcels was done prior to the adoption of the Sturgeon Lake ASP. The current proposal of five additional country residential parcels requires a minor ASP.

The Minor Area Structure Plan will guide the next phases of the development (Maps 4 & 5: Future Development Phasing Concept) in an orderly and efficient manner. Phase one (1) shows current plans of development for the quarter section, and the balance is to remain used for agricultural purposes until further development is implemented. The plan provides a future development concept for the balance of the quarter as phase two (2) and phase (3) to be followed. The Minor Area Structure Plan contains provisions on environment, land use, roadways, servicing, and development staging. Future land use, subdivision, and development decisions shall be based on this Plan.



Map 1 - Location Map

Legend

Development Site



M.D. OF GREENVIEW NO. 16
MINOR AREA STRUCTURE PLAN

Scale: 1:50,000

April, 2023

2.0 Planning Context



Greenview has a variety of strategic and planning documents that provide direction in varying levels of detail. The Minor Area Structure Plan works together with all the planning documents and within the greater planning framework and the hierarchy described below to achieve the goals and objectives identified within the Minor Area Structure Plan and building towards Greenview's vision.

Municipal Development Plan (MDP)

Sturgeon Lake Area Structure Plan (SLASP)

Land Use Bylaw (LUB)

3.0 PHYSICAL & ENVIRONMENTAL FEATURES



3.1 Topography & Soils

The topography in this region consists of gently undulating lacustrine plain with low relief with hummocky uplands. The soil is fine textured within depressions of moderate file on upper slopes. The soils are moderately drained soils. Orthic and Gleyed Gray Luvisol are the dominant soil types found within the development area. With clearing and other human activities occurring on the quarter section with previous development and the initial phase of this plan it is likely that the soil structure has already been altered.

Soil may be impacted through soil compaction, soil loss, and loss of soil organic material. Topsoil quality may be degraded if it is mixed with underlying soils. All soils shall be stockpiled with their own kind, and wet or water influenced soils shall be stored separately.

Greenview supports land management practices that discourage sediment and nutrient loading into the Sturgeon Lake water system. These practices include:

- a. The stripping of vegetation, grading, or other soil disturbance being done in a manner which will minimize soil erosion;
- b. The retention and protection of natural vegetation whenever feasible;
- c. Keeping the extent of the disturbed area and the duration of its exposure within practical limits. Suitable stabilization measures should be used to protect exposed areas during construction and be re-vegetated as soon as possible;
- d. Managing site drainage so that surface runoff is maintained at pre- development rates subject to a storm-water management strategy prepared in accordance with Policy 8.2.8 of the SLASP;
- e. Maintaining a naturally vegetated buffer along the shore of the lake and watercourses in accordance with Policy 5.2.17 of the SLASP.

3.2 Air Quality, Noise, and Climate

The Development site shown in Map 3 Development Concept is surrounded by residential properties and forested areas with Sturgeon Lake to the north. Multiple campgrounds and provincial parks are in the area. The main source of chemical which could potentially degrade air quality comes from traffic associated with Highway 43. Most noise within the area is also generated from traffic associated with Highway 43.

A formal Biophysical Impact Assessment has not been conducted to assess the noise, air quality, and climate for this development, however, as this is a proposed residential development it is not anticipated to increase noise or air quality in the area. For further conservation, a vegetated buffer of 15 metres adjacent to the township and range roads will be required to mitigate noise disturbance from the adjacent highway.

No permanent impacts to noise, air quality, and climate are expected due to the development of the Plan area and associated infrastructure needed for the development. Climate change impacts are not expected and the additional five parcels for residential use will not result in a large increase in traffic.

3.3 Water Courses & Wetlands

The land surrounding the development drains toward the wetlands and creek to the northeast. As mentioned, Sturgeon Lake is located to the north of the development. The creek ranges from 200 to 350m away from the development location. Through aerial photos it is determined the creek is impacted by extensive beaver activity by the number of beaver dams, therefore it must be considered that the path of the creek will change as they are constructed and removed. The development falls outside of the high-water mark of the closest waterbodies and no impact is expected to the watercourse.

At the time of development, houses shall be set at an appropriate elevation to mitigate any potential flood risk. Given the distance between the subdivision and the closest waterbody being approximately 300 metres away and having a 30m increase in elevation from the creek to properties it is unlikely that the project will impact any waterbodies. The area around the homes shall be graded in such a manner to promote positive drainage at a minimum of 2% for at least 5m from the foundations.

A Biophysical Report was conducted to identify wetlands within the Plan Area (Refer to Figure B: Wetlands). A swamp was noted approximately 100m east of the development, and the land surrounding the project drains toward the wetlands and creek to the northeast. Most of the wetlands are riparian swamps associated with the unnamed tributary of Sturgeon Lake which is the creek to the northeast located 200m - 350m east of Lot 9 and can be identified in Figure A. The ATCO Electric Easement goes through this swamp and has already been cleared.

At the time of development, a silt fence along the east boundary of Lot 9 will be required during construction to prevent impact to the neighbouring wetlands and to ensure that any water from the work areas does not enter the wetlands.

3.4 Vegetation

The development is expected to impact natural vegetation. Lawn grass will replace some of the natural vegetation. It is expected that some of the trees will also be removed to accommodate the residential use. The Biophysical Impact Assessment suggests that a vegetated buffer of 15 metres adjacent to the township and range roads be placed to increase vegetation and mitigate noise disturbance.

3.5 Biodiversity

The development is located within the B5 nesting zone (Alberta Wetland Mitigation Directive, 2018.), and the birding window extends from late April to late August. During this period, a nest search must be performed before any removal of vegetation can occur. A search of the Alberta Conservation Information Management System (ACIMS) for the ATS location determined no important Bird Areas were noted in the development area. No sensitive or non-sensitive elements are found within the Plan area. The closest biological species identified is 4.5km to the east of the proposed subdivisions, and it was a sighting for a bean-spore rim lichen which is restricted to poplar bark (Lichens of North America, 2001).

Additional Country Residential development is not expected to have significant impacts on biophysical features in the area. The application of appropriate mitigation will limit impacts of the development. Sensitive features should be avoided to reduce the loss of environmental features. The impact on Species at Risk is expected to be limited. The development has been disturbed previously and contains tracks and trails throughout.

3.6 Historical Resources

A historical site was identified 500m north of the development and classified with a Historical Resources value of 5a. An area which has been designated as 5a has unidentified/historic resources. This area has been previously disturbed and contains the Cozy Cove Campground; however, consultation with the Government of Alberta Cultural and Tourism: Historic Resources Management division and/ or a qualified practitioner is recommended prior to the commencement of construction.

The potential project impacts and effects to Historic Resources is summed in the table below.

Project Impact	Potential Effect	Criteria	
		Direction	Negative
Project Development (permanent)	Loss of historical resources	Geographical Extent	Sub-Regional
		Magnitude	Minor
		Duration	Long-term
		Probability	Rare
		Reversibility	Non-reversible



Figure A6:
Historic Wetlands - 2012
SW 29-70-24 W5M

Legend

- Waterbodies
- Watercourse
- Wetlands 2012
 - Marsh
 - Swamp
 - Open Water
 - Ephemeral

Figure A: Historic Wetlands



Figure B: Wetlands

Cozy Acres

Minor Area Structure Plan

4.0 DEVELOPMENT CONCEPT



4.1 Land Uses

There are currently eight parcels subdivided from the quarter section that are zoned Country Residential – Two (within Greenview's Land Use Bylaw 18-800). The balance of the quarter section remains as Agricultural One. The existing land uses adjacent to the development predominantly are Agricultural One and Country Residential – Two however, within the general area there is also Country Residential – Three (CR-3) and Recreation zoned lands (shown on Map 2: Existing Land Uses).

The development is a continuation of existing residential uses within the immediate area. This development supports Greenview's initiative to promote clustered development and is compatible with the surrounding uses. Therefore, the development is not expected to create any land use conflicts within the area.

4.2 Internal Subdivision Road

The internal roadway design is intended to discourage through traffic. The use of cul-de-sacs will minimize traffic volumes and promote safety and privacy, thus a higher quality of life for the residents. Cul-de-sacs typically attract concurrent residents, therefore limiting overall traffic.

The internal subdivision road will be constructed to municipal standards. The utilization of the existing road will minimize the need for extensive earthworks and all finished road grades will be in accordance with municipal standards. All residential parcels located within SW-29-70-24-W5M shall only access Range Road 245 via the internal subdivision road. Approaches directly to the adjacent Township Road 704 and Range Road 245 will not be permitted. Additionally, a PUL will be required at the time of subdivision and located between lots 10 & 11 for emergency access. This location for a PUL is appropriate as contour lines are perpendicular to the lot line which will allow the PUL to straddle the property line without a great deal of side hill excavation. There is a large elevation change from the south to the north end of the lots, therefore it would be required for the PUL to incorporate a drainage swale inclusive with an emergency access route. If the remainder of the quarter section is ever to be developed in the future, there is a road network with a connection to Township Road 704 shown on the Maps along with the future development and phases.

4.3 Servicing

Ground water supply will be used for domestic purposes. Wells will be developed in compliance with the Alberta Environment standards. For this purpose, the Geotechnical Study has verified that there are sufficient local ground water sources for the proposed development, without affecting any other ground water uses in the general area. Through the Geotechnical assessment, the subsurface conditions indicated that the development of the site is feasible, and further recommendations can be found in the full report.

Based on the Geotechnical report, the surficial soils vary from loam to clay loam. The groundwater depth measured from standpipes installed in March 2022 indicates the groundwater table may be as high as 1.68m below ground surface, basements should be restricted within the development (no subsurface development). Based on this soil and groundwater data, the suitability for PSTS varies from Limited to Moderate. Possible PSTS soil-based treatments will be treatment fields and treatment mounds. Greenview shall require all developments to provide holding tanks or composting toilets for sewage disposal for new residential development or subdivision located within the Plan Area.

4.4 Municipal Reserve & Environmental Protection

Pursuant to the Municipal Government Act, the Municipal Planning Commission, as the Subdivision Authority, may require 10% of the gross area of the subject lands be dedicated as Municipal Reserve, or require the payment of cash-in-lieu of the land that would have been dedicated as Reserve. As a condition of subdivision within the Plan Area, it is intended that the Municipal Reserve be required by way of cash-in-lieu. Environmental Reserve may be required by the municipality at time of subdivision at the discretion of the Subdivision Authority. It can be seen on the maps that a total of 6.91 hectares (17.07 acres) has been dedicated to ER in Phase 2 & 3 of development for the quarter section.

In order to protect the community from environmental hazard, future subdivision and development shall incorporate fire preparedness measures, such as provincial FireSmart guidelines.

4.5 Site Grading & Drainage

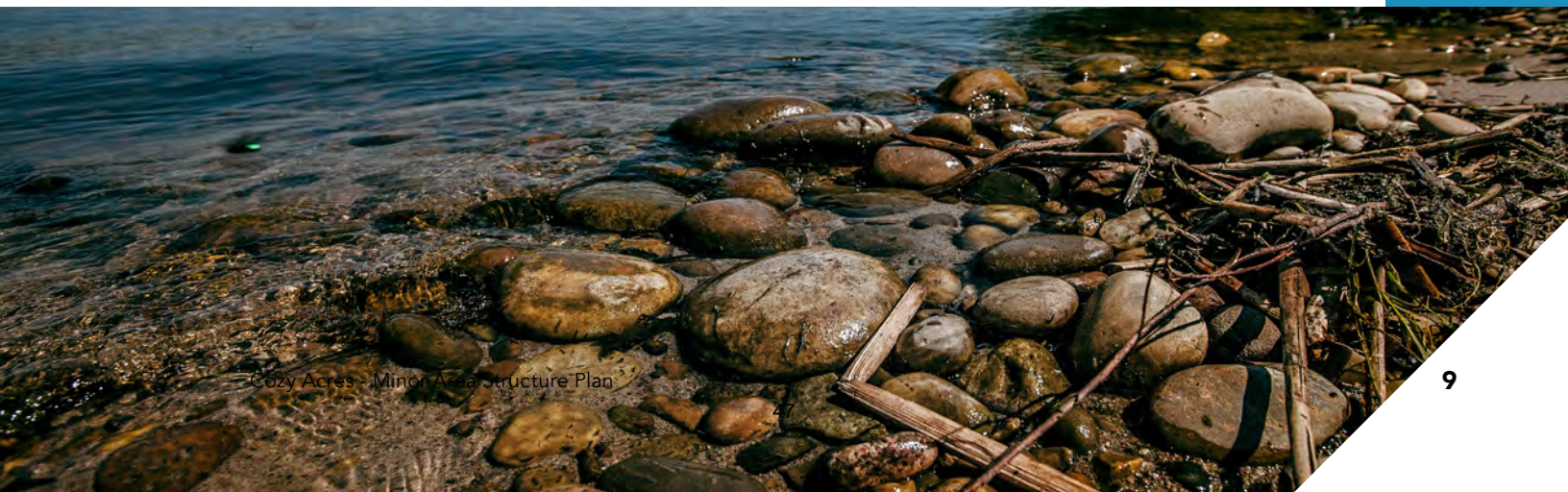
The existing topography of the area includes a significant hill in the southwest corner of the quarter section with some low-lying areas in the northeast. The south half of the quarter section overall has good natural slope, and the general drainage pattern is from the south to the north, draining towards the wetlands and creek in the northeast. There are several small open waterbodies located within the wetland and creek to the northeast.

Surface water drainage in the area of the development shall be addressed at the time of development through a public drainage system along the roadways following the natural topography of the site. This can likely be accomplished by using the proposed road ditches to convey surface water. The requirements for any drainage easements within the subdivision development should be reviewed at the time of subdivision.

Structures within this development shall be developed such that the finished grade around the buildings, exterior slabs or any structure should promote positive drainage away from the structure footprint. A minimum grade of 2% away from the buildings is recommended for hard landscaped areas, while a minimum grade in the range of 3% to 10% is recommended for soft landscaped areas.

Though due to cumulative density exceeding four (4) lots a Minor Area Structure Plan is required, the provision of a stormwater management facility will not be necessary. However, drainage easements may be registered on parcels to protect natural drainage patterns.

Franchise utilities, ie. power, gas, will be provided by the respective utility companies at time of subdivision.



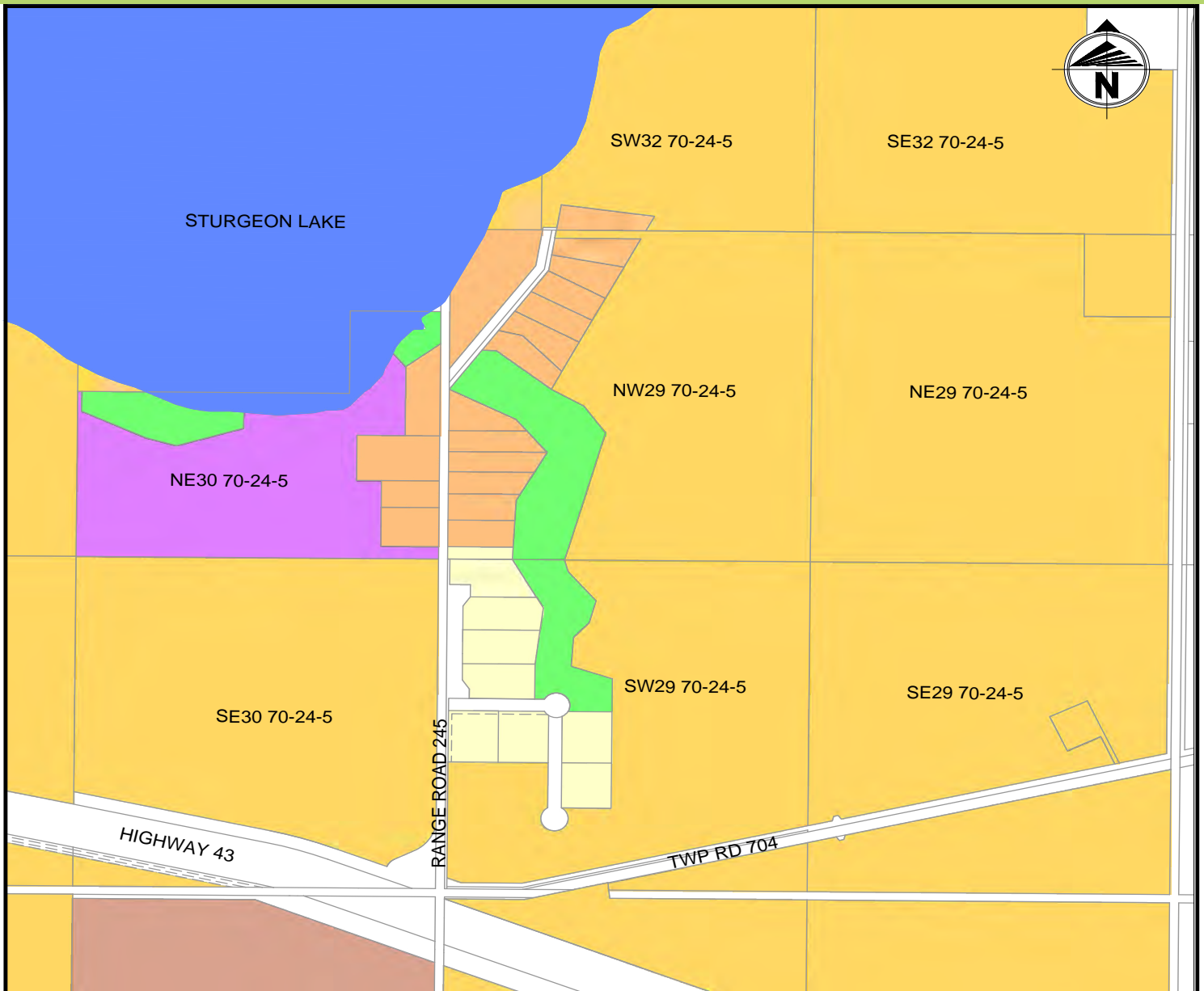
5.0 CONCLUSION



As illustrated in Maps 4 and 5 Future Development Phasing Concept, there are three stages of the development planned to commence on the quarter section. The proposed timing of development in the Plan area will be dependent on market conditions.


Upon adoption, this Minor Area Structure Plan shall become the policy document of Greenview to manage development within SW-29-70-24-W5M identified as Cozy Acres. To meet Policy 10.3.6 of the Municipal Development Plan "As a condition of subdivision or development permit approval, Greenview may require the developer to enter into a development agreement with respect to the provision of all infrastructure required to service the site". Development proposals that do not meet the policies, guidelines and development maps contained in this Plan require a Plan amendment to be adopted by Council.

The Minor Area Structure Plan and supporting reports have demonstrated the Plan Area can support the development of additional country residential parcels.



Map 2 - Existing Land Uses

Legend

 Agricultural (AG-1)	 Environmental Reserve (ER)
 Country Residential (CR-2)	 Recreational
 Country Residential (CR-3)	 Crown Land



**M.D. OF GREENVIEW NO. 16
MINOR AREA STRUCTURE PLAN**

Scale: N.T.S.

April, 2023



Map 3 - Development Concept (Cadastre)

MUNICIPAL DISTRICT OF GREENVIEW NO. 16
TENTATIVE PLAN
SHOWING PROPOSED SUBDIVISION OF
PART OF THE
S.W. 1/4 SEC. 29, TWP. 70, RGE. 24, W.5M.

LAND DEALT WITH BY THIS
PLAN IS SHOWN OUTLINED THUS: ———
AND CONTAINS: 8.35 HECTARES (20.64 ACRES)

INSTRUMENTS AFFECTING LAND (NOT NECESSARILY SHOWN ON THE PLAN)	
Reg. No.	Name
792 302 448	Utility R/W - East Smoky Gas Co-op Ltd.
112 034 518	Caveat - ATCO Electric Ltd.
122 225 578	Caveat - ATCO Electric Ltd.
162 007 176	Caveat - ATCO Electric Ltd.



M.D. OF GREENVIEW NO. 16
MINOR AREA STRUCTURE PLAN

Scale: 1:2,500

April, 2023



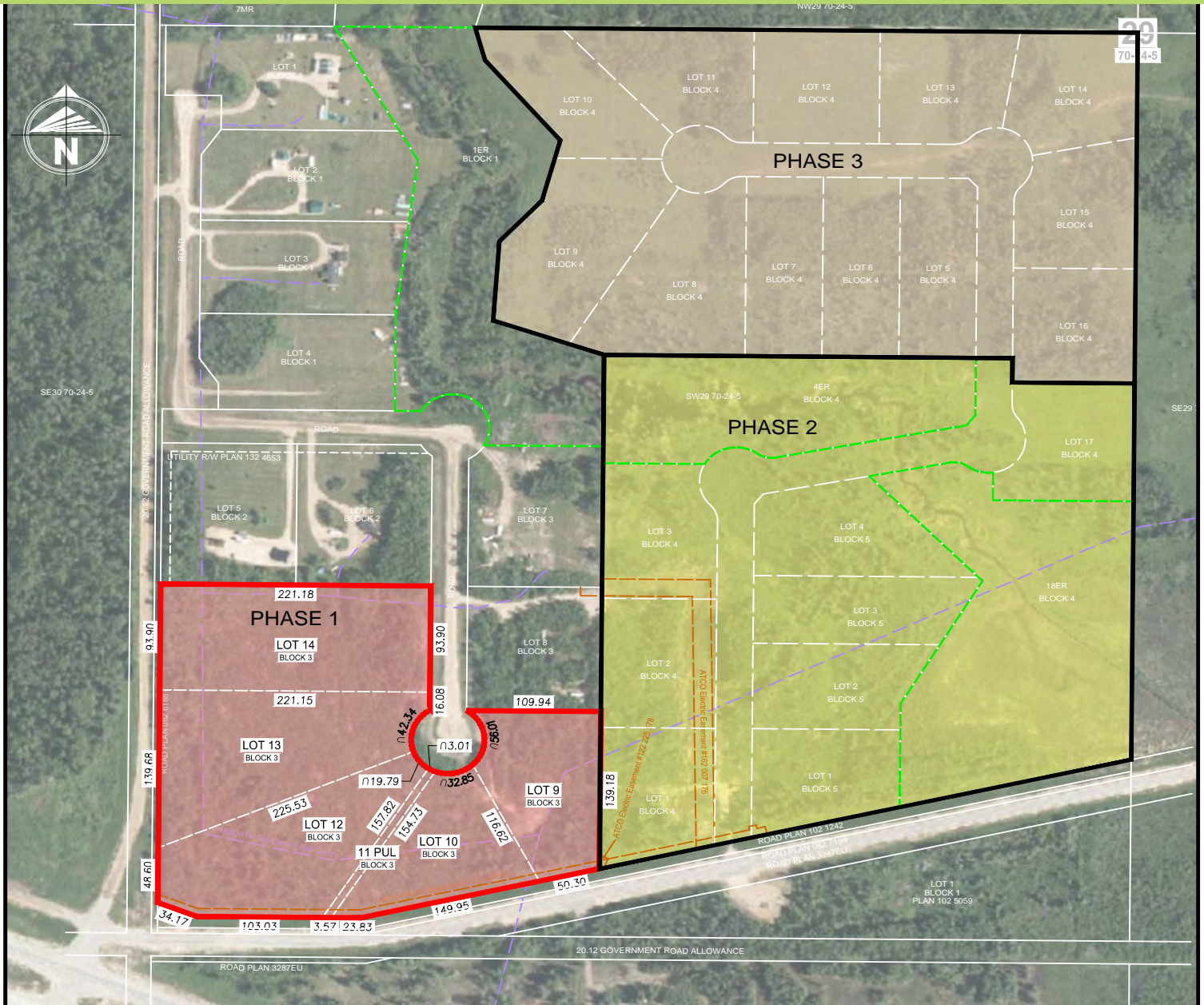
INSTRUMENTS AFFECTING LAND (NOT NECESSARILY SHOWN ON THE PLAN)

Reg. No.	Name
792 302 448	Utility R/W - East Smoky Gas Co-op Ltd.
112 034 518	Caveat - ATCO Electric Ltd.
122 225 578	Caveat - ATCO Electric Ltd.
162 007 176	Caveat - ATCO Electric Ltd.



Scale: 1:5,000

April, 2023



Map 5 - Future Development Phasing Concept (Aerial)

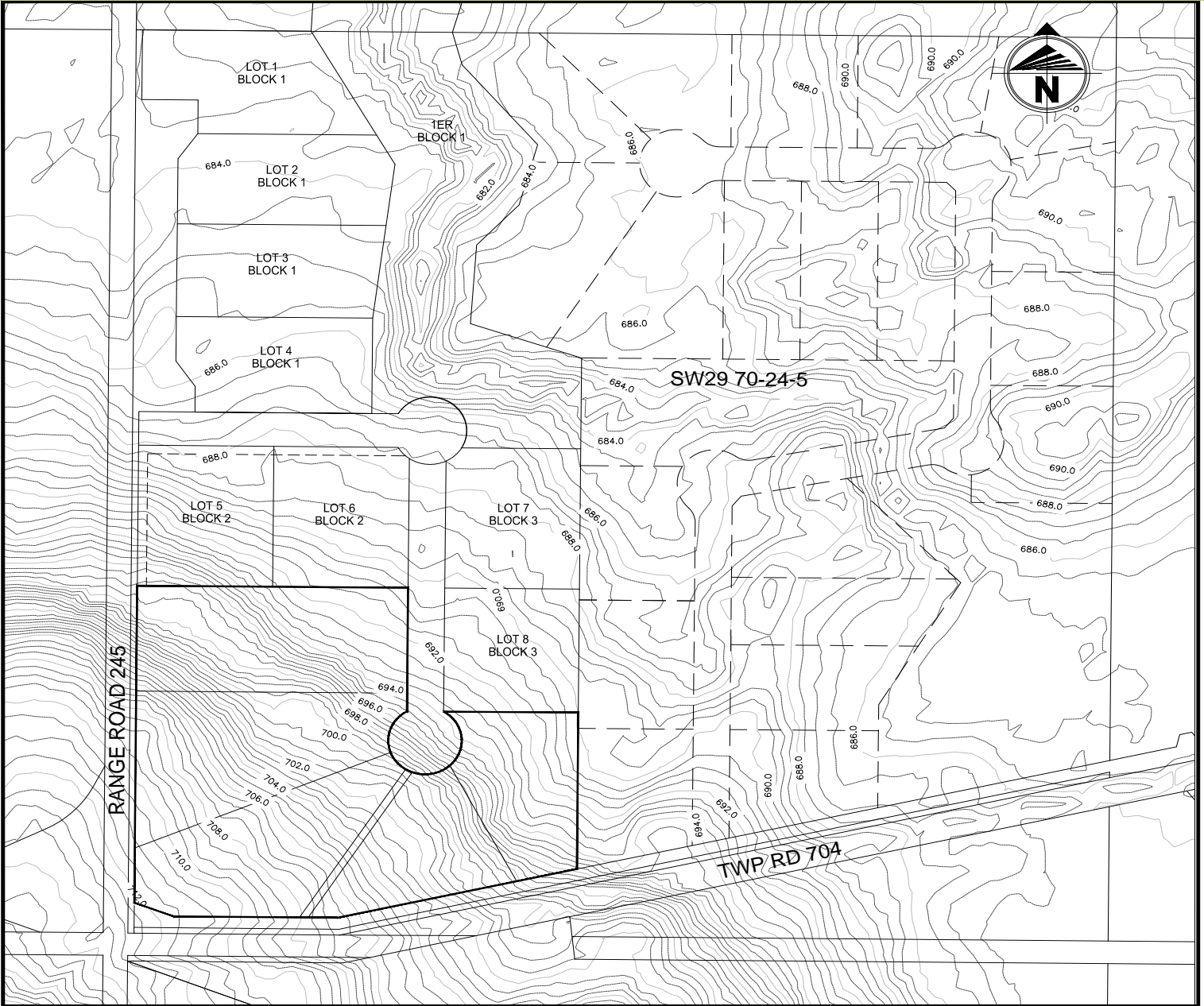
*NO FIELD SURVEY WAS UNDERTAKEN TO PRODUCE THIS PLAN



M.D. OF GREENVIEW NO. 16
MINOR AREA STRUCTURE PLAN

Scale: 1:5,000

April, 2023



Map 6 - Topography



M.D. OF GREENVIEW NO. 16
MINOR AREA STRUCTURE PLAN

Scale: 1:5,000
April, 2023



Cozy Acres Minor Area Structure Plan- Public Engagement Plan

Background

Beairsto and Associates has worked for Darcy Clarke, to develop the Cozy Acres Minor Area Structure Plan.

The Minor Area Structure Plan applies to 8.35 hectares (20.64 acres) of the balance of SW-29-70-24-W5M within the MD of Greenview No.16, twelve miles west of the Town of Valleyview adjacent to Highway 43 E. This quarter section is located within Sturgeon Lake Area Structure Plan (ASP) and must comply to the policies within the document. The Minor Area Structure Plan will guide the next phase of the development in an orderly and efficient manner. The Concept Plan does not show development in the full quarter section as there are no plans for further development, and the balance of the quarter will be used for Agricultural purposes. The Minor Area Structure Plan contains provisions on environment, land use, roadways, servicing, and development staging. Future land use, subdivision, and development decisions shall be based on this Plan.

Decision Points

The Municipal District of Greenview No. 16 holds authority of the approval of this Minor Area Structure Plan. A Public Open house is being held to meet the MGA requirements as one of the approval points of the ASP.

Communications Activities

The Public Engagement will be advertised through social media platforms, specifically on the MD of Greenview website. It will also be shared over We will work along with the Communications department of MD of Greenview to advertise the open house for a week prior to the event.

Public Plan

The Public Engagement is planned to be held at Sturgeon Heights Community Hall on February 2nd, 2023. The open house will be hosted by Beairsto & Associates, where the public will be welcomed to come and go as they please. There will be posters displaying the outline plan along with summaries with an open floor to ask questions and give feedback. The public will be provided with sheets⁵⁴ for feedback and Beairsto and Associates will put together a report sharing the results with the County.



Engagement Summary

Cozy Acres Minor Area Structure Plan
Greenview No. 16

INTRODUCTION

Beairsto and Associates has worked for Darcy CLarke, to develop the Cozy Acres Minor Area Structure Plan. The Minor Area Structure Plan applies to 8.35 hectares (20.64 acres) of the balance of SW-29-70-24-W5M within the MD of Greenview No. 16, twelve miles west of the Town of Valleyview adjacent to Highway 43 E. This quarter section is located within Sturgeon Lake Area Structure Plan (ASP) and must comply to the policies within the document. The Minor Area Structure Plan will guide the next phase of the development in the full quarter section as there are no plans for future development, and the balance of the quarter will be used for Agricultural purposes. The Minor Area Structure Plan contains provisions on environmental, land use, roadways, servicing, and development staging. Future land use, subdivision, and development shall be based on this Plan.

ENGAGEMENT WITH PUBLIC

The objective for this Open House event was to provide a time and place for the public to come seek information and direction for the development of the Cozy Acres Minor Area Structure Plan. The public was welcomed to the Sturgeon Heights Community Hall on February 2nd, 2023. They were free to come and go as they please between 4pm to 8pm. There was a number of posters displayed in the hall showcasing the development plan along with copies of the Area Structure Plan document for review.

The Open House event was advertised through the MD of Greenview website where an ad was posted in advance for the public to see. The other source of advertisement used was radio, there were announcements made for 4 days, 3 times a day to inform the public of this event on Big Country 93.1 FM.

ENGAGEMENT RESULTS

There was a total of eleven (11) individuals who came to the open house. Below is a list of those who chose to sign in at the entrance.

Name	Mailing Address
Jennifer Scott	Crooked Creek
Danny Scott	Crooked Creek
Adolph Weiss	Crooked Creek
Shirley Weiss	Crooked Creek
Jim Robertson	---
Linda Jacob	---
Tom Burton	Deblot

We also had an individual reach out virtually to provide his input:

1. I support this development, it likely should have been completed some time ago and would have except for the density provisions of the previous ASP and inflexibility on the part of the MD.
2. I was on the Citizens Panel that supported the MD in the update to the ASP. When the provision was added for a Minor ASP, we (the Panel) were under the impression that this would be a provision subject to discretion of the MD and not a mandatory or SHALL condition. This was discussed at length and the majority of the Panel agreed that making an ASP mandatory in every case over a single lot was not needed.
3. I think it's ridiculous to make people jump through needless and seemingly endless hoops in order to carry out reasonably straight forward, non contentious, basic subdivisions. Too many mandatory conditions imposed by Governments at all levels in my opinion are only in place because everything needs to go on a check list and independent/ critical thinking is discouraged at every opportunity.

Those who appeared at the open house were there in support and in favour of the Cozy Acres development. There was no concerns or negative feedback shared at the Open House or from any external sources. This was a very positive note to be taken, as this was an opportunity to those concerned or against this development to come share their opinion, yet only positive feedback was taken.



REQUEST FOR DECISION

SUBJECT: **Business Licensing Bylaw 23-951**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: August 22, 2023
DEPARTMENT: PLANNING & EC. DEVELOPMENT
STRATEGIC PLAN: Governance

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH MANAGER: SD
DIR: MAV PRESENTER: AB
LEG:

RELEVANT LEGISLATION:

Provincial - Municipal Government Act (MGA), RSA 2000

Council Bylaw/Policy - Bylaw 00-324 The Licensing Bylaw
Bylaw 20-855 The Advertising Bylaw
Policy 7002 Advertising

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 23-951, “Business Licensing Bylaw”, as presented.

BACKGROUND/PROPOSAL:

On July 18, 2023, Committee of the Whole accepted the Business Licensing Bylaw “Option 2” proposal, requiring mandatory business licensing in Greenview Hamlets, after a complete review of Bylaw 00-324 “The Licensing Bylaw” was undertaken by Greenview Administration.

In the previous Bylaw 00-324, “The Licensing Bylaw”, Greenview did not require businesses to obtain a business license. However, the former Town of Grande Cache had a mandatory Business Licensing program which included tracking, advertising, and support to businesses in the form of providing prevalent information to business owners. When the Town of Grande Cache joined Greenview, they fell under Greenview’s Bylaw 00-324 “The Licensing Bylaw” no longer requiring business licenses from residents, making ratepayer/business owner adherence to the Bylaw, voluntary.

By requiring business licensing within Hamlets, the Planning and Economic Development Department can assist business owners by providing any necessary information and ensuring their businesses are operating in compliance with all relevant legislation and licensing. Examples of this information may be applying for grants, small business tax incentives (should they be created), the Canadian International Trade Commissioner List, the GIG Business Vendor Directory, and regional business mapping, as well as maintaining Greenview’s Online Business Directory, updating local business on bid opportunities for municipal work, maintaining contract opportunities, bidding opportunities or incentive programs, and/or new policy or bylaw creation, which may include the licensing of patios, beautification grants and/or special events permits.

Greenview administration has included provisions pertaining to Hawker and Peddler Licenses to help ensure that Hawker and Peddlers are locating their business on approved property(ies) and by providing the proper insurance information to Greenview. Once a Hawker Peddler license is obtained, Greenview can ensure that all relevant departments are aware of the approved area where the Hawker Peddler business will operate and the hours of operation. Further, a provision stating that Mobile Vending units operating on Greenview-owned property must provide proof of insurance in the amount of two million dollars (\$2,000,000) upon final approval of their application, has been added to the bylaw.

Included in the provisions for the Procedure for Issuance of a License, a new business license application must be submitted for a transfer of the business license to another person or transfer of ownership, or an amendment to the existing license, which may include a change in the business name, location, or the nature of the business, as well as a new business license. Once business license applications are received, a database will be updated with the business owner information provided on the application form, the business license number issued to the business, and the original development permit application number to ensure the business is in compliance with Greenview's current Land Use Bylaw and all relevant legislation.

Special provisions have been included to differentiate a Temporary Business, which would include a business operating for a term of four (4) consecutive months or less, and a Special Event which would include an event which would occupy a large area or hall for a specified time. If a Temporary Business wishes to operate for more than four (4) months, they will be advised to apply for a permanent business license. Greenview Administration will, at this time, review the application and advise the business owner if a Development Permit is required, as their business will be transitioned to become permanent in nature.

Annual Business License renewal letters are sent to business owners in the fall to advise that business licenses must be renewed by December 31, for the following calendar year. Administration would like to have the Business Licensing Bylaw process completed by the end of September 2023, to provide adequate time for business owners to be made aware of any changes and ensure compliance with the bylaw. Further, Administration would like to allow enough time for the collection of sufficient information, from small business owners, to determine eligibility for a proposed Small Business Tax Rate. This would be part of the 2024 Tax Rate Bylaw and would therefore need to be considered as part of the budget deliberations in the fall.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended action is that Administration will be able to provide small business tax incentives, beautification grants, patio licensing, hawker and peddler licensing, and online advertising and support to business owners.
2. add

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to send the bylaw to Policy Review Committee for review. However, this is not recommended as this bylaw has been reviewed by Committee of the Whole twice. The acceptance of this alternative will delay the implementation of all benefiting programs for business owners.

Alternative #2: Council has the alternative to refuse Bylaw 23-951. However, this is not recommended as business licensing in Greenview is a prevalent and advantageous practice, like most municipalities in Alberta.

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 create a new business license application form, meet with other Greenview departments for new application form information, collect information to provide business owners upon their application for a business license, update the Online Business Directory, ensure information is collected to enable a Small Business Tax Bylaw option to be available to Council for review and deliberation, and create a monthly email group to contact businesses with pertinent information once business owners sign up.

ATTACHMENT(S):

- Business Licensing Bylaw



BYLAW NO. 23-951 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, relating to the Licensing and Regulation of Businesses, in the Municipal District of Greenview No. 16.

WHEREAS, pursuant to Section 8 of the *Municipal Government Act*, R.S.A 2000, c.M26, and all amendments thereto, the Council of the Municipal District of Greenview No. 16. may enact bylaws to control and regulate all businesses, business activities, and persons engaged in a business carried on within the Municipal District of Greenview No. 16. including the manner of operation, the nature of the operation and the location thereof, and may license any or all such businesses or industries whether or not the business has a business premise within the municipality;

WHEREAS, the Municipal District of Greenview No. 16. may enact bylaws respecting the safety, health and welfare of people and the protection of people and property;

WHEREAS, the Municipal District of Greenview No. 16. may enact bylaws respecting the enforcement of bylaws made under the *Municipal Government Act*;

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

1. TITLE

1.1. This bylaw shall be cited as the "Business Licensing Bylaw."

2. DEFINITIONS

2.1. **Act** means the *Municipal Government Act*, R.S.A 2000, c.M26, and all amendments thereto.

2.2. **Applicant** means a Person who applies for a license under the provisions of this Bylaw.

2.3. **Business** means:

- A) a commercial, merchandising, or industrial activity or undertaking;
- B) a profession, trade, occupation, calling, or employment; or
- C) an activity providing goods and services, organized or formed, including a cooperative or association of Persons.

2.4. **Business License** means a license to be issued, pursuant to this Bylaw, for the purpose of licensing any business operating within Greenview, entitling the licensee to carry on the specified activity.

2.5. **Business Location** means the premises used or occupied, as indicated on the approved development permit, by any Person in the conduct of business.

2.6. **Bylaw Enforcement Officer** means a Community Peace Officer for the Municipal District of Greenview No. 16.

2.7. **CAO** means the Chief Administrative Officer for the Municipal District of Greenview No. 16, appointed by Council or delegate.

Commented [SS(1)]: Or delegate? ie, anyone who the cao passes his authority to

2.8. **Charitable or Non-Profit Organization** means any Person, association, or corporation engaged entirely in charitable activities or engaged in the promotion of general social welfare within Greenview, as defined by Revenue Canada under the *Income Tax Act* and/or has a valid Revenue Canada Registered Charity Number.

2.9. **Council** means the Municipal Council for the Municipal District of Greenview No. 16, in the Province of Alberta, as elected and defined by the Act.

2.10. **Development Permit** means a document authorizing a development issued pursuant to Greenview's Land Use Bylaw.

2.11. **Greenview** means the Municipal District of Greenview No. 16.

2.12. **Hamlet** means an unincorporated community within the boundaries of Greenview, designated as a hamlet pursuant to section 59 of the Act and in accordance with Greenview Policy.

Commented [SS(2)]: And in accordance with Greenview Bylaws?

2.13. **Hawker or Peddler** means any Person who, whether as principal or agent who:

- A) Goes from house to house selling or offering for sale any merchandise or service, or both, to any Person and who is not a wholesale or retail dealer in that merchandise or service;
- B) Offers or exposes for sale to any person by means of samples, patterns, cuts, or blueprints, merchandise or a service, or both, to be afterwards delivered in and shipped into the municipality to the customer;
- C) Sells merchandise or service, or both, on the streets or roads or elsewhere other than at a building that is a permanent place of business for that business; or
- D) Does not have a permanent place of business in the municipality.

2.14. **Home Occupation** means a business carried on as a secondary use of a dwelling unit and/or its accessory buildings by at least one of the permanent residents of such dwelling.

2.15. **Land Use Bylaw** means Greenview's Land Use Bylaw(s).

2.16. **Licensee** means a Person to whom a license has been issued, pursuant to the provisions of this Bylaw.

2.17. **Mobile Vendor** means any Person selling goods, food, services, or amusements from a mobile motor vehicle trailer or similar structure that is designed for offering the sale of goods, food, or services.

- 2.18. **Non-Resident Business** means any business that does not ordinarily locate or maintain a permanent place of business within Greenview.
- 2.19. **Order** means a document alleging an offence of a Municipal bylaw allowing for payment of the specified amount for the issuance of a Business License.
- 2.20. **Person** means and includes any Person, firm, partnership, corporate body, or association.
- 2.21. **Resident Business** means any business which ordinarily locates or maintains a permanent place of business within Greenview.
- 2.22. **Special Events** means events such as trade shows, circuses, etc., which occupy large areas or halls for a specified time.
- 2.23. **Temporary Business** means any commercial or industrial business activity; a profession, trade, occupation; or an activity providing goods or services for a period not exceeding four (4) consecutive months.
- 2.24. **Valid Complaint** means a complaint received by Greenview in writing and must include the name, address, and phone number of the complainant, and the legal location of the complaint site.
- 2.25. **Violation Ticket** means as defined in the Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-34, as amended.
- 2.26. **Youth** means any Person under the age of majority in the Province of Alberta.
3. **LICENSE ELIGIBILITY**
- 3.1. This Bylaw shall apply to any business or occupation within a Hamlet with the intent of making a profit.
- 3.2. No business shall operate within a Hamlet unless in compliance with all applicable Federal, Provincial or Municipal statutes, regulations, or Bylaws.
- 3.3. A separate Business License is required for each Business Location.
- 3.4. Any Person who operates more than one business, whether on the same premises or separate premises, is required to have a separate Business License for each business.
- 3.5. Any business requiring any other permit(s) related to ensuring the eligibility of the proposed Business Location, which shall include but not be limited to a Development Permit under the Land Use Bylaw, must obtain these permit(s) prior to the issuance of a Business License.

4. EXEMPTIONS

4.1. The following Persons are not required to obtain a Business License; however, it is encouraged for the purpose of documentation within Greenview:

- A) Any business whose primary location is outside of a Hamlet boundary;
- B) Agricultural operations not requiring a Development Permit under the Land Use Bylaw;
- C) Farmers or businesses carrying on activities at a Farmer's Market registered with the Farmer's Market Association;
- D) Non-resident businesses whose only business activity is:
 - i. The supply or delivery of wholesale or bulk goods to a resident business; or
 - ii. Delivery of materials or goods provided that the transaction and / or negotiation to purchase those items takes place outside Greenview.
- E) Any Person or professional whose practice is governed by a federal or provincial body, including but not limited to:
 - i. Medical Doctors;
 - ii. Dentists;
 - iii. Registered Accountants;
 - iv. Barristers and Solicitors;
 - v. Land Surveyors or Engineers;
 - vi. Insurance Agents or Adjustors;
 - vii. Continuing Care Provider or Operator.
- F) A day home service provider that is registered with a provincially approved Day Home Agency;
- G) A business exhibiting at a trade show or exhibition held in Greenview for a consecutive period not exceeding seven (7) days;
- H) Any Person or Youth providing occasional light duty, such as newspaper deliveries, babysitting, light yard work, etc.;
- I) Any other businesses that are excluded from the requirements of the Bylaw by an Act or Provincial Statute;
- J) Regional Commissions, Intermunicipal Services Agencies, or businesses carried on by the Municipal, Provincial, or Federal Government; and
- K) Any other business exempted through or by order of Council.

4.2. This section does not apply to Special Events, however a Business License is required for the organizer listing all the associated vendors or exhibitors participating in the event.

5. PROCEDURE FOR ISSUANCE OF LICENSE

5.1. Application

- A) An application must be submitted for:
 - i. A new Business License;
 - ii. Amendment to an existing business license, including a change in the business name, business location, or a change to the nature of the business; and
 - iii. A transfer of a Business License to another Person.
- B) Persons may make an application to Greenview on the appropriate license application form and provide any additional documentation as required by Greenview.
- C) The registered property owner's signature is required on the application if the applicant is not the property owner.

D) The applicable fee shall accompany all Business License applications in accordance with the Schedule of Fees Bylaw.

5.2. Issuance

A) Greenview shall:

- i. Receive, consider, and decide upon all applications;
- ii. create and maintain a Business License database; and
- iii. Inform the applicant of the necessary Development Permit requirements.

B) Greenview reserves the right to refuse any application for a Business License at its sole discretion.

6. HAWKERS, PEDDLERS, & MOBILE VENDORS

6.1. No Person shall commence, carry on, or engage in the business of a Hawker, Peddler, or Mobile Vendor on public or private property within a Hamlet unless and until such Person is the holder of a Hawker, Peddler, or Mobile Vendor License.

Commented [SS(3)]: Business license? Or are these separate from business licenses?

6.2. Hawkers, Peddlers, and Mobile Vendors shall apply in the same manner as stated in Section 5.1.

6.3. Resident Businesses operating as Hawker, Peddlers, or Mobile Vendors that hold a valid Greenview Business License will be exempt from fees but must meet the other requirements of this section.

6.4. Operations of Hawkers, Peddlers and Mobile Vendors shall be restricted to privately or publicly owned properties designated as Commercial, Industrial, or Recreational under the Land Use Bylaw.

6.5. No Person shall commence, or carry on or engage in, the business of a Hawker, Peddler, or Mobile Vendor on a property unless or until they provide written consent by the owner of that property for the business to be conducted on that property.

6.6. Mobile Vendors shall not operate on any public roadway or road rights-of-way except where permitted within the Hamlet of Grande Cache.

Commented [SS(4)]: Only in GC?

6.7. Hawkers, Peddlers, and Mobile Vendors shall conduct and locate their business in a manner and location which causes minimal disturbance to the normal operations of the property and surrounding roadways.

6.8. Hawkers, Peddlers or Mobile Vendors shall not call upon residents before 9:00 a.m. and after 8:00 p.m.

6.9. No Hawker, Peddler or Mobile Vendor shall sell goods, foods, amusements, or services within thirty (30) meters of a commercial retail storefront which sells similar goods, foods, amusements, or services.

- 6.10. No License shall be issued to a Hawker, Peddler or Mobile Vendor of foodstuffs, fruits, and/or vegetables unless or until they obtain the appropriate permits, licenses, or certificates, as required by Alberta Health Services.
- 6.11. Mobile Vending Units operating on Greenview-owned property must indemnify and save harmless the Municipal District of Greenview No. 16, its employees, and agents, from and against all claims, expenses, actions, losses, costs and suits caused by or arising out of, directly or indirectly, the performance of the License, or by reason of any matter or thing done by or not done by the Mobile Vendor, its employees or agents. Mobile Vendors are required to show proof of liability insurance in the amount of two million dollars (\$2,000,000), upon final approval of their application.
- 6.12. Mobile Vendors shall assume all responsibility for themselves, their employees, or anyone otherwise authorized to sell goods or products at the vending location and ensure compliance with the terms and conditions of their License approval.

7. SPECIAL PROVISIONS

7.1. Temporary Businesses:

- A) May apply in the same manner as stated in Section 5.1;
- B) A Temporary Business License shall permit the business to operate for a term of four (4) consecutive months or less;
- C) If a Temporary Business continues operation beyond the permitted term, they shall apply for a permanent Business License.

7.2. Special Events:

- A) Organizers or Event Planners must apply for a Temporary Business License with Greenview;
- B) No person shall operate, maintain, conduct, or advertise a special event in Greenview unless they have first obtained a Development Permit to operate or conduct such an event, and have attended a pre-application meeting with Greenview's Planning and Development Department.
- C) Applications for Temporary Business License to conduct a special event shall be decided upon by the provisions of the Special Events Licensing Bylaw, should one exist.
- D) Requirements for application may vary.

7.3. Greenview reserves the right to refuse any application for Temporary Business License at its sole discretion.

8. FEES

8.1. Any business located or operating within a Hamlet, unless exempted under the provisions of this Bylaw, is subject to fees in accordance with the Schedule of Fees Bylaw.

8.2. The appropriate fee shall accompany each application for a Business License as per the Schedule of Fees Bylaw.

8.3. Fees will be non-refundable.

9. VALIDITY OF BUSINESS LICENSE

- 9.1. Any change in the business ownership, scope of operations or location without written notification to Greenview will render the Business License invalid.
- 9.2. A Business License issued under the provisions of this Bylaw, unless renewed, shall terminate at midnight on the 31st day of December of the year in which the Business License was issued unless otherwise stated on the Business License.
- 9.3. A Business License shall be granted once the Business License fee has been paid and all relevant permitting requirements have been satisfactorily completed.
- 9.4. A Business License is only valid once it has been signed by Greenview.
- 9.5. Greenview may revoke or refuse a Business License if:
- A) The applicable permits in accordance with the Land Use Bylaw have not been obtained for the business or business premises;
 - B) The Licensee has failed to pay the annual or other applicable fees before the stated due date(s);
 - C) When a Business License is revoked or suspended, the business owner shall be notified in writing; and
 - D) Any business that continues to operate following the revocation of a Business License will be subject to fines in accordance with Schedule "A" of this Bylaw.

10. COMPLIANCE & PENALTIES

- 10.1. Any business that contravenes any provision of this Bylaw by operating a business in a Hamlet without a Business License fails to comply with any terms or conditions of a Business License issued pursuant to this Bylaw or otherwise contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction:
- A) For the first offence, a fine not less than the amount stated in Schedule "A" plus the applicable Business License fee;
 - B) For the second or subsequent offence within a 12-month period, the amount stated in "Schedule A" plus the applicable Business License Fee.
- 10.2. A Bylaw Enforcement Officer is hereby authorized to issue an Order to any Person the Bylaw Enforcement Officer believes, on reasonable and probable grounds, is in contravention of any provisions of this Bylaw in accordance with subsection 564 of the Act.
- 10.3. If the penalty specified on the Order is not paid within the prescribed time period, then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.

11. APPEALS

11.1. The applicant may appeal to Council in every case where:

- A) An application for a license has been refused; or
- B) A license has been revoked.

11.2. An appeal may be made in writing and addressed to Council within twenty-one (21) days following refusal or revocation. Council will then decide on the specific case and appeal within twenty-eight (28) days.

12. SEVERABILITY

12.1. Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a competent jurisdiction court, all other Bylaw provisions will remain valid and enforceable.

13. REPEAL AND REPLACE

13.1. This Bylaw repeals and replaces Bylaw 00-324 and the former "New Town of Grande Cache Licensing of Hawkers and Pedlars By-law No. 41."

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

Read a first time this ____ day of _____, 2023.

Read a second time this ____ day of _____, 2023.

Read a third time and passed this ____ day of _____, 2023.

REEVE

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"

Commented [SS(5)]: CPOs need the bylaw section numbers that these fines will apply to when they issue tickets.

BYLAW SECTION	OFFENCE	FINE
Section 3 License Eligibility Section 9 Validity of a Business License Section 10 Compliance & Penalties	First Offence	\$200
Section 3 License Eligibility Section 9 Validity of a Business License Section 10 Compliance & Penalties	Second and Subsequent Offences	\$500



REQUEST FOR DECISION

SUBJECT: Bylaw 23-950 – Amendment to the Valleyview Intermunicipal Development Plan (IDP)

SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: SD
DEPARTMENT:	PLANNING & EC. DEVELOPMENT	DIR: MAV	PRESENTER: JS
STRATEGIC PLAN:	Governance	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – *Municipal Government Act, RSA 2000, Chapter M-26*

Council Bylaw/Policy (cite) – *Valleyview Intermunicipal Development Plan Bylaw No. 20-860; Municipal Development Plan Bylaw No. 15-742; Land Use Bylaw No. 18-800*

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 23-950, being an amendment to the Valleyview Intermunicipal Development Plan (IDP) to change the future land use for all of the SW-9-70-22-W5M from future industrial to agricultural.

MOTION: That Council schedule a Public Hearing to Bylaw 23-950, to be held on September 26, 2023, at 9:15 am.

BACKGROUND/PROPOSAL:

An application for a Land Use Bylaw Amendment (Bylaw No. 23-938) was submitted to redistrict one (1) 4.07-hectare (10.0 acre +/-) lot from Agriculture One (A-1) District to Country Residential One (CR-1) District within SW-09-070-22-W5M. The proposed lot is located approximately 1 km southwest of the Town of Valleyview along Range Road 224, within Ward 3, Valleyview area.

The current zoning of the quarter section is Agricultural One (A-1) District. The proposed lot is currently vacant. The north and east portions of the quarter section are pasture lands, while the southwest portion is treed. A portion of the trees will be cleared to accommodate the proposed subdivided lot.

There is one other subdivided lot on the quarter section located north of the proposed lot. As the current district of A-1 does not permit more than one parcel to be taken out of the quarter section, without rezoning, as per section 8.1.4 (b) of the Land Use Bylaw, Bylaw No. 23-938 was presented to allow a second parcel out of the quarter section.

In addition to this, the Valleyview Intermunicipal Development Plan (IDP) Area encompasses this quarter section. This means that policies within the Valleyview IDP apply to this quarter section, including the future

land use envisioned for this quarter section. Under Figure 5. Future Land Use Map of the Valleyview Intermunicipal Development Plan (IDP), the land use designation for this quarter section is future industrial. Since the proposed land use bylaw amendment is to rezone the quarter section to Country Residential One (CR-1) District, with the purpose of *“accommodating residential development on mid-sized parcels”*, the proposed amendment, Bylaw No. 23-938, is counter to the future land use designation based on the Valleyview IDP.

To permit the rezoning of the quarter section and to allow the subsequent subdivision of a second parcel, the land use bylaw amendment will need to conform with the policies within the IDP. This can be attained by passing an amendment to the IDP to change the Future Land Use map from Industrial to suitable land use, such as Agricultural. As such, passing the IDP amendment will need to occur before the formal adoption of the rezoning, thus maintaining the consistency and conformity of the hierarchy of plans.

At the Regular Council meeting, held on July 11, 2023, a Public Hearing for Bylaw No. 23-938, prior to its first reading, was held to determine whether there were any support or objections to the proposed land use bylaw amendment for rezoning from Agricultural One (A-1) District to a Country Residential (CR-1) District, within Pt. SW 9-70-22-W5M. This proposed Bylaw No. 23-938 was circulated to stakeholders, adjacent landowners, and the Town of Valleyview, where Administration received six (6) comments expressing no concerns to the rezoning.

Subsequently, Council has passed first reading for this Bylaw No. 23-938 but also has directed Administration to prepare an amendment to the Valleyview IDP:

MOTION: 23.07.362 Moved by: COUNCILLOR RYAN RATZLAFF

“That Council direct Administration to prepare an amendment to Bylaw 20-860, being the Intermunicipal Development Plan with the Town of Valleyview, to accommodate Bylaw No. 23-938 within SW-09-070-22-W5M.”

Administration has prepared an amendment to the Valleyview IDP, which will accommodate Bylaw No. 23-938. However, this IDP will need to be agreed upon by both MD of Greenview and the Town of Valleyview. Section 2.5.3 of the Valleyview IDP states that *“amendments to the IDP shall be subject to agreement by both municipalities and must be adopted by both Councils in accordance with the procedures established in the MGA (Municipal Government Act).”*

Where both the municipalities agree to adopt an amendment to the IDP, section 692 (3) of the *Municipal Government Act* provides for the ability to hold a joint public hearing:

692(3) Despite subsection (1), in the case of a public hearing for a **proposed bylaw adopting or amending an intermunicipal development plan**,

- (a) councils may hold a **joint** public hearing to which [section 184](#) does not apply, and
- (b) municipalities may act **jointly** to satisfy the advertising requirements of [section 606](#).

This means Greenview and the Town of Valleyview may jointly advertise the notice of Public Hearing and jointly hold a public hearing for this Valleyview-Greenview IDP amendment; however, this is not a contentious issue, so it is not recommended as adoption of the IDP amendment is still done separately.

Currently, Administration is working with the administration of the Town of Valleyview to ensure that the same amendment to the IDP is passed. The first reading for the amendment to the Valleyview IDP is set for August 22, 2023. Discussion with the Town reveals that there are no objections to the amendment to the Valleyview IDP. The Town foresees that the public hearing and final readings for the formal adoption of the IDP amendment will occur on September 11, 2023.

If the Town of Valleyview formally adopts the amendments to the Valleyview IDP by September 11, 2023, the Council of MD of Greenview may accept the second and third readings before the Public Hearing on the proposed Public Hearing date on September 26, 2023.

It is recommended that Council does not formally adopt the amendment to the IDP, meaning to give second and third readings, until such time the Town of Valleyview has formally adopted the amendment to the IDP. This ensures that Greenview does not adopt an amendment to the IDP defeated by the Town of Valleyview. If Council accepts this amendment to IDP for first reading, even if the Town of Valleyview has defeated the amendment to the IDP, Council still has the option to defeat the IDP amendment in the second reading of this Bylaw.

Municipal Development Plan - Bylaw No. 15-742

Section 3.4.4 Parcel Location

Where possible, subdivisions identified in 3.4.2 will be encouraged to locate on portions of a quarter section that are:

- a) Physically severed or are of lower agricultural capability; and/or*
- b) Adjacent to or near quarter section boundaries to minimize the fragmentation of agricultural land and without constraining or otherwise impacting agricultural operations on the quarter section.*

The area of the proposed rezoning and subdivision is located near or adjacent to the quarter section boundaries. The location of the proposed subdivision minimizes or reduces any conflicts and fragmentation of adjacent agricultural land within the quarter section. Section 3.4.4 supports the location of the proposed rezoning and subdivision.

3.5.1 Subdivision of Agricultural Lands

On those lands that are not defined as better agricultural lands or that are considered exceptions by Greenview to the definition of better agricultural land by virtue of slope, configuration, surrounding land use or size, Greenview may allow the subdivision and/or development of non-agricultural uses.

Where the rezoning and subdivision are to occur, the area is predominantly treed and not currently used for any agricultural activity. Additionally, the land uses within the immediate vicinity are similar to the subject quarter section, where there are country residential developments with minimal agricultural activities. In accordance with section 3.5.1, the rezoning, and possible subdivision, of this parcel for the purpose of country residential may be allowed in this case.

Land Use Bylaw No. 18-800

The current zoning of Agriculture One (A-1) District only allows one parcel to be removed through subdivision from an unsubdivided quarter section without rezoning. Rezoning the proposed lot to Country Residential (CR-1) District will allow this subdivision to occur, as this will be the second parcel out of the quarter section.

The purpose of the Country Residential One (CR-1) District is to allow for residential development on mid-sized parcels, which include minor agricultural pursuits and allow for the keeping of a limited number of livestock. The proposed land use district will allow residential development and associated servicing within the proposed lot.

Based on the policies within the Municipal Development Plan (MDP) and the Land Use Bylaw (LUB), in tandem with the Valleyview IDP, Administration has reviewed and recommends that the amendment to the Valleyview IDP to redesignate the lands from SW-9-70-22, W5M, be adopted. This will allow the formal adoption of Bylaw No. 23-938 and an associated subdivision.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that adopting the amendment to the Valleyview IDP will enable the adoption of a proposed rezoning (Bylaw No. 23-938) and a subsequent subdivision.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage to the recommended motion is that Council will be removing an area protected from ad-hoc development which was designated for future industrial/commercial employment land uses which is part of a logical progression of land uses set out in the Intermunicipal Development Plan jointing prepared with the Town of Valleyview.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to defer the first reading of Bylaw 23-950, which is an amendment to Valleyview IDP until the Town of Valleyview has formally adopted this IDP amendment. However, Administration does not recommend this action because it will further delay the process for the Bylaw 23-938 applicant.

Alternative #2: Council has the alternative to pass reading to Bylaw 23-950, changing the future land use designation from industrial to agricultural for only the 4.07ha portion of SW-9-70-22-W5M being rezoned as per Bylaw 23-938. However, the landowner has indicated they may want to proceed with additional ad-hoc fragmentation of these lands in the future and that would not be accommodated if only a portion of the lands were removed from the future industrial growth area.

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 the amendment of the Valleyview IDP is given first reading, the proposed amendment to the Valleyview IDP will then be publicly advertised, and adjacent landowners and appropriate referral agencies will be notified. Affected parties will have the opportunity to comment or attend the Public Hearing. This Public Hearing will occur prior to the second and third readings of the Valleyview IDP.

ATTACHMENT(S):

- Bylaw No. 23-950 – Amendment to the Valleyview Intermunicipal Development Plan (IDP)
- Bylaw No. 23-938 – Proposed Land Use Bylaw (LUB amendment to redistrict portion of SW 9-70-22-W5M from Agricultural One (A-1) to Country Residential One (CR-1))
- Current Valleyview IDP Future Land Use Map (as per Figure 5 of the Valleyview IDP)
- Proposed Valleyview IDP Future Land Use Map
- Farmland Rating Map
- Topography Map



BYLAW No. 23-950XX **of the Municipal District of Greenview No. 16**

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, **to provide for an amendment to the Valleyview Intermunicipal Development Plan (IDP) Bylaw No. 2020-08-20-**

860

Whereas, pursuant to Section 631 of the Municipal Government Act, RSA 2000, cM-26, as amended, two or more councils of municipalities that share common boundaries to adopt an intermunicipal development plan to include lands lying within the boundaries of the municipalities as they deemed necessary; and

Whereas, the Councils of the Municipal District of Greenview No. 16 and Town of Valleyview adopted the Intermunicipal Development Plan (IDP) Municipal District of Greenview No. 16 and Town of Valleyview, being Municipal District of Greenview No. 16 Bylaw No. 20-860 and Town of Valleyview Bylaw No. 2020-08, to coordinate the planning and development of lands between the two municipalities; and

Whereas, pursuant to section 191(1) of the Municipal Government act, RSA 2000, cM-26, the Councils of Municipal District of Greenview No. 16 and Town of Valleyview have deemed it necessary to amend the Intermunicipal Development Plan, to ensure that consistency and conformity of plans and the land use bylaw.

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 "Valleyview Intermunicipal Development Plan Amendment"

2. AMENDMENT

2.1. That section [FigureMap 5: Future Land Use Map](#) be amended to change the future land use for the following parcels:

(a) SW 9-70-22-W5M from "Future Industrial" to "Agricultural"

as per schedule A.

3. SEVERABILITY

3.1. Should any provision of this Bylaw be declared invalid by a court of competent jurisdiction, then the invalid provision shall be severed, and the remainder of the Bylaw shall remain in effect.

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~~3.1. That if any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid.~~

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4. **COMING INTO FORCE**

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

Read a first time this ____ day of _____, 2023.

Read a second time this ____ day of _____, 2023.

Read a third time this ____ day of _____, 2023.

REEVE

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"

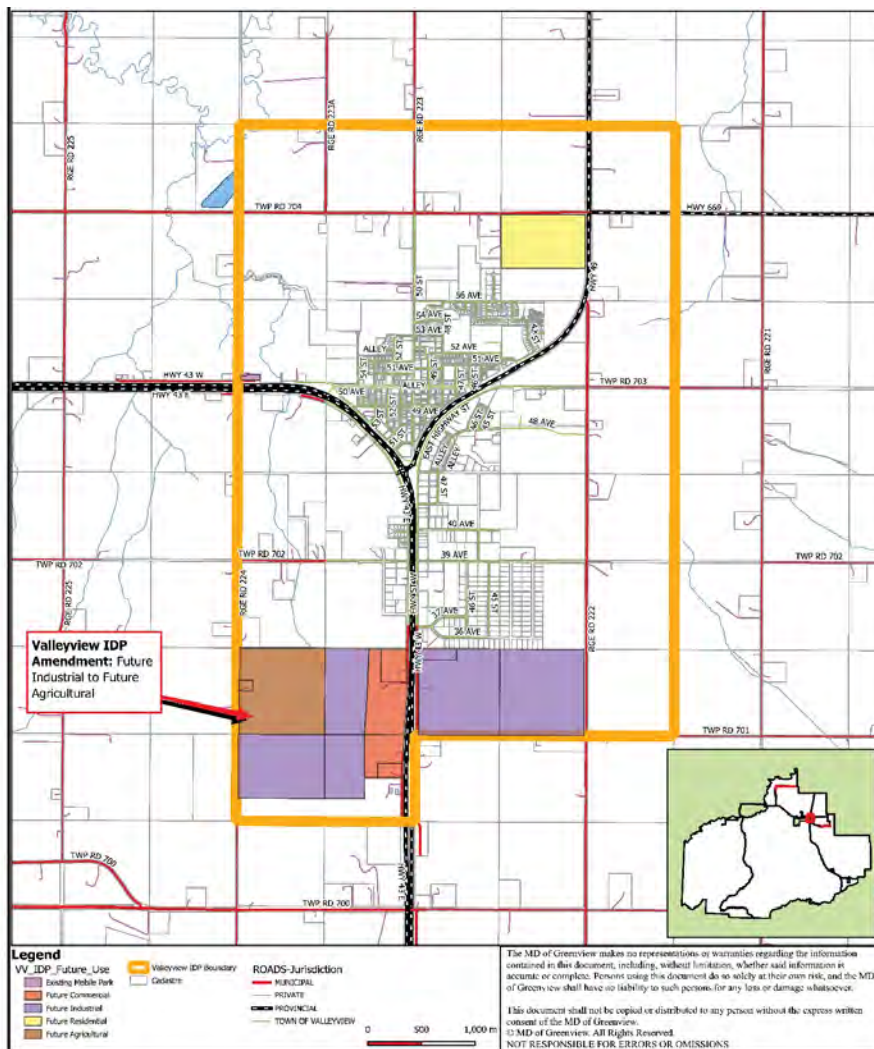
To Bylaw No. 23-XXX

MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All of the Southwest (SW) Quarter of Section Nine (9) Within Township Seventy (70) Range
Twenty-Two (22) West of the Fifth Meridian (W5M) be redesignated from "Future Industrial" to
"Agricultural" as depicted below:

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Bylaw 2 ~~34-000~~ 3





BYLAW No. 23-938

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. 18-800, being the Land Use Bylaw for the Municipal District of Greenview No. 16

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

1. That Map No. 15 in the Land Use Bylaw, being Bylaw No. 18-800, be amended to redistrict the following area:

All that Portion of the
Southwest (SW) Quarter of Section Nine (9)
Within Township Seventy (70)
Range Twenty-Two (22) West of the Fifth Meridian (W5M)

As identified on Schedule "A" attached.

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

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

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

Read a third time and passed this ____ day of _____, A.D., ____.

REEVE

CHIEF ADMINISTRATIVE OFFICER

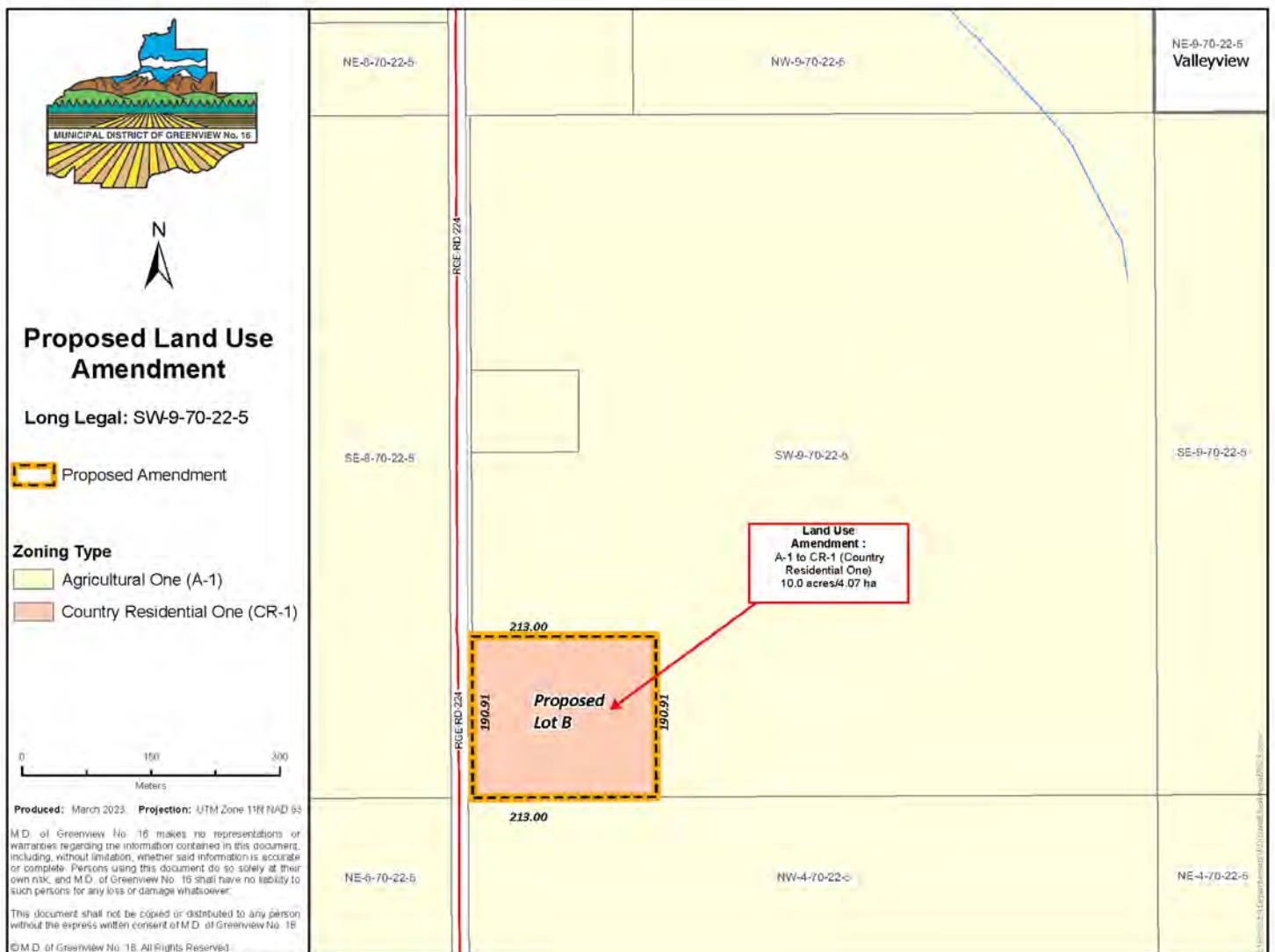
SCHEDULE "A"

To Bylaw No. 23-938

MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All that Portion of the
Southwest (SW) Quarter of Section Nine (9)
Within Township Seventy (70)
Range Twenty-Two (22) West of the Fifth Meridian (W5M)

Is reclassified from Agricultural One (A-1) District to Country Residential One (CR-1) District as identified below:



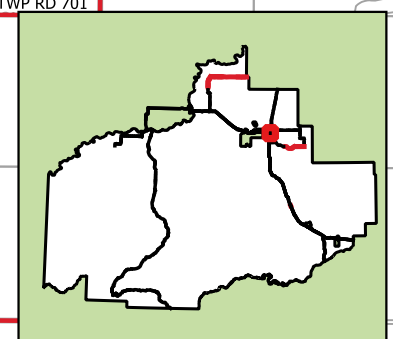
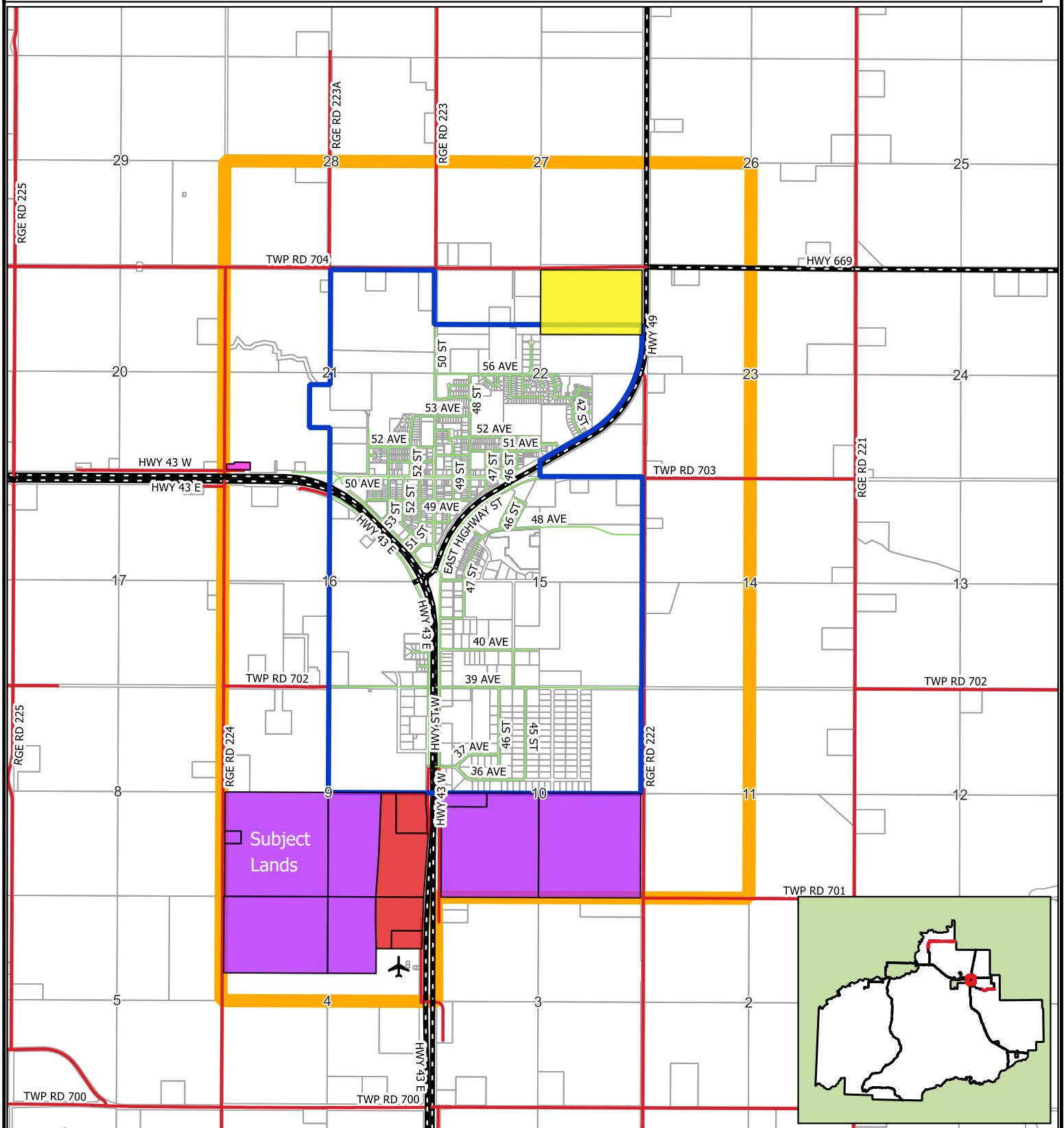


Valleyview IDP Boundary

Produced: March 30, 2023
Projection: UTM 11N NAD83



Scale: 1:40,000



Legend

- Valleyview IDP Boundary
- Future Commercial
- Future Industrial
- Future Residential
- Existing Mobile Park (No Expansion Permitted)

- Town Boundary
- Cadastre
- Airport - Existing

- ROADS-Jurisdiction
- MUNICIPAL
- PROVINCIAL
- TOWN OF VALLEYVIEW

0 500 1,000 1,500 m

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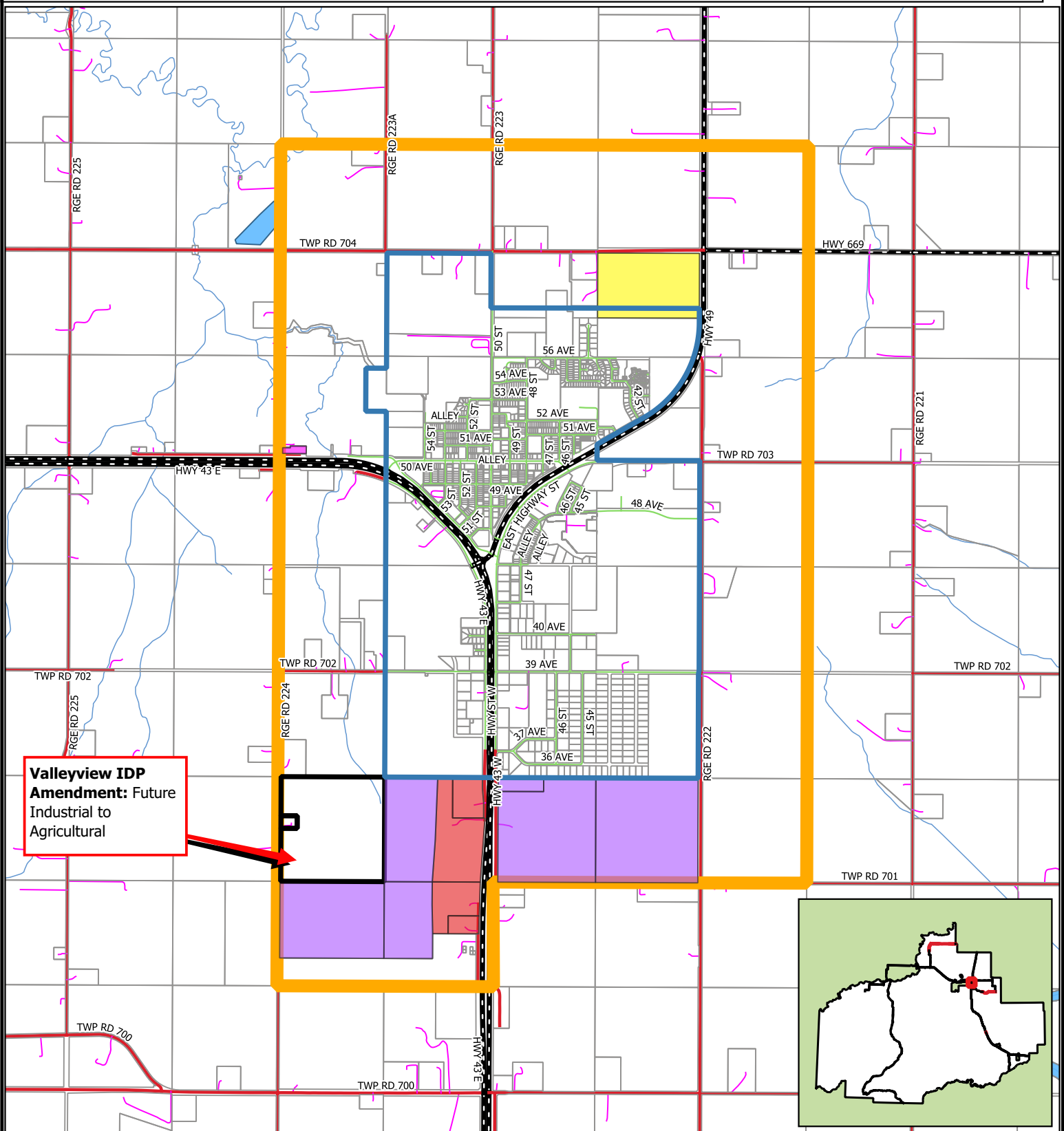


Valleyview IDP Boundary

Produced: August 08, 2023
Projection: UTM 11N NAD83



Scale: 1:40,000



Valleyview IDP Amendment: Future Industrial to Agricultural

Legend

VV_IDP_Future_Use
Future Agricultural
Existing Mobile Park
Future Commercial
Future Industrial
Future Residential

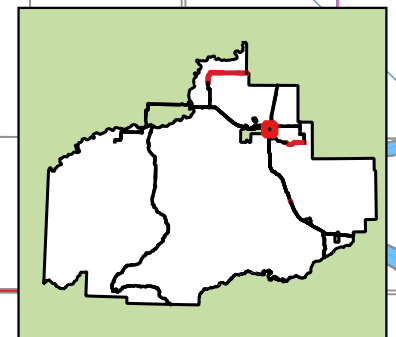
Valleyview IDP Boundary
Town Boundary
Cadastre

ROADS-Jurisdiction
MUNICIPAL
PRIVATE
TOWN OF VALLEYVIEW
PROVINCIAL

0 500 82 1,000 m

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Proposed Land Use Amendment - AGRASID







Long Legal: SW-9-70-22-5



Proposed Amendment

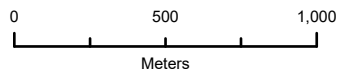
Legend

AGRASID

-  inclined plain - low relief
-  inclined with BR - low relief
-  level organic
-  ridged - low relief
-  undulating - low relief
-  undulating - high relief

**** Spring Grain LSRS Values Displayed****

Scale: 1:25,000

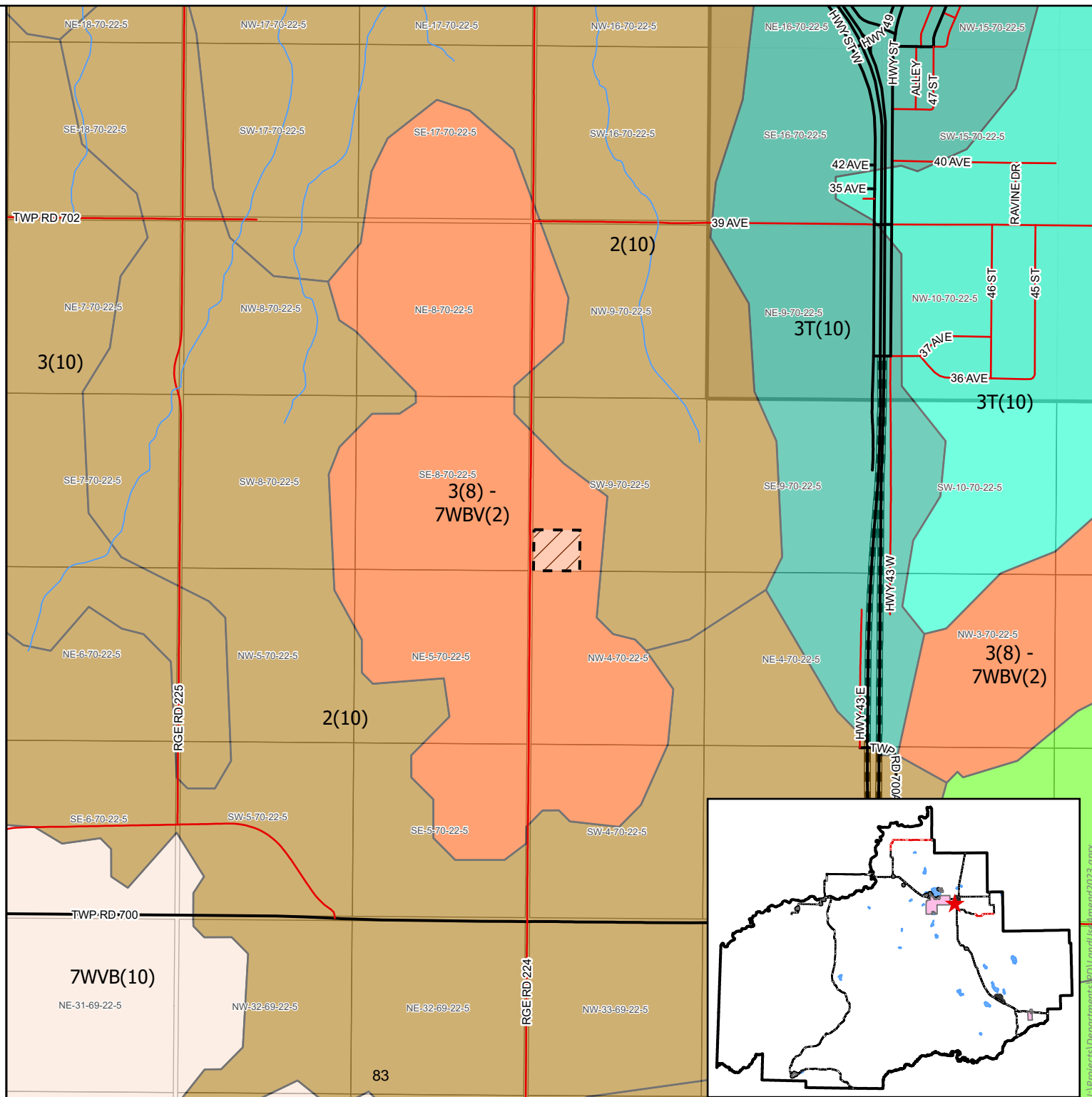


Produced: May 2023 **Projection:** UTM Zone 11N NAD 83

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Proposed Land Use Amendment - Topography

Long Legal: SW-9-70-22-5

 Proposed Amendment

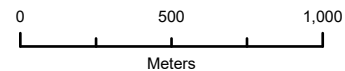
Legend

Contour Line(m)

— Minor

40cm Imagery, 2022

Scale: 1:25,000

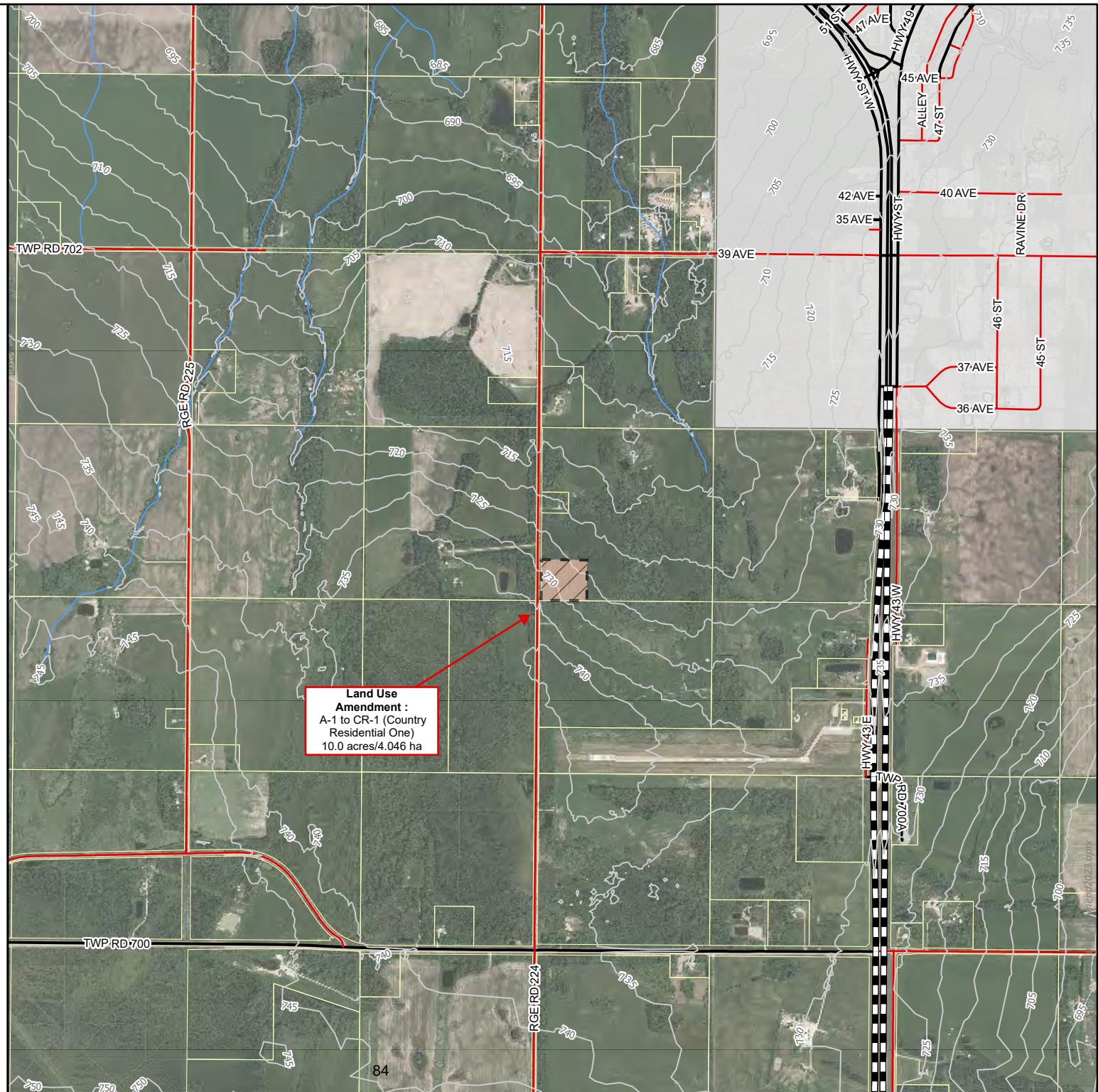


Produced: May 2023 Projection: UTM Zone 11N NAD 83

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REQUEST FOR DECISION

SUBJECT:	Fireworks Bylaw 23-940		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: WB
DEPARTMENT:	PROTECTIVE SERVICES	DIR: MH	PRESENTER: WB
STRATEGIC PLAN:	Culture, Social & Emergency Services	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) -Forest and Prairie Protection Act,

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council give first reading to Fireworks Bylaw 23-940.

MOTION: That Council give second reading to Fireworks Bylaw 23-940.

BACKGROUND/PROPOSAL:

Fireworks and other pyrotechnic products continue to gain popularity. With their impressive auditory and visual effects, it is not surprising that such products play important roles in celebrating special events. According to the Canadian Hospitals Injury Reporting and Prevention Program (CHIRPP) between April 1, 2011 and May 24, 2019, there were 122 reported cases of unintentional injuries related to fireworks and other similar products; Teenagers between the ages of 15 and 19 represented the largest proportion but were closely followed by adolescents between the ages of 10 and 14. Approximately a third of all injuries (32%) occurred on days surrounding Victoria Day (May 16-24) and Canada Day (June 29-July 3).

Fireworks Bylaw 23-940 will mitigate the described risk of fireworks use, provide access for purchase, and allow the sale of fireworks through compliance with the Forest and Prairie Fire Protection Act, the National Fire Code (2019 Alberta Edition) and the Federal Explosives Act.

This bylaw also provides comprehensive fireworks regulation across the Greenview area, replacing the existing Grande Cache Fireworks Bylaw No. 766.

Fireworks Bylaw 23-940 references all applicable federal and provincial legislation and regulation.

Upon completion of the third reading of Bylaw 23-940, the Grand Cache Bylaw No. 766 would be repealed.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the motion is that Greenview will have a Bylaw in place that will enhance public safety and provide access for the purchase and sale throughout Greenview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative of not giving first and/or second readings to the bylaw.

Alternative #2: Council has the alternative to make amendments.

FINANCIAL IMPLICATION:

Direct Costs: N/A

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 apply recommendations from Council for third reading.

ATTACHMENT(S):

Fireworks Bylaw No. 766

Fireworks Bylaw No. 23-940

**THE TOWN OF GRANDE CACHE
BY-LAW NO. 766**

BEING A BYLAW OF THE TOWN OF GRANDE CACHE, IN THE PROVINCE OF ALBERTA, TO PROHIBIT THE POSSESSION, SALE, STORAGE, PURCHASE AND DISCHARGE OF FIREWORKS BY ANY PERSON OTHER THAN A PERSON IN POSSESSION OF A VALID FIREWORKS OPERATORS CERTIFICATE ISSUED BY THE GOVERNMENT OF CANADA, PURSUANT TO THE EXPLOSIVES ACT OF CANADA AND ITS REGULATIONS AND AUTHORIZED BY THE TOWN OF GRANDE CACHE

WHEREAS the *Alberta Municipal Government Act, RSA 2000, being Chapter M-26, as amended*, provides that Council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property and provides for municipalities to enact bylaws to regulate or prohibit and provide for a system of licenses, permits or approvals;

WHEREAS the Council for the Town of Grande Cache recognizes that fireworks are explosive devices which are classified as ‘Dangerous Goods’ under the Alberta Fire Code and which, when used improperly by untrained persons, can cause injury, damage, fire and death;

WHEREAS the Council for the Town of Grande Cache has determined that the possession, sale, storage, purchase and discharge of fireworks not authorized by the Town and by persons not in possession of a Fireworks Operator Certificate, creates an unacceptable level of risk to life, health and safety of people and property.

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

1.0 NAME

1.1 This bylaw may be referred to as ‘Fireworks Bylaw’.

2.0 DEFINITIONS

2.1 In this bylaw:

- a) **CHIEF ADMINISTRATIVE OFFICER** shall mean the Chief Administrative Officer or his/her designate for the Town of Grande Cache pursuant to the *Alberta Municipal Government Act, RSA 2000, Chapter M-26*.
- b) **ENFORCEMENT OFFICER** means a Community Peace Officer, Bylaw Enforcement Officer or Police Officer with the authority to enforce the bylaws of the Town of Grande Cache.
- c) **FIRE CHIEF** means the Public Safety Officer hired by Council as head of the Grande Cache Fire/Rescue Department.
- d) **FIREWORKS** means and includes one single item of explosive device listed under the *Explosives Act (RSC 1985, c. E-17) as Class 7, Division 1 or Class 7, Division 2, Subdivision 1 or 2 of the Explosive Regulations, CRC, c. 599*, excluding the items commonly referred to as sparklers or toy pistol caps.
- e) **FIREWORKS OPERATION CERTIFICATE** means a certificate issued by the Government of Canada under the *Explosives Act (RSC 1985, c E-17)* and its Regulations to discharge fireworks. This includes both levels of the Fireworks Operators Certificate – Assistant and Supervisor.
- f) **FIREWORKS PERMIT** means an approved application form issued by the Town of Grande Cache allowing the use of fireworks within the Town.

Chair Initial _____

CAO Initial _____

- g) **OWNER** means:
 - i. a person who is registered on title at the Alberta Land Titles Offices;
 - ii. a person who is recorded as the owner of the property on the assessment role of the Town of Grande Cache;
 - iii. a person who has purchased or otherwise acquired the property, whether purchased or otherwise acquired from the owner or from another purchase and has not become the registered owner thereof;
 - iv. a person controlling the property under construction; or
 - v. a person who is the occupant of the property under a lease, rental, license or permit.
 - h) **PERSON** means an individual and includes a firm, partnership, joint venture, proprietorship, corporation, association, society and any other legal entity.
 - i) **PROPERTY** means any lands, buildings, structures or premises, or any personal property located thereupon, within the municipal boundaries of the Town.
 - j) **PYROTECHNIC DISPLAY** means twenty-five (25) units or more of fireworks placed in an area to be discharged to present a show.
 - k) **TOWN** shall mean the Town of Grande Cache.
- 2.2 For words not defined in this bylaw, the definitions in the following enactments, as amended in order of precedence shall be used, *Alberta Municipal Government Act (RSA 2000, c. M-26)*, *Alberta Safety Codes Act (RSA 2000, c. S-1)*, *Alberta Fire Code*, *Explosives Act (RSC 1985, c. E-17)*, for words not defined above, reference should be made to the Canadian Oxford dictionary.

3.0 PROHIBITIONS

- 3.1 No person shall:
- a) display for sale,
 - b) offer for sale,
 - c) sell,
 - d) purchase, or
 - e) possess to sell
- any fireworks within the Town.
- 3.2 No person shall store fireworks within the Town.
- 3.3 No person shall, without authorization pursuant to Section 4.4:
- a) obtain;
 - b) give;
 - c) discharge, or
 - d) otherwise possess
- fireworks within the Town.
- 3.4 No person, other than an individual who has a valid Fireworks Operator Certificate and with authorization under Section 4.4, shall set up, operate or discharge a pyrotechnic display within the Town.
- 3.5 No person shall transport fireworks within the Town without a permit from another municipality to possess fireworks. Permits issued in any other municipality may be used to transport any fireworks through the Town directly out of the Town without stopping only.

4.0 PERMISSIONS

- 4.1 A person holding a valid Fireworks Operator Certificate may conduct a show after receiving an approved Fireworks Permit in writing from the Fire Chief.

Chair Initial _____

CAO Initial _____

- 4.2 A person with a valid Fireworks Operator Certificate will apply in writing, a minimum of twenty-eight (28) calendar days prior to an event to the Fire Chief for a Fireworks Permit to conduct a display or show. The application, in writing, will cover all the information required by the *Explosives Act* and the Alberta Fire Code. It will include, but not be limited to:
- a) date, time and location of the proposed event,
 - b) names, addresses and certification numbers of all display supervisors or pyro technicians and assistants participating in the show,
 - c) the name of the sponsor or purchaser of the event, including names and contact phone numbers of sponsors,
 - d) a full description of the planned event and a list of all materials to be fired, detonated, burnt or energized during the event,
 - e) the location, including a drawing of the area with safety zones,
 - f) the emergency plan for the event,
 - g) verification of liability insurance in an amount of five (5) million dollars, listing the Town of Grande Cache as an additional insured,
 - h) payment of the designated application fee, and
 - i) any other information deemed necessary by the Fire Chief.
- 4.3 Fireworks Permits will only be issued for the following:
- New Year, December 31
 - Canada Day, July 1
 - Labour Day, first Monday in September
 - Special Events specifically approved by a resolution of Council.
- 4.4 The Fire Chief may choose to issue to a person with a valid Fireworks Operator Certificate, in the form of a signed and approved Fireworks Permit, giving permission for a show or display to take place. The Fireworks Permit must be present at the event to be valid.
- 4.5 The Fire Chief may choose not to issue a Fireworks Permit to anyone for a display or show if, in their opinion, such a display or show may create a risk to life, safety or property or the display is not in the best interest of the community.
- 4.6 The Fire Chief may attach any terms and conditions in a Fireworks Permit that he or she deems appropriate for the individual event.
- 4.7 The Fire Chief may choose to revoke any previously issued Fireworks Permit for reasons of non-compliance with:
- a) the Alberta Fire Code,
 - b) the Explosives Act,
 - c) letter of permission, including any terms and conditions,
 - d) changes in environmental conditions, and/or
 - e) for any reasons of safety to life, limb or property.
- 4.8 A copy of the Fireworks Permit issued under section 4.4 with conditions must be present at the time of the display and provided to an Enforcement Officer when requested.
- 4.9 No Fireworks Permit issued in any other municipality shall be valid in the Town to discharge fireworks in the Town.
- 4.10 Council from time to time may, by resolution, establish a fee for a Fireworks Permit authorizing a pyrotechnic display.

5.0 ENFORCEMENT

- 5.1 An Enforcement Officer with reasonable and probable grounds, may seize, take, remove or cause to be seized, taken or removed, any fireworks offered or exposed for sale or being held or possessed or used in contravention of this bylaw.

Chair Initial _____

CAO Initial _____

- 5.2 Any costs incurred as a result of the seizure or disposal of the fireworks by an Enforcement Officer, in accordance with section 5.1, shall be borne by the person in possession of the fireworks at the time of the seizure or property owner at the time of seizure.
- 5.3 On reasonable and probable grounds, an enforcement Officer may enter and inspect any place, other than a dwelling, in which fireworks are stored, transported or used and may open and inspect any room, container, vehicle or package that the Enforcement Officer has reasonable and probable grounds to believe contains fireworks in contravention of this bylaw. Entering a dwelling must only be done under the authority of a warrant.
- 5.4 Authority to issue a warrant where on ex parte application to a justice is satisfied by information on oath that:
- a) the conditions for entry described in subsection 5.3 exist in relation to a dwelling/house,
 - b) entry to the dwelling/house is necessary for any purpose relating to the administration of this bylaw, and
 - c) entry to the dwelling/house has been refused or there are reasonable grounds to believe that entry will be refused, the justice may issue a warrant authorizing the Enforcement Officer named in the warrant to enter the dwelling/house, subject to any conditions that may be specified in the warrant.
- 5.5 Any person who obstructs, interferes with or hinders an Enforcement Officer in the performance of the Enforcement Officer’s duties pursuant to this bylaw is guilty of an offence pursuant to this bylaw.
- 5.6 Nothing in this bylaw shall be read as intending to replace any provision under the Safety Codes Act or Regulations, federal or provincial Acts or Regulations.

6.0 PENALTIES

- 6.1 A breach of this bylaw is an offence.
- 6.2 An individual who is convicted of an offence pursuant to this bylaw for which no specific penalty has been provided is liable to a fine of not less than \$250.00 and not more than \$10,000.00 or imprisonment for a period not exceeding sixty (60) days unless such fine and costs including the costs of committal are sooner paid.
- 6.3 Where an Enforcement Officer has reasonable grounds to believe that a person has violated any provision of this bylaw, the Enforcement Officer may commence court proceedings against such person by issuing the person a Part 2 violation ticket pursuant to the provisions of the Provincial Offences Procedure Act.
- 6.4 When a conviction under this bylaw becomes final, any fireworks and containers in respect of which the offence was committed that were seized as part of the penalty for the conviction, shall be forfeited to the Town.
- 6.5 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- a) specify the fine amount established by this bylaw in Schedule ‘A’ for the offence, or
 - b) require a person to appear in court without the alternative of making a voluntary payment.

7.0 REPEAL, EFFECT AND TRANSITIONAL

7.1 This bylaw shall take force and have effect upon the final reading thereof.

Read a first time this twelfth day of February, 2014 A.D.
Read a second time this twelfth day of February, 2014 A.D.
Read a third and final time this twelfth day of February, 2014 A.D.

Shawn Moulun
Deputy Mayor

Loretta Thompson
Chief Administrative Officer

**SCHEDULE ‘A’
PENALTIES**

Section	Item	Cost
3.1 (a)	display fireworks for sale	\$500.00
3.1 (b)	offer fireworks for sale	\$500.00
3.1 (c)	sell fireworks	\$1,000.00
3.1 (d)	purchase fireworks	\$500.00
3.1 (e)	possess fireworks to sell	\$500.00
3.2	storage of fireworks	\$250.00
3.3 (a)	obtain fireworks	\$250.00
3.3 (b)	give fireworks	\$250.00
3.3 (c)	discharge fireworks	\$250.00
3.3 (d)	possess fireworks	\$250.00
3.4	set up, operate or discharge a pyrotechnic display	\$500.00
3.5	transport fireworks	\$250.00
5.5	obstruct, interfere or hinder an Enforcement Officer	\$500.00



BYLAW No. 23-940 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16 to regulate and control the sale and setting off of Fireworks within the Municipal District of Greenview No 16.

Whereas, pursuant to section 7 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended, a council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

Whereas, pursuant to section 8 of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, a council may, in a bylaw, regulate or prohibit and provide for a system of licenses, permits or approvals;

Whereas, pursuant to section 3(c) of the *Municipal Government Act*, R.S.A. 2000, c.M-26, the purpose of a municipality is to develop and maintain a safe and viable community;

Whereas, pursuant to Section 8 of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, a council may, in a bylaw, regulate or prohibit particular activities, industries, businesses, or other things;

Whereas the *Forest and Prairie Protection Act*, R.S.A. 2000, Chapter F-19, as amended, and the *Forest and Prairie Protection Regulation* AR 60/2017 provide certain discretionary and mandatory powers to enable a municipality to carry out and enforce the provisions of the Forest and Prairie Protection Act within its boundaries as applicable;

Whereas pursuant to *Explosives Regulations*, 2013, S.O.R./2013-211, a municipality has specific responsibilities and authority to review and approve Fireworks plans, ensure safe storage of Fireworks, and ensure the safety of persons using Fireworks, and the safety of other persons in Greenview;

Whereas Council recognizes that Fireworks are explosive devices and present a risk to the safety, health, and welfare of persons and the safety of property within the Municipal District of Greenview No. 16, particularly when sold, possessed, and used by a Person not adequately trained and certified; and,

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

1. TITLE

- 1.1. This Bylaw may be cited as the "Fireworks Bylaw."

2. DEFINITIONS

- 2.1. **Alberta Fire Code** means the National Fire Code (2019 Alberta Edition), as amended or repealed and replaced from time to time.
- 2.2. **Consumer Fireworks** means low-hazard articles designed for consumer use by the public classified as such under the Regulation. These articles include fountains, volcanoes, pinwheels, cakes, mines, and snakes.
- 2.3. **Display Fireworks** means high-hazard articles designed for consumer use at public gatherings, classified as such under the Regulation. These articles include aerial shells, mines, cakes, waterfalls, lances, larger Roman candles, and wheels.
- 2.4. **Event** means an event where Fireworks are used, shown, or displayed.
- 2.5. **Explosives Act** means the *Explosives Act*, R.S.C., 1985, c. E-17 and the regulations enacted thereunder, as amended or repealed and replaced from time to time.
- 2.6. **Fire Services** means Greenview Fire-Rescue Services.
- 2.7. **Firecracker** means any device that explodes instantaneously when ignited and does not produce any subsequent display or visible effect after the explosion and includes but is not limited to, those devices commonly known as Chinese firecrackers but does not include paper caps containing no more than 16.2 mg ($\frac{1}{4}$ grain) of explosive per cap or devices to be used with paper caps, such as Christmas crackers and caps used in cap pistols.
- 2.8. **Fireworks** means Display Fireworks, Consumer Fireworks and Special Effect Pyrotechnics Fireworks.
- 2.9. **Fireworks Permit** means written permission issued by a Greenview safety codes officer, which authorizes an applicant to conduct an Event.
- 2.10. **Forest Protection Area** means an area or the areas designated under section 41(c) of the *Forest and Prairie Protection Act*, R.S.A. 2000, Chapter F-19, as amended.
- 2.11. **Greenview** means the Municipal District of Greenview No. 16.
- 2.12. **Highway** is as defined in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended or repealed and replaced from time to time.
- 2.13. **Motor Vehicle** is as defined in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended or repealed and replaced from time to time.
- 2.14. **Minor** means an individual who is under 18 years of age.

2.15. **Owner** means:

- A) The Person as registered on title at the Land Titles Offices;
- B) A Person who is recorded as the owner of the property on the assessment roll of Greenview;
- C) A Person who has purchased or otherwise acquired the property, whether purchased or otherwise acquired from the owner or from another purchase, and has not become the registered owner thereof;
- D) A Person controlling the property under construction; or
- E) A Person who is in possession of the property, including under a lease, license, or permit.

2.16. **Peace Officer** includes a member of the Royal Canadian Mounted Police and Community Peace Officers appointed by Greenview to enforce Municipal bylaws.

2.17. **Person** includes a corporation and the heirs, executors, administrators, or other legal representatives of a person.

2.18. **Public Service Building** includes the Valleyview Administration Building, DeBolt Public Service Building, Grovedale Public Service Building and Grande Cache Public Service Building.

2.19. **Pyrotechnician** means an individual certified and authorized to purchase and supervise the display of Special Effect Pyrotechnics Fireworks under the *Explosives Act*.

2.20. **Regulation** means the *Explosives Regulations*, 2013, S.O.R./2013-2011, as amended or repealed and replaced from time to time.

2.21. **Safety Codes Officer** means an individual designated as a Safety Codes Officer in the Fire Discipline under the *Safety Codes Act*, R.S.A. 2000, c. S- 1, as amended.

2.22. **Special Effect Pyrotechnics Fireworks** are high-hazard pyrotechnic articles designed for use by professionals holding a Fireworks operator certificate. These articles include gerbs, mines, comets, crossettes, and special-purpose pyrotechnics made for live stage performances and the film and television industry.

3. **COMPLIANCE WITH OTHER LAWS**

3.1. Nothing in this Bylaw, including approval by Greenview, relieves the Owner, or their agents, of the responsibility of adhering to all Greenview bylaws, Provincial and Federal legislation or regulations, including but not limited to, the *Forest and Prairie Protection Act*, R.S.A. 2000, F-19, the *Fire Control Zone Regulation*, AR 29/2005 and *Forest and Prairie Protection Regulation*, AR 65/2017 and the National Fire Code (2019 Alberta Edition).

4. **FOREST PROTECTION AREA**

- 4.1. In accordance with the *Forest and Prairie Protection Regulation* AR 60/2017 no Person shall do the following in a Forest Protection Area unless that Person has received a permit from a Forest Officer:
- A) discharge or ignite Fireworks;
 - B) shoot, ignite or detonate an exploding target (an exploding target includes an incendiary target, binary target and any container holding explosive substances); or
 - C) handle or store Fireworks or exploding targets in a manner that may cause them to be discharged or ignited.
- 4.2. A Person who discharges or ignites a Firework shall immediately extinguish all burning residue from the Firework.
- 4.3. A fire advisory, restriction, ban or area closure may prohibit or limit the use of Fireworks within the Forest Protection Area during high fire danger situations, as declared by Fire Services.
- A) A Forest Officer may make municipal approval a condition of written permission. A Person may apply for written authorization for low-hazard Consumer Fireworks. Fireworks approval will be determined by a Forest Officer and based on current and expected wildfire danger and handled on a case-by-case basis. Greenview may withhold authorization.

5. **NATIONAL FIRE CODE (2019 ALBERTA EDITION) REQUIREMENTS**

- 5.1. In accordance with the National Fire Code (2019 Alberta Edition), no Person shall:
- A) Have in their possession, sell, offer for sale, give away or otherwise distribute, discharge, fire or set off Firecrackers; and
 - B) Purchase, store, use or supervise the use of a pyrotechnic device unless:
 - i. The pyrotechnic device conforms to the requirements of the *Explosives Act* and Regulation, and
 - ii. The Person is certified under the *Explosives Act* and Regulation..

6. **POSSESSION, HANDLING, AND DISCHARGE OF FIREWORKS**

- 6.1. No Person shall discharge, fire, or set off Fireworks on any land of which the Person is not the Owner;
- A) Except where the Person discharging the Fireworks has received written permission from the property Owner.
- 6.2. No Person shall store, handle, or set off Fireworks in an unsafe manner or in a way which creates a nuisance;
- A) Fireworks' storage, handling, and discharge must account for noise, danger of fire and explosion, risk of injury and death, and damage to Persons and property.
- 6.3. A Person who stores, handles, or sets off Fireworks shall use reasonable care to ensure that those Fireworks are not accessible to a Minor.

7. **CONSUMER FIREWORKS**

- 7.1. No Person shall discharge, fire, or set off Consumer Fireworks in, into, over, on, or from:
 - A) A building;
 - B) A Motor Vehicle;
 - C) A Highway; or,
 - D) A park or other public place.
- 7.2. Consumer Fireworks shall only be permitted to be set off on privately-owned property in an area not designated for residential use in Greenview's Land Use Bylaw.
- 7.3. Despite section 7.2, Consumer Fireworks may be permitted on privately owned residential property if:
 - A) The property has an area of at least one hectare; and
 - B) The location from which the Consumer Fireworks are to be set off is at least 50 meters from the property line.

8. DISPLAY FIREWORKS AND SPECIAL EFFECT PYROTECHNIC FIREWORKS

- 8.1. No Person shall advertise that a Display Fireworks Event or Special Effect Pyrotechnics Fireworks Event is to be held in Greenview unless the Person has the written permission of a Safety Codes Officer or a Forest Officer (Forest Protection Area).
- 8.2. If, in the opinion of Greenview, a Safety Codes Officer must be present at the Display Fireworks or Special Effect Pyrotechnics Fireworks Event;
 - A) The presence of such Safety Codes Officer may be a condition of the written permission of a Forest Officer (Forest Protection Area), and the applicant shall bear all associated costs;
 - B) The Safety Codes Officer has the right to enter any premises (excludes dwelling) to ensure public safety and shall not be hindered or obstructed in any way whatsoever; and
 - C) The Safety Codes Officer shall have the authority to require any precautions to prevent fire, as deemed necessary, before the discharging of any Fireworks.
- 8.3. All Persons must obtain permission from Greenview before discharging Display Fireworks or Special Effect Pyrotechnics Fireworks on Greenview property.
- 8.4. No Display Fireworks or Special Effect Pyrotechnics Fireworks are permitted within two hundred (200) meters of any place where explosives, flammable, or combustible liquids or substances are manufactured or stored.
- 8.5. Every Person using Display Fireworks or Special Effect Pyrotechnics Fireworks must:
 - A) Provide and maintain approved, fully operational fire extinguishing equipment, ready for immediate use throughout the Event and for a reasonable period thereafter.
 - B) Permit a Safety Codes Officer to inspect any site where the Fireworks may be stored, set off or displayed and;
 - C) Permit a Safety Codes Officer to inspect the Fireworks and all associated equipment.
- 8.6. Every Person shall carry out a site inspection immediately after the conclusion of the Event and shall:

- A) Remove all unused or partly used Fireworks;
 - B) Gather and remove all debris remaining after use or partial use of the Fireworks and;
 - C) Return the site to the condition it was prior to the discharge of Fireworks or holding of the Event.
- 8.7. Every Person who fires or sets off Display Fireworks or Special Effect Pyrotechnics Fireworks shall take all steps reasonably necessary to ensure no harm to Persons or property occurs.
- 8.8. Property damage or injury as a result of the firing or setting off of Display Fireworks or Special Effect Pyrotechnics Fireworks shall be the responsibility of the Person setting off the Fireworks.
- 9. **SPECIAL EFFECT PYROTECHNIC FIREWORKS**
 - 9.1. Special Effect Pyrotechnics Fireworks shall only be set off under the supervision of a certified Pyrotechnician.
- 10. **SALE OF FIREWORKS**
 - 10.1. The sale of Fireworks is permitted within Greenview, provided retailers meet all the following requirements:
 - A) Retailers must follow all applicable aspects of this and any other Greenview Bylaw or as otherwise directed by Greenview; and
 - B) Retailers must follow all provincial legislation governing the sale of Fireworks, as amended from time to time; and
 - C) Retailers must follow all federal legislation governing the sale of Fireworks, as amended from time to time.
- 11. **WRITTEN PERMISSION**
 - 11.1. The following information is required when requesting written permission from Greenview for the use of Display Fireworks and Special Effect Pyrotechnic Fireworks, as well as when submitting written permission from a Forest Officer for the use of Fireworks within the Forest Protection Area:
 - A) Name or organization name, address, and phone number;
 - B) The legal land location where the Event or gathering is to occur;
 - C) List of Fireworks that will be discharged, detonated or ignited; and
 - D) Proof of stakeholder notification to those Persons who may be affected by Fireworks activity or gathering.
 - 11.2. Additional information for Special Effect Pyrotechnic Fireworks may be required by a Greenview Safety Codes Officer or a Forest Officer if within the Forest Protection Area:
 - A) Location photo and/or a map;
 - B) Display of suppression plan;
 - C) Certificate of liability insurance;
 - D) Additional stakeholder notification; and

- E) Additional federally legislated documents, such as the Fireworks operator certificate, may apply to this activity. It is recommended that these documents be produced when applicable by the applicant upon a Forest Officer's or Greenview Safety Codes Officer's request, and the identification number may be recorded on the written permission form.

11.3. At the discretion of the Forest Officer, Fire Services approval may be required in addition to the Fireworks written permission for areas within the Forest Protection Area.

11.4. Fireworks written permission for areas within the Forest Protection Area are to be submitted to the nearest forest area office.

11.5. Fireworks written permission issued by Greenview for any area outside the Forest Protection Area may be submitted to any Public Service Building.

12. **OFFENCES**

12.1. During a fire ban imposed by Greenview or any other regulatory authority having jurisdiction, all Fireworks Permits shall be automatically suspended without further notice to the permit holder until such time as Greenview or any other regulatory authority, in their discretion, deem it appropriate to reinstate the Fireworks Permits.

12.2. It is the sole responsibility of the Person who holds a Provincial Fireworks Permit to ensure that there is no fire ban in place prior to discharging or setting off Fireworks. A Person who discharges Fireworks during a fire ban is guilty of an offence.

12.3. The onus of proving a Provincial Fireworks Permit issued in relation to any activity otherwise regulated, restricted, or prohibited by this Bylaw is on the Person alleging the existence of such a permit.

13. **PENALTIES**

13.1. A Person who contravenes any provision of this Bylaw is guilty of an offence.

13.2. A Person who is guilty of an offence is liable to a fine in an amount not less than that established in Schedule A and not exceeding \$10,000.00 and to imprisonment for not more than six (6) months for non-payment of a fine.

13.3. Minimum specific penalties for infractions and contraventions of this Bylaw are set out in Schedule A, attached hereto, and forming part of this Bylaw.

13.4. Any penalty imposed pursuant to this Bylaw will be in addition to, and not in substitute for, any other penalty or remedy imposed pursuant to any other applicable statute, law, or legislation.

14. **VIOLATION TICKET**

14.1. A Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*, R.S.A.2000, c.P-34, as amended,

to any Person whom the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

14.2. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:

- A) Specify the fine amount established by this Bylaw for the offence; or
- B) Require a Person to appear in court without the alternative of making a voluntary payment.

15. **VOLUNTARY PAYMENT**

15.1. A Person who commits an offence may:

- A) If a Violation Ticket is issued in respect of the offence; and
- B) If the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

16. **SEVERABILITY**

16.1. Should any provision of this Bylaw be declared invalid by a court of competent jurisdiction, then the invalid provision shall be severed, and the remainder of the Bylaw shall remain in effect.

17. **REPEAL**

17.1. Bylaw 766 Fireworks Bylaw and all amendments thereto are hereby repealed.

18. **COMING INTO FORCE**

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

Read a first time this ____ day of ____, 2023.

Read a second time this ____ day of ____, 2023.

Read a third time this ____ day of ____, 2023.

REEVE

CHIEF ADMINISTRATIVE OFFICER

Section	Violation	First Offence	Second Offence
5.1(A)	Display, posse, sell or discharge Firecrackers	\$500.00	\$1,000.00
6.1(A)	Failure to obtain permission from the property owner(s) before discharging Fireworks	\$500.00	\$1,000.00
6.2	Storage, handling, or discharge of Fireworks in an unsafe manner or a manner that creates a nuisance	\$250.00	\$500.00
6.3	Failure to ensure Fireworks are not accessible to a Minor.	\$250.00	\$500.00
7.2	Discharge of Consumer Fireworks on privately-owned property in an area that is not designated for residential use in the Greenview's Land Use Bylaw (unless exempt under s. 7.3)	\$500.00	\$1,000.00
7.3(B)	Discharge of Consumer Fireworks within 50 meters from the property line on a privately owned residential property.	\$500.00	\$1,000.00
8.1	Advertising a Display Fireworks Event or Special Effect Pyrotechnics Fireworks Event will be held in Greenview without written permission.	\$250.00	\$500.00
8.3	Discharging Display Fireworks or Special Effect Pyrotechnics Fireworks on Greenview property without permission.	\$250.00	\$500.00
8.4	Discharge of Display and Special Effect Pyrotechnic Fireworks within two hundred (200) meters of any place where explosives, flammable, or combustible liquids or substances are manufactured or stored.	\$500.00	\$1,000.00
8.5(A)	Failure to have fully operational fire extinguishing equipment at the site	\$500.00	\$1,000.00
8.5(B)	Failure to permit inspection of the Display and Special Effect Pyrotechnic Fireworks site.	\$1,000.00	\$2,000.00
8.5(C)	Refusal or failure to permit a Safety Codes Officer from inspecting Display and Special Effect Pyrotechnic Fireworks and all associated equipment.	\$500.00	\$1,000.00
9.1	Failure to supervise the discharge of Special Effect Pyrotechnics Fireworks by a Pyrotechnician.	\$1,000.00	\$2,000.00
12.2	Discharging Fireworks during a fire ban.	\$1,000.00	\$2,000.00



REQUEST FOR DECISION

SUBJECT:	Grande Cache Wastewater Treatment Facility Borrowing Bylaw		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: CG
DEPARTMENT:	FINANCE	DIR: MH	PRESENTER: CG
STRATEGIC PLAN:	Economy	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA, 2000, c.M-26 Sections 251-253 and 258

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council give third reading to Bylaw 23-949 “Grande Cache Wastewater Treatment Facility Borrowing Bylaw”, as presented.

BACKGROUND/PROPOSAL:

In approving the contract for the Wastewater Treatment Facility Upgrade (WW19002) on April 25, 2023, Council also provided instruction for Administration to Debenture fund the project. The first step in debenture funding is the creation of the Borrowing Bylaw.

This bylaw sets out key terms for the borrowing, such as:

- Amount
- Length of borrowing
- Upset interest rate
- Payment terms (number per year and if the payment is blended or Principal plus interest)

With the bylaw, Administration will have the ability to look at potential lenders and find options that meet the requirements of the bylaw which provide the greatest benefit to Greenview. The upset limit of the interest rate was set with discussions with CIBC that will allow us the flexibility to address the two further increases that are expected to come to bank rates.

Borrowing through the Province of Alberta and through banking institutions is available to Greenview. Borrowing through banking institutions has some options that make it appealing to Administration, particularly in the current context:

- It can be treated more like construction funding, with access to the funds through a line of credit during the construction phase with the loan only closing when the construction is complete. The final loan will be at the actual amount of funding used without drawing the entire amount before construction is complete. This earlier draw also means that we start paying it back earlier.

- End dates for the project can be more flexible, so if there are delays in the project, we have the option to push back the start of the loan.
- The rates can be hedged. Rather than applying and setting in a rate when we draw the money, the financial institution can look at what the rates are expected to be, and a hedge can be purchased to lock in that rate. The loan would settle at the spot rate, but Greenview would only pay the hedge rate, unless the rates had dropped lower. As rates are expected to decline over the construction period, this is appealing.

Greenview currently has a long-term debt of \$1,915,906 with an unused debt limit of \$166,786,582.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that it is the first step for debenture funding and will allow Administration to work with potential lenders to set terms and get rate information.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to reject the borrowing bylaw and choose to fund the capital cost through reserves; however, Administration does not recommend this action because it will put undue pressure on the reserve balances and reduce the flexibility that Greenview has to respond to financial pressures.

Alternative #2: Council has the alternative to change the amount, rate or term of payment in the bylaw; however, Administration does not recommend this as the terms were set to provide the greatest flexibility to get rates that are lower than what is being earned on its investments.

FINANCIAL IMPLICATION:

Direct Costs: Hedging costs that may be incurred if a financial institution loan is used.

Ongoing / Future Costs: The annual interest amount at the rate locked in for the borrowing.

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 work with the financial institution to determine the costs and rates associated with the borrowing and the hedge for the rates. This will be compared to Provincial funding and a loan will be done with the organisation that gives Greenview the lowest overall costs of borrowing and the most flexibility in managing investment returns.

ATTACHMENT(S):

- Grande Cache Wastewater Treatment Facility Debenture Bylaw

Borrowing

Borrowing bylaw

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

(2) A borrowing bylaw must set out

- (a) the amount of money to be borrowed and, in general terms, the purpose for which the money is borrowed;
- (b) the maximum rate of interest, expressed as a percentage, the term and the terms of repayment of the borrowing;
- (c) the source or sources of money to be used to pay the principal and interest owing under the borrowing.

(3) A borrowing bylaw must be advertised.

RSA 2000 cM-26 s251;2022 c16 s9(56)

Debt limit

252(1) No municipality may make a borrowing if the borrowing will cause the municipality to exceed its debt limit, unless the borrowing is approved by the Minister.

(2) For the purposes of subsection (1), a borrowing made by a municipality to pay for costs associated with clean energy improvements as defined in Part 10, Division 6.1 does not count against the debt limit or debt service limit of the municipality.

RSA 2000 cM-26 s252;2018 c6 s4

Use of borrowed money

253(1) Money obtained by a municipality under a borrowing must be used for the purpose for which it is borrowed.

(2) Money obtained by a municipality under a borrowing for the purpose of financing a capital property may be used for an operating purpose if the amount spent is available when it is needed for the capital property.

1994 cM-26.1 s253

Capital property - long-term borrowing

258(1) This section applies to a borrowing made for the purpose of financing a capital property when the term of the borrowing exceeds 5 years.

(2) This section does not apply to a borrowing referred to in section 263.

(3) The expenditure for the capital property must be included in a budget.

(4) The term of the borrowing must not exceed the probable lifetime of the capital property.

(5) If

(a) a borrowing bylaw that authorizes the borrowing has been passed,

(b) the money to be borrowed is insufficient because the cost of the capital property has increased, and

(c) the increased cost does not exceed 15% of the original cost of the capital property, the borrowing bylaw that authorizes the borrowing of the increased cost does not have to be advertised.

1994 cM-26.1 s258;1996 c30 s15



BYLAW No. 23-949 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16 to incur indebtedness in the amount of \$40,104,228 for the purpose of financing the Grande Cache Wastewater Treatment Facility in the Hamlet of Grande Cache (WW19002)

Whereas, the Council of the Municipal District of Greenview No. 16 has decided to issue a borrowing bylaw pursuant to sections 251 and 258 of the Municipal Government Act, RSA, 2000, c.M-26 to authorize financing for the Grande Cache Wastewater Treatment Facility in the Hamlet of Grande Cache (WW19002)

Whereas, plans and specifications have been prepared and the total cost of the project is estimated to be \$49,136,488. The project is to be financed as follows:

Debenture	\$ 40,104,228
Grant Funding	\$ 5,617,370
Reserve Funding	\$ 3,414,890

Whereas, in order to complete the project, it will be necessary for the Municipality to borrow up to the sum of \$40,104,228 for a period not to exceed TWENTY-FIVE (25) years from the Government of Alberta or another authorized financial institution, with the issuance of debentures on the terms and conditions referred to in this Bylaw;

Whereas, the audited principal amount of outstanding debt for the Municipal District of Greenview No. 16 on December 31, 2022 was \$1,915,906 and no part of the principal or interest is in arrears;

Whereas, all required approvals for the project have been obtained, and the project is in compliance with all Acts and Regulations of the Province of Alberta;

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

1. **TITLE**
 - 1.1. This Bylaw may be referred to as the “Grande Cache Wastewater Treatment Borrowing Bylaw”.
2. **PURPOSE**
 - 2.1. The purpose of this Bylaw is to authorize borrowing to fund the Grande Cache Wastewater Treatment Facility for the Hamlet of Grande Cache.
3. **DEFINITIONS**

3.1. **Act** means the Municipal Government Act, RSA 2000, c. M-26, any associated regulations, and any amendments or successor legislation.

3.2. **Council** means the Council of the Municipal District of Greenview No. 16.

3.3. **Greenview** means the Municipal District of Greenview No. 16.

4. **GENERAL**

4.1. That for the purpose of financing the reconstructing and surfacing of the Wastewater Treatment Facility for the Hamlet of Grande Cache, Greenview may borrow a principal sum of \$40,104,228 from the Province of Alberta or another authorized financial institution by way of debenture on the credit and security of Greenview at large, of which amount the full of \$40,104,228 is to be paid by Greenview at large.

4.2. The proper officers of the Greenview are hereby authorized to issue a debenture on behalf of Greenview for the amount and purpose as authorized by this Bylaw, namely, to finance the wastewater treatment facility for the Hamlet of Grande Cache.

4.3. Greenview shall repay the indebtedness according to the repayment structure in effect, namely annual, semi-annual or quarterly payments of combined principal and interest installments not to exceed TWENTY-FIVE (25) years, calculated at a rate not exceeding the interest rate fixed by the Province of Alberta or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.

4.4. Greenview shall levy and raise municipal taxes each year sufficient to pay the indebtedness.

4.5. The indebtedness shall be contracted on the credit and security of Greenview.

4.6. The net amount borrowed under this Bylaw shall be applied only to the project specified by this Bylaw.

4.7. Nothing contained in this Bylaw shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common law, or otherwise given to or implied in favour of the Province of Alberta or the financial institution.

5. **SEVERABILITY**

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

6. **COMING INTO FORCE**

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

Read a first time this 25th day of July, 2023.

Read a second time this 25th day of July, 2023.

Read a third time this ____ day of _____, 2023.

REEVE

CHIEF ADMINISTRATIVE OFFICER



REQUEST FOR DECISION

SUBJECT: **Commercial and Industrial Lands Preliminary Assessment within the Hamlet of Grande Cache**

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

MEETING DATE: August 22, 2023 **CAO:** MH **MANAGER:** SD

DEPARTMENT: PLANNING & DEVELOPMENT **DIR:** MAV **PRESENTER:** JS

STRATEGIC PLAN: Governance **LEG:**

RELEVANT LEGISLATION:

Provincial – N/A

Council Bylaw/Policy – N/A

RECOMMENDED ACTION:

MOTION #1: That Council accept the Commercial and Industrial Lands Assessment within the Hamlet of Grande Cache for information, as presented.

MOTION #2: That Council direct Administration to initiate the process to purchase land from the Province of Alberta, being the lands shown as Roll Number 7200 in the Hamlet of Grande Cache east of Memorial Drive.

BACKGROUND/PROPOSAL:

Two outstanding motions currently address the issue of industrial/commercial lands and development opportunities in Grande Cache and are being brought forward for direction from Council so all information can be considered at the same time, addressing:

- a. industrial and commercial land opportunities in Grande Cache (Motion 22.03.157); and
- b. direction to purchase Crown land in Grande Cache off Memorial Drive (Motion 22.10.574).

First Motion Re: Commercial land opportunities in Grande Cache

"MOTION: 22.03.157 Moved by: COUNCILLOR DUANE DIDOW

That Council direct administration to investigate commercial land opportunities in Grande Cache for the purpose of Economic Development."

Preliminary Assessment of Commercial and Industrial Lands

A preliminary outlook of the commercial and industrial lands within the Hamlet of Grande Cache was done as a desktop study using data from Accurate Assessment, Catalis (mapping system) and existing planning documents for the Hamlet of Grande Cache. The purpose of this assessment is to determine the following:

1. The area and percentage of commercial and industrial lands that are currently vacant and occupied; MD-owned or privately-owned; and developed or undeveloped; and
2. The presence of servicing (utilities) or proximity of services if undeveloped.

Definition of Commercial lands

Commercial refers to lands used or intended for business and commerce. In this assessment, we'll consider industrial lands as commercial lands because they are challenging to separate, especially in Grand Cache.

For example, some parcels are part of the Floyd McLennan Business Park Area Structure Plan, but it's hard to distinguish which portion is for retail and which is for light industrial use, as the road network is not developed according to the plan.

The existing Land Use Bylaw (Bylaw No. 799) in Grand Cache doesn't clearly separate commercial and industrial lands. The only industrial district, C3, also permits commercial use, making it difficult to count the exact number of commercial lands in the area. To ensure proper consideration for Economic Development, we should include industrial lands as part of the commercial lands, as they also contribute to local economic opportunities in Grand Cache.

Considerations on Commercial Lands

Although defining the commercial lands is challenging, this assessment approached the determination of commercial lands in three ways: *(1) the current reality of the lands, (2) zoning of the lands, and (3) the future designation of the lands.*

- 1. The current reality of the lands** - If a building or property is currently used for commercial or industrial purposes, it is considered as commercial or industrial land, regardless of its official zoning or future designation. This information is based on the Summary Assessor's Report in the Assessment data, which looks at the current developments and operations to determine the nature of the property.

However, home occupations, where businesses operate within residential properties but are accessory to residential use, are not considered as commercial lands. There are two types of home occupation in Grande Cache - minor and major. Minor home occupation has no noticeable impacts on neighboring lands and only employs the residents of the property. Major home occupation may have some impacts and can employ additional workers or business partners.

Personal and professional services that operate within people's homes are considered minor home occupation and are not included in this assessment. Examples like Wild Blue Yonder Rafting, which operates as a rafting guide service within a residential property, are also excluded from this assessment.

- 2. The zoning of the lands** – there are currently five commercial/industrial land use bylaw districts within the Hamlet of Grande Cache:

Land Use Bylaw Designation	% of all Industrial/ Commercial Land
Town Centre Commercial (C1)	4.1 %
Highway Corridor Commercial (C2)	12.4 %
Commercial and Industrial Service (C3)	67.6%
Neighbourhood Commercial (C4)	0.23%
Rural Industrial (RM)	0%

If the lands fall under any of these land use bylaw districts, they are considered commercial or industrial lands, regardless of whether it is occupied or vacant lands, developed or undeveloped. There is currently one parcel of land that is zoned as Neighborhood Commercial (C4), while there are no lands currently zoned as Rural Industrial (RM). Although there are no lands that are currently zoned as Riverview Mixed-Use (RMU) District, since the Riverview Area Structure Plan (ASP) has not come to fruition yet, this district has the potential to incorporate and allow commercial uses within this district. This district can be commercial lands, as this district permits commercial uses.

One key item is parcels designated as **Direct Control District account for thirteen percent (13%) of the total commercial and industrial lands** based on existing policy, however, a multitude of uses could be approved on these sites at the discretion of Council.

3. **The future designation for the lands** – future designation of the lands refers to the lands that are planned for future use based on the Municipal Development Plan (MDP) and/or an Area Structure Plan (ASP) or Area Redevelopment Plan (ARP). In this case, we would consider the lands to be commercial or industrial if the future land use concept within the MDP, ASP or ARP designates the lands to be “commercial” or “industrial.” *Map 2. Grande Cache Area Structure Plans (ASPs)* provides the areas of the different ASPs that are currently in effect within the hamlet of Grande Cache.

There are currently three (3) Area Structure Plans (ASPs) within the Hamlet of Grande Cache that indicate where commercial developments can occur:

a. Floyd McLennan Business Park Area Structure Plan (ASP) Bylaw No. 868

The Floyd McLennan Business Park Area Structure Plan establishes future land use, servicing and transportation systems for lands legally described as Lot 16, Block 34, Plan 0726105 and Lot 6, Block 34, Plan 8223273. The vision for the area specified in this ASP is the creation of a business park which accommodates a range of commercial and industrial uses such a small service shops, storage and distribution. *Map 3. Grande Cache – Area Structure Plan – Floyd McLennan Business Park Development Plan* provides the lands envisioned for the area.

b. Tower Park Estates Area Structure Plan (ASP) Bylaw No. 688

The Tower Park Estates Area Structure Plan gives framework of development respecting the land use, servicing and transportation patterns for the following lands, legally described as:

- Lot 3, Block 50, Plan 082600
- Lot 1, Block 52, Plan 0828373
- Lot 1, Block 30, Plan 0625887
- Lot 3, Block 38, Plan 972 0898
- Lot A, Plan 6285 NY

The plan area is envisioned to be a “a new focus for culture, shopping, residency, business and destination tourism for the Town [hamlet] of Grande Cache.” Within this plan area, there are two conceptual schemes: Urban Village and Business Park. *Map 4. Grande Cache – Area Structure Plan – Tower Park Estates Development Plan* provides how the land is to be developed. The Business Park will create opportunities for light industrial and commercial uses to flourish while the Urban Village will service mixed use developments, eg. residential, recreational and commercial.

c. Riverview Area Structure Plan (ASP) Bylaw No. 754

Although the Area Structure Plan is centrally a plan to guide residential development and complementary uses, there are some parcels within the plan area that is planned for commercial development. There is a mixed-use development component where it envisions a parcel of land which “can accommodate a mix of small commercial /retail or recreational amenity uses on a building’s main floor” and additional residential development on above floors. This can arguably be considered a land set aside for commercial purposes. *Map 5 Grande Cache – Area Structure Plan – Riverview Phasing Plan* lays the development scheme of this ASP.

Commercial lands within Grande Cache

Based on data from Catalis, there are 114 parcels in Grande Cache considered commercial or industrial, ranging from 0.08 acres to 82.38 acres in size. Together, they make up 15.94% (213.3 acres) of the total land area of Grande Cache, which is 1337.4 acres.

On Map 1, commercial lands are shown in grey (occupied) and mint green (vacant). "Occupied" parcels have developments, whether temporary or permanent, while "vacant" parcels have no structures or developments. Approximately 60.6% (19 parcels, 129.2 acres) of the land in Grande Cache is currently vacant, while 39.4% (95 parcels, 84.1 acres) is occupied. This means there is significant potential for development in the unoccupied areas.

Of the commercial lands in Grande Cache, the Municipal District (M.D.) owns about 23.3% (12 parcels, 23.3 acres), while the rest are privately owned. Among the M.D.-owned lands, 4.30% (6 parcels, 9.3 acres) are vacant, and 3.93% (6 parcels, 8.40 acres) are occupied. The M.D. still has the opportunity to develop the vacant parcels it owns for purposes like offices, public works yards, warehouses, and water reservoirs and pumphouses.

You can find more details about Greenview owned commercial lands in Table 1.

Developed and undeveloped lands

In terms of developing commercial lands in the Hamlet of Grande Cache, a key factor is whether the lands have servicing, including water, sewer, gas, and power. Commercial lands are considered developed if they have these services, regardless of whether they are currently occupied. On the other hand, undeveloped lands are those that lack these servicing utilities.

All vacant commercial/industrial lands in Grande Cache are currently undeveloped, except for one parcel owned by Greenview (Roll number 392300) that has power, sanitary, gas, and water services. The remaining vacant lands owned by the M.D. (Roll numbers: 1382000, 1383000, 47000, 388000, 393100) are also undeveloped.

Based on a preliminary assessment, the Administration has found potential for Greenview to utilize the currently vacant lands. Although most of these vacant lands are not yet serviced, they are close to gas, power, water, or sanitary lines, which increases their potential for future development as commercial or industrial properties. Despite being undeveloped now, these lands offer opportunities for development in the future.

Limitations of the Assessment

The following are some of the limitations of this desktop evaluation.

1. This assessment didn't consider whether the commercial or industrial operations on the lands are currently active or not. The presence of structures or development permits doesn't necessarily indicate ongoing operations.
2. The assessment didn't check whether the current uses or developments on the commercial or industrial lands comply with the Permitted or Discretionary Uses specified in the Land Use Bylaw for each district. It didn't confirm if they adhere to the regulations in the LUB.
3. The assessment didn't analyze other land uses, such as residential, institutional, or recreational, within Grande Cache. There was no comparison made between these land uses and the commercial and industrial lands.

Second Motion Re: Purchase of Crown Lands (Roll 7200)

"MOTION: 22.10.574 Moved by: COUNCILLOR DALE SMITH

That Council direct Administration to provide a report on the options to purchase Crown land off Memorial Drive in Grande Cache, Ab, Role Number 7200."

At the October 11, 2022, Council meeting, motion 22.10.574 was passed, directing the Administration to investigate the possibility of purchasing Crown land off Memorial Drive in Grande Cache, Alberta (Roll number 7200).

The subject lands cover approximately 29.9 acres, are forested, and are currently not serviced. However, they are close to existing services. Acquiring these lands would allow for potential future commercial or industrial development in the Hamlet of Grande Cache, although they are not located in high visibility areas, making them more suitable for non-retail businesses. It's important to note that these lands are adjacent to the Grande Cache Municipal Campground and recreational ball diamond facilities, making service commercial uses viable during the summer but not benefiting from high visibility compared to lands near the highway, making them less valuable for commercial development.

If directed, the Administration can apply to purchase the land from the Province of Alberta. The province's review of the application is expected to take around 18 months. The application fee and mapping fees are estimated to be \$1,175.00. Before finalizing the purchase, the Alberta Government will determine a market-related value and a subsequent report will be provided to Council for confirmation.

Due to the lengthy timeframes involved, private enterprises may not pursue the acquisition of these Crown lands. However, if Greenview sought to acquire this property, it could create an opportunity for a private developer to undertake a future commercial project. It's worth mentioning that there is already adjacent land designated for commercial use under the Tower Area Structure Plan (ASP), but the landowners have not pursued it for undisclosed reasons.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended action is Council will be informed about the commercial and industrial lands within the hamlet of Grande Cache.

2. The benefit of Council accepting the recommended action to begin acquiring the lands is that this has a low initial investment in time and costs while moving the goalpost forward in acquiring new land development options within Grande Cache in future years without relying on private land developers.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion to receive the report as information.
2. The disadvantage of the recommended action to begin acquiring the lands is that this may be viewed as competing with private sector land development.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to direct Administration to seek additional information and return to Council at a later date.

FINANCIAL IMPLICATION:

The cost of applying will be absorbed into current operational budgets. The future cost of purchasing the lands is yet unknown but would be brought forward as a budget item for Council consideration once a value and confirmation of approval to purchase was provided (estimated to be in the 2025 budget).

STAFFING IMPLICATION:

Staff functions associated with the recommended motion are part of the regular anticipated duties.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Consult

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

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

FOLLOW-UP ACTIONS:

Motion #1: No Follow-up actions.

Motion #2: If motion is approved, Administration will initiate the process to purchase land from the Province of Alberta, being the lands shown as Roll Number 7200 in the Hamlet of Grande Cache east of Memorial Drive.

ATTACHMENT(S):

- Map of Commercial Lands within Grande Cache:
 - Map 1. Grande Cache Commercial Land

- Map 2. Grande Cache Area Structure Plans (ASPs)
 - Map 3. Grande Cache Area Structure Plan – Floyd McLennan Business Park Development Plan
 - Map 4. Grande Cache Area Structure Plan – Tower Park Estates Development Plan
 - Map 5. Grande Cache Area Structure Plan – Riverview Phasing Plan
- Data on Commercial and Industrial Lands within Grande Cache
- Table of Greenview Owned Property
- Grande Cache Roll Number 7200 Map of Subject Crownland



MAP 1.
Grande Cache
Commercial Land

- Legend**
- Greeview Commercially Owned Properties
 - Commercial Properties (Roll #)**
 - Vacant
 - Occupied
 - Cadastre
 - Roads By Jurisdiction**
 - MUNICIPAL
 - PRIVATE
 - PROVINCIAL
 - Hydro Area
 - Hydro Line



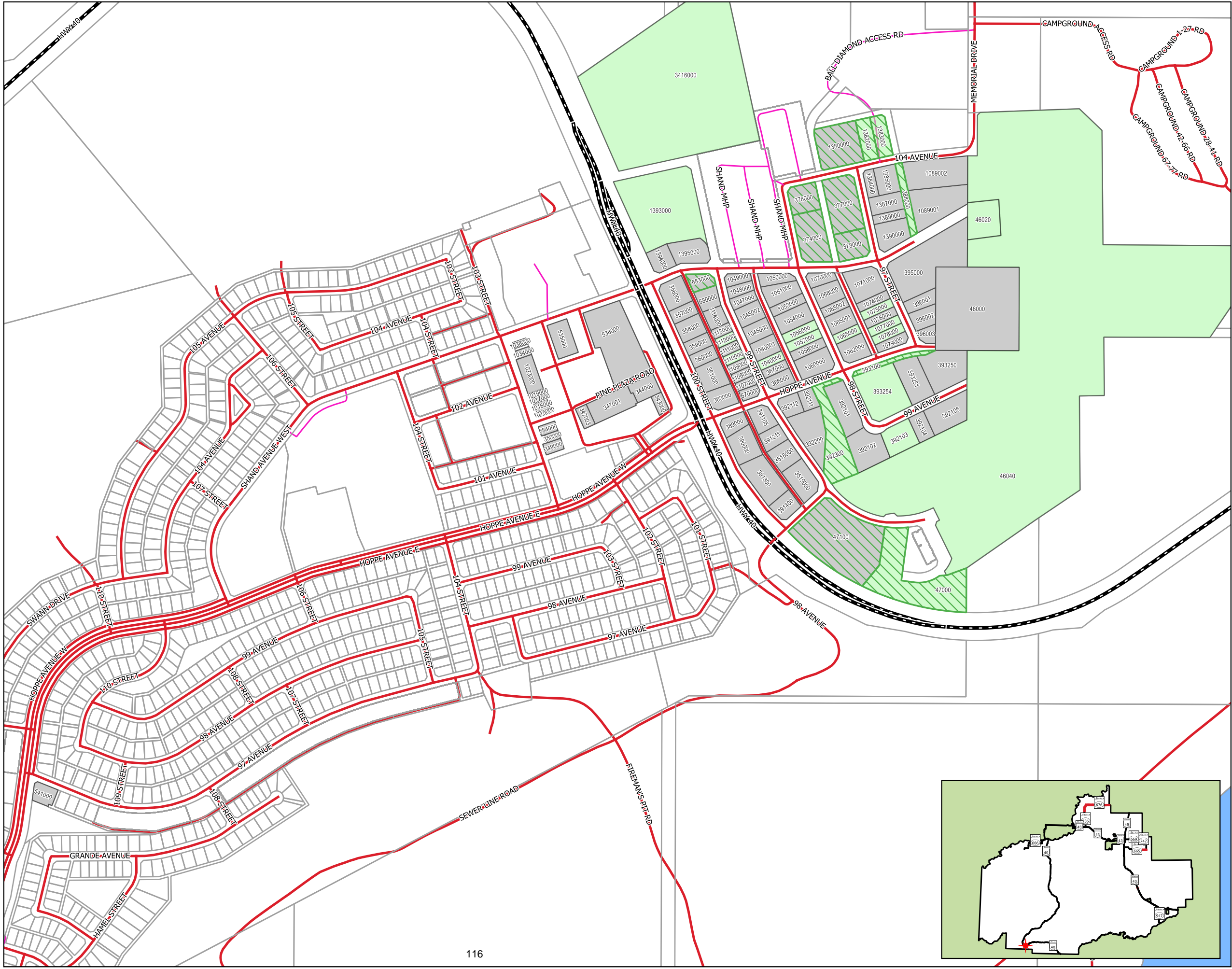
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MAP 2.
Grande Cache
Area Structure Plans
(ASP)

Legend

Main Map

- Area Structure Plan
- Cadastre

Roads By Jurisdiction

- MUNICIPAL
- PRIVATE
- PROVINCIAL
- Hydro Area
- Hydro Line

Riverview ASP

- High Density Residential
- Mixed Use Development
- Multi-Family Residential
- Municipal Reserve
- Single Family Residential

Tower Park ASP

- Commercial
- Light Commercial
- Light Industrial
- Low/Mid Rise Buildings Commercial
- Low/Mid Rise Buildings Lodging
- Public/Open Space
- Special Planning Area
- Townhouse, 3/4 plex, Semi and Single Detached/Commercial

Floyd McLennan ASP

- Future Road-Alberta Transportation
- Light Industrial
- Retail Service Commercial
- Tourist/Hwy Commercial

0 150 300 450 m

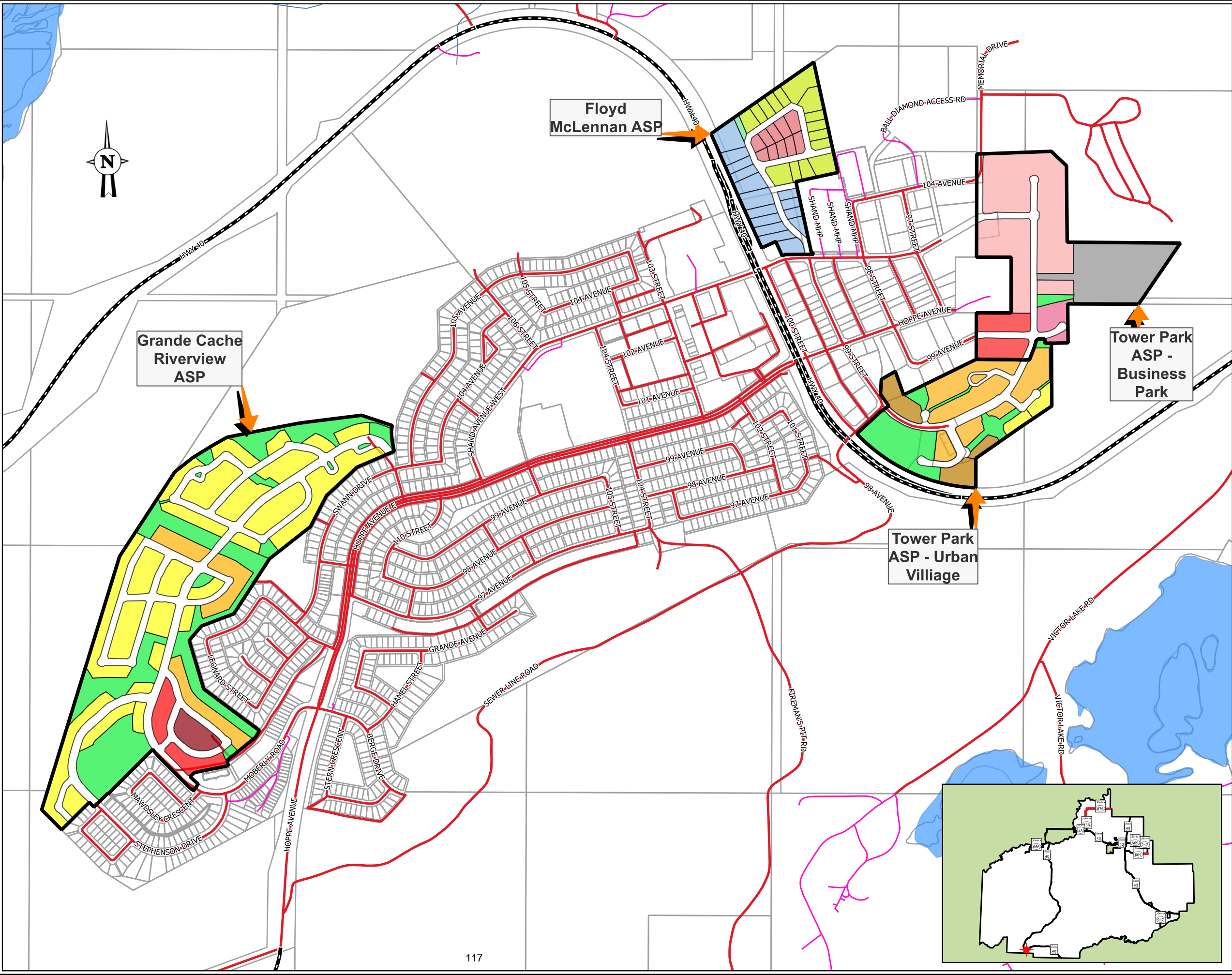
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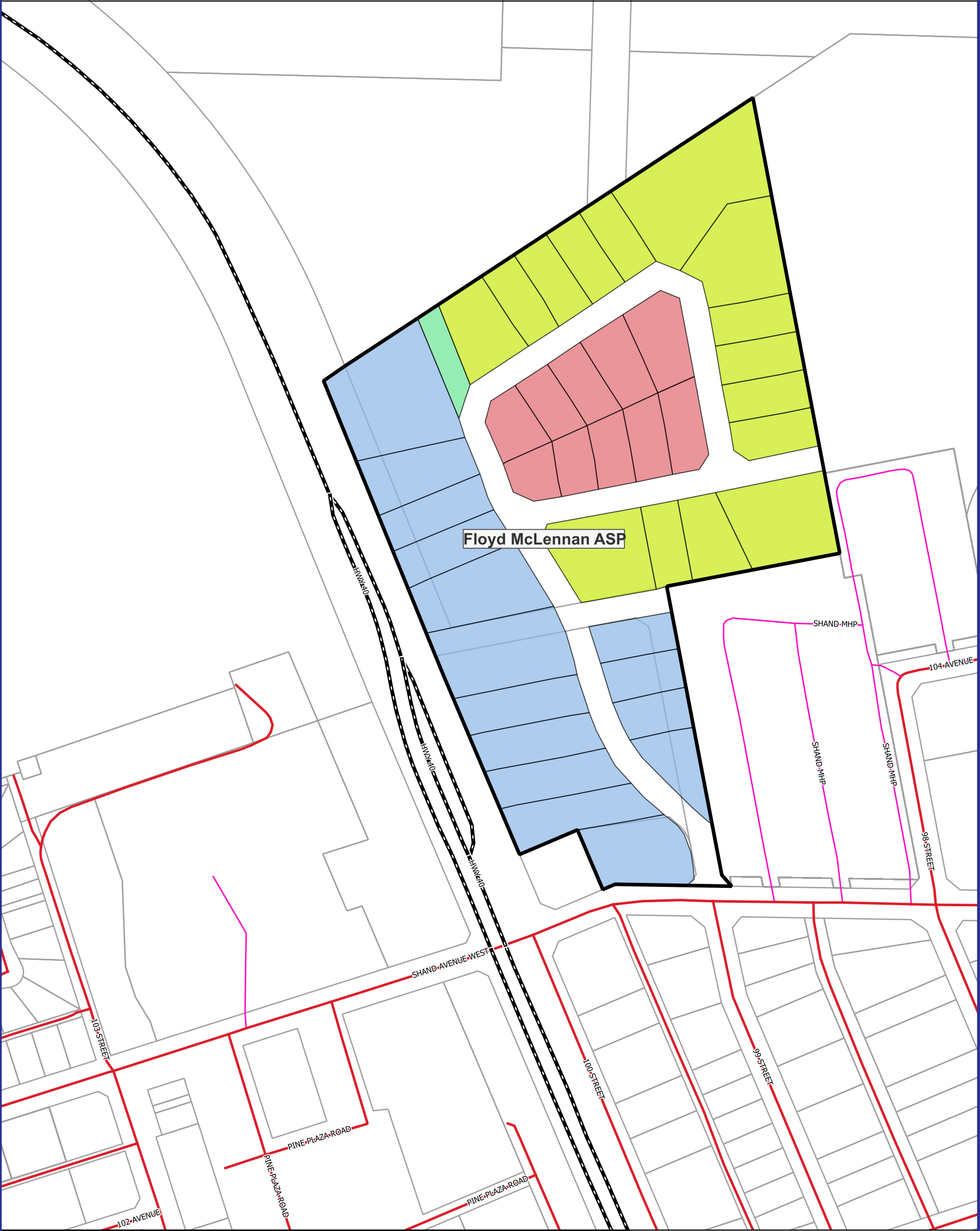
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MAP 3. Grande Cache - Area Structure Plan - Floyd McLennan Business Park Development Plan

UTM Zone 11 NAD83
1:3,000
Date: July 12,2023



Legend

GC ASP_Floyd McLennan

Future Road-Alberta Transportation

Light Industrial

Retail Service Commercial

Tourist/Hwy Commercial

Roads by Jurisdiction

MUNICIPAL

PRIVATE

PROVINCIAL

Cadastre

0

50

100

150 m

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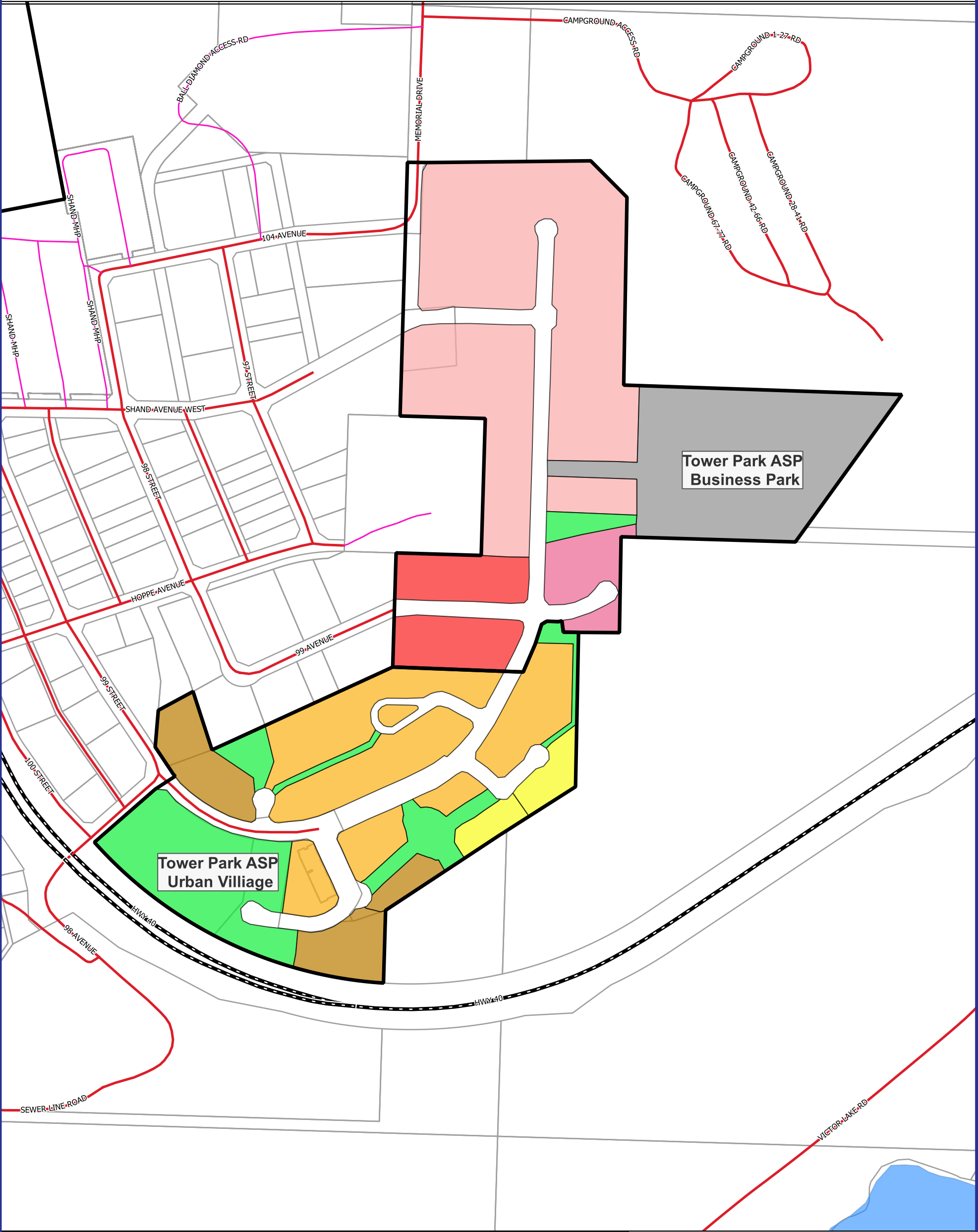


MAP 4. Grande Cache - Area Structure Plan - Tower Park Estates Development plan

UTM Zone 11 NAD83

1:5,000

Date: July 12,2023



Legend

GC ASP_Tower

- Commercial
- Light Commercial
- Light Industrial
- Low/Mid Rise Buildings Commercial
- Low/Mid Rise Buildings Lodging
- Public/Open Space
- Special Planning Area
- Townhouse, 3/4 plex, Semi and Single Detached/Commercial

Roads by Jurisdiction

- MUNICIPAL
- PRIVATE
- PROVINCIAL

Cadastre

0 100 200 300 m

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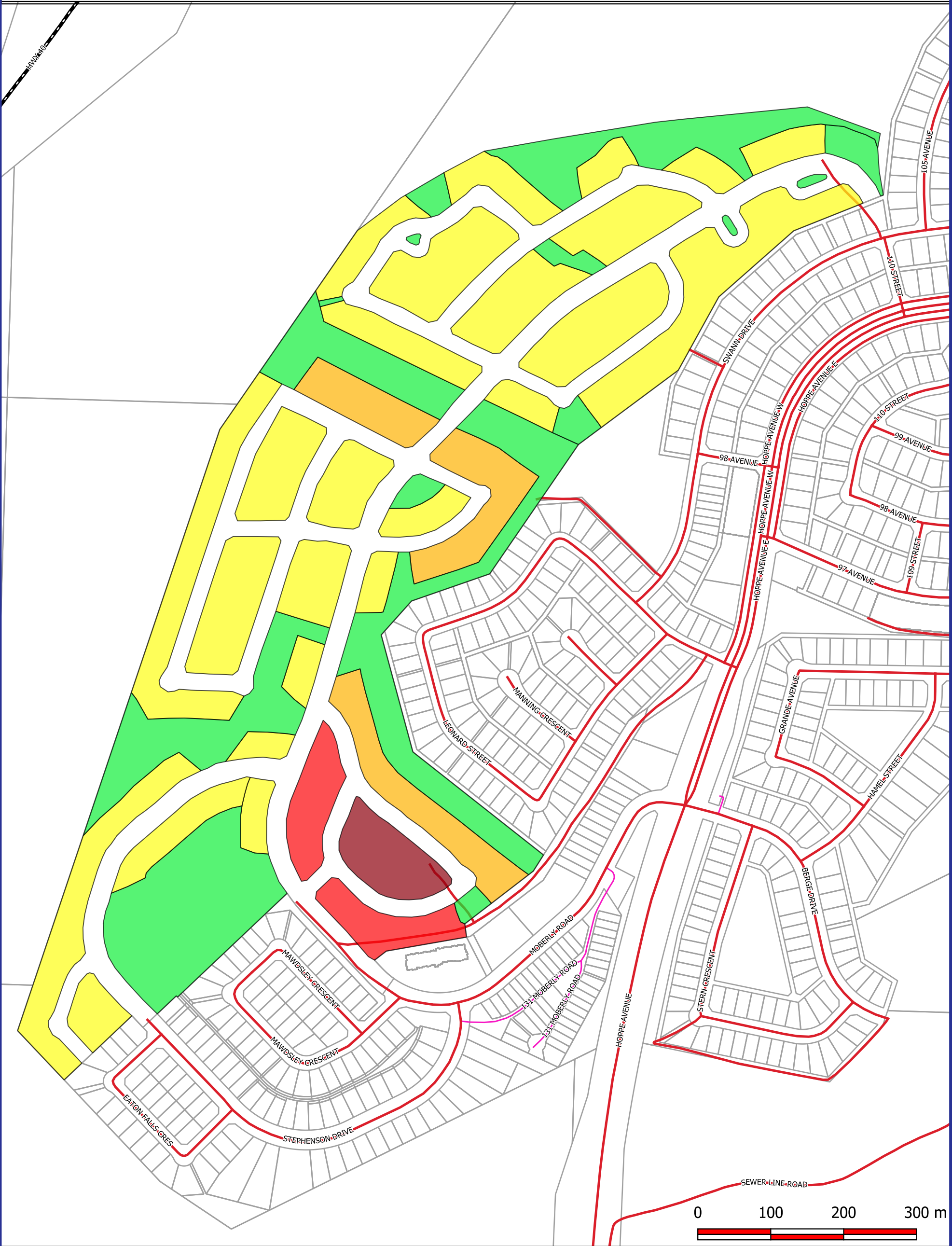


MAP 5. Grande Cache - Area Structure Plan - Riverview Phasing Plan

UTM Zone 11 NAD83

1:5,000

Date: July 12,2023



Legend

- GC ASP_Riverview

 - High Density Residential
 - Mixed Use Development
 - Multi-Family Residential
 - Municipal Reserve
 - Single Family Residential
- Roads by Jurisdiction

 - MUNICIPAL
 - PRIVATE
 - PROVINCIAL
- Cadastre

 -



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	C	D	E	F	I	J	K	L	M	N	O
3	Legal Description (Urban Legal)	Civic Address	Parcel Size (in acres)	Parcel size (in square meters)	MDP Future Land Use (Based on the General Future Land Use Concept	ASP (Which ASP)	ASP Future Land Use(s)	Current Land Use Bylaw District (zoning)	Developments on the parcel	MD-owned?	If undeveloped, is it serviced or services nearby (e.g. water, gas, sanitary, power (ATCO))?
4	Plan 0726105, Block 34, Lot 16		25.18	101903		Floyd McLennan Business Park	Tourtist/Highway Commercial, Light Industrial, Retail Service Commercial	Direct Control - Floyd McLennan Business Park	Vacant	No	Not currently serviced; ATCO Lines are nearby,
5	Plan 8223273 Block 34 Lot 6		6.16	24917		Floyd McLennan Business Park	Tourist/Highway Commercial	C2 - Highway Corridor Commercial	Vacant	No	Not currently serviced; Power (ATCO) lines, and Gas lines are nearby
6	Plan 8223273, Block 34, Lot 7	9910 SHAND AVE	0.63	2550				C2 - Highway Corridor Commercial	New Commercial Dev't, Gas bar, convenience store, restaurant	No	
7	Plan 1025302, Block 34, Lot 18	9906 SHAND AVENUE	1.00	4047				C2 - Highway Corridor Commercial	Cold Storage, RCMP/Jail/Office	No	
8	Plan 2650RS, Block 30, Lot 1	10019 100 STREET (HWY)	0.86	3489	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Motel	No	
9	Plan 2650RS, Block 30, Lot 2	10015 100 STREET (HWY)	0.44	1765	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Motel	No	
10	Plan 2650RS, Block 30, Lot 3	10013 100 STREET	0.65	2648	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Car Dealership	No	
11	Plan 2650RS, Block 30, Lot 4	10011 100 STREET	0.44	1765	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Firewood Processor (temporary)	No	
12	Plan 2650RS, Block 30, Lot 5	10009 100 STREET (HWY)	0.44	1765	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Mountainview Bulk Foods & Delivery Inc.	No	
13	Plan 2650RS, Block 30, Lots 6 & 7	10005-7 100 STREET	0.86	3493	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Aurora Sushi and Alpine Lodge Motel	No	
14	Plan 2650RS, Block 30, Lot 8	10001 100 STREET	0.64	2606	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Service Station/Bulk Oil	No	
15	Plan 2650RS, Block 35, Lot 1	9907 100 STREET	0.51	2077	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Service Station/Bulk Oil	No	
16	Plan 2650RS, Block 35, Lot 2	9903 100 STREET (HWY)	0.98	3979	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Motel	No	
17	Plan 9720900, Block 35, Lot 11	9901 100 STREET	2.11	8539	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Grande Cache Inn and Suites	No	
18	Plan 0220030, Block 35, Lot 12	9801 100 STREET	0.62	2509	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Grand Central Station	No	
19	Plan 0627943, Block 35, Lot 19	9900 99 Street	1.05	4249	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Grande Cache Inn & Suites ES-(64 Rooms)	No	
20	Plan 627943, Block 35, Lot 18	9800 99 Street	0.72	2914	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Garage	No	
21	Plan 0621839, Block 35, Lot 17	9909-99 Street	0.53	2145	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Light Tower Rental/Water Fill Station	No	
22	Plan 0320030, Block 35, Lot 15	9901 Hoppe Av	0.68	2752	Highway-Oriented Commercial			C2 - Highway Corridor Commercial	Warehouse	No	
23	Plan 0425096, Block 38, Lot 11	9811 Hoppe Avenue	0.52	2104	Highway-Oriented Commercial			Direct Control	Office	No	
24	Plan 0425096, Block 38, Lot 12	9807 Hoppe Avenue	0.41	1659	Highway-Oriented Commercial			Direct Control	Country Pumpout - Office and Warehouse	No	
25	Plan 9720898, Block 38, Lot 2	9801 - 99 ST.	1.56	6313	Highway-Oriented Commercial			Direct Control	Warehouse	No	
26	Plan 9720898, Block 38, Lot 3PUL	99 ST - HOPPE AVE - 98 ST	2.31	9349	Highway-Oriented Commercial; Portion is part of the Tower Estates ASP			C2 - Highway Corridor Commercial	Vacant	Yes	Serviced with power (ATCO), sanitary, water and gas.
27	Plan 1821130, Block 50, Lot 4		5.63	22785		Tower Park Estates	Urban Village - Public/Open Space	PPS -Public and Private Services	Tourist Information Centre	Yes	
28	Plan 6285NY, Lot A	10311 97 Street	4.54	18373		Tower Park Estates	Urban Village - Public/Open Space, Lodging	C2 - Highway Corridor Commercial	Vacant -cell phone tower (Telus)	Yes	Not currently serviced. Power (ATCO), sanitary, and water lines are nearby
29	Plan 0825600, Block 50, Lot 3		82.38	333392		Tower Park Estates	Urban Village (Public/Green Space, Lodging, Residential/ Commercial Mixed Use) and Business Park (Light Industrial,Commercial, Residential-Commercial Mixed Use, Special Planning Area)	C3-Commercial and Industrial Service, C2-Highway Corridor Commercial	Vacant	No	Serviced with water and power (ATCO). Gas and sanitary lines are nearby.
30	Plan 5024NY	9610 HOPPE AVENUE	8.26	33428	Industrial/Commercial			C3-Commercial and Industrial Service	TELUS TOWER SITE	No	
31	Plan 0220039, Block 38, Lot 6	9902 - 98 Street	1.34	5423	Industrial/Commercial			C3-Commercial and Industrial Service	ALBERTSONS OILFIELD	No	
32	Plan 0220039, Block 38, Lot 7	9801 - 99 Avenue	1.44	5828	Industrial/Commercial			C3-Commercial and Industrial Service	Atco Electric	No	
33	Plan 0220039, Block 38, Lot 8	9721-99 AVENUE	1.04	4209	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Serviced with power (ATCO). Gas, water and sanitary lines are nearby.
34	Plan 0226161, Block 38, Lot 9	9711-99 Avenue	0.54	2185	Industrial/Commercial			C3-Commercial and Industrial Service	Champion X/CDN Controls -Warehouse and Office	No	
35	Plan 0226161, Block 38, Lot 10	9701 - 99 Ave	1.37	5544	Industrial/Commercial			C3-Commercial and Industrial Service	Rockwater - office	No	
36	Plan 1323935, Block 39, Lot 8	9714 99 Avenue	2.50	10118	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Serviced with power (ATCO). Gas, water and sanitary lines are nearby.
37	Plan 1125681, Block 39, Lot 5	9714 99 Avenue	1.58	6394	Industrial/Commercial			C3-Commercial and Industrial Service	Frame and Fabric Buildings, Relocatable Office (24X60)	No	

	C	D	E	F	I	J	K	L	M	N	O
3	Legal Description (Urban Legal)	Civic Address	Parcel Size (in acres)	Parcel size (in square meters)	MDP Future Land Use (Based on the General Future Land Use Concept	ASP (Which ASP)	ASP Future Land Use(s)	Current Land Use Bylaw District (zoning)	Developments on the parcel	MD-owned?	If undeveloped, is it serviced or services nearby (e.g. water, gas, sanitary, power (ATCO))?
38	Plan 1125681, Block 39, Lot 4	9712 99 Ave	1.84	7446	Industrial/Commercial			C3-Commercial and Industrial Service	MT Investments Inc.: Relocatable Office, Farme and Fabric Building	No	
39	Plan 3698RS, Block 30, Lot 11	10002 HOPPE AVENUE	0.25	1002	Industrial/Commercial			C2 - Highway Corridor Commercial	Grande Cache Liquor - Store, Office	No	
40	Plan 7621723, Block 30, Lot 25	10004 99 STREET	0.21	857	Industrial/Commercial			C3-Commercial and Industrial Service	PIIR - Office, Warehouse	No	
41	Plan 7621723, Block 30, Lot 26	10006 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse	No	
42	Plan 7621723, Block 30, Lot 27	10008 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	TAWOW/Parent Link - Office, Basement	No	
43	Plan 7621723, Block 30, Lot 28	10010 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
44	Plan 7621723, Block 30, Lot 29	10012 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse	No	
45	Plan 7621723, Block 30, Lot 30	10014 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
46	Plan 7621723, Block 30, Lot 31	10016 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Grande Cache Automotive	No	
47	Plan 7621723, Block 30, Lots 32 & 33	10018-20 99 STREET	0.45	1810	Industrial/Commercial			C3-Commercial and Industrial Service	Aseniwuche Nation - Office and Warehouse	No	
48	Plan 3698RS, Block 30, Lots 21,22 & PT.23	10022-24 99 STREET	0.54	2194	Industrial/Commercial			C3-Commercial and Industrial Service	Mac Vac -warehouse (2)	No	
49	Plan 3698RS, Block 30, Lots PT.23 & 24	10028 99 STREET	0.45	1832	Industrial/Commercial			C3-Commercial and Industrial Service	Office	Yes	
50	Plan 5117RS, Block 31, Lot 12	10023 99 STREET	0.22	910	Industrial/Commercial			C3-Commercial and Industrial Service	Apex Utilities - Office, Warehouse (2)	No	
51	Plan 5117RS, Block 31, Lot 11	10021 99 STREET	0.34	1386	Industrial/Commercial			C3-Commercial and Industrial Service	Macro Mini Storage - Warehouse/Shop	No	
52	Plan 5117RS, Block 31, Lot 10	10019 99 STREET	0.35	1415	Industrial/Commercial			C3-Commercial and Industrial Service	Mach Industrial - Warehouse/Shop	No	
53	Plan 5117RS, Block 31, Lots 8 & 9	10015-17 99 STREET	0.61	2471	Industrial/Commercial			C3-Commercial and Industrial Service	Sky View Place - Office, Warehouse	No	
54	Plan 5117RS, Block 31, Lots 6,7	10011 99 STREET	0.57	2295	Industrial/Commercial			C3-Commercial and Industrial Service	Skyline Place Mini Storage - Warehouse/Mini Storage	No	
55	Plan 5117RS, Block 31, Lot 4A & 5	10000,7,9 99 STREET	0.59	2383	Industrial/Commercial			C3-Commercial and Industrial Service	ASENIWUCHE ENVIRONMENTAL CORPORATION - Warehouse/Shop	No	
56	Plan 5117RS, Block 31, Lot 3A	10005 99 STREET	0.31	1236	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
57	Plan 2650RS, Block 31, Lot 2	10003 99 STREET	0.28	1147	Industrial/Commercial			C3-Commercial and Industrial Service	ASENIWUCHE ENVIRONMENTAL CORPORATION - Retail/Office - Standalone (1)	No	
58	Plan 2650RS, Block 31, Lot 1	10001 99 STREET	0.46	1864	Industrial/Commercial			C3-Commercial and Industrial Service	Little Critters - Retail/Office	No	
59	Plan 5117RS, Block 31, Lots 22-23	10002 98 STREET	0.94	3801	Industrial/Commercial			C3-Commercial and Industrial Service	Office, Warehouse	No	
60	Plan 5117RS, Block 31, Lot 21	10006 98 STREET	0.42	1691	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse/Shop	No	
61	Plan 5117RS, Block 31, Lot 20	10008 98 STREET	0.42	1691	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
62	Plan 5117RS, Block 31, Lot 19	10010 99 STREET	0.42	1691	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
63	Plan 5117RS, Block 31, Lots 17-18	10014 - 10012 98 STREET	0.84	3382	Industrial/Commercial			C3-Commercial and Industrial Service	Office, Warehouse	No	
64	Plan 5117RS, Block 31, Lot 16	10016 98 STREET	0.42	1691	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse (Metal Clad)	No	
65	Plan 5117RS, Block 31, Lots 14-15	10018-20 98 STREET	0.79	3204	Industrial/Commercial			C3-Commercial and Industrial Service	Rodar Contracting/Green Bottle Depot - Warehouse (2)	No	
66	Plan 5117RS, Block 31, Lot 13	10022 98 STREET	0.45	1806	Industrial/Commercial			C3-Commercial and Industrial Service	Apex Distibution Inc - Warehouse	No	
67	Plan 7822523, Block 34, Lots 8-10	9702 104 Avenue	2.10	8499	Industrial/Commercial			C3-Commercial and Industrial Service	Big Horn Golden Age Club, Warehouse	Yes	
68	Plan 7822523, Block 34, Lot 11		0.73	2954	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Yes	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
69	Plan 7822523, Block 34, Lot 12		0.73	2939	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Yes	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
70	Plan 2650RS, Block 33, Lot 3	PART OF TOWN PUBLIC W	0.95	3860	Industrial/Commercial			C3-Commercial and Industrial Service	Frame and Fabric Building	Yes	
71	Plan 2650RS, Block 33, Lots 1 & 2	9706 SHAND AVENUE	1.75	7100	Industrial/Commercial			C3-Commercial and Industrial Service	Public Works Yard - Warehouse, Warehouse (Metal Clad)	Yes	

	C	D	E	F	I	J	K	L	M	N	O
3	Legal Description (Urban Legal)	Civic Address	Parcel Size (in acres)	Parcel size (in square meters)	MDP Future Land Use (Based on the General Future Land Use Concept	ASP (Which ASP)	ASP Future Land Use(s)	Current Land Use Bylaw District (zoning)	Developments on the parcel	MD-owned?	If undeveloped, is it serviced or services nearby (e.g. water, gas, sanitary, power (ATCO))?
72	Plan 2650RS, Block 33, Lot 4	10318 97 STREET	2.10	8505	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse (Metal Clad) - 2	Yes	
73	Plan 2650RS, Block 33, Lot 5	9702 SHAND AVENUE	1.04	4213	Industrial/Commercial			C3-Commercial and Industrial Service	Water Reservoir and Pump House	Yes	
74	Plan 5117RS, Block 32, Lot 9	10017 98 STREET	0.39	1579	Industrial/Commercial			C3-Commercial and Industrial Service	Brenntag/Quadra - Office	No	
75	Plan 5117RS, Block 32, Lots 7 & 8	10013-15 98 STREET	0.69	2797	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse/Shop	No	
76	Plan 5117RS, Block 32, Lot 6	10011 98 STREET	0.32	1301	Industrial/Commercial			C3-Commercial and Industrial Service	Fenced, Garage	No	
77	Plan 5117RS, Block 32, Lots 4 & 5	10007-09 98 STREET	0.64	2601	Industrial/Commercial			C3-Commercial and Industrial Service	Multi-tenant - Warehouse	No	
78	Plan 5117RS, Block 32, Lot 3	10005 98 STREET	0.32	1301	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
79	Plan 5117RS, Block 32, Lots 1A & 2A	10001-03 98 STREET	0.76	3087	Industrial/Commercial			C3-Commercial and Industrial Service	Multi Bay Warehouse	No	
80	Plan 5117RS, Block 32, Lot 18	10002 97 STREET	0.37	1517	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse/Shop	No	
81	Plan 5117RS, Block 32, Lot 17	10004-97 Street	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Serviced with power (ATCO). Gas, water, and sanitary lines are nearby.
82	Plan 5117RS, Block 32, Lot 16	10006-97 Street	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	No	Serviced with power (ATCO). Gas, water, and sanitary lines are nearby.
83	Plan 5117RS, Block 32, Lot 15	10008 97 STREET	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse	No	
84	Plan 5117RS, Block 32, Lot 14	10010 97 STREET	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	Fenced (Vacant)	No	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
85	Plan 5117RS, Block 32, Lot 13	10012 97 STREET	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	WILLMORE WILDERNESS PRESERVATION & HISTO - Warehouse	No	
86	Plan 5117RS, Block 32, Lots 10,11, & 12	10014-18 97 STREET	1.21	4893	Industrial/Commercial			C3-Commercial and Industrial Service	E And L Trucking -Warehouse	No	
87	Plan 8621764, Block 36, Lot 5	10005 97 STREET	0.32	1277	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse (Metal Clad), Frame and fabric building, Fence	No	
88	Plan 8621764, Block 36, Lot 4	10003 97 STREET	0.57	2321	Industrial/Commercial			C3-Commercial and Industrial Service	Rockwater - Fence, Garage, Bulk Oil Warehouse	No	
89	Plan 8621764, Block 36, Lot 3	10007 97 STREET	0.53	2145	Industrial/Commercial			C3-Commercial and Industrial Service	ckwater - Fence, Relocatable Communicati	No	
90	Plan 2650RS, Block 36, Lot 1	9607 SHAND AVENUE	4.00	16188	Industrial/Commercial			C3-Commercial and Industrial Service	(AEP and AMA) Forestry Yard - House/Office, Bunk house, Manufactured Home, Wood Shed (2), Warehouse, Bulk Oil Warehouse, Self Framing Metal Warehouse, Self Supported 50' Tower	No	
91	Plan 0625887, Block 50, Lot 1		1.42	5747	Industrial/Commercial			C3-Commercial and Industrial Service	(AEP and AMA) Vacant	No	
92	Plan 7822523, Block 37, Lot 1	10321 97 STREET	0.36	1468	Industrial/Commercial			C3-Commercial and Industrial Service	ATCO Electric - Garage, Fence	No	
93	Plan 7822523, Block 37, Lots 2 & 3	9703-104 Avenue	0.73	2973	Industrial/Commercial			C3-Commercial and Industrial Service	Fence, Small bldg	No	
94	Plan 8320414, Block 37, Lot 10PUL		0.61	2460	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Yes	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
95	Plan 9720898, Block 39, Lot 1PUL		0.39	1598				C3-Commercial and Industrial Service	Vacant	Yes	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
96	Plan 9722089, Block 37, Lot 11	9600-104 Avenue	2.13	8620	Industrial/Commercial			C3-Commercial and Industrial Service	ASENIWUCHE - Office, Warehouse	No	
97	Plan 7822523, Block 37, Lots 4-5	10309 & 11 97 STREET	0.72	2900	Industrial/Commercial			C3-Commercial and Industrial Service	Albertsons Oilfield & Mechanical Service - Office, Warehouse	No	
98	Plan 7822523, Block 37, Lot 6	10307 - 97 Street	0.36	1449	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse	No	
99	Plan 7822523, Block 37, Lots 7-9	10303 97 STREET	0.36	1468	Industrial/Commercial			C3-Commercial and Industrial Service	Crater Enterprises - Warehouse	No	
100	Plan 9722089, Block 37, Lot 12	9600 Shand Avenue	2.13	8620	Industrial/Commercial			C3-Commercial and Industrial Service	Enerquest Energy Services Corp - Archrib Warehouse (40x40)	No	
101	Plan 4978RS, Block 9B, Lots 46-47	4600 PINE PLAZA	0.10	411	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	WILLMORE WILDERNESS PRESERVATION & HISTORICAL FOUNDATION - Office	No	
102	Plan 4978RS, Block 9B, Lots 42,43,44,	4210-4200 PINE PLAZA	0.14	557	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Grande Cache Business Centre - Office	No	
103	Plan 1822091, Block 9B, Lot 48	3100 PINE PLAZA	0.70	2813	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	NEW HORIZON CO-OPERATIVE LTD - Office, Store	No	
104	Plan 4978RS, Block 9B, Lots 27-28	2700 PINE PLAZA	0.09	372	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Multi-Tenant - Strip Retail/Office	No	
105	Plan 4978RS, Block 9B, Lots 25-26	2500 PINE PLAZA	0.09	372	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Pine Plaza Building - Strip Retail/Office Multi-Tenant	No	

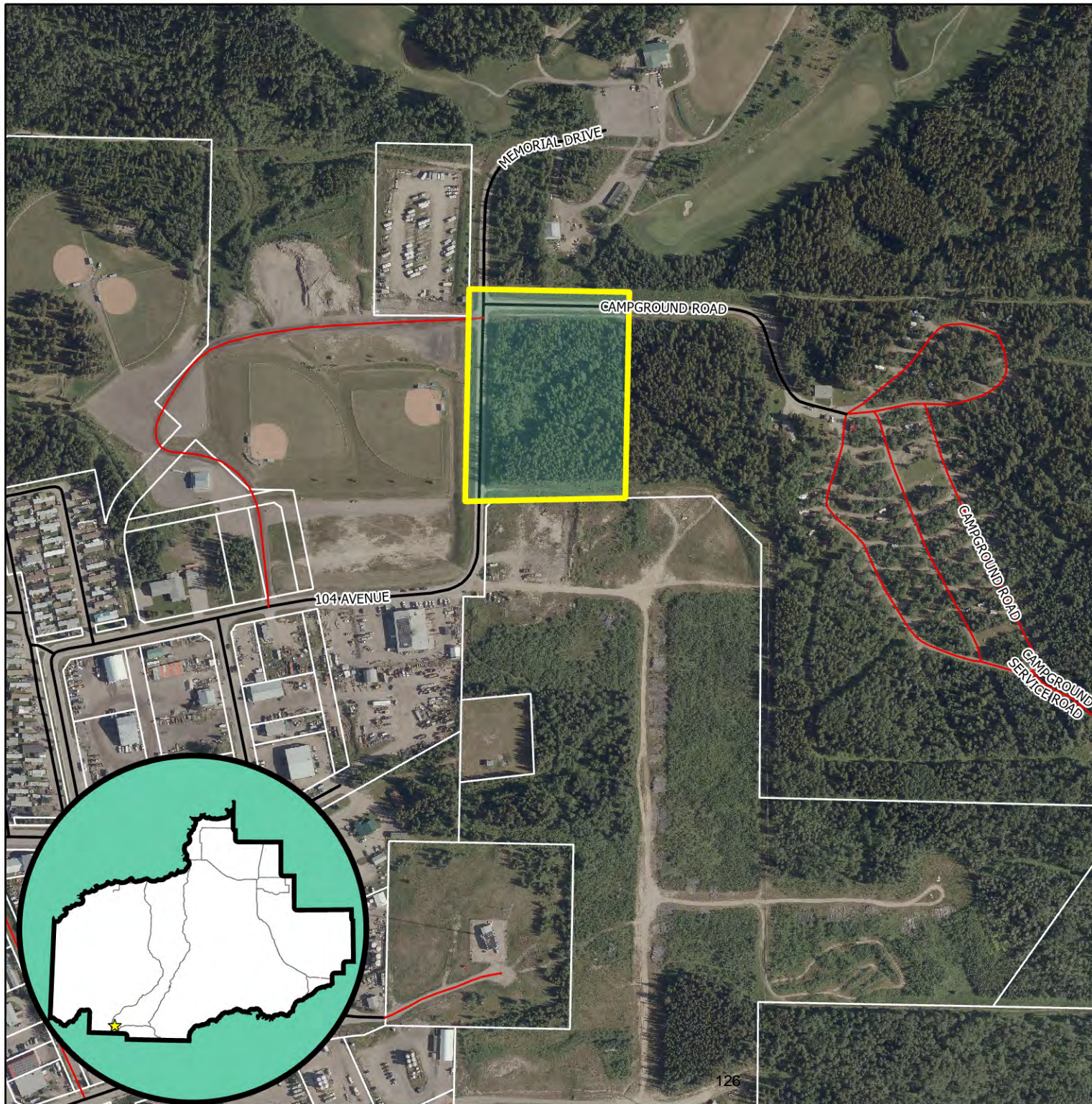
	C	D	E	F	I	J	K	L	M	N	O
3	Legal Description (Urban Legal)	Civic Address	Parcel Size (in acres)	Parcel size (in square meters)	MDP Future Land Use (Based on the General Future Land Use Concept	ASP (Which ASP)	ASP Future Land Use(s)	Current Land Use Bylaw District (zoning)	Developments on the parcel	MD-owned?	If undeveloped, is it serviced or services nearby (e.g. water, gas, sanitary, power (ATCO))?
106	Plan 4978RS, Block 9B, Lots 23NW&24	2400 PINE PLAZA	0.15	604	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Royal Canadian Legion Hall - Store (Main)	No	
107	Plan 4978RS, Block 9B, Lot 23	2300 PINE PLAZA	0.08	325	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	The Ridge - Restaurant	No	
108	Plan 8923075, Block 9A, Lot 19	1800 PINE PLAZA	0.20	808	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Pine Plaza - Strip Retail/Office	No	
109	Plan 2502RS, Block 9A, Lots 6,7,8	702 PINE PLAZA	0.14	557	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Peace Country Health Services - Office	No	
110	Plan 4055RS, Block 9, Lot 20	2000 SHOPPERS PARK MALL	0.30	1232	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Hidden Treasures/Dixie Pets - Store	No	
111	Plan 858TR, Block 9, Lot 13A (includes Plan 4055RS; Block 9; Lot20A)	1300 SHOPPERS PARK MALL	1.19	4823	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Pine Plaza (Shopper's Pk Mall) - Retail, Office	No	
112	Plan 2502RS, Block 9, Lot 3-4A includes Plan 858TR, Block 9, Lot 9A	301 SHOPPERS PARK MALL	0.64	2592	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	300 Pine Plaza - Strip Retail, Office	No	
113	Plan 2502RS, Block 9, Lot 2	209 PINE PLAZA	0.26	1036	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	VEGAS PIZZA & SPAGHETTI HOUSE (GRANDE CACHE) LTD.	No	
114	Plan 1122571, Block 9D, Lot 20A	1701 PINE PLAZA	3.61	14610	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Grand Cache Hotel - Restaurant, Hotel	No	
115	Plan 0825604, Block 14, Lot 116	10925-97 Avenue	0.49	2000	Residential?			C4 - Neighborhood Commercial	Carwash/Lil Bee Daycare - Store	No	
116	Plan 9824524, Block 9C, Lot 15A and Plan 2787RS, Block 9C, Lot 16	1601 PINE PLAZA	0.88	3551	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Hotel/Motel, Multi-tenant/Retail/Office	No	
117	Plan 2502RS, Block 9A, Lot 5	500 PINE PLAZA	0.25	995	Town Centre Area Redevelopment Plan			C1 - Town Centre Commercial	Misfits Gym	No	



REQUEST FOR DECISION


Table 1. MD – Owned Commercial Lands within the Hamlet of Grande Cache

Roll Number	Legal Description (Urban Legal)	Civic Address	Parcel Size (in acres)	Parcel size (in square meters)	MDP Future Land Use (Based on the General Future Land Use Concept)	ASP (Which ASP)	ASP Future Land Use(s)	Current Land Use Bylaw District (zoning)	Developments on the parcel	If undeveloped, is it serviced or services nearby (e.g. water, gas, sanitary, power (ATCO))?
392300	Plan 9720898, Block 38, Lot 3PUL	99 ST - HOPPE AVE - 98 ST	2.31	9349	Highway-Oriented Commercial; Portion is part of the Tower Estates ASP			C2 - Highway Corridor Commercial	Vacant	Serviced with power (ATCO), sanitary, water and gas.
47000	Plan 6285NY, Lot A	10311 97 Street	4.54	18373		Tower Park Estates	Urban Village - Public/Open Space, Lodging	C2 - Highway Corridor Commercial	Vacant -cell phone tower (Telus)	Not currently serviced. Power (ATCO), sanitary, and water lines are nearby
683000	Plan 3698RS, Block 30, Lots PT.23 & 24	10028 99 STREET	0.45	1832	Industrial/Commercial			C3-Commercial and Industrial Service	Office	
1380000	Plan 7822523, Block 34, Lots 8-10	9702 104 Avenue	2.10	8499	Industrial/Commercial			C3-Commercial and Industrial Service	Big Horn Golden Age Club, Warehouse	
1382000	Plan 7822523, Block 34, Lot 11		0.73	2954	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
1383000	Plan 7822523, Block 34, Lot 12		0.73	2939	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
376000	Plan 2650RS, Block 33, Lot 3	PART OF TOWN PUBLIC W	0.95	3860	Industrial/Commercial			C3-Commercial and Industrial Service	Frame and Fabric Building	
374000	Plan 2650RS, Block 33, Lots 1 & 2	9706 SHAND AVENUE	1.75	7100	Industrial/Commercial			C3-Commercial and Industrial Service	Public Works Yard - Warehouse, Warehouse (Metal Clad)	
377000	Plan 2650RS, Block 33, Lot 4	10318 97 STREET	2.10	8505	Industrial/Commercial			C3-Commercial and Industrial Service	Warehouse (Metal Clad) - 2	
375000	Plan 2650RS, Block 33, Lot 5	9702 SHAND AVENUE	1.04	4213	Industrial/Commercial			C3-Commercial and Industrial Service	Water Reservoir and Pump House	
388000	Plan 8320414, Block 37, Lot 10PUL		0.61	2460	Industrial/Commercial			C3-Commercial and Industrial Service	Vacant	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.
393100	Plan 9720898, Block 39, Lot 1PUL		0.39	1598				C3-Commercial and Industrial Service	Vacant	Not serviced. Power (ATCO), gas, water and sanitary lines are nearby.






Roll Number 7200
Grande Cache

Legend

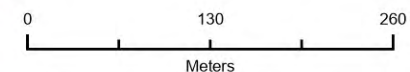
 Property of Interest

Road

 Gravel
 Other
 Paved

Base Features

 Cadastre



Produced: October, 2022 **Projection:** UTM Zone 11N NAD 83

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NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



Pictures of lands within the

Floyd McLennan Business Park Area Structure Plan (ASP)







Pictures of lands off Memorial Drive, Roll Number 7200





**Pictures of lands within the
Tower Park Estates Area Structure Plan (ASP) - Business Park portion**









**Pictures of lands within the
Tower Park Estates Area Structure Plan (ASP) - Urban Village portion**











REQUEST FOR DECISION

SUBJECT:	Policy 1040 “Appointment to Boards and Committees”		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: SS
DEPARTMENT:	CORPORATE SERVICES	DIR: EK	PRESENTER: DM
STRATEGIC PLAN:	Governance	LEG: SS	

RELEVANT LEGISLATION:

Provincial – Libraries Act, R.S.A. 2000, c.L-11

Council Bylaw/Policy –

- Bylaw 22-898 “Grande Cache Recreation Board”
- Bylaw 22-878 “Grande Cache Cemetery”
- Bylaw 20-861 “Greenview Regional Multiplex Advisory Board”
- Bylaw 18-805 “Municipal Library Board”
- Bylaw 14-722 “Green View FCSS Board Creation”
- Bylaw 13-712 “Assessment Review Board”
- Bylaw 97-224 “Agricultural Service Board Establishment”
- Bylaw 97-218 “Cemetery”
- Bylaw 95-157 “Subdivision and Development Appeal Board Establishment”
- Policy 2004 “Employee Code of Conduct”
- Policy 2007 “Recruitment”

RECOMMENDED ACTION:

MOTION: That Council approve Policy 1040 “Appointment to Boards and Committees” as presented.

BACKGROUND/PROPOSAL:

Policy 1040 was last brought to the Policy Review Committee’s attention in 2022. During the initial presentation, it was identified that allowing Greenview employees to sit on municipal boards, in exceptional circumstances, would operationally benefit Greenview’s boards and committees.

Since that time Administration has identified precisely which boards and committees Greenview employees may be appointed. Therefore, Administration is recommending that the policy limit employees to only sit on Greenview Cemetery Committees.

This limitation would ensure that boards and committees remain operationally independent from Greenview Administration, thereby fulfilling their advisory role to Council and permitting greater resident input.

Policy 1040 was presented to Council on March 14, 2023. Upon which Council moved to refer the policy back to the Policy Review Committee for greater clarity. Council directed Administration to specify guidelines

pertaining to employee participation on Greenview boards and committees. Specifically, to differentiate between committees which are organised by Greenview and committees which Greenview appoints councillors but are organised by outside groups.

Administration is recommending that Greenview employees not be permitted on Council Board and Committees. Council Committees are those board or committee which are established by bylaw of Greenview, with the exception of cemetery committees.

For certainty, the following boards and committees are established by Council bylaw and are being recommended to not allow employee members:

- Grande Cache Recreation Board
- Greenview Regional Multiplex Advisory Board
- Municipal Library Board
- Green View FCSS Board Creation
- Assessment Review Board (ARB)
- Agricultural Service Board Establishment
- Subdivision and Development Appeal Board (SDAB)

While Greenview Councillors sit on several other boards, these bodies are established by community groups (e.g., East Smoky Recreation Board, Grande Cache Healthcare Professionals Attraction & Retention Committee), regional stakeholders (e.g., International Paper Committee, Little Smoky Ski Hill), or do not allow public members (e.g., Audit Committee, Greenview Industrial Gateway Committee). Therefore, the boards and committees listed above are the only ones pertinent to potential employee appointment.

Policy 1040 was presented to the Policy Review Committee during its July 14, 2023, meeting. During this meeting the policy received the following amendments:

- 2.3(F): Ensure official name of Library Board
- 8.1: Notify chair of board member resignation
- 10.2: Refer to CAO Services instead of solely CAO

Section 2.3(F) was changed from “Municipal Library Board” to “The Municipal District of Greenview No. 16 Library Board.” This change reflects the legal name as established by the *Libraries Act* which requires municipal library boards to be called “The (name of municipality) Library Board.”

Section 8.1 was changed to ensure that both the CAO and the chair of a board are notified upon the resignation of a member. This ensures that boards which have greater independence (e.g., The Municipal District of Greenview No. 16 Library Board) maintain their independence, but also ensures Administration is notified to begin advertising the opening.

Section 10.2 was changed to “Administration” to ensure there is no confusion between the administrative difference between “CAO” and “CAO Services.”

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion will ensure there is separation between Greenview's Administration and Council's advisory boards and committees.
 2. The benefit of Council accepting the recommended motion is that at large board and committee appointments will be reserved for Greenview residents.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to make additional amendments to the policy.

FINANCIAL IMPLICATION:

Board members will be remunerated in accordance with Policy 1008 "Council and Board Remuneration."

STAFFING IMPLICATION:

Individuals who work for Greenview in any capacity will not be permitted to sit on Greenview boards and committees, except cemetery committees.

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 the necessary changes to reflect the amended policy.

ATTACHMENT(S):

- Policy 1040 "Appointment to Boards and Committees" (Current)
- Policy 1040 "Appointment to Boards and Committees" (Draft)

Title: Appointment to Boards and/or Committees

Policy No: 1040

Effective Date: October 11, 2022

Motion Number:

Supersedes Policy No: 1040

Department: CAO Services

Review Date: October, 2025



Legal References:

Cross References:

Bylaw 22-899 "Audit Committee"
 Bylaw 22-898 "Grande Cache Recreation Board"
 Bylaw 21-886 "Greenview Industrial Gateway Committee"
 Bylaw 21-885 "Committee of the Whole"
 Bylaw 21-884 "Policy Review Committee"
 Bylaw 20-861 "Greenview Regional Multiplex Advisory Board"
 Bylaw 18-805 "Municipal Library Board"
 Bylaw 14-722 "Green View FCSS Board Creation"
 Bylaw 13-712 "Assessment Review Board"
 Bylaw 03-399 "Municipal Planning Commission"
 Bylaw 97-224 "Agricultural Service Board Establishment"
 Bylaw 95-157 "Subdivision and Development Appeal Board Establishment"
 Policy 2004 "Employee Code of Conduct"

Purpose: To establish eligibility criteria and guidelines for public and Council appointments to Greenview Boards and Committees and to ensure a consistent and open process allowing all residents and other eligible persons interested with the opportunity to participate.

1. DEFINITIONS

- 1.1. **Appointment** means the act of appointing someone to serve on a Greenview Board or Committee.
- 1.2. **Boards and Committees** means any committee, board, commission or other body established by Council.
- 1.3. **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of Greenview, or their delegate.
- 1.4. **Greenview** means the Municipal District of Greenview No. 16.

- 1.5. **Organizational Meeting** means the Meeting held annually not later than 2 weeks after the 3rd Monday in October at which appointments are made to Greenview Boards and Committees.
- 1.6. **Public** means a member of the public who is a resident of Greenview, a resident of a participating municipality in the case of joint boards or committees, or otherwise eligible to sit on a Greenview board or committee.
- 1.7. **Resident** means a member of the public whose current and primary residence is within Greenview or within a participating municipality in the case of joint boards or committees.

2. POLICY STATEMENT

- 2.1. The Municipal District of Greenview values public engagement. Involving the public in committees strengthens Greenview's sense of community and encourages public involvement.

3. APPOINTMENT OF COUNCIL MEMBERS TO COUNCIL COMMITTEES

- 3.1. Council Members shall be appointed to Council Committees at the annual Organization Meeting of Council, and at other times as required.
- 3.2. The appointment term for Council Members shall:
 - A) Be until the next annual Organizational Meeting of Council, unless otherwise specified by a resolution of Council or a Council Committee Bylaw; and
 - B) Terminate immediately upon leaving office.
- 3.3. In the case of a mid-term Council Member vacancy, administration will bring the position in the applicable Council Committee forward for Council to make an appointment.

4. ELIGIBILITY

- 4.1 Board and Committee members-at-large shall:
 - A) Be 18 years of age at the time of appointment;
 - B) Be a current resident and/or ratepayer of Greenview unless the bylaw for the applicable committee allows otherwise;
 - C) Not be in arrears to Greenview;
 - D) Not be in litigation with Greenview;
 - E) Not have any current or outstanding compliance order issued by Greenview against them;
 - F) Be removed from the Board or Committee if the member becomes an employee of Greenview or ceases to be a Greenview resident, unless the bylaw of the applicable committee allows otherwise; and
 - G) Be eligible if appointed by a municipality whereby there is an intermunicipal agreement for a reciprocal use of board or committee members.

- 4.2. Greenview employees may be appointed to boards or committees, under exceptional circumstances when no public members present themselves, and provided they:

- A) Do not violate Policy 2004 – *Employee Code of Conduct*;

- B) Do not directly administer the board, committee, or commission for which they would like to be appointed.

5. APPOINTMENTS OF MEMBERS AT LARGE

- 5.1 All appointments will be by resolution of Council unless legislation states it must be done otherwise.
- 5.2 Public appointments to eligible Boards and Committees shall be on the basis of public advertisement inviting applications from residents or other eligible persons for the appointments. Applications are to be submitted to Council for consideration and appointment.
- 5.3 Public advertisement will take place prior to the annual Organizational Meeting and Council shall approve all public appointments to Boards and Committees at the annual Organizational Meeting. If a vacancy occurs prior to the end of the term, advertisement and appointment of a new member may take place before the annual Organizational Meeting.
- 5.4 When a Committee or Board's terms of reference or bylaw allows for members that are not a resident or ratepayer of Greenview, preference will be given to Greenview residents.
- 5.5 Appointed members will be compensated in-line with the rates contained in Policy 1008 – *Council and Board Remuneration*.

6. RESPONSIBILITIES

- 6.1 Individuals appointed to a Committee must:
 - A) As part of the condition of accepting an appointment agree to abide by the mandate and objectives of the Committee or Board; and
 - B) Comply and conduct themselves in accordance with Greenview's Procedural Bylaw.
- 6.2 Members are permitted to attend meetings electronically so long as criteria in the Procedural Bylaw (Bylaw 21-876) are met.

7. LENGTH OF APPOINTMENT

- 7.1 Unless otherwise provided for by bylaw, all appointments shall be for a one-year term, commencing on the date of appointment at the Organizational Meeting.
- 7.2 If a vacancy occurs and an appointment is made mid-term, the term will be for the duration of the original one-year term for the vacant position.
- 7.3 Members may be re-appointed, upon application, for a consecutive term as determined by Council and/or subject to the limits contained within applicable legislation or bylaws.

8 RESIGNATION

- 8.1 Committee members wishing to resign their position mid-term shall submit their resignation in writing to CAO services.

8.2 Members who miss three (3) consecutive meetings without explanation and authorization from the Committee or Board Chair will be deemed to have resigned from that Committee or Board. The Council representative for this Committee or Board will request Council to have the Member removed from the assigned Committee or Board at a Council meeting following the missed meetings.

8.3 Not attending a meeting in person is permissible and will not count as a meeting missed as long as the committee member is able to attend online via zoom, telephone or another method.

9 ROLE OF COUNCIL

9.1 Council is responsible for considering applications and appointing public members to Greenview Boards and Committees.

10 ROLE OF ADMINISTRATION

10.1 The CAO or designate is responsible to review applications to determine eligibility, and to bring eligible applications forward for Council's consideration.

10.2 The CAO or designate is responsible for maintaining records of board and committee memberships.

CURRENT

Title: Appointment to Boards and Committees

Policy No: 1040

Effective Date: Date passed in Council

Motion Number:

Supersedes Policy No: 1040

Department: CAO Services

Review Date: (3 Years from date approved by Council)



Legal References:

Municipal Government Act, RSA 2000, c.M-26, s.145.

Cross References:

Bylaw 22-898 "Grande Cache Recreation Board"
 Bylaw 21-876 "Procedural Bylaw"
 Bylaw 20-861 "Greenview Regional Multiplex Advisory Board"
 Bylaw 18-805 "Municipal Library Board"
 Bylaw 14-722 "Green View FCSS Board Creation"
 Bylaw 13-712 "Assessment Review Board"
 Bylaw 97-224 "Agricultural Service Board Establishment"
 Bylaw 95-157 "Subdivision and Development Appeal Board Establishment"
 Policy 2004 "Employee Code of Conduct"
 Policy 1008 "Council and Board Member Remuneration"

Purpose: To establish eligibility criteria and guidelines for public and Council appointments to Greenview Boards and Committees and to ensure a consistent and open process allowing all residents and other eligible persons interested with the opportunity to participate.

1. DEFINITIONS

- 1.1. **Appointment** means the act of appointing someone to serve on a Greenview Board or Committee.
- 1.2. **Boards and Committees** means any committee, board, commission or other body established by Council.
- 1.3. **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of Greenview, or their designate.
- 1.4. **Employee** means a person employed by Greenview, in any capacity.
- 1.5. **Greenview** means the Municipal District of Greenview No. 16.
- 1.6. **Organizational Meeting** means the meeting held annually not later than 2 weeks after the 3rd Monday in October at which appointments are made to Greenview Boards and

Committees.

- 1.7. **Public** means a member of the public who is a resident of Greenview, a resident of a participating municipality in the case of joint boards or committees, or otherwise eligible to sit on a Greenview board or committee.
- 1.8. **Resident** means a member of the public whose current and primary residence is within Greenview or within a participating municipality in the case of joint boards or committees.

2. POLICY STATEMENT

- 2.1. The Municipal District of Greenview values public engagement. Involving the public in committees strengthens Greenview's sense of community and encourages public involvement.
- 2.2. Greenview Employees are not permitted to sit on Board and Committees established by bylaw of Greenview, with the exception of Cemetery Committees.
- 2.3. The following Boards and Committees are established by bylaw and shall not permit Employee appointments:
 - A) Agricultural Service Board;
 - B) Assessment Review Board;
 - C) Grande Cache Recreation Board;
 - D) Greenview Regional Multiplex Advisory Board;
 - E) Green View FCSS Board;
 - F) The Municipal District of Greenview No. 16 Library Board; and the
 - G) Subdivision and Development Appeal Board.

3. APPOINTMENT OF COUNCIL MEMBERS TO COUNCIL COMMITTEES

- 3.1. Council Members shall be appointed to Council Committees at the annual Organization Meeting of Council, and at other times as required.
- 3.2. The appointment term for Council Members shall:
 - A) Be until the next annual Organizational Meeting of Council, unless otherwise specified by a resolution of Council or a Council Committee Bylaw; and
 - B) Terminate immediately upon leaving office.
- 3.3. In the case of a mid-term Council Member vacancy, administration will bring the position in the applicable Council Committee forward for Council to make an appointment.

4. ELIGIBILITY

- 4.1 Board and Committee members-at-large shall:
 - A) Be 18 years of age at the time of appointment;
 - B) Be a current resident and/or ratepayer of Greenview unless the bylaw for the applicable committee allows otherwise;
 - C) Not be an Employee of Greenview, with the exception of Cemetery Committees;
 - D) Not be in arrears to Greenview;
 - E) Not be in litigation with Greenview;
 - F) Not have any current or outstanding compliance order issued by Greenview against them;
 - G) Be removed from the Board or Committee if the member becomes an Employee of Greenview or ceases to be a Greenview resident, unless the bylaw of the applicable Board

or Committee otherwise permits non-residents;

H) Be eligible if appointed by a municipality whereby there is an intermunicipal agreement for a reciprocal use of board or committee members.

5. APPOINTMENTS OF MEMBERS AT LARGE

- 5.1 All appointments will be by resolution of Council unless legislation states it must be done otherwise.
- 5.2 Public appointments to eligible Boards and Committees shall be on the basis of public advertisement inviting applications from residents or other eligible persons for the appointments. Applications are to be submitted to Council for consideration and appointment.
- 5.3 Public advertisement will take place prior to the annual Organizational Meeting and Council shall approve all public appointments to Boards and Committees at the annual Organizational Meeting. If a vacancy occurs prior to the end of the term, advertisement and appointment of a new member may take place before the annual Organizational Meeting.
- 5.4 When a Committee or Board's terms of reference or bylaw allows for members that are not a resident or ratepayer of Greenview, preference will be given to Greenview residents.
- 5.5 Appointed members will be compensated in-line with the rates contained in Policy 1008 *"Council and Board Remuneration."*

6. RESPONSIBILITIES

- 6.1 Individuals appointed to a Committee must:
 - A) As part of the condition of accepting an appointment agree to abide by the mandate and objectives of the Committee or Board; and
 - B) Comply and conduct themselves in accordance with Greenview's Procedural Bylaw.
- 6.2 Members are permitted to attend meetings electronically so long as criteria in the *Procedural Bylaw* are met.

7. LENGTH OF APPOINTMENT

- 7.1 Unless otherwise provided for by bylaw, all appointments shall be for a one-year term, commencing on the date of appointment at the Organizational Meeting.
- 7.2 If a vacancy occurs and an appointment is made mid-term, the term will be for the duration of the original one-year term for the vacant position.
- 7.3 Members may be re-appointed, upon application, for a consecutive term as determined by Council or subject to the limits contained within applicable legislation or bylaws.

8. ADMINISTRATION RESPONSIBILITIES

- 8.1. Committee members wishing to resign their position mid-term shall submit their resignation in writing to the CAO and the chair of the committee for which they are resigning.
- 8.2. Members who miss three (3) consecutive meetings without explanation and authorization from the Committee or Board Chair will be deemed to have resigned from that Committee

or Board. The Council representative for this Committee or Board will request Council to have the Member removed from the assigned Committee or Board at a Council meeting following the missed meetings.

- 8.3. Not attending a meeting in person is permissible and will not count as a meeting missed as long as the committee member is able to attend online via zoom, telephone or another method.

9. ADMINISTRATION RESPONSIBILITIES

- 9.1. Council is responsible for considering applications and appointing public members to Greenview Boards and Committees.

10. ADMINISTRATION RESPONSIBILITIES

- 10.1. **Administration** is responsible to review applications to determine eligibility, and to bring eligible applications forward for Council's consideration.
- 10.2. **Administration** is responsible for maintaining records of Board and Committee memberships.

DRAFT



REQUEST FOR DECISION

SUBJECT:	Town of Grande Cache Policy Repeal		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER:
DEPARTMENT:	CORPORATE SERVICES	DIR: EK	PRESENTER: DM
STRATEGIC PLAN:	Governance	LEG:	

RELEVANT LEGISLATION:

Provincial – None

Council Bylaw/Policy –

- Bylaw 22-930 “Schedules of Fees”
- Bylaw 20-851 “Municipal Emergency Management Bylaw”
- Bylaw 11-664 “Water Utility”
- Policy 8004 “Greenview Sponsorships and Donations”
- Policy 2004 “Employee Code of Conduct”
- Policy 1504 Accounts Receivable Cancellation or Adjustment
- Policy 1042 “Access to Information”
- Policy 1034 “Asset Management”
- Policy 1018 “Expenditure and Disbursement Policy”
- Policy 1002 “Travel and Subsistence”
- Greenview Emergency Management Plan
- Greenview Regional Multiplex Operations and Procedures Guide

RECOMMENDED ACTION:

MOTION: That Council repeal the following obsolete Town of Grande Cache policies:

- **Activation of Municipal Emergency Operations Centre (EOC) Policy 029/13**
- **Business Continuity Policy 026/13**
- **Collection of Delinquent Accounts 265/09**
- **Commissioner for Oaths 196/17**
- **Complaint Policy 450/16**
- **Corporate Sponsorship (Solicitation) Policy 205/14**
- **Correspondence 415/17**
- **Environmental Stewardship 265/09**
- **Facility Allocation & Rental 187/10**
- **Fraud 183/16**
- **Grande Cache Recreation Centre Child Abandonment Policy 265/09**
- **Grande Cache Recreation Centre Suspension Policy 265/09**
- **Hours of Operation 109/14**

- **Post-Emergency Event Counselling Policy 030/13**
- **Post-Emergency Event Lessons Learned Policy 031/13**
- **Purchasing 220/17**
- **Recreational Areas Waiver of Rental Charges 265/09**
- **Recycling 265/09**
- **Release of Tax Roll Information 087/12**
- **Telecommunications Policy 027/13**
- **Travel Expenses 023/18**
- **Use of Council Chambers 415/17**

BACKGROUND/PROPOSAL:

Administration reviewed the outstanding Town of Grande Cache policies and is recommending the following changes to harmonize administration between Ward 9 and the rest of Greenview. The Policy Review Committee recommended Council repeal the policies at its meeting held on July 12, 2023.

- Activation of Municipal Emergency Operations Centre (EOC) Policy 029/13 shall be repealed and replaced with Bylaw 20-851 “Municipal Emergency Management Bylaw” which sets out the activation of a local state of emergency.
- Business Continuity Policy 026/13 shall be repealed and replaced with the Greenview Emergency Management Plan which establishes the Emergency Operations Centre as the core group which is in charge of ensuring business continuity.
- Collection of Delinquent Accounts 265/09 shall be repealed and replaced with Bylaw 22-900 “Schedules of Fees” which establishes a 1.5% interest rate for water service charges not paid within 30 days. Bylaw 11-664 “Water Utility” also permits Greenview to cease services to residents who have a delinquent account.
- Commissioner for Oaths 196/17 shall be repealed. Greenview has internal processes to ensure that it has a commissioner of oaths for internal use. This service is not offered for external use.
- Complaint Policy 450/16 shall be repealed. Greenview currently has internal processes for complaints, which include escalation to the manager, director, or CAO as required. The public also has the right to refer complaints to the Alberta Ombudsman for public bodies.
- Corporate Sponsorship (Solicitation) Policy 205/14 shall be repealed and replaced with Policy 8004 “Greenview Sponsorships and Donations” which outlines the parameters and requirements for corporate sponsorships.
- Correspondence 415/17 shall be repealed. Greenview already has internal processes for the collection, archival and distribution of external correspondence.

- Environmental Steward 265/09 shall be repealed. Greenview does not currently have a policy directing staff to procure environmentally friendly goods.
- Facility Allocation & Rental 187/10 shall be repealed and be replaced with the Greenview Recreation Operations and Procedure Guide which details how to process facility rentals and clean-up.
- Fraud 183/16 shall be repealed and replaced with Policy 2004 “Employee Code of Conduct,” which outlines the expectations for Greenview employees, and provides procedures on inappropriate behaviour. The Audit Committee has also been empowered to act as an administrative control to oversee cases which pertain to fraud, misconduct and policy compliance.
- Grande Cache Recreation Centre Child Abandonment Policy 265/09 shall be repealed. The Greenview Recreation Operations and Procedures Guide covers the procedure for children who have been abandoned or lost.
- Grande Cache Recreation Centre Suspension Policy 265/09 shall be repealed. The Greenview Recreation Operations and Procedures Guide includes disciplinary actions for inappropriate behaviour.
- Hours of Operation 109/14 shall be repealed and replaced with the Greenview Regional Multiplex Operations Guide which establishes the normal hours of operations and shall default to the opinion of the Manager if a discrepancy arises.
- Post-Emergency Event Counselling Policy 030/13 shall be repealed and replaced with the Greenview Emergency Management Plan, which details the action plan for connecting individuals with counselling services.
- Post-Emergency Event Lessons Learned Policy 03/13 shall be repealed and replaced with the Greenview Emergency Management Plan, which details the requirements for post-emergency reporting.
- Purchasing 220/17 shall be repealed and replaced with Policy 1034 “Asset Management” which outlines how assets are to be maintained and replaced, and Policy 1018 “Expenditure and Disbursement Policy” which outlines procurement controls. Administration is currently drafting a procurement policy which will expand on Policy 1034.
- Recreational Areas Waiver of Rental Charges 265/09 shall be repealed. Greenview does not have a formal policy for fee reduction or waiver for non-profit groups, however some facilities do offer reduced rates for youth and seniors’ groups.

- Recycling 265/09 shall be repealed. Greenview currently outsources recycling services in Grande Cache to Environmental 360 Solutions. As such, recycling service levels are administered as an administrative function through Greenview’s contract with Environmental 360 Solutions.
- Release of Tax Roll Information 087/12 shall be repealed and replaced with Policy 1042 “Access to Information” which details the disclosure of tax information, and if needed Administration defaults to the Freedom of Information and Protection of Privacy Act (FOIP).
- Telecommunications Policy 027/13 shall be repealed and replaced with the Greenview Emergency Management Plan which details communication strategies during an emergency.
- Travel Expenses 023/18 shall be repealed and replaced with Policy 1002 “Travel and Subsistence,” which outlines items which may be expensed when travelling for municipal business.
- Use of Council Chambers 415/17 shall be repealed. Greenview does not allow external groups to rent Council Chambers. The Eagles Nest Hall is available to rent as per the Eagles Nest Hall Rental Agreement and Bylaw 22-930 “Schedules of Fees.”

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council adopting the recommended motion is that it will harmonize administration between Ward 9 and the rest of Greenview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council may alter or deny the recommended motion.

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 the necessary changes to reflect the repeal.

ATTACHMENT(S):

- Activation of Municipal Emergency Operations Centre (EOC) Policy 029/13
- Business Continuity Policy 026/13
- Collection of Delinquent Accounts 265/09
- Commissioner for Oaths 196/17
- Complaint Policy 450/16
- Corporate Sponsorship (Solicitation) Policy 205/14
- Correspondence 415/17
- Environmental Stewardship 265/09
- Facility Allocation & Rental 187/10
- Fraud 183/16
- Grande Cache Recreation Centre Child Abandonment Policy 265/09
- Grande Cache Recreation Centre Suspension Policy 265/09
- Hours of Operation 109/14
- Post-Emergency Event Counselling Policy 030/13
- Post-Emergency Event Lessons Learned Policy 031/13
- Purchasing 220/17
- Recreational Areas Waiver of Rental Charges 265/09
- Recycling 265/09
- Release of Tax Roll Information 087/12
- Telecommunications Policy 027/13
- Travel Expenses 023/18
- Use of Council Chambers 415/17

POLICY AND PROCEDURE MANUAL	Subject Activation of Municipal Emergency Operations Centre (EOC) Policy	Section No. X-1	Page 6
	Department Emergency Management	Approved by Resolution No. 029/13	
	Effective Date January 23, 2013	Supersedes	

ACTIVATION OF MUNICIPAL EMERGENCY OPERATIONS CENTRE (EOC) POLICY

Background

Activation of the Municipal Emergency Operations Center (EOC) is the process which initiates municipal emergency management procedures to coordinate the response to any emergency in progress. The Municipal Director of Emergency Management (DEM) will decide whether or not to activate the EOC based on established criteria and provide information to Council in this regard.

Risk

Not activating municipal emergency coordination procedures in a timely manner could prevent the municipality from supporting the incident response as required and protecting public safety, property and the environment in a timely manner. The procedure should be clear and based on operational criteria. The procedures need to be communicated to all agencies operating in the municipality. The activation procedure forms part of the Municipal Emergency Plan and should be included in training and exercises.

Recommended Policy

To ensure timely and effective emergency management in the Town of Grande Cache, the activation of the municipal EOC to facilitate the emergency coordination procedures shall be proactive, developed as part of the Municipal Emergency Plan and based on event criteria. The Director of Emergency Management shall establish and exercise these municipal activation procedures as part of the Municipal Emergency Plan.

POLICY AND PROCEDURE MANUAL	Subject Business Continuity	Section No. X-1	Page 3
	Department Emergency Management	Approved by Resolution No. 026/13	
	Effective Date January 23, 2013	Supersedes	

BUSINESS CONTINUITY POLICY

Background

Municipalities may lose the ability to operate and provide services to residents. This loss may be the result of one or more of the following factors:

- loss of infrastructure due to destruction, contamination or a potential danger preventing use or access;
- loss of staff due to death, sickness or transportation problems;
- other reasons.

Risk

If a municipality loses vital municipal services, the health or safety of residents, property or the environment may be endangered.

Municipalities need to consider business continuity planning for all municipal services. At the very least, the continuity plan should identify those services considered vital to ensuring the basic health and safety of residents, as well as contingency plans to ensure those services are operational even when municipal infrastructure or staff are not fully operational.

Municipal emergency response operations are vital services. The loss of infrastructure and staff may decrease the ability to provide services. The municipality should plan for the loss of infrastructure (ie. EOC) and staff shortages (ie. firefighters and EOC staff) as part of their business continuity plan, included in the municipal emergency plan.

Recommended Policy

To ensure vital and necessary municipal services are provided when infrastructure or staff are not available to deliver normal municipal services, the Town of Grande Cache emergency plan shall include a business continuity plan. The plan shall categorize all general municipal services and identify which are vital or necessary and address contingencies to resume disrupted vital and necessary services within a reasonable time frame. These vital services shall include the delivery of emergency response services and emergency operation center functions, including considerations for EOC secondary infrastructure and replacement equipment.

POLICY AND PROCEDURE MANUAL	Subject Collection of Delinquent Accounts	No. A-1	Page 8
	Department Administration	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

COLLECTION OF DELINQUENT ACCOUNTS

To ensure timely collection of accounts owed to the Town of Grande Cache, the following policy will be strictly adhered to:

Water/Sewage Accounts

Water and sewer services may be disconnected without further notice if the water and sewer account has not been paid within thirty (30) days of the due date. A disconnection fee of \$100.00 will be added to the account at this time. Prior to reconnecting the water, an additional \$100.00 will be added to the outstanding account, which must be paid to clear the account.

Once disconnected, service will not be reconnected until all amounts owing are paid in full, including applicable disconnection and reconnection fees.

All water and sewer services will be registered in the property owner's name ONLY (no water and sewer services will be billed to anyone renting a property).

The Town of Grande Cache is not responsible for any loss or damage as a result of disconnection of water and sewage services as a result of non-payment.

Accounts Receivable – Works to Property

Any person(s) or organization(s) requesting works to property, including equipment rentals, are required to pay all invoices in full within thirty (30) days of receiving said invoice. Failure to pay the invoice will result in the following actions:

- a) outstanding accounts receivable older than thirty (30) days will be sent a 'Demand for Payment' notice. Failure to respond by making payment or making appropriate arrangements to pay, will result in the immediate suspension of any further works to property until such time as all outstanding accounts are paid in full.
- b) failure to pay or make appropriate arrangements to pay, as per a), will no longer be entitled to receive any works to property or otherwise, until the account is paid in full. Furthermore, once the account is paid in full, all future works to property or otherwise, will be paid in full prior to the commencement of any work.
- c) any outstanding amounts on an account for more than a period of one (1) year will be added to taxes.

POLICY AND PROCEDURE MANUAL	Subject Collection of Delinquent Accounts	No. A-1	Page 9
	Department Administration	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

Accounts Receivable – Other

Any person(s) or organization(s) requesting the services of the Town (other than those considered to be Works to Property) are required to pay for these services within thirty (30) days of receiving said an invoice. Failure to pay will result in the following actions:

- a) outstanding accounts with the Town of Grande Cache older than thirty (30) days will be sent a 'Demand for Payment' notice. Failure to respond by making payment or appropriate arrangements to pay will result in the immediate suspension of any further services until all outstanding accounts are paid in full.
- b) failure to pay or to make appropriate arrangements to pay, will no longer be entitled to receive services until the account is paid in full.
- c) any account that remains outstanding for a period of six (6) months may be sent to a collection agency for action.

Any person(s) or organization(s) that have been determined to have a history of delinquent accounts or slow/late payments (defined as accounts older than three (3) months) may be required to pay for any additional services prior to the commencement of any work.



TOWN OF GRANDE CACHE Policy and Procedures

Title Commissioner for Oaths

Page 1 of 1

Section 6
Department Administration

Resolution No. 196/17
Effective Date April 12, 2017

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Y

The Town of Grande Cache (the 'Town') believes it is important that the citizens of Grande Cache and area have access to a valuable and necessary public service provided by a Commissioner for Oaths.

The Chief Administrative Officer for the Town will appoint at least one (1) Commissioner for Oaths. The Commissioner for Oaths must be duly authorized by the Notaries and Commissioners Act for the Province of Alberta. Members of Council are Commissioners for Oath by virtue of office (ex officio).

The Commissioner for Oaths must discharge all of the Commissioner for Oaths' responsibilities in compliance with the Notaries and Commissioners Act, applicable Commissioners for Oaths regulations and Code of Conduct.

The Town will not charge a fee for performing the service for the above noted responsibilities, other than the fees required by the Province of Alberta.



TOWN OF GRANDE CACHE Policy and Procedures

Title **Complaint Policy**

Page 1 of 2

Section 6 - General
Department All

Resolution No. 450/16
Effective Date September 14, 2016

P

POLICY STATEMENT

A consistent organization wide method of responding to public complaints accomplishes the Town of Grande Cache's objective of providing an exceptional quality of life for its residents and promotes staff and department accountability to the community.

O

When a resident submits a complaint about any aspect of the operation of the Town of Grande Cache, they deserve the courtesy of being heard, their concerns being understood, investigated and a prompt response. The following method will be used to track complaints, and ensure that complaints are dealt with in a fair and open manner within a reasonable time frame.

L

1.0 Procedure

1.1 All complaints received by any of the Town Departments will be recorded in writing on the Complaint Form attached to this policy as Schedule 'A'.

1.2 The Complaint Form will be made available as an electronic template (fillable form) on the Town's webpage. An email can be used to complete a complaint form.

1.3 When a Complaint is received by any of the Town Departments, the Complaint will be forwarded to the appropriate department for investigation and response.

C

2.0 Time Frame

2.1 Town Staff will respond to complaints within a one (1) week (five business days) from the date a complaint is received.

Y



TOWN OF GRANDE CACHE

Policy and Procedures

Title **Complaint Policy**

Page 2 of 2

Section 6 - General

Resolution No. 450/16

Department All

Effective Date September 14, 2016

3.0 **Freedom of Information and Protection of Privacy**

3.1 When responding to a complaint, the respondent shall take into account the protection of personal information about the complainant, offender, or any other person.

4.0 **Confidentiality**

4.1 All complaints will be treated as confidential, unless authorization is given by the complainant to release his or her identity.

4.2 Despite section 4.1, the complainant shall provide all of the information required on the Complaint Form, including the complainants name and contact information.

4.3 Anonymous complaints will not be accepted.

5.0 **Complaint Forms**

5.1 Complaint Forms will be available on the Town's Web Page or may be obtained from any Department Office or the Town Office in the event a complainant wishes to make a written complaint.

5.2 Complaints will only be considered as a valid complaint once the complainant has provided all of the information required on the Complaint Form.

5.3 Complaints for the Bylaw Enforcement Officer/Community Peace Officer will be recorded on the data base as per the Solicitor General's Department.

6.0 **Record of Complaints**

6.1 Each Department will keep a file of all complaints received.

6.2 Each Department will report the number of complaints received and how they were dealt with in their monthly report to the Committee of the Whole.

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Policy and Procedures

Title	Corporate Sponsorship (Solicitation) Policy			Page 1 of 5
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P

Policy Statement

This policy is intended to establish guidelines for the use of grants and sponsorship revenue to offset the costs of programs, services, facilities and events. Sponsorships will be consistent with the Town's Vision, Mission and values and shall comply with any bylaw or policy of the Town and not reflect negatively on the Town's integrity or public image. All sponsorship agreements (letters of understanding) shall be drafted in a manner that promotes the Town's interest and results in the optimal balance of benefits to the Town and the community.

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Purpose of Policy

The purpose of this policy is to:

- confirm the Town's interest in pursuing sponsorship initiatives;
- create an authorized environment for this practice;
- provide departments and programs with procedures when seeking supplemental revenue to support Town programs or when approached by external individuals or organizations offering financial support for Town programs;
- encourage consistency in decisions to accept or decline sponsorship initiatives; and
- ensure that appropriate records are maintained.

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A consistent and controlled approach to sponsorship arrangements protects the Town's corporate values, image, assets and interests while increasing the opportunity for revenue generation. This policy does not apply to grants received from the federal or provincial governments.

Scope

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This policy applies to all relationships between the Town and businesses, organizations and individuals that contribute either financially or in-kind to Town departments, programs, services or facilities in return for recognition, acknowledgement or other promotional considerations including:

- programs and special events sponsorship;



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- naming/renaming of rooms or components of Town property and/or buildings and structures; and
- programs and service financial sustainability.

Procedures

Criteria for Corporate Sponsorship

1. Sponsorship arrangements must align and not compromise, influence or alter the corporate goals and priorities of the Town or in any way diminish the Town's public image.
2. Proposed in-kind gifts or donations must be cost-effective for the Town and managing sponsorship arrangements should not require significant administrative resources.
3. Sponsorship must enhance the delivery or general public awareness of Town services or activities and complement the public relations, promotion and branding strategies of the Town.
4. Sponsorship arrangements must comply with all federal and provincial statutes, municipal bylaws and corporate policies and procedures.

Restrictions for Sponsorship

The Town will not solicit or accept sponsorships from companies whose reputation could prove detrimental to the Town's public image.

Sponsorship Process:

1. During the budgeting process, departments will identify:
 - a) ongoing sponsorship initiatives (free swims at pool);
 - b) sponsorship opportunities to support Town programs;
 - c) potential sponsorship from the community to the Town that have not yet been realized; and
 - d) anticipated requests for Town sponsorship of community initiatives.



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2. Where appropriate, departments will provide a description of the sponsorship opportunity, the benefits for participation, and a description of the open and competitive procedure for expressing interest for all sponsorships valued over \$10,000.
3. Town employees may seek in-kind donations or financial contributions for Town events.
4. External organizations will be given equal opportunity to compete for sponsorship opportunities where appropriate.

Sponsorship Evaluation

1. In evaluating sponsorship opportunities, staff will consider the following factors:
 - a) whether the department has sufficient resources (staff and financial) to maximize the benefit of the sponsorship opportunity without compromising the effective delivery of municipal services and goals of the Town;
 - b) whether the sponsorship opportunity enhances the Town's image;
 - c) whether the sponsorship recognition is relative to the scale of a participant's contribution; and
 - d) past performance/experience.

Sponsorship Agreements

1. Staff will maintain records of all sponsorship commitments.
2. All sponsorship arrangements must be confirmed in writing with either:
 - a) lease agreement between the two parties; or
 - b) written letter of understanding outlining the benefits, roles and responsibilities, fees, duration and other agreed terms of the sponsorship arrangement.
3. Departments must maintain records of these agreements, including receipts.



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Corporate Sponsorship Approval

1. The CAO, or designate, has the authority to approve all proposals to seek sponsorship of Town programs, services, events or assets up to a value of \$10,000.00.
2. Council must approve sponsorship agreements over the value of \$10,000.00

Use of Sponsorships

1. All sponsorship revenues will be allocated to the relevant program or departmental budget.
2. Sponsorship fees will be used to manage the costs associated with the delivery of Town services and applied to:
 - a) reduce or eliminate the net costs of delivering a service or acquiring goods and services;
 - b) enhance or expand a Town service;
 - c) provide a new service, program, event or activity;
 - d) enhance community image;
 - e) improve public awareness of Town programs and services in the community.
3. The Town is an integral part of the community's fabric and will contribute to external community events, programs, projects or acquisition of community assets subject to budget availability and Council's Donation policy.

Monitoring and Evaluation

1. Departments are responsible for monitoring the achievements of sponsorship agreements, objectives and performance standards.
2. Departments will file a copy of all sponsorship agreements over a value of \$1,000 with the Finance Department. The Finance Department will report the total value of these sponsorship agreements to Council during the annual budget planning and priorities sessions.



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3. All sponsorship agreements should be evaluated by departments on an annual basis to determine continued benefit.
4. The Town and its departments reserve the right to terminate an existing sponsorship agreement should conditions arise that make it no longer in the best interests of the Town.

Responsibilities

1. Departments are responsible for soliciting, negotiating and administering their own agreements subject to the policy and procedures approved by Council.
2. The Town shall seek a legal opinion on sponsorship agreements exceeding a value of \$20,000.

Definitions

Sponsorship - a mutually beneficial business arrangement or partnership between the Town and an external party (individual, company, vendor or organization) wherein the external party contributes funds, goods or services to a Town event, project, program, service or corporate asset in return for recognition or other promotional consideration.

Forms of Sponsorship:

- a) **Cash** – a sponsorship received in the form of money.
- b) **In-kind** – a sponsorship received in the form of goods or services of value to the Town.
- c) **Donation** – a gift or contribution of cash, goods or services given voluntarily toward an event, project, program, service or corporate asset and is eligible for a Charitable Tax Credit under the Income Tax Act.
- d) **Partnership** – in-kind recognition or monetary contribution between two or more persons or groups, associated as joint principals within any business relationship.



TOWN OF GRANDE CACHE Policy and Procedures

Title **Correspondence**

Page 1 of 2

Section 1
Department Administration

Resolution No. 415/17
Effective Date August 23, 2017

P

1.0 **Purpose**

The purpose of this policy is to ensure the proper handling and tracking of all correspondence directed to the Town of Grande Cache, Mayor and Council, and staff.

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2.0 **Procedure**

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2.1 All regular correspondence (including general emails and faxes) addressed to the Town will be directed to the Legislative Services Coordinator for processing. The Legislative Services Coordinator will open all mail and time/date stamp the correspondence.

2.2 If the Legislative Services Coordinator believes the correspondence is of an urgent nature, it will be brought to the immediate attention of the CAO for further direction.

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2.3 All correspondence will be forwarded to the Chief Administrative Officer for review. The CAO will determine to whom and how the correspondence will be distributed, who will be responsible for responding, and when and if it should be placed on the next Council agenda.

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2.4 All correspondence addressed directly to a specific member of Council, the Mayor and/or Council, will be provided in the Mayor or Councillor's mailbox at the Town Office.

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2.5 The Legislative Services Coordinator will forward all correspondence to the appropriate department mailboxes, making copies if required, as well as ensuring that designated correspondence is placed on Council agendas.

2.6 When directed by the CAO, the Legislative Services Coordinator will respond to received correspondence with a brief indication to the sender that it has been received and what course of action will can be expected.



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- 2.7** If Council has directed an action dealing with a particular piece of correspondence, the CAO (unless otherwise directed) will ensure that a written response is prepared within seven (7) working days of the meeting in which the matter was addressed.

CURRENT

POLICY AND PROCEDURE MANUAL	Subject Environmental	No. G-1	Page 5
	Department General	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

ENVIRONMENTAL STEWARDSHIP

The Town of Grande Cache and all employees will demonstrate leadership in environmental stewardship by implementing environmental alternative and practices and by purchasing environmentally responsible goods whenever practical.

The Town of Grande Cache demonstrates a commitment to environmental stewardship and values environmental integrity. This policy aims to ensure that all municipal services, both offered and received, are obtained in an effective, expedient and environmentally friendly manner, and at the best overall value. This will be achieved by purchasing goods and services that have less impact on human health and the environment, compared to competing products and services that serve the same purpose.

The Town of Grande Cache shall choose products that display environmental labeling. Environmental labeling or “eco-labeling” indicates that a product meets the environmental standards of environmental soundness, and is supported by extensive research into the product’s impact on the environment. Municipal staff shall consider products certified in the following categories: office equipment, appliances, heating, ventilation and cooling equipment, consumer electronics, lighting, signage and commercial/industrial equipment. When sourcing and purchasing products, all departments shall consider environmental products listed on the ECP website.

The Town of Grande Cache is responsible for the contracting of goods and services on behalf of individual departments. All departments will be responsible for applying green procurement policy for all contracted services.

Departments within the Town of Grande Cache can reduce environmental impact in their operations by planning meetings that are environmentally responsible.

All departments will adopt a pollution prevention approach when planning meetings; this will be applied at every stage of the organization process. In lieu of travel, a teleconference will be held whenever practical. If conferences, workshops or meetings are deemed more appropriate, considerations to the location of the meetings, types of services contracted and even the commuting mode to and from the meeting will be considered. When practical, staff and members of Council should use laptop computers in lieu of printing meeting materials. All Council meeting agenda’s and minutes shall be sent electronically to reduce paper consumption. The Town of Grande Cache shall host meetings, conferences and events that minimize the impact on the environment by reducing waste, conserving resources and saving energy.

POLICY AND PROCEDURE MANUAL	Subject Environmental	No. G-1	Page 6
	Department General	Approved by Resolution No. 265/09	
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The Town of Grande Cache shall improve the municipal fleet by purchasing vehicles that reduce fuel consumption and emission, contributing to poor air quality and climate change. When practical the Town of Grande Cache shall:

- Consider EnerGuide fuel-efficient vehicles, as endorsed by Natural Resources Canada.
- Purchase hybrid vehicles that reduce fuel consumption.
- Optimizing vehicle travel, operation and maintenance.
- Substituting other travel modes or reducing the need to travel.
- Use low sulfur gasoline.

The Town of Grande Cache shall reduce its fossil fuel dependence by diversifying the energy supply and supporting environmentally sustainable energy technologies. Upon renewal of our energy supply contract, the Town of Grande Cache shall commit to purchasing the AUMA standard percentage of energy from green sources. Green energy sources shall be selected from the most environmentally-friendly technologies available at the time of contract renewal.

For all purchasing, the following pollution prevention criteria will be considered valid justification for purchasing an environmental alternative over another product:

- Products are reusable, recycled or that are recyclable.
- Products made from the highest available recycled material or post consumer content.
- Products that are durable and have a long-life expectancy.
- Products that are energy efficient, rechargeable, use renewable fuels or reduce water use.
- Products that are less toxic, or non-toxic, and are biodegradable.
- Products produced locally (to reduce shipping and packaging requirements).
- Packaging should be minimal, or no packaging preferred, purchase bulk when available, acquire packaging that is refillable, recyclable, reusable or returnable.

POLICY AND PROCEDURE MANUAL	Subject Facility Allocation and Rentals	No. W-1	Page 3
	Department Wellness and Recreation	Approved by Resolution No. 187/10	
	Effective Date June 30, 2010	Supersedes	

FACILITY ALLOCATION AND RENTAL POLICY

This Policy sets out the guidelines and processes for the allocation and renting of Wellness and Recreation facilities in the most equitable, cost-effective and fiscally sustainable manner possible, providing for the needs of both Regular and Casual Users.

1.0 DEFINITIONS

- a) **Adult Organization or Group** means an organization or group with 50% of its membership or participants composed of individuals 18 years of age or older.
- b) **Booking** means an individual facility time slot that is dedicated to a specific User. An example of a booking is minor hockey on March 12, 2011 from 8:00 am to 9:00 am in the arena.
- c) **Casual User** means a User that is not defined as a Regular User.
- d) **Contact Person (or Alternate)** means the User's primary account holder(s) or an alternate designated by the primary account holder(s). The Contact Person must be the adult(s) listed on the account.
- e) **Council** means the duly elected officers of the Town of Grande Cache and the Chief Elected Officer or Mayor.
- f) **Facility** means those Town operated venues that are available for User bookings.
- g) **Manager** means the Manager of the Town of Grande Cache's Wellness and Recreation Department or the employee(s) designated by the Manager to implement this Policy.
- h) **Non-Prime Time Hours** means those arena operating hours that fall outside of prime time hours.
- i) **Office** means the Wellness and Recreation Department Offices located in the Grande Cache Recreation Centre located at 10450 Hoppe Avenue in Grande Cache, Alberta.
- j) **Prime Time Hours** means those hours in the arena after 3:30 pm on weekdays, as well as all days where public school is not in session (ie. statutory holidays, weekends, school professional development days, etc.).

POLICY AND PROCEDURE MANUAL	Subject Facility Allocation and Rentals	No. W-1	Page 4
	Department Wellness and Recreation	Approved by Resolution No. 187/10	
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- k) **Program** means any program that is directly offered and/or coordinated by the Wellness and Recreation Department (ie. public skating, preschool and Summer Camps).
- l) **Regular Ice Season** means the period of time where ice is present on the arenas' playing surface and the facility is available for public use and bookings. The regular ice season begins the second Friday in September and is over after the last Sunday in March of each year. At the discretion of the Manager, this season may be extended to complete scheduled league playoffs, provincial finals and to host tournaments and special events.
- m) **Regular User** means a User that averages one (1) or more bookings per week for a given facility.
- n) **Rentals** are made up of either a single booking or multiple bookings.
- o) **Special Event** means a public or private event that is not directly offered by the Town.
- p) **Spontaneous Use Facilities** means Town operated venues that are not available for dedicated user bookings, including outdoor arenas, skateboard parks, spray park, playgrounds, trails, parks and open spaces.
- q) **Summer Arena Ice** means ice that is available for booking during dates that are outside of the regular ice season.
- r) **Tournament** means any competitions between multiple persons or teams that gather together under the direction of an organization or group for the purpose of determining a winner amongst the competitors.
- s) **Town** means the Town of Grande Cache.
- t) **User** refers to anyone who wishes to use a Wellness and Recreation program or facility.
- u) **Youth Organization or Group** means an organization or group, which includes extra curricular school programs, with more than 50% of its membership or participants composed of individuals less than 18 years of age.

2.0 **ARENA ICE**

Regular Users

- 2.1 The Regular Ice User Annual Meetings Schedule is as follows:

Pre-season Meeting	between August 1 st and August 31 st
Ice Allocation Meeting	between April 1 st and May 30 th

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	Department Wellness and Recreation	Approved by Resolution No. 187/10	
	Effective Date June 30, 2010	Supersedes	

- 2.2** By January 31st of each year, a reminder letter will be sent to each Regular User to inform and/or remind them of the ice allocation process for the next Regular Ice Season. The letter will contain the following information:
- the tournament and special events schedule for the current season.
 - the current year's weekly master schedule for the arena.
- 2.3** Ice allocation requests for the upcoming regular ice season, including tournaments and events, shall be submitted to the Manager at the ice allocation meeting. Regular user requests received after this deadline will be considered on a "first come-first served" basis only after requests of users that met the deadline are considered.
- 2.4** If there are any ice allocation request conflicts, the Manager will determine if the allocation requests are justifiable. To do so, the Manager will evaluate the user's demonstrated need (ie. registration levels, accepted practice and game ratios established by sporting associations, etc.).
- 2.5** After confirming that all requests are justifiable, all regular users and the Manager will work together to create a tentative regular ice season schedule and resolve any remaining ice request conflicts.
- 2.6** Where ice allocation request conflicts arise in the development of the regular ice season weekly master schedule and the requests in question are determined by the Manager as justifiable, the higher priority ranked user will be provided the ice time. Priority rankings are as follows:
- 1st Priority** - Town Special Events and Programs
 - 2nd Priority** - All User Special Events and Tournaments
 - 3rd Priority** - Youth Organizations and Groups
 - 4th Priority** - Adult Organizations and Groups
 - 5th Priority** - All other Users
- 2.7** When ice allocation request conflicts arise between users of the same priority ranking, the affected users will resolve the conflict. If no resolution is agreed upon, the Manager will make a final determination.
- 2.8** At the discretion of the Manager, regular users may be required to take a portion of their total weekly ice allocation in non-prime time hours. In such instances, the percentage of each regular user's non-prime time ice allocation must be greater than or equal to the regular user's percentage of their total weekly ice allocation.

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Casual Users

- 2.9** Casual user booking requests will be considered after the regular user ice allocations have been finalized. Casual user booking requests are made on a “first come-first served” basis to the Office.

All Users

- 2.10** User bookings shall not displace Town programs and special events without the approval of the Manager.

Playoffs

- 2.11** Users shall not pre-book or reserve ice for anticipated playoff games, as it can result in unnecessary user booking cancellations and the reservation of ice that would otherwise be available for booking.
- 2.12** The user’s contact person or alternate shall give notice to the Office immediately upon requiring a playoff game booking. Upon notification, the Town will allocate the ice time required to host the playoff game(s). Should a required time slot already be allocated to another user, the Town will contact the affected user(s) to reschedule or cancel their booking(s). Playoff games shall take precedence over all other bookings, except special events and tournaments.

Summer Ice

- 2.13** The provision of summer arena ice is subject to Council approval.
- 2.14** Once summer arena ice is approved, the Manager notify all regular ice users of the exact date it will be made available for regular weekly scheduled use.

3.0 BALL DIAMONDS

Regular Users

- 3.1** The Regular Ball User Annual Meetings Schedule is as follows:
- | | |
|---------------------------------|--|
| Ball Diamond Allocation Meeting | between April 1 st and May 30 th |
| Post-season Meeting | between Aug. 1 st and Sept. 1 st |

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	Department Wellness and Recreation	Approved by Resolution No. 187/10	
	Effective Date June 30, 2010	Supersedes	

- 3.2** By January 31st of each year, a reminder letter will be sent to each regular user to inform and/or remind them of the ball diamond allocation process for the next regular ball season. The letter will contain the following information:
- the tournament and special events schedule for the past season.
 - the past year's weekly master schedule for the ball diamonds.
- 3.3** Ball diamond allocation requests for the upcoming regular ball season, including tournaments and events, shall be submitted to the Manager at the ball diamond allocation meeting. Regular user requests received after this deadline will be considered on a "first come-first served" basis only after requests of users that met the deadline are considered.
- 3.4** If there are any ball diamond allocation request conflicts, the Manager will determine if the allocation requests are justifiable. To do so, the Manager will evaluate the user's demonstrated need (ie. registration levels, accepted practice and game ratios established by sporting associations, etc.).
- 3.5** After confirming that all requests are justifiable, all regular users and the Manager will work together to create a tentative regular ball season schedule and resolve any remaining conflicts.
- 3.6** Where ball diamond allocation request conflicts arise in the development of the regular ball season weekly master schedule, and the requests in question are determined by the Manager as justifiable, the higher priority ranked user will be provided the requested time. Priority rankings are as follows:
- 1st Priority** - Town Special Events and Programs
 - 2nd Priority** - All User Special Events and Tournaments
 - 3rd Priority** - Youth Organizations and Groups
 - 4th Priority** - Adult Organizations and Groups
 - 5th Priority** - All other Users
- 3.7** When ball diamond allocation request conflicts arise between users of the same priority ranking, the affected users will resolve the conflict. If no resolution is agreed upon, the Manager will make a final determination.

Casual Users

- 3.8** Casual user booking requests will be considered after the regular ball user allocations have been finalized. Casual user booking requests are made on a "first come-first served" basis to the Office.

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All Users

- 3.9** User bookings shall not displace Town programs and special events without the approval of the Manager.

Playoffs

- 3.10** Users shall not pre-book or reserve ball diamonds for anticipated playoff games, as it can result in unnecessary user booking cancellations and the reservation of ball diamonds that would otherwise be available for booking.
- 3.11** The user's contact person or alternate shall give notice to the Office immediately upon requiring a playoff game booking. Upon notification, the Town will allocate the ball diamond time required to host the playoff game(s). Should a required time slot already be allocated to another user, the Town will contact the affected user(s) to reschedule or cancel their booking(s). Playoff games shall take precedence over all other bookings, except special events and tournaments.

4.0 STORAGE ROOMS, CHANGE ROOMS, AND LOCKERS

All Users

- 4.1** The Town is not obligated to provide storage space unless it is provided for in a separate agreement or lease.
- 4.2** The provision of storage space and lockers is on a "first come-first served" basis.
- 4.3** For safety reasons, the Town will provide storage and locker room locks and keys, and have access to every locker at all times by way of a master key. The key will be provided to the user. Any private locks will be removed.
- 4.4** Users, who require a replacement key, will be required to pay the Town \$20.00 prior to receiving the key.
- 4.5** No combustibles or chemicals will be allowed in storage rooms or lockers.
- 4.6** In consideration of all users, arena change rooms are made available to users a minimum of 30 minutes prior to each booking. Users will have 30 minutes to vacate their dressing room after their booking is finished. At the discretion of the Manager, severe or repeated disregard for this practice will result in a charge for additional booking time to the offending user.

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- 4.7** The Town is not responsible for User contents that are lost, stolen, or damaged. All contents in storage lockers are the responsibility of the User.
- 4.8** The Town reserves the right to view the contents of any locker or storage room at any time.

5.0 OTHER FACILITIES

All Users

- 5.1** Booking requests from users will be considered on a “first come-first served” basis.
- 5.2** User bookings will not displace Town programs and special events without Manager’s approval.
- 5.3** If multiple users are requesting a given facility at the same time on a regular basis, the Manager will meet with the affected users to resolve the booking request conflicts. In such cases, an amendment to this policy may be required to provide a regular user booking procedure.

Playoffs

- 5.4** Users shall not pre-book or reserve facilities for anticipated playoff games, as it can result in unnecessary user booking cancellations and the reservation of facilities that would be otherwise available for booking.
- 5.5** The contact person or alternate shall give notice to the Town immediately upon requiring further playoff game bookings. Upon notification, the Town will allocate the facility required to host the playoff game(s). Should that facility already be allocated to another user, the Town will contact that user to reschedule or cancel their booking. Playoff games shall take precedence over all other bookings, except special events and tournaments.



TOWN OF GRANDE CACHE

Policy and Procedures

Title **Fraud**

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Section Administration
Department All

Resolution No. 183/16
Effective Date April 27, 2016

P

1.0 **Purpose**

The Town of Grande Cache recognizes the importance of exercising due diligence and control to prevent, detect and report all suspected fraud.

O

2.0 **Definitions**

2.1 **Town** means the municipal corporation of the Town of Grande Cache.

2.2 **Town Assets** means all property legally or beneficially owned by the Town, including equipment, financial assets, land, buildings, vehicles, material, computers, electronic mail, internet services, records, information and intangible property.

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2.3 **Employee** means any individual employed by the Town that reports directly or indirectly to the Chief Administrative Officer, along with those individuals employed under contract by the Town on a personal services agreement.

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2.4 **Fraud** means an act committed by one who, by deceit, falsehood or other fraudulent means, whether or not it is a false pretense, defrauds or attempts to defraud the Town, whether ascertained or not, of any property, money or valuable security or any service. Fraud will typically involve the use of a dishonest act or omission in an attempt to gain some improper personal benefit or advantage but can also include the abuse of authority, assigned to or entrusted upon an individual by the Town, to achieve an improper end. Some examples of fraud include, but are not limited to:

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- a) theft by lying or deception;
- b) bribes, corruption and embezzlement;
- c) forgery or alteration of cheques, drafts, promissory notes and securities;
- d) misappropriation of funds, securities, supplies or other Town assets;
- e) improper handling and reporting of money transactions;
- f) violation of public trust or duty; and
- g) misuse of one's position for personal gain.

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Title **Fraud**

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3.0 **Fraud Prevention**

- 3.1 All levels of management and supervisors are responsible for assisting employees in the administration, interpretation and application of this policy.
- 3.2 All levels of management and supervisors should be familiar with the types of fraud that might occur within their area of responsibility and be alert for any indicators of such conduct.
- 3.3 All levels of management and supervisors that become aware of suspected fraud must notify the Chief Financial Officer immediately.
- 3.4 Managers will support employees when they report suspected fraud.
- 3.5 The Chief Financial Officer has primary responsibility for investigating suspected fraud and will involve the Chief Administrative Officer on investigations of suspected fraud, depending on the nature and scope of the complaint. In this regard, the Chief Financial Officer will continue to monitor the progress and outcome of the investigation.

4.0 **Reporting Fraud**

- 4.1 Employees must, in good faith, report all instances of suspected fraud.
- 4.2 Several avenues are available for an employee to report suspected fraud. Employees may bring their complaints of suspected fraud either verbally or in writing, to their supervisor, manager, Chief Financial Officer or Chief Administrative Officer.
- 4.3 All reports of suspected fraud shall be forwarded to the Chief Financial Officer for investigation.
- 4.4 In the case where the Chief Financial Officer is implicated in the report, it must be provided immediately to the Chief Administrative Officer.
- 4.5 In the case where the Chief Administrative Officer is implicated in the report, it must be provided immediately to the Chief Financial Officer. The Chief Financial Officer will investigate and notify Council of the complaint and progress of the investigation.



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Title **Fraud**

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- 4.6 Employees are encouraged to use the avenue with which they feel most comfortable.
- 4.7 The Town will provide protection from retaliation to employees who report suspected fraud in good faith using available reporting channels, and who participate in investigations, proceedings and hearings, in accordance with the [Whistleblower Protection Policy](#).
- 4.8 If the Chief Financial Officer receives reports that do not constitute fraud, or when the results of an investigation indicates inappropriate employee behavior that is not fraud, such information will be forwarded to the Chief Administrative Officer for appropriate action.
- 4.9 All reports of suspected fraud will be assessed and investigated either to confirm or dispel the occurrence of fraud.
- 4.10 In cases where clear responsibility over an investigation is not determined based on initial assessment (ie. conflict of interest), the Chief Financial Officer and the Chief Administrative Officer will jointly determine where the primary responsibility for investigation resides.
- 5.0 **Fraud Investigation**
- 5.1 Upon notification or discovery of a suspected fraud, the Chief Financial Officer shall conduct any investigation deemed appropriate, involving any party, regardless of that party's position, title, and length of service or relationship with the Town.
- 5.2 Employees should not initiate individual investigations, interviews or interrogations with respect to suspected fraud, as such actions could compromise the Town's position in any subsequent investigation. However, employees must cooperate in any Town investigations regarding suspected fraud.
- 5.3 In all circumstances where there are reasonable grounds to believe that a fraud or other criminal act may have occurred, the Chief Financial Officer will contact the RCMP. The Town will cooperate fully in any subsequent investigation.
- 5.4 The Chief Financial Officer will notify the Chief Administrative Officer of the suspected fraud and the amount of any potential loss due to fraud.



TOWN OF GRANDE CACHE

Policy and Procedures

Title	Fraud		Page 4 of 4
Section	Administration	Resolution No.	183/16
Department	All	Effective Date	April 27, 2016

- 5.5 The Town will make every reasonable effort, including court-ordered restitution, to pursue the recovery of Town losses from the offender or other appropriate source(s).
- 5.6 The Chief Financial Officer will review and assess the adequacy of controls in place to safeguard the Town's assets against fraud.
- 5.7 In those situations where the control mechanisms have not adequately safeguarded Town assets, the Chief Financial Officer will identify the cause(s) of the failure and will issue a report to the Chief Administrative Officer including recommendations in order to minimize future risk.
- 5.8 At the conclusion of each investigation, the Chief Financial Officer will document the results in a confidential report and provide it to the Chief Administrative Officer.
- 5.9 If there is a valid reason to do so (such as unsubstantiated reports), the Chief Financial Officer may cease to investigate the suspected fraud.
- 6.0 **Anonymity and Confidentiality**
- 6.1 Employees may choose not to reveal their identity when reporting suspected fraud. If the employee's identity is directly or indirectly revealed, or is established during an investigation, anonymity can no longer be guaranteed. However, all reasonable efforts will be made to keep the employee's identity confidential.
- 6.2 All employees receiving reports of suspected fraud and those participating in a fraud investigation shall keep the details and results of the investigation confidential. This means disclosure is only permitted to those who have a legitimate need to know and such disclosure shall be restricted to what must be disclosed to ensure a thorough, effective and complete investigation/response, or as otherwise required by law.
- 7.0 **Compliance**
- 7.1 Any employee that violates this policy will be subject to disciplinary action, up to and including termination in addition to and apart from any penalty provided for by law.
- 7.2 An employee who knowingly makes a false or misleading statement during the course of a complaint, investigation, hearing or proceeding, will be subject to disciplinary and/or legal action.

POLICY AND PROCEDURE MANUAL	Subject Child Abandonment	No. W-1	Page 1
	Department Wellness-Recreation	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

GRANDE CACHE RECREATION CENTRE CHILD ABANDONMENT POLICY

In order to help provide for the well-being and safety of minors within the Grande Cache Recreation Centre, this policy has been developed to adhere to the “Alberta Child and Family Services Act.”

“Child in need of protection”

17(1) For purposes of this Act, a child is in need of protection where the life, health or emotional well being of the child is endangered by the act or omission of a person.

“Illustrations of child in need”

17(2) Without restricting the generality of subsection (1), a child is in need of protection where the child

(g) being under the age of 12 years, is left unattended and without reasonable provision being made for the supervision and safety of the child;

“Reporting a child in need of protection”

18(1) Subject to Subsection 1.1, where a person has information that leads the person reasonably to believe that a child is or might be in need of protection as provided in Section 17, the person shall forthwith report the information to an agency or to a parents or guardian of the child.

“Reporting to agency only”

18(1.1) Where a person under subsection (1)

- a) does not know the identity of the parent or guardian of the child;
- b) has information that leads the person reasonably to believe that the parent or guardian
 - i) is responsible for causing the child to be in need of protection; or
 - ii) is unable or unwilling to provide adequate protection to the child in the circumstances
- c) has information that leads the person reasonably to believe that the child is or might be suffering abuse by a parent or guardian of the child or by a person having care, custody control or charge of the child.

Subsection (1) does not apply and the person shall forthwith report the information to an agency.

As per the Alberta Child and Family Services Act, all children under the age of 12 years must be left under direct supervision, within eyesight or verbal range of a parent/guardian. Children under 12 years must know who and where their guardian is.

POLICY AND PROCEDURE MANUAL	Subject Child Abandonment	No. W-1	Page 2
	Department Wellness- Recreation	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

Children involved in a supervised activity, such as hockey, do not have to have a parent or guardian present, but must leave the facility at the end of the activity.

Children may be on their own one half hour (1/2 hour) prior to school starting and one half hour (1/2 hour) after school is dismissed.

Every reasonable effort will be made to contact a parent or guardian. Failing that, Child and Family Services Alberta will be contacted and the situation will be turned over to them.

POLICY AND PROCEDURE MANUAL	Subject Suspension	No. W-1	Page 23
	Department Wellness-Recreation	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

GRANDE CACHE RECREATION CENTRE SUSPENSION POLICY

In order to help provide a safe and enjoyable environment within the Grande Cache Recreation Centre, a system of fair and progressive disciplinary procedures have been developed. To this end, suspension offences have been categorized.

Common Offences:

- Fighting
- Profanity
- Smoking outside of designated areas
- Littering
- Alcohol consumption outside of licensed designated areas
- Property damage
- Theft
- Spitting
- Skateboarding / Rollerblading outside of designated areas
- Running in common areas
- Abuse
- Trespassing

These offences carry the following disciplinary actions:

- 1st offence – 2 week suspension
- 2nd offence – 1 month suspension
- 3rd offence – 2 month suspension

More than three offences of the same category will result in a 3-month suspension.

As an alternative to Recreation Centre suspensions, offenders will be given the option to perform work within the Recreation Centre and grounds. This option is as follows:

- 1st offence – 16 hours of work
- 2nd offence – 32 hours of work
- 3rd offence – 64 hours of work

Severe Offences:

- Fighting causing bodily injuries
- Sexual offences
- Firearms or weapons offences
- False fire alarms
- Arson
- Bomb threats
- Extensive vandalism

POLICY AND PROCEDURE MANUAL	Subject Suspension	No. W-1	Page 24
	Department Wellness-Recreation	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

These offences carry the following disciplinary actions:

- 1st offence – 1 month suspension
- 2nd offence – 2 month suspension
- 3rd offence – 3 month suspension

More than three offences of the same category will result in a 6-month suspension.

As an alternative to Recreation Centre suspensions, offenders will be given the option to perform work within the Recreation Centre and grounds. This option is as follows:

- 1st offence – 32 hours of work
- 2nd offence – 64 hours of work
- 3rd offence – 128 hours of work

In addition, the following offences will be forwarded to the RCMP for possible charges:

- Trespassing
- Fighting causing bodily injuries
- Sexual offences
- Firearms or weapons offences
- False fire alarms
- Arson
- Bomb threats
- Extensive vandalism

Offences not identified in this policy will be dealt with on a case-by-case basis.

Any deviations from the above listed disciplinary actions will be handled solely by the Chief Administrative Officer for the Town of Grande Cache.



TOWN OF GRANDE CACHE
Policy and Procedures

Title		Hours of Operation		Page 1 of 1	
Section	G-1	Resolution No.	109/14		
Department	All	Effective Date	March 12, 2014		

P

This policy is to provide for the establishment of hours of operation for all departments of the Town of Grande Cache.

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The Hours of Operation for the Grande Cache Recreation Centre, Public Works and Utilities, Development, Public Safety and Administration will be determined by the Chief Administrative Officer in conjunction with the Department Manager.

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Department Managers or their designate will have the authority to adjust their departments' hours (or close a facility) to address bookings, events and emergency situations with the Chief Administrative Officer being advised immediately.

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POLICY AND PROCEDURE MANUAL	Subject Post-Emergency Event Lessons Learned	Section No. X-1	Page 8
	Department Emergency Management	Approved by Resolution No. 031/13	
	Effective Date January 23, 2013	Supersedes	

POST-EMERGENCY EVENT LESSONS LEARNED POLICY

Background

Every emergency, particularly those requiring municipal coordination procedures, offers operational and resource challenges. Some of these challenges may not have been considered or known prior to the event. Debriefing after the event provides an opportunity to capture those experiences and learn from the event. This review can provide insight to assessing and continuously improving procedures, resources and functions.

Risk

Those involved in municipal emergency management operations during a real event can provide very valuable information for improving existing procedures or functions. In reality, very few of these valuable insights are captured and applied, as often good intentions to do a debrief with all agencies are not included in procedures. To capture lessons learned after every emergency requiring the activation of the municipal EOC, it is recommended to include 'Lessons Learned' procedures in the Municipal Emergency Plan. This debrief procedure should outline when the general debrief (all agencies present) is done, who participates and how to follow up on recommendations resulting from the debrief. The procedure should also require or encourage every participating agency, including the EOC, to do an additional internal agency review of the event response and to document the debrief, recommendations and follow-up.

Recommended Policy

To ensure all participating agencies review the overall event response whenever the EOC is activated, a debrief procedure shall be included in the Town of Grande Cache emergency plan requiring a debrief meeting of all agencies involved soon after the emergency is concluded. The meeting shall be recorded, lessons learned documented and follow-up recommendations reported to Council during the next Council update by the DEM. The procedure shall also require municipal agencies involved in the event response to do a formal internal agency debrief and to document agency recommendations and follow-up.

POLICY AND PROCEDURE MANUAL	Subject Post-Emergency Event Counselling	Section No. X-1	Page 7
	Department Emergency Management	Approved by Resolution No. 030/13	
	Effective Date January 23, 2013	Supersedes	

POST-EMERGENCY EVENT COUNSELLING POLICY

Background

An emergency impacts people negatively in different ways. There are those that suffer the effects of an emergency either directly through death, injury, personal loss, property damage or environmental impact. Others are affected by witnessing tragedy through responding to an emergency, either as trained first responders, trained supporting agency members or volunteers. The impact of being involved in an emergency may be immediate or delayed and may be severe and prolonged.

Risk

Proper and timely critical stress debriefing to responders and counselling services (also referred to as victim assistance services) and to those directly impacted has proven very effective in helping people to overcome the effects of being involved in an emergency. Failing to provide these post-event services has, in many cases, delayed or prevented people from returning to normal lives. Responders and victims need to be offered post incident stress debriefing and counselling services, especially if the event caused death or severe injury, considerable loss of property or severe environmental impact. It is recommended to include post-event procedures in the Municipal Emergency Plan. These procedures should ensure that post event stress debriefing and counselling services are offered every time the municipal emergency management procedures are activated to actively promote counselling to all impacted people and to require post incident stress debriefing by everyone who worked for the municipality as responders during the event, including all volunteers.

Recommended Policy

To ensure early and complete emotional and mental recovery of all people involved in and impacted by an emergency, the Town of Grande Cache emergency plan shall include post-emergency event procedures. These procedures shall promote and outline municipal resources and services to offer stress debriefing and counselling services to those impacted by an emergency and those responding to the emergency on behalf of the Town of Grande Cache, including all volunteers.



TOWN OF GRANDE CACHE Policy and Procedures

Title **Purchasing**

Page 1 of 7

Section 6 - General
Department All

Resolution No. 220/17
Effective Date April 26, 2017

P

Preamble

This policy is to establish the requirements for the purchase of goods and services by the Town of Grande Cache.

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Employees of the Town of Grande Cache, in performance of their duties and responsibilities, must engage in the purchase of goods, services and construction. This policy establishes the basic direction, philosophies, climate and values upon which the purchasing function must operate. The objective of Grande Cache's Purchasing Policy is to ensure that goods and services are acquired through a fair, open, transparent and competitive process that uniformly balances the interest of the taxpayers with the fair and equitable treatment of supplier.

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1. Scope

1.1 This policy applies to the acquisition of goods, services (including consulting), by purchase or lease, with Town funds from all sources including both operating and capital expenditures and construction for the Town of Grande Cache.

1.2 The Town of Grande Cache will not consider purchasing or procuring goods or services from any contractor or supplier who has:

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- a) initiated a litigation process against the Town. No consideration will be given for a period of five years from the conclusion of the litigation unless otherwise directed by Council;
- b) outstanding accounts, including property taxes, with the Town of Grande Cache.

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2.0 Key Definitions

- a) **Best Value** is the optimal combination of total cost of ownership, including environmental considerations as outlined in the Environmental Stewardship Policy.

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TOWN OF GRANDE CACHE

Policy and Procedures

Title	Purchasing		Page 2 of 7
Section	6 - General	Resolution No.	220/17
Department	All	Effective Date	April 26, 2017

- a) **Bidder** means any legal entity submitting a bid in response to a call by the Town of Grande Cache.
- b) **Capital Project** means any undertaking approved by the Town of Grande Cache in its capital budget.
- c) **Consulting Services** is a contract where there is no material sale of goods included in the transaction, and includes for example, professional and non-professional consulting services such as engineering, architectural, IT, planning and management consulting services, as well as services which might normally be provided by Town employees but which the Town decides to obtain on a short term basis on a contract basis rather than an employment basis. However, consulting contracts would not include labour services such as construction, maintenance, janitorial or security services.
- d) **Contract** means a contract for the purchase by the Town of Grande Cache for goods, services or construction, including the issuance of a purchase order for the execution of any agreement evidencing the obligation.
- e) **Total Cost of Ownership** means the direct social, environmental and financial costs and benefits to the Town of products, construction and services during their acquisition, use and end of life phases, including factors such as transportation emissions, training, economic development impacts, energy consumption, disposal and other related costs after taking into account sustainability, reduced carbon dependency and zero waste.

3.0 Policy Statement

- 3.1 The Town of Grande Cache (Town) Council recognizes the annually approved operating and capital budgets as their primary expenditure control document and that all expenditure not so authorized must be presented to Council by administration for approval prior to the expenditure being incurred. Council realizes that they have a responsibility to its taxpayers to maximize the value of the tax revenue when purchasing municipal goods, and services.



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Policy and Procedures

Title **Purchasing**

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Section 6 - General
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Resolution No. 220/17
Effective Date April 26, 2017

- 3.2** The overall responsibility for implementing and monitoring the annual budget rests with the Chief Administrative Officer. The Chief Financial Officer has the overall responsibility for budget reporting and to ensure that all expenditures are a legitimate claim against the Town; are within established authorities; have been either authorized in the annual budget or approved by resolution of Council.
- 3.3** Town employees will purchase goods, services and construction while maintaining high legal, ethical, managerial and professional standards in the management of the resources entrusted to it as a publicly funded entity. Town Employees purchasing goods and services on behalf of the Town must ensure that goods and services are acquired in a manner that ensures the Town:
- a) obtains value for money by incurring the lowest cost of ownership in the fulfillment of specified needs with appropriate levels of quality and service;
 - b) uses a fair and open process when calling for, receiving, and evaluating quotations and tenders;
 - c) meets its statutory, legal and ethical obligations in the acquisition of goods and services by purchase or lease;
 - d) embeds ethical, environmental and economic performance criteria into the Town's purchasing procedures, processes and activities;
 - e) is consistent with all Town Policies;
 - f) when not prohibited by legislation, legal requirements or trade agreements, if a local source of supply can be found that can render the Town of Grande Cache as good a value as can be located elsewhere, it should be supported; and
 - g) when determining if a local supply can be found that can render the Town as good a value as can be located elsewhere, the department manager or designate may negotiate with businesses in good standing for improved rates or bulk purchase sales agreements.



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Policy and Procedures

Title Purchasing

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Section 6 - General
Department All

Resolution No. 220/17
Effective Date April 26, 2017

4.0 **Staff Responsibilities**

4.1 All staff are responsible for:

- a) obtaining the best value for money by achieving the specified needs of quality, health and safety standards, productivity, service life and total cost of ownership;
- b) using a fair and transparent process when calling for, receiving and evaluating quotations and proposals;
- c) meeting the legal and ethical obligations in the purchase of goods and services;
- d) securing expense authorization in accordance with the Town's Purchase Order Policy prior to any purchase, except emergency purchases as defined in Exceptions – Sole Sourcing, Consulting, Credit Card Purchases, etc.;
- e) retaining documentation for review and auditing;
- f) using purchasing agreements when the municipality can gain an advantage;
- g) identifying and investigating a full range of potential goods or service providers before selecting one for an exclusive contract;
- h) obtaining purchasing or legal assistance or advice when necessary; and
- i) ensuring a supplier of goods and services holds a valid Town of Grande Cache business license and adequate required insurance (when applicable).

5.0 **Competitive Bidding – When Required**

5.1 Except where otherwise permitted in this policy, the Town of Grande Cache will endeavor to procure all contracts through an open public competitive procurement process.



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Policy and Procedures

Title Purchasing

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Section 6 - General
Department All

Resolution No. 220/17
Effective Date April 26, 2017

5.2 No Public Call on Purchases \$9,999.00 or Less

The employee will obtain prices from known suppliers using a Request for Quotation form. Preference in purchasing decisions will be given to qualified local businesses. Records of prices solicited will be provided upon request.

5.3 Public Calls for Purchases over \$10,000.00

- a) Employees will procure contracts through a public call for responses that are expected to have a total purchase price of more than:
 - \$10,000.00 for capital goods;
 - \$75,000.00 for services;
 - \$100,000.00 for construction.
- b) Solicitation will be by way of posting the call particulars on the Town of Grande Cache website, a published notice for two consecutive weeks in the local newspaper and on the Purchase Connections Website, under the rules of the New West Partnership Trade Agreement. Notable exceptions include:
 - health and social services;
 - lawyer and notary services;
 - emergency situations;
 - goods intended for resale to the public;
 - sole-supplier situations, when it can be demonstrated that only one contractor provides the product or service needed.

6.0 Change Orders

6.1 Managers will have the authority to approve change orders up to the project budget. All change orders are conditional on the following:

- a) there are sufficient uncommitted funds within the existing project budget for that project to cover the cost of the change order;
- b) the change order does not materially alter the scope of the work or project.

6.2 If the project budget is exceeded, or the adjusted (by transfer) project budget is exceeded by 15% or \$50,000.00 (whichever is less), the change order proposal is to be forwarded to Mayor and Council for approval.



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Policy and Procedures

Title Purchasing

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Section 6 - General

Resolution No. 220/17

Department All

Effective Date April 26, 2017

7.0 **Exceptions – Sole Sourcing, Consulting, Credit Card Purchases, Etc.**

7.1 A contract may be sole sourced in the following circumstances - procurement of goods via auction and used goods or distress sale goods will also be considered to be sole-source purchases and may only be authorized in accordance with this section:

- a) managers may sole source items that are equal to or less than \$10,000.00 if it is beneficial to the organization to do so;
- b) **an emergency** where goods, services or construction are urgently required and delay would be injurious to the public interest, provided the CAO has so determined this to be the case.

7.2 Employees or Elected Officials who have been issued an employee credit card are authorized to purchase goods and services, provided all purchases are made in accordance with the policy of the Town of Grande Cache credit card purchase policy.

7.3 The following contracts and types of transactions are not covered by this policy:

- a) purchase regulated tariffed services, ie. electricity, natural gas, non-wireless communications;
- b) tax rebates;
- c) real property transactions, including leases, licenses, purchases, sales, easements and right of ways;
- d) library media, including books.

7.4 All other exceptions to this policy must be approved by request to the CAO and then documented by the CAO.

8.0 **Cooperative Purchasing**

8.1 The Town of Grande Cache may participate with public bodies in cooperative purchasing, such as the Alberta Urban Municipalities Association (AUMA) and Federation of Canadian Municipalities (FCM).



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Title **Purchasing**

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Section 6 - General
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Resolution No. 220/17
Effective Date April 26, 2017

9.0 General Provisions

- 9.1** The Town's Chief Administrative Officer, Chief Financial Officer and Department Managers may make an expenditure that is included in the approved operating and capital budgets or as otherwise approved by resolution of Council.
- 9.2** Any operational expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration, excepting Request for Proposals, which must be awarded by Council.
- 9.3** Any capital expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration to a maximum of \$2,000,000.00, excepting Requests for Proposals, which must be awarded by Council.
- 9.4** 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 or compliant bids received, the name of the successful bidder, a list of bidders submitting non-compliant bids.
- 9.5** Any capital expenditure for equipment or vehicles that exceeds Council's approved budget by less than \$10,000.00 and will remain within the department's overall capital budget, may be approved by the Chief Administrative Officer.
- 9.6** The authority of the Department Managers shall be limited to specific budgetary allocations and will not be general in nature. All expenditures must be authorized in the detailed annual budget or otherwise approved by resolution of Council.

POLICY AND PROCEDURE MANUAL	Subject Recreational Areas – Waiver of Rental Charges	No. W-1	Page 26
	Department Wellness-Recreation	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

**RECREATIONAL AREAS
WAIVER OF RENTAL CHARGES**

Rental charges will be waived if the group proposing to rent the facilities meets the following criteria:

- a) that the function must show to be beneficial to the general community, such as cultural events, learning enhancements, etc.
- b) that the aim of the function is to fundraise for a specific identifiable purpose.
- c) where liquor is served during a function, a waiver **WILL NOT BE ALLOWED**.
- d) the authority for determining these requests will be the Chief Administrative Officer, or if there is a deviation from the policy, Mayor and Council.

POLICY AND PROCEDURE MANUAL	Subject Recycling	No. G-1	Page 10
	Department General	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

RECYCLING

The Town of Grande Cache and all its facilities are committed to preserving the environment for future generations, and therefore, by specific actions, will serve as a role model in the areas of environmental performance and waste management.

General

Town of Grande Cache employees are responsible for recycling the following:

- Boxboard
- Corrugated cardboard
- Glass bottles and jars
- Metal and aluminum cans
- Milk cartons and juice boxes
- Paper
- Plastic bottles and jugs

The Public Works and Utilities Manager will ensure that there is space designated on the property for the appropriate receptacles, such as blue bins to be used for collecting all recyclable materials generated on the premises. These blue bins should be placed in high traffic areas.

Cleaning staff will be educated about their duties in regards to recycling procedures:

- What to recycle
- Maintenance of the blue bins
- Monitoring of the blue bins for contaminants
- Facility cleaning re: recycling policy

Food or beverage service businesses must recycle the following materials:

- Boxboard
- Corrugated cardboard
- Glass bottles and jars
- Metal and aluminum cans
- Milk cartons and juice boxes
- Paper
- Plastic bottles and jugs

All materials, except for corrugated cardboard, may be mixed together in a clear plastic bag, and must be kept separate from garbage.

POLICY AND PROCEDURE MANUAL	Subject Recycling	No. G-1	Page 11
	Department General	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

Materials may be mixed together, but must be kept separate from garbage.

The Town of Grande Cache and all its facilities will purchase and use paper products made from recycled materials when certain criteria are met:

- such products are of a quality to satisfy applicable specifications;
- such products are available in the desired quantity within a reasonable period of time;
- are priced competitively.

Offices are to adopt habits that will help reduce paper consumption, and every effort will be made to eliminate excessive or unnecessary use such as:

- email or other paperless communication
- centralized memo board or half sheets for inter-office memos
- double-sided copying and printing
- editing documents on the computer before printing
- re-using scrap paper for scratchpads

Recreation Department:

All recreation facilities must have appropriate receptacles in which to collect recyclable materials:

- Arena (stands and entrance/exits)
- Curling Rink and Lounge (upper and lower level)
- Common Space (birthday parties or other community gatherings)
- Outdoor Playgrounds (designated areas)
- Swimming Pool (locker change rooms)

The exceptions to these areas are where food and drink are prohibited during regularly scheduled events.

POLICY AND PROCEDURE MANUAL	Subject Recycling	No. G-1	Page 11
	Department General	Approved by Resolution No. 265/09	
	Effective Date September 30, 2009	Supersedes	

All applicants of rented areas are responsible for recycling the following:

- Boxboard (packaging)
- Corrugated cardboard
- Glass bottles and jars (wine, juice, beer bottles, food jars)
- High-grade office paper (white bond, letterhead, typing paper, copier stock, computer printout)
- Newspapers, magazines, catalogs, phone books and textiles
- Metal and aluminum cans (empty food and soda cans)
- Milk cartons and juice boxes
- Paper (including wrapping paper)
- Plastic bottles and jugs (soda, juice, detergent, milk, water)

Public Works and Utilities:

All employees are responsible for recycling the following:

- Boxboard
- Corrugated cardboard
- Glass bottles and jars
- Metal and aluminum cans (empty food and soda cans)
- Milk cartons and juice boxes
- Paper
- Plastic bottles and jugs (soda, juice, detergent, milk, water)
- Commercial and industrial plastics (oils, cleaners, solutions)

Public Works Department will collect and recycle used oil, to be utilized in a used oil furnace to heat the recycling facility.

Public Works Department will ensure that the appropriate drop-off points are maintained at the Landfill and Recycling drop-off area, including e-waste, tires, white goods, batteries, paint cans, wood, and organic (yard waste).

Public Works Department will continue to seek out additional recycling opportunities and find creative ways for the Town to reduce, reuse and recycle.

POLICY AND PROCEDURE MANUAL	Subject Release of Tax Roll Information	Section A-1	Page 12.1
	Department Administration	Approved by Resolution No. 087/12	
	Effective Date March 28, 2012	Supersedes	

RELEASE OF TAX ROLL INFORMATION

To provide a policy for releasing tax roll information and information related to land files.

A property owner or his/her agent is entitled to receive information regarding their property as recorded on the tax roll and filed in the property file.

The information referred to in this policy includes but is not limited to the following tax roll and corresponding land file information: taxes, roll number, zoning, civic and legal address, property dimensions, building and development permits and compliance.

When the requester is not the property owner or his/her agent, written approval from the property owner is required prior to any information being released.

All requests will be in writing and accompanied by the applicable fees as per current Planning and Development Fee Schedule.

All release of information will be in writing and filed in appropriate land files.

POLICY AND PROCEDURE MANUAL	Subject Telecommunications	Section No. X-1	Page 4
	Department Emergency Management	Approved by Resolution No. 027/13	
	Effective Date January 23, 2013	Supersedes	

TELECOMMUNICATIONS POLICY

Background

Communication issues have been identified in most emergencies and disasters as the most important operational factor contributing to the success or failure of emergency management operations.

Communication is the ability to transfer information. In emergencies, the need for communication increases significantly. Timely communication, utilizing dependable communication equipment, is vital.

Communication equipment is used in the EOC, at the site, at registration centers and to maintain normal municipal functions. Since cellular and landline phone use may not be available in many emergency situations, contingencies need to be considered for alternative means of communication.

Risk

The availability and dependability of communication equipment, and the ability to continue communications when utilities fail, is often a key element to successful emergency management operations. Without the ability to communicate, emergency operations may not be possible.

Communication exercises are a good way to assess communication procedures and equipment. These exercises should include EOC, site and registration centers simulations in the same manner as they may happen in a real event. Exercises should include conditions of prolonged utility failures.

A formal plan should be developed to address communication gaps when equipment is identified as being non-operational under any conditions.

Recommended Policy

To ensure that communication, as the most important operational factor in emergency management, is operational when utilities fail, the Town of Grande Cache emergency plan shall include a Communications Plan that takes into account potential prolonged utility failures. Emergency management communication systems shall be tested at least annually and exercised at least biannually.



TOWN OF GRANDE CACHE

Policy and Procedures

Title **Travel Expenses**

Page 1 of 2

Section G-1, General
Department All

Resolution No. 023/18
Effective Date January 24, 2018

P

It is the policy of the Town of Grande Cache to extend hospitality in an economical, consistent and appropriate way when it will facilitate municipal business, or is considered a matter of courtesy. It is also the policy of the Town to encourage the use of the Town fleet to attend training, meetings or other events that facilitate the education and growth of staff, or to advance the best interests of the municipality. Staff and Council are to ensure the safe, efficient and effective operation of vehicles and equipment.

O

As a focus of municipal employees is to deliver outstanding customer service to residents, and in order to deliver on that promise, it is vital that equipment be properly maintained and operated in a safe and courteous manner.

L

Accommodations

The Town of Grande Cache will reimburse accommodation expenses as follows:

- i) Hotel expense will be reimbursed upon submission of a receipt.
- ii) Private residence accommodation in lieu of hotel, to a maximum of \$50.00 per day.

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Meal Allowance

The Town of Grande Cache will reimburse meal expenses, without receipts as follows:

- i) Breakfast \$13.00 per day
- ii) Lunch \$15.00 per day
- iii) Dinner \$35.00 per day

C

NOTE: *To qualify for Breakfast the employee must leave home by 7:00 am, and for Dinner must arrive home after 7:00 pm.*

Y

If meal expenses exceed the daily allowance, receipts are required. The Town of Grande Cache will not reimburse any expenditure for alcohol unless authorized by Mayor and Council-as-a-Whole.



TOWN OF GRANDE CACHE
Policy and Procedures

Title Travel Expenses

Page 2 of 2

Section G-1, General
Department All

Resolution No. 023/18
Effective Date January 24, 2018

Vehicle Use

Municipal vehicles may be used when they are available. Travel allowance for the use of private vehicles equivalent to the Alberta Provincial Government mileage rate, applicable on the date of travel, shall be paid. Mileage shall be paid based on the distances travelled.

Travel rates as of October, 2015 is \$0.515/km.

When public transportation or parking is paid, the Town will reimburse actual costs upon presentation of receipts.



TOWN OF GRANDE CACHE
Policy and Procedures

Title	Use of Council Chambers	Page 1 of 1
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Section	1	Resolution No.	415/17
Department	Administration	Effective Date	August 23, 2017

P

Use of Council Chambers will be limited to the Town of Grande Cache and its Committees. This will include all committees of Council, and those with a sitting member of Council or the Chief Administrative Officer.

O

The Chamber will not be rented to external groups or agencies unless expressly approved by Mayor and Council.

External committees of Council or non-profit agencies may book Council Chambers by submitting a request to the Legislative Services Coordinator.

L

Any use of the Council Chambers must be booked in advance with the Legislative Services Coordinator.

I

C

Y



REQUEST FOR DECISION

SUBJECT: **Policy 4006 Fleet and Equipment Replacement**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: August 22, 2023 CAO: MH MANAGER: JF
DEPARTMENT: OPERATIONS DIR: JF PRESENTER: JF
STRATEGIC PLAN: Governance LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve Policy 4006 “Fleet and Equipment Replacement Policy” as presented.

BACKGROUND/PROPOSAL:

This policy is a complete update to follow the new 1507 Tangible Capital Assets Policy and 1034 Asset Management policy. There are corrections in the document on tracking maintenance and what is the future prospect of the document. The policy now also lists asset definitions. Tables have been updated and changes are reflective of the recently approved policies.

The policy will set the operational and capital budgeting requirements to maintain departmental fleet and equipment.

Since this policy was presented in June of 2022, the following proposed updates have been added:

1. In 2.5 the Fleet Specialist was listed as doing the purchasing exclusive of the department managers and in 2.8 the Procurement Officer was listed as doing the purchasing. As Managers and SLT are responsible for their budget expenditures, this is adjusted to reflect the appropriate process.
2. In 2.2, Managers, AMO, and Procurement Officer were stated as doing the fleet budgeting. While there is certainly corroboration and assistance, Managers and SLT do their budgeting. This is adjusted to reflect the appropriate process.
3. In 2.8 the Procurement Officer solely was listed as being able to consider leasing and renting vehicles. This would typically be a departmental budget expenditure and is adjusted to reflect appropriate process.
4. Added a definition for Manager taken from Policy 1018 - Expenditure & Disbursement Policy.
5. Updated Heavy Mobile Equipment from 7500 hours to 10,000 hours under baseline time in service column.

6. Greenview's current policy for replacement of light-duty vehicles is 10 years/200,000 Km and the new draft policy is 5 years/200,000 Km. This was a recommendation to have this policy match Tangible Capital Assets Policy 1507.
- 2006 policy 4006 stated **7 years/150,000 Km**
 - 2015 policy 4006 stated **7 years/150,000 Km**
 - 2020 policy 4006 stated **10 years/200,000 Km**
 - Draft policy 4006 states **5 years/200,000 Km**

This policy was reviewed at the July 12th, 2023, Policy Review Committee meeting and the following motion was approved:

Motion 23.07.227. Moved by: COUNCILLOR RYAN RATZLAFF

That the Policy Review Committee recommend Council approve Policy 4006 "Fleet and Equipment Replacement Policy" as amended.

- *Amend numbering*
- *2.8 remove second period*

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council approving the recommended motion is that the policy will reflect the updated asset replacement standards in the Tangible Capital Asset policy.

DISADVANTAGES OF THE RECOMMENDED ACTION:

A potential disadvantage to Council is the reduction in years of service for light duty vehicles from 10 years to 5 years.

ALTERNATIVES CONSIDERED:

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

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 apply any amendments, if applicable, and will proceed as directed.

ATTACHMENT(S):

- Policy 4006 Fleet and Equipment Replacement – Current
- Policy 4006 Fleet and Equipment Replacement – Draft
- Policy 1507 Tangible Capital Assets Policy
- Policy 1034 Asset Management Policy
- Policy 1502 Reserves

Title: Vehicle and Equipment Replacement

Policy No: 4006

Effective Date: May 11, 2020

Motion Number: 20.05.279

Supersedes Policy No: NONE

Review Date: May 11, 2023



Purpose: To ensure Greenview maintains a modern and reliable vehicle and equipment pool, at the lowest overall cost, through establishing a standard of equipment procurement, disposal, replacement and sustainable funding. Fire services equipment will be evaluated separately.

DEFINITIONS

ACAO means the Assistance Chief Administrative Officer.

CAO means Chief Administrative Officer.

CFO means the Chief Financial Officer.

GM means General Manager of one of the major departments and includes the Chief Financial Officer.

Greenview means the municipal corporation of the M.D. of Greenview No. 16.

Heavy Duty means a vehicle with a gross vehicle weight of greater than 10,000 lbs, including 1- ton trucks.

Life Cycle means the useful life of a vehicle or piece of equipment based on the average years, kilometres (km), or engine hours a vehicle or piece of equipment operates before maintenance becomes cost prohibitive.

Light/Medium Duty means vehicles with a gross vehicle weight of less than 8,500 lbs, including SUV's, minivans, ½ ton trucks.

Medium Duty means vehicles with a gross vehicle weight of between 8,500 and 10,000 lbs, including ¾ ton trucks.

SLT means Senior Leadership Team comprised of the GMs, CFO, ACAO and CAO.

POLICY

General Principles

1. Administration will recommend the type of equipment and vehicles that will be required to be replaced on a regular basis, to ensure the services of Greenview are provided as directed by Council.
2. Administration will endeavor to purchase the most economical and fuel efficient vehicles and pieces of equipment available and will recommend for purchase the most basic vehicle to suit the department's needs
3. Used vehicles and pieces of equipment may be considered for purchase.
4. Administration may consider leasing vehicles or equipment when economically feasible.
5. All fleet acquisition and disposal will be conducted through the legislated procurement processes and in accordance with Greenview purchasing policies.
6. In circumstances where a vehicle or piece of equipment becomes cost prohibitive to maintain or operate, before the end of its established life cycle, it may be considered for early replacement.
7. Upon review, if a vehicle or piece of equipment has continually performed at a high level, with a satisfactory maintenance record, that vehicle or piece of equipment may be considered for a life cycle extension.
8. Vehicles and equipment will be evaluated for replacement based on the following criteria:

VEHICLE/EQUIPMENT TYPE	TIME IN SERVICE (years/kms/engine hours/condition)
Light/Medium Duty Vehicles	10 years / 200,000 kms
Medium Duty Diesel Vehicles	10 years / 300,000 kms
Heavy Duty Vehicles	10 years / 300,000 kms
Graders	10 years / 7,500 hours
Loaders	10 years / 7,500 hours
Backhoes	10 years / 7,500 hours
Track Excavators	7,500 hours
ATV's/UTV's	15 years
Tractors (all types)	7,500 hours
Zambonis	10 years
Light Duty Mowers (zero -turn, self-propelled)	5 years
Gang Mowers	10 year
Water Tankers	20 years

Administrative Responsibilities:

9. Fleet Coordinator and Managers are responsible to recommend replacement of vehicles and equipment in accordance with this policy.
10. Vehicle accessories must be approved by the GM.

11. Vehicle replacement requests must be approved by the GM.
12. SLT must sign off on department requests for fleet vehicles above light/medium duty.

Equipment and Vehicle Fleet Reserve

13. Administration will establish an Equipment and Vehicle Fleet Reserve.
14. Administration will establish a Capital Reserve Replacement rate, taking into consideration the life span of the equipment and vehicle(s) and the estimated replacement cost.
15. Equipment and Vehicle Fleet Reserve replacement charges will be transferred to a capital reserve fund for equipment and vehicle replacement.
16. Fleet replacement and due to obsolescence or end of life cycle will be financed through the Equipment and Vehicle Fleet Reserve.
17. Fleet replacement due to physical damage will be financed through appropriate insurance procedures, with the balance for replacement coming from the vehicle replacement reserve.
18. Proceeds from the disposal of vehicles or equipment will be allocated to the Equipment and Vehicle Fleet Reserve.
19. Interest earned from the Equipment and Vehicle Fleet Reserve will be allocated to the reserve at year end.
20. Council shall authorize the transfer of funds to and from the reserve.

Title: Fleet and Equipment Replacement Policy

Policy No: 4006

Effective Date: Date passed in Council

Motion Number:

Supersedes Policy No:

Department: Operations

Review Date: (3 Years from date approved by Council)



Legal References:

Not applicable

Cross References:

Policy 9001 "Procurement and Purchasing"
Policy 3021 "Fire-Rescue Services Apparatus and Equipment Replacement"
Policy 1507 "Tangible Capital Assets"
Policy 1502 "Reserves"

Purpose: To ensure Greenview maintains a dependable, and reliable vehicle & equipment pool. The governance of which is fiscally responsible and captures the true value of assets by establishing a standard equipment procurement, disposal, and replacement policy. Fire-Rescue Services Apparatus and Equipment replacement will be evaluated separately.

1. DEFINITIONS

- 1.1. **Aircraft** means primarily for transportation purposes such as small airplanes, large planes, drones, and other aircraft transporting devices. This document does not include emergency aircrafts.
- 1.2. **Amortization** is the process of incrementally charging the cost of an asset to expense over its expected period of use, which shifts the asset from the balance sheet to the income statement. It reflects the consumption of an asset over its useful life. Amortization is most commonly used to gradually write down the cost of assets with a specific useful life.
- 1.3. **Assets** are economic resources controlled by the municipality due to past transactions or events and from which future economic benefits are expected to be obtained. Assets have three essential characteristics:
 - A) They embody a future benefit that involves a capacity, singly or in combination with other assets, to provide future net cash flows or to provide goods and services;
 - B) The municipality can control access to the benefit; and,
 - C) The transaction or event giving rise to the municipality's control of the benefit has already occurred.
- 1.4. **Asset Disposal** refers to removing an asset(s) from service as a result of sale, destruction, loss, or abandonment.
- 1.5. **Capital Leases** are non-financial assets leased by Greenview for use in the delivery of goods and services. All the benefits and risks of ownership are transferred to the municipality

without requiring the transfer of legal ownership. This results in the recordation of the asset as Greenview's property in its general ledger as an asset.

- 1.6. **Estimated Useful Life** is the estimate of either the period over which an asset is expected to be used or the number of units of production that can be obtained from the asset. It is the period over which an asset will be amortized and is normally the shortest of the physical, technological, commercial, or legal life. This can also be referred to as useful life.
- 1.7. **Extended Warranty**, also referred to as after sales service or simply service type warranty. It is an extra cost to the buyer on top of the purchase price. In such cases, it is not capitalized and is deferred and reduced over the warranty term.
- 1.8. **Fleet** means all vehicles, operating equipment, and heavy equipment of Greenview.
- 1.9. **Fleet Management** refers to the overall actions that take place to keep a fleet running efficiently, on time, and within budget.
- 1.10. **Fleet and Equipment Replacement Reserve** This reserve ensures funds for replacing fleet and equipment per this policy.
- 1.11. **Greenview** means the Municipal District of Greenview No. 16.
- 1.12. **Heavy Mobile Equipment** means power and construction equipment such as graders, tractors, 3-point hitch mowers or bigger, mobile hot water/steam washers, gravel reclaimers, backhoes, rippers, mulchers, loaders, trenchers, dozers, crawlers, agriculture equipment, all heavy equipment attachments, and Zambonis.
- 1.13. **Life Cycle** means the useful life of a vehicle or piece of equipment based on the average years, kilometres (km), or engine hours a vehicle or piece of equipment operates before maintenance becomes cost prohibitive.
- 1.14. **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.
- 1.15. **Operating Equipment** means equipment specific to maintenance, shop, recreation, and appliances such as forklifts, welding machines, utility trailers, security systems, snowplows, refrigerators, stoves, freezers, mowers, lawn maintenance equipment, recreational equipment, generators, emergency operations equipment, and safety equipment and ice resurfacers.
- 1.16. **Repair and Maintenance** are ongoing activities to maintain a capital asset in operating condition. They are required to obtain the expected service potential of a capital asset over the estimated useful life. Costs for repairs and maintenance are expensed.
- 1.17. **SLT** means Senior Leadership Team comprised of Directors and the Chief Administrative Officer.
- 1.18. **TCA** means Tangible Capital Assets.
- 1.19. **Vehicles** means automobiles, pick-up trucks under one ton, sport utility vehicles (SUV), all-terrain vehicles (ATV), snowmobiles and utility terrain vehicles (UTV) used primarily for transportation purposes. Vehicles in this policy do not include emergency vehicles.

- 1.20. **Vehicles Over 1 Ton** means equipment specific to maintenance and construction that can be used on municipal or provincial roads. These include but not limited to gravel trucks, various heavy equipment trailers, end dumps, pups, 3-ton trucks, 5-ton trucks, water trucks, garbage trucks, 1-ton trucks and vehicle maintenance trucks.
- 1.21. **Watercraft** means primarily for transportation purposes such as small boats, large boats, personal watercraft, remote control watercraft and other water transporting devices. Excludes emergency watercrafts.

2. POLICY STATEMENT

- 2.1. An effective fleet replacement program is essential for controlling fleet performance (i.e., vehicle and equipment suitability, availability, reliability, safety, and environmental impacts) and total cost of ownership.
- 2.2. Fleet management requires a funding process that enables the budgeting for the amount of funds needed each year to execute the replacement plan based on the selected financing approach. The budgets for operation and maintenance come from the allocation of the overall operational budget, and capital replacement is secured through the Fleet and Equipment Replacement Reserve.
- 2.3. Long-term fleet management replacement plans pinpoint anticipated replacement dates and costs of individual assets based on the application of recommended replacement cycles and assess year-to-year, fleet-wide replacement costs and future variations therein.

The Fleet Specialist, the Asset Management Officer, and the Managers will recommend through a needs assessment the type of equipment and vehicles that will be required to be replaced based on the asset's life cycle. In addition, Administration will provide Council with a historical value and future demand for the vehicle or equipment being replaced. Maintaining Greenview's fleet and equipment ensures that assets remain modern, dependable, and reliable.

- 2.4. The Fleet Asset Management Plan will have the information derived from the replacement plan, historical data, and useful life per fleet asset. It will include future demand on the fleet and equipment assets.
- 2.5. Managers and SLT, will endeavour to purchase the most economical and fuel-efficient vehicles and pieces of equipment available. The Fleet Specialist and Asset Management Officer will provide historical information, maintenance review and future demand of the asset, for the asset needs for the department.
- 2.6. Used vehicles and equipment may be considered for purchase. These will be evaluated based on the historical information of the asset, maintenance, and current demand of the asset.
- 2.7. Leasing or rental of vehicles and equipment may be considered when economically feasible. If the arrangement is a capital lease or rental, Greenview should apply the appropriate capital or rental asset category thresholds.
- 2.8. All fleet acquisition and disposal will be conducted through Greenview's procurement and purchasing processes.

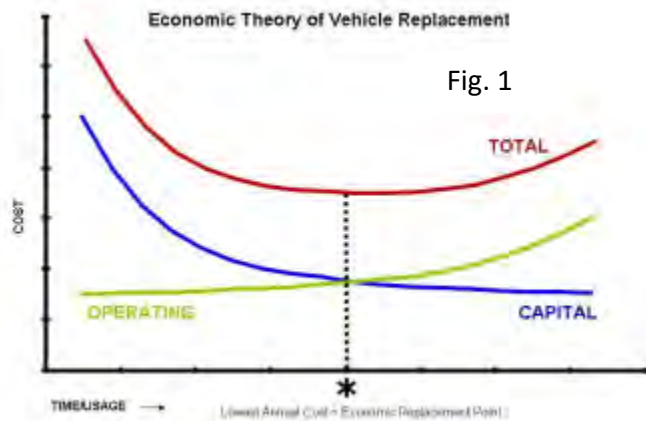
VEHICLE/EQUIPMENT TYPE (According to the TCA Policy)	BASLINE TIME IN SERVICE (Years/ km/engine hours)
Vehicles	5 years / 200,000 km
Vehicles over 1 Ton	10 years / 300,000 km
Heavy Mobile Equipment	20 years / 10,000 hours
Operating Equipment	10 years
Aircraft	20 years
Watercraft	20 years

- 2.9. If a vehicle or piece of equipment has continually performed at a high level, with a satisfactory maintenance record, that vehicle or piece of equipment may be considered for a life cycle extension. This extension has no amortization to be assessed and could be considered a betterment of the asset. To be evaluated on a case-by-case basis.
- A) Extended warranty will apply to the asset for which it is purchased and will be deferred and recognized as an expense over the period offered, as a straight-line basis.

3. PROCEDURE

- 3.1. Vehicles and equipment will be evaluated for replacement based on the following:
- A) Life cycle criteria.
 - B) The condition of vehicle performance based on Standards-Condition assessment of the Assets; and
 - C) Maintenance records and costing.
- 3.2. Greenview will always consider longer service dates if equipment continues to perform well, meets minimum conditions of fair standards, and is well maintained.
- A) Vehicle and equipment replacement guidelines should be based on the economic theory of optimal vehicle and equipment replacement, which is illustrated graphically in Fig. 1. As a vehicle and equipment age, its capital cost diminishes and its operating costs (e.g., maintenance, repair, and fuel) increase.

The combination of these two costs produces a U-shaped total cost curve that reflects the total cost of ownership of the asset. Ideally, a vehicle or piece of equipment should be replaced around the time the rise in annual operating costs begins to outweigh the decline in annual capital costs – that is, when the two cost curves intersect, and the total cost of ownership begins to increase.



The total cost curve is different for every type of vehicle and, indeed, for every individual vehicle of a given type. This variability is caused by differences in the design and engineering

of different types of vehicles/equipment, operating environments, quality-of-care the vehicles or equipment receives, and a variety of other factors.

- 3.3. Ensure all vehicles or equipment follow the fleet management preventative maintenance program.
- 3.4. Directors must approve new type vehicle replacement requests.
- 3.5. In circumstances where a vehicle or piece of equipment becomes cost prohibitive to maintain or operate, it may be considered for early replacement/disposal before the end of its established life cycle.
- 3.6. Fleet replacement due to obsolescence or end-of-life cycle will be financed through the Fleet and Equipment Replacement Reserve.
- 3.7. Fleet replacement due to physical damage will be financed through appropriate insurance procedures, with the balance for replacement coming from the Fleet & Equipment Replacement Reserve. The vehicle or equipment will be disposed of in accordance with Greenview policies.

4. COUNCIL RESPONSIBILITIES

- 4.1. Council is responsible for setting the capital budget regarding the purchase of fleet and equipment assets.
 - A) Each fleet and equipment asset must be listed for replacement as described in this policy.
 - B) Any unallocated capital Fleet and Equipment purchase funds will be uncommitted for future use within the Fleet and Equipment Replacement Reserve.

5. ADMINISTRATION RESPONSIBILITIES

- 5.1. Managers are responsible for recommending the replacement of vehicles and equipment through the needs assessment in accordance with this policy.
- 5.2. SLT must sign off on department requests for fleet vehicles and equipment for special cases or change in use.
- 5.3. All safety equipment must be installed in the fleet asset before the asset is deemed ready for service.
- 5.4. All registration, licensing and insurance checks are needed per vehicle and equipment before the fleet asset is deemed ready for service.
- 5.5. All fleet asset disposals must have safety equipment removed before being placed on the annual surplus/disposal list.
- 5.6. All fleet assets listed as surplus or disposal must have safety, specialized or associated equipment removed before being placed on the surplus/disposal annual list.
- 5.7. Asset disposal lists for fleet are to be finalized annually in June of the year of the surplus/disposal.

Title: Tangible Capital Assets

Policy No: 1507

Effective Date: February 22, 2022

Motion Number: 22.02.108

Supersedes Policy No: AD 33

Review Date: February 22, 2025



Purpose: To ensure Greenview follows the accounting regulations for tangible capital assets as determined by the Public Sector Accounting Board and Alberta Municipal Affairs. The policy applies to all Greenview departments, boards and commissions, agencies and other organizations falling within the reporting entity of Greenview.

1. DEFINITIONS

- 1.1. **Amortization** means a rational and systematic manner of allocating the cost of an asset over its estimated useful life.
- 1.2. **Assets** are economic resources controlled by Greenview as a result of past transactions or events and from which future economic benefits are expected to be obtained. Assets have three essential characteristics:
 - A) They embody a future benefit that involves a capacity, singly or in combination with other Assets, to provide future net cash flows, or to provide goods and services;
 - B) Greenview can control access to the benefit;
 - C) The transaction or event giving rise to Greenview's control of the benefit has already occurred.
- 1.3. **Asset Disposal** means the removal of a capital asset from service as a result of sale, destruction, loss, or abandonment.
- 1.4. **Asset Pooling** means a grouping of identical, similar, or related tangible capital assets. It involves identifying, treating, accounting for, and reporting on an entire set of individual assets as a collective group, as though they were a single asset. This is, of course, only for the purposes of accounting for tangible capital assets, and not for the purposes of asset management.
- 1.5. **Betterments** means subsequent expenditures on tangible capital assets that enhance the service potential of the asset. Service potential is enhanced by:
 - A) Increasing the previously assessed physical output or service capacity;
 - B) Lowering associated operating costs;
 - C) Improving quality of the output; and
 - D) Extend the Useful Life of an asset beyond 10 years.

Any other expenditure would be considered a repair or maintenance and expensed in the period incurred.

- 1.6. **Capital Lease** means non-financial assets leased by Greenview, for use in the delivery of goods and services. Substantially all the benefits and risks of ownership are transferred to Greenview without requiring the transfer of legal ownership.
- 1.7. **Capital Investment** means investments you make to increase the value of the asset.
- 1.8. **Component** means a part of an asset with a cost that is significant in relation to the total cost of the asset.
- 1.9. **Cost** means the amount of consideration given up acquiring, construct, develop or better a capital asset and includes all costs directly attributable to its acquisition, construction, development, or betterment, including installing the asset at the location and in the condition necessary for its intended use. The cost of a contributed capital asset is equal to its fair value at the date of contribution.
- 1.10. **Control** means a situation where the Greenview does not have legal title of an asset; however, is the beneficiary of future economic benefits. Greenview would also be responsible for the asset's performance, availability, and maintenance.
- 1.11. **Estimated Useful Life** means the estimate of the period over which a capital asset is expected to be used or the number of units of production that can be obtained from the asset. It is the period over which an asset will be amortized and is normally the shortest of the physical, technological, commercial, or legal life.
- 1.12. **Fair Value** means the amount of consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.
- 1.13. **Financial Assets** means assets that are available to discharge existing liabilities or finance further operations and are not for consumption in the normal course of operations. Examples of financial assets are cash on hand, accounts receivable and inventories for resale.
- 1.14. **Gains on Disposal** means the amount by which the net proceeds realized upon an asset's disposal exceed the assets' net book value.
- 1.15. **Greenview** means the Municipal District of Greenview No.16.
- 1.16. **Group Assets** means assets that have a unit value below the capitalization threshold but have a material value as a group. Group assets are recorded as a single asset with one combined value. Although recorded in the financial systems as a single asset, each unit may be recorded in the asset management system for monitoring and control of its use and maintenance.
- 1.17. **Hours of Production Method** means an amortization method which allocated the cost of an asset based on its estimated hours of use or production.
- 1.18. **Loss on Disposal** means the amount by which the net book value of a capital asset exceeds the net proceeds realized upon the asset's disposal.
- 1.19. **Net Book Value** of a tangible capital asset is its cost, less both accumulated amortization and the amount of any write downs. It represents the asset's unconsumed cost.

- 1.20. **Nominal Value** means the value assigned to an asset when no asset valuation method is relevant, or where the accuracy of any estimate could not be supported in an audit. Nominal Value in this context is defined by Greenview to be one Canadian dollar.
- 1.21. **Non-financial Asset** means assets that do not normally provide resources to discharge liabilities. They are employed to deliver municipal services, may be consumed, or used up on the delivery of those services, and are not generally for sale. Examples of non-financial assets are capital assets and inventories held for consumption or use.
- 1.22. **Repair and Maintenance** means ongoing activities to maintain an asset in operating condition. They are classified as such if they are performed to restore the asset's physical condition and/or operation to a specified standard, prevent further deterioration, replace, or substitute a component at the end of its "useful life," serve as an immediate but temporary repair, or assess ongoing maintenance requirements. Costs for repairs and maintenance are expensed.
- 1.23. **Residual Value** means the estimated net realizable value of a capital asset at the end of its estimated useful life. A related term, salvage value, refers to the realizable value at the end of an asset's life. If Greenview expects to use a capital asset for its full life, residual value and salvage value are the same.
- 1.24. **Salvage Value** See Residual Value.
- 1.25. **Service Potential** means the output or service capacity of a tangible capital asset and is normally determined by attributes such as physical output capacity, quality of output, associated operating costs, and useful life.
- 1.26. **Straight-Line Method** means an amortization method which allocated the cost of a capital asset equally over each year of its estimated useful life.
- 1.27. **Tangible Capital Assets** are non-financial assets having physical substance that:
 - A) Are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance, or repair of other Greenview tangible capital assets;
 - B) Have useful economic lives extending beyond an accounting period;
 - C) Are to be used on a continuing basis in Greenview's operations; and
 - D) Are not for sale in the ordinary course of operations.
- 1.28. **Threshold** means the minimum cost an individual asset must have before it is recorded as a capital asset on the statement of financial position.
- 1.29. **Work in Progress (WIP)** means the accumulation of capital costs for partially constructed or developed projects.
- 1.30. **Works of Art and Historical Treasures** means property that has cultural, aesthetic, or historical value that is worth preserving perpetually. These assets are not capitalized as their service potential and expected future benefits are difficult to quantify.
- 1.31. **Write-down** means a reduction in the cost of a capital asset as a result of a decrease in the quality or quantity of its service potential. As write-down should be recorded and expensed in the period the decrease can be measured and it is expected to be permanent.

2. POLICY STATEMENT

2.1. The objective of this policy is to prescribe the accounting treatment for tangible capital assets so that users of the financial report can discern information about the investment in property, equipment, and the changes in such investment. The principal issues in accounting for tangible capital assets are the recognition of assets, the determination of their carrying amounts, amortization charges and the recognition of any impairment losses. This policy is not meant to be used retroactively.

2.2. This policy states that Greenview shall:

- A) Establish internal departments and assign title or ownership of capital assets for stewardship;
- B) Create policy for capital asset categories based on nature, characteristics, and useful life;
- C) Outline the types of assets that should not be categorized or amortized;
- D) Determine the categorization of assets held for sale;
- E) Outline the costs regarding Tangible Capital Assets (TCA);
- F) Determine the policy for capital asset thresholds;
- G) Establish the policy for individual asset category estimated useful life;
- H) Outline the amortization process for tangible capital assets;
- I) Outline the disposal policies for tangible capital assets;
- J) Establish recording procedures for write-downs;
- K) Establish recording procedures for betterments;
- L) Policy for the contribution of capital contributions and donations;
- M) Create criteria and procedures for capital leasing; and
- N) Outline policy and procedures for amortization of work in progress assets.

3. IMPLEMENTATION - PROCEDURE

3.1. Capital Asset Categories:

- A) Refer to **Capital Asset Category in Schedule B** for the determined categories for Greenview Tangible Capital Assets.
- B) Where individual categories for tangible capital assets (TCA) do not exist, or individuals entering in the data are uncertain, they should contact the Asset Management Officer for direction or the creation of a new asset category.

3.2. Department Responsibilities:

- A) Assets shall be assigned to individual departments where it provides for its operation and maintenance and controls the ability to change the asset's future service potential.
- B) The department is responsible for maintaining accounting records and prepare reports for capital assets.
 - i. This shall include collection of information, record-keeping, and report delivery.
- C) Manage assets to provide effective, efficient, and economical program delivery.
- D) Establish and maintain adequate internal control systems to ensure the accuracy and reliability of information and reports.

3.3. Excluded Assets:

- A) The following assets should not be capitalized and/or amortized:

- i. Land (or other assets) acquired by right, such as Crown, forests, water, and mineral resources;
- ii. Works of art and historical treasures; and,
- iii. Intangible assets such as patents, copyrights, and trademarks.

3.4. **Assets Held for Sale:**

- A) Assets held for sale which otherwise would have been reported as capital assets may be required to be reported as financial assets.
- B) Assets held will not report amortization for the for the year in which they are being held.

3.5. **Costs**

- A) The cost of a capital asset includes:
 - i. Purchase price of the asset and other acquisition costs;
 - ii. Installation costs;
 - iii. Design and engineering fees;
 - iv. Legal fees; Survey costs;
 - v. Site preparation costs;
 - vi. Freight charges;
 - vii. Transportation insurance costs and duties.
- B) The cost of a constructed asset includes direct construction or development costs such as:
 - i. Materials, including inventories held for consumption or use; and
 - ii. Labour and overhead costs directly attributable to the construction or development activity;
- C) Capitalization of administration costs should be limited to:
 - i. Salaries;
 - ii. Benefits; and
 - iii. Travel for staff directly involved with project delivery (i.e., project management or construction).
- D) Where several capital assets are purchased together, the cost of each asset is determined by allocating the total price paid in proportion to each asset's relative fair value at the time of acquisition.
- E) Interest expense related to financing costs incurred during the time a capital asset is under construction or development can be included in the cost of the capital asset until the asset is put into service.
- F) If the construction or development of a capital asset is not completed to a useable state, the costs that would otherwise be capitalized should be expensed.

3.6. **Thresholds:**

- A) The threshold for each category represents the minimum cost and individual asset must be determined before it is recorded as a capital asset on statement of financial position.
- B) Capital assets not meeting the threshold are expensed in the year in which they are purchased. Costs for these assets are referred to as capital-type expenses.
- C) Thresholds should be applied on an individual asset or per item basis.
- D) Refer to Schedule A for the determined thresholds for each capital.

3.7. **Estimated Useful Life:**

- A) The estimated useful life is the period over which a capital asset is expected to provide services. Also, can be refers to its lifespan – the length of time that a system or piece of equipment is expected to serve its original purpose.
- B) An asset's useful life can be estimated based on:
 - i. Its expected future use;
 - ii. Effects of technological obsolescence;
 - iii. Expected wear and tear from use or the passage of time; and
 - iv. The level of maintenance and experience with similar assets.
- C) All capital asset categories have predetermined estimated useful lives as outlined in **Capital Asset Categories Schedule B**. Note: the estimated useful lives shown are intended to apply to assets in new condition.
- D) When used assets are acquired the estimated useful lives should be reduced based on the age and condition of the asset. Appraisal of the used item will be sought based on.

3.8. Amortization:

- A) Amortization is calculated using the straight-line method based on the estimated useful life of each asset. This method which allocated the cost of a capital asset equally over each year of its estimated useful life.
- B) Lands and Historical, Culture and Works of Art, have an unlimited estimated useful life and should not be amortized.
- C) Amortization should be calculated based on the full cost of the capital asset. Where an asset expected residual value is expected to be significant in comparison to the asset's costs (20% or more), the amount would be deducted from the cost which calculating amortization.
- D) Amortization should be recorded monthly commencing on the first day of the month following the month the asset became ready for productive use. Note: For pooled assets, where purchases and disposals affect the pool balance throughout the year, the amortization calculation may be based on the estimated pool balance rather than actual.(PSAS 315.22-30)
- E) In estimating the useful life of assets, consideration should be given to the department's asset management plan, history with the asset class, potential technology advances and anticipated repairs and maintenance, among other factors. The original cost of land is not amortized. Other assets should be amortized, list as follows:
 - i. Land Improvements;
 - ii. Road and streets: Graveling, Pavement;
 - iii. Culverts, Bridges, Drainage;
 - iv. Water Treatment Plant, Pumping Stations;
 - v. Lagoon, Lift Stations;
 - vi. Raw Water, Treated Water Wastewater and Storm (above or below ground) Pipelines;
 - vii. All Valves and Shut offs for pipelines;
 - viii. Hydrants, Streetlights, Street Signage;
 - ix. Solid Waste, Transfer Stations Sites;
 - x. Airports;
 - xi. Buildings, (Recreational, Emergency services, Greenview Public Service, Hangers);
 - xii. Building Improvements;
 - xiii. Vehicles, Equipment & Machinery; and
 - xiv. Hardware, software

- F) No amortization should be recorded in the year an asset is disposed of. This does not apply to deemed disposals.
- G) No amortization should be recorded on which in progress or capital asset which have been removed from service but not yet disposed of.

3.9. Disposals:

- A) The disposal of a capital asset results in its removal from service as a result of sale, destruction, loss, or abandonment.
- B) When a capital asset is disposed of, the cost and the accumulated amortization should be removed from the accounting records and any gain or loss recorded.
- C) Costs of disposal paid by the Greenview should be expensed.
- D) A gain or loss on disposal is the difference between the net proceeds received and the net book value of the asset and should be accounted for as a revenue or expense, respectively, in the period the disposal occurs.

3.10. Write-downs:

- A) A capital asset should be write-down when a reduction in the value of the asset's service potential can be measured, and the reduction is expected to be permanent.
- B) Conditions that may indicate a write-down is required include:
 - i. Expectation of providing services at a lower level than originally planned;
 - ii. A change in use for the asset;
 - iii. Technological advances which render the asset obsolete; and
 - iv. Other factors such as physical damage which reduce the asset's service potential.
- C) All documentation regarding write-downs should be retained.
- D) Write-downs of capital assets should be accounted for as an expense in the current period.
- E) Annual amortization of an asset that has been written down should be calculated use the net book value after the write-down and the remaining estimated useful life.
- F) Regardless of any change in circumstances, a write-down should not be reversed.
- G) Write down are to be applied the year after occurrence.

3.11. Betterments:

- A) Betterments are enhancements to the service potential of a capital asset, such as:
 - i. An increase in the previously assessed physical output or service capacity;
 - ii. A reduction in associated operating costs;
 - iii. An extension of the estimated useful life; or,
 - iv. An improvement in the quality of output.
- B) Betterments which meet the threshold of the applicable capital asset category are capitalized. Otherwise, they are expenses.
 - i. Repairs and maintenance which are necessary to obtain the expected service potential of a capital asset for its estimated useful life are not betterments. These costs should be expensed when incurred. They include:
 - ii. Repairs to restore assets damaged by fire, flood, accidents, or similar events, to the condition just prior to the event; and,
 - iii. Routine maintenance and expenditures, such as repainting, cleaning and replacing minor parts.
- C) Where betterment enhances the service potential of a capital asset without increasing its estimated useful life, the amortization period should remain the same.

- D) Where betterment increases the estimated useful life of a capital asset, its useful life should be changed.
- E) Where betterment involves the replacement of an identifiable components of a capital asset, the original cost of that component and the related accumulated amortization should be removed from the accounting records.

3.12. Capital Contributions:

- A) When Greenview receives funds from a third party, such as the provincial or federal government, to assist with the construction or purchase of a capital asset, the full cost of the asset should be recorded.
- B) The funds received should be recognized as revenue.

3.13. Donations:

- A) If a capital asset is donated to Greenview, the cost is its fair value at the date of contribution.
- B) Fair value of a donated capital asset may be estimated using market or appraised value.

3.14. Capital Leases:

- A) Capital leases are a means of financing the acquisition of a capital asset where the lessee carries substantially all of the risks and benefits of ownership. Capital leases are recorded as if the lease had acquired the asset and assumed a liability.
- B) If one or more of the following criteria exists, the lease should be accounted for as a capital lease:
 - i. There is reasonable assurance that Greenview will obtain ownership at the end of the lease. (Transfer of ownership occurs at the end of the lease or the lease has a bargain purchase option).
 - ii. Greenview will receive substantially all of the economic benefits of the assets. (This lease term is 75% or more of the economic life of the asset).
 - iii. The lessor is assured of recovering the investment in the asset and earning a return. (The present value of the minimum lease payment is 90% or more of the fair value of the asset.).
- C) Where at least one of the conditions in clause (B) is not present, other factors may indicate that a capital lease exists.
- D) Examples of capital leases:
 - i. Greenview owns or retains control of the land on which a leased asset is located, and the asset cannot be easily moved;
 - ii. Greenview contributes significant assistance to finance the cost of acquiring or constructing the asset that it will lease; or,
 - iii. Greenview bears other potential risks, such as obsolescence, environmental liability, uninsured damage, or condemnation of the asset and any of these are significant.
- E) Operating leases are leases in which the leaser does not transfer substantially all the benefits and risks of ownership. If the arrangement is an operating lease, lease payment should be expenses and no liability recorded.
- F) If the arrangement is a capital lease, Greenview should apply the thresholds of the appropriate capital asset category.
- G) If the thresholds are not met, an expense and a liability should each be recorded for the present value of the minimum lease payments.

- H) If the thresholds are met, a capital asset and a liability should each be recorded for the present value of the minimum lease payments. The leased asset should be amortized over the lesser of the lease term or estimated useful life for similar capital assets as outlined in **Capital Asset Threshold Schedule A**.
- I) Executory and maintenance costs should be excluded when calculating minimum lease payments. The discount rate should be the lessor of Greenview's incremental borrowing rate or the interest rate implicit in the lease, if determinable.

3.15. Work in Progress:

- A) Where the construction or development of a capital asset occurs over several years, capital costs should be accumulated until the asset is ready for use.
- B) Identify these costs as work in progress for any interim and year-end reporting.
- C) Greenview should not record amortization on work in progress.
- D) A work in progress account should be established to allow work in progress capital costs to be tracked separately from assets subject to amortization.
- E) Examples of work in progress are as follows:
 - i. Construction of a new road;
 - ii. Construction of a new building;
 - iii. Development of an asset which occurs over several years.
 - iv. Down payments and deposits which are to be applied to the cost of a capital asset.

4. RESPONSIBILTIES

- 4.1 The Administration is responsible for ensuring compliance to this policy.
- 4.2 Council shall review all policies for compliance and effectiveness of the policies. Otherwise, a 3-year cycle for review.

SCHEDULE A
CAPITAL ASSET THRESHOLDS

<u>Capital Asset Class and Category</u>	<u>Threshold</u>	<u>Estimated Useful Life</u>	<u>Amortization</u>
Land and land improvements			
Land	All	Indefinite	N/A
Land Improvements	\$5,000	15 years	Straight-Line
Culture, Historical & Works of Art	All	Indefinite	N/A
Buildings and building improvements			
Buildings	\$10,000	40 years	Straight-Line
Building Improvements	\$10,000	40 years	Straight-Line
Engineered Structures	\$10,000	40 years	Straight-Line
Lease Holdings Improvements	\$5,000	20 years	Straight-Line
Machinery and Equipment			
Heavy Mobile Equipment	\$5,000	20 years	Straight-Line
Aircraft	\$5,000	20 years	Straight-Line
Watercraft	\$5,000	20 years	Straight-Line
Operating Equipment	\$5,000	10 years	Straight-Line
Medical Equipment	\$5,000	10 years	Straight-Line
Small Tools	\$2,500	10 years	Straight-Line
Transportation Equipment			
Vehicles over 1 Ton	\$5,000	10 years	Straight-Line
Vehicles	\$5,000	5 years	Straight-Line
Emergency Vehicles	\$5,000	5 years	Straight-Line
Emergency Vehicle over 1 Ton	\$5,000	15 years	Straight-Line
Scales	\$5,000	10 years	Straight-Line
Office & Information Technology			
System Development	\$2,500	5 Years	Straight-Line
Computer Hardware	\$3,000	3 years	Straight-Line
Computer Software	\$2,500	3 years	Straight-Line
Communication Equipment	\$5,000	5 years	Straight-Line
Office Furniture & Equipment	\$2,500	5 years	Straight-Line
Infrastructure			
Roads & Street Subsurface	ALL	35 years	Remaining life factor
Road & Street Asphalt Surfaces	ALL	20 years	Remaining life factor
Road & Street Concrete Surfaces	ALL	25 years	Remaining life factor
Road & Street Gravel Surfaces	ALL	15 years	Remaining life factor
Road & Street Asphalt Surfaces	ALL	15 years	Remaining life factor
Road & Street Chip Seal Surfaces	ALL	10 years	Remaining life factor
Sidewalks, Ramping, Parking Lot & Approaches	ALL	25 years	Straight-Line
Road & Street Infrastructure	ALL	20 years	Straight-Line
Airport	ALL	30 years	Straight-Line
Water infrastructure (Raw, Treated)	ALL	50 years	Straight-Line
Wastewater Infrastructure	ALL	50 years	Straight-Line
Storm Sewer/Ditching Infrastructure	ALL	40 years	Straight-Line
Water Treatment Plant	ALL	40 years	Straight-Line
Wastewater Treatment Plant	ALL	40 years	Straight-Line
Infrastructure – Hydrants, Systems, Meters	ALL	20 years	Straight-Line
Culverts	ALL	35 years	Straight-Line
Other Infrastructure	ALL	20 years	Straight-Line

SCHEDULE B CAPITAL ASSET CATEGORIES

Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Land	<ul style="list-style-type: none"> Parks and recreation Conservation purposes Building sites and other programs Facilitate construction of road surfaces, drainage areas, and allowances or future expansions. 	<ul style="list-style-type: none"> Purchase price Professional fees for title searches, architect, legal, engineering, appraisals, surveying, planner's environmental reports Improvement and development costs: land excavation, filling, grading, drainage, demolition of existing buildings (less salvage).
Land Improvements	<ul style="list-style-type: none"> Fencing and gates, parking lots, power pedestal's, paths and trails, landscaping, playgrounds and types of land drainage. 	<ul style="list-style-type: none"> Original purchase price or completed project costs including costs of material and labour or costs of a contractor Professional fees for title searches, architect, legal, engineering, appraisals, surveying, planner's environmental reports
Culture, Historical & Works of Art	<ul style="list-style-type: none"> Statues, Monuments, Various Art Assets, Religious Placings, Culture or Historical Grounds 	<ul style="list-style-type: none"> Original purchase price or completed project costs including costs of material and labour or costs of a contractor All Maintenance to ensure Level of service is kept Improvement and development costs: land excavation, filling, grading, and drainage.
Buildings – high quality construction Buildings – medium quality construction Buildings – average quality construction Buildings – short term	<ul style="list-style-type: none"> Buildings with fireproofed structural steel frames with reinforced concrete or masonry floors and roofs. Buildings with reinforced concrete frames and concrete or masonry floors and roofs. Buildings with masonry or concrete exterior walls, and wood or steel roof and floor structures, except for concrete slabs on grade. 	<ul style="list-style-type: none"> Original purchase price or completed project costs including basic costs of material and labour or costs of a contractor. Costs to remodel, recondition or alter a purchased building to make it ready to use for the acquired purpose. Preparation of plans blueprints, and specifications. Costs of building permits, studies, tests (pre-acquisition costs).

	<ul style="list-style-type: none"> Operational storage facilities, sheds, small buildings, inventory storage buildings and pump houses. 	<ul style="list-style-type: none"> Professional fees for title searches, architect, legal, engineering, appraisals, surveyors, planners, and environmental surveys. Operating costs such as temporary buildings used during construction.
Building Improvements	<ul style="list-style-type: none"> Major repairs that increase the value or useful life of the building such as structural changes, installation or upgrade of heating and cooling systems, plumbing, electrical, telephone systems. 	<ul style="list-style-type: none"> Complete project costs including basic costs of material and labour or costs of a contractor. Preparation of plans, blueprints, and specifications. Cost of building permits, studies, tests. Professional fees for building official, architect, legal, planning, engineering, appraisals, surveying, and environmental surveys. Operating costs such as temporary buildings used during construction
Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Engineered Structures	<ul style="list-style-type: none"> This includes buildings, but the term structure can also be used to refer to anybody of connected parts that is designed to bear loads, even if it is not intended to be occupied by people. This includes but not limited to: Aqueducts, bridges, canals, cooling towers/ chimney's, Dams railways retaining walls and tunnels 	<ul style="list-style-type: none"> Original purchase price or completed project costs including basic costs of material and labour or costs of a contractor. Costs to remodel, recondition or alter a purchased building to make it ready to use for the acquired purpose. Preparation of plans blueprints, and specifications. Costs of building and/ or structure permits, studies, tests (pre-acquisition costs). Professional fees for title searches, architect, legal, engineering, appraisals, surveyors, planners, and environmental surveys. Environmental planning, risk assessment, levels of compliance. Operating costs such as temporary buildings or structures used during construction.
Lease Holdings Improvements	<ul style="list-style-type: none"> Major repairs that increase the value or useful life of the building such as structural changes, installation or upgrade of heating and cooling systems, plumbing, electrical, telephone systems. However, is a lease and does not have value to principal asset only to the improvement. 	<ul style="list-style-type: none"> Complete project costs including basic costs of material and labour or costs of a contractor. Preparation of plans, blueprints, and specifications. Cost of structure permits, studies, tests.

		<ul style="list-style-type: none"> Professional fees for building official, architect, legal, planning, engineering, appraisals, surveying, and environmental surveys. Operating costs such as temporary buildings used during construction
Heavy Mobile Equipment	<ul style="list-style-type: none"> Power and construction equipment such as graders, tractors, 3-point hitch mowers or bigger, mobile hot water/ steam washers, gravel reclaimer, backhoe, ripper, mulcher, loaders, trencher, dozer, crawlers, AG Equipment and all heavy equipment attachments. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items which purchased. Parts and labour associated with the construction of equipment.
Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Aircraft	<ul style="list-style-type: none"> Used primarily for transportation purposes such as small airplanes, large planes, drones, fire and rescue planes and other aircraft transporting devices. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Costs of reconditioning used items when purchased.
Watercraft	<ul style="list-style-type: none"> Used primarily for transportation purposes such as small boats, large boats, personal watercraft, remote control watercraft and other water transporting devices. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Costs of reconditioning used items when purchased.
Operating Equipment	<ul style="list-style-type: none"> Equipment specific to maintenance, shop, recreation, and appliances.: such as forklifts, welding machines, utility trailers, security systems, snowplows, refrigerators, stoves, freezers, mowers, lawn maintenance equipment, recreational equipment, generator, emergency operations equipment, safety equipment and Zambonis These can be use in the grouped in this category and would be based in the operating equipment. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the construction of equipment.

Medical Equipment	<ul style="list-style-type: none"> Equipment Specific to veterinary or medical fields. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for pre/ post testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the construction of equipment.
Small tools	<ul style="list-style-type: none"> Process of the maintenance of equipment, building/ facilities, and specific need of the maintenance of such. These can be use in the grouped category and would be based in the work maintenance. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Costs of reconditioning used items when purchased
Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Vehicle Over 1 Ton	<ul style="list-style-type: none"> Equipment specific to maintenance and construct in which can be on municipal or provincial roads. These are but not limited to: gravel truck, various heavy equipment trailers, end dumps, pups, 3-ton trucks, 5- ton trucks, water trucks, garbage trucks, 1-ton trucks and maintenance trucks. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the equipment.
Vehicles	<ul style="list-style-type: none"> Used primarily for transportation purposes such as automobiles, pick-up trucks under one ton, ATV, snowmobiles, UTV, and SUV 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the equipment.
Emergency Vehicles	<ul style="list-style-type: none"> Used primarily for transportation, rescue, fire response, emergency use, purposes such as automobiles, pick-up trucks under one ton, ATV, snowmobiles, UTV, and SUV. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the Emergency equipment.
Emergency Vehicles Over 1 Ton	<ul style="list-style-type: none"> Equipment specific to firefighting, search & rescue, EMS and peace officer work. These assets are but not limited to firefighting trucks, ambulances, pumper trucks, water trucks, heavy peace vehicles, and any emergency service trailers. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the emergency equipment.

Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Scales	<ul style="list-style-type: none"> Commercial industrial scale for the purpose of compliance with hauling standards with the MD of greenview. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight charges. Sales taxes on acquisition. Installation charges. Charges for testing and preparation. Costs of reconditioning used items when purchased. Parts and labour associated with the construction of equipment.
System Development	<ul style="list-style-type: none"> Consultation fees, web site development. 	<ul style="list-style-type: none"> External direct costs of materials and services such as consultation fees. Web site developments costs. Costs to acquire software and any custom development. Salary and related benefits of employees directly associated with the application development stage. Costs of upgrades that improve the functionality of the system.
Computer Hardware	<ul style="list-style-type: none"> Equipment like servers, scanners, printers, hard drives, equipment that serves the hardware and modems 	<ul style="list-style-type: none"> Purchase price. Installation charges. Freight and transit charges. Sales taxes on acquisition. Costs of reconditioning used items when purchased.
Computer Software	<ul style="list-style-type: none"> Off the shelf software and related upgrades, software licenses after removing any maintenance or similar charges. 	<ul style="list-style-type: none"> Purchase price of off the shelf software and related upgrades. Sales taxes on acquisition. Installation charges.
Communication Equipment	<ul style="list-style-type: none"> Off the shelf software and related upgrades, software licenses after removing any maintenance or similar charges. Specific Communication equipment for the purpose of safety, promotion and like wise. 	<ul style="list-style-type: none"> Purchase price of off the shelf software and related upgrades. Sales taxes on acquisition. Installation charges. Costs of reconditioning used items when purchased.
Office Furniture & Equipment	<ul style="list-style-type: none"> Used in the offices of Greenview. List as follows but not limited to Desks, tables, chairs, filing cabinets, fax machines, photocopiers, smartboards, cabinets, cameras, and projectors. 	<ul style="list-style-type: none"> Original contract price or invoice price. Freight and installation charges. Sales taxes on acquisition. Costs of reconditioning used items when purchased. Parts and labour associated with the construction of furniture.

Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Roads & Street Subsurface	<ul style="list-style-type: none"> Is a subbase that has been either engineered or non-engineered. All have been prepared for the road or street designed for with variance of designed to the particular build. This would encompass all subsurface. 	<ul style="list-style-type: none"> The value of each type of Sub-base is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a "remaining life" factor (0.1-0.9) to give an assessment of the condition and the value remaining.
Road & Street Asphalt Surfaces	<ul style="list-style-type: none"> Is an Asphalt surface that has been dully designed to carry heavier (primary) traffic base. The structure is usually thicker than 200 mm. 	<ul style="list-style-type: none"> The value of each type of asphalt road is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a "remaining life" factor (0.1-0.9) to give an assessment of the condition and the value remaining.
Road & Street Concrete Surfaces	<ul style="list-style-type: none"> Is a concrete surface that has been dully designed to carry heavier (primary) traffic base. The structure is usually engineered. 	<ul style="list-style-type: none"> The value of each type of concrete road is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a "remaining life" factor (0.1-0.9) to give an assessment of the condition and the value remaining.
Road & Street Gravel Surfaces	<ul style="list-style-type: none"> Is a gravel surfaced road with a buildup of gravel and maintained to good standard base. The width is great enough to be sued on a residential street. 	<ul style="list-style-type: none"> The value of each type of gravel road is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a "remaining life" factor (0.1-0.9) to give an assessment of the condition and the value remaining.

Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Road & Street Cold Rolled Asphalt Surfaces	<ul style="list-style-type: none"> Is a non-engineered Asphalt surface that is thin and is placed on the subgrade with very little preparation. These may be referred to as oil treatments cold roll. These surfaces are usually less than 60 mm in thickness. 	<ul style="list-style-type: none"> The value of each type of cold mix road is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a “remaining life” factor (0.1-0.9) to give an assessment of the condition and the value remaining.
Road & Street Chip Seal Surfaces	<ul style="list-style-type: none"> Is a non-engineered or Asphalt repaired surface that is thin and is placed on the asphalt surface directly with very little preparation. 	<ul style="list-style-type: none"> The value of each type of asphalt road maintenance is determined per square meter based on the cost of the materials and labour required to construct each structure. Quantities used in each structure, are also available, but using quantities expands the calculations significantly. The streets/roads replacement cost has been multiplied by a “remaining life” factor (0.1-0.9) to give an assessment of the condition and the value remaining.
Sidewalks, Ramping, Parking lots & Approaches	<ul style="list-style-type: none"> Is all sidewalks, ramps, parking lot and approaches, in which the building material is variable as installed at or near any road & street. 	<ul style="list-style-type: none"> Original purchase price Installation charges Direct costs of construction including labour and materials Charges for testing and preparation Parts and labour associated with construction and installation.
Road & Street Other	<ul style="list-style-type: none"> Light systems (traffic, outdoor, street), all signage, rumble strips, speed bumps and aggregate pit acquisition costs 	<ul style="list-style-type: none"> Original purchase price Installation charges Direct costs of construction including labour and materials Charges for testing and preparation Parts and labour associated with construction and installation.
Airport	<ul style="list-style-type: none"> All part of making the regulated airport. This does not include building nor surrounding lands. 	<ul style="list-style-type: none"> Original purchase price Installation charges Direct costs of construction including labour and materials Charges for testing and preparation

		<ul style="list-style-type: none"> Parts and labour associated with construction and installation.
Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Water infrastructure (Raw, Treated)	<ul style="list-style-type: none"> Docks, lagoons, reservoirs, pumping facilities, tanks and associated infrastructure, swimming pools, fire hydrants. 	<ul style="list-style-type: none"> Original purchase price Direct costs of construction including labour and materials Salary and travel costs for employees assigned to the project for direct management duties such as project management, inspection, and quality control. Parts and labour associated with the construction of equipment
Wastewater Infrastructure	<ul style="list-style-type: none"> Wastewater systems, sewage lagoons, reservoirs, pumping facilities, tanks and associated infrastructure, manholes, wastewater systems. 	<ul style="list-style-type: none"> Original purchase price Direct costs of construction including labour and materials Salary and travel costs for employees assigned to the project for direct management duties such as project management, inspection, and quality control. Parts and labour associated with the construction of equipment
Storm Sewer/Ditching Infrastructure	<ul style="list-style-type: none"> Storm water lagoons, reservoirs, pumping facilities, tanks and associated infrastructure. 	<ul style="list-style-type: none"> Original purchase price Direct costs of construction including labour and materials Salary and travel costs for employees assigned to the project for direct management duties such as project management, inspection, and quality control. Parts and labour associated with the construction of equipment
Water Treatment Plant	<ul style="list-style-type: none"> All equipment inside the water treatment plant excluding the building and the land in which it sits. 	<ul style="list-style-type: none"> Original purchase price Direct costs of construction including labour and materials Salary and travel costs for employees assigned to the project for direct management duties such as project management, inspection, and quality control. Parts and labour associated with the construction of equipment
Wastewater Treatment Plant	<ul style="list-style-type: none"> All equipment inside the wastewater treatment plant excluding the building and the land in which it sits. 	<ul style="list-style-type: none"> Original purchase price Direct costs of construction including labour and materials Salary and travel costs for employees assigned to the project for direct management duties such as project

		<p>management, inspection, and quality control.</p> <ul style="list-style-type: none"> Parts and labour associated with the construction of equipment
Capital Asset Category	Examples of Capital Assets	Examples of Capital Asset Costs
Infrastructure – Hydrants, Systems, Meters	All types of fire hydrants, water meters, gas meters, operating systems for the meters,	<ul style="list-style-type: none"> Direct costs of construction including tender construction costs, labour materials, survey costs, and project specific design costs. Salary and travel costs for employees assigned to the project for direct management, inspection, and quality control. <p>Parts and labour associated with construction and installation</p>
Culverts	Any and all Culverts regardless of size	<ul style="list-style-type: none"> Direct costs of construction including tender construction costs, labour materials, survey costs, and project specific design costs. Salary and travel costs for employees assigned to the project for direct management, inspection, and quality control.
Other Infrastructure	Landfills, dump stations, transfer station and any upgrades to this category	<ul style="list-style-type: none"> Costs that support infrastructure but are not included in any other category. Parts and labour associated with construction and installation

Title: Asset Management

Policy No: 1034

Effective Date: February 22, 2022

Motion Number: 22.02.106

Supersedes Policy No: None

Review Date: February 22, 2025



Purpose: This policy is to articulate Greenview's, commitment to asset management, and guide administration and staff using the policy statements. In doing so, this policy outlines how it is to be integrated within the organization in such a way that it is coordinated, cost effective and organizationally sustainable. This policy also demonstrates to the community that Council is exercising good stewardship and is delivering affordable services while considering its legacy to future residents.

Council has a mandate to provide a wide range of services. To guide administration and staff with the effective implementation of those services, Council typically adopts policies for important issues that can be used by staff to support Council's vision, goals, and objectives. Greenview, is committed to maximizing Greenview's return on investment in physical assets, while complying with all legislative and regulatory requirements, and ensuring that all activities are performed in a safe and environmentally sustainable manner.

1. DEFINITIONS

For consistency, terminology in all official asset management documents shall be consistent with ISO 55000:2014(E) – International Standard for Asset Management

For consistency, terminology in all official Risk management documents shall be consistent with ISO 31000:2018 – International Standard for Risk Management

- 1.1. **Amortization** means the process of incrementally charging the cost of an asset to expense over its expected period of use, which shifts the asset from the balance sheet to the income statement. It essentially reflects the consumption of an intangible asset over its useful life. Amortization is most commonly used for the gradual write-down of the cost of those intangible assets that have a specific useful life.
- 1.2. **Asset** means an item, thing, or entity that has potential or actual value to an organization. Value can be tangible or intangible financial or non-financial and includes consideration of risks and liabilities. Refer to Policy 1507.
- 1.3. **Asset Management** means the application of sound technical, social, and economic principles that considers present and future needs of users, and the service from the asset. Refers to any system that monitors and maintains things of value to an entity or group. It may apply to both tangible assets and to intangible assets.
- 1.4. **Asset Management Advisory Committee** The committee was formed to provide the Greenview with diverse perspectives on asset management and related advice and

recommendations. The committee reviews policies, procedures and results to ensure the assets are managed in a manner supportive of the Greenview's mission and in accordance with fiduciary standards and applicable law

- 1.5. **Asset Management Strategy** means a high level document that guides the overall asset management activities within an organization. Being a strategy, it is meant to explore long term issues and ensure that the overall plan is linked to key "strategic" issues of the organization.
- 1.6. **Asset Management Plan (AMP)** means a tactical plan for managing an organization's infrastructure and other assets to deliver an agreed Level of Service. This documented information that specifies the activities, resources, and timescales required for an individual asset, or grouping of assets, to achieve the organization's asset management objectives.
- 1.7. **Best Practices** means state-of-the-art methodologies and technologies for municipal infrastructure planning, design, construction, management, assessment, maintenance, and rehabilitation that consider local economic, environmental, and social factors.
- 1.8. **Greenview** means the Municipal District of Greenview No.16.
- 1.9. **Intangible Assets** means an asset that is not physical in nature. Goodwill, brand recognition and intellectual property, such as patents, trademarks, and copyrights, are all intangible assets. Intangible assets exist in opposition to tangible assets, which include land, vehicles, equipment, and inventory.
- 1.10. **Level of Service (LoS)** means parameters or a combination of parameters, which reflect social, political, environmental, and economic outcomes that an organization delivers from their assets.
- 1.11. **Lifecycle** means the time interval that commences with the identification of the need for an asset and terminates with the disposal of the asset.
- 1.12. **Line of Sight** means this alignment (or line of sight) focuses the entire organization on the same strategic goals. It lines up the value the asset is expected to produce with the financial business objectives of the organization.
- 1.13. **Long-term Cost (Life-cycle cost)** means the financial and human resources required throughout the life cycle of the asset.
- 1.14. **Performance Monitoring** means continuous or periodic quantitative and qualitative assessments of the actual performance compared with specific objectives, targets, or standards through the application of performance indicators.
- 1.15. **Risk** means the uncertainty about whether a "Risk" event has the potential to significantly affect the goals and objectives of Greenview, which will result in a gain or loss in the achievement of the organizational goals or objectives.
- 1.16. **Risk Management** means avoiding, accepting, transferring, or treating the uncertainty arising from a risk event to minimize the negative impact of the risk event and increase the likelihood of achieving the strategy or objective by reducing the negative outcomes of risk events and enhancing the positive outcomes of informed risk-taking.

- 1.17. **Service Life of an Asset** means the total period during which it remains in use, or ready to be used, in a productive process.
- 1.18. **Strategic Risk** means events or occurrences that impact the ability to achieve strategic and service objectives.
- 1.19. **Tangible Assets** means assets that have a physical form. Tangible assets include both fixed assets, such as machinery, buildings and land, and current assets, such as inventory.
- 1.20. **Useful Life** means the period of time (or total amount of activity) for which the asset will be economically feasible for use in a business. In other words, it is the period of time that the business asset will be in service and used to earn revenues.

2. POLICY STATEMENT

- 2.1. Asset Management is an integrated and adaptive approach, involving Council and all departments of Greenview, to deliver sustainable services to the community by effective management of existing and new infrastructure.
- 2.2. This policy outlines principles that shape the asset management approaches and initiatives across the organization. Also ensuring compliance with all statutory requirements applying to physical assets and asset management.
- 2.3. Ensure that all Asset Management decisions and activities comply with the Greenview's policies relating to Occupational, Health, Safety, and Environment.
- 2.4. Ensure that Asset Management decisions and activities consider and balance the needs of all relevant stakeholders, both within and external to the organization and follow the "line of sight" principles.
- 2.5. Ensure alignment between all organizational functions that impact on Asset Management, including Projects/Engineering, Production, Maintenance, and Supply.
- 2.6. Ensure that the Greenview's assets are managed in accordance with recognized asset management techniques that consider the achievement of both short term and longer-term business objectives.
- 2.7. Formally assess both risk and economic outcomes when making decisions relating to the management of physical assets and operate assets in a disciplined manner, and with precision.
- 2.8. Ensure that asset purchase, replacement, refurbishment, and disposal decisions are made based on an assessment of expected future customer demand, life cycle costs, and risks.
- 2.9. This Policy applies to:
 - A) All existing and new assets or asset systems (including natural assets) owned by Greenview and used to deliver services to the community;
 - B) Assets owned by Greenview, but managed or co-managed by others to deliver services to the community, subject to the terms of any agreement already in place;
 - C) Assets owned by others but managed or co-managed by Greenview to deliver services to the community, subject to the terms of any agreements already in place.

3. PRINCIPLES

- 3.1. This policy shall be implemented by employees using industry accepted guidelines and practices. Employees shall consider the use of an Asset Management strategy and Asset Management Plans
- 3.2. Greenview will also comply with required capital asset reporting requirements PS-3150 and integrate the Asset Management program into operational plans through the municipality.
- 3.3. Strategic Asset Management plans may be developed for a specific class of assets or be generic for all assets and should outline term goals, processes, and steps to show how they will be achieved. The asset management plans should be based on current inventories and conditions (acquired or derived), project performance and remaining service life and consequences of losses (i.e., vulnerability assessments, emergency management).

4. POLICY PRINCIPLES, GUIDELINES, AND INTEGRATION:

- 4.1. The key principles of the asset management policy are outlined in the following list. Greenview shall:

- A) Make informed decisions, identifying all revenues and costs (including operation, maintenance, replacement and decommission) associated with infrastructure asset decisions, including additions and deletions. Trade-offs should be articulated and evaluated, and the basis for the decision recorded;
- B) Integrate corporate, financial, business, technical and budgetary planning for infrastructure assets;
- C) Establish organizational accountability and responsibility for the asset inventory, condition, use and performance;
- D) Consult with stakeholders where appropriate;
- E) Define and articulate service, maintenance and replacement levels and outcomes;
- F) Use available resources effectively;
- G) Manage assets to be sustainable;
- H) Minimize total life cycle costs of assets;
- I) Know the line of sight, of assets goals;
- J) Consider environmental goals;
- K) Consider social and sustainability goals;
- L) Minimize risks to users and risks associated with failure;
- M) Pursue best practices where available; and
- N) Report the performance of its asset management program.

4.2. Guidelines and Practices

- A) This policy shall be implemented by staff using accepted industry guidelines and practices (can identify the guidelines/practices will be using) and staff shall consider the use of an asset management strategy and asset management plans. The organization will also comply with required capital asset reporting requirements and integrate the asset management program into operational plans throughout the organization.
- B) Strategic asset management plans may be developed for a specific class of assets or be generic for all assets and should outline long term goals, processes, and steps toward how they will be achieved. The asset management plans should be based on current inventories and conditions (acquired or derived), projected performance and remaining service life and consequences of losses (e.g., vulnerability assessments, emergency management). Operational plans should reflect these details.

Replacement portfolios and associated financial plans should consider alternative scenarios and risks, as well as include public consultation.

4.3.Context and Integration of Asset Management within the Organization

The context and integration of asset management throughout the organization's lines of business is typically formalized through references and linkages between Municipal documents. Where possible and appropriate, Council and staff will consider this policy and integrate it in the development of Municipal documents such as (broad list noted below, include those which apply and add others as needed):

- A) Official Community Plans
- B) Business Plan
- C) Municipal Strategic Plan
- D) Municipal Financial Plan
- E) Operational Plans and Budgets (including vehicle and fleet plans and budgets)
- F) Annual Reports
- G) Design Criteria and Specifications
- H) Infrastructure Servicing, Management, and Replacement Plans, e.g., Transportation Plans, Historical Culture Plans
- I) Community Social Plans
- J) Parks and Recreation Plans
- K) Facility, Building Plans

5. ASSET MANAGEMENT FRAMEWORK- ISO 55000

5.1. To meet the objective of this policy, Greenview will follow the Asset Management Framework described in Figure 1. The Framework describes the business processes and asset management activities and illustrates the relationship between activities. The Framework consists of several major elements:

A) Regulatory Requirements, Business drivers

Both are the external influences that govern how the infrastructure is managed and set overall expectations of how the departments operate. Including, but not limited to:

- I. Ratepayer's requirements
- II. Municipal goals and strategies
- III. Regulatory Requirements
- IV. Environmental factors

B) Core Processes supported by Core Support Services

The underlying structure is based on the all-encompassing Plan-Do-Check-Act (PDCA) cycle to control and continuously improve on processes and products.

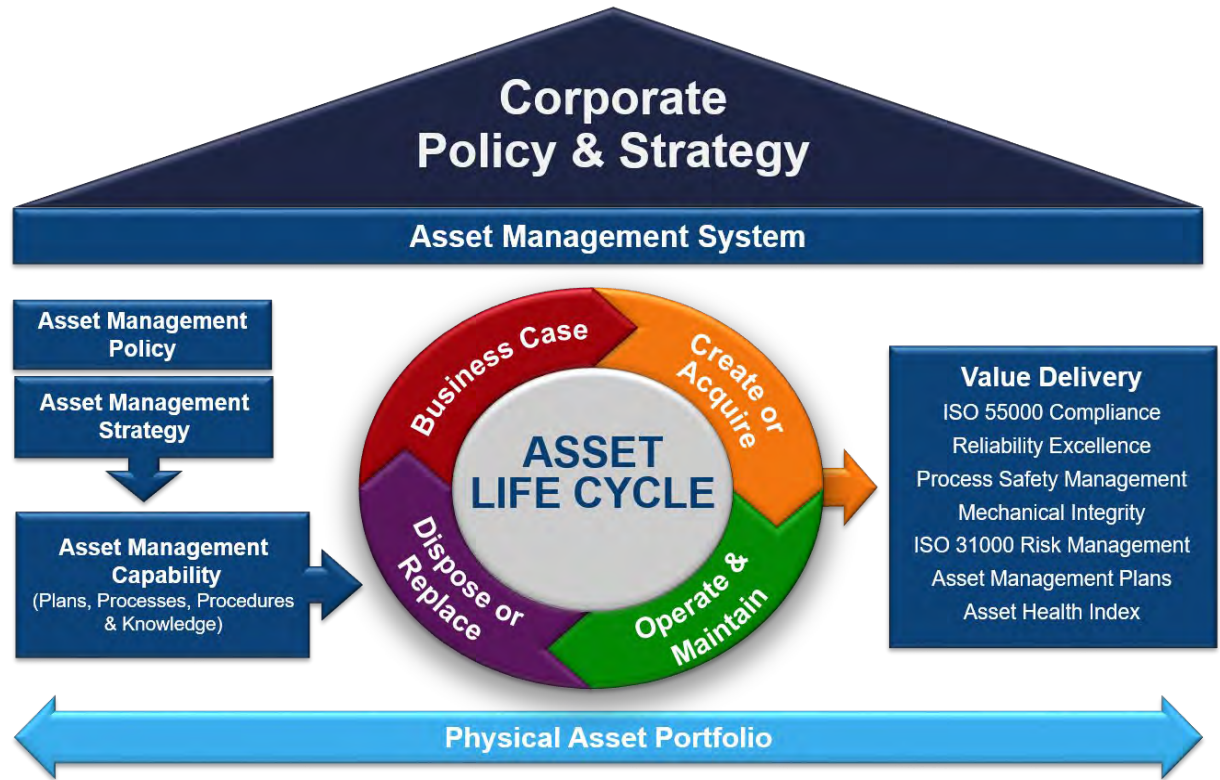
C) Asset Lifecycle

Centered amongst the Business Drivers and overlaying the PDCA cycle, is the management of physical infrastructure. This Asset Management Cycle describes how the various assets are managed. The Asset Lifecycle includes:

- I. Asset procurement, creation, or acquisition - to provide assets to meet current and future needs while achieving the defined levels of service and risks;
- II. Asset operations maintain – to maintain an asset to meet the required functional condition and/or extend its life; and

- III. Asset disposal / replace - To rebuild or replace an asset to restore it to a required functional condition

6. FROM ISO 55000 ASSET MANAGEMENT SYSTEM



7. COUNCIL RESPONSIBILITIES

- 7.1. Council shall review all policies every three years for compliance and effectiveness. While administration, employees, public and other agencies may provide input on the nature and text of the policy. Council retains the authority to approve, update, amend or repeal policies.
- 7.2. Report to ratepayers on the status of the infrastructure assets and asset management program.

8. ADMINISTRATION RESPONSIBILITIES

- 8.1. Review this policy in accordance with the review schedule and identify issues and develop policy updates.
- 8.2. Develop guidelines and practices for the Asset Management program.
- 8.3. Ensure the policy is being implemented in accordance with Greenview's committed levels of service.
- 8.4. Progressively develop and maintain inventories and asset infrastructure.
- 8.5. Establish and monitor infrastructure replacement levels using life cycle costing principles.
- 8.6. Develop and maintain financial plan for the appropriate level of maintenance, extension and decommission of assets.

- 8.7. The implementation, review and reporting back regarding this policy shall be integrated within the organization due to the importance of this policy, the organization's asset management program shall be reported annually to the community, and implementation of this policy reviewed by Council at the mid-point of its term.
9. **ASSET MANAGEMENT ADVISORY COMMITTEE (AMAC)**
- 9.1. Provides a forum for discussion and development of asset management policy, strategy, plans and processes.
- 9.2. Encourages the collaboration and integration between different business areas to achieve efficiency and effectiveness in service delivery.
- 9.3. Provides a forum for learning, information sharing and co-education opportunities.
- 9.4. Leads the development of corporate asset management tools and practices and monitors their application across the organization.
- 9.5. Asset management policy and regulatory and statutory requirements.
- 9.6. The committee is governed by Terms of Reference (TOR) adopted by Council.

Title: Reserves

Policy No: 1502

Effective Date: April 12, 2022

Motion Number: 22.04.193

Supersedes Policy No:

Review Date: April 12, 2025



Purpose: To establish reserves that will allow for future planned and unplanned expenditures required by Greenview. This will also address links to amortization and replacement of assets.

1. DEFINITIONS

- 1.1. **Assets** means economic resources controlled by Greenview as a result of past transactions or events and from which future economic benefits are expected to be obtained. Assets have three essential characteristics:
 - A. They embody a future benefit that involves a capacity, singly or in combination with other Assets, to provide future net cash flows, or to provide goods and services;
 - B. That Greenview can control access to the benefit;
 - C. The transaction or event giving rise to Greenview's control of the benefit has already occurred.
- 1.2. **Contribution** means funds added to a Reserve or Reserve Fund account, for example revenues directly to reserves as included in the annual budget documents or an expense included in the operating budget.
- 1.3. **Commitment** means approval by Council to spend funds up to a specified amount on projects or task, such as capital projects, one-time expenditures, or direct from reserve expenditures.
- 1.4. **Deferred Revenue** that is considered a liability on the Greenview's financial statements, until such time it becomes relevant to current operations. It is set aside as an obligatory reserve fund for a specific purpose required by legislation, regulation, or agreement.
- 1.5. **Financial Assets** means assets that are available to discharge existing liabilities or finance further operations and are not for consumption in the normal course of operations. Examples of financial assets are cash on hand, accounts receivable and inventories for resale.
- 1.6. **Financial reserves** mean an effective tool to support Greenview's asset management planning, as they allow for funds to be set aside to manage assets throughout their lifecycle.
- 1.7. **Greenview** means the Municipal District of Greenview No.16.
- 1.8. **Nominal Value** means the value assigned to an Asset when no Asset valuation method is relevant, or where the accuracy of any estimate could not be supported in an audit. Nominal Value in this context is defined by Greenview to be one Canadian dollar.

- 1.9. **Non-financial Asset** means assets that do not normally provide resources to discharge liabilities. They are employed to deliver Greenview services, may be consumed, or used up on the delivery of those services, and are not generally for sale. Examples of non-financial assets are capital assets and inventories held for consumption or use.
- 1.10. **Reserve Fund** requires the physical segregation of assets and is restricted to meet the purpose of the reserve fund. There are two types of reserve funds: Unrestricted reserves and Restricted reserves.
- 1.11. **Tangible Capital Assets** means non-financial assets having physical substance that:
 - A. Are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance, or repair of other Greenview tangible capital assets;
 - B. Have useful economic lives extending beyond an accounting period;
 - C. Are to be used on a continuing basis in Greenview's operations;
 - D. Are not for sale in the ordinary course of operations; and
 - E. All in Accordance with Tangible Capital Asset Policy 1507

2. POLICY STATEMENT

2.1. Financial Reserves

To provide such services, Greenview is responsible for purchasing, constructing, operating, and maintaining infrastructure. The type and size of Greenview's infrastructure responsibilities will vary among type and can range from relatively small pieces of equipment to multi-million-dollar roads, bridges, water/wastewater systems, and recreation facilities. Financial reserves are a means to pay for the construction or purchase of assets in the future, and to fund asset depreciation to ensure aging infrastructure can be maintained to continue providing necessary levels of service. There are two broad categories of financial reserves used by Greenview:

- A. **Unrestricted reserves** are best described as an account held by Greenview to use for unexpected expenses incurred at a later date. Funds from an unrestricted reserve could be used to repair or replace an asset that fails unexpectedly, or simply to give council flexibility to allocate funds to future projects as needs arise, or in the case of disaster response.
- B. **Restricted Reserve** are funds set aside by Greenview for a specific future project, or as a contingency for excess costs in a specific area. Restricted reserve funds should not be perceived as a measure of Greenview's wealth, as they may be the product of many years of saving and advance planning to fund the purchase or construction of a major asset, or to carry out projects identified in a Greenview's long range capital plan.

2.2. Asset Management

An important aspect of asset management is making long-term budgeting decisions with service levels and asset deterioration in mind. Not preparing for the inevitable repair or replacement of deteriorating assets through the use of reserves could lead to a crisis situation in which Greenview has limited funds available to address a sudden infrastructure failure and are forced to borrow heavily, increase taxes, or significantly reduce service levels. Using reserves to support the proper management of tangible capital assets and addresses their depreciation over the course of their useful life by setting aside funds for their maintenance and continued operation as they amortize.

2.3. Reserve Categories

The categorization of reserve funds has been created by Greenview. Greenview has a number of categories with a variety of items covered within each. These categories broadly fall under asset management, social, economic, and environmental areas, but a single reserve may impact one or more of these purposes.

- A. For the Assets categories are broad, each includes sub-categories that better guide the purposes for which funds are reserved. For example, Greenview's "Fleet Replacement" category includes sub-categories such as lifecycle plans (for scheduled replacement of certain assets), as operational equipment, heavy duty equipment, over 1-ton vehicle, under 1-ton vehicles and environmental needs, and others.
- B. Social, economic, and environmental reserves are put in place to enhance an aspect of Greenview or mitigate a potential risk. These may include such items as supporting recreation, FCSS or economic development. They are often, but not always, linked to key strategic activities within Greenview.

Each sub-category may have its own target reserve amount, which is reviewed and amended by council as part of a regular policy review.

3. COUNCIL RESPONSIBILITIES

- 3.1 Evaluate and approve the policy.
- 3.2 Direct the transfer of funds to and from Reserves and Reserve Funds through the budget process.
- 3.3 Direct the transfer of funds to and from Reserves and Reserve Funds through Council Resolution or Bylaw outside of the budget process.
- 3.4 Direct re-purposing of commitments and the lending or borrowing to and from Reserves and Reserve Funds through Council Resolution or Bylaw.
- 3.5 Direct the creation of new Reserves and Reserve Funds.
- 3.6 Direct the closure or amalgamation of existing Reserves and Reserve Funds that are no longer required.
- 3.7 On lean years surplus of funds will be given to reserves on a prorated system.

4. ADMINISTRATION RESPONSIBILITIES

- 4.1 Evaluate and approve the policy.
- 4.2 As per council decision, create the transfer of funds to and from Reserves and Reserve Funds through the budget process.
- 4.3 As per council decision, create the transfer of funds to and from Reserves and Reserve Funds through Council Resolution or Bylaw outside of the budget process.

- 4.4 As per council decision, re-purpose commitments and the lending or borrowing to and from Reserves and Reserve Funds through Council Resolution or Bylaw.
- 4.5 As per council decision, create new Reserves and Reserve Funds.
- 4.6 As per council decision, close or amalgamate existing Reserves and/ or Reserve Funds that are no longer required.
- 4.7 Ensure that all transactions regarding reserves are approved by and reported to Council.
- 4.8 Manage reserves in accordance with this procedure.
- 4.9 Provide quarterly reports, in accordance with Financial Reporting Policy 1500, to Council regarding reserves and any transfers to and from reserve funds.
- 4.10 Present in each annual capital and operating budget the transactions necessary to comply with this procedure, and to bring Reserve Funds to the minimum levels.
- 4.11 Quarterly reports shall be provided to Council regarding reserves, as well as the transfer to, and transfer from reserves.

5. PROCEDURE

5.1 Reserve Responsibilities

Council is responsible for approving the formation of financial reserves and the approving the processes by which reserves are funded and withdrawn. Administration is responsible for reporting all reserve transactions to council and ensuring reserves are managed in alignment with the policy and legislative requirements. This includes maintaining a continuity schedule of each reserve and monitoring whether actual reserve amounts are sufficient for projects that are budgeted to be funded through reserve. When surplus is nominal, the amounts will be prorated on importance of the reserve based upon guiding principal prorated allocation of amortization based on the annual surplus and Council review.

All categorized Reserves can be found in Appendix A attached.

APPENDIX A

1. Asset Retirement Obligation Liability (PS 3280) Formerly Solid Waste Reserve

- a. Purpose: This liability provides funds for post closure liability costs for Greenview long term liability sites. Post closure liability costs for regional landfills will be budgeted for by Greenview Regional Solid Waste Management Commission. Following the calculation on any new and on-going assets that would follow this category. This is for all long-term liability sites.
 - b. Receives: This Liability receives funds based on calculation found in PS 3280 agreed upon in the PS 3280 policy.
 - c. Interest: This Liability is adjusted from time to time based on future cost estimates and consulting reports.
2. **Bridge Replacement Reserve**
 - a. Purpose: This reserve provides funds for future replacement costs of bridges. Annual contribution based on life cycle costing of bridges and the maintenance there of.
 - b. Receives: This reserve receives funds specifically allocated in the operating budget and receives any amortization of “Engineering Structures – Bridges.”
 - c. Interest: Its prorated share of total reserve.
3. **Community Bus Reserve**
 - a. Purpose: The reserve fund is established to assist in the replacement costs of the Community Bus.
 - b. Receives: This reserve receives funds specifically allocated in the operating budget and receives any amortization with community bus.
 - c. Interest: Its prorated share of total reserve.
4. **Developer Contributions**
 - a. Purpose: This reserve is funded by cash in lieu payments and off-site levies collected from developers.
 - b. Receives: This reserve receives funds received from development agreements and off-site levies.
 - c. Interest: This reserve receives no interest.
5. **Disaster Response Reserve**
 - a. Purpose: This reserve provides funds for emergency funding for Greenview to deal with disasters when they occur, with minimal impact to the approved Operating and Capital Budgets.
 - b. Receives: This reserve receives an annual contribution of \$100k.
 - c. Interest: Its prorated share of total reserve.
 - d. Maximum or Minimum: This reserve shall have a minimum balance of \$1 Million to a maximum balance of \$3 Million.
6. **Economic Development Reserve**
 - a. Purpose: This reserve provides funds for Greenview development projects (property development, etc.) as depicted in the long-term capital plan.
 - b. Receives: This reserve receives funds based on Council’s Economic Development Plan.
 - c. Interest: This reserve receives no interest.
7. **Fire Facilities**

- a. Purpose: This reserve provides funds for Greenview's share of replacement or construction of Fire Halls and other Fire Infrastructure (dry hydrants, etc.) within Greenview and the Towns of Fox Creek and Valleyview.
- b. Receives: This reserve receives annualized contribution based on Fire Hall construction or replacement schedules based on amortization.
- c. Interest: Its prorated share of total reserve.

8. Fire-Rescue Apparatus Vehicle & Equipment Reserve

- a. Purpose: This reserve provides funds for the purchase of Greenview's Fire-Rescue Service Apparatus Vehicle & Equipment Policy 3021.; for Greenview Fire Stations and Greenview's share of apparatus purchases for the Towns of Valleyview and Fox Creek.
- b. Receives: This reserve receives annualized contribution based on apparatus replacement schedule, as per amortization; any proceeds from sale of apparatus. This must be a minimum value of 300k annually, to allow for any emergency purchases.
- c. Interest: Its prorated share of total reserve.

9. Fleet and Equipment Replacement Reserve

- a. Purpose: This reserve ensures funds for replacing fleet and equipment as Fleet and Equipment Replacement policy 4006.
- b. Receives: This reserve receives any amortization of "equipment" or "Automotive Equipment"; salvage revenues received from disposal of equipment and vehicles will be placed into this reserve.
- c. Interest: Its prorated share of total reserve.
- d. Maximum or Minimum: This reserve should contain a minimum level of funds equal to ten (10%) percent of the "Equipment" and "Automotive Equipment" audited Financial Statements, Tangible Capital Assets Net Book Value. This reserve has no maximum.

10. Facilities Reserve

- a. Purpose: This reserve provides funds for replacement or construction costs for Greenview facilities such as offices and maintenance shops. Facilities relating to utilities and emergency services will be funded through their own respective reserve funds.
- b. Receives: This reserve receives annualized contribution based on Building construction or replacement schedules based on amortization
- c. Interest: Its prorated share of total reserve.

11. Greenview Daycare Funding Reserve

- a. Purpose: This reserve fund is established to assist in the costs of developing daycare services in Greenview, which may include building and equipment purchases.
- b. Receives: This reserve receives funds at the discretion of Council.
- c. Interest: Its prorated share of total reserve.

12. Greenview FCSS Reserve

- a. Purpose: This reserve is used to set aside FCSS program surpluses from the FCSS programs operated by Greenview on behalf of the Town of Valleyview. The Green View FCSS Board shall determine the use of funds in this reserve.
- b. Receives: This reserve receives any surplus balance, at the end of a financial year.
- c. Interest: Its prorated share of total reserve.
- d. Maximum or Minimum: This reserve has no maximum or minimum.

13. Gravel Pit Reclamation Reserve

- a. Purpose: This reserve is used for the environmental reclamation of existing gravel pits and as the source and return of deposits and guarantees regarding reclamation.
- b. Receives: This reserve receives funds specifically allocated in the operating budget, plus per tonne charges on waste interred by gravel mined for Greenview use, to pay for environmental reclamation
- c. Interest: Its prorated share of total reserve.
- d. Maximum or Minimum: This reserve has no maximum or minimum.

14. Operating Contingency Reserve

- a. Purpose: This reserve provides funds to supply Greenview with emergency operating funds in case of a large-scale disaster or other disruption to funding sources.
- b. Receives: This reserve receives funds any unallocated surplus funds received during the year.
- c. Interest: Its prorated share of total reserve.
- d. Maximum or Minimum: Target minimum value is \$13M or the average of three months operating costs, which ever is the greater.

15. Project Carry Forward Reserve.

- a. Purpose: This reserve will hold all funds for projects that have been carried over from one year to a subsequent year. This reserve will be funded as needed in any given year. This fund will be tagged with the projects and their codes. Any projects that complete below capital budget, will return surplus back to the unrestricted reserve.
- b. Receives: This reserve receives prior years project carryover funds
- c. Interest: Its prorated share of total reserve.

16. Recreation Reserve

- a. Purpose: This reserve provides funds for construction or replacement of Greenview's recreation facilities (campgrounds, multiplexes, etc.).
- b. Receives: This reserve receives annual Recreation asset amortization plus any other contributions Council provides.
- c. Interest: Its prorated share of total reserve.

17. Road Infrastructure Reserve

- a. Purpose: This reserve provides funds for future years' road construction budget, based on approved capital plans. This reserve will contain an additional amount of \$2M to allow Greenview the ability to react to positive or negative pricing shifts.
- b. Receives: This reserve receives annualized contribution based on Road Structures or replacement schedules based on amortization

18. Interest: Its prorated share of total reserve.

19. Valleyview and District Medical Clinic Building Reserve

- a. Purpose: This reserve fund is established to assist in the costs of future construction/upgrades to the Valleyview & District Medical Clinic Building. The Valleyview & District Medical Clinic Committee shall provide a recommendation to Council of funds for the reserve based on their anticipated budget and surplus there of.
- b. Receives: This reserve receives annualized contribution based on the Valleyview medical Building construction or replacement schedules based on amortization.
- c. Interest: Its prorated share of total reserve.

20. Valleyview & District Medical Clinic Equipment Reserve

- a. Purpose: This reserve fund is established to assist in the costs of future purchases or upgrades to equipment housed in the Valleyview & District Medical Clinic Building. The Valleyview & District Medical Clinic Committee shall provide a recommendation to Council of funds for the reserve based on their anticipated budget and surplus there of.
- b. Receives: This reserve receives funds specifically allocated in the operating budget and receives any amortization with Valleyview medical clinic equipment.
- c. Interest: Its prorated share of total reserve.

21. Water Reserve

- a. Purpose: This reserve provides funds for replacement or construction of water distribution systems and networks within Greenview
- b. Receives: This reserve receives funds based on the life cycle of the water systems and the annual amortization.
- c. Interest: Its prorated share of total reserve.

22. Wastewater Reserve

- a. Purpose: This reserve provides funds for replacement or construction of wastewater collection systems and networks within Greenview
- b. Receives: This reserve receives funds based on the life cycle of the wastewater facilities and the annual amortization.
- c. Interest: Its prorated share of total reserve.



REQUEST FOR DECISION

SUBJECT: Policy 4011 Snow Clearing and Ice Control of Greenview Roadways and Public Buildings

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

MEETING DATE: August 22, 2023 **CAO:** MH **MANAGER:** JF

DEPARTMENT: OPERATIONS **DIR:** JF **PRESENTER:** JF

STRATEGIC PLAN: Governance **LEG:**

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve Policy 4011 “Snow Clearing and Ice Control of Greenview Roadways and Public Buildings” as presented.

BACKGROUND/PROPOSAL:

Administration has reviewed Policy 4011 “Snow Clearing and Ice Control of Greenview Roadways and Public Buildings” and has amended it to include the following minor adjustments:

- Sentence structure changes to ensure clarity
- Updated 3.3 for more accuracy regarding equipment availability
- Added clause to 6.1 that priorities may be adjusted based upon heavy snowfall
- Added service levels for snowplowing as it pertains to approaches.

This policy was reviewed at the July 12th, 2023, Policy Review Committee meeting and the following motion was approved:

MOTION: 23.07.228. Moved by: COUNCILLOR JEN SCOTT

That the Policy Review Committee recommend Council approve Policy 4011 “Snow Clearing and Ice Control of Greenview Roadways and Public Buildings” as amended.

- *Purpose: Refer to municipality as “Greenview”*
- *3.3 (C) add Valleyview*
- *3.5: Change “significant” to “when snowfall thresholds have been met”*
- *3.4: Add “Rural residential snowplowing” as a fifth priority*

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that it will permit Greenview to have an updated Snow Clearing and Ice Control of Greenview Roadways and Public Buildings Policy.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived 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 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 apply any amendments, if applicable, and will proceed as directed.

ATTACHMENT(S):

- Policy 4011 Snow Clearing and Ice Control of Greenview Roadways and Public Buildings-Current
- Policy 4011 Snow Clearing and Ice Control of Greenview Roadways and Public Buildings-Draft

Title: Snow Clearing and Ice Control of Greenview Roadways and Public Buildings

Policy No: 4011

Effective Date: February 22, 2022

Motion Number: 22.02.110

Supersedes Policy No: 333/14 Snow Removal

Review Date: February 22, 2025



Purpose: Define the level response to a snow & ice event within the approved budget parameters. The Municipal District owns several properties having walkways, parking lots & roads which are susceptible to winter conditions. These properties consist of areas open to the public and areas not open to the public throughout Greenview. This policy will lay out a systematic approach for response to a snow or ice event on Greenview properties and roadways.

1. DEFINITIONS

- 1.1. **Arterial Roads** mean major roadways that carry high volumes of traffic.
- 1.2. **Greenview** means the Municipal District of Greenview No 16.
- 1.3. **Minor Snow Event** means a winter storm in which snow of less than 15 cm has accumulated.
- 1.4. **Major Snow Event** means a winter storm in which snow of more than 15 cm has accumulated within the area of a Greenview building.
- 1.5. **Ice Event** means either a freezing rain event or freeze thaw cycle that cause accumulation of ice on walkways and roadways.
- 1.6. **Public Building** means any building owned by Greenview.
- 1.7. **Sanding** means the application of sand, rock chips or salt to the walking or driving surfaces to prevent ice build up and improve traction. This can either be done with the sanding equipment or by hand.
- 1.8. **Snow Removal** means the removal of snow from an area where Greenview business is conducted. This can be by mechanical or manual means and can include just removing the snow from the work area or removing the snow from the site.
- 1.9. **Risk Assessment Tool** means using a formalized approach of analyzing frequency, probability, and severity to determine an appropriate risk priority for each building.

3. PROCEDURE

- 3.1. Greenview standard procedure for the removal of snow and ice is to remove all snow cover down as close as possible to the base layer (pavement, cement, or gravel) then provide a layer of slip protection on paved or cement surfaces by sanding the area.
- 3.2. All snow accumulation located in proximity to regular walkways will be removed to prevent ice events from a freeze thaw cycles.
- 3.3. Equipment:
 - A) The following equipment is available for the removal snow and ice within Greenview.
 - i. Skid Steers – are available in the following locations. Valleyview, DeBolt, Grovedale & Grande Cache.
 - ii. Broom Tractors – are available in Valleyview, DeBolt and Grande Cache
 - iii. Sanding/Plow Truck – this is available in Valleyview and Grande Cache.
 - iv. Snow Blowers – are available in Valleyview and Grovedale.
 - v. Backpack blowers – are available in Grovedale.
 - vi. Snow shovels – are available in all locations.
 - vii. Saltshakers – are available in all locations.
 - viii. Graders – are available in all locations.
 - ix. Tractors with plow blades – are available in Valleyview, DeBolt, Grovedale, and Grande Cache.
- 3.4. Snow Removal Priorities:
 - A) Priority #1: Arterial Roads
 - B) Priority #2: Local Residential Roads, Seasonal Roads, and Collector Roads
 - C) Priority #3: Greenview Walkways, Sidewalks, Parking Lots and Public Buildings
 - D) Priority #4: Back lanes and other areas
- 3.5. Greenview will make every reasonable effort to open all roads within five days following a significant snowfall.

4. RESPONSIBILITIES

- 4.1. Manager and Supervisors
 - A) Review with all affected employees the expectations contained within this policy.
 - B) Work with the team to ensure the most effective methods are being used for snow removal and work with employees to ensure they are managing the effort to prevent injuries.
 - C) Inspect affected areas including buildings, parking lots and roadways to ensure the snow removal is in alignment with the policy and take corrective action as required.
 - D) Quickly address all concerns brought forward by the public or employees and communicate back the solution.
- 4.2. Employees
 - A) Adhere to the expectations as outlined within this policy regarding snow removal.
 - B) Look for ways to continually improve the snow and ice removal process.

5. URBAN ROADWAYS

- 5.1. The criteria for setting snow removal priorities will be based on the following. **In the cases of heavy snowfall, priorities will change with emphasis on emergency services.**
 - A) Major Road and arteries in the community
 - B) Residential Streets

- C) Parking lots, sidewalks and public places
- D) Back lanes and other areas as required

5.2. Snow plowing is to commence when accumulations of snow reaches 3 to 4 centimeters or earlier if deemed necessary. Salt and sand are to be utilized when weather and snow/ice conditions make it practical.

5.3. Snow that has accumulated on the streets shall not be placed onto any privately owned lots.

6. RURAL ROADWAYS

6.1. Arterial Roads/Paved Surface

- A) Positive communications with the R.C.M.P., Alberta Motor Association, Alberta Transportation, and local contacts will be maintained to assist in the gathering of accurate road conditions.
- B) Snow plowing is to commence when accumulations of snow reach 3 to 6 centimeters and conditions are safe to do so. Curves and hills and other safety factors may require earlier attention.
- C) Salt and/or sand are to be utilized when weather and snow/ice conditions make it practical.

6.2. Arterial Roads/Gravel Surface

- A) Snow plowing should commence when snow reaches a depth of 10 to 15 centimeters on the roadway. Drifting conditions may necessitate earlier attention.
- B) It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
- C) Winging of snow into the ditch should be commenced once accumulations reaches 30 centimeters along the shoulder edge.
- D) Every effort should be made to ensure driveways and connecting roads are not plugged with snow.
- E) Sand can be utilized when weather and snow/ice conditions make it practical. Equipment availability, snow removal and ice control priorities, material inventory, and operational effectiveness will be considered prior to utilizing sand on gravel roads.

6.3. Local Roads/Gravel Surface

- A) Plowing of local roads is to commence when arterial, and collector priorities have been plowed and safety conditions allow.
- B) Plowing should commence when snow reaches a depth of 10 to 15 centimeters on the roadway, in accordance to priorities established above. Drifting conditions may necessitate earlier attention.
- C) It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
- D) Winging of snow into the ditch should be commenced once accumulations reach 30 centimeters along the shoulder edge.
- E) Farmland access roads are to be plowed a minimum of twice yearly, unless they are being utilized to such an extent that more frequent maintenance is required.
- F) Residential driveways will only be plowed when all other priorities have been completed and in accordance with Policy 4020.
- G) Driveway plowing, farmland access roads, local roads, and arterial roads may be plowed,

or ice bladed in conjunction with other plowing and ice control measures when it is efficient to do so.

- H) As outlined in Policy 4020 and the Snowplowing Private Driveway Agreement, residential driveway clearing refers to snow removal only, Greenview does not provide sanding and/or ice blading during or after an ice event.

7. GREENVIEW SIDEWALKS WALKWAYS, PARKING LOTS AND PUBLIC BUILDINGS

7.1. Greenview believes it is important to maintain sidewalks and walking surfaces surrounding their buildings to an acceptable standard. All the building can be subjected to significant snow fall accumulations therefore the following priority system has been developed.

- A) **High Priority** – these areas are where the risk assessment tool indicates the risk of injury is high and are open to the public.
- B) **Medium Priority** – following the risk assessment tool these are areas, due to their design, that pose a moderate risk of injury and are open to the public. Or a high risk and are open only to employees.
- C) **Low Priority** – These areas are all other buildings and lands that are owned by Greenview and require snow removal.

7.2. Greenview has created the following timelines to ensure timely delivery of service to the above-mentioned priorities in a minor snow event or ice event.

- 7.2.1. **High Priority** – snow & ice will be removed from walkways, parking lots and roads around buildings within 3 hours of the end of the event or the start of the next business day.
- 7.2.2. **Medium Priority** - snow & ice will be removed from walkways, parking lots and roads around buildings by the next business day from the end of the event.
- 7.2.3. **Low Priority** – these areas will be monitored weekly and will have snow and Ice removed once condition indicate the need to do so.

7.3. Greenview, like all municipalities, does not have unlimited assets dedicated to snow removal, we will do what we can to ensure snow and ice are removed from all areas based on this policy. However, in a major snow event, these timelines may be expanded. All efforts including the use of contractors will be considered to attempt to maintain the expected timelines.

7.4. All complaints received from the public or employees will be thoroughly investigated.

7.5. It is the responsibility of the residents, institutions, and businesses to adequately remove all snow and ice from adjacent sidewalks. When snow is pushed from private property onto Greenview property or roadways and creates a hazard for the public, Greenview equipment, or will adversely affect drainage during melting, the concern will submitted by the Manager of Operation or designate to Greenview's Enforcement Services.

Title: Snow Clearing and Ice Control of Greenview Roadways and Public Buildings

Policy No: 4011

Effective Date: February 22, 2022

Motion Number: 22.02.110

Supersedes Policy No: 4011

Department: Operations

Review Date: February 22, 2025



Legal References:

Not applicable

Cross References:

Policy 4020 "Snowplowing of Rural Residential Driveways"

Purpose: The purpose of this policy is to define the level of response to a snow and ice event within the approved budget parameters. ~~The Municipal District of Greenview No. 16~~ owns several properties with walkways, parking lots and roads that are susceptible to winter weather conditions. As these properties include both public and private areas throughout Greenview, this policy will establish a systematic approach for responding to a snow or ice events on Greenview properties and roadways.

1. DEFINITIONS

- 1.1. **Arterial Roads** mean major roadways that carry high volumes of traffic.
- 1.2. **Greenview** means the Municipal District of Greenview No. 16.
- 1.3. **Minor Snow Event** means a winter storm in which snow of less than 15 cm has accumulated.
- 1.4. **Major Snow Event** means a winter storm in which snow of more than 15 cm has accumulated within the area of a Greenview building.
- 1.5. **Ice Event** means either a freezing rain event or a freeze-thaw cycle that causes accumulation of ice on walkways and roadways.
- 1.6. **Public Building** means any building owned by Greenview.
- 1.7. **Sanding** means the application of sand, rock chips, or salt to the walking or driving surfaces to prevent ice build-up and improve traction. This can either be done with the sanding equipment or by hand.
- 1.8. **Snow Removal** means removing snow from an area where Greenview business is conducted. This can be completed by mechanical or manual means and can include removing the snow from the work area or the snow from the site.
- 1.9. **Risk Assessment Tool** means using a formalized approach of analyzing frequency, probability, and severity to determine an appropriate risk priority for each building.

3. PROCEDURE

- 3.1. Greenview's standard procedure for removing snow and ice is to remove all snow cover ~~down~~ as close as possible to the base layer (pavement, cement, or gravel), then provide a layer of slip protection on paved or cement surfaces by sanding the area.
- 3.2. All snow accumulation located in proximity to regular walkways will be removed to prevent ice events from freeze-thaw cycles.
- 3.3. The following equipment is available to remove snow and ice within Greenview:
 - A) Skid Steers are available in the following locations: DeBolt, Grande Cache, Grovedale, & Valleyview.
 - B) Broom Tractors are available in Valleyview, DeBolt, and Grande Cache.
 - C) Sanding/Plow Trucks ~~this is~~ are available in DeBolt, Grande Cache Grovedale, **Valleyview**.
 - D) Snow Blowers are available in Grovedale and Valleyview.
 - E) Backpack blowers are available in Grovedale.
 - F) Snow shovels are available in all locations.
 - G) Saltshakers are available in all locations.
 - H) Graders are available in all locations.
 - I) Tractors or loaders with plow blades are available in DeBolt, Grande Cache, Grovedale, and Valleyview.
- 3.4. Snow Removal Priorities:
 - A) Priority #1: Arterial Roads.
 - B) Priority #2: Local Residential Roads, Seasonal Roads, and Collector Roads.
 - C) Priority #3: Greenview Walkways, Sidewalks, Parking Lots, and Public Buildings.
 - D) Priority #4: Back lanes and other areas.
 - E) **Priority #5: Rural residential snowplowing.**
- 3.5. Greenview will make every reasonable effort to open all roads within five days **once snowfall thresholds have been met.** ~~following a significant snowfall.~~

4. RESPONSIBILITIES

- 4.1. Manager and Supervisors
 - A) Review with all affected employees the expectations contained within this policy.
 - B) Work with the team to ensure the most effective methods are being used for snow removal, and work with employees to ensure they are managing the effort to prevent injuries.
 - C) Inspect affected areas, including buildings, parking lots, and roadways, to ensure the snow removal aligns with the policy and take corrective action as required.
 - D) Address all public or employee concerns promptly and communicate the solution.
- 4.2. Employees
 - A) Adhere to the expectations as outlined within this policy regarding snow removal.
 - B) Look for ways to improve the snow and ice removal process continually..

5. URBAN ROADWAYS

- 5.1. **In cases of heavy snowfall or ice, priorities may change, with an emphasis on emergency services.** The criteria for setting snow removal priorities will be based on the following:
 - A) Major Roads and arteries in the community;
 - B) Residential Streets;
 - C) Parking lots, sidewalks, and public places; and then

D) Back lanes and other areas as required.

5.2. Snow plowing is to commence when snow accumulations reach 3 to 4 centimeters, or earlier if deemed necessary. Salt and sand are to be utilized when weather, snow or ice conditions make it practical.

5.3. Snow accumulated on the streets shall not be placed onto any privately owned lots.

5.4. During snowplowing operations in urban areas, reasonable efforts will be made to avoid plugging approaches and established accesses utilizing strategic windrowing of snow or a “snow gate” device. This approach may mitigate the amount of snow in front of approaches and accesses but is not guaranteed to eliminate any resulting spill-over of snow or the requirement to windrow snow for operational effectiveness.

6. RURAL ROADWAYS

6.1. The criteria for setting snow removal priorities will be based on the criteria within this section. **In cases of heavy snowfall or ice, priorities may change, with an emphasis on emergency services.**

6.2. Arterial Roads/Paved Surface:

- A) Positive communications with the RCMP, Alberta Motor Association, Alberta Transportation, and local contacts will be maintained to assist in the gathering of accurate road conditions.
- B) Snow plowing is to commence when snow accumulations reach 3 to 6 centimeters, and conditions are safe to do so. Curves, hills, and other safety factors may require earlier attention.
- C) Salt and/or sand are to be utilized when weather, snow or ice conditions make it practical.
- D) Residential and industrial approaches on rural paved roads will be routinely snowplowed as part of snowplowing operations or as priorities allow during heavy snowfall events. On a lower priority basis, other approaches may be plowed where snow accumulation adversely affects drifting or drainage, including melting snowbanks which can run onto the driving surface and freeze. Rural field access approaches will not routinely be plowed for any other reason.

6.3. Arterial Roads/Gravel Surface

- A) Snow plowing should commence when snow reaches a depth of 10 to 15 centimeters on the roadway. Drifting conditions may necessitate earlier attention.
- B) It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
- C) Winging of snow into the ditch should be commenced once accumulations reach 30 centimeters along the shoulder edge.
- D) Every effort should be made to ensure driveways and connecting roads are not plugged with snow.
- E) Sand can be utilized when weather and snow or ice conditions make it practical. Equipment availability, snow removal and ice control priorities, material inventory, and operational effectiveness will be considered prior to utilizing sand on gravel roads.
- F) Residential and industrial approaches on rural arterial gravel roads will be routinely snowplowed as part of snowplowing operations or as priorities allow during heavy

snowfall events. On a lower priority basis, other approaches may be plowed where snow accumulation adversely affects drifting or drainage, including melting snowbanks which can run onto the driving surface and freeze. Rural field access approaches will not routinely be plowed for any other reason.

6.4. Local Roads/Gravel Surface

- A) Plowing of local roads is to commence when arterial, and collector priorities have been plowed and safety conditions allow.
- B) Plowing should commence when snow reaches a depth of 10 to 15 centimeters on the roadway, in accordance with the priorities established above. Drifting conditions may necessitate earlier attention.
- C) It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
- D) Winging of snow into the ditch should be commenced once accumulations reach 30 centimeters along the shoulder edge.
- E) Farmland access roads are to be plowed a minimum of twice yearly unless they are being utilized to such an extent that more frequent maintenance is required.
- F) Residential driveways will only be plowed when all other priorities have been completed and in accordance with Policy 4020.
- G) Driveway plowing, farmland access roads, local roads, and arterial roads may be plowed, or ice bladed in conjunction with other plowing and ice control measures when it is efficient to do so.
- H) Residential and industrial approaches on local gravel roads will be routinely snowplowed as part of snowplowing operations or as priorities allow during heavy snowfall events. On a lower priority basis, other approaches may be plowed where snow accumulation adversely affects drifting or drainage, including melting snowbanks which can run onto the driving surface and freeze. Rural field access approaches will not routinely be plowed for any other reason.

7. GREENVIEW SIDEWALKS, WALKWAYS, PARKING LOTS, AND PUBLIC BUILDINGS

7.1. Greenview believes it is important to maintain sidewalks and walking surfaces surrounding their buildings to an acceptable standard. All the buildings can be subjected to significant snowfall accumulations; therefore, the following priority system has been developed.

- A) **High Priority** – these areas are where the risk assessment tool indicates the risk of injury is high and are areas open to the public.
- B) **Medium Priority** – following the risk assessment tool, these areas, due to their design, pose a moderate risk of injury and are open to the public. Or pose a high risk and are open only to employees.
- C) **Low Priority** – These areas are all other buildings and lands owned by Greenview and require snow removal.

7.2. Greenview has created the following timelines to ensure the timely delivery of service to the above-mentioned priorities in a minor snow event or ice event.

- A) **High Priority** – snow and ice will be removed from walkways, parking lots, and roads around buildings within 3 hours of the end of the event or the start of the next business day.
- B) **Medium Priority** - snow and ice will be removed from walkways, parking lots, and roads around buildings by the next business day from the end of the event.
- C) **Low Priority** – these areas will be monitored weekly and will have snow and ice removed once conditions indicate the need to do so.

7.3. Like all municipalities, Greenview does not have unlimited assets dedicated to snow removal. Still, based on this policy, we will do what we can to ensure snow and ice are removed from all areas outlined in this policy. However, in a major snow event, these timelines may be expanded. All efforts, including the use of contractors, will be considered to attempt to maintain the expected timelines.

7.4. All complaints pertaining to snow removal and ice control services received from the public or employees will be investigated.

7.5. It is the responsibility of the residents, institutions, and businesses to adequately remove all snow and ice from adjacent sidewalks. When snow is pushed from private property onto Greenview property or roadways and creates a hazard for the public, Greenview equipment, or will adversely affect drainage during melting, the concern will be submitted to Greenview's Enforcement Services by the Manager of Operations or designated representative.

DRAFT



REQUEST FOR DECISION

SUBJECT:	Policy No: 4020 Snow Removal Rural Residential Driveways		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: JF
DEPARTMENT:	OPERATIONS	DIR: JF	PRESENTER: JF
STRATEGIC PLAN:	Governance	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve Policy No. 4020 “Snowplowing of Rural Residential Driveways”, as presented.

BACKGROUND/PROPOSAL:

Administration has reviewed Policy 4020 Snowplowing of Rural Residential Driveways and has amended it to include:

- Minor adjustments to sentence structure to ensure clarity
- Added new items under Policy and a subcategory under Procedure
- Proposed a change to the name of the policy as the activity undertaken by Greenview on rural residential driveways is snowplowing and not the removal of snow
- Gated Communities were added to the list of properties not eligible for this service. This would affect one property in particular in the area of Sturgeon Lake.
- Providing clarity for residents that displaying the sign is a clear indication that they are requesting the service.
- On July 12, 2023, Policy Review Committee meeting, the Committee directed that 2.8 be struck through. The proposed draft policy does not provide availability for the driveway snowplowing service in the Co-ops & Enterprises.

This policy was reviewed at the July 12th, 2023, Policy Review Committee meeting and the following motion was approved:

MOTION: 23.07.229. Moved by: COUNCILLOR SALLY ROSSON

That the Policy Review Committee recommend Council approve Policy 4020 “Snowplowing of Rural Residential Driveways” as amended.

- *Add clause to notify agreement holder of program changes rather than requiring applicants to annually fill out form*
- *Applicant responsibilities: Add applicant required to inform Greenview of any site changes*
- *Remove 2.8*

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that it will permit Greenview to have an updated Snowplowing of Rural Residential Driveways policy.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived 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 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 apply any amendments, if applicable, and will proceed as directed.

ATTACHMENT(S):

- Policy No: 4020 Snow Removal Rural Residential Driveways - Current
- Policy No: 4020 Snow Removal Rural Residential Driveways – Draft
- Current Snowplowing Private Driveways Agreement

- Snowplow Flag Rental Agreement – Co-ops & Enterprises
- Current Schedule of Fees – Relevant snowplowing portion

Title: Snow Removal Rural Residential Driveways

Policy No: 4020

Effective Date: May 11, 2020

Motion Number: 20.05.280

Supersedes Policy No: OP 24

Review Date: May 11, 2023



Purpose: To establish guidelines under which driveway clearing services may be provided to rural residents of Greenview.

DEFINITIONS

Greenview means the municipal corporation of the Municipal District of Greenview No. 16.

Hamlet Residential Property means residential property located within a hamlet within Greenview, including Little Smoky, Ridgevalley, DeBolt, Landry Heights, Grovedale and Grande Cache.

Non-resident means a commercial or institutional property.

Rural Resident means a resident residing outside the boundaries of a hamlet of Greenview.

POLICY

1. Driveway snow removal for rural residents of Greenview will be provided by Greenview on a low priority basis.
2. Rural Residents who wish to have their driveways cleared must first enter into a one-time "Snowplowing Private Driveways" Agreement on the necessary forms releasing Greenview, and Greenview employees and agents from any potential liability arising from snowplow operations on private property.
3. The snowplowing service fee will be established by Council in the "Schedule of Fees" for Greenview.
4. This policy does not apply to non-residential property and hamlet residential property.
5. Private parking areas, granary access, hay access, and other areas are not considered driveways, and will not be cleared.
6. The driveway will be cleared only when all other priorities have been completed.
7. An exception is made to this policy for the Grande Cache Co-operatives as follows provided Permission to Enter agreements are signed by each Co-operative.

7.1 Residents of the Co-operatives may purchase, in advance, snowplow flags for residential driveways from the Grande Cache Public Services Building for

snowplowing services. The fee is established by Council annually in accordance with the "Schedule of Fees" for Greenview. The fee for one flag shall be for each 400 meters, or portion thereof, of driveway to be cleared.

7.2 Snowplowing is to be provided at no charge by Greenview to the school bus routes located within the Grande Cache Co-operatives.

PROCEDURE

8. The Resident will be issued a snowplow sign indicating the resident's Agreement number. The snowplow sign is to be placed at a location that is easily visible to the operator when the Resident is requesting the snowplow service. The operator will record the agreement number acknowledging that the driveway has been plowed.
9. Greenview will forward statements to the Resident showing all charges incurred by the Resident for snowplowing completed by Greenview and the Resident will be required to pay for all charges not later than thirty (30) days immediately following the date of the invoice. In the event that the Resident does not pay his/her account, Greenview will not perform further snowplowing until the account is paid and any account remaining outstanding will be a debt due to Greenview.
10. The operator will have the right to refuse to clear a driveway should they have any doubts about safety, equipment damage, or the ability to exit the site.
11. If a renter does not pay the required fee, it will be applied to the landowner as per the "Snowplowing Private Driveways" Agreement.

Title: Snowplowing of Rural Residential Driveways

Policy No: 4020

Effective Date: Date passed in Council

Motion Number:

Supersedes Policy No: 4020

Department: Operations

Review Date: (3 Years from date approved)



Legal References:

Not applicable

Cross References:

Bylaw 23-930 "Schedule of Fees"

Snowplowing Private Driveway Agreement

Purpose: To establish guidelines under which rural residential driveway snowplowing services may be provided to rural residents of Greenview.

1. DEFINITIONS

- 1.1. **Approach** means the connection between the outside edge of the shoulder or curb line and the right-of-way line of a road, intended to provide vehicular access to, from, or across the road and the adjacent or adjoining property.
- 1.2. **Co-Operatives** means the Co-ops & Enterprises in the Grande Cache Area.
- 1.3. **Gated Community** means a multi-residential property where access is controlled by a gate.
- 1.4. **Greenview** means the municipal corporation of the Municipal District of Greenview No. 16.
- 1.5. **Hamlet Residential Property** means residential property located within a hamlet within Greenview, including DeBolt, Grande Cache, Grovedale, Little Smoky, Landry Heights, Ridgevalley.
- 1.6. **Multi-Parcel Subdivision** means a subdivision with more than 2 subdivided parcels.
- 1.7. **Non-residential Rural Property** means a rural commercial, agricultural, or institutional property or any other property not intended and approved for permanent residence.
- 1.8. **Resident** means a rural resident residing outside the boundaries of a hamlet of Greenview.

2. POLICY STATEMENT

- 2.1. Greenview will provide snowplowing for rural residents on a low-priority basis.
 - A) Low priority means that areas will be monitored weekly and will have snow and ice removed once conditions indicate the need to do so.

- 2.2. All Residents who wish to have their driveways cleared must first enter into a ~~one-time~~ "Snowplowing Private Driveway Agreement" releasing Greenview, Greenview employees and agents from any potential liability arising from snowplow operation on private property. Greenview will not proceed until all documentation is complete. A sign will be provided at that time.
- 2.3. Agreements cannot be re-assigned to another person or transferred to another property.
- 2.4. Snowplow signs remain the property of Greenview. Lost or stolen signs will be replaced by Greenview at the expense of the Resident, as per the most current Schedule of Fees bylaw.
- 2.5. This policy does not apply and snowplowing services are not available to Non-residential Rural Property, Hamlet Residential Property, Multi-Parcel Subdivisions, or Gated Communities.
- 2.6. Private parking areas, granary access, hay access, and other areas are not considered driveways and will not be cleared.
- 2.7. Resident driveways will only be cleared once all other snow removal priorities have been completed. These include, in order of priority:
 - A) Arterial roads;
 - B) Local residential roads, seasonal roads, and collector roads
 - C) Greenview sideways, sidewalks, parking lots, and public buildings; and
 - D) Back lanes and other areas.
- 2.8. ~~If Greenview offers this service to the Co-Operatives and Enterprises, the governing body must sign the liability forms and pay for the service.~~

3. PROCEDURE

- 3.1. The Resident will be issued a snowplow sign indicating their agreement number. The snowplow sign is to be placed at a location easily visible to the equipment operator at the driveway entrance when the Resident requests the snowplowing service. The equipment operator will record the agreement number acknowledging that the driveway has been plowed.
 - A) It is the sole responsibility of the Resident not to display the snowplow sign when not requesting the service. Displaying the sign at the driveway entrance will be understood as the Resident's request for snowplowing service.
- 3.2. Greenview will forward statements to the Resident showing all charges incurred by the property for snowplowing completed by Greenview, and the Resident will be required to pay for all charges within thirty (30) days immediately following the date of the invoice. If the Resident does not pay their account, Greenview will not provide further snowplowing until the account is paid, and any account remaining outstanding will be a debt due to Greenview.
- 3.3. Greenview will have the right to refuse to clear a driveway should the equipment operator have any concerns about their safety, equipment damage, private property damage, or the ability to exit the site.
- 3.4. If a renter does not pay the invoiced fee, it will be applied to the landowner as per the "Snowplowing Private Driveways Agreement."

4. APPLICANT RESPONSIBILITIES

- 4.1. The applicant is responsible for completing the “Snowplowing Private Driveway Agreement.”
- 4.2. The applicant is responsible for ensuring their snowplow sign is displayed appropriately for service requests or refusal.
- 4.3. The applicant shall pay all invoiced charges within thirty (30) of receiving the invoice.
- 4.4. The applicant is required to inform Greenview of any site changes since their last completed “Snowplowing Private Driveway Agreement.”

5. COUNCIL RESPONSIBILITIES

- 5.1. Council shall annually establish the snowplowing service fees in the Schedule of Fees bylaw.

6. ADMINISTRATION RESPONSIBILITIES

- 6.1. Administration shall administer the Rural Residential Snowplow program as per the service levels determined in this policy.
- 6.2. Administration shall notify agreement holders of program changes.

DRAFT



MUNICIPAL DISTRICT OF GREENVIEW

SNOWPLOWING PRIVATE DRIVEWAY AGREEMENT

The personal information on this form is collected under the authority of s33(c) and s39(1)(a)(b) of the Freedom of Information and Protection of Privacy (FOIP) Act. The information will be used to process your application. Your name, contact information and address may be used to carry out current and/or future construction, operating programs, services, or activities of Greenview. If you have any questions about the collection, use or disclosure of your personal information, please contact Greenview's FOIP Coordinator at 780-524-7600 or foip@mdgreenview.ab.ca.

SNOWPLOW SIGN # _____

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN

THE MUNICIPAL DISTRICT OF GREENVIEW NO. 16

(Hereinafter called "Greenview")

AND

THE RESIDENT/LANDOWNER

LAST NAME: _____		FIRST NAME: _____		INITIAL: _____	
Legal Land Location:	NW SW NE SE	-	-	W	M
	(Please circle)	SEC	TWP	RGE	
Rural Address:	_____				
Mailing Address:	_____		Phone #: _____		
	_____		Alternate #: _____		
	_____		Email: _____		
Do you Own?	YES NO				
Rent/Lease	YES NO	If yes, Landowner Name _____			
	Landowner Address _____				

Initial _____



MUNICIPAL DISTRICT OF GREENVIEW

WHEREAS the Resident desires Greenview to plow their private driveway due to snow accumulation.

THE RESIDENT AND GREENVIEW AGREE:

1. Greenview will snowplow the Resident's driveway at the discretion of Greenview once requested by the Resident. Displaying the sign at the driveway entrance is the Resident's request for snowplowing service.
2. The Resident will pay Greenview a fee as identified in the Schedules of Fees Bylaw, which can be amended by Council from time to time.
3. The Resident shall receive a one-time Snowplow Request Sign indicating the Resident's agreement number. The Snowplow Sign is to be placed at a location that is easily visible to the Equipment Operator at the driveway entrance when the Resident is requesting the service. The Equipment Operator shall record the appropriate Agreement number acknowledging that the driveway has been plowed and Greenview shall invoice the Resident.

It is the sole responsibility of the Resident to not display the sign when not requesting the service. Displaying the sign at the driveway entrance is the Resident's request for snowplowing service.

4. Greenview shall forward statements to the Resident showing all charges incurred by the Resident for snowplowing completed by Greenview and the Resident shall pay for all charges within thirty (30) days immediately following the invoice date of the account by the Resident. If the Resident does not pay their account, Greenview will not provide the service until the account is paid and any balance remaining outstanding shall be a debt due to Greenview.
5. Residential snowplowing services will be provided as described in Greenview Policy which can be amended by Council from time to time.
6. The driveway will be cleared as time and priorities allow. Driveways will be done **ONLY** when it is efficient and/or all other priorities have been completed.
7. This agreement can be terminated by either party within **seven (7) days** written notice.
8. The Resident and Landowner agree to hold Greenview, its servants, contractors, agents, and employees harmless against all loss, damage, or injury, however caused regarding this snowplowing service.

Initial_____



MUNICIPAL DISTRICT OF GREENVIEW

9. This Agreement cannot be re-assigned or transferred.
10. Greenview reserves the right to refuse snowplowing of any driveway.
11. Snowplow Signs remain the property of Greenview. **Lost or stolen signs will be replaced by Greenview at the expense of the Resident** as per the Schedules of Fees Bylaw which can be amended by Council from time to time.
12. Greenview will inform the Resident of any policy or rate changes regarding the snowplowing service by providing 30 days notice in writing with a request of acknowledgement from the agreement holder via digital communication or in writing. If no acknowledgement is received the service will be suspended. The notice and acknowledgement will become part of this agreement.
13. The Resident acknowledges and agrees that they have **READ** and **UNDERSTAND THE TERMS** of this Agreement.
14. This agreement replaces any prior snowplow agreement associated with snowplow sign #_____ and/or with the site.

Acknowledgement of Resident

Print Name

Sign Name

ACKNOWLEDGMENT OF LANDOWNER(S) (if not Resident above)

The Landowner(s) acknowledges that the Resident above is entering into an agreement with Greenview for snowplowing the private driveway at the legal location indicated above. The Landowner(s) agrees to hold the Municipal District of Greenview No. 16, its servants, contractors, agents, and employees harmless against all loss, damage, or injury, however caused regarding this snowplowing service.

Print Name

Sign Name

Print Name

Sign Name

Print Name

Sign Name



MUNICIPAL DISTRICT OF GREENVIEW

SNOWPLOW SIGN # _____

Resident Name: _____

Phone Number: _____

Legal Land Location: _____

Rural Address: _____

Length of Driveway: _____

Special Instructions:

The Equipment Operator shall have the right to refuse to clear a driveway should they have any doubts about safety, equipment damage, or the ability to exit the site.

Initial _____



MUNICIPAL DISTRICT OF GREENVIEW

Please draw diagram of yard site indicating location of buildings and location of driveway requested to be plowed.

	Approach	
Highway # _____	OR	Township Road # _____
		OR
		Range Road # _____



Date: _____

Snow Plow Flag Rental Agreement

www.mdgreenview.ab.ca

780-827-5155

Renter's Name: _____

Phone Number: _____

Address: _____

The snow plow flags are a onetime use only. When it snows, you will place your flag at the end of your driveway, and the plow will come and take the flag after plowing your driveway. If you want your driveway plowed again, you will need to purchase more flags at the MD Office in Grande Cache.

Payment: _____ Flag # Issued: _____

_____ GST

TOTAL PAYMENT: _____

Renter' Signature: _____

M. D. of Greenview, Administrative Support Clerk: _____



BYLAW NO. 22-930 of the Municipal District of Greenview No. 16

	Description	GST Status*	Fee	Unit
Commercial Solid Waste Bin Rental Example: <i>Commercial Solid Waste Bin Rental (\$50.00) + Dumping Fee (\$80.00) = \$130.00 per month per bin</i> <i>Greenview provides pick-up service once a week.</i>				
Commercial Recycle Bin Rental Example: <i>Commercial Recycle Bin Rental (\$15.00) + Dumping Fee (\$80.00) and Recycle Fee (\$10.25) = \$105.25 per month per bin</i> <i>Greenview provides pick-up service once a week.</i>				
13.	Grande Cache Landfill Fees			
i.	Greenview Residents		No Fees	
ii.	Mixed Load Disposal Fee (Residents and Commercial)	E	\$210.00	per Tonne
iii.	Commercial Waste (By Approval Only)	E	\$105.00	per Tonne
iv.	Burnable Wood (Excludes Creosote, Treated Wood and Similar Materials) Clean Mulch/Woodchips Metal Cement/Concrete	E	\$55.00	per Tonne
v.	Freon	E	\$50.00	per Unit for Removal

OPERATIONS – Schedule I

	Description	GST Status*	Fee in \$	Unit
1.	Snowplowing Signs			
i.	Any Driveway up to 400 Meters	E	\$50.00	Per 400 m
ii.	Any Driveway Greater than 400 Meters up to 800 meters	E	\$75.00	
iii.	Any driveway over 800 meters up to 1200 meters.	E	\$100.00	
iv.	For each additional 400 meters over 1200 meters	E	\$25.00	
v.	Lost or Replacement Signs	E	\$30.00	Per Sign
2.	Culverts – Used or Salvaged			
i.	500 mm or Less	T	\$13.00	Per m
ii.	600 mm	T	\$15.00	Per m
iii.	700 mm	T	\$16.00	Per m
iv.	800 mm	T	\$25.00	Per m
v.	900 mm	T	\$28.00	Per m
vi.	1000 mm	T	\$29.00	Per m
vii.	1200 mm or Greater	T	\$30.00	Per m



REQUEST FOR DECISION

SUBJECT: **Policy 4025 Dust Control**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: August 22, 2023
DEPARTMENT: OPERATIONS
STRATEGIC PLAN: Governance

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH MANAGER: JF
DIR: JF PRESENTER: JF
LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Schedule of Fees Bylaw No. 22-930

RECOMMENDED ACTION:

MOTION: That Council approve Policy 4025 “Dust Control”, as presented.

BACKGROUND/PROPOSAL:

Administration has reviewed Policy 4025 Dust Control and is recommending an adjustment to Section 4 to include the late dust control application fee as per Greenview’s Schedule of Fees. To date, the current dust control policy has not been updated to reflect this change. Additional proposed changes include updated definitions, removed playgrounds from identified areas as it falls under the definition of “parks,” and further clarified process for industrial road users.

This policy was reviewed at the July 12th, 2023, Policy Review Committee meeting and the following motion was approved:

MOTION: 23.07.230. Moved by: COUNCILLOR CHRISTINE SCHLIEF

That the Policy Review Committee recommend Council approve Policy 4025 “Dust Control” as amended.

- *1.6 fix list of legal hamlets*

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that it will permit Greenview to have an updated dust control policy that reflects the January 2023 Council approved rates for the dust control program.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. If the policy is not updated to reflect the late fee, it will conflict with the fee currently reflected in the Schedule of Fees Bylaw No. 22-930, as indicated in the Operations Department's 2023 dust control application.

ALTERNATIVES CONSIDERED:

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

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 apply any amendments, if applicable, and will proceed as directed.

ATTACHMENT(S):

- Policy 4025 Dust Control - Current
- Policy 4025 Dust Control – Draft
- Schedule of Fees Bylaw No. 22-930 Pg 29 (relevant portion)

Title: Dust Control

Policy No: 4025

Effective Date: February 23, 2021

Motion Number: 21.02.069

Supersedes Policy No: OP 05

Review Date: February 23, 2024



Purpose: To provide dust control to residents on all roads maintained by Greenview, subject to available funds and as indicated annually.

1. DEFINITIONS

1.1. **Greenview** means the Municipal District of Greenview No. 16.

2. POLICY STATEMENT

2.1. Greenview recognizes that dust from gravel roads may create health, safety or general nuisance concerns for residents and therefore offers a dust control program to mitigate the impact of dust in front of residents. Greenview will, at no charge to the property owner, apply dust control as deemed necessary by Administration to municipal roads adjacent to the following areas:

- A) School Sites
- B) Hamlets
- C) Parks
- D) Greenview Landfills and Transfer Stations
- E) Cemeteries
- F) Community Centers
- G) Playgrounds
- H) Public Sports Facilities (including Golf Courses)
- I) Designated gravel haul routes from municipal gravel pits and
- J) Any other site owned or controlled by the public sector.

2.2 Individual requests not included in the above list, but deemed to be in the public interest, will be assessed on a case-by-case basis by Administration. Criteria for inclusion in the “no-charge” program will be:

- A) Safety
- B) Traffic volume
- C) Proximity to and location on the traveled roadway (must normally be within 100 meters of the road and on the south or east side of a road)
- D) Roadway geometry as determined by Administration and
- E) Be approved by the Chief Administrative Officer

3. PROCEDURE

- 3.1. Greenview will supply dust control to residents, subject to payment of fee as follows;
 - A) The established fee will cover the first 200 meters. Any additional length over 200 meters will be paid in full by the applicant at the full cost for the dust control agent as established by Council annually.
 - B) Multi-Parcel Country Residential Subdivisions – applicants with multi-parcel subdivisions have the option of applying for 100 meters of dust control at the established fee.
- 3.2. Multi-Parcel country residential subdivisions will be eligible under this policy for dust control agents. Where a single application will serve adjoining residences, it is the responsibility of the landowners to work out the distribution of costs.

4. APPLICATION

- 4.1. All residents who wish to be considered for the program must apply each year.
- 4.2. Applications must be in writing on the prescribed form and will be accompanied by the fee for dust control.
- 4.3. Applications will be received up to and including April 15th of each year or if April 15th falls on a weekend it will be the next business day.
- 4.4. Late applications will not be accepted.

5. COUNCIL RESPONSIBILITIES

- 5.1. Council will establish a fee for residential and commercial dust control in the Schedules of Fees.

6. ADMINISTRATION RESPONSIBILITIES

- 6.1. Administration will advertise the dust control program each year in January (if possible), February, March and the first week of April.
- 6.2. Greenview will apply a dust control agent according to the following guidelines:
 - A) Locations will be staked as per the applicant's request.
 - B) The dust control agent will be applied once annually as conditions permit.
 - C) Greenview does not guarantee in any way the effectiveness of the dust control agent or application. Once the agent has been applied no refunds will be made.
 - D) Greenview reserves the right to maintain or grade the treated section(s) of roadway as necessary to maintain a safe driving surface and/or to optimize performance of the dust control product.

Title: Dust Control

Policy No: 4025

Effective Date:

Motion Number:

Supersedes Policy No:

Department: Operations

Review Date:



Legal References:

Not applicable

Cross References:

Bylaw 22-930 "Schedule of Fees"
Bylaw 18-800 "Land Use Bylaw"
Bylaw 799 "Land Use Bylaw" – Grande Cache

Purpose: To provide dust control to residents on gravel roads maintained by Greenview, subject to available funds and as indicated annually.

1. DEFINITIONS

- 1.1. **Cemeteries** means designated land or facility for burials.
- 1.2. **Community Center** means a building or group of buildings for a community's educational and recreational activities.
- 1.3. **Greenview** means the Municipal District of Greenview No. 16.
- 1.4. **Greenview Landfill** means a place to dispose of refuse and other waste material by burying it and covering over it with soil.
- 1.5. **Greenview Transfer Station** means a facility that receives waste from the community where it is consolidated by transferring it to a larger vehicle for more efficient and economical transport to another waste management facility for disposal or recycling.
- ~~1.6.~~ **Hamlet** means an unincorporated community administered by and within the boundary of, Greenview consisting of five or more dwellings and containing parcels of land used for non-residential. Includes DeBolt, Grande Cache, Grovedale, Landry Heights, Little Smoky, Ridgevalley. ~~and Sunset House.~~
- 1.7. **Multi-Parcel Country Subdivision** means a subdivision with more than two (2) subdivided parcels.
- 1.8. **Park** means any land designated by Greenview for recreational use and may include but is not limited to municipal reserves, environmental reserves, campgrounds, day use areas, playgrounds, or boat launches.

- 1.9. **Public Sports Facilities** means areas of sports, gymnasiums, health spas, swimming pools, golf courses, and other similar places where members of the public assemble to engage in physical exercise.
- 1.10. **School Site** means a facility used for public daycare, kindergarten, elementary, or secondary school purposes, including buildings or structures, school zones, playgrounds, and athletic fields.

2. POLICY STATEMENT

- 2.1. Greenview recognizes that dust from gravel roads may create health, safety or general nuisance concerns for residents and therefore offers a dust control program to mitigate the impact of dust in front of residential properties and other identified areas. Greenview may, at no charge to the property owner, apply dust control as deemed necessary by Administration to municipal roads adjacent to the following areas:
 - A) School Sites;
 - B) Hamlets;
 - C) Multi-Parcel Subdivisions;
 - D) Parks;
 - E) Greenview Landfills and Transfer Stations;
 - F) Cemeteries;
 - G) Community Centers;
 - H) Public Sports Facilities (including golf courses);
 - I) Designated gravel haul routes from municipal gravel pits; and
 - J) Any other site owned or controlled by Greenview.
- 2.2. Individual requests not included in the above list but deemed to be in the public interest will be assessed on a case-by-case basis by Administration. Criteria for inclusion in the “no-charge” program will be:
 - A) Safety
 - B) Traffic volume
 - C) Proximity to and location on the travelled roadway (must normally be within 50 meters of the road and on the south or east side of a road)
 - D) Geometric design of roadway as determined by Administration.

3. PROCEDURE

- 3.1. Greenview will supply dust control to occupied residential properties, subject to payment of fee as follows:
 - A) The established fee will cover the first 200 meters. Any additional length over 200 meters will be paid by the applicant according to Greenview’s Schedule of Fees Bylaw established annually by Council.
 - B) Multi-Parcel Country Residential Subdivisions
 - i. Applicants within multi-parcel subdivisions can apply for 100 meters of dust control at the established fee. Any additional length over 100 meters will be paid by the applicant according to Greenview’s Schedule of Fees Bylaw established by Council annually.
- 3.2. Multi-Parcel Country Residential Subdivisions will be eligible under this policy for a dust control agent. Where a single application will serve adjoining residences, it is the responsibility of the landowners to work out the distribution of costs.
- 3.3. Industrial road users and road use agreement holders may be required to supply, apply for, or otherwise provide dust mitigation on haul routes as per Greenview’s Road Use Agreement.

In some instances, and upon receiving an application form, Greenview may supply this service. If in front of a residence, the industrial user will be charged the residential rate as per Greenview's Schedule of Fees Bylaw. All other industrial applications will be charged the industrial rate as per Greenview's Schedule of Fees Bylaw.

4. APPLICATION

- 4.1. All residents or industrial road users who wish to be considered for the program must apply annually.
- 4.2. Applications must be in writing on the prescribed form and must be accompanied by the fee for dust control.
- 4.3. Applications will be received up to and including April 15th of each year, or the following business day if April 15th falls on a weekend.
- 4.4. Late applications may be accepted and are subject to a late dust control application fee as per Greenview's Schedule of Fees Bylaw. The acceptance of late applications is not guaranteed and is subject to product availability, operational priorities, and the scheduling of the dust control program.

5. COUNCIL RESPONSIBILITIES

- 5.1. Council shall establish a fee for residential and commercial dust control in the Schedules of Fees Bylaw.

6. ADMINISTRATION RESPONSIBILITIES

- 6.1. Administration will advertise the dust control program each year in January through April up to the application deadline.
- 6.2. Greenview will apply a dust control agent according to the following guidelines:
 - A) Locations will be staked prior to the product being applied as per the applicant's request;
 - B) The dust control agent will be applied once annually as conditions permit;
 - C) Greenview does not guarantee in any way the effectiveness of the dust control agent or application. Once the agent has been applied, no refunds will be made; and
 - D) Greenview will make every reasonable effort to preserve the viability of the dust control site. However, Greenview reserves the right to maintain or grade the treated section(s) of roadway as deemed necessary to maintain a safe driving surface, perform road maintenance requirements, or to optimize performance of the dust control product.



BYLAW NO. 22-930 of the Municipal District of Greenview No. 16

	Description	GST Status *	Fee in \$	Unit
3.	Dust Control			
i.	Application of Calcium Product for Residents and Landowners (up to April 15 th Each Year)	T	\$375.00	Per 200 m
ii.	Late Dust Control Application Fee (Applications submitted or mailed after April 15)	T	\$500.00	Per 200 m
iii.	Plus: for sections over 200 meters	T	\$6.55	Per Linear Meter
iv.	Application of Calcium Product for Multi-Parcel Subdivisions	T	\$250.00	Per 100 m
v.	Application of Calcium Product for Industrial and Road Use Agreement Holders (up to April 15 th Each Year) <i>If in front of a residence, the industrial user will be charged the residential rate for a maximum distance of 200 meters</i>	T	\$1310.00	Per 200 m
vi.	Plus: for sections over 200 meters	T	\$6.55	Per Linear Meter
4.	Road Bond			
i.	Overload Road Bond Fees (Non-Refundable Payment)	E	\$1,125.00	Per km
ii.	Plus: Security Deposit (Refundable Subject to Final Inspections)	E	\$6,375.00	Per km
iii.	Fixed Fee for the TRAVIS MJ Permitting System	E	\$25.00	Per Permit
5.	Community Aggregate			
i.	Community Aggregate Payment Levy	E	\$0.40	Per Tonne
6.	Equipment Rental			
i.	All Equipment Rentals will be calculated based upon the previous year's ARHCA Equipment Rental Rates Guide	T	100% of previous year's ARHCA rate	Per Equipment
7.	Road Inspection Fee			
i.	Pre-haul and post-haul inspections for log hauls, over-dimension or overweight hauls, rig moves, pipeline work, road bond requests, road ban exemption requests, or any road inspections required mid-haul due to terms of road use agreement not being kept	T	\$250.00	Per Inspection

PLANNING AND DEVELOPMENT – SCHEDULE J



REQUEST FOR DECISION

SUBJECT: **2023 Scholarship Recipients**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: August 22, 2023
DEPARTMENT: COMMUNITY SERVICES
STRATEGIC PLAN: Culture, Social & Emergency Services

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH
DIR: MH
LEG:

MANAGER:
PRESENTER: LD/LL

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) – Policy 8008 – Postsecondary Scholarships

RECOMMENDED ACTION:

MOTION: That Council authorize funding to the recipients in the total amount of \$15,000.00 as indicated on the 2023 Trade-Diploma Program Scholarship Recommendations Listing, with funds to come from the Community Services budget.

MOTION: That Council authorize funding to the recipients in the total amount of \$25,000.00 as indicated on the 2023 Degree Program Scholarship Recommendations Listing, with funds to come from the Community Services budget.

BACKGROUND/PROPOSAL:

The Trade-Diploma Program Scholarship provides an opportunity for students enrolled in a program of study that leads to the granting of a diploma, certificate, or involves a trade or apprenticeship program to apply for a \$1,500.00 scholarship. The Scholarships policy defines an eligible student as one who meets the scholarship criteria established in the general principles for selection:

The Degree Program Scholarship provides the opportunity for students in an integrated course of study leading to an academic degree to apply for a \$2,500.00 scholarship.

Applicant responsibilities for the selection of the scholarships include the following:

- a) Greenview Residency;
- b) Financial Need;
- c) Community involvement, volunteerism, or extracurricular activities;
- d) Participation in a work experience program or other work placement program (applicable for Trade-Diploma program only);
- e) Academic Achievement; and shall
- f) Submit a non-family character reference.

Administration reviewed the applications to determine the student’s financial need, community involvement, work experience or other work placement program, G.P.A. or course average, residency, and applicable application status from the previous year, as well as evaluated the student as having a minimum course average of 60% as the indicator. Financial need was based on student loans and whether the student was self-financing. A nonfamily character reference is a new requirement as of February 2023 when the Policy was revised. A total of 24 eligible applicants did not submit a non-familial character reference. As this is a new requirement, Administration emailed the applicants requesting a non-familial character reference.

A scoring matrix was prepared to evaluate the student’s applications with the names being removed to provide anonymity and to safeguard the personal information enclosed in the student applications. In accordance with the weight agreed to by Council, for the Trade-Diploma Program scholarships, 40% was based on financial need, 30% on community involvement, and 30% based on work experience programs. For the Degree Program Scholarships, 40% is based on financial need, 30% on community involvement and 30% on grades.

Administration has prepared a Postsecondary Scholarship Recommendations Listing based on the applicants that met all the criteria. There were 18 Trade-Diploma applications received and 11 applicants qualified as per the specifications. The 7 applicants that did not qualify were not Greenview residents.

Administration has prepared a Degree Program Scholarship Recommendations Listing based on the applicants that met all the criteria. There were 31 Degree Program Scholarship applications received and 28 applicants qualified as per the specifications. The 3 applicants that did not qualify were not Greenview residents.

The 2023 scholarships budget is \$50,000.00.

-
- BENEFITS OF THE RECOMMENDED ACTION:**
1. The benefit of Council accepting the recommended motions is that Council will disperse the 2023 Scholarship funds to the applicants that met the established Scholarship criteria.

-
- DISADVANTAGES OF THE RECOMMENDED ACTION:**
1. There are no perceived disadvantages to the recommended motions.

ALTERNATIVES CONSIDERED:
Alternative #1: Council has the alternative to amend the recommended motions.

FINANCIAL IMPLICATION:
Direct Costs: \$15,000.00- 2023 Trade-Diploma Program
\$25,000.00- 2023 Degree Program

Ongoing / Future Costs: N/A

STAFFING IMPLICATION:

There are no staffing implications for 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 disperse the Trades-Diploma Program Scholarships and the Degree Program Scholarships in accordance with Council's decision.

ATTACHMENT(S):

- 2023 Trade – Diploma Program Scholarship Recommendations
- 2023 Degree Program Scholarship Recommendations

TRADE-DIPLOMA PROGRAM SCHOLARSHIP RECOMMENDATIONS

Name:	Eligible Amount:	Administrative Notes:
1. Mitchael Dube	\$1,500.00	[REDACTED]
2. Tyson Hollingworth	\$1,500.00	[REDACTED]
4. Tyler Wirth	\$1,500.00	[REDACTED]
3. Jessica Burgoyne	\$1,500.00	[REDACTED]
5. Reid Dorscheid	\$1,500.00	[REDACTED]

TRADE-DIPLOMA PROGRAM SCHOLARSHIP RECOMMENDATIONS

Name:	Eligible Amount:	Administrative Notes:
6. Kenton Morrison	\$1,500.00	[REDACTED]
7. Holly Mulligan	\$1,500.00	[REDACTED]
8. Nicholas Lavalee	\$1,500.00	This applicant met all the general principles for selection and attained a high [REDACTED]
9. Ethan Schultz	\$1,500.00	[REDACTED]
10. Makenna Ferraby	\$1,500.00	[REDACTED]
Total:	\$15,000.00	

2023 DEGREE PROGRAM SCHOLARSHIP RECOMMENDATIONS

Name:	Eligible Amount:	Administrative Notes:
1. Lucas MacQueen	\$2,500.00	
2. Ty Holmes	\$2,500.00	
3. Aquin Nolan	\$2,500.00	
4. Ashlyn Werklund	\$2,500.00	
5. Mackenzie O'Reilly	\$2,500.00	

2023 DEGREE PROGRAM SCHOLARSHIP RECOMMENDATIONS

Name:	Eligible Amount:	Administrative Notes:
6. Kareen Halabi	\$2,500.00	
7. Brooklyn Dreyer	\$2,500.00	
8. Miya Dreyer	\$2,500.00	
9. Chris Boulet	\$2,500.00	
10. Cyrus Paradayil	\$2,500.00	

2023 DEGREE PROGRAM SCHOLARSHIP RECOMMENDATIONS

Name:	Eligible Amount:	Administrative Notes:
All Total:	\$25,000.00	



REQUEST FOR DECISION

SUBJECT:	Little Smoky Baseball Diamond Agreement		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER:
DEPARTMENT:	COMMUNITY SERVICES	DIR: MH	PRESENTER: LD
STRATEGIC PLAN:	Culture, Social & Emergency Services	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to enter into an agreement with the Little Smoky Community Center for the purpose of operating a community baseball diamond within the municipal reserve located at SE 25 – 66 – 22 – W5M.

BACKGROUND/PROPOSAL:

Greenview has a municipal reserve within the Hamlet of Little Smoky currently being used for several purposes including the Little Smoky Community Center, Little Smoky Riverbend Park, and an informal baseball diamond. To formalize operations within the municipal reserve, Administration is proposing to outline different sections of the property via maps and formal agreements.

There is currently an informal baseball diamond within the property that is maintained by the Little Smoky Community Centre Board (the Board) and the community, with some occasional lawn mowing assistance from the Outdoor Recreation department. The Little Smoky Recreation Board has received a \$20,000.00 grant from Pembina Pipelines for upgrades to the existing baseball diamond. Upon receiving the grant, the Board approached Greenview Administration to discuss approval processes and recommendations.

The plan for the upgrades to the baseball diamonds is to establish the site as a standard diamond which would allow the community to host baseball tournaments. This will include the removal of some trees, the replacement of the backstop, the installation of perimeter fencing, levelling of the ground, and the installation of shale.

To allow the Board to move forward with this baseball diamond project, Administration is recommending that Council authorize entering into a formal written agreement with the Little Smoky Community Centre for the purpose of operating a community baseball diamond within the municipal reserve located at SE 25 – 66 – 22 – W5M.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that there will be a formal agreement in place for the baseball diamonds in Little Smoky thus protecting the best interest of both Greenview and the Little Smoky Community Centre.
2. The benefit of Council accepting the recommended motion is that the Little Smoky Community Centre will be able to get authorization to complete the upgrades to the ball diamond they have received grant funding for.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not take any action. This is not recommended as it will cause unnecessary delays in the Little Smoky Community Centre completing upgrades to the baseball diamonds, which may cause issues with their grant funding from Pembina Pipelines.

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 Council approves the recommended motion, Administration will proceed with completing an agreement with the Little Smoky Community Centre.

ATTACHMENT(S):

- Draft Land Lease Agreement (Including a Map)

Land Lease Agreement

Entered into and agreed to this ____ day of _____, 2023

Between:

MUNICIPAL DISTRICT OF GREENVIEW NO. 16
(hereby known as "Lessor")

And

Little Smoky Community Center
(hereby known as the "Lessee")

I/WE, of the Municipal District of Greenview # 16 in the Province of Alberta, being the registered owner of an estate in fee simple subject, however, to the reservations and exceptions contained in the original Grant from the Crown and the existing Certificate of Title, of all that certain tract of land situate in the Province of Alberta, being composed of:

____ Acres within SE 25 – 66 – 22 – W5M

Subject to any exceptions or reservations of mines and minerals appearing on the title, but, in any case, excepting thereout all mines and minerals: (Hereinafter referred to as "the said lands").

For the consideration of **One (\$1.00) Dollar** receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, DO HEREBY GRANT, TRANSFER and CONVEY unto the Lessee for themselves, their servants, agents and contractors the right, licence, liberty, privilege and easement to use that portion of the said lands, being:

The lease of the lands for the purpose of the operation of a community baseball diamond.

The lands are approximately as shown shaded on the Schedule A sketch plan attached hereto which forms part of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

1. The Lessee shall save harmless and keep indemnified the Lessor from and against all claims or demands made against him by any other person for any injury or damage resulting from or in any way arising out of the exercise of the Lessee by the rights herein before granted.
2. The Lessee shall carry additional comprehensive general liability Insurance in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS, inclusive per occurrence, and for an amount sufficient to cover any claim against the Lessor because of facts, acts or omissions resulting from activities or administrative decisions of the Lessee. Against bodily injury, death, environmental and property damage, including loss of use thereof.

Such insurance shall include:

- (i) Premises, Property and Operations Liability;
- (ii) Products and Completed Operations Liability;

Commented [DW(1)]: Will confirm once I have the map finished.

- (iii) Owner's and Contractor's Protective Liability;
- (iv) Blanket Written Contractual Liability;
- (v) Personal Injury Liability; and
- (vi) Liability With Respect to Owned and Non -Owned Vehicles.

Commented [DW(2)]: Should be confirmed with Jamie

3. The Lessee shall provide proof of insurance yearly.
4. The term of the lease is Twenty (20) years so long as the Lessee operates in good standing as the Little Smoky Community Center.
5. The land shall only be used by the Lessee for the operation of a community baseball diamond or any other uses mutually agreed to by both parties in writing.
6. The Lessee shall not alter the land without written consent from the Lessor.
7. In carrying out any activities on the land the Lessee shall comply with all federal, provincial and municipal laws to the extent they apply and obtain necessary approvals, licenses and permits.
8. The Lessee shall keep the land in a clean and attractive condition and will not allow refuse to collect and will not create any nuisance on the land.
9. The Lessor may terminate the lease in any of the following circumstances:
 - a. where the land is not being used for the purposes set out in the lease.
 - b. where the Lessee notifies the Lessor of its dissolution.
 - c. Where the Lessee does not carry appropriate insurance or does not provide proof of said insurance.
10. The Lessee shall not sublet, encumber, or change the lands in any way without the express written consent of the Lessor.
11. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, successors and permitted, as the case may be, assigns.
12. Termination of the lease by the Lessor or Lessee shall be upon 180 days written notice to the other party, and the Lessor, upon termination may re-enter and take possession of the lands.
13. All notices to be given hereunder, may be given to the Lessee or Lessor by registered letter addressed to:
 - a) to the Lessor:

Municipal District of Greenview No. 16
Box 1079, 4806 – 36 Avenue, Valleyview, AB T0H 3N0
Attention: Director, Community Services
 - b) to the Lessee:

Little Smoky Community Center

Box 45
Little Smoky, Alberta
T0H 3Z0
Attention: President

or at such other address, in either case, as the Lessor or Lessee respectively may, from time, to time appoint in writing and any notice shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid.

11. Words herein importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized Signatories on the day and year first above written.

Witness:


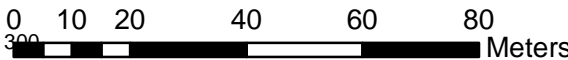
Lessor:

Witness:

Lessee:

The personal information collected on this form is being collected under the authority of Sections 33 and 39(1)(a)(b) of the Alberta Freedom of Information and Protection of Privacy Act, and Section 301.1 of the Municipal Government Act. The information will be used to process your application(s), your name, contact telephone number and address may be used to carry out current and/or future construction and operating programs, services or activities of the Municipality. If you have any questions about the collection, use or disclosure of the personal information provided, please contact the Freedom of Information and Protection of Privacy Coordinator at 780.524.6079.



	TITLE: Little Smoky Baseball Diamond Agreement Map			DATE: August 2023
	LOCATION: SE 25 - 66 - 22 - W5M	SCALE: 1:1,300		DRAWN BY: D. Wood



REQUEST FOR DECISION

SUBJECT: **New Fish Creek Community Hall Grant Request**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: August 22, 2023 CAO: MH MANAGER:
DEPARTMENT: COMMUNITY SERVICES DIR: MH PRESENTER: LL/LD
STRATEGIC PLAN: Culture, Social & Emergency Services LEG:

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) –Policy 8002-Community Grants

RECOMMENDED ACTION:

MOTION: That Council approve a capital grant up to \$175,000.00 to the New Fish Creek Association for a new roof for the New Fish Creek Community Hall, with funds to come from the Community Grants & Sponsorships budget.

BACKGROUND/PROPOSAL:

The New Fish Creek Community Hall was built in 1985 and is owned by Greenview and operated by the New Fish Creek Association. The New Fish Creek Association is a registered non-profit organization that has been active since 1964.

The New Fish Creek Community Hall is utilized by the community throughout the year for various events including an annual yard sale, weddings, reunions, local 4-H etc., and the outdoor arena at the New Fish Creek Hall is also used significantly throughout the winter months.

The New Fish Creek Community Hall roof is in dire need of repair and has been discussed at board meetings attended by Administration over the last year. In the spring/summer of 2022 quotes to repair the roof were obtained (see attached), ranging from cost estimates of \$108,778.00 to \$125,000.00. During Facility Maintenance's assessment of Greenview Halls & Arenas in the summer of 2022, the top priority identified at the New Fish Creek Hall was the roof repair. When Administration met with the board to review the New Fish Creek Hall assessment, the roof repair was also the top priority of the board. As per facility maintenance's recommendation, the plan is to add an additional layer of insulation over the existing roof and infill, followed by the application of a torch-down membrane. This proposed solution is estimated to incur an approximate cost of \$150,000.00.

The New Fish Creek Association is seeking alternative grant funding, recently applying for the Rural Communities Foundation UFA Grant. The deadline for this grant is August 31, 2023, applications are reviewed in September and the successful applicants are announced mid-October. Successful applicants for this grant will be awarded a minimum of \$10,000.00 up to a maximum of \$100,000.00.

To ensure funding is secured for the repairs to the New Fish Community Hall roof, Administration recommended the New Fish Creek Association apply to Greenview for a grant for the new roof on the New Fish Creek Community Hall for the full amount so construction can start as soon as possible. If the entirety of the Greenview grant is not required, the Association would return the unused funds to Greenview as stated in Policy 8002- Community Grants.

Greenview has supported the New Fish Creek Community Hall throughout the years and provides an annual operating grant of which was \$16,500.00 in 2023.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview would be supporting the sustainability of a Greenview-owned community hall that contributes to quality of life.
2. The benefit of Council accepting the recommended motion is that Greenview would be securing funding for the New Fish Creek Association allowing them to move forward with the roof project while awaiting possible alternative funding.
3. The benefit of Council accepting the recommended motion that Greenview would be supporting a project that was identified as a priority by Greenview facility maintenance and the New Fish Creek Association during the facility assessment.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternatives to provide a different grant amount or take no action to the recommended motion.

FINANCIAL IMPLICATION:

Direct Costs: Up to \$175,000.00

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 New Fish Creek Association of Council's decision.

ATTACHMENT(S):

- Grant Request
- Project Quotes & Photos

New Fish Creek Community Association
Box 1656
Valleyview Alberta
T0H 3N0
July 26, 2023

The New Fish Creek Hall has been an active hub in our small rural community since 1964.

At our location, 1/2 mile off a paved secondary road we have a Community Municipal Waterpoint, a Skating Rink, a Ball Field, and an adjacent Cemetery.

Our Hall building is a place that sees our community gather as families start with Weddings. We celebrate Birthdays, Anniversaries, Christmas Baking, Skating Parties, Family Reunions, and Celebrations of Life.

The New Fish Creek Hall is also the home base for a very active 4-H Multi-Club that uses its accommodation to host Meetings, Communication Events, Workshops and Social gatherings on a regular basis.

Unfortunately, our building is needing some repair and care as it ages. Over the winter months, we have noticed that we are getting water puddles on the floor in the hall. Upon investigation, it was found that the insulation is no longer sufficient, and it is allowing condensation to build up on the metal roof and then leak down when the building is warm. Which has caused the insulation to mold and dislodge further. We also found that some of the rubber washers have broken away from the screws holding the roofing in place allowing movement in places and moisture to enter.

The Hall association has taken this seriously and understands that this needs to be repaired before more damage is done to the building and before mold becomes a concern for the health of the community members.

A few quotes have been invited, with prices far higher than we expected for a proper repair. It was explained that the roof exterior needs some repair, and better insulation needs to be installed. And then from the inside, the ceiling will have to be removed so the moldy insulation can be discarded and cleaned up and then the ceiling reinstalled and damaged ceiling tiles need replacement as well.

With this large financial commitment needed, we find ourselves seeking grant opportunities, and so we ask that your organization see the value in our Hall as we see it, not just as a building but as our Community Centre.

Thank you for considering our request for funding.

Michelle Hagen
New Fish Hall Community Association
President
780-524-8826

2023 Grant Application (October 15, 2022 deadline)

Row 51

Name of Organization	New Fish Creek Community Association
Address of Organization	Box 1656
Form Date Field	147
Contact Name	Michelle Hagen
Phone Number	7805248826
Purpose of Organization	To oversee the use and maintenance of the New Fish Creek Community Centre.
Purpose Continued	
Position of Contact Person	President
What act are you registered under?	Societies Act
Registration No.	500043393
Grant Type	Capital Grant
Total Amount Requested	140,000.00
Proposed Project	Repair leaking Roof that is causing damage to the building and growing mold in the insulation. Hire roofing company to Install insulated roof with 2-Ply membrane over the existing metal roof. Remove Ceiling Tiles and suspension from inside the building to remove moldy insulation. Reinstall ceiling tiles and replace those that are damaged.
Have you previously applied for a grant from MD	
Previous Grant App from MD	Yes
Final Completion Report Provided	Yes

to 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	For the purchase of Puck board to repair our skating rink.
----------------------	--

Year Grant Received	2022
----------------------------	------

Amount of Grant	6000.00
------------------------	---------

List the donatee, purpose and amount	We have applied for a Grant from UFA. Requesting the maximum amount of \$100,000.00. We will not know results of that until late October 2023.
---	--

What type of fundraising & how much did you raise?	
---	--

Signature	Michelle Hagen
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Date	07/26/23
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Financial Statement

Administration Recommendations

Email	lastdollarranch@gmail.com
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Column41	
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MD Logo	
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Email Comm.	
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Column44	
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List for Recognition	Facebook thank you, Signage at the hall.
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2023-07-19

Accrual Basis

NEW FISH CREEK ASSOCIATION
Profit & Loss Detail
January through December 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
CONCESSION								
Cheque	2022-07-06	3461	CO-OP GROCERY			ATB CHEQ...	-73.37	-73.37
Cheque	2022-12-22	3474	CO-OP GROCERY			ATB CHEQ...	-136.10	-209.47
Total CONCESSION							-209.47	-209.47
CONCESSION INC								
Deposit	2022-07-04		Yardsale	Deposit		ATB CHEQ...	395.25	395.25
Deposit	2022-11-14		CONCESSION	Deposit		ATB CHEQ...	90.50	485.75
Total CONCESSION INC							485.75	485.75
Donation								
Deposit	2022-05-18		Estate of Wilma ...	Deposit		ATB CHEQ...	200.00	200.00
Total Donation							200.00	200.00
FLOAT								
Cheque	2022-06-24	3456	colleen young			ATB CHEQ...	-500.00	-500.00
Deposit	2022-07-04		Yardsale	Deposit		ATB CHEQ...	500.00	0.00
Total FLOAT							0.00	0.00
GRANT (OPERATING)								
Deposit	2022-11-18		MD of Greenview...	Deposit		ATB CHEQ...	15,000.00	15,000.00
Total GRANT (OPERATING)							15,000.00	15,000.00
Total Income							15,476.28	15,476.28
Expense								
CLEANING SUPPLIES (vacuum)								
Cheque	2022-06-03	3455	ALESHIA BEAU...			ATB CHEQ...	280.29	280.29
Total CLEANING SUPPLIES (vacuum)							280.29	280.29
Damage Deposit income								
Deposit	2022-01-04		Kirsten King	Deposit		ATB CHEQ...	-200.00	-200.00
Deposit	2022-05-13		Mark Vetsch	Deposit		ATB CHEQ...	-200.00	-400.00
Deposit	2022-05-13		Cherish Goodswi...	Deposit		ATB CHEQ...	-200.00	-600.00
Deposit	2022-11-25		Yvonne Brulot	Deposit		ATB CHEQ...	-200.00	-800.00
Deposit	2022-12-02		Yvonne Brulot	Deposit		ATB CHEQ...	-200.00	-1,000.00
Total Damage Deposit income							-1,000.00	-1,000.00
Damage Deposit paid								
Cheque	2022-12-02		Yvonne Brulot			ATB CHEQ...	200.00	200.00
Total Damage Deposit paid							200.00	200.00
Damage Deposit paid (cash for Y								
Cheque	2022-12-02		colleen young			ATB CHEQ...	200.00	200.00
Total Damage Deposit paid (cash for Y							200.00	200.00

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2023-07-19

Accrual Basis

NEW FISH CREEK ASSOCIATION
Profit & Loss Detail
January through December 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Damage Deposite Back								
Cheque	2022-01-04	3446	Kirsten King			ATB CHEQ...	200.00	200.00
Cheque	2022-05-18	3454	Cherish Goodswi...			ATB CHEQ...	200.00	400.00
Cheque	2022-06-03	3453	Mark Vetsch			ATB CHEQ...	200.00	600.00
Total Damage Deposite Back							600.00	600.00
GRANT (rink)								
Cheque	2022-05-04	3452	VALLEYVIEW B...			ATB CHEQ...	5,486.25	5,486.25
Cheque	2022-08-24	3465	VALLEYVIEW B...			ATB CHEQ...	497.49	5,983.74
Cheque	2022-11-07	3468	VALLEYVIEW B...			ATB CHEQ...	103.88	6,087.62
Total GRANT (rink)							6,087.62	6,087.62
Grant (rink) food for work bee								
Cheque	2022-11-17	3469	CO-OP GROCERY			ATB CHEQ...	122.17	122.17
Total Grant (rink) food for work bee							122.17	122.17
GRANT (rink) screws								
Cheque	2022-11-15	3470	Tina Rosland			ATB CHEQ...	153.78	153.78
Total GRANT (rink) screws							153.78	153.78
Grounds keeper								
Cheque	2022-06-29	3457	Sylvia Barks			ATB CHEQ...	300.00	300.00
Cheque	2022-07-12	3458	Andy Labrecque			ATB CHEQ...	100.00	400.00
Cheque	2022-08-05	3464	Sylvia Barks			ATB CHEQ...	425.00	825.00
Cheque	2022-10-11	3466	Sylvia Barks			ATB CHEQ...	150.00	975.00
Total Grounds keeper							975.00	975.00
INSURANCE								
Cheque	2022-02-04	3448	RMA Insurance			ATB CHEQ...	257.50	257.50
Cheque	2022-03-21	3451	MD of Greenview...			ATB CHEQ...	3,394.58	3,652.08
Cheque	2022-12-28	3473	RMA Insurance			ATB CHEQ...	204.75	3,856.83
Total INSURANCE							3,856.83	3,856.83
Kitchen supplies								
Cheque	2022-07-04	3460	colleen young			ATB CHEQ...	573.39	573.39
Total Kitchen supplies							573.39	573.39
REPAIR & MAINT								
Cheque	2022-06-27	3459	TERESA GORD...			ATB CHEQ...	1,051.52	1,051.52
Cheque	2022-09-27	3463	TOM GORDON			ATB CHEQ...	255.00	1,306.52
Cheque	2022-10-18	3467	TOM GORDON			ATB CHEQ...	99.50	1,406.02
Total REPAIR & MAINT							1,406.02	1,406.02
Replace weed trimmer								
Cheque	2022-07-07	3462	VALLEYVIEW B...			ATB CHEQ...	494.95	494.95
Total Replace weed trimmer							494.95	494.95

6:59 PM
2023-07-19
Accrual Basis

NEW FISH CREEK ASSOCIATION

Profit & Loss Detail

January through December 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
SERVICE FEE								
Cheque	2022-11-30		bank			ATB CHEQ...	0.60	0.60
Cheque	2022-12-31		bank			ATB CHEQ...	0.60	1.20
Total SERVICE FEE							1.20	1.20
stop payment								
Cheque	2022-04-01		bank			ATB CHEQ...	12.00	12.00
Cheque	2022-12-02		bank			ATB CHEQ...	12.00	24.00
Total stop payment							24.00	24.00
Table rentals								
Deposit	2022-07-04		Yardsale	Deposit		ATB CHEQ...	-220.00	-220.00
Total Table rentals							-220.00	-220.00
Utilities								
Cheque	2022-01-07		DIRECT ENERGY			ATB CHEQ...	284.19	284.19
Cheque	2022-01-12		TELUS			ATB CHEQ...	57.03	341.22
Cheque	2022-01-24		EAST SMOKY G...			ATB CHEQ...	758.99	1,100.21
Cheque	2022-02-08		DIRECT ENERGY			ATB CHEQ...	417.51	1,517.72
Cheque	2022-02-14	3449	TELUS			ATB CHEQ...	57.02	1,574.74
Cheque	2022-02-18		EAST SMOKY G...			ATB CHEQ...	507.86	2,082.60
Cheque	2022-03-01		DIRECT ENERGY			ATB CHEQ...	337.18	2,419.78
Cheque	2022-03-15		EAST SMOKY G...			ATB CHEQ...	454.74	2,874.52
Cheque	2022-03-15		TELUS			ATB CHEQ...	57.02	2,931.54
Cheque	2022-04-04		DIRECT ENERGY			ATB CHEQ...	494.81	3,426.35
Cheque	2022-04-12		TELUS			ATB CHEQ...	57.16	3,483.51
Cheque	2022-04-26		EAST SMOKY G...			ATB CHEQ...	387.85	3,871.36
Cheque	2022-05-03		DIRECT ENERGY			ATB CHEQ...	337.41	4,208.77
Cheque	2022-05-13		EAST SMOKY G...			ATB CHEQ...	370.86	4,579.63
Cheque	2022-05-13		TELUS			ATB CHEQ...	57.16	4,636.79
Cheque	2022-06-13		TELUS			ATB CHEQ...	57.16	4,693.95
Cheque	2022-06-21		DIRECT ENERGY			ATB CHEQ...	290.28	4,984.23
Cheque	2022-07-04		DIRECT ENERGY			ATB CHEQ...	546.34	5,530.57
Cheque	2022-07-04		EAST SMOKY G...			ATB CHEQ...	143.08	5,673.65
Cheque	2022-07-13		TELUS			ATB CHEQ...	61.72	5,735.37
Cheque	2022-08-12		TELUS			ATB CHEQ...	59.69	5,795.06
Cheque	2022-08-23		EAST SMOKY G...			ATB CHEQ...	55.40	5,850.46
Cheque	2022-09-12		TELUS			ATB CHEQ...	59.69	5,910.15
Cheque	2022-09-19		EAST SMOKY G...			ATB CHEQ...	26.25	5,936.40
Cheque	2022-10-04		DIRECT ENERGY			ATB CHEQ...	224.40	6,160.80
Cheque	2022-10-13		EAST SMOKY G...			ATB CHEQ...	26.25	6,187.05
Cheque	2022-10-13		TELUS			ATB CHEQ...	59.69	6,246.74
Cheque	2022-11-04		DIRECT ENERGY			ATB CHEQ...	360.16	6,606.90
Cheque	2022-11-14		TELUS			ATB CHEQ...	59.69	6,666.59
Cheque	2022-11-18		EAST SMOKY G...			ATB CHEQ...	97.50	6,764.09
Cheque	2022-12-09		DIRECT ENERGY			ATB CHEQ...	288.73	7,052.82

6:59 PM

2023-07-19

Accrual Basis

NEW FISH CREEK ASSOCIATION
Profit & Loss Detail
 January through December 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Cheque	2022-12-09		EAST SMOKY G...			ATB CHEQ...	619.28	7,672.10
Cheque	2022-12-13		TELUS			ATB CHEQ...	59.69	7,731.79
Total Utilities							7,731.79	7,731.79
Total Expense							21,487.04	21,487.04
Net Ordinary Income							-6,010.76	-6,010.76
Other Income/Expense								
Other Income								
INTEREST RECIEVED								
Deposit	2022-01-31	bank	Deposit			ATB CHEQ...	2.15	2.15
Deposit	2022-02-28	bank	Deposit			ATB CHEQ...	1.89	4.04
Deposit	2022-03-31	bank	Deposit			ATB CHEQ...	2.00	6.04
Deposit	2022-04-29	bank	Deposit			ATB CHEQ...	1.80	7.84
Deposit	2022-05-31	bank	Deposit			ATB CHEQ...	1.64	9.48
Deposit	2022-06-30	bank	Deposit			ATB CHEQ...	1.54	11.02
Deposit	2022-07-29	bank	Deposit			ATB CHEQ...	1.48	12.50
Deposit	2022-08-31	bank	Deposit			ATB CHEQ...	1.45	13.95
Deposit	2022-09-30	BACK PAGE	Deposit			ATB CHEQ...	1.38	15.33
Deposit	2022-10-31	bank	Deposit			ATB CHEQ...	1.40	16.73
Deposit	2022-11-30	bank	Deposit			ATB CHEQ...	1.60	18.33
Deposit	2022-12-31	bank	Deposit			ATB CHEQ...	1.98	20.31
Total INTEREST RECIEVED							20.31	20.31
Memb, dues and fees (non-rec'd)								
Deposit	2022-05-13	membership	Deposit			ATB CHEQ...	17.50	17.50
Deposit	2022-09-19	membership	Deposit			ATB CHEQ...	15.00	32.50
Deposit	2022-10-18	Memebership	Deposit			ATB CHEQ...	10.00	42.50
Total Memb, dues and fees (non-rec'd)							42.50	42.50
Rental Income (land and bldgs)								
Deposit	2022-01-04	Kirsten King	Deposit			ATB CHEQ...	400.00	400.00
Deposit	2022-05-13	Mark Vetsch	Deposit			ATB CHEQ...	100.00	500.00
Deposit	2022-05-13	Cherish Goodswi...	Deposit			ATB CHEQ...	600.00	1,100.00
Deposit	2022-11-25	Yvonne Brulot	Deposit			ATB CHEQ...	100.00	1,200.00
Total Rental Income (land and bldgs)							1,200.00	1,200.00
Total Other Income							1,262.81	1,262.81
Net Other Income							1,262.81	1,262.81
Net Income							-4,747.95	-4,747.95

6:55 PM

2023-07-19

Accrual Basis

NEW FISH CREEK ASSOCIATION

Profit & Loss

January through December 2022

	Jan - Dec ...
Ordinary Income/Expense	
Income	
CONCESSION	-209.47
CONCESSION INC	485.75
Donation	200.00
FLOAT	0.00
GRANT (OPERATING)	15,000.00
Total Income	15,476.28
Expense	
CLEANING SUPPLIES (vacuu...	280.29
Damage Deposit income	-1,000.00
Damage Deposit paid	200.00
Damage Deposit paid (cash f...	200.00
Damage Deposite Back	600.00
GRANT (rink)	6,087.62
Grant (rink) food for work bee	122.17
GRANT (rink) screws	153.78
Grounds keeper	975.00
INSURANCE	3,856.83
Kitchen supplies	573.39
REPAIR & MAINT	1,406.02
Replace weed trimmer	494.95
SERVICE FEE	1.20
stop payment	24.00
Table rentals	-220.00
Utilities	7,731.79
Total Expense	21,487.04
Net Ordinary Income	-6,010.76
Other Income/Expense	
Other Income	
INTEREST RECIEVED	20.31
Memb, dues and fees (non-re...	42.50
Rental Income (land and bldgs)	1,200.00
Total Other Income	1,262.81
Net Other Income	1,262.81
Net Income	-4,747.95

April 10, 2023

New Fish Creek Association
Box 1656
Valleyview, AB T0H 3N0

RE: Year End Audit for 2022


To Whom it May Concern:

The audit for 2022 was done on all data and information filed as required.
No errors or omissions.

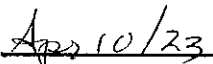
Signed Auditors:



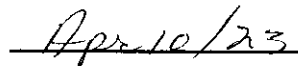
Luella Vetsch



Steve Vetsch



Date



Date

QUOTATION

Date: June 21, 2022

To: Community Center
RE: 73049-Range Road 221
New Fish Creek, AB



PROJECT: Approx. 5700 Square Feet

Heritage Commercial Roofing Ltd. offers to do the following works on the following projects, subject to the general conditions below.

DESCRIPTION: New insulated roof with 2-Ply membrane

SCOPE OF WORK:

- Install EPS insulation to fit between roof flues.
- Install two layers of 2" Poly ISO insulation over EPS layers to be staggered.
- Install Fast N Stick 180 base sheet over insulation to be mechanically fastened.
- Install prefinished metal to all roof edges to be sealed with 180 base sheet torch welded.
- Install TP-250-Cap sheet to be torch welded to base sheets.
- Clean up and haul away all roof debris resulting in our work.

Price: \$108,778.00

NOTES:

1. Payment is to be made UPON COMPLETION OF THE PROJECT. All materials remain the property of Heritage Commercial Roofing Ltd. until payment is received in full. (Accepted Methods: Cash, Cheque, Debit, Visa, MasterCard)
2. The owner is responsible for the following:
 - a. Providing an adequate set up area for (craning, hoisting, dumping, vehicles, etc.) with direct access to the intended work area.
3. Any changes to the work provided and the cost associated with those changes shall be made in writing.
4. This quotation is made on the basis of current material and labor costs. A delay in acceptance of more than **30 days** will require a review of the quotation and re-dating before the agreement becomes binding.

Price does NOT include GST

Accepted this _____ day of _____, 20____.

Customer Name & Signature

Ashley Minni, Heritage Commercial Roofing Ltd.



11413 - 101 STREET
GRANDE PRAIRIE, ALBERTA
T8V 2R8

PH: (780) 539-4880 FAX: (780) 532-3805

RE: Property location... 73049-RR221 MD of Greenview

Date: May27/2022

To whom it may concern,

At the request of the MD of Greenview in Valleyview Alberta, Standard Roofing and Exteriors Ltd has visited the New Fish Creek Community Hall and performed a review of the existing roof system to determine the cause of ceiling staining that appeared in the previous winter/spring season.

Without Prejudice, the following is Standard Roofing & Exteriors Ltd.'s opinion, regarding this building's roof and insulation system.

The existing commercial metal building has typical screw down pre-engineered metal panel roofing. Batt type insulation has been installed loosely against the inner surface of the metal panels, and fitted down around the metal structural purlins of the building and held up with wood strapping. Poly vapor barrier has been installed loosely below the insulation and held up with wood strapping. Gaps in the vapor barrier are present around metal girt details and at vapor barrier lap seams. There is visible moisture, mouse droppings and water damage staining seen through the poly vapor barrier indicating there has been sufficient heat loss and condensation building up in the insulation cavity of this system due to the construction method used. Over the years of service, the insulation has gotten more saturated and damaged compounding the problem with condensation build up that will melt and show up in freeze thaw cycles during the winter months.

It is the recommendation of Standard Roofing and Exterior's Ltd. that the existing interior insulation and vapor barrier be removed and disposed of. Then install of an infill / SBS torch on roof assembly be installed above the metal panel to create a thermal break that will eliminate condensation build up in the winter months.

Standard Roofing & Exteriors offers the following Budgetary Price for the supply and installation of the Proposed new infill SBS roof system...

Budge Price ... \$115,000.00 to \$125,000.00

Note... the above Budget Price does not include the removal of the existing insulation and vapor barrier

Thank you,

Roofing Estimator

Mark Sipe









REQUEST FOR DECISION

SUBJECT:	STARS Foundation – Sponsorship Request		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER:
DEPARTMENT:	COMMUNITY SERVICES	DIR: MH	PRESENTER: LD
STRATEGIC PLAN:	Culture, Social & Emergency Services	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy 8004- Community Grants and Sponsorships

RECOMMENDED ACTION:

MOTION: That Council approves a sponsorship of \$1,200.00 for six (6) tickets, for the STARS Foundation's Night with the STARS Gala, on October 4, 2023, in Grande Prairie, Alberta, with funds to come from the Community Services Grants & Sponsorships budget.

BACKGROUND/PROPOSAL:

The STARS Foundation is a charitable not-for-profit organization that provides an invaluable service to all who may require an air ambulance in time of need. STARS' mission has continuously been, "It doesn't matter who you are, or where you are. If you need critical care, our mission is to be there for you in whatever capacity we can help. Because, when it comes to the next patient who needs us, it's never too far".

STARS is hosting the first inaugural "Rescue in the North" event in Grande Prairie on October 4th. The area's Industry leaders will collectively come together to raise funding and will participate in a well-site mission simulation alongside STARS Pilots and the Air Medical Crew. Included will be a variety of challenges meant to inspire and give participants a first-hand glimpse at what the STARS crews do daily. This year, STARS is welcoming a local Valleyview representative from Caron Measurement and Controls, who will be a participant in the rescue event. Allen Caron will be one of the six (6) participants to be flown out to a secret location to compete in a variety of medical and aviation challenges, all while raising funds to support STARS operations. All funds raised for STARS local operations will secure the leaders their "rescue" and will be flown back to base at the end of the day.

The Night with the STARS Gala will follow the events of the day to celebrate their "rescue" and experiences. STARS exceptional and elite work will be highlighted throughout the evening which is set to include interactive activities, dinner, entertainment, and the STARS VIP story, which ends with a pledge drive that will be generously matched by the presenting sponsor.

STARS Foundation has requested a sponsorship in the amount of \$2,000.00 for a "sponsor table" for ten (10) at the Night with STARS Gala to be held on October 4, 2023, in Grande Prairie, Alberta. The \$2,000.00

Sponsorship would receive a table for ten (10), table recognition and table signage, access to VIP hour, dinner with a complimentary drink, and a special guest gift. Alternatively, individual tickets can be purchased for \$200.00 per ticket. Administration is recommending Council consider sponsoring a total of six (6) individual tickets for a total amount of \$1,200.00 as some Council members may not be able to attend.

Since 2010 Greenview has provided funds to STARS through operating grants and sponsorships. In 2021, Greenview awarded STARS a 5-year, \$100,000.00 annual “gift to the STARS fleet campaign” for the Grande Prairie helicopter. In 2023, Greenview will be providing STARS with an annual operating grant in the amount of \$210,000.00 from the 2023 budget.

The balance of the 2023 Community Grants and Sponsorships budget is approximately \$259,505.21.

BENEFITS OF THE RECOMMENDED ACTION:

- 1. The benefit of Council accepting the recommended motion is Greenview would be supporting an organization that provides robust health services, safety networks, and sometimes lifelines which are key to maintaining rural communities as well as the workforce that make the area so important to Alberta’s economic health.
- 2. The benefit of Council accepting the recommended motion is that Greenview would be supporting a vital regional community resource that could be utilized by Greenview and surrounding communities.

DISADVANTAGES OF THE RECOMMENDED ACTION:

- 1. The disadvantage of Council accepting the recommended motion is that Greenview has awarded STARS a considerable amount of funding throughout many years, which could lead to seeing larger asks from other organizations or foundation events within the region.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to recommend a different sponsorship amount in the recommended motion.

Alternative #2: Council has the alternative to sponsor a full table of ten (10) for \$2,000.00 and offer tickets to others to attend the event.

FINANCIAL IMPLICATION:

Direct Costs: \$1,200.00

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 STARS Foundation of Council's decision.

ATTACHMENT(S):

- STARS Foundation Sponsorship Request
- STARS Rescue in the North

Greenview Sponsorship and Donation Request Form

Row 64

Organization or Person Requesting Funds	STARS Foundation
Date of Application	07/06/23
Form Date Field	153
Date of Event	10/04/23
Phone Number	Office - 780-830-7019 Cell - 780-814-1356
Purpose of Organization	brose@stars.ca
Mailing Address	STARS 10911 123 Street Grande Prairie, AB T8V 7Z3
Funding Request Total	\$2000 - Table or \$200 - Individual Tickets
Type of sponsorship request	Gifts-in-kind (i.e. silent auction items) Table
Describe your organization	<p>Since our very first mission in 1985, providing critical care, anywhere has been our North Star – our guiding light in everything we do. It all began when a pregnant woman from a rural community died from blood loss, leaving a father alone with their newborn child. To the founders of STARS, her death was a preventable one. They believed that no one should go without the critical care that could save their life, no matter where they live. Motivated to change emergency care for patients who needed it, STARS was born. A helicopter air ambulance service built and supported by the community; STARS became the best hope for patients in a worst-case scenario. From a single helicopter to a network of highly skilled professionals providing care in the air, on the ground, or virtually, STARS has grown into a leading-edge innovator, harnessing our passion for saving lives to shape the future of critical care. As we've grown and evolved, STARS has never wavered from our mission. Fundamentally we believe that it doesn't matter who you are or where you are. If you need critical care, our mission is to be there for you in whatever capacity we can help. Because when it comes to the next patient who needs us, it's never too far.</p>
Intended Purpose	Funds raised at STARS Rescue in the North fundraiser and Night with STARS gala will be utilized for STARS Mission Operations.
Direct Goals	To raise funds for STARS Mission Operations

Where/When?	October 4th, 2023 starting with a cocktail hour at 5:30 pm followed by dinner at 6:45 pm. The evening will be filled with entertainment and interactive guest experiences about STARS mission to provide critical care, anywhere.
Benefit to residents of Greenview	STARS Grande Prairie serves any resident in the Greenview municipality that may need our help, this may include at times STARS Edmonton as well. STARS is built to serve all that may need our help.
Funding from others	Goal of \$400,000 to raise through multiple event fundraising components, including Rescue participation, sponsorship, silent auction and more.
Recognition	For our guests who would like to sponsor a table at the Night with STARS gala they will receive; table recognition and table signage, access to VIP Sponsor hour, dinner with a complimentary signature drink and a special guest gift. For any individual or organization who would like to donate a silent auction item they will receive recognition for their donation through our online silent auction platform - Givergy.
Previous Donation	Yes, Greenview provides a yearly contribution and has logo placement on our Helicopter.
Grant Funds Received from other sources?	
Have you performed any other fundraising projects?	
Agreement	
Grant Purpose	
Year Grant Received	
Amount of Grant	
List the donatee, purpose and amount	
What type of fundraising & how much did you raise?	
Signature	
Date	
Financial	

Statement

**Administration
Recommendations**

Email

Column41

MD Logo

Email Comm.

Column44

**List for
Recognition**

Contact Name(s) Bethany Rose

Column47

Logo Permission

**Agreement with
Statement**

Signature1 Bethany Rose

FOIP Disclosure Bethany Rose



STARS Rescue in the North

For the first time in STARS Grande Prairie's history, we will be hosting our inaugural Rescue in the North. On May 25th industry leaders will come together to raise critical funds for STARS mission operations. They will participate in a well-site mission simulation with STARS Pilots and Air Medical Crew. The day will include a variety of inspiring challenges giving an insight into the daily work of our operational crews. This event provides our participants a firsthand look at what STARS crews do everyday. The funds raised for STARS local operations will secure their *rescue* (flown back to base in our helicopters) at the end of the day!

A Night with STARS Gala

Directly following the days activities STARS will be hosting the Night with STARS gala to celebrate the days experience. The evening will highlight more about STARS unique work including interactive activities, dinner, entertainment, and STARS VIP story that ends with a pledge drive matched by the presenting sponsor.

To participate or sponsor the day or evening activities please contact us for the full sponsorship guide.

Table Sponsorship

For our guests who would like to sponsor a table at the Night with STARS gala for \$2000 you will receive;

- Table Recognition and Table Signage
- Access to VIP Sponsor hour
- Dinner with a complimentary signature drink
- Special guest gift

STARS is a charitable not-for-profit organization that responds to community needs. To do this, we rely on a model that blends support from several sources.

Your support, as a Rescue in the North participant, sponsor or table sponsor enables us to deliver critical care, anywhere. You propel the innovation that allows us to deliver cutting-edge care that saves lives.

To purchase a table sponsorship please visit: <https://givergy.ca/GrandePrairieRescue>

For more information, please contact:

Glenda Farnden

gfarnden@stars.ca

780 512 6205



REQUEST FOR DECISION

SUBJECT:	ATCO Franchise Fee – Hamlet of Grande Cache		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	August 22, 2023	CAO: MH	MANAGER: CG
DEPARTMENT:	FINANCE	DIR: MH	PRESENTER: CG
STRATEGIC PLAN:	Economy	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act Section 45

Council Bylaw/Policy (cite) – Grande Cache By-law No. 749

RECOMMENDED ACTION:

MOTION: That Council approves to have the franchise fee for the Hamlet of Grande Cache ATCO Electric Ltd. remain at 0% for 2023.

BACKGROUND/PROPOSAL:

Section 45 of the Municipal Government Act allows municipalities to enter into agreements with utility providers to provide a service to all or a part of the municipality. The municipality can charge the distribution company a franchise fee for the exclusive right to serve utilities and the distribution company is able to recover these costs from its customers. Franchise fees are a form of indirect taxation that is passed on to the consumer based on their utilization as part of their utility bill. These provide utility companies with the benefit of exclusivity of distribution for a period of time and another revenue source for the community.

In 2013 the former Town of Grande Cache passed Bylaw 749 and entered into an agreement with ATCO to allow ATCO to provide electrical distribution services in the town. The agreement is for a 10-year term with 2 possible 5-year renewal periods.

In 2020 the 5.5% franchise fee resulted in additional revenues of \$753,350. In 2021 the Hamlet of Grande Cache franchise fee was set to 0%, which is in line with the other Hamlets within Greenview and rural areas. Prior to 2021, the fee remained unchanged at 5.5%. Franchise fees were presented and discussed at the Committee of the Whole in July, and it was indicated at that time that there were not any changes expected to the current status of these fees.

For 2023, revenue from the franchise fee is estimated to be \$0.00 based on it remaining at 0%.

If Council decides to change the rate, the change must be advertised to the public before October 14, 2023, for a period of 14 days. At that time, ATCO will apply to the Alberta Utilities Commission (AUC) to change the rate. The AUC must approve the rate change.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that this action is consistent with the treatment of all hamlets throughout Greenview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of Council accepting the recommended motion is that Greenview will not receive additional revenue from franchise fees.

ALTERNATIVES CONSIDERED:

Alternative #1: Council can reinstate the previous Franchise fee of 5.5%, however, Administration does not recommend this as it would be inconsistent with other hamlets within Greenview.

Alternative #2: Council can implement a Franchise fee of 0-20% on applicable residents throughout Greenview, however, Administration does not recommend this as it is a form of indirect taxation and opportunities exist to address revenue needs through direct taxation.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion as these fees have previously been set to 0%.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council makes a decision, Administration will prepare the appropriate letters and notifications.

ATTACHMENT(S):

- Grande Cache By-law No. 749 (includes initial Franchise Agreement)

Municipal Government Act Section 45

Granting rights to provide utility service

45(1) A council may, by agreement, grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality, for not more than 20 years.

(2) The agreement may grant a right, exclusive or otherwise, to use the municipality's property, including property under the direction, control and management of the municipality, for the construction, operation and extension of a public utility in the municipality for not more than 20 years.

(3) Before the agreement is made, amended or renewed, the agreement, amendment or renewal must

(a) be advertised, and

(b) be approved by the Alberta Utilities Commission.

(4) Subsection (3)(b) does not apply to an agreement to provide a utility service between a council and a regional services commission.

(5) Subsection (3) does not apply to an agreement to provide a utility service between a council and a subsidiary of the municipality within the meaning of section 1(3) of the *Electric Utilities Act*.

**THE TOWN OF GRANDE CACHE
BY-LAW NO. 749**

BEING A BY-LAW OF THE TOWN OF GRANDE CACHE IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING ATCO ELECTRIC LTD. THE RIGHT TO PROVIDE ELECTRIC DISTRIBUTION SERVICE WITHIN THE MUNICIPALITY

WHEREAS Pursuant to the provisions of the *Alberta Municipal Government Act, RSA 2000, Chapter M-26, as amended*, the Town of Grande Cache (the 'Municipality') desires to grant and ATCO Electric Ltd. (the 'Company') desires to obtain, an exclusive franchise to provide electric distribution service within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act.

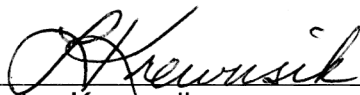
WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the 'Agreement'), in the form annexed hereto.

WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

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

- 1) **THAT** the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule 'A', be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix there to the corporate seal of the Municipality.
- 2) **THAT** the Electric Distribution System Franchise Agreement annexed hereto as Attachment 'A' is hereby incorporated in, and made part of this bylaw.
- 3) **THAT** the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, RSA 2000, Chapter W-4, as amended.
- 4) **THAT** this bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third and final reading.

READ a first time this 28th day of November, 2012 AD.



Louise Krewusik
Mayor




Alan Parkin
Chief Administrative Officer


APPROVED BY THE ALBERTA UTILITIES COMMISSION

Dated


READ a second time this 10th day of April, 2013 AD.
READ a third and final time this 10th day of April, 2013 AD.



Louise Krewusik
Mayor



Alan Parkin
Chief Administrative Officer

Interim 
Rick McDonald



Town of Grande Cache

Franchise Agreement with ATCO Electric Ltd.

March 18, 2013

The Alberta Utilities Commission

Decision 2013-097: Town of Grande Cache
Franchise Agreement with ATCO Electric Ltd.
Application No. 1609278
Proceeding ID No. 2413

March 18, 2013

Published by

The Alberta Utilities Commission
Fifth Avenue Place, Fourth Floor, 425 First Street S.W.
Calgary, Alberta
T2P 3L8

Telephone: 403-592-8845
Fax: 403-592-4406

Website: www.auc.ab.ca

1 Introduction

1. On February 5, 2013, the Alberta Utilities Commission (the AUC or the Commission) received an application from the Town of Grande Cache (Grand Cache) and ATCO Electric Ltd. (AE) requesting approval to renew their electric distribution franchise agreement (franchise agreement) for a period of 10 years with an option for two five-year extensions, for a potential maximum term of 20 years. The renewed franchise agreement is attached as Appendix 1 to this decision and is based on a standard agreement which was approved by the AUC in Decision 2012-255.¹

2. The AUC published the notice of application on the AUC website on February 14, 2013, and in the Grande Cache Mountaineer on February 19, 2013. Anyone with concerns or objections was directed to file a submission with the AUC by March 6, 2013. The AUC has processed this application without further notice as no objections were received.

2 Franchise agreement

3. The municipality determines the level of the franchise fee, which is the consideration paid by the utility for the exclusive right to provide electric service to customers within the municipality. The municipality may also opt for the collection of linear property taxes from the utility for the use of municipal lands to provide utility service. Franchise fees and linear property taxes are considered to be a cost of AE doing business in the municipality, and therefore, these costs are recovered from electric customers in the municipality.

4. Grande Cache completed first reading of Bylaw No. 749, which authorized the municipality to execute a new franchise agreement with AE to provide distribution service within the town.

5. In the franchise agreement, Grande Cache proposed to maintain the franchise fee at 5.5 per cent of the delivery revenue received by AE. In addition to the collection of the franchise fee, Grand Cache has also opted to continue the receipt of linear property taxes from AE. With the franchise fee and linear property taxes combined, the monthly cost for an average residential customer will be \$6.85.

¹ Decision 2012-255: Town of Hinton, New Franchise Agreement Template and Franchise Agreement with FortisAlberta Inc., Application No. 1608547, Proceeding ID No. 1946, September 28, 2012.

6. The term of the franchise agreement is 10 years with the option for two five-year renewals for a potential maximum term of 20 years. In accordance with Section 45 of the *Municipal Government Act*, RSA 2000, c. M-26, a council may grant exclusive right to provide a utility service in all or part of the municipality with a term not exceeding 20 years. The Commission finds that the term of this agreement is in accordance with the legislated time frame.

7. During the term of the franchise agreement, the level of the franchise fee can be changed once annually at the sole discretion of Grande Cache to a maximum of 20 per cent in accordance with Article 5(b) and 5(c), of the franchise agreement. These terms were approved in the standard agreement in Decision 2012-255 and are part of the current franchise agreement.

8. Therefore, pursuant to Section 45 of the *Municipal Government Act*, Section 106 of the *Public Utilities Act*, RSA 2000, c. P-45 and Section 139 of the *Electric Utilities Act*, SA 2003, c. E-5.1, the Commission approves the franchise agreement and finds the right granted by Grande Cache to AE to be necessary and proper for the public convenience and properly serves the public interest.

9. The Commission also approves the continued collection of linear property taxes as part of the franchise agreement pursuant to Section 353 of the *Municipal Government Act*. The linear property tax rate for Grande Cache is 2.50 per cent.

3 Riders

10. Franchise fees and linear property taxes are collected through AE's Rider "A". AE indicated that as a result of the proposed agreement, no changes to AE's Rider "A" were required at this time. The Commission has attached Rider "A" as Appendix 2 to this decision.

11. The property tax of 2.50 per cent, was acknowledged by Commission letter dated February 14, 2013.²

12. In accordance with Section 125 of the *Electric Utilities Act*, and based on the approval of the franchise agreement in this decision, the Commission approves Rider "A" and finds the amounts to be just and reasonable.

4 Order

13. It is hereby ordered that:

- (1) A copy of Bylaw No. 749 shall be filed with the AUC after third reading along with a copy of the executed franchise agreement.
- (2) The continuing franchise rate and property tax for Grande Cache as indicated on Rider "A" attached as Appendix 2 is approved.
- (3) Any changes in the level of the franchise fee pursuant to the provisions in Article 5(b) of the franchise agreement are required to be filed with the AUC for

² Application No. 1609302.

acknowledgement on or before the date that the rate comes into effect, including an updated Rider "A" schedule.

- (4) Prior to implementing any change in the franchise fee, customers shall be notified of the change in the franchise fee through the publication of a notice in the newspaper having the widest circulation in Grande Cache at least 45 days prior to the implementation of the revised franchise fee. A copy of the notice shall be filed with the AUC.

Dated on March 18, 2013.

The Alberta Utilities Commission

(original signed by)

Neil Jamieson
Commission Member

Appendix 1 – Town of Grande Cache franchise agreement with ATCO Electric Ltd.

(return to text)



Appendix 1 -
Franchise Agreement

(consists of 34 pages)

Appendix 2 – Rider “A” with respect to the Town of Grande Cache

(return to text)



Appendix 2 - Rider A
Grande Cache

(consists of 1 page)

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

Town of Grande Cache

- AND -

ATCO Electric Ltd.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, 20__.

BETWEEN:

Town of Grande Cache,
a Municipal Corporation located in the Province of Alberta
(the "**Municipality**")

OF THE FIRST PART

- and -

ATCO Electric Ltd.,
a body corporate and public utility with its
head office in the Edmonton in the Province of Alberta
(the "**Company**")

OF THE SECOND PART

WHEREAS:

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE:

In consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

	Initials
Municipality	P
Company	AS

OK

1) DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);
- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);

	Initials
Municipality	<i>AS</i>
Company	<i>JK</i>

- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;
- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision shall refer to the appropriate Article in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i> <i>OK</i>

2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) First day of January, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw _____.

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.
- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

OK

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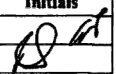

- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
- i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
- i) to provide Electric Distribution Service;
 - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
 - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for

	Initials
Municipality	
Company	

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all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

- i) bear the full responsibility of an owner of an electric distribution system within the Municipal Service Area and to ensure all services provided pursuant to this Agreement are provided in accordance with the Distribution Tariff, insofar as applicable;
- ii) Construct, Operate and Maintain the Distribution System within the Municipal Service Area;
- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Electric Distribution Service and any other service contemplated by this Agreement.

5) **FRANCHISE FEE**

a) **Calculation of Franchise Fee**

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be five and one half percent (5.5%).

By no later than September first (1st) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

	Initials
Municipality	
Company	

[Handwritten initials: PK]

AUC Decision 2013-097 (March 18, 2013)

b) Adjustment to Franchise Fee

At the option of the Municipality, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1st) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Franchise Fee Cap

The municipal franchise fee cap is twenty percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

d) Adjustment to Franchise Fee Cap

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

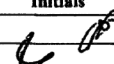
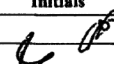

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1st) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

e) Payment of Franchise Fee

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

f) Reporting Considerations

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

	Initials
Municipality	
Company	 

6) CORE SERVICES

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

7) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

8) MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

9) RIGHT TO TERMINATE ON DEFAULT

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis to remedy the breach, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach, acting reasonably, this Agreement shall terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

10) SALE OF DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

	Initials
Municipality	DP
Company	AK

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

i) In the event that:

- A. the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and
- B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

Page 12

request, has ceased to be part of the standard street lighting offering of the Company; or

- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

c) Conversion of No-Investment Rate to Investment Option Rate

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

	Initials
Municipality	<i>PK</i>
Company	<i>B</i>

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

d) Street Light Rates

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

e) Municipality Owned Street Lighting

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and

	Initials
Municipality	<i>gh</i>
Company	<i>OK</i>

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- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

f) Street Light Inventory

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

g) Detailed Street Light Patrol

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes

	Initials
Municipality	<i>AK</i>
Company	<i>PS</i>

to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

12) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so,

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

OK

otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

[Signature]

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legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

The Company shall obtain approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
 - ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.
- b) **Restoration of Municipal Property**
- The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting

	Initials
Municipality	TS
Company	AK

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reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

For the purposes of providing notice under this Agreement to the Municipality of the Work, the Company will provide the Municipality with the Plans and Specifications for the proposed Work to be completed in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System.

d) Company to Obtain Approvals from Other Utilities

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked.

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

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The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company shall provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Company shall provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality that the revised Plans and Specifications are posted to a web-based forum that contains such information; and
- ii) allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company;
 - ii) determine the time requirements for final design specifications for each relocation; and

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Municipality	JS
Company	AK

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- iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

In cases of emergency, the Company shall take measures that are commercially reasonable and necessary for the public safety with respect to relocating any part of the Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

In the event the relocation, or any part thereof, requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality shall not be responsible for any of the costs of such relocation.

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no

	Initials
Municipality	AS
Company	AK

charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

b) Third Party Use and Notice

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any

	Initials
Municipality	<i>RS</i>
Company	<i>PK</i>

Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, shall be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

AK

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System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

18) MUNICIPALITY AS RETAILER

The provisions of this Agreement shall not in any way restrict the right of the Municipality to become a retailer within the meaning of the EUA.

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.

	Initials
Municipality	AK
Company	AK

- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

20) ASSIGNMENT

In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees that it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

	Initials
Municipality	
Company	

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Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

1) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the Municipality or to the Company, as the case may be, at the addresses set forth below:

a) To the Company:

ATCO Electric Ltd.
Address: P.O. Box 2426, 10035-105 Street
Edmonton, Alberta, T5J 2V6
Facsimile: 780-420-7400
Attention: Vice President Distribution Operations

b) To the Municipality:

Town of Grande Cache
Address: Box 300
Grande Cache, Alberta T0E 0Y0
Facsimile: 780-827-2406
Attention: Chief Administrative Officer

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

- i) in the case of personal service, the date of service;
- ii) in the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7th) day following the date on which normal service is restored; or
- iii) in the case of a fax, the date the fax was actually received by the recipient.

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

22) DISPUTE SETTLEMENT

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree that such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in Articles 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Distribution System as contemplated in Article 10 and 12 hereof, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

- b) The Company shall advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

	Initials
Municipality	AK
Company	LS

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) FORCE MAJEURE

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

26) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

27) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

28) SEVERABILITY

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

29) AMENDMENTS

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to regulatory approvals as required by law.

30) DISSOLUTION

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and
- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

	Initials
Municipality	RS
Company	AK

31) WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

32) CONFIDENTIALITY

The Company acknowledges that the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

TOWN OF GRANDE CACHE

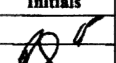

PER: _____
Mayor

PER: _____
Chief Administrative Officer

ATCO Electric Ltd.

PER: _____
President Operations Division

PER: _____
Vice President Distribution Operations

	Initials
Municipality	
Company	

SCHEDULE "A"**Core Services**

The Company shall provide to the Municipality the following basic services as Core Services:

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
 - a) The results of customer satisfaction surveys relating to the services provided by the Company;
 - b) The indices of system reliability;
 - c) The responses to notification of outages and hazards;
 - d) Call Centre targets and statistics as related to the services provided by the Company;
 - e) Consumer connect service and disconnect service statistics;
 - f) Meter reading frequency and accuracy statistics;
 - g) Consumer complaints related to the services provided by the Company; and
 - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
 - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;
 - b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;

	Initials
Municipality	<i>[Signature]</i>
Company	<i>[Signature]</i>

dk

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- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
 - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
 - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

	Initials
Municipality	<i>JS</i>
Company	<i>AK</i>

AUC Decision 2013-097 (March 18, 2013)

SCHEDULE "B"*Extra Services*

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of ____ (amount dependent on Extra Services requested) ____ (\$_____.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

No Extra Services requested as of the effective date of this Agreement

	Initials
Municipality	
Company	<i>OK</i>

SCHEDULE "C"***Street Lighting***

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
- a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15th to May 15th, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
 - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
 - i) failed street lights at critical locations; or
 - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
 - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15th to September 15th will be repaired (underground) by October 31st of the current summer construction period. A permanent repair will be made by October 31st of the next year if the outage is identified between the winter months of September 15th to April 15th.
 - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

	Initials
Municipality	
Company	<i>PK</i>

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- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
- f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.

	Initials
Municipality	PS
Company	AK

AUC Decision 2013-097 (March 18, 2013)

ATCO Electric TABLE 1: TOTAL RIDER A	[1] Municipal Tax from Table 2 (%)	[2] Franchise Fee (%)	[3] Franchise Fee Effective Date (yy/mm/dd)	[4] = [1] + [2] Rider A Total (%)		[1] Municipal Tax from Table 2 (%)	[2] Franchise Fee (%)	[3] Franchise Fee Effective Date (yy/mm/dd)	[4] = [1] + [2] Rider A Total (%)
Municipal Authority (Price Area)					Municipal Authority (Price Area)				
ACADIA (M034)	2.48	0.00		2.48	LESSER SLAVE RIVER (M124)	0.44	0.00		0.44
ALLIANCE (V017)	1.99	6.00	05/01/01	7.99	LINDEN (V535)	1.79	4.00	03/01/01	5.79
ALLISON BAY (B219)	1.02	0.00		1.02	LLOYDMINSTER (AB45, SK45)	0.70	10.50	08/01/01	11.20
ANDREW (V024)	1.82	2.00	05/01/01	3.82	LOON RIVER CREE (B473)	1.72	0.00		1.72
BEAVERLODGE (T051)	1.25	6.50	10/07/01	7.75	M.D. of GREENVIEW (M016)	0.47	0.00		0.47
BERWYN (V063)	3.77	1.75	07/01/01	5.52	MACKENZIE (M023)	1.06	0.00		1.06
BIG LAKE (M125)	0.85	0.00		0.85	MANNING (T556)	-1.36	6.00	12/01/01	4.64
BIG VALLEY (V069)	0.86	1.00	08/01/01	1.86	MANNVILLE (V559)	3.00	6.00	13/01/01	9.00
BIGSTONE (B110)	1.49	0.00		1.49	MARWAYNE (V562)	1.45	2.30	06/01/01	3.75
BIRCH HILLS & WANHAM (M019, V896)	0.90	0.00		0.90	MCLENNAN (T574)	3.05	2.75	11/01/01	5.80
BONNYVILLE & ANNEXED AREA (M087, M088)	0.88	0.00		0.88	MINBURN & LAVOY (C027, V523)	1.36	0.00		1.36
BONNYVILLE BEACH S.V. (S096)	2.25	0.00		2.25	MINBURN (V589)	3.39	1.00	08/04/15	4.39
BONNYVILLE, TOWN OF (T093)	0.90	6.80	03/01/01	7.70	MORRIN (V598)	1.21	3.50	12/01/01	4.71
BOTHA (V099)	1.14	3.00	10/01/01	4.14	MUNDARE (T604)	2.43	5.00	13/01/01	7.43
BUSHE RIVER I.R. 207 (B726)	1.46	0.00		1.46	MUNSON (V607)	3.34	1.00	10/07/01	4.34
CAMROSE (C022)	1.96	0.00		1.96	MYRNAM (V610)	2.04	2.00	08/02/01	4.04
CARBON (V129)	0.31	2.00	12/01/01	2.31	NAMPA (V619)	1.60	1.75	11/01/01	3.35
CASTOR (T147)	2.01	5.00	07/01/01	7.01	NORTHERN LIGHT (M022)	0.65	0.00		0.65
CEREAL (V153)	2.83	1.00	12/01/01	3.83	NORTHERN SUNRISE COUNTY (M131)	0.66	0.00		0.66
CLEAR HILLS (M021)	1.60	0.00		1.60	OPPORTUNITY (M017)	1.24	0.00		1.24
COLD LAKE (T189)	1.50	4.25	03/01/01	5.75	OYEN (T648)	1.76	6.00	09/01/01	7.76
CONSORT (V195)	2.55	3.50	07/01/01	6.05	PADDLE PRAIRIE (N221)	2.35	0.00		2.35
CORONATION (T198)	2.48	3.75	04/01/01	6.23	PAINTEARTH (C018)	1.26	0.00		1.26
DELBURNE (V231)	2.23	1.50	08/01/01	3.73	PARADISE VALLEY (V654)	1.78	2.00	06/01/01	3.78
DELIA (V234)	3.23	5.00	11/01/01	8.23	PEACE (M135)	1.29	0.00		1.29
DEWBERRY (V246)	1.66	5.00	TBD	6.66	PEACE RIVER (T657)	2.07	6.00	10/01/01	8.07
DOGHEAD I.R. (B218)	1.26	0.00		1.26	PEAVINE (N172)	-0.22	0.00		-0.22
DONALDA (V252)	1.53	1.50	02/11/01	3.03	PELICAN NARROWS S.V. (S659)	0.35	0.00		0.35
DONNELLY (V255)	1.56	2.25	10/01/01	3.81	RAINBOW LAKE (T690)	1.36	7.75	05/01/01	9.11
DRIFTPILE RIVER FIRST NATION I.R. 150 (B220)	-0.39	0.00		-0.39	RED DEER (C023)	2.13	0.00		2.13
DRUMHELLER & M.D. BADLANDS (K025, M007)	1.23	9.00		10.23	ROCHON SANDS S.V. (S708)	0.33	0.00		0.33
EAST PRAIRIE (N174)	2.15	0.00		2.15	ROSALIND (V717)	2.92	0.50	03/01/01	3.42
ELIZABETH (N187)	3.00	0.00		3.00	RYCROFT (V729)	2.95	3.00	12/01/01	5.95
ELK POINT (T291)	1.93	3.60	03/01/01	5.53	SADDLE HILLS (M020)	1.07	0.00		1.07
ELNDORA (V294)	1.28	1.00	03/01/01	2.28	SEXSMITH (T754)	-0.78	5.50	12/01/01	4.72
EMPRESS (V297)	3.61	2.00	07/01/01	5.61	SLAVE LAKE (T766)	0.99	9.40	10/01/01	10.39
FAIRVIEW (M136)	0.88	0.00		0.88	SMOKY LAKE & WARSPITE (C013, V905)	1.28	0.00		1.28
FAIRVIEW (T309)	2.15	7.50	13/01/01	9.65	SMOKY LAKE (T769)	2.21	5.00	12/02/01	7.21
FALHER (T315)	1.80	6.25	06/01/01	8.05	SMOKY RIVER (M130)	1.96	0.00		1.96
FISHING LAKE (N188)	1.07	0.00		1.07	SPECIAL AREAS (A001)	0.60	0.00		0.60
FLAGSTAFF (C029)	1.02	0.00		1.02	SPIRIT RIVER (M133)	1.34	0.00		1.34
FORESTBURG (V324)	4.48	6.00	12/01/01	10.48	SPIRIT RIVER, TOWN OF (T778)	2.67	5.50	12/02/01	8.17
FORT MCMURRAY (K032)	8.72	0.00		8.72	ST. PAUL, COUNTY OF (C019)	1.00	0.00		1.00
FOX CREEK (T342)	1.60	4.50	03/01/01	6.10	ST. PAUL, TOWN OF (T790)	1.50	7.00	03/01/01	8.50
FT. MACKAY SETTLEMENT #467 (B982)	1.33	0.00	00/01/00	1.33	STARLAND (M047)	2.67	0.00		2.67
FT. MCMURRAY BAND (B352)	1.02	0.00		1.02	STETTTLER, COUNTY OF (C006)	1.91	0.00		1.91
GADSBY (V351)	5.79	5.00	08/01/01	10.79	STETTTLER, TOWN OF (T805)	7.32	0.00		7.32
GALAHAD (V354)	3.88	3.00	10/01/01	6.88	STURGEON LAKE I.R. 154 (B770)	1.26	0.00		1.26
GIFT LAKE METIS SETT (N173)	2.79	0.00		2.79	SUCKER CREEK FIRST NATION 150A (B792)	2.29	0.00	00/01/00	2.29
GIROUXVILLE (V366)	2.24	3.00	11/01/01	5.24	SWAN HILLS TOWN (T830)	2.03	6.00	13/01/01	8.03
GLENDON (V372)	2.73	1.50	03/01/01	4.23	THORHILD & RADWAY (V687, C007)	3.30	0.00		3.30
GRANDE CACHE (T393)	2.50	5.50	13/01/01	8.00	THREE HILLS (T845)	1.38	6.00	09/01/01	7.38
GRANDE PRAIRIE, CITY OF (K035)	2.13	7.75	11/03/01	9.88	TROCHU (T857)	2.29	3.50	03/01/01	5.79
GRANDE PRAIRIE, COUNTY OF (C001)	0.66	0.00		0.66	TWO HILLS COUNTY & DERWENT (V237, C021)	4.68	0.00		4.68
GRIMSHAW (T405)	1.26	6.00	10/07/01	7.26	TWO HILLS, TOWN OF (T863)	3.79	4.25	09/01/01	8.04
HALKIRK (V414)	0.54	1.00	03/01/01	1.54	UPPER HAY LAKE I.R. 212 (B728)	1.64	0.00		1.64
HANNA (T417)	1.85	3.50	03/01/01	5.35	VALLEYVIEW (T866)	1.79	5.25	06/01/01	7.04
HAY LAKE I.R. 209 (B727)	1.58	0.00		1.58	VEGREVILLE (T875)	2.05	6.00	11/01/01	8.05
HEISLER (V429)	8.82	7.00	12/01/01	15.82	VERMILION (T878)	1.28	4.50	13/01/01	5.78
HIGH LEVEL (T435)	0.96	10.50	11/01/01	11.46	VERMILION RIVER (AB & SK) (C024, SK24)	0.90	0.00		0.90
HIGH PRAIRIE (T438)	1.43	6.25	08/02/01	7.68	VETERAN (V881)	4.05	3.00	08/01/01	7.05
HINES CREEK (V447)	4.14	2.25	09/01/01	6.39	VILNA (V887)	7.07	20.00	12/01/01	27.07
HORSESHOE BAY S.V. (S458)	0.13	0.00		0.13	WASKATENAU (V908)	3.32	0.00	08/02/01	3.32
HYTHE (V468)	1.74	5.00	10/07/01	6.74	WEMBLEY (T911)	0.13	6.00	11/03/01	6.13
INNISFREE (V474)	4.97	1.50	06/01/01	6.47	WHEATLAND (C016)	0.54	0.00		0.54
JASPER (PARK & OUTSIDE TOWN) (L012, R003)	10.37	0.00		10.37	WHITE SANDS S.V. (S922)	-0.09	0.00		-0.09
JASPER SCH DIST 3063 (R004)	10.98	0.00		10.98	WHITEFISH I.R. 155 (B924)	1.35	0.00		1.35
KINUSO (V505)	1.78	0.00	11/01/01	1.78	WILLINGDON (V926)	4.11	2.00	08/01/01	6.11
KITSCOTY (V508)	1.50	6.00	13/01/01	7.50	WOOD BUFFALO (M018)	0.34	0.00		0.34
KNEEHILL & TORRINGTON (M048, V854)	1.30	0.00		1.30	WOOD BUFFALO PARK (L024)	0.41	0.00		0.41
LAKELAND (C089)	0.33	0.00		0.33	YOUNGSTOWN (V932)	1.63	1.25	12/01/01	2.88
LAMONT (C030)	3.17	0.00		3.17					

(BOLD, ITALICS) - Communities that are expected to transition to new Municipal Franchise Tax Agreement in 2013

TBD (To Be Determined) - New Franchise Fee becomes effective after agreement is signed



REQUEST FOR DECISION

SUBJECT: **RESOLUTION IN SUPPORT OF RAIL SAFETY WEEK**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: August 22, 2023 CAO: MH MANAGER:
DEPARTMENT: PLANNING & EC. DEVELOPMENT DIR: MAV PRESENTER: SS
STRATEGIC PLAN: Culture, Social & Emergency Services LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve to proclaim the week of September 18-24, 2023, as Rail Safety Week.

BACKGROUND/PROPOSAL:

Administration received correspondence from Canadian National Railway (CN) requesting Greenview Council proclaim September 18-24, 2023, as Rail Safety Week in the Municipal District of Greenview, as this initiative aligns with the National Rail Safety Week across Canada. Administration has attached all material provided by CN, including a resolution of preference and is unaware of any further details beyond what is provided at this time.

Note: In 2022, Greenview Council supported this resolution:

MOTION: 22.08.473 Moved by: COUNCILLOR RYAN RATZLAFF

That Council approve to proclaim the week of September 19- 25, 2022, as Rail Safety Week, through the completion of the Resolution in Support of Rail Safety Week as provided by Canadian National Railway.

CARRIED

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended action is that Greenview's involvement in the 2023 Rail Safety Week demonstrates to Greenview residents that we value our residents' safety and act as role models around trains and tracks.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

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

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

Staffing implications to the recommended motion are that Administration will actively promote the proclamation on Greenview's communication platforms. This will/may include the proclamation and the creation of visual marketing graphics.

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 fulfill the necessary steps to complete the 2023 Rail Safety Week proclamation. We will share information with the public as provided by CN on how to Be Rail Smart.

ATTACHMENT(S):

- Resolution for Rail Safety Week
- CN – Be Rail Smart – Stop. Look. Listen. Live



BE RAIL SMART

STOP. LOOK. LISTEN.
LIVE.

Trains are always much
closer than they appear.
Look, listen and be ready to stop.

RAIL SAFETY TIPS

1 ● SPEED MISPERCEPTION

Because of their size, trains appear to be much farther away and travelling much slower than their actual speed. Don't be fooled!

2 ● TRAINS CAN'T STOP QUICKLY

The average train needs at least 2 km to stop. Trains can stop, but they can't stop quickly!

3 ● TRESPASSING

Taking a shortcut across the tracks or being on railway property is illegal, and trespassers can be seriously injured or killed.

4 ● WEIGHT RATIO

An average freight train weighs over 5,500 tonnes. Compare that to a car, which weighs about 1.5 tonnes. A train hitting a car is like a car hitting a pop can.

5 ● RAILWAY CARS

Stopped railway cars can move at any time. If you're on one or near one when it moves, you could lose a limb — or worse, your life.

6 ● TUNNELS AND BRIDGES

Tunnels, bridges, and trestles are designed only for trains. Trespassers can be seriously injured or killed.

7 ● OVERHANG

Trains can carry loads that are wider than the railroad cars themselves. They can have chains, straps or other equipment that may extend outside the car. If you are standing too close, you could get hit.

8 ● ANY TIME IS TRAIN TIME

Trains do not always run on schedule. They can run at any time, on any track and come from either direction.

9 ● CN POLICE NUMBER

Together we can help save lives! If you witness any unsafe situation near a railroad, please call **1-800-465-9239**.

10 ● SAFETY PLEDGE

Act today. Take the pledge at **mysafetypledge.com**.



#RAILSAFETY

RESOLUTION
IN SUPPORT OF RAIL SAFETY WEEK

WHEREAS *Rail Safety Week* is to be held across Canada from September 18 to 24, 2023;

WHEREAS, 232 railway crossing and trespassing incidents occurred in Canada in 2022; resulting in 66 avoidable fatalities and 43 avoidable serious injuries;

WHEREAS, educating and informing the public about rail safety (reminding the public that railway rights-of-way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens; and

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor _____

seconded by Councillor _____

It is hereby **RESOLVED** to support national ***Rail Safety Week*** to be held from September 18 to 24, 2023.



www.operationlifesaver.ca



REQUEST FOR DECISION

SUBJECT: **Greenview Regional Multiplex Exterior Logo Signage**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: August 22, 2023 CAO: MH MANAGER:
DEPARTMENT: PLANNING & EC. DEVELOPMENT DIR: MAV PRESENTER: SS
STRATEGIC PLAN: Culture, Social & Emergency Services LEG:

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council direct Administration to retain the current exterior signage on the Greenview Regional Multiplex.

BACKGROUND/PROPOSAL:

The Greenview Regional Multiplex facility opened its doors in 2018. On October 15, 2019, Greenview Council made a motion to assume operations of the Greenview Regional Multiplex effective January 1, 2020 (Motion 19.10.712) after ratifying an agreement between the Town of Valleyview and the MD of Greenview. On June 8, 2021, Council made the motion:

19.10.712. That Council proceed to prepare to assume operations of the Greenview Regional Multiplex, effective January 1st, 2020.

21.06.298 - That Council direct Administration to discontinue the use of the Greenview Regional Multiplex Logo for external and internal advertising and promotion and have it replaced with the MD of Greenview Corporate Logo.

Since then, four options have been considered, and quotes have been received for the physical change of the logo at the building entrance:

1. Logo removal and leaving the facility name (\$1,350.00 + GST).
2. Replacement of the existing logo with a new illuminated logo (\$13,000 + GST).
3. Removal of the logo and recentering of the facility name (\$5,700.00 + GST).
4. Replacement of the logo with a non-illuminated, easily removable one (\$4,400.00 + GST).

When it was identified that this work may be proceeding, it was recommended that this matter come before Council for its final consideration. Given the building's costs and very public visual presence, Administration is seeking confirmation from the current Council before proceeding. The current logo

remains in good condition, and no action is required except at the direction of Council. Therefore, status quo is the recommendation.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is the cost-saving associated with an unbudgeted item.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage to the recommended motion is the potential for confusion due to the inconsistency between the facility's branding and Greenview's Corporate Logo used in other promotional materials.
-

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to choose "Option 1" and remove the exterior logo and leave the facility name as is. However, Administration does not recommend this option as there may be concerns with visible repair holes and the possibility of additional costs due to tiles that may be damaged during the removal.

Alternative #2: Council has the alternative to choose "Option 2" and replace the existing exterior logo with a lit version of the Greenview logo. However, Administration does not recommend this option due to the high costs associated with this unbudgeted item.

Alternative #3: Council has the alternative to choose "Option 3" and remove the existing exterior logo and recentre the facility name. However, Administration does not recommend this option as there may be concerns with visible repair holes and the possibility of additional costs due to tiles that may be damaged during the removal and recentering of the facility name.

Alternative #4: Council has the alternative to choose "Option 4" and remove the existing exterior logo and replace it with an unlit, easily removable exterior logo. However, Administration does not recommend this option as there may be additional costs due to concerns with visible repair holes from removing the existing logo and tiles that may be damaged during the removal.

FINANCIAL IMPLICATION:

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

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:

If Council accepts the recommendation, no further action will be required.

ATTACHMENT(S):

- GRM Replacement Photos
- GRM Logo Replacement Quotes

Greenview Regional Multiplex logo



Photo 1:

GRM logo presently still on the outside of the GRM facility.



Photo 2:

Remove GRM logo and leave words only



Photo 3:

Remove GRM logo and replace with MD of Greenview logo.

Greenview Regional Multiplex Exterior Entrance Logo Quotes

COMPANY	REMOVE GRM LOGO	NEW GREENVIEW LOGO QUOTE INSTALLED	MOVE LETTERS OVER TO THE LEFT QUOTE
Prairie Signs (Grande Prairie)	\$860.00 <small>(sign removal)</small> + \$477.30 <small>(travel)</small> = \$1,337.30 + GST	8' x 10' Greenview illuminated logo quote installed = \$11,587.00 (\$12,924.60 both removal and installation of new Greenview logo) 8x10 Greenview logo non illuminated 3 piece Diabond panel logo = \$4,365.00 + GST (includes removal of the GRM logo)	Remove & move over larger letters. Not recommended - may see holes = \$5,619.57
SpeedPro (Grande Prairie)	= \$10,836.00 + GST	11'x13' = \$12,558.00 + GST	not recommend
Sunburst Graphics (Grande Prairie)	= \$2,139.68 + GST (third party removal)	= \$20,071.10 + GST	= \$8,991.31 + GST
Trim FX (Grande Prairie)	Job too much for 2 electricians.		

NOTES: All companies stated that they would try to remove the logo and/or letters with as little damage as possible, and that they would fill the holes with silicone, which you may see. They will not know until they remove the present logo and there may be some damages to the tile. There may be holes where the electrical was and if they were not secured in such a way to prevent it, they may have rubbed against the building causing scratching underneath.



REQUEST FOR DECISION

SUBJECT: **2023 Alberta Municipalities Convention Invites**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: August 22, 2023 CAO: MH MANAGER:
DEPARTMENT: CAO SERVICES DIR: PRESENTER: WH
STRATEGIC PLAN: Governance LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council accept the invites from the Town of Fox Creek and the Town of Valleyview and send two (2) representatives to the 2023 Alberta Municipalities convention.

MOTION: That Council direct Administration to extend an invite to the Town of Fox Creek for the fall 2023 RMA Convention, and to the Town of Valleyview for the spring 2024 RMA Convention.

BACKGROUND/PROPOSAL:

Council has received invitations from the Town of Valleyview, and the Town of Fox Creek for the upcoming Alberta Municipalities Convention on September 27-29, 2023, at the Edmonton Convention Center. Historically Greenview would receive these invitations annually and would also extend invites to the Towns to attend the Spring and Fall RMA Conventions on behalf of Greenview.

Administration is recommending that Council accept both invitations and send two (2) elected officials to attend the Convention. This opportunity not only has educational benefit, where Council has the platform to learn about successful strategies, best practices, and current issues within the urban municipalities. It also provides a great opportunity for networking with our urban neighbours.

Administration is also recommending that Council extends an invite for a member from the Towns of Valleyview and Fox Creek Council to attend RMA Convention on Councils behalf. Historically, we would invite one Town Council member to Spring Conference, and the other to Fall Conference, and the above motion reflects that practice.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motions is that it reinforces Council's commitment to regional collaboration and allows for stronger connections with counterparts from other municipalities.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to invite members from both towns to the upcoming 2023 Fall convention instead of staggering the invites.

FINANCIAL IMPLICATION:

There would be costs associated with registration and accommodation for the invited guests.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will provide the names of the elected officials that will be attending the 2023 Alberta Municipalities Convention on behalf of the Town of Valleyview and the Town of Fox Creek.

Administration, if directed, will extend invites to the towns for the upcoming fall and spring RMA Conventions.

ATTACHMENT(S):

- Invites

From: [Denise Baranowski](#)
To: [Wendy Holscher](#)
Cc: [Kristen Milne](#)
Subject: 2023 Alberta Municipalities" Convention Invite
Date: Wednesday, July 5, 2023 2:45:50 PM
Attachments: [image001.png](#)

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 afternoon Wendy,

I am reaching out to you today to extend an invitation to Reeve Olsen or a member of the MD of Greenview Council to see if someone would like to join the Town of Fox Creek Council in attending the 2023 Alberta Municipalities' Convention.

The convention is taking place September 27 – 29 at the Edmonton Convention Centre. Registration is open now and we would like to have everyone registered by August 18.

If you could kindly let us know if a member of Council would like to attend the convention and which member before mid-August, that would be greatly appreciated.

Look forward to hearing back from you.

And I hope all is well with you and your family and things are starting to return to normal after the wildfires.



Denise Baranowski | Executive Assistant

Town of Fox Creek | Box 149 | Fox Creek | T0H1P0

Phone: (office)780-622-3896 | dbaranowski@foxcreek.ca

www.foxcreek.ca

Privilege and Confidentiality Notice:

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Town of Valleyview
4909 – 50th Street
Valleyview, AB
T0H 3N0

July 27, 2023

Reeve Olsen and Council
Municipal District of Greenview
4806 – 36 Avenue
PO Box 1079
Valleyview, AB
T0H 3N0

Subject: 2023 Convention & Trade Show – Invitation

Dear Reeve Olsen and Council,

The Town of Valleyview Council and I would like to invite a member of the Municipal District of Greenview (Greenview) Council to join us at Alberta Municipalities' 2023 Convention & Trade Show being held this year at the Edmonton Convention Center from September 27 – 29, 2023. See attached link for information regarding Alberta Municipalities' upcoming 2023 Convention & Trade Show: <https://www.abmunis.ca/events/2023-convention-trade-show>.

Please advise our CAO, Ben Berlinguette, if a Greenview Council member would like to attend this annual convention as our guest.

We look forward to furthering our relationship with Greenview.

Sincerely,

Vern Lymburner, Mayor
Town of Valleyview



Municipal District of Greenview No. 16

NAME: Winston Delorme

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS				LODGING EXPENSES	PER DIEM
							B	L	D	AMOUNT		
18-Jul	9:00	16:00	M	COTW								317.00
24-Jul	9:00	11:00	M	EAC Meeting								269.00
25-Jul	9:00	16:00	M	Council Meeting								317.00
NOTES:				KILOMETER CLAIM			TOTAL					903.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST					
							NET CLAIM					903.00
				\$0.26 per km								
				SUBTOTAL			TOTAL CLAIM					903.00
				LESS G.S.T.			LESS ADVANCES					
				TOTAL			AMOUNT DUE (OWING)					\$903.00

Claimant

Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Ryan Ratzlaff

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS				LODGING EXPENSES	PER DIEM
							B	L	D	AMOUNT		
17-Jul	15:30	21:00	M	Travel to GC for COTW	340				1	50.00		317.00
18-Jul	8:30	23:00	M	COTW & GC BBQ	340							524.00
19-Jul				AER Mineral Strategy (Zoom)								
25-Jul	8:15	15:00	M	RCM	80							317.00
28-Jul	7:30	18:00	M	Alberta CARE AGM (Leduc)	700							459.00
NOTES:				KILOMETER CLAIM			TOTAL			50.00		1617.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST					
				\$0.68 per km	1460	992.80	NET CLAIM			50.00		1617.00
				\$0.17 per km	1460	248.20						
				SUBTOTAL		1241.00	TOTAL CLAIM					2908.00
				LESS G.S.T.			LESS ADVANCES					
				TOTAL		1241	AMOUNT DUE (OWING)					\$2,908.00



Municipal District of Greenview No. 16

NAME: Tom Burton

ADDRESS :

Employee # :

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
July 17 2023	7:55	20:00	M	River Top Sand & Gravel Discussions & International Paper 50th Anniversary & COW	290			1	50.00		524.00
July 18 2023	7:15	22:00	M	Committee of the Whole & Grande Cache Ratepayers BBQ	262						524.00
July 19 2023	19:15	20:45	M	East Smoky Recreation Board							269.00
July 21 2023	7:45	14:00	M	Regional Branding Session with Consultants, City of GP, County of GP	120		1		20.00		317.00
July 24 2023	19:00	20:30	M	Public Library Services Branch Board Basics Webinar Session 6	522						269.00
July 25 2023	7:30	18:00	M	Council & Grande Spirit Foundation meeting with Hon. Jason Nixon	240						459.00
July 26 2023	7:45	13:30	M	SARDA AGM	282						317.00
July 27 2023	17:00	23:30	M	Fairview Campus Minister of Advanced Education Hon. Rajan Sawhney	310			1	50.00		317.00
NOTES:				KILOMETER CLAIM			TOTAL		120.00		2996.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST				
				\$0.62 per km	2026	1256.12	NET CLAIM		120.00		2996.00
				\$0.26 per km	2026	526.76					
				SUBTOTAL		1782.88	TOTAL CLAIM				4898.88
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		1782.88	AMOUNT DUE (OWING)				\$4,898.88

Claimant

Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Jennifer Scott

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
17-Jul	18:00	21:30	M	Tavel to Grande Cache	271			X	50.00		269.00
18-Jul	8:00	22:00	M	Committee of the Whole/GC BBQ	271						524.00
20-Jul	14:30	17:00		Sturgeon Lake Restoration Committee							
20-Jul	18:00	21:00	M	Crooked Creek Rec Club	30						269.00
25-Jul	8:00	15:00	M	Regular Council Meeting	76						317.00
NOTES:				KILOMETER CLAIM			TOTAL		50.00		1379.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST				
				\$0.68 per km	648	440.64	NET CLAIM		50.00		1379.00
				\$0.17 per km	648	110.16					
				SUBTOTAL		550.80	TOTAL CLAIM				1979.80
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		550.8	AMOUNT DUE (OWING)				\$1,979.80



Municipal District of Greenview No. 16

NAME: Christine Schlieff
 ADDRESS : [REDACTED]

Employee # :
 Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
17-Jul	17:00	19:00		Travel to GC	184						
18-Jul	8:15	20:45	M	COTW and GC BQ Travel to GD	184						524.00
19-Jul	19:00	20:30	M	Library webinar also one on July24th							269.00
20-Jul	11:30	1:00		Lock out Homlessness BQ							
25-Jul	6:45	17:00	M	Regular Council meeting	305						459.00
27-Jul	19:00	20:00	M	Library webinar							269.00
NOTES:				KILOMETER CLAIM			TOTAL				1521.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST				
				\$0.68 per km	673	457.64	NET CLAIM				1521.00
				\$0.17 per km	673	114.41					
				SUBTOTAL		572.05	TOTAL CLAIM				2093.05
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		572.05	AMOUNT DUE (OWING)				\$2,093.05



Municipal District of Greenview No. 16

NAME: Duane Didow

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
24-Jul	17:00	19:00	M	Travel to VV	350			X	50.00		269.00
25-Jul	7:00	18:00	M	Reg Council mtg	350	X			20.00	147.15	459.00
26-Jul	14:00	15:00	M	WYRWMA							269.00
NOTES:				KILOMETER CLAIM			TOTAL		70.00	147.15	997.00
Private accomodations June 12.				RATE	KM's	TOTAL	LESS GST				
				\$0.62 per km	700	434.00	NET CLAIM		70.00	147.15	997.00
				\$0.26 per km	700	182.00					
				SUBTOTAL		616.00	TOTAL CLAIM				1830.15
				LESS G.S.T.			LESS ADVANCES				
Meeting Code : M for Meetings C for Conferences				TOTAL		616	AMOUNT DUE (OWING)				\$1,830.15

D. Didow
Claimant

July 31, 2023
Date

390

Approved

Date



Municipal District of Greenview No. 16

NAME: Tyler Olsen

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
18-Jul	8:00	19:00	M	COTW and Ratepayer BBQ Grande Cache							459.00
21-Jul	7:00	14:00	M	Regional Branding Session	400						317.00
23-Jul	13:00	16:00	M	Travel to Valleyview	330			1	50.00		269.00
24-Jul	9:00	10:30	M	EAC Meeting		1	1		40.00		269.00
25-Jul	8:30	19:00	M	Regular Council and Nitehawk		1		1	70.00		459.00
27-Jul	17:00	23:30	M	Travel to NWP Fairview campus info session	400			1	50.00		317.00
28-Jul	8:00	11:00	M	Travel to Grande Cache	330	1			20.00		269.00
NOTES:				KILOMETER CLAIM			TOTAL		230.00		2359.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST				
				\$0.62 per km	1460	905.20	NET CLAIM		230.00		2359.00
				\$0.26 per km	1460	379.60					
				SUBTOTAL		1284.80	TOTAL CLAIM				3873.80
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		1284.8	AMOUNT DUE (OWING)				\$3,873.80



Municipal District of Greenview No. 16

NAME: Sally Ann Rosson

Employee # : _____

ADDRESS : _____

Department: Council

DATE 2023	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS				LODGING EXPENSES	PER DIEM
							B	L	D	AMOUNT		
17-Jul	8:50	13:45	M	COW GC via Zoom								317.00
20-Jul	14:15	16:45		SL Restoration Committee w/prov								n/c
24-Jul	8:30	10:15	M	EAC	16							269.00
8-Aug	18:30	19:45	M	VV Rec Board	16							269.00
11-Aug	5:30	19:15	M	RMA District Mtg	692							524.00
NOTES:				KILOMETER CLAIM			TOTAL					1379.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST					
				\$0.68 per km	724	492.32	NET CLAIM					1379.00
				\$0.17 per km	724	123.08						
				SUBTOTAL		615.40	TOTAL CLAIM					1994.40
				LESS G.S.T.			LESS ADVANCES					
				TOTAL		615.4	AMOUNT DUE (OWING)					\$1,994.40

Sally Ann Rosson
Claimant

August 14, 2023
Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Dave Berry

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS				LODGING EXPENSES	PER DIEM
							B	L	D	AMOUNT		
4-Jul	8:00	16:00	M	Road tour	60							317.00
5-Jul	8:00	16:00	M	Road tour	60							317.00
6-Jul	8:00	19:30	M	Road tour	60							459.00
11-Jul	8:30	16:30	M	Regular Council	60							317.00
12-Jul	7:30	13:30	M	SARDA	200							317.00
14-Jul	8:00	10:30	M	Seed Plant	60							269.00
18-Jul	5:00	19:00	M	COTW GC	650				x	50.00		524.00
24-Jul	8:30	10:30	M	EAC	60							269.00
25-Jul	8:30	15:30	M	Regular Council	60							317.00
26-Jul	7:30	13:30	M	SARDA AGM	200							317.00
NOTES:				KILOMETER CLAIM			TOTAL			50.00		3423.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST					
				\$0.68 per km	1470	999.60	NET CLAIM			50.00		3423.00
				\$0.17 per km	1470	249.90						
				SUBTOTAL		1249.50	TOTAL CLAIM					4722.50
				LESS G.S.T.			LESS ADVANCES					
				TOTAL		1249.5	AMOUNT DUE (OWING)					\$4,722.50

Claimant

Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Tom Burton

Employee # : [REDACTED]

ADDRESS : [REDACTED]

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS				LODGING EXPENSES	PER DIEM
							B	L	D	AMOUNT		
August 3 2023	9:00	20:00	M	Friends of Grande Spirit Foundation	120			1		20.00		459.00
August 10 2023	14:30	21:30	M	RMA District 4	420				1	50.00		317.00
August 11 2023	7:00	21:20	M	RMA District 4 & MD of Greenview Library Board	420							524.00
August 12 2023	9:00	13:00	M	MD of Greenview Library Board								269.00
												317.00
NOTES:				KILOMETER CLAIM			TOTAL			70.00		1886.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST					
				\$0.62 per km	960	595.20	NET CLAIM			70.00		1886.00
				\$0.26 per km	960	249.60						
				SUBTOTAL		844.80	TOTAL CLAIM					2800.80
				LESS G.S.T.			LESS ADVANCES					
				TOTAL		844.8	AMOUNT DUE (OWING)					\$2,800.80

Claimant

Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Tyler Olsen

Employee # : _____

ADDRESS : _____

Department: Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS				LODGING EXPENSES	PER DIEM
						B	L	D	AMOUNT		
9-Aug	10:00	17:30	m	meet MLA Dyck, NWPT president	330			1	50.00		317.00
10-Aug	12:00	17:00	m	Meet MLA Wiebe	220		1		20.00		317.00
11-Aug	10:00	17:00	m	ribbon cutting and various events with premier							317.00
NOTES:				KILOMETER CLAIM			TOTAL		70.00		951.00
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST				
				\$0.62 per km	550	341.00	NET CLAIM		70.00		951.00
				\$0.26 per km	550	143.00					
				SUBTOTAL		484.00	TOTAL CLAIM				1505.00
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		484	AMOUNT DUE (OWING)				\$1,505.00

Claimant

Date

Approved

Date