

Regular Council Meeting Agenda

October 22, 2019, 9:00 AM
Council Chambers
4912 - 50 Avenue
Kitscoty Alberta, Canada

Pages

- 1. CALL TO ORDER
- 2. OPENING INSPIRATION
- 3. ADDITIONS TO AGENDA
- 4. ADOPTION OF AGENDA

Recommendation:

THAT the County of Vermilion River approve the October 22nd, 2019 Regular Council Meeting Agenda as presented.

- 5. ADOPTION OF MINUTES
 - 5.a REGULAR COUNCIL MEETING

Recommendation:

THAT the County of Vermilion River approve the October 8th, 2019 Regular Council Meeting Minutes as presented.

6. APPOINTMENTS

2

10:30 AM John Grove on behalf of AltaLink

7. BUSINESS ARISING OUT OF PRIOR MEETINGS

8. COUNCIL NEW BUSINESS

8.a CHIEF ADMINISTRATIVE OFFICER REPORT

Recommendation:

THAT the County of Vermilion River receive the Chief Administrative Officer's Report for information.

8.b FINANCE

2019 Third Quarter Municipal Financial Statement – For Information

17

Recommendation:

THAT the County of Vermilion River receive the 2019 Third Quarter Municipal Financial Statement as information.

SHALLOW GAS TAX RELIEF - MOTION REQUIRED

19

Recommendation:

THAT the County of Vermilion River write off \$3,669.38 worth of property taxes for Spur Petroleum under the Shallow Gas Tax Relief Initiative.

Request for Information

8.c PUBLIC WORKS AND UTILITIES

Request for Information

8.d NATURAL GAS UTILITY

Q3 Natural Gas Utility Quarterly Report – For Information

23

Recommendation:

THAT the County of Vermilion River receive the Natural Gas Utility Third Quarter Report for information.

Request for Information

8.e AGRICULTURE AND ENVIRONMENT

Request for Information

8.f PROTECTIVE SERVICES

Request for Information

8.g PLANNING AND DEVELOPMENT

Community Enhancement and Recreation Grants for Fall 2019 – MOTION REQUIRED

31

Recommendation:

THAT the County of Vermilion River approve the Programs and Events and New Initiative grant applications for Fall 2019 for a total of \$4,665 as presented.

ISLAY HOSPITAL RESTORATION - MOTION REQUIRED

34

Recommendation:

THAT the County of Vermilion River direct administration to conduct a further investigation into the potential funding opportunities available for the restoration of the Islay Hospital building.

Request for Information

8.h GENERAL ADMINISTRATION

Request for Information

9. POLICIES

9.a

CREDIT CARD POLICY FI 006 - MOTION REQUIRED

37

Recommendation:

THAT the County of Vermilion River approve the Credit Card Policy FI 006 as presented.

10. BYLAWS

10.a BYLAW 19-18 – COUNTY OF VERMILION RIVER AND COUNTY OF ST. PAUL NO. 19 INTERMUNICIPAL COLLABORATION FRAMEWORK – MOTION REQUIRED

42

Recommendation:

THAT the County of Vermilion River give Third and Final Reading to Bylaw 19-18, being a bylaw to establish an Intermunicipal Collaboration Framework between the County of Vermilion River and the County of St. Paul No. 19.

10.b BYLAW 19-19 – COUNTY OF VERMILION RIVER AND COUNTY OF TWO HILLS NO. 21 INTERMUNICIPAL COLLABORATION FRAMEWORK – MOTION REQUIRED

53

Recommendation:

THAT the County of Vermilion River give Third and Final Reading to Bylaw 19-19, being a bylaw to establish an Intermunicipal Collaboration Framework between the County of Vermilion River and the County of Two Hills No. 21.

11. DELEGATIONS / PUBLIC HEARINGS

10:30 AM John Grove on behalf of AltaLink

- 12. DISPOSITION OF DELEGATION BUSINESS
- 13. NOTICES OF MOTION
- 14. COUNCIL REPORTS
- 15. CLOSED SESSION CONFIDENTIAL
- ADJOURNMENT









AltaLink at a Glance

- 100% focused on energy solutions
- more than 13,800 km of lines
- more than 317 substations
- Backbone of Alberta's electricity grid
- Serving 85% of Albertans
- Owned by Berkshire Hathaway Energy





Key Industry Players

Alberta Electric System Operator (AESO)

Independent, not-for-profit system planner

Alberta Utilities Commission (AUC)

Independent regulatory body

Transmission Facilities Owner (TFO)

Own and operate transmission facilities

Distribution Facilities Owner (DFO)

Own and operate distribution facilities

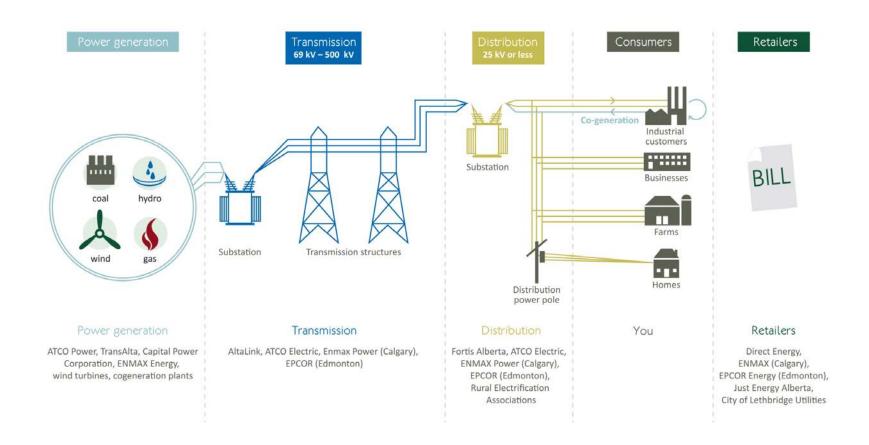
Fortis/REA

Our Customers

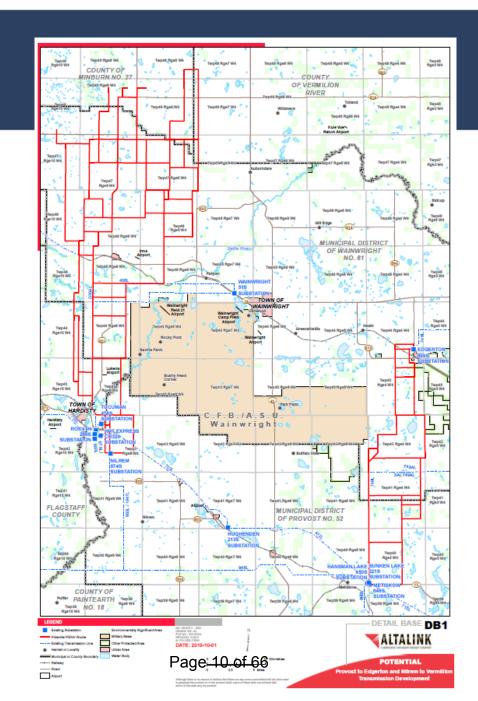
- Industry is more than 61%
 - Large industrial plants
 - Smaller local industrial businesses
- Commercial is 18%
- Residential is 13%
- Farms and Ranches is 3%
- Line losses 5%



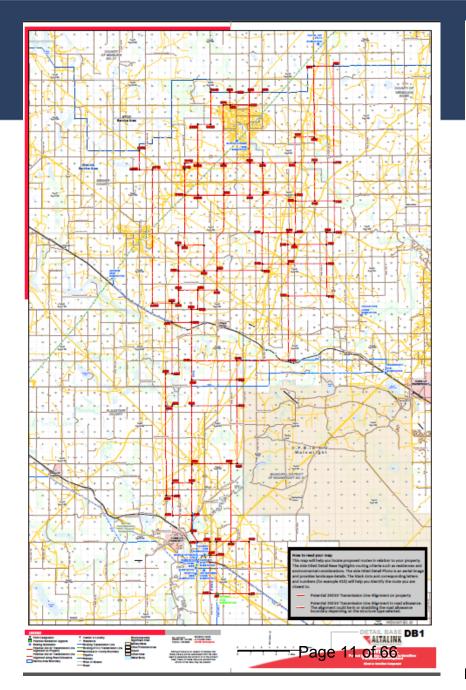
Alberta's Electric Infrastructure

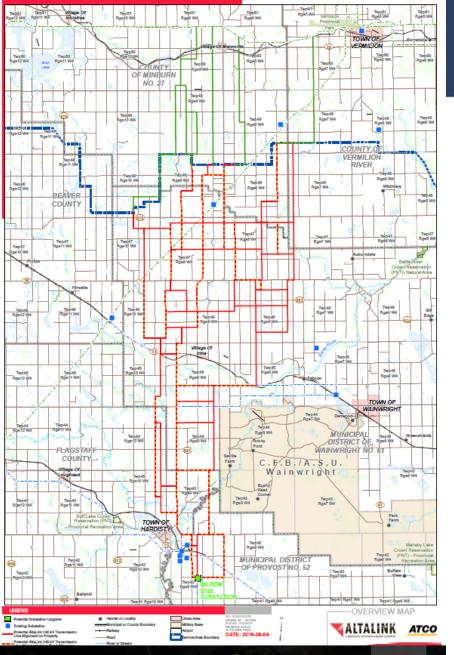


Project Overview

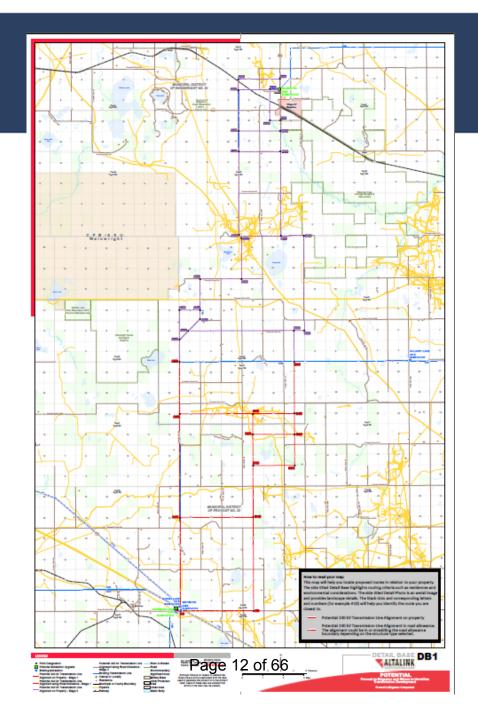


Nilrem to Vermillion NV



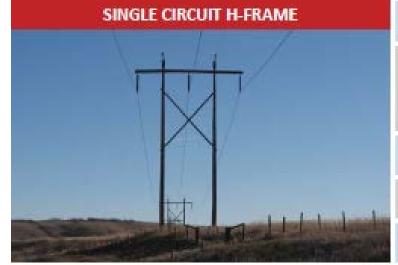


Provost to Edgerton PE



Structure Types

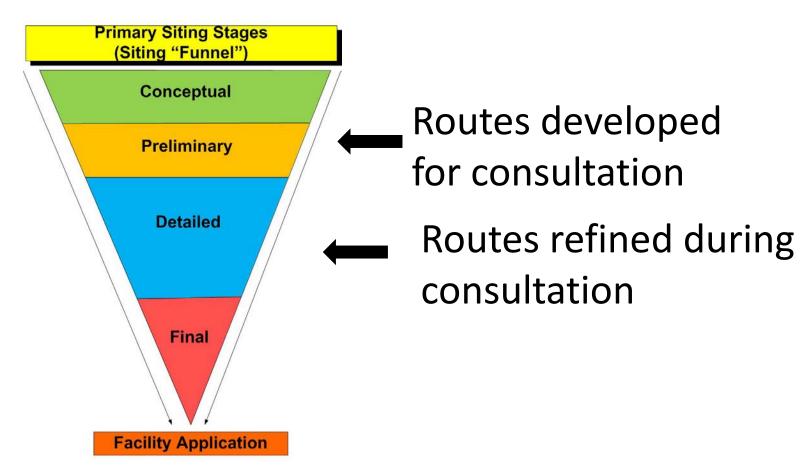




| Structure height | 25-35 m |
|-----------------------------------|---|
| Right-of-way width | When on private property: 34 m When straddling the road allowance edge: 17-20 m |
| Distance between structures | 180-275 m |
| Can be placed in road allowance* | Yes, partially |
| Can page 13 of 66 rivate property | Yes |



Siting and Consultation Process





Who we talk to

- Affected landowners
- First Nations
- Stakeholder groups
- Environmental groups
- Local and provincial government (elected officials and planning departments)
- Economic development agencies



How we identify routes

Factors used to generate preliminary route options include:

- Agricultural areas
- High residential density
- Environmental areas
- Existing infrastructure irrigation systems, gas wells
- Future interconnections to other transmission developments
- Cost

Public Events

Please join AltaLink and the AESO at:

| Wednesday October 23, 2019 | Edgerton, Ab | 5 to 8 p.m. | Edgerton Agricultural Hall 4915 50 Street Edgerton |
|----------------------------|---------------------|-------------|--|
| Thursday October 24, 2019 | MD of Wainwright | 5 to 8 p.m. | Albert Community Hall Rge. Rd 91 south of Twp. Rd 480 |

Project Schedule

Notify and consult with stakeholders: September 2019 to May 2020

• File application with the AUC: June 2020

Start construction if project is approved: July 2021

Anticipated construction completion: June 2022

Thank You

Contact information

website: www.altalink.ca/projects

toll-free: 1-877-269-1453

email: john.grove@altalink.ca



BRIEFING NOTE - TO COUNCIL

SUBJECT

2019 Third Quarter Municipal Financial Statement – For Information

RECOMMENDATION

THAT the County of Vermilion River receive the 2019 Third Quarter Municipal Financial Statement as information.

ATTACHMENTS

2019 Third Quarter Municipal Financial Statement

PREPARED BY: Viren Tailor

DATE: October 9, 2019



BRIEFING NOTE - TO COUNCIL

SUBJECT

2019 Third Quarter Municipal Financial Statement – For Information

RECOMMENDATION

THAT the County of Vermilion River receive the 2019 Third Quarter Municipal Financial Statement as information.

ATTACHMENTS

2019 Third Quarter Municipal Financial Statement

PREPARED BY: Viren Tailor

DATE: October 9, 2019



REQUEST FOR DECISION - TO COUNCIL

SUBJECT

SHALLOW GAS TAX RELIEF – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River write off \$3,669.38 worth of property taxes for Spur Petroleum under the Shallow Gas Tax Relief Initiative.

BACKGROUND

The Government of Alberta recently announced a property tax relief for shallow gas producers. Many shallow gas producers are in a difficult financial situation, and consequently, some have become insolvent due to the prevailing global market conditions and impact of the high operating expenses, including property taxes.

Municipal Affairs is conducting a review of regulated assessment models, including assessment of wells and pipelines. The current assessment models have not been updated since 2005, and do not reflect the circumstances faced by many shallow gas producers with older, lower productivity assets.

Preliminary indications are that the review will result in lower assessments for older shallow gas assets, but cannot be implemented until the 2020 taxation year. Relief for shallow gas producers cannot wait until 2020, therefore, municipal affairs will reduce 2019 property taxes on shallow gas wells and related pipelines by 35 percent.

Administration is recommending the cancellation and refund of the 2019 property taxes paid so as to reduce by 35 per cent (\$3,669.38) property taxes levied as per section 353(2) of the *Municipal Government Act,* which includes municipal property taxes, requisitions detailed in section 326(1)(a) and 359(1)(2), as well as special taxes levied under section 382(1) where the tax rate is based on the assessment.

ATTACHMENTS

Municipal Affairs Letter September 17, 2019



PREPARED BY: Viren Tailor

DATE: October 10, 2019



AR97915

September 17, 2019

Reeve Dale Swyripa Reeve County of Vermilion River PO Box 69 Kitscoty AB TOB 2P0

Dear Reeve Swyripa,

As you are aware, government has recently announced property tax relief for shallow gas producers. Many shallow gas producers are in a difficult financial situation. Some have become insolvent because of prevailing global market conditions and the impact of high operating expenses, including property taxes.

Municipal Affairs is conducting a review of regulated assessment models, including assessment of wells and pipelines. The current assessment models have not been updated since 2005, and do not reflect the circumstances faced by many shallow gas producers with older, lower productivity assets.

Preliminary indications are that the review will result in lower assessments for older shallow gas assets, but cannot be implemented until the 2020 taxation year. Relief for shallow gas producers cannot wait until 2020; therefore, this program will reduce 2019 property taxes on shallow gas wells and related pipelines by 35 per cent.

Municipal Affairs (MA) has now verified the list of qualifying shallow gas wells and related pipelines with the affected companies. This list (with a summary) is attached for your use in implementing this initiative. The list is final in terms of eligibility, and has been sent to the corresponding company for their information. However, if there are any discrepancies between the information attached and your municipal records, please contact Municipal Affairs before proceeding, as education tax credits will not be provided for non-qualifying properties.

I know I can count on your commitment to implement this important initiative. The required steps are outlined below. Additional details, including program guidelines and a certification form, are located at www.alberta.ca/shallow-gas-tax-relief.aspx.

.../2

- Your council will need to pass a resolution to cancel 35 per cent of the property taxes and any related late payment penalties;
- Your municipal administration will notify companies as required and issue refunds where more than 65 per cent of the property tax bills have been paid;
- Your municipal administration will email the signed resolution and attached certification form to MA for review;
- If the qualifying properties are certified to have received the cancellation of 35 per cent of property tax bills, Alberta Education will credit your municipality with the equivalent amount on the December 2019 education property tax invoice; and
- Municipalities will continue to collect the remaining property taxes from shallow gas properties for use in your local budgets.

Your participation in this program is critical to its success. Please submit the certification form and a signed copy of your council's resolution to MA on or before October 21, 2019.

If you have any questions, please contact a Municipal Affairs program advisor at 780-422-7125 (toll-free 310-0000), or email TaxProgramDelivery@gov.ab.ca.

Attachment:

Summary of Tax Relief by Company (includes detailed list of qualifying properties)

cc: Harold Northcott, Chief Administrative Officer, County of Vermilion River



COUNCIL MEETING DATE: OCTOBER 23, 2019 BRIEFING NOTE - TO COUNCIL

SUBJECT

Q3 Natural Gas Utility Quarterly Report – For Information

RECOMMENDATION

THAT the County of Vermilion River receive the Natural Gas Utility Third Quarter Report for information.

DETAILS

Background: The Director of Gas Utility reports updates within the department to Council on a quarterly basis.

ATTACHMENTS

1. Q3 Quarterly Report

PREPARED BY: Sarah Armstrong, Gas Utility Assistant

APPROVED BY: Louis Genest

DATE: October 16, 2019



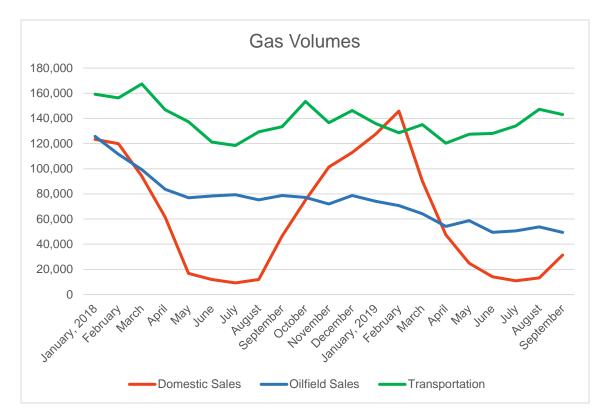
Natural Gas Utility Quarterly Report

Q3 2019

Cumulative Gas Volumes

- Domestic sales volumes up 20% from 2018
- Oilfield sales volumes down 35%
- Total sales volumes down 17%
- Transportation volumes flat
- Cumulative Gas Loss is 1.35%

Loss of oilfield sales volumes due to shut down of several high use facilities and numerous wells has significantly impacted our gas sales. Cold temperatures in Q1 and grain drying will offset the loss to an extent. However, we expect the total impact to the budgeted sales revenue to be -10%. Due to numerous projects to install systems for excess gas gathering transportation volumes are holding steady and are expected to increase even in light of the continuing oilfield economic slowdown. We are hopeful that several major new transportation accounts will be connected in Q4.



Industrial - Residential - System Construction

- Construction and Projects remain busy with projects scheduled until freeze up and several potential winter construction projects at the estimate stage.
- Gas Shop Addition/Renovation project has begun with award of the contract (Bexson Construction), design and permitting.

Completed Projects

- County of Two Hills / AltaGas project
- o Tap 50-52-102 Link is complete and final tie-in to Section 28 Battery is complete. Project is awaiting pressure protection equipment (by CNRL) at Section 28 Battery.
- Several small CNRL tie-ins in the Elk Point area
- Construction of 2 RMO Stations for MINCO Gas Co-op
- 4 Grain Dryer Services
- o Tap 10-20 South Loop Phase I
- o Gear/Rife Morgan Gathering System
- Husky Vermilion Gathering System
- o Musgrave SW Lloydminster Development Steel Pipeline Reroute
- o 1 of 2 CNRL Tulliby Lake Crown Land Projects
- o 7 Residential Infills

Projects in Progress

- o 6 Residential Infills and 1 Grain Dryer
- o PV Pork Upgrade
- o Tap 10-20 low pressure loop to accommodate TWP Rd 490 Construction
- o CNRL Tulliby Lake Crown Land Project
- o Tap 10 rebuild due to ground movement
- Smoky Lake RMO Design/Construction
- Husky Capoffs
- Kehewin Water Treatment Plant Gas Supply
- Kehewin System Upgrades
- Husky Marwayne Battery Excess Gas Supply
- o Dewberry Loop Line
- o Silver Willow Line Replacement
- o PVDF Pilot Project
- o Tap 40 Odorizer
- o Tap 40 Reconstruction
- o Tap 20-40 Connection Valve Automation
- SCADA Upgrades

Operations

- Regulating Station lockup, relief, and general inspections are in progress.
- Yard and public building inspections are complete. Block valve inspections are in progress.
- Meter change-outs are in progress with 70% of the 795 schedule meter replacements complete.
 We are behind schedule largely due to unavailability of timely meter recertification. We have begun to regularly utilize ATCO's meter shop to enable us to complete our required meter changes.
- Full third party Cathodic review has been completed and we are working through the recommendations and have completed a majority of remedial work.

- Regulating Station / Block Valve Signage are being updated to current CSA Z662 requirement.
- Pressure changes and system adjustments to accommodate grain drying operations' are ongoing.
- Working through system reviews and settings with new personnel working for industrial customers.
- Assisting the County with maintenance and operation of Emergency Communications Towers.
- Completing 5-7 service calls per week (Gas odor, CO2, Appliance issues).
- Processing 7-10 line locate requests/working day.
- Processing 1-2 crossing and proximity requests/working day.

Environmental Protection / Innovation

- Funding has been approved under the Natural Resources Canada Alternative Refueling Infrastructure grant program for our Natural Gas Refueling Station. Work is underway on planning, design and procurement of equipment.
- We were unsuccessful in our application for numerous methane reduction projects under the Environment and Climate Change Canada – Low Carbon Economy grant program. The reason given for denial of our application was that "Upstream emissions reductions from captured methane are not eligible reductions" under this funding program.
- Power Generation scoping study under the Energy Efficiency Alberta program is in progress. The
 initial findings on natural gas power generation at the County operations yard have been
 presented to Management. We are continuing to work with our contractor to find viable options
 for the County and our residents/businesses to utilize natural gas to offset grid electricity and
 grid generation.
- Working with Husky on a potential comprehensive gas gathering solution allowing Husky to
 maximize production of heavy oil wells with high volumes of excess methane by gathering gas to
 central compressor locations and use at current and proposed Husky locations requiring gas for
 heat, motors and steam.
- Working with Kehewin Cree Nation on a potential project to provide them with a plan and assistance with setting up proper self-management of their Gas Utility.

Financial Highlights

- Residential Gas Sales Margins are 20% above target with that trend projected to continue through Q4 due partially to grain drying.
- Industrial Sales Margins are 35% below target and steady. This is attributable largely due to loss of sales volumes at several large oilfield accounts (CNRL Christopher Lake, NewAlta/Tervita, Devon).
- Transportation Revenue is in line with projections and increasing due to new gas gathering projects.
- Industrial Project Revenue is in line with projections through Q3. We are awaiting approval on several projects to carry construction through to year-end and into 2020.
- Secondary Gas Services Revenue is projected to be approximately 20% above target.
- Operational Expenses are on budget.
- Gas Utility staff is preparing the 2020 Natural Gas Utility Budget for presentation in November.

County of Vermilion River Gas Utility

| Gas SakenFeiderhal (Gigajoules) \$ (641,814) \$ (841,814) \$ (885,498) \$ 243,885 \$ (283,281) \$ (384,213 | Sale of Gas - Margins | Re | 2019 esidential <u>Actual</u> | | 2019 Industrial <u>Actual</u> | | 2019 Consolidated <u>Actual</u> | (| 2019 Consolidated <u>Budget</u> | | Budget <u>Variance</u> |
|---|--|----|-------------------------------------|----|-------------------------------------|----|--|----|---------------------------------------|----|---------------------------|
| Strangoptation (Giagiquies) \$ (482,008) \$ (482,008) \$ (482,008) \$ (482,008) \$ (186,008) \$ (186,008) \$ (38,008) \$ (186,008) \$ (38 | | \$ | | | | | | | | | |
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| Secondarial | 5 Total Gross Margin (Gas Sales less Purchases) | \$ | (641,814) | \$ | (872,347) | \$ | (1,514,162) | \$ | (2,328,870) | \$ | 814,709 |
| Findustrial - Standard S | Service Charges | | | | | | | | | | |
| Sale of Gas & Service Charges Revenue Available for operations \$ (1,497,570) \$ (1,139,125) \$ (2,636,695) \$ (3,839,770) \$ 1,203,075 | 5 Residential | \$ | | | | | (855,756) | \$ | (1,135,000) | \$ | 279,244 |
| Bincome (Reserve Traf, Sale of Fixed Assets, Misc) \$ (20,386) \$ (20,386) \$ (40,771) \$ (194,000) \$ 153,229 | 6 Industrial - Standard | | | \$ | (266,778) | \$ | (266,778) | \$ | (375,900) | \$ | 109,122 |
| Bincome (Reserve Traf, Sale of Fixed Assets, Misc) \$ (20,386) \$ (20,386) \$ (40,771) \$ (194,000) \$ 153,229 | 7 Sale of Can & Service Charges Dayonus Available for operations | ė | /4 407 E70\ | ė | (4.420.425) | e | (2 626 605) | e | (2 020 770) | e | 4 202 075 |
| Operational Expenditures S | 7 Sale of Gas & Service Charges Revenue Available for operations | • | (1,497,570) | ð | (1,139,125) | • | (2,030,095) | 3 | (3,039,770) | • | 1,203,075 |
| 9 General Operations & Maintenance \$ 875,547 \$ 860,644 \$ 1,736,191 2,161,000 \$ (424,809) 10 Leak Detection/Yard Inspection \$ 25,773 \$ 6,100 \$ 31,873 \$ 67,000 \$ (55,127) 11 Meter Program \$ 8,2487 \$ 5,336 \$ 87,823 \$ 120,475 \$ (32,652) 12 Cathodic Protection \$ 3,6669 \$ 9,724 \$ 45,330 \$ 64,850 \$ (19,457) 13 Line Locating \$ 17,235 \$ 109,884 \$ 127,118 \$ 225,250 \$ (98,132) 14 Shopp \$ 7,725 \$ 7,855 \$ 15,637 \$ 28,000 \$ (12,363) 15 Sately \$ 30,447 \$ 30,447 \$ 60,894 \$ 90,500 \$ (22,9606) 16 Subtotal Operational Expenditures \$ 1,074,941 \$ 1,029,990 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 17 (Profit) Loss from Operations \$ 3,047 \$ 10,493 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 17 (Profit) Loss from Operations \$ 3,047 \$ 10,493 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 18 Amortization/Gain or Loss on Sale of Fixed Assets \$ 3,074,941 \$ 1,029,990 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 19 Reverse Amortization \$ 3,074,941 \$ 1,029,990 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 19 Reverse Amortization \$ 3,074,941 \$ 1,029,990 \$ 1,250,000 \$ (1,250,000) \$ (1,250,000) \$ PSAB 3150 Aditistments \$ 1,250,000 \$ 1,250,000 \$ (1,250,000) \$ (1,25 | 8 Income (Reserve Trsf, Sale of Fixed Assets, Misc) | \$ | (20,386) | \$ | (20,386) | \$ | (40,771) | \$ | (194,000) | \$ | 153,229 |
| 10 Leak Detection/Yard Inspection | <u> </u> | | | | | | | | | | |
| 11 Meter Program | | | | | | | | | | | |
| 12 Cathodic Protection | · | | | | | | | _ | | | |
| 13 Line Locating | | | | | | | | _ | | | |
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| Safety S | | | | | | | | | | | |
| 16 Subtotal Operational Expenditures \$ 1,074,941 \$ 1,029,990 \$ 2,104,931 \$ 2,777,075 \$ (672,144) 17 (Profit) Loss from Operations \$ (443,015) \$ (129,521) \$ (572,536) \$ (1,256,695) \$ (684,159) 18 Amortization/Gain or Loss on Sale of Fixed Assets \$. \$. \$. \$. \$. \$ 1,250,000 \$ (1,250,000) \$ 18 Amortization Cost on Sale of Fixed Assets \$. \$. \$. \$. \$. \$. \$. \$. \$. \$ | • | - | | | | | | | | | |
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| \$ - \$ - \$ 1,250,000 \$ (1,250,000) PSAB 3150 Adjustments 19 Reverse Amortization \$ \$ - \$ \$ - \$ (1,250,000) \$ 1,250,000 20 Drawn from Reserves \$ \$ - \$ - \$ \$ - \$ (1250,000) \$ 1250,000 20 Drawn from Reserves \$ \$ - \$ - \$ - \$ (482,000) \$ 482,000 21 Contributed to Equip & Facility Reserves \$ \$ - \$ - \$ - \$ 195,000 \$ (195,000) 22 Interest Added to Reserves \$ 5 - \$ - \$ 120,000 \$ (192,000) 23 Contributed to Project Reserve from Industrial Project Profit* \$ 5 - \$ - \$ 5 - \$ 120,000 \$ (120,000) 24 Contributed to Project Reserve from Operational Profit \$ 5 - \$ - \$ 5 - \$ 247,000 \$ (247,000) 25 Grants \$ (5,948) \$ (5,948) \$ (11,896) \$ (780,000) \$ 768,104 26 Sale of Fixed Assets \$ (28,248) \$ (28,248) \$ (28,248) \$ (56,495) \$ (84,500) \$ 768,104 26 Sales of Fixed Assets Acabet Sequip \$ 5 5,229 \$ 55,229 \$ 110,458 \$ 140,000 \$ (22,542) 28 Fixed Assets Wach & Equip \$ 5 20,109 \$ 20,109 \$ 40,218 \$ 68,000 \$ (27,782) 29 Fixed Assets Infrastructure \$ 144,560 \$ 144,560 \$ 124,560 \$ 289,121 \$ 1,262,000 \$ (972,879) 31 Net Profit on Industrial Project Reserve **Additional Revenue Streams** 34 Net Profit on Sale of Goods \$ (16,892) \$ 850 \$ (2,542) \$ (16,993) \$ (17,396) \$ (27,381) 36 Secondary Installations & Heaters \$ (16,900) \$ (73,811) \$ (17,368) \$ (44,150) \$ (27,818) \$ (17,368) \$ (27,818) | | | | | | | | | | | |
| PSAB 3150 Adjustments | 17 (Profit) Loss from Operations | \$ | (443,015) | \$ | (129,521) | \$ | (572,536) | \$ | (1,256,695) | \$ | 684,159 |
| 19 Reverse Amortization \$ - \$ - \$ (1,250,000) \$ 1,250,000 20 Drawn from Reserves \$ - \$ 5 - \$ 5 (482,000) \$ 482,000 \$ | 18 Amortization/Gain or Loss on Sale of Fixed Assets | \$ | - | \$ | - | \$ | - | \$ | 1,250,000 | \$ | (1,250,000) |
| 20 Drawn from Reserves \$ | | | | | | | | | | | |
| 21 Contributed to Equip & Facility Reserves 2 | | | | | - | - | - | _ | | | |
| 22 Interest Added to Reserves \$ - \$ - \$ 120,000 \$ (120,000) 23 Contributed to Project Reserve from Industrial Project Profit* \$ - \$ - \$ 247,000 \$ (247,000) 24 Contributed to Project Reserve from Operational Profit \$ - \$ - \$ 247,000 \$ (247,000) 25 Grants \$ (5,948) \$ (5,948) \$ (11,896) \$ (780,000) \$ 763,000) 25 Grants \$ (5,948) \$ (28,248) \$ (28,248) \$ (65,495) \$ (84,500) \$ 768,104 26 Sale of Fixed Assets \$ (28,248) \$ (28,248) \$ (56,495) \$ (84,500) \$ 768,104 26 Sale of Fixed Assets Mach & Equip 26 Fixed Assets Mach & Equip 27 Fixed Assets Vehicles \$ 20,109 \$ 20,109 \$ 110,458 \$ 140,000 \$ (29,542) 29 Fixed Assets Vehicles \$ 20,109 \$ 20,109 \$ 40,218 \$ 68,000 \$ (27,782) 29 Fixed Assets Buildings \$ 144,560 \$ 144,560 \$ 289,121 \$ 1,262,000 \$ (972,879) 31 Net Profit on Industrial Projects/Infills \$ 95,533 \$ 95,533 \$ 191,066 \$ (247,000) \$ 438,066 32 Subtotal Adjustments \$ 281,236 \$ 281,236 \$ 281,236 \$ 562,473 \$ (58,500) \$ 620,973 33 (Profit) Loss After Adjustments * Industrial Project Profit flows 100% through Industrial Budget to Project Reserve **Additional Revenue Streams** 34 Net Profit on Service Calls \$ (1,692) \$ 850 \$ (2,542) 35 Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) 36 Secondary Installations & Heaters \$ (71,968) \$ (44,150) \$ (27,818) | | | | • | - | - | - | | | | |
| 23 Contributed to Project Reserve from Industrial Project Profit* \$ | · · · · · · · · · · · · · · · · · · · | | | | - | | - | _ | | | |
| 24 Contributed to Project Reserve from Operational Profit | | | | | | - | - | _ | | | |
| 25 Grants \$ (5,948) \$ (5,948) \$ (11,896) \$ (780,000) \$ 768,104 \$ (28,248) \$ (247,828) \$ (247,828) \$ (247,828) \$ (247,828) \$ (247,828) \$ (247,828) \$ (247,828) \$ (247,000) \$ (48,248 | • | | | - | _ | | | _ | | | |
| 26 Sale of Fixed Assets \$ (20,248) \$ (20,248) \$ (20,248) \$ (20,248) \$ (56,495) \$ (84,500) \$ 20,005 27 Fixed Assets Mach & Equip \$ 55,229 \$ 55,229 28 Fixed Assets Vehicles \$ 20,109 \$ 20,109 \$ 40,218 \$ 68,000 \$ (27,782) 29 Fixed Assets Infrastructure \$ 144,560 \$ 144,560 \$ 289,121 \$ 1,262,000 \$ (972,879) 31 Net Profit on Industrial Projects/Infills \$ 95,533 \$ 95,533 \$ 191,066 \$ (247,000) \$ 438,066 32 Subtotal Adjustments \$ 281,236 \$ 281,236 \$ 562,473 \$ (58,500) \$ 620,973 33 (Profit) Loss After Adjustments * Industrial Project Profit flows 100% through Industrial Budget to Project Reserve * Additional Revenue Streams 34 Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) 36 Secondary Installations & Heaters 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | | | - | (5.948) | | (11.896) | | | _ | |
| 28 Fixed Assets Vehicles \$ 20,109 \$ 20,109 \$ 40,218 \$ 68,000 \$ (27,782) 29 Fixed Assets Buildings \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | 26 Sale of Fixed Assets | - | | | | | | | | | |
| 29 Fixed Assets Buildings \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | 27 Fixed Assets Mach & Equip | \$ | 55,229 | \$ | 55,229 | \$ | 110,458 | \$ | 140,000 | \$ | (29,542) |
| 30 Fixed Assets Infrastructure \$ 144,560 \$ 144,560 \$ 289,121 \$ 1,262,000 \$ (972,879) 31 Net Profit on Industrial Projects/Infills \$ 95,533 \$ 95,533 \$ 191,066 \$ (247,000) \$ 438,066 32 Subtotal Adjustments \$ 281,236 \$ 281,236 \$ 562,473 \$ (58,500) \$ 620,973 33 (Profit) Loss After Adjustments \$ (161,779) \$ 151,715 \$ (10,063) \$ (65,195) \$ 55,132 \$ Industrial Project Profit flows 100% through Industrial Budget to Project Reserve Additional Revenue Streams \$ (1,692) \$ 850 \$ (2,542) \$ Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) \$ 6 Secondary Installations & Heaters \$ (53,896) \$ (36,000) \$ (17,896) \$ 7 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | | | | 20,109 | | 40,218 | | 68,000 | | (27,782) |
| 31 Net Profit on Industrial Projects/Infills \$ 95,533 \$ 95,533 \$ 191,066 \$ (247,000) \$ 438,066 32 Subtotal Adjustments \$ 281,236 \$ 281,236 \$ 562,473 \$ (58,500) \$ 620,973 33 (Profit) Loss After Adjustments \$ (161,779) \$ 151,715 \$ (10,063) \$ (65,195) \$ 55,132 \$ (10,063) \$ (65,195) \$ 55,132 \$ (10,063) \$ (10,06 | | | | _ | - | | - | | - | | - |
| Subtotal Adjustments \$ 281,236 | | | | | | | | _ | -,, | | |
| \$ (161,779) \$ 151,715 \$ (10,063) \$ (65,195) \$ 55,132 * Industrial Project Profit flows 100% through Industrial Budget to Project Reserve * Additional Revenue Streams 34 Net Profit on Service Calls \$ (1,692) \$ 850 \$ (2,542) \$ (163,81) \$ (9,000) \$ (7,381) \$ (53,896) \$ (36,000) \$ (17,896) \$ Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | · · · · · · · · · · · · · · · · · · · | | | _ | | | | | | | |
| * Industrial Project Profit flows 100% through Industrial Budget to Project Reserve Additional Revenue Streams 34 Net Profit on Service Calls 35 Net Profit on Sale of Goods 36 Secondary Installations & Heaters 37 Net from Revenue Streams \$ (1,692) \$ 850 \$ (2,542) \$ (16,381) \$ (9,000) \$ (7,381) \$ (53,896) \$ (36,000) \$ (17,896) \$ (71,968) \$ (44,150) \$ (27,818) | | | | | | | | | | | |
| Additional Revenue Streams \$ (1,692) \$ 850 \$ (2,542) 34 Net Profit on Service Calls \$ (16,381) \$ (9,000) \$ (7,381) 35 Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) 36 Secondary Installations & Heaters \$ (53,896) \$ (36,000) \$ (17,896) 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | \$ | (161,779) | \$ | 151,/15 | \$ | (10,063) | \$ | (65,195) | \$ | 55,132 |
| 34 Net Profit on Service Calls \$ (1,692) \$ 850 \$ (2,542) 35 Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) 36 Secondary Installations & Heaters \$ (53,896) \$ (36,000) \$ (17,896) 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | industrial Project Profit flows 100% tiflough industrial budget to Project Reserve | | | | | | | | | | |
| 35 Net Profit on Sale of Goods \$ (16,381) \$ (9,000) \$ (7,381) \$ 36 Secondary Installations & Heaters \$ (53,896) \$ (36,000) \$ (17,896) \$ 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | | | | | | | | | _ | |
| 36 Secondary Installations & Heaters \$ (53,896) \$ (36,000) \$ (17,896) \$ 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | | | | | | | | | | |
| 37 Net from Revenue Streams \$ (71,968) \$ (44,150) \$ (27,818) | | | | | | | | | | | |
| | | | | | | | | | | _ | |
| 38 Total (Profit) Loss \$ (82,032) \$ (109,345) \$ 27,314 | or not nom notoniae outening | | | | | 4 | (11,500) | • | (44,130) | | (21,010) |
| | 38 Total (Profit) Loss | | | | | \$ | (82,032) | \$ | (109,345) | \$ | 27,314 |

Segmented Expenditure Breakdown

| | | 2 | 2019 Actuals | | Budget | | 2018 Actuals |
|----------------------------------|----------|----|--------------|----|-------------|----|--------------|
| | | | To Date | | | | To Date |
| 1 Operational | | | | | | | |
| 2 Labour Costs | | \$ | 1,506,162 | \$ | 1,749,575 | \$ | 1,545,200 |
| 3 Purchased/Contract Services | | \$ | 342,589 | \$ | 627,000 | \$ | 293,127 |
| 4 Materials & Supplies* | | \$ | 228,881 | \$ | 310,000 | \$ | 219,831 |
| 5 Other | | \$ | 27,298 | \$ | 90,500 | \$ | 75,824 |
| 6 | Subtotal | \$ | 2,104,931 | \$ | 2,777,075 | \$ | 2,133,981 |
| 7 | | | | | | | |
| 8 Billable Services (Non-Capit | al) | | | | | | |
| 9 Labour Costs | | \$ | 60,234 | \$ | 111,000 | \$ | 69,330 |
| 10 Purchased/Contract Services | | \$ | 66,015 | \$ | 24,000 | \$ | 26,372 |
| 11 Materials & Supplies | | \$ | 11,332 | \$ | 45,350 | \$ | 8,090 |
| 12 Other | | \$ | 12,409 | \$ | 10,500 | \$ | |
| 13 | Subtotal | \$ | 149,990 | \$ | 190,850 | \$ | 103,791 |
| 14 | | | | | | | |
| 15 Internal Capital Projects | | | | | | | |
| 16 (Funded from Reserve) | | | | | | | |
| 17 Labour Costs | | \$ | 46,451 | \$ | - | \$ | 11,953 |
| 18 Purchased/Contract Services | | \$ | 169,017 | \$ | 130,195 | \$ | 88,638 |
| 19 Materials & Supplies | | \$ | 73,985 | \$ | 300,000 | \$ | 199,330 |
| 20 Other | | \$ | | \$ | | \$ | |
| 21 | Subtotal | \$ | 289,453 | \$ | 430,195 | \$ | 299,920 |
| 22 | | | | | | | |
| 23 Infills & Industrial Projects | | | | | | | |
| 24 (Billable) | | | | | | | |
| 25 Labour Costs | | \$ | 228,291 | \$ | 408,000 | \$ | 112,040 |
| 26 Purchased/Contract Services | | \$ | 234,974 | \$ | 400,000 | \$ | 164,741 |
| 27 Materials & Supplies | | \$ | 266,909 | \$ | 200,000 | \$ | 8,664 |
| 28 Other | | \$ | 37,500 | \$ | 120,000 | \$ | 56,250 |
| 29 | Subtotal | \$ | 767,674 | \$ | 1,128,000 | \$ | 341,694 |
| 30 | | | | | | | |
| 31 Total Expense by Segment | <u>t</u> | | 2019 Actual | _ | 2019 Budget | _ | 2018 Actual |
| 32 Labour Costs | | \$ | 1,841,138 | \$ | 2,268,575 | \$ | 1,738,522 |
| 33 Purchased/Contract Service | es | \$ | 812,595 | \$ | 1,181,195 | \$ | 572,877 |
| 34 Materials & Supplies* | | \$ | 581,107 | \$ | 855,350 | \$ | 435,914 |
| 35 Other** | | \$ | 77,207 | \$ | 651,195 | \$ | 132,074 |
| 36 | Total | \$ | 3,312,047 | \$ | 4,956,315 | \$ | 2,879,387 |

^{37 *}Excludes purchase of Gas for resale

Capital Projects Summary

Billable Capital Project Summaries

| | Revenue | Expenditures | Ne | t (Profit) Loss to Date |
|---|-----------------|---------------|----|----------------------------|
| Completed Projects | | | | |
| 1 TWO HILLS 68-002 | \$ (286,473) | \$ 288,162 | Ş | 1,689 |
| 2 CNRL 72-081 | \$ (70,979) | \$ 16,412 | \$ | (54,566) |
| 3 GEAR 87-007 | \$ - | \$ 3,103 | \$ | 3,103 |
| 4 GEAR 87-011 | \$ - | \$ 282 | \$ | 282 |
| 5 MINCO RMO'S 68-003 | \$ (89,057) | \$ 65,300 | \$ | (23,757) |
| 6 GEAR/RIFE 87-012 | \$ (65,846) | \$ 40,635 | \$ | (25,211) |
| 7 CNRL 72-077 | \$ - | \$ 325 | \$ | 325 |
| 8 | | | | |
| 9 | | | | |
| 10 Subtotal | \$ (512,355) | \$ 414,219 | \$ | (98,136) |
| 11 | | | | |
| 12 Projects in Progress | | | | |
| 13 HUSKY 78-038 | \$ - | \$ 474 | \$ | 474 |
| 14 HUSKY 78-039 | \$ - | \$ 71,521 | \$ | 71,521 |
| 15 CNRL 72-078 | \$ 6,570 | \$ 9,214 | \$ | 15,784 |
| 16 CNRL 72-079 | \$ - | \$ - | \$ | - |
| 17 CNRL 72-080 | \$ 158 | \$ - | \$ | 158 |
| 18 CNRL 72-082 | \$ - | \$ 3,538 | \$ | 3,538 |
| 19 SMOKY LAKE RMO 68-004 | \$ - | \$ 66,964 | \$ | 66,964 |
| 20 KEHEWIN 68-005 | \$ - | \$ 27,164 | \$ | 27,164 |
| 21 MUSGRAVE 68-006 | \$ - | \$ 15,627 | \$ | 15,627 |
| 22 | | | | |
| 23 Subtotal | \$ 6,728 | \$ 194,502 | Ş | 201,230 |
| 24 | | | | |
| 25 Infills | \$ (71,313) | \$ 70,422 | Ş | (890) |
| 26 | | | | |
| 27 Legislative and Admin Recovery | \$ - | \$ 37,500 | \$ | 37,500 |
| 28 | | | | |
| 29 General, Investigation, Other | \$ (0) | \$ 51,362 | \$ | 51,362 |
| 30 | | | | |
| 31 Subtotal Industrial Projects and Infills | \$ (576,939) | \$ 768,006 | Ş | 191,066 |
| 32 | | | | |

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34

Capital Projects Summary

Infrastructure Project Summaries

| | Rev | enue / Reserve | | Ne | t (Profit) Loss | |
|---|-----|----------------|------------------|----|-----------------|---------------|
| 35 | | Withdrawal | Expenditures | | to Date | Budget |
| 36 Internal Capital Projects | | | | | | |
| 37 (Funded from Reserve) | | | | | | |
| 38 SCADA 95-08 | \$ | - | \$ 39,540.43 | \$ | 39,540 | \$ 75,000 |
| 39 Household Meter Bypass 95-09 | \$ | - | \$ 52,466.93 | \$ | 52,467 | \$ 20,000 |
| 40 Tulliby Lake Landslide 95-35 | \$ | - | \$ 409.02 | \$ | 409 | \$ - |
| 41 Intermediate PSV Inspections 95-36 | \$ | - | \$ - | \$ | - | \$ - |
| 42 Tap 50 Rebuild 95-37 | \$ | - | \$ 650.00 | \$ | 650 | \$ - |
| 43 Reg Station 620 Upgrades 95-38 | \$ | - | \$ - | \$ | - | \$ 20,000 |
| 44 End of Line Pressure Sensors 95-40 | \$ | - | \$ - | \$ | - | \$ - |
| 45 SCADA South Network Upgrade 95-41 | \$ | - | \$ 1,456.78 | \$ | 1,457 | \$ 10,000 |
| 46 Tap 70 Regulator Upgrade 95-43 | \$ | - | \$ 700.00 | \$ | 700 | \$ - |
| 47 CNG Refueling Study 95-45 | \$ | (5,948) | \$ 40,058.08 | \$ | 34,110 | \$ 50,000 |
| 48 Vent Gas Strategy 95-46 | \$ | - | \$ 15,000.00 | \$ | 15,000 | \$ 15,000 |
| 49 Tap 10 South Loop 95-047 | \$ | - | \$ 124,138.12 | \$ | 124,138 | \$ 250,000 |
| 50 Shop Addition 95-048 | \$ | - | \$ 1,291.00 | \$ | 1,291 | \$ 15,000 |
| 51 R0020-007 Reg Stn Move | \$ | (13,675) | \$ 3,937.15 | \$ | (9,738) | \$ - |
| 52 TWP 490 Rd Construction Reroute 95-050 | \$ | - | \$ 8,433.81 | \$ | 8,434 | \$ 15,000 |
| 53 Tap 10 Station 95-051 | \$ | - | \$ 1,039.26 | \$ | 1,039 | \$ 20,000 |
| 54 | | | | | | |
| 55 Subtotal Internal Capital Projects | \$ | (19,623) | \$ 289,121 | \$ | 269,498 | |
| 56 | | | _ | | | |
| 57 | | | | | | |
| 58 Total Projects | \$ | (596,562) | \$ 1,057,126 | \$ | 460,564 | |



REQUEST FOR DECISION - TO COUNCIL

SUBJECT

Community Enhancement and Recreation Grants for Fall 2019 – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River approve the Programs and Events and New Initiative grant applications for Fall 2019 for a total of \$4,665 as presented.

DETAILS

Background: There is a total of \$20,000 for the year for the Programs & Events and the New Initiatives grants under Community Enhancement and Recreation. In the Spring of 2019, a total of \$11,500 was distributed. The requests for the Fall total \$4,665. Any amount remaining after this intake will be added to the Small Capital Project fund for future projects.

Discussion: There were five applications received in Programs and Events with only 3 eligible. The other two applications were deemed ineligible because one was for the same event in back to back years (an event is only funded every second year) and the other because they applied for FCCS funding and an event/program cannot use both sources of funding for the same event (so it will remain in the FCSS requests instead of here). There was one application received for the New Initiatives.

Relevant Policy/Legislation Practices:

- 1. Programs & Events Application
- 2. New Initiatives Application

Desired Outcome (s): To approve the Fall intake of these grants.

Response Options: That the County of Vermilion River approve the Programs and Events, and the New Initiatives grant applications for Fall 2019 as presented for \$4,665. This includes \$1,000 each for Dewberry Minor Hockey, Paradise Valley Agricultural Society and Dewberry Agricultural Society and \$1,665 for the Paradise Valley & District Museum.



IMPLICATIONS OF RECOMMENDATION

Organizational: Administration works with the recipients to advise them of their application status and arrange for necessary reporting.

Financial: Administration will make appropriate requests for payment within 14 days.

ATTACHMENTS

1. Recreation Grants Summary for Fall 2019

PREPARED BY: Corinne McGirr, Community Development Coordinator

DATE: October 11, 2019

RECREATION GRANTS

FALL 2019 ALLOCATION

There is a total of \$20,000 for the year. In the spring, \$11,500 was distributed, leaving \$8,500 for the fall. Any amount remaining after this intake will be added to the Small Capital Project fund for future projects.

PROGRAMS & EVENTS GRANT CATEGORY

• 5 applications were received in this category for the fall 2019 intake, but only 3 are eligible. The other two applications were deemed ineligible because one was for the same event in back to back years (an event is only funded every second year) and the other because they applied for FCCS funding and an event/program cannot use both sources of funding for the same event (so it will remain in the FCSS requests instead of here).

| ORGANIZATION | PURPOSE OF APPLICATION | ELIGIBLE EXPENSES | CRITERIA FACTOR | MAX ELIGIBLE | RECOMMEND \$ for 2019 APPROVAL (Criteria % x Max Eligible) |
|-------------------------------|--|----------------------|--------------------|-----------------|--|
| Dewberry Ag Society | Expenses for hosting a Fun Day & Trade Show during the Chuckwagon weekend | \$1600 | 100 | \$1,000 | \$1,000 |
| Dewberry Minor Hockey | Expenses for hosting the East Alberta Central Female Hockey All Star Games Day | \$1765 | 100 | \$1,000 | \$1,000 |
| Paradise Valley Ag Society | Expenses for hosting the 2020 3 Cities Fair | \$75,650 | 100 | \$1,000 | \$1,000 |
| | | | | TOTAL | \$3,000 |

NEW INITIATIVES GRANT CATEGORY

1 application was received in this category for the fall 2019 intake

| ORGANIZATION | PURPOSE OF APPLICATION | ELIGIBLE EXPENSES | CRITERIA FACTOR | MAX ELIGIBLE | RECOMMEND \$ for 2019 APPROVAL (Criteria % x Max Eligible) |
|-------------------------|---|----------------------|--------------------|-----------------|--|
| PV & District Museum | Outdoor Movie Program – technology and equipment purchase | \$1,850 | 90 | \$1,665 | \$1,66 5 |
| | | | | TOTAL | \$1,66 5 |

GRAND TOTAL Recommendation FOR THE Fall INTAKE: \$4,665



MEETING DATE: OCTOBER 22, 2019

REQUEST FOR DECISION - TO COUNCIL

SUBJECT

ISLAY HOSPITAL RESORATION - MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River direct administration to conduct a further investigation into the potential funding opportunities available for the restoration of the Islay Hospital building.

DETAILS

Background: An interested stakeholder has written to inquire about whether the County of Vermilion River would be able to investigate the possibility of preserving the former Islay Hospital, which was originally opened in June 1912. The building is currently privately owned and in uncertain condition.

Discussion: This project would be a very extensive restoration that would require a dedicated committee for fundraising, researching historical relevance and planning long term sustainability. An initial search of available funding for such a project has resulted in very few options and existing funds are not readily available at this time.

Desired Outcome (s):

That the project not be pursued any further due to lack of manpower and financial resources.

Response Options:

THAT the County of Vermilion River pursue further a restoration project for the original Islay Hospital building.

OR

THAT the County of Vermilion River does not pursue further a restoration project for the original Islay Hospital building.

IMPLICATIONS OF RECOMMENDATION



Organizational: Administration to implement next steps as needed

ATTACHMENTS

1. Islay Hospital project inquiry

PREPARED BY: Corinne McGirr, Community Development Coordinator

DATE: October 15, 2019

Sent: September-24-19 12:36 PM

To: County of Vermilion River - Reception < reception@county24.com>

Subject: Islay Hospital Conservation

Good Afternoon:

Attention CAO

My name is John Scott, a former CAO of the County (1977-1992), a former resident of the Islay district, and now a resident of Kitscoty.

I recently attended a gathering of a dozen or so current and former residents of the Islay community and during our conversation the matter of preserving the former Islay Hospital, opened in June of 1912, sparked some interest in the possibility of restoring the building. We are aware that the building is privately owned and, with the passage of time, may have deteriorated beyond the possibility of restoration.

I have been asked to contact you and the county council to determine if they are interested in pursuing the possibility of undertaking a restoration project. In the past there were Provincial/Federal grants for the preservation of historical structures but possibly they are not now available.

It was mentioned that this hospital could have been the first rural hospital in the province. Alan Ronaghan wrote a book titled "A White Passion" and the hospital Board wrote a history titled "The Hospital On The Hill". These would provide an insight into the importance of the hospital in the history of the County.

Should there be some interest by council I would think the first steps would be to determine if the property is available and to have the bjuilding inspected to determine if it could be restored.

I would be pleased to hear what council's thoughts are regarding this proposal.

John Scott



MEETING DATE: OCTOBER 22, 2019

REQUEST FOR DECISION - TO COUNCIL

SUBJECT

CREDIT CARD POLICY FI 006 – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River approve the Credit Card Policy FI 006 as presented.

BACKGROUND

The County of Vermilion River Credit Card policy FI 006 was first approved on September 8, 1998, with last revision (update) on this policy being done on May 26th, 2015.

Attached policy has following major changes;

- ⇒ Policy was formatted as per current Presentation and Marketing protocol,
- ⇒ Director of Corporate Service is authorized Credit Card user with \$5,000 credit limit,
- ⇒ Human Resource Manager's Credit card limit was increased to \$2,000,
- □ Director can self-attest their credit card expenses,
- ⇒ CAO will be provided a copy of self-attest Card expense summary for all card holders,
- ⇒ CAO's credit card summary will be provided to Reeve for review,
- Expense less than \$100 may be approved by the employee without receipt,

ATTACHMENTS

FI006 Credit Card Policy

PREPARED BY: Viren Tailor

DATE: September 25, 2019



| POLICY # FI 006 | CREDIT CARDS |
|-----------------|--------------|
|-----------------|--------------|

| APPROVAL | September 8, 1998 | CROSS- | |
|-----------------------|--|-----------------|--|
| RESPONSIBILITY: | Finance | REFERENCE: | |
| APPROVER: | Council | APPENDICES: | |
| REVISION DATE (s): | 42-01-02; 16-05-04; 65- 03-05; 76-05-08; 12-04- 12; 39-05-15 (May 26, 2015) | REVIEW DATE: | |

POLICY STATEMENT

To establish a clear guideline for the authorization and use of County of Vermilion River credit cards for expenditures by designated Employees.

BACKGROUND

This policy was originally developed as a means of facilitating Employee and Councillor attendance at approved conventions, meetings and training workshops, as well as in the performance of their duties, to prevent undue burden on personal financial resources.

OBJECTIVE

To protect the interest of public funds by controlling the use and limit of County of Vermilion River credit cards.



SCOPE

| INTERNAL STAKEHOLDERS | EXTERNAL STAKEHOLDERS |
|-----------------------|-----------------------|
| Employees | |
| Council | |

DEFINITIONS

Authorized Purchases are any expenses incurred by a County of Vermilion River Employee which have a direct operational benefit to the organization and include, but are not limited to, parking fees, conference and seminar registrations, airfare, hotel accommodations, public relations, postage machine fares, subsistence, fuel, repair to County vehicles, transaction fees and interest fees.

County is the County of Vermilion River.

Credit Card(s) is a County of Vermilion River issued MasterCard, Visa or American Express.

Credit Card Administrator is the Director of Corporate Services and/or the Chief Administrative Officer.

Employee(s) is an employee of the County of Vermilion River.

GUIDING PRINCIPLES

- Credit Card use must comply with the County's Purchasing Policy AD 004.
- Credit Cards must only be used for Authorized Purchases.
- Credit Card purchases must be small in scope and of a non-capital nature unless authorized by the Chief Administrative Officer.
- Cash Advances are strictly prohibited.
- Credit Cards may be revoked at any time if deemed necessary by the Chief Administrative Officer.
- Upon resignation or termination, Employees must immediately return their Credit Card to the Credit Card Administrator.
- Employees appointed to the following positions are entitled to a County Credit Card, subject to the limits set forth below:

| 0 | Chief Administrative Officer | \$25,000.00 |
|---|---|-------------|
| 0 | Director of Natural Gas Utility | \$5,000.00 |
| 0 | Director of Public Works & Infrastructure | \$5,000.00 |
| 0 | Director of Corporate Services | \$5,000.00 |



| 0 | Director of Agriculture & Environment | \$5,000.00 |
|---|---------------------------------------|------------|
| 0 | Director of Protective Services | \$5,000.00 |
| 0 | Manager of Facilities & Safety | \$5,000.00 |
| 0 | Director of Planning & Development | \$5,000.00 |
| 0 | Manager of Human Resources | \$2,000.00 |

- Credit Card statements must be opened in the presence of the Director of Corporate Services or Manager of Finance and immediately given to the accounts payable clerk for processing.
- Receipts must be provided on a monthly basis to the accounts payable department for all
 purchases made on County Credit Cards. Employees must also complete the spreadsheet
 provided by the finance department which outlines the individual expense(s), where the
 expense(s) is to be coded, and a brief summary of the charges.
- For meal and public relation expenses on County Credit Cards, Employees must include a list of attendees as well as the purpose of the meeting in their brief summary of the charges.
- Credit Card Receipts that do not provide details of the expense are not accepted as proof of payment.
- Expenses not related to County business operations or expenses without proper receipts must be paid by the Employee to whom the County Credit Card has been issued.
- Payment of County Credit Card balances must be paid on or before the due date on the statement by the Credit Card Administrator.
- Credit Card expenses must be approved and signed off on by the Employee to whom the Credit Card has been issued. A summary of all Employee Credit Card expenses is submitted to the Chief Administrative Officer for review, and a summary of the Chief Administrative Officer's Credit Card expenses is submitted to the Reeve for review.

ROLES & RESPONSIBILITIES

| ROLE/TASK | TITLE (s) OF PERSON RESPONSIBLE |
|----------------------------------|---------------------------------|
| HANDLING INQUIRIES | Chief Administrative Officer |
| MONITORING REVIEWS AND REVISIONS | Executive Secretary |
| IMPLEMENTING POLICY | Council |
| COMMUNICATING POLICY | Chief Administrative Officer |



EXCEPTIONS

- County business expenses paid for utilizing a County Credit Card, and submitted without a
 proper receipt, may be approved at the discretion of the Employee to whom the Credit
 Card has been issued and the Chief Administrative Officer. Signatures from both the
 Employee to whom the Credit Card has been issued and the Chief Administrative Officer
 are required for the accounts payable Employee to process the expenses.
- Expenses less than \$100.00 may be approved by the Employee to whom the Credit Card has been issued. In these cases, a signature from the Employee to whom the Credit Card has been issued is required for the accounts payable Employee to process the expense(s). Although no signature from the Chief Administrative Officer is required, the Finance Department shall ensure that the Chief Administrative Officer has been advised of the expense and lack of receipt.



MEETING DATE: OCTOBER 22, 2019

REQUEST FOR DECISION - TO COUNCIL

SUBJECT

BYLAW 19-18 – COUNTY OF VERMILION RIVER AND COUNTY OF ST. PAUL NO. 19 INTERMUNICIPAL COLLABORATION FRAMEWORK – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River give Third and Final Reading to Bylaw 19-18, being a bylaw to establish an Intermunicipal Collaboration Framework between the County of Vermilion River and the County of St. Paul No. 19.

DETAILS

Background: To meet the requirements of the Municipal Government Act (MGA), that all municipalities must adopt the Intermunicipal Collaboration Frameworks (ICF) with their land-based neighbouring municipalities, the participating municipalities determined that a collaborative approach would bring the most value. The group of municipalities ("the partners") involved in the Rural Multi-Jurisdictional ICF Project includes the participation of:

- County of St. Paul
- County of Two Hills
- County of Vermilion River
- Lac La Biche County
- Municipal District of Bonnyville
- Smoky Lake County

This ICF is one of nine rural-to-rural frameworks developed through this project. The partners' shared borders are expansive, yet have significant common features including being rural, largely agricultural in land use, and sharing ecological, utility and transportation features.

During the review of the ICF Draft, the County of Vermilion River Public Works Department would like to pool resources to find bigger deposits of gravel that may located within the area. The counties' administrations are in conversation with their respective councils regarding the addition of gravel sharing under Section F (Future Projects and Agreements).



Relevant Policy/Legislation Practices:

Municipal Government Act

Desired Outcome (s): THAT the County of Vermilion River approve Bylaw 19-18.

Response Options: THAT the County of Vermilion River approve Bylaw 19-18.

OR

THAT the County of Vermilion River deny Bylaw 19-18

IMPLICATIONS OF RECOMMENDATION

Organizational: Administration to share with the County of St. Paul No. 19 Bylaw 19-18, upon approval.

Financial: None

Communication Required: Council, Administration, County of St. Paul No. 19, public.

Implementation: Upon approval

ATTACHMENTS

1. Bylaw 19-18 – County of Vermilion River and County of St. Paul No. 19 Intermuncipal Collaboration Framework.

2. "Schedule A" - County of Vermilion River and County of St. Paul No. 19 Intermuncipal Collaboration Framework.

PREPARED BY: Director of Planning and Development **DATE:** October 2, 2019

BYLAW NO. 19-18

A BYLAW OF THE COUNTY OF VERMILION RIVER IN THE PROVINCE OF ALBERTA O ADOPT AN INTERMUNCIPAL COLLABORATION FRAMEWORK WITH THE COUNTY

TO ADOPT AN INTERMUNCIPAL COLLABORATION FRAMEWORK WITH THE COUNTY OF ST. PAUL NO. 19

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each County, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded;

AND WHEREAS the County of Vermilion River and the County of St. Paul No. 19 share a common border;

AND WHEREAS the County of Vermilion River and the County of St. Paul No. 19 share common interest and are desirous of working together to provide services to their residents;

NOW THEREFORE, the Council of the County of Vermilion River, duly assembled, enacts as follows:

1. The County of Vermilion River and County of St. Paul No. 19 Intermunicipal Collaboration Framework.

SHOULD any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining bylaw shall be maintained.

THIS Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Reeve and Chief Administrative Officer.

| READ A FIRST TIME this day of | · |
|--|------------------------------|
| READ A SECOND TIME THIS day of | f |
| INTRODUCED FOR THIRD READING THIS | day of |
| READ A THIRD TIME AND FINALLY PASSED THIS | day of, |
| SIGNED by the Reeve and Chief Administrative Off | icer this day of , , |
| | REEVE |
| | CHIEF ADMINISTRATIVE OFFICER |

Intermunicipal Collaboration Framework

Between

County of Vermilion River

And

County of St. Paul No. 19

Approval Date to be Inserted

WHEREAS, County of Vermilion River and the County of St. Paul No. 19 share a common border; and

WHEREAS, County of Vermilion River and the County of St. Paul No. 19 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) "lead municipality" means the municipality responsible for administering the agreement.
 - b) "municipalities" means County of Vermilion River and the County of St. Paul No. 19.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review at least once every five years, commencing no later than 2024, the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

1) The Councils of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for

services provided by County of Vermilion River and County of Vermilion River residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Transportation
 - e. Solid Waste
 - f. Affordable Housing
 - g. Municipal Administration
 - h. Agricultural Services
 - i. Animal Control
 - j. Assessment Services
 - k. Bylaw Enforcement
 - 1. Information Technology
 - m. Pest Control
 - n. Police Services
 - o. Purchasing/Procurement Services
 - p. Weed Control
- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:
 - The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the County of Vermilion River and County of St. Paul No. 19 dated 1 January 2015. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.
 - b. Intermunicipal Development Plan
 - o The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, Council meetings must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Council's will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A municipality shall give written notice ("Dispute Notice") to the other municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Councils shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either municipality shall be entitled to provide the other municipality with a written notice ("Mediation Notice") specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.

- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

12) In the event that:

- a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
- b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
- c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;
- either municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other municipality with written notice ("Arbitration Notice") specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating municipality or provide the name of one arbitrator nominated by that other municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either municipality may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving municipality's response thereto.

- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator's decision is final and binding upon the Municipalities subject only a municipality's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 43.90% and the County of Vermilion River would be 56.10%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of County of Vermilion River to:

County of Vermilion River c/o Chief Administrative Officer P.O. Box 69 Kitscoty, AB T0B 2P0

b. In the case of the County of St. Paul No. 19 to:

County of St. Paul No. 19 c/o Chief Administrative Officer 5015 – 49 Avenue St. Paul, AB TOA 3A4

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

| COUNTY OF VERMILION RIVER | COUNTY OF ST. PAUL NO. 19 |
|------------------------------|------------------------------|
| Reeve | Reeve |
| Chief Administrative Officer | Chief Administrative Officer |
| Bylaw Number: | Bylaw Number: |



MEETING DATE: OCTOBER 22, 2019

REQUEST FOR DECISION - TO COUNCIL

SUBJECT

BYLAW 19-19 – COUNTY OF VERMILION RIVER AND COUNTY OF TWO HILLS NO. 21 INTERMUNICIPAL COLLABORATION FRAMEWORK – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River give Third and Final Reading to Bylaw 19-19, being a bylaw to establish an Intermunicipal Collaboration Framework between the County of Vermilion River and the County of Two Hills No. 21.

DETAILS

Background: To meet the requirements of the Municipal Government Act (MGA), that all municipalities must adopt the Intermunicipal Collaboration Frameworks (ICF) with their land-based neighbouring municipalities, the participating municipalities determined that a collaborative approach would bring the most value. The group of municipalities ("the partners") involved in the Rural Multi-Jurisdictional ICF Project includes the participation of:

- County of St. Paul
- County of Two Hills
- County of Vermilion River
- Lac La Biche County
- Municipal District of Bonnyville
- Smoky Lake County

This ICF is one of nine rural-to-rural frameworks developed through this project. The partners' shared borders are expansive, yet have significant common features including being rural, largely agricultural in land use, and sharing ecological, utility and transportation features.

During the review of the ICF Draft, the County of Vermilion River Public Works Department would like to pool resources to find bigger deposits of gravel that may located within the area. The counties' administrations are in conversation with their respective councils regarding the addition of gravel sharing under Section F (Future Projects and Agreements).



Relevant Policy/Legislation Practices:

Municipal Government Act

Desired Outcome (s): THAT the County of Vermilion River approve Bylaw 19-19.

Response Options: THAT the County of Vermilion River approve Bylaw 19-19.

OR

THAT the County of Vermilion River deny Bylaw 19-19

IMPLICATIONS OF RECOMMENDATION

Organizational: Administration to share with the County of Two Hills No. 21 Bylaw 19-19, upon approval.

Financial: None

Communication Required: Council, Administration, County of Two Hills No. 21, public.

Implementation: Upon approval

ATTACHMENTS

- 1. Bylaw 19-19 County of Vermilion River and County of Two Hills No. 21 Intermuncipal Collaboration Framework.
- 2. "Schedule A" County of Vermilion River and County of Two Hills No. 21 Intermuncipal Collaboration Framework.

PREPARED BY: Director of Planning and Development DATE: October 10, 2019

BYLAW NO. 19-19

A BYLAW OF THE COUNTY OF VERMILION RIVER IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNCIPAL COLLABORATION FRAMEWORK WITH THE COUNTY OF TWO HILLS NO. 21

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each County, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded;

AND WHEREAS the County of Vermilion River and the County of Two Hills No. 21 share a common border;

AND WHEREAS the County of Vermilion River and the County of Two Hills No. 21 share common interest and are desirous of working together to provide services to their residents;

NOW THEREFORE, the Council of the County of Vermilion River, duly assembled, enacts as follows:

1. The County of Vermilion River and County of Two Hills No. 21 Intermunicipal Collaboration Framework.

SHOULD any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining bylaw shall be maintained.

THIS Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Reeve and Chief Administrative Officer.

| READ A FIRST TIME this day of | · |
|--|-----------------------------|
| READ A SECOND TIME THIS day of | · |
| INTRODUCED FOR THIRD READING THIS | day of,, |
| READ A THIRD TIME AND FINALLY PASSED THIS | , day of, |
| SIGNED by the Reeve and Chief Administrative Officer | this day of , |
| _ | |
| RE | EEVE |
| Ci | HIEF ADMINISTRATIVE OFFICER |

Intermunicipal Collaboration Framework

Between

County of Vermilion River

And

County of Two Hills No. 21

Approval Date to be Inserted

WHEREAS, County of Vermilion River and the County of Two Hills No. 21 share a common border; and

WHEREAS, County of Vermilion River and the County of Two Hills No. 21 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) "lead municipality" means the municipality responsible for administering the agreement.
 - b) "municipalities" means the County of Vermilion River and the County of Two Hills No. 21.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review at least once every five years, commencing no later than 2024 the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

1) The Council of the Municipalities shall be the forum for the review of the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of Two Hills No. 21 residents for services provided by County of Vermilion River and County of Vermilion River

residents for services provided by the County of Two Hills No. 21.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Transportation
 - e. Solid Waste
 - f. Affordable Housing
 - g. Municipal Administration
 - h. Agricultural Services
 - i. Animal Control
 - j. Assessment Services
 - k. Bylaw Enforcement
 - 1. Information Technology
 - m. Pest Control
 - n. Police Services
 - o. Purchasing/Procurement Services
 - p. Weed Control
- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:
 - The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the County of Vermilion River and County of Two Hills No. 21 dated 1 January 2015. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.
 - b. Water
 - The Municipalities along with several additional municipal partners signed an agreement to create the Alberta Central East Water Corporation to provide potable water to the municipal members. As a corporation there is no lead municipality. The fees for water and the allocation of water are established in accordance with the unanimous shareholders agreement.

- c. Intermunicipal Development Plan
 - The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.
- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, Council meetings must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Councils will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an

- agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A municipality shall give written notice ("Dispute Notice") to the other municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Councils shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

- 9) Either municipality shall be entitled to provide the other municipality with a written notice ("Mediation Notice") specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

12) In the event that:

- a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
- b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
- c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;
- either municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other municipality with written notice ("Arbitration Notice") specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating municipality or provide the name of one arbitrator nominated by that other municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either municipality may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving municipality's response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator's decision is final and binding upon the Municipalities subject only a municipality's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of Vermilion River portion would be 69.42% and the County of Two Hills would be 30.58%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of County of Vermilion River to:

County of Vermilion River c/o Chief Administrative Officer P.O. Box 69 Kitscoty, AB T0B 2P0

b. In the case of the County of Two Hills No. 21 to:

County of Two Hills No. 21 c/o Chief Administrative Officer 5015 – 49 Avenue Two Hills, AB T0A 3A4

In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

| COUNTY OF VERMILION RIVER | COUNTY OF TWO HILLS NO. 21 |
|------------------------------|------------------------------|
| Reeve | Reeve |
| Chief Administrative Officer | Chief Administrative Officer |
| Bylaw Number: | Bylaw Number: |