

Council

Jubilee Centre Council Chamber 9909 Franklin Avenue, Fort McMurray, AB T9H 2K4 Tuesday, February 8, 2022 6:00 PM

Agenda

COVID-19 PRECAUTIONS IN PLACE

Council meetings will follow provincial restrictions for COVID-19. Due to the evolving situation with the COVID-19 Omicron variant, details of the meeting format will be posted on municipal social media accounts and on the Regional Municipality of Wood Buffalo website www.rmwb.ca.

Anyone wishing to participate in the meeting is encouraged to do so by registering in advance to speak by electronic means via MS Teams by sending an email to Legislative.Assistants@rmwb.ca prior to 12:00 noon, Tuesday, February 8, 2022.

- 1. Call to Order
- 2. Adoption of Agenda
- 3. Consent Agenda
 - 3.1. Minutes of Council Meeting January 25, 2022
 - 3.2. Tarsands Lions Club Lease Renewal

THAT Administration be directed to advertise the disposition of a portion of a municipal reserve parcel in accordance with Section 606 of the *Municipal Government Act* (being the lease of a portion of Lot 7R, Block 23, Plan 315TR); and

THAT a Public Hearing be held on March 8, 2022, prior to Council's consideration of the lease of a portion of Lot 7R, Block 23, Plan 315TR.

3.3. Council Appointed Advisory Board/Committee Meeting Minutes

THAT the Minutes from Council Appointed Advisory Board/Committee meetings, as outlined in Attachments 1-6, be accepted as information.

4. <u>Unfinished Business</u>

- 4.1. Bylaw No. 22/002 Committees Bylaw No. 17/024 Amendment Specific to the Establishment of the Wood Buffalo Transportation Advisory Committee
 - 1. THAT Bylaw No. 22/002, being a bylaw to amend the Committees Bylaw No. 17/024, specific to establishing the Wood Buffalo Transportation Advisory Committee, be read a second time.
 - 2. THAT Bylaw No. 22/002 be read a third and final time.
- 4.2. Bylaw No. 22/001 Procedure Bylaw Amendment Electronic Participation in Meetings

THAT Bylaw No. 22/001, being a bylaw to amend Procedure Bylaw No. 18/020, be read a third and final time.

5. New Business

5.1. 2021 Q4 Capital Budget Fiscal Amendments Update

THAT the 2021 Q4 Capital Budget Fiscal Amendments update, as summarized on Attachment 1 (2021 Capital Budget Fiscal Amendments, dated December 31, 2021), be accepted as information.

5.2. Capital Budget Amendments

THAT the 2022 Capital Budget Amendment as summarized on Attachment 1 (2022 Capital Budget Amendment – New and Cancelled Projects, dated February 8, 2022) be approved; and

THAT the revised Cash Flow of Capital Projects as summarized on Attachment 2 (2022 Capital Budget Amendment – New and Cancelled Projects – Project Cash Flow Summary, dated February 8, 2022) be approved.

6. Councillors' Motions

6.1. Winter Maintenance Towing (Councillor S. Dogar)

THAT Administration investigate alternate towing options during winter maintenance snow removal and bring forward information to Council.

6.2. Community Improvement Program Committee (Councillor A. Grandison)

THAT Administration be directed to bring forward a bylaw to create a Community Investment Program Committee with one quarter of its members appointed from the social profit sector to review the Community Investment Program in its entirety and provide recommendations to Council on:

- a. improvements to increase efficiencies and create synergies,
- b. elimination of duplicative services; including those services provided by the Municipality.
- c. establishment of criteria beyond the funding application that includes outcomes and measurements, and
- d. the creation of a committee to review all future funding applications, with the exception of facility funding requests and make recommendations to Council to ensure that residents and taxpayers of the Region receive the best value from the grant funding available

7. Councillor Reporting/Information Updates

8. <u>In-Camera Session</u>

8.1. Disclosure Harmful to Personal Privacy and Advice from Officials - Committee Appointment Matter

(in camera pursuant to sections 17 and 24(1) of the *Freedom of Information and Protection of Privacy Act*)

Adjournment

Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held via a combination of video conferencing and in-person in the Council Chamber at the Municipal Offices in Fort McMurray, Alberta, on Tuesday, January 25, 2022, commencing at 6:00 PM.

Present:

Sandy Bowman, Mayor
Ken Ball, Councillor
Funky Banjoko, Councillor
Lance Bussieres, Councillor
Kendrick Cardinal, Councillor
Shafiq Dogar, Councillor (via MS Teams)
Allan Grandison, Councillor (via MS Teams)
Keith McGrath, Councillor (via MS Teams)
Jane Stroud, Councillor (via MS Teams)
Loretta Waquan, Councillor
Stu Wigle, Councillor

Administration:

Jamie Doyle, Chief Administrative Officer
Jade Brown, Chief Legislative Officer
Deanne Bergey, Director, Community and Protective Services
Ray Cayen, Manager, Financial Services
Chris Davis, Senior Manager, Legal Services
Dennis Fraser, Director, Indigenous and Rural Relations
Kelly Hansen, Director, Strategic Planning and Program Management
Matthew Harrison, Director, Communications and Engagement
Brad McMurdo, Director, Planning and Development
Antoine Rempp, Director, Environmental Services
Keith Smith, Director, Public Works
Dennis Warr, Director, Engineering
Anita Hawkins, Legislative Officer

1. Call to Order

Mayor S. Bowman called the meeting to order at 6:01 p.m.

2. Adoption of Agenda

Councillor A. Grandison served notice of his intent to bring forward the following motion for Council's consideration at the February 8, 2022 Council meeting:

"THAT Administration be directed to bring forward a bylaw to create a Community Investment Program Committee with one quarter of its members appointed from the

social profit sector to review the Community Investment Program in its entirety and provide recommendations to Council on:

- a. improvements to increase efficiencies and create synergies,
- b. elimination of duplicative services; including those services provided by the Municipality,
- c. establishment of criteria beyond the funding application that includes outcomes and measurements, and
- d. the creation of a committee to review all future funding applications, with the exception of facility funding requests and make recommendations to Council to ensure that residents and taxpayers of the Region receive the best value from the grant funding available."

Disconnection

Councillor S. Dogar disconnected from the meeting at 6:09 p.m. due to connectivity issues.

MOTION:

THAT the Agenda be adopted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Ken Ball, Councillor

SECONDER: Kendrick Cardinal, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Grandison, McGrath,

Stroud, Wigle

ABSENT: Dogar, Waquan

3. Consent Agenda

MOTION:

THAT the recommendations contained in items 3.1 and 3.2 be approved

3.1. Minutes of Council Meeting - January 11, 2022

THAT the Minutes of the regular Council meeting held on January 11, 2022 be adopted as presented.

3.2. Bylaw No. 22/002 - Committees Bylaw No. 17/024 Amendment Specific to the Establishment of the Wood Buffalo Transportation Advisory Committee

THAT Bylaw No. 22/002, being a bylaw to amend the Committees Bylaw No. 17/024, specific to establishing the Wood Buffalo Transportation Advisory Committee, be read a first time.

RESULT: CARRIED [UNANIMOUS]

MOVER: Stu Wigle, Councillor SECONDER: Ken Ball, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Grandison, McGrath,

Stroud, Wigle

ABSENT: Dogar, Waquan

4. Recognition

4.1. Family Literacy Day

Mayor S. Bowman proclaimed January 27, 2022 as Family Literacy Day.

5. Presentations

5.1. Melissa Flett, Director, Wood Buffalo Regional Library re: Regional Municipality of Wood Buffalo Library Board Safety and Use Bylaw

Melissa Flett, Director, Wood Buffalo Regional Library, spoke to the Library Board Safety and Use Bylaw, noting that the purpose of the bylaw is to set out terms and conditions for the use of the library and its resources as well as to provide the power to set penalties and institute prosecutions under the *Libraries Act*.

Business Arising - Regional Municipality of Wood Buffalo Library Board Safety and Use Bylaw Approval

Chris Davis, Senior Manager, Legal Services, spoke to the Library Board Safety and Use Bylaw, noting that this Bylaw has been passed by the Library Board and in accordance with the *Libraries Act*, is provided to Council for information purposes.

MOTION:

THAT Council accept the Regional Municipality of Wood Buffalo Library Board Safety and Use Bylaw as information.

RESULT: CARRIED [UNANIMOUS]
MOVER: Lance Bussieres, Councillor
SECONDER: Funky Banjoko, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Grandison, McGrath,

Stroud, Wigle

ABSENT: Dogar, Waguan

Entrance

Councillor L. Waguan joined the meeting at 6:16 p.m.

5.2. Dennis Warr, Director, Engineering re: Flood Mitigation Overview

Dennis Warr, Director, and Maureen Nakonechny, Project Manager, Engineering, presented the Flood Mitigation Overview, noting the information is being provided to establish a shared understanding of historical decisions and actions taken to date with respect to flood mitigation.

Reconnect

Councillor S. Dogar reconnected to the meeting at 6:30 p.m.

Exits and Returns

Councillor F. Banjoko exited the meeting at 6:47 p.m. and returned at 6:51 p.m. Councillor L. Bussieres exited the meeting at 6:52 p.m. and returned at 6:54 p.m.

6. New Business

6.1. Indigenous Community Capacity Grant Program Policy FIN-250

Declaration

Councillor F. Banjoko declared for the record that one of her family members works for one of the Indigenous communities however indicated that upon receiving legal advice, stated that she will be participating in the discussion and debate of the item.

Dennis Fraser, Director and Janine Kruse, Manager, Indigenous and Rural Relations, presented the Indigenous Community Capacity Grant Program Policy FIN-250, noting that the Program was developed based on previous engagements with Indigenous communities to support the finalization and implementation of protocol agreements with the Region's Indigenous communities as well as to increase participation from Indigenous communities in municipal engagements on programs, projects and policies.

Exit and Return

Councillor K. Ball exited the meeting at 7:10 p.m. and returned at 7:12 p.m.

MOTION:

THAT the Indigenous Community Capacity Grant Program Policy – FIN-250, dated January 25, 2022, be approved.

Mike Evans, Senior Manager, Government Relations, Fort McKay First Nation, spoke in support of the program, however recommended removal of eligibility criteria for the 2022-2023 year and removal of spending conditions identified in the Policy.

Ron Quintal, President Fort McKay Métis Nation, spoke in support of the program, with caveats that discussions need to occur between Council and Indigenous communities.

Bill Loutitt, Chief Executive Officer, Fort McMurray Métis, spoke in support of the grant program.

Written submissions:

The following written submissions were acknowledged for the record:

- Justin Herman, Chief Executive Officer, Chard Métis Nation in support
- Bill Loutitt, Chief Executive Officer, Métis Nation of Alberta Association in support
- Brian Fung, Manager, Government Relations, Athabasca Chipewyan First Nation in support
- Melody Lepine, Director, Government Industry Relations Office, Mikisew Cree First Nation - in support

RESULT: CARRIED [UNANIMOUS]

MOVER: Stu Wigle, Councillor SECONDER: Ken Ball, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Dogar, Grandison,

McGrath, Stroud, Waquan, Wigle

6.2. Bylaw No. 22/001 Procedure Bylaw Amendment - Electronic Participation in Meetings

Jade Brown, Chief Legislative Officer, presented Bylaw No. 22/001, noting that although this amendment proposes to open additional opportunities for Councillors to attend council meetings through electronic participation, it does also include a provision stating that Councillors will endeavor to attend all Council meetings in person.

MOTION:

THAT Bylaw No. 22/001, being a bylaw to amend Procedure Bylaw No. 18/020, be read a first time.

RESULT: CARRIED [UNANIMOUS]

MOVER: Stu Wigle, Councillor

SECONDER: Funky Banjoko, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Dogar, Grandison,

McGrath, Stroud, Waguan, Wigle

MOTION:

THAT Bylaw No. 22/001 be read a second time.

RESULT: CARRIED [9 TO 2]
MOVER: Ken Ball, Councillor

SECONDER: Funky Banjoko, Councillor

FOR: Bowman, Ball, Banjoko, Dogar, Grandison, McGrath, Stroud,

Waquan, Wigle

AGAINST: Bussieres, Cardinal

It was noted for the record that consideration of third reading would require unanimous approval in order for the matter to be considered for third reading by Council.

MOTION:

THAT Bylaw No. 22/001 be considered for third reading.

RESULT: DEFEATED [9 TO 2]

MOVER: Loretta Waquan, Councillor SECONDER: Jane Stroud, Councillor

FOR: Bowman, Ball, Banjoko, Dogar, Grandison, McGrath, Stroud,

Waquan, Wigle

AGAINST: Bussieres, Cardinal

It was noted for the record that the Bylaw No. 22/001 will be brought back at the February 8, 2022 Council meeting for consideration of third reading.

7. <u>Councillor Reporting/Information Updates</u>

Council Members provided updates on various topics of personal interest and initiatives in the Region.

Recess

A recess occurred from 8:27 p.m. to 8:39 p.m. to allow the public to vacate the Council Chamber

8. <u>In-Camera Session</u>

MOTION:

THAT Council close item 8.1 to the public pursuant to section 24(1) of the *Freedom of Information and Protection of Privacy Act.*

RESULT: CARRIED [UNANIMOUS]

MOVER: Keith McGrath, Councillor

SECONDER: Kendrick Cardinal, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Cardinal, Dogar, Grandison,

McGrath, Stroud, Waguan, Wigle

8.1. Advice from Officials - Operational Briefing

(in camera pursuant to section 24(1) of the Freedom of Information and Protection of Privacy Act)

Briefing No. 1

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Ray Cayen	Manager, Financial Services
Jade Brown	Legislative Advice/Clerk

Exit

Councillor K. Cardinal exited the meeting at 9:30 p.m.

Briefing No. 2

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Brad McMurdo	Director, Planning and Development
Jade Brown	Legislative Advice/Clerk

Briefing No. 3

Name	Reason for Attending	
Jamie Doyle	Chief Administrative Officer	
Brad McMurdo	Director, Planning and Development	
Antoine Rempp	Director, Environmental Services	
Ray Cayen	Manager, Financial Services	
Chris Davis	Senior Manager, Legal Services	
Jade Brown	Legislative Advice/Clerk	

Briefing No. 4

Name	Reason for Attending
Jamie Doyle	Chief Administrative Officer
Deanne Bergey	Director, Community & Protective Services
Jade Brown	Legislative Advice/Clerk

MOTION:

THAT the meeting reconvene in public.

RESULT: CARRIED [UNANIMOUS]

MOVER: Ken Ball, Councillor

SECONDER: Funky Banjoko, Councillor

FOR: Bowman, Ball, Banjoko, Bussieres, Dogar, Grandison, McGrath,

Stroud, Waquan, Wigle

ABSENT: Cardinal

Adjournment

The meeting adjourned at 10:25 p.m.

Mayor	
Chief Legislative Officer	

COUNCIL REPORT

Meeting Date: February 8, 2022



Subject:	Tarsands Lions Club Lease Renewal		
APPROVALS:			
		Jamie Doyle	
			
	Director	Chief Administrative Officer	

Recommended Motion:

THAT Administration be directed to advertise the disposition of a portion of a municipal reserve parcel in accordance with Section 606 of the *Municipal Government Act* (being the lease of a portion of Lot 7R, Block 23, Plan 315TR); and

THAT a Public Hearing be held on March 8, 2022, prior to Council's consideration of the lease of a portion of Lot 7R, Block 23, Plan 315TR.

SUMMARY:

The Municipality is the registered owner of a parcel of land that is registered as a "municipal reserve parcel" pursuant to the *Municipal Government Act* ("MGA"), being Lot 7R, Block 23, Plan 315TR (the "Reserve Parcel"). The Tarsands Lions Club (the "Club"), a registered non-profit organization, has leased the subject property since January 1, 1979.

The last signed lease agreement between the Municipality and the Club lapsed on August 31, 1998. Since that time the Club has operated "month to month" under that expired lease. A new lease was approved by Council in 2004 but not executed. Land Administration has been working with the Club to finalize a new lease that, at the request of the Club, would only encompass the portion of the Reserve Parcel housing the clubhouse, garage, and fire pit area, all as shown on Attachment 1 (Schedule "A" - Subject Area Map). The maintenance of the remainder of the park, including the parking area, would revert to the responsibility of the Municipality, namely the Parks and the Roads branches of Public Works Department.

BACKGROUND:

The Club obtained a Ground Lease for most of the Reserve Parcel on January 1, 1979. Since that time, the lease has been renewed repeatedly, namely September 1, 1983, September 1, 1988, and again on September 1, 1993; in all instances the term was for five (5) years. The last lease extension between the Municipality and the Club, expired August 31, 1998 (Attachment 2). As a result, the Club has been in a "month to month"

Department: Planning and Development

tenancy under the over hold clause within the lease since 1998 and subject to all of the conditions of the lease agreement, except as to duration and the terms pertaining to the maintenance of the park.

The Club currently uses and maintains the clubhouse, a small garage and fire pit area located on Reserve Parcel. Since the commencement of their tenancy in 1979 the Club has contributed significantly to the community. Revenues raised over the years from park fees and clubhouse rentals have helped many organizations, including but not limited to the Wood Buffalo Food Bank Association, the Fort McMurray SPCA, the School Breakfast Programs, Unity House and the Northern Lights Health Foundation.

On December 1, 2000, the Municipality received a letter from the Club requesting that the lease be renewed. In July 2002 the Municipality forwarded correspondence to the Club looking to reaffirm the Club's position from 2000 and advising them that a meeting would be scheduled to discuss the new lease.

Internal discussions were held in January 2004 between Land Management and Parks and Roads branches concerning maintenance of the park, as well as future transportation projects that would affect the leased property. Correspondence was directed to the Club on May 14, 2004, acknowledging the internal review, and advising that Land Management was not able to proceed further with the Lease Agreement until it was determined how future transportation improvements would affect the leased property.

A report to Council regarding a "new lease agreement" for the Reserve Parcel with the Club was unanimously approved by Council on September 14, 2004 (Attachment 3). A new lease agreement for a ten (10) year term with a commencement date of October 1, 2004 was presented to Council and Council concurrently approved the new lease as per the attached draft lease. The proposed lease allowed the tenant (i.e. the Club) to maintain a recreational park for the general public, consistent with the Lower Town Site Area Redevelopment Plan, for a rental fee of One Dollar (\$1.00) per year. The lease was also structured to not impede future road or utility construction required to accommodate the Lower Town Site redevelopment. The Prairie Loop Boulevard and Prairie Loop bridge over the Hangingstone River ultimately required the use of the southern portion of the leased property identified in the 1993 lease.

The proposed new lease was never finalized due to various delays on the part of both the Municipality and the Club. The Club wishes to enter into a new lease for a portion of the Municipal Reserve site as identified in Attachment 1.

ALTERNATIVES:

1. Continue to Lease the subject land to the Tarsands Lions Club by entering into a new lease for a nominal fee of \$1.00 a further term of five (5) years commencing on January 1, 2022, with the option to renew for three (3) consecutive five (5) year terms and the Lessee being responsible for all costs associated with utilities, insurance and the necessary maintenance and repair of any tenant improvements.

As per the requirements for advertising in the MGA, should Council choose this alternative, Administration will advertise the proposal and present for consideration the Lease Renewal at a subsequent Public Hearing.

2. Do not approve the proposal for the requested lease and therefore not proceed to advertising.

BUDGET/FINANCIAL IMPLICATIONS

If the lease proceeds to a public hearing and is approved by Council, no direct budgetary or financial impact will result. The Municipality has resumed maintenance obligations for much of the Reserve Parcel outlined in the 1998 Lease, so these obligations have been historically budgeted for.

If the proposed lease is not renewed, the Municipality will need to address the continued occupation of the improvements (i.e. buildings) constructed by the Club on the Reserve Parcel. The 1993 Lease defines such improvements as the property of the Municipality.

RATIONALE FOR RECOMMENDATION(S)

Administration recommends that the matter of an existing "overholding" land lease between the Club and the Municipality, encompassing a portion of the Reserve Parcel, be addressed by entering into a new lease agreement for a further term of five (5) years commencing on January 1, 2022. This agreement would include an option to renew for three (3) consecutive five (5) year terms thereafter, for a nominal fee of One Dollar (\$1.00) per year; with the Lessee being responsible for all costs associated with utilities, insurance and the necessary maintenance and repair of all tenant improvements. This agreement would further address the disposition of improvements made to the Reserve Parcel by the Club, at the end of the term.

Non-profit organizations contribute significantly to the quality of life in the Municipality. These organizations find it more and more challenging to acquire suitable space from which to provide programming and services, given the rising cost of real estate in our region. Because the Lions Club operates as a non-profit organization, several of its more viable means of raising funds and providing services to the community include renting out the clubhouse or via government programs associated with use of the clubhouse facility.

The Municipality has a practice of entering into similar agreements with other non-profit organizations regarding similar facilities. These agreements have provided use of municipal land for nominal financial compensation.

Council approval is required to authorize any lease where a nominal fee is proposed.

Section 70 of the MGA requires that the disposition of an interest in land for less than fair market value or of land used for a park purposes be advertised. This is not required when the subject premises are to be used by a registered non-profit organization. The Tarsands Lions Club are a "non-profit organization" as defined in section 241(f) of the MGA.

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However, as the subject property is designated as "Reserve", sub-section 674(1)(a)(i) of the MGA overrules section 70 and further stipulates that prior to any sale, lease or other disposal of any interest in a Reserve parcel, a Public Hearing must be held in accordance with section 230 of the MGA and advertised in accordance with section 606 of the MGA.

For Council to consider this use under a required new lease, the following must occur prior to Council's consideration:

- The matter be advertised following the requirements in Section 606 of the MGA
- Council must conduct a public hearing in accordance with Section 230 of the MGA

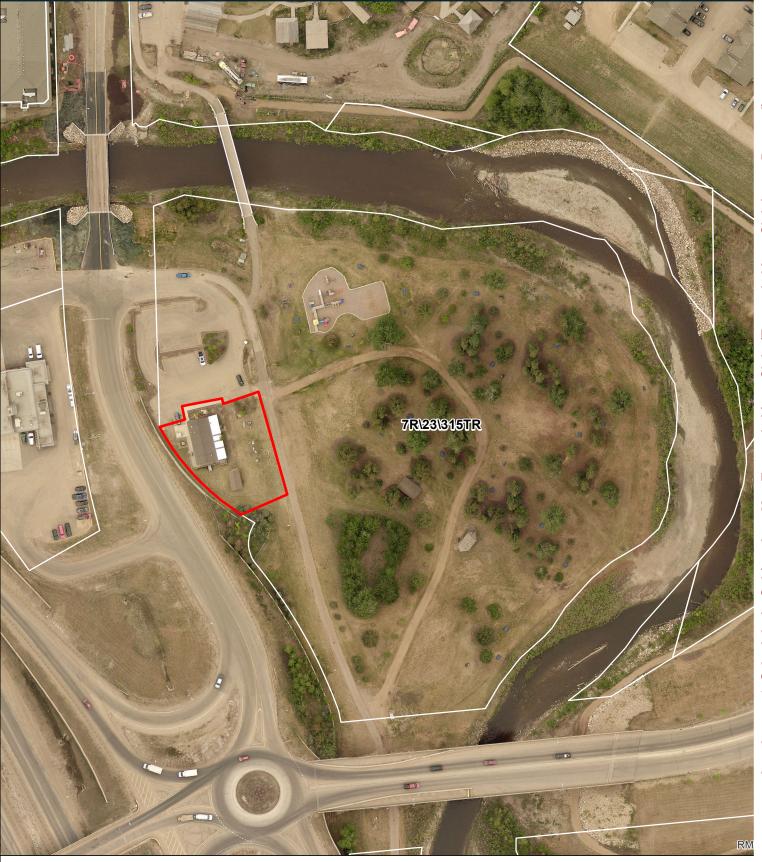
As this a procedural report only at this stage, any Council debate would not take place unless Council agrees to advertise the proposed disposition and until after the requisite public hearing has been advertised, held and concluded.

Strategic Priorities:

Responsible Government

Attachments:

- 1. Schedule A Subject Area Map Tarsands Lions Club
- 2. Tarsands Lease Agreement 01 Sep 1993
- 3. Council Approval of Agenda Bill 04-139 14 Sep 2004



THIS LEASE AGREEMENT, made in duplicate, this

day of Movember, 1993

BETWEEN:

2

THE CITY OF FORT McMURRAY, a body Corporate, having its head office in the City of Fort McMurray, Province of Alberta (hereinafter called the "Landlord")

OF THE FIRST PART

- and -

THE TARSANDS LIONS CLUB, a Society registered in the Province of Alberta (hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of certain land located within the City of Fort McMurray, in the Province of Alberta, which land is more legally described as:

a portion of Lot Seven-R (7-R), Block Twenty-Three (23), Plan Fort McMurray 315TR, containing Eight (8) Acres more or less, Excepting Thereout All Mines and Minerals as shown on Schedule "A" outlined in red;

upon which has been developed a public park (hereinafter called the "Premises"), commonly referred to as Lions Park.

AND WHEREAS the Tenant is desirous of utilizing the Premises as a public park and a building on the Premises as a clubhouse.

AND WHEREAS the Landlord has agreed to Lease to the Tenant the Premises as hereinafter set out.

NOW THEREFORE, the Landlord does hereby Lease to the Tenant, for the purpose of a public park and Clubhouse (and for no other use), the Premises.

1. INTENT OF LEASE

It is the intent of the Lease and agreed by both parties hereto, that all and every cost, expense, rate, tax or charge in any way related to the leased Premises will be borne by the Tenant without any variation or set-off or deduction whatsoever, excepting only those items expressly included hereunder.

2. TERM

TO HAVE AND TO HOLD the Premises for and during the term of Five (5) years, commencing <u>September 1</u>, <u>1993 and ending August 31</u>, <u>1998</u>.

3. RENT

The Tenant will pay to the Landlord the annual basic rent of One Dollar (\$1.00), to be payable in advance to the Landlord, with cheques to be drawn payable to the City of Fort McMurray and mailed to the Treasury Division, City of Fort McMurray, 9909 Franklin Avenue, Fort McMurray, Alberta, T9H 2K4 or at such other place as the Landlord may from time-to-time notify the Tenant in writing, on the First (1st) day of each annual period during the term. For the purpose of this Lease, the word "annual" shall mean any successive Twelve (12) month period from the commencement date or any anniversary date thereof.

4. IMPROVEMENTS

All improvements shall be and remain the property of the Landlord on the expiration of the within term or other termination thereof. Improvements shall be those additions, alterations or changes to the Premises which are permanently affixed to the Premises and shall include, but not limited to, walls, floors, ceilings and building service equipment.

5. COVENANT TO OCCUPY THE DEMISED PREMISES

- (a) The Tenant agrees to occupy the Premises from March 1, 1993.
- (b) The Tenant covenants with the Landlord that he has examined and knows the condition of the Premises and has received the same in good order and repair and that no representations as to the condition or repair thereof have been made by the Landlord prior to or at the execution of this Lease, that are not herein expressed or endorsed hereon; and upon the termination of this Lease in any way, will yield up the Premises to the Landlord in as good condition as when the same was entered upon by the Tenant, reasonable wear and tear excluded.

6. ASSIGNMENT OF LEASE

- (a) The Tenant shall not sublet the whole or any part of the Premises except upon obtaining the Landlord's written approval, which approval shall be at the sole discretion of the Landlord.
- (b) The Tenant may assign the within Lease upon obtaining the Landlord's written approval, which approval shall be at the sole discretion of the Landlord.
- (c) The Tenant may rent the clubhouse building within the Premises on an hourly basis to other parties and retain such rent for the Tenant's own purposes, subject to rules and regulations which the Landlord may from time-to-time make governing such rentals.

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

7. RENT

The Tenant covenants to pay the rents in this Lease reserved at the times and in the manner mentioned for payment of same.

8. LICENSE FEES AND OTHER CHARGES

The Tenant covenants to pay, on receipt, invoices for license fees, business taxes, telephone charges and other Tenant's charges of similar nature that may be properly assessed or charged against the Tenant with respect to the Premises.

9. UTILITIES

The Tenant covenants to pay, on receipt, invoices for electrical power charges, natural gas charges, cable television charges, water and sewer service charges and other utility charges of similar nature that may be properly assessed or charged against the Tenant with respect to the Premises.

10. NUISANCE

The Tenant covenants with the Landlord that the Tenant will not do or omit to be done or omitted upon the Premises anything which shall result in a nuisance or which shall cause the rate of insurance upon the Premises or any part thereof, to be increased and if the insurance rate shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount by which the insurance premiums shall be so increased. If notice of cancellation shall be given respecting any insurance policy or if any insurance policy upon the Premises or any part thereof, shall be cancelled or refused by an insurer by reason of the Tenant's use or occupation of the demised

Premises or any part thereof, the Tenant shall forthwith remedy or rectify such use or occupation upon being requested to do so in writing by the Landlord and if the Tenant shall fail to do so forthwith, the Landlord, at its option, may terminate this Lease forthwith by giving the Tenant notice in writing of its intention to so do and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such termination of the Lease and the Tenant shall immediately deliver up possession of the Premises to the Landlord.

11. <u>INDEMNITY</u>

The Tenant covenants that the Tenant will indemnify and save harmless the Landlord from and against any and all matters, claims, damages, loss, costs and charges whatsoever occasioned to or suffered by or imposed upon the Landlord or property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or arising out of the Tenant's occupancy or use of the Premises or any part thereof or any operation connected therewith or any business conducted thereon or with respect to any damages or injuries to any person, animal or thing or the death of any person or animal or damages to any property arising out of or in any way connected with the business and operations of the The Tenant's covenant to indemnify herein contained shall extend to all damages and claims for damages by reason of improper or faulty erection or construction of facilities, trade fixtures or equipment installed on or in the Premises or in connection therewith by the Tenant or by reason of any defect or fault in such facilities, trade fixtures equipment and whether or not the same has been approved by the Landlord. The Tenant shall be responsible for the defence of any action or suit brought against the Landlord on account of any claim that results from the Tenant's use or occupancy of

the Premises and shall satisfy any judgement against the Landlord resulting therefrom. The Landlord, however, may participate in the defence of any action or suit to which it is a party, without relieving the Tenant of its responsibility for the defence of the action or suit. Upon receiving notice of any action or suit brought against the Landlord which the Landlord considers to be the subject of an indemnification provided by the Tenant hereunder, the Landlord shall forthwith deliver, to the Tenant full particulars thereof and may render all reasonable assistance to the Tenant in defence.

12. LIMITATION OF LANDLORD'S LIABILITY

The Landlord shall not be liable for any damage the Tenant's property whatsoever at any time on or Premises, nor shall the Landlord be responsible for personal injury which shall be sustained by the Tenant or any employee, agent, invitee, licensee, who may be in or upon the demised Premises or in the entrances, thereto, save and except for any such damage or personal injury as is occasioned by the negligence or willful act or default of the Landlord, its servants or agents. The Tenant shall not be entitled to damages, costs, losses or disbursements from the Landlord, regardless of the cause or reason therefor, on account of partial or total failure of, damage caused by, lessening of supply of or stoppage of heat, electric light, power, water, plumbing, sewerage or any other services, nor on account of any damage or annoyance occasioned by water, snow or ice being upon or coming through the roof, skylights, trapdoors, windows or otherwise or by any defect or break in any pipes, tanks, pictures or otherwise whereby steam, water, snow, smoke or gas leak, issues or flows into the demised Premises, nor on account of any damage or annoyance occasioned by the condition or arrangements of any electric or other wiring, nor on account of any damage or annoyance arising from any actions,

omissions or negligence of co-tenants or other occupants of the Premises or of owners or occupants of adjacent or contiguous property, nor on account of the making of alterations, repairs, improvements or structural changes to the Premises or anything or service therein or thereon contiguous thereto, provided the same shall be made with reasonable expedition.

13. TENANT'S INSURANCE

- (a) During the term of this Lease, the Tenant shall provide and keep in force the following:
 - (i) fire and general loss insurance (including standard endorsements for extended coverage for all perils, leakage from fire protective devices, riot, vandalism and malicious acts) in respect of the Improvements (where applicable) and the fixtures, equipment, inventory and other property of the Tenant;
 - comprehensive general public liability insurance with respect to the activities carried on, in or from the "Premises" and the use and occupancy thereof for personal injury or death and damage to property of others, and shall include employees as additional named insured;
 - (iii) such other insurance as the Landlord, acting reasonably, shall from time to time require.
- (b) Insurance to be effected and maintained by the Tenant under this article:
 - (i) shall be with insurers duly licensed to issue insurance policies (as required herein) in Alberta; and
 - (ii) shall be in amounts which the Lanlord may from time to time determine as being reasonable and

sufficient (which in the case of insurance under paragraph (a)(i) shall be on a full replacement costs basis subject only to such deductibles and exclusions as the Landlord may approve, and, in the case of insurance under paragraph (a)(ii), shall have limits of not less than One Million (\$1,000,000.00) Dollars in respect of any one accident or occurrence; and

- (iii) shall name the Landlord as a co-insured; and
- (iv) shall be without subrogation against the Landlord; and
- (v) shall otherwise be upon such terms and conditions as the Landlord acting reasonably from time to time shall require as being reasonable and sufficient.
- (c) At the request of the Landlord, the Tenant shall file with the Landlord such copies of current policies or certificates or other proofs as may be required to establish the Tenant's insurance coverage in effect from time to time and the payment of premiums thereon.
- (d) If the Tenant fails to insure or pay premiums or file satisfaction proof thereof as required herein, the Landlord may without notice to the Tenant effect such insurance, pay any premiums thereby and recover any premiums as paid from the Tenant and the Tenant covenants to pay to the Landlord on demand the amount of such premiums and if not paid promptly when demanded, the Landlord may treat the amounts so paid as annual basic rent.

14. LIENS

During the term of this Lease, the Tenant shall not suffer or permit any builders liens for work, labour, services or material relating to work contracted for by the Tenant or any agent, servant or employee of the Tenant to remain filed against the said land. PROVIDED this shall not require the Tenant to pay any such liens so long as it shall in good faith contest the validity thereof and for as long as, in the opinion of the Landlord, there is not imminent danger of the said land or any part thereof or the demised Premises being lost, forfeited or imperiled during the pendency of such contest. PROVIDED FURTHER that this covenant shall not apply to any lien arising through work contracted for by the Landlord or any other Tenant.

15. CAVEATS

The Tenant will not cause or permit any Caveat or other encumbrance, to be maintained against the Landlord's title to the Premises without the prior consent of the Landlord. The Tenant shall be permitted to register a Caveat in respect of this Lease at the appropriate Land Titles Office. The Tenant shall not be permitted to register this Lease or any part thereof, at such Land Titles Office without the prior written consent of the Landlord.

16. REGULATIONS

The Tenant, its agents, employees, servants, shall observe any rules and regulations that the Landlord may from time-to-time make for the sake of the safety, care and cleanliness of the Premises, the comfort and convenience of the Tenant and the preservation of the reputation of and good order in the Premises.

17. NOTICE OF DEFECTS

The Tenant shall give the Landlord prompt written notice of any accident to or defect in plumbing, water pipes, heating and/or air conditioning apparatus, electrical equipment, conduit or wires or of any damage or injury to the leased Premises or any part thereof however caused; provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease.

18. TENANT'S REPAIRS

- (a) The Tenant agrees to keep the Premises, including improvements installed therein, in a good tenable state of repair, including light bulb and fluorescent tube replacements and light fixture maintenance and to take good care of the Premises and the Landlord's fixtures therein and appurtenances thereto and to make repairs thereto as and when needed to preserve the same in good working order and condition. HOWEVER, the obligation of the Tenant to make repairs does not apply where damage is attributable to the Landlord, its servants and invitees.
- (b) Upon the written request of the Tenant, the Landlord will make all repairs to the Premises that are required to be made due to damages caused by the negligence of the Tenant, its servants, agents or invitees (repairs due to fair wear and tear being excepted) and the Tenant will make payment of the cost thereof to the Landlord upon receipt of invoice.
- (c) The Tenant agrees to keep the appearance of all exterior and interior surfaces in a good tenable state of repair and to make repairs thereto, including repainting painted

surfaces, as and when needed to preserve the appearance of the same.

(d) Where the Landlord determines that park or playground equipment is in need of replacement, the Tenant shall replace such equipment at the Tenant's sole expense.

19. REFUSE

The Tenant will not allow refuse, garbage or other loose or objectionable matter to accumulate in or about the Premises or upon the said land and will at all times keep and at the termination of the said term yield up the Premises in a clean condition.

20. CARETAKING SERVICES

- (a) The Tenant shall maintain the Premises in a manner suitable to the use of the Premises and, in so doing, shall, at its own cost, be responsible for providing all caretaking services in the Premises. Such caretaking services shall include the provision of cleaning materials and associated equipment.
- (b) The Tenant shall collect and remove from the Premises, its garbage and waste and shall dispose of the same in accordance with the by-laws and regulations applicable in that regard.

21. WASHROOMS

The Tenant agrees to keep the lavatories and water closets in the clubhouse building in good working order and supplied with water and to have the same repaired with all reasonable diligence whenever such repairs are necessary.

22. HEATING, AIR CONDITIONING AND VENTILATION

The Tenant agrees to keep the clubhouse building heated with artificial heat to a proper and reasonable temperature and to maintain and operate air conditioning, ventilation and humidification in a proper and reasonable manner.

23. HEAVY EQUIPMENT

The Tenant will not bring into or upon the Premises, any safes, vaults or other heavy equipment, without first having obtained the consent in writing of the Landlord, which consent shall not be unreasonably withheld, but shall be subject to such conditions, directions and stipulations as the Landlord may deem proper to impose and all damage done to the Premises by taking in or removing such equipment or during the time it is in or on the Premises shall be made good and paid by the Tenant.

24. EXTERIOR MAINTENANCE

- (a) The Tenant agrees to carry out a program of snow removal from sidewalks, including municipal sidewalks, if applicable, parking areas and driveways, to ensure the safety of the public and the unhindered flow of vehicular traffic.
- (b) The Tenant further agrees to maintain the Premises to a standard not less than the service levels given in Schedule "B", as attached to this Lease.

25. SIGNS

The Tenant will not inscribe, paint or affix any sign, advertisement or notice on any part of the outside or inside

of the Premises except of such colour, size and style and in such place or places as shall be consented to by the Landlord, such consent not to be unreasonably withheld.

26. SECURITY

Security for the Premises shall be the responsibility of the Tenant. The Tenant shall control access to any building on the Premises, other than outhouses and washrooms and shall be responsible to supervise and control the conduct and actions of any agent, servant, employee or invitee of the Tenant within such building. HOWEVER, the Tenant shall not be held responsible where damage is attributable to the Landlord, its servants and invitees.

27. NOTICE FOR REPAIRS

- (a) Where notice has been served on the Tenant to undertake or complete repairs to the Premises and if, within Thirty
 (30) days, such repairs have not been completed, the Landlord may make such repairs and the Tenant will make payment upon receipt of invoicing. The invoicing for
- (b) Where such repairs affect the safety or health of persons on the Premises, a lesser period of time allowed for the completion of repairs may be specified by the Landlord.

repairs shall be based on costs plus Ten Percent (10%).

THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

28. QUIET ENJOYMENT

The Landlord has good right and full power to Lease the Premises and the rights and privileges in the manner aforesaid and that if and so long as the Tenant keeps and performs each and every covenant, agreement, term, provision and condition

herein contained on the part and on behalf of the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises without hindrance or molestation by the Landlord or any other person claiming by, through or under the Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

29. LANDLORD'S IMPROVEMENTS

- (a) The Landlord agrees to replace fixtures and appurtenances to the Premises where the Landlord deems that reasonable use, wear and tear have occurred and the fixture or appurtenance is in need of replacement, such replacements shall be at the sole discretion of the Landlord. Such replacement shall not apply to park and playground equipment.
- (b) The Landlord agrees to provide improvements to the Premises where the Landlord deems that such improvements are to the Landlord's benefit, such improvements shall be at the sole discretion of the Landlord.
- (c) The Landlord agrees to make repairs where necessary to structurally bearing portions of perimeter walls (excluding plate glass, doors, windows and partitions), roof, bearing structure and foundation of the Premises; provided always that the Landlord will not be required to make any repairs necessitated by reason of the negligence or default of the Tenant, its servants, agents and invitees.
- (d) Replacements or improvements by the Landlord shall be governed by this Lease and all covenants, provisos and agreements as provided herein.

IT IS MUTUALLY UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

30. REMODELLING

- (a) The Tenant agrees not to carry out any improvements to the Premises without the prior written approval of the Landlord, which approval shall not be unreasonably withheld.
- The Tenant may, with the prior written approval of the (b) Landlord, at any time during the within term, relocate existing power and communication services as may be required by the Tenant from time-to-time within the PROVIDED HOWEVER, that such services or relocation of existing services, shall not in any event exceed the power distribution capacity for any particular location proposed by the Tenant or be contrary to any code or other regulation pertaining to such work. And the work intended by this Subclause (b) shall be completed by the Tenant at its sole cost and expense. It is further covenanted and agreed that all alterations, additions or improvements made by the Tenant, excepting, however, moveable furniture, shall be and remain the property of the Landlord on the expiration of the within term or other termination thereof.

31. INGRESS AND EGRESS

The Landlord agrees to give to the Tenant and its agents, servants, employees and invitees at all times during the said term and any renewal thereof the same rights and privileges extended to the Landlord of ingress and egress to and from the Premises by the usual public ways leading to the Premises.

32. REMOVAL OF TENANT'S EQUIPMENT AND FIXTURES

Subject to Clause 3, the Tenant reserves all its right, title and interest in and to its facilities and equipment not considered as improvements and upon termination of this Lease, the Tenant may, if all rent and monies have been paid, remove from the Premises, such facilities and equipment so installed by the Tenant, all of which are hereby deemed and agreed to be personal property and in the event of such removal, the Tenant shall make good all damages caused by such removal. In any event, the Tenant shall give Thirty (30) days notice of its intent to remove all or any portion of such facilities and equipment.

33. DESTRUCTION OR DAMAGE

That in case the Premises or a major part thereof, shall at any time during the term granted, be destroyed or damaged by fire, lightning, storm or tempest, act of God or other casualty or accident not caused by or not arising from the willful act or negligence of the Tenant, its servants or agents, so as to render the Premises untenable, the rent hereby reserved shall at once cease to accrue and not become payable until the Premises shall be rebuilt or restored to their former condition and the Landlord shall rebate to the Tenant the proportionate part of the then current rent paid in advance for the unexpired portion of the month in which such partial or total destruction occurs. In the case of total destruction of the Premises, the Tenant or the Landlord may within One (1) month after such destruction on giving notice thereof in writing to the other of them, terminate this Lease. PROVIDED HOWEVER, that the expression "total destruction", as used in this paragraph shall mean such damage or destruction so that in the opinion of the Landlord, the Premises cannot be

rebuilt or repaired within a period of Three (3) months from the time of such destruction or damage.

34. OVERHOLDING

Should the Tenant remain in possession of the Premises after the termination of the term hereby granted, without special agreement, a tenancy from year-to-year shall not be created by implication of the law, but the Tenant shall be deemed to be a monthly tenant only at a monthly rental computed on the basis of One-Twelfth (1/12th) of the annual rent at the time and in the manner herein provided and subject in all other respects to the terms of this Lease, provided the Landlord shall so agree.

35. TERMINATION

- (a) Notwithstanding any other provision herein contained, this Lease shall terminate immediately upon the cessation of occupancy by the Tenant, subject to the Tenant making payment to the Landlord for costs to repair damages caused by the negligence of the Tenant, its servants, agents or invitees. Cessation of occupancy shall be solely determined by the Landlord, but shall have occurred throughout a period of Thirty (30) days or more.
- (b) Subject to the covenants, agreements, terms, provisos and conditions of this Lease, this Lease shall terminate immediately or at such time as set, following written agreement by both parties herein.
- (c) The Landlord may elect to terminate this Lease, in which case the Landlord shall give to the Tenant Ninety (90) days written notice of such termination, which notice shall terminate this Lease at the expiration of the said

Ninety (30) days. Notice shall be given in accordance with the Landlord and Tenants Act.

- (d) The Landlord shall be entitled to terminate the tenancy upon the Tenant committing a substantial breach of this Lease.
- (e) The Tenant further covenants and agrees to pay the Landlord as additional rent, all legal costs and legal fees lawfully incurred in obtaining possession of the leased Premises upon the expiration or earlier termination of this Lease or in enforcing any covenant or agreement of the Tenant herein contained.

36. EXEMPTION RE DISTRESS

The Tenant waives and renounces the benefit of any present or future Act of the Legislature of the Province of Alberta which purports to take away or limit the Landlord's right of distress and notwithstanding any such Act, the Landlord may seize and sell the Tenant's goods and chattels for payment of rent, accelerated rent and costs. The Tenant further agrees that the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and chattels of the Tenant for payment of rent, additional rent, accelerated rent and costs, at any time and at any place to which the Tenant or any other person may have removed such goods and chattels in the same manner as if such goods and chattels had remained and had been distrained upon the leased Premises.

37. ADDRESSES FOR NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand shall be

in writing and may be given personally or sent by prepaid registered letter addressed to the other party for which intended at the address hereunder or to such other address as may be substituted therefore from time-to- time by proper notice and if mailed, shall be deemed to be given Forty-Eight (48) hours after it is mailed as hereinbefore specified: to the Landlord at:

City Clerk City of Fort McMurray 9909 Franklin Avenue Fort McMurray, Alberta T9H 2K4

to the Tenant at:

President Tarsands Lions Club P.O. Box 5979 Fort McMurray, Alberta T9H 4V9

38. NON-WAIVER

The waiver by the Landlord of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.

39. TIME OF ESSENCE

Time is of the essence of these presents.

40. INTERPRETATION

(a) The headings used throughout this Lease are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph or clause nor to be deemed in any way to qualify, modify or explain the effects of any such provisions or terms.

- (b) The words "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any partial clause, sections or paragraphs hereof.
- (c) All rights and remedies of the Landlord enumerated in this Lease are cumulative and none will exclude any other right or remedy allowed by law.
- (d) If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease or application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.
- (e) Notwithstanding anything herein to the contrary, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease, if the same shall be due to any strike, lock-out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, acts of God, inability to obtain any material, services or financing or otherwise beyond the control of the Landlord and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

41. CONDITIONS SUBSEQUENT OR PRECEDENT

There are no conditions to this agreement, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the Landlord to the Tenant save those as contained herein.

42. <u>SUCCESSORS OR ASSIGNS</u>

This Lease shall enure to the benefit of and be binding upon the Landlord and the Landlord's permitted successors and assigns and upon the Tenant and the Tenant's successors and assigns.

The Tenant does hereby accept this Lease of the Premises as above set forth.

IN WITNESS WHEREOF, the Landlord has hereto affixed its Municipal Seal attested to by its duly authorized Officers and the Tenant has hereto set his hand.



TARSANDS LIONS CLUB
Section 17 (1) FOIP
PRESIDENT
Section 17 (1) FOIP
COMMITTEE CHAIRMAN

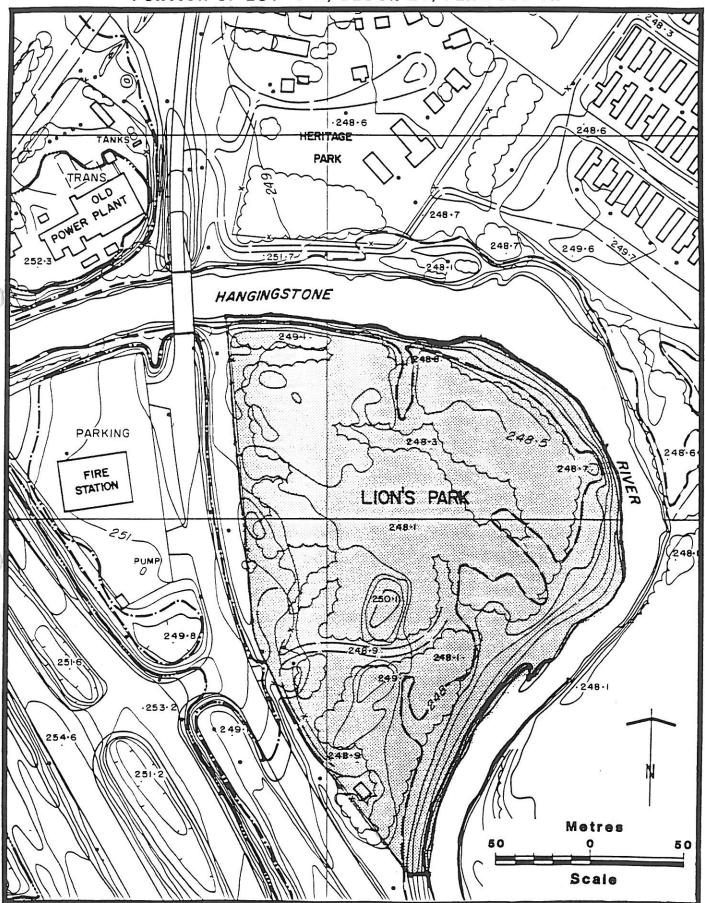
WITNESS

SCHEDULE "E"

SERVICE LEVELS FOR DEVELOPED PARKLANDS

<u>Facilities</u>	Activity	Service Level
Outhouses	Inspected, cleaned, serviced	Daily
Pits	Evacuated	As necessary
Water Lines	Turned off and drained	One (1) time/ fall
Picnic Shelter	Concrete pad swept, ashes removed	Daily
Playgrounds - Equipment Sand	Inspected and repaired Inspected and repaired	Daily Two (2) times/ summer
Fences	Inspected and repaired	Weekly
Picnic Tables	Inspected and repaired	As necessary
Grounds		
Turf	Grass not "to exceed" six (6) inches in length and will be cut to a minimum length of three (3) inches	As necessary
Trees	Remove dead and dangerous	As necessary - One (1) time/ year
Gravel Roads	Remove depressions, add gravel	As necessary - One (1) time/ year
Gravel Lot	Add gravel	As necessary
Litter	Litter removal	Daily

LION'S CLUB LEASE PORTION OF LOT 7-R, BLOCK 23, PLAN 315 TR



6

REGIONAL MUNICIPALITY OF WOOD BUFFALO REGULAR COUNCIL MEETING - TUESDAY, SEPTEMBER 14, 2004

7-E. AGENDA BILL # 04-138 - NAMING OF ROADWAYS WITHIN PROSPECT POINTE SUBDIVISION

04/246

Reference was made to Agenda Bill # 04-138, being Report No. PD-044-2004, dated June 2, 2004, and prepared by Russell Dauk, Planning & Development, regarding the Naming of Roadways within Prospect Pointe Subdivision.

MOVED by Councillor Blake that the name Paish Place be assigned to the roadway located within Prospect Pointe, as shown on Attachment 1.

CARRIED UNANIMOUSLY

2 words

7-F. AGENDA BILL#04-139 - TARSANDS LIONS CLUB - PROPERTY LEASE RENEWAL 04/247

Reference was made to Agenda Bill # 04-139, being Report No. PD-067-2004, dated August 19, 2004, and prepared by Russell Dauk, Planning & Development, regarding the Tarsands Lions Club – Property Lease Renewal.

MOVED by Councillor Vyboh that the new lease agreement between the Tarsands Lions Club and Regional Municipality of Wood Buffalo be approved for the commencement date of October 1, 2004, under the terms as outlined in the attached lease agreement document.

CARRIED UNANIMOUSLY

7-G. AGENDA BILL # 04-140 - TIMBER HEIGHTS LAND EXCHANGE 04/248

Reference was made to Agenda Bill # 04-140, being Report No. PD-064-2004, dated August 17, 2004, and prepared by Russell Dauk, Planning & Development, regarding the Timber Heights Land Exchange.

MOVED by Councillor Meagher that a land exchange agreement be entered into with Timber Heights Development Ltd., subject to the following conditions:

- 1. THAT the developer continue to be responsible for all costs associated with the original road frontage;
- 2. THAT the developer incur all costs related to having the land surveyed by an accredited legal land surveyor.
- 3. THAT the developer follow through with all land re-zoning

COUNCIL REPORT

Meeting Date: February 8, 2022



Subject: Minutes	Council Appointed Advisory Board/Committee Meeting		
APPROVALS:			
	Jamie Doyle		
	Director	Chief Administrative Officer	

Recommended Motion:

THAT the Minutes from Council Appointed Advisory Board/Committee meetings, as outlined in Attachments 1-6, be accepted as information.

Summary and Background:

Administrative Directive No. GOV-060-D, Council Appointed Committee Meetings and Reporting, was approved by Administration on October 25, 2019 and was established to govern the core democratic principles of openness and transparency by ensuring that Council Committees, which are advisory in nature, are managed and administered consistently.

A mechanism to ensure alignment with the provision of transparency is to ensure that all advisory committee minutes are appropriately forwarded to Council through a public agenda for information to Council members as well as residents and the general public.

In accordance with Administrative Directive No. GOV-060-D, Council - Appointed Committee Meetings and Reporting, Administration is providing Minutes from Council Appointed Committee meetings, for Council's information.

Strategic Priorities:

Responsible Government

Attachments:

- 1. 2021-12-01 Wod Buffalo Development Advisory Committee Minutes
- 2. 2021-12-01 Wood Buffalo Downtown Revitalization Advisory Committee Minutes

Department: Legislative Services 1/2

- 3. 2021-12-06 Special Wood Buffalo Waterfront Advisory Committee minutes
- 4. 2021-12-08 Public Art Committee Minutes
- 5. 2021-12-09 Advisory Committee on Aging Minutes
- 6. 2021-12-16 Special Communities in Bloom Minutes

Minutes of a Meeting of the Wood Buffalo Development Advisory Committee held via Electronic Communications, in Fort McMurray, Alberta, on Wednesday, December 1, 2021, commencing at 9:00 AM.

Present:

Bryce Kumka, Business Community
Bilal Abbas, Public-At-Large
Steven Hale, Education Sector
Jin Li, Public-At-Large
David Secord, Business Community
Beverley Tjarera, Community Development
Ijeoma Uche-Ezeala, Public-At-Large
Curtis Williams, Community Development
Stu Wigle, Councillor

Absent:

Diana Noble, Public-At-Large
Dan Soupal, Land Development Industry
Scott Jackson, Oil and Gas Industry
Jessica Bowles, Health and Wellness Field
Justin MacNeil, Arts, Culture and Recreation Sector

Administration:

Kelly Hansen, Director, Strategic Planning and Program Management Brad McMurdo, Director, Planning and Development Monica Lance, Manager, Special Projects Sonia Soutter, Manager, Senior Legislative Officer Heather Fredeen, Legislative Officer

1. Call to Order

Chair B. Kumka called the meeting to order at 9:04 a.m.

2. Adoption of Agenda

MOTION:

THAT the Agenda be adopted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Ijeoma Uche-Ezeala, Public-At-Large **SECONDER:** Curtis Williams, Community Development

FOR: Kumka, Li, Secord, Tjarera, Williams, Uche-Ezeala, Abbas, Hale

ABSENT: Noble, Soupal, Jackson, Bowles, MacNeil

3. Minutes of Previous Meetings

3.1. Wood Buffalo Development Advisory Committee Meeting - November 3, 2021

THAT the Minutes of the Wood Buffalo Development Advisory Committee Meeting held on November 3, 2021, be approved as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Curtis Williams, Community Development

SECONDER: David Secord, Business Community

FOR: Kumka, Li, Secord, Tjarera, Williams, Uche-Ezeala, Abbas, Hale

ABSENT: Noble, Soupal, Jackson, Bowles, MacNeil

4. New and Unfinished Business

4.1. Amanda Haitas, Senior Manager, Planning and Development re: Downtown Revitalization Incentive Program Progress Update

Amanda Haitas, Senior Manager, Planning and Development provided a presentation on the Downtown Revitalization Incentive Program noting that the program is specific to downtown businesses and apartment buildings. An overview of promotional efforts undertaken by Administration and program update statistics was provided. It was noted through discussion that the incentive program is an investment into the downtown even if the property owner receiving the grant does not remain at the property.

4.2. Brad McMurdo, Director, and Amanda Haitas, Senior Manager, Planning and Development, re: Red Tape Reduction - Planning and Development Process Review Project Update

Brad McMurdo, Director, and Amanda Haitas, Senior Manager, Planning and Development provided an update on the Red Tape Reduction - Planning and Development's Process Review Project noting that an internal review of documents and processes and process flow maps to identify improvements, have been completed.

4.3. Bryce Kumka, Chair re: Red Tape Reduction Communication Update

Monica Lance, Manager, Strategic Planning and Program Management indicated that a meeting has been scheduled between the Committee and the Associate Minister, Red Tape Reduction on January 25, 2021. Further details of the meeting will be discussed at the Committee meeting in January.

Action

The Provinces' Red Tape Reduction Annual Report to be circulated to Committee members prior to next Committee meeting.

MOTION:

That the Chair on behalf of the Wood Buffalo Development Advisory Committee, submit a request to present to Council at their January 11, 2021 meeting, an annual update and an update on the Committee's Red Tape Reduction initiatives, in advance of the Committee's January 25, 2021 meeting with the Associate Minister, Red Tape Reduction.

RESULT: CARRIED [UNANIMOUS]
MOVER: Bilal Abbas, Public-At-Large

SECONDER: David Secord, Business Community

FOR: Kumka, Li, Secord, Tjarera, Williams, Uche-Ezeala, Abbas, Hale

ABSENT: Noble, Soupal, Jackson, Bowles, MacNeil

Adjournment

The meeting adjourned at 10:45 a.m.		
	Chair	

Minutes of a Meeting of the Wood Buffalo Downtown Revitalization Advisory Committee held via Electronic Communication in Fort McMurray, Alberta, on Wednesday, December 1, 2021, commencing at 5:00 PM.

Present:

Roy Williams, Land Development Industry
Brianne English, Oil and Gas Industry
Owen Erskine, Recreation, Culture and Heritage Representative
Carolyn Evancio, Seniors Representative,
Cheryl Golosky, Indigenous Representative
Jean-Marc Guillamot, Business Community
Henry Hunter, Education Sector
Renee Mouland, Public-At-Large
Funky Banjoko, Councillor
Lance Bussieres, Councillor

Absent:

Todd Hillier, Safety and Security Sector Sheri Pidhirney, Business Community Melanie Walsh, Community Development Sector

Administration:

Jade Brown, Chief Legislative Officer Kelly Hansen, Director, Strategic Planning and Program Management Monica Lance, Manager, Special Projects Heather Fredeen, Clerk, Legislative Services

1. Call to Order

Chair R. Williams called the meeting to order at 5:03 p.m.

2. Adoption of Agenda

MOTION:

THAT the Agenda be adopted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Owen Erskine SECONDER: Henry Hunter

FOR: Williams, English, Erskine, Evancio, Golosky, Guillamot, Hunter,

Mouland, Banjoko, Bussieres

ABSENT: Hillier, Pidhirney, Walsh

3. Minutes of Previous Meetings

3.1. Wood Buffalo Downtown Revitalization Advisory Committee Meeting - November 3, 2021

MOTION:

THAT the Minutes of the Wood Buffalo Downtown Revitalization Advisory Committee Meeting held on November 3, 2021, be approved as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Renee Mouland SECONDER: Cheryl Golosky

FOR: Williams, English, Erskine, Evancio, Golosky, Guillamot, Hunter,

Mouland, Banjoko, Bussieres

ABSENT: Hillier, Pidhirney, Walsh

4. New and Unfinished Business

4.1. Introduction of New Council Committee Members

Introductions were provided to welcome Councillors L. Bussieres and F. Banjoko as the Council liaisons for the Wood Buffalo Downtown Revitalization Advisory Committee.

4.2. Downtown Revitalization Incentive Program Progress Update

Amanda Haitas, Senior Manager, Planning and Development provided a progress update on the Downtown Revitalization Incentive Program including program uptake, engagement efforts and challenges. It was noted that a more targeted approach will be initiated with phase three of the project.

4.3. 2022 Kiyām Community Park Maintenance Plan

MOTION:

THAT the 2022 Kiyām Community Park Maintenance Plan presentation dated December 1, 2021 be deferred.

RESULT: CARRIED [UNANIMOUS]

MOVER: Cheryl Golosky SECONDER: Brianne English

FOR: Williams, English, Erskine, Evancio, Golosky, Guillamot, Hunter,

Mouland, Banjoko, Bussieres

ABSENT: Hillier, Pidhirney, Walsh

4.4. Working Group Update

B. English, Committee Member, provided an update on the Beautification Placemaking working group's 1 year, 2-3 years and 5-year plan, including a focus on positive lighting, and sidewalk maintenance throughout downtown, and partnerships with the Government of Alberta for beautification of highways and underpasses.

C. Evancio, Committee Member, provided an update on the Neighbourhood Safety and Pedestrian Friendliness working group including Main Street and Keyano College lighting improvements, downtown police presence, downtown walkability, and connections between downtown and the waterfront.

Committee Members reviewed their overall 1 year, 2-3 years and 5-year plans.

By consensus of its members, the Committee will continue to provide support and advocacy for downtown revitalization initiatives as part of their 1 year, 2-3 years and 5-year plan.

Adjournment

The meeting adjourned at 6:58 p.m.		
	Chair	

Minutes of a Special Meeting of the Wood Buffalo Waterfront Advisory Committee held via Electronic Communications, in Fort McMurray, Alberta, on Monday, December 6, 2021, commencing at 5:00 PM.

Present:

Gaylene Weidlich, Chair
Erica Brewer, Recreation Representative
Gary Devison, Seniors Representative
Cathy Dreier, Public-At-Large
Alan Gammon, Land Development Industry
Bill Loutitt, Indigenous Representative
Keith Plowman, Business Community
Sean Robertson, Safety and Security Sector
David Stirling, Public-At-Large
Liana Wheeldon, Culture (Arts, Culture & Heritage)
Ken Ball, Councillor

Absent:

Loretta Waquan, Councillor

Administration:

Kelly Hansen, Director, Strategic Planning and Program Management Nina Caines, Senior Manager, Parks, Roads and Rural Operations Monica Lance, Manager, Strategic Planning and Program Management Sonia Soutter, Manager, Senior Legislative Officer Anita Hawkins, Clerk, Legislative Services

1. Call to Order

Chair G. Weidlich called the meeting to order at 5:02 p.m.

2. <u>Minutes of Previous Meetings</u>

2.1. Wood Buffalo Waterfront Advisory Committee Meeting - October 21, 2021

MOTION:

THAT the Minutes of the Wood Buffalo Waterfront Advisory Committee meeting held on October 21, 2021, be approved as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Keith Plowman SECONDER: Sean Robertson

FOR: Weidlich, Brewer, Devison, Dreier, Gammon, Loutitt, Plowman,

Robertson, Stirling, Wheeldon

3. New and Unfinished Business

3.1. Introduction of New Council Committee Members

Councillor K. Ball and current Committee Members introduced themselves, noting the area of expertise they bring to the Committee or the sector which they represent.

3.2. Waterfront Park Project

Josh Bernsen, Lee and Associates, provided a status update on the Waterfront Park Project beginning with a review of the Priority Area 1 concept plan. The Snye Point design, movement of the Morimoto Drive south in order to have more pedestrian focus along the water and reduce the need of crossing Morimoto Drive and float plane operations were some of the key points discussed during this update.

By consensus, the Committee supported the final concept design for the Priority Area 1.

The concept for the Priority Area 2, as well as the "What We Heard Report", are currently under internal review and once reviewed, will be coming forward to the Committee. The project team is working with Procurement Services to streamline the delivery process in order to meet the timelines identified.

For the benefit of the newly appointed Council Member, an overview was provided on the process followed and the Committee's involvement in the development of concept designs.

3.3. Wayfinding Strategy Project Update

Nadia Power, Manager, Communications and Engagement, presented the Wayfinding Strategy Project Update, noting the intent is to engage a consultant team to develop a strategy applicable to the entire Regional Municipality of Wood Buffalo, and a Downtown Wayfinding Plan. Projects already underway, such as Waterfront Development and Moccasin Flats will be flagged with the consultant so the approach can be layered into those plans.

3.4. Public Art Indigenous Curator Update

Isela Contreras-Dogbe, Supervisor, Community and Protective Services, noted the Public Art Indigenous Curator position has been offered to a local indigenous artist whose responsibilities will include working with the Committee to incorporate public art in the Waterfront Park; as well as consulting with indigenous communities and facilitating meetings with municipal staff.

3.5. Heritage Resource Management Plan

Isela Contreras-Dogbe, Supervisor, Community and Protective Services, spoke to the Heritage Resource Management Plan, noting Administration is engaging with community groups and indigenous partners to determine what needs to be included within the plan and speaking to the opportunities available to submit feedback on the subject matter.

Monica Lance, Manager, Special Projects, committed to distribute information regarding engagement opportunities to the Committee via email.

3.6. Cultural Infrastructure Needs Assessment

Isela Contreras-Dogbe, Supervisor, Community and Protective Services, spoke to the Cultural Infrastructure Needs Assessment, noting this project is to assess cultural facilities within the Region; what is available, how they are offered to the communities, understanding how the facilities are used and what is missing. The Participate Wood Buffalo survey page is still open for feedback on this subject matter. In addition, printed surveys are available for circulation to various groups, organizations and rural communities where accessing online opportunities may be a challenge.

Adjournment

The meeting adjourned at 6:26 p.m.





December 2, 2021

NOTICE OF SPECIAL MEETING

Pursuant to Section 194 of the *Municipal Government Act*, RSA. 2000 c.M-26, a Special Wood Buffalo Waterfront Advisory Committee Meeting conducted through electronic communications in accordance with Meeting Procedures (COVID-19 Suppression) Regulation is hereby scheduled to take place at 5:00 p.m. on the 6th day of December 2021, to consider the following:

- 1. Call to Order
- 2. Minutes of Previous Meetings
 - 2.1 Minutes of October 21, 2021
- New and Unfinished Business
 - 3.1 Introduction of New Council Committee Members
 - 3.2 Waterfront Park Project
 - 3.3 Wayfinding Strategy Project Update
 - 3.4 Public Art Indigenous Curator Update
 - 3.5 Heritage Resource Management Plan
 - 3.6 Cultural Infrastructure Needs Assessment

Section 17 (1) FOIF

Gaylene Weidlich Chair, Wood Buffalo Waterfront Advisory Committee Regional Municipality of Wood Buffalo Minutes of a Meeting of the Public Art Committee held via electronic communications in Fort McMurray, Alberta, on Wednesday, December 8, 2021, commencing at 6:00 PM.

Present:

Sharon Heading, Chair Waverly Muessle Paul Cooke Lance Bussieres, Councillor

Absent:

Nabil Malik, Vice Chair Todd Hillier

Administration:

Deanne Bergey, Director, Community and Protective Services Jade Brown, Chief Legislative Officer, Legislative Services Karen Puga, Lead Coordinator Theresa Buller, Department Administrator, Community and Protective Services Destiny Hilliard, Clerk, Legislative Services

1. Call to Order

Chair, Sharon Heading, called the meeting to order at 6:02 p.m.

2. Adoption of Agenda

MOTION

THAT the Agenda be amended to add item 4.3 Public Art Committee 2021 Year-End report and that the Agenda be adopted as amended.

RESULT: CARRIED [UNANIMOUS]

MOVER: Paul Cooke

SECONDER: Waverly Muessle

FOR: Heading, Muessle, Cooke

ABSENT: Malik, Hillier

3. <u>Minutes of Previous Meetings</u>

3.1. Public Art Committee Meeting - November 18, 2021

MOTION

THAT the minutes of the Public Art Committee Meeting held on November 18, 2021 be accepted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Waverly Muessle

SECONDER: Paul Cooke

FOR: Heading, Muessle, Cooke

ABSENT: Malik, Hillier

4. New and Unfinished Business

4.1. 2022 Workplan Review

Acquisitions Program:

Theresa Buller, Department Administrator, provided an overview of the Acquisitions Program which will consist of acquiring artwork to be placed in the Jubilee Building lobby. It was further noted that a collections management program is being developed that will manage the collections, maintenance and conservation of artwork

Artist in Community Program:

Theresa Buller, Department Administrator, provided an overview of the Artist in Community Program, noting that a grant opportunity and 101 (one on one) workshops are being developed, both of which will allow the community to work with artists to produce projects.

Temporary Public Art Program:

Theresa Buller, Department Administrator, provided an overview of Temporary Public Art Programs including the Street Banner Program, graphic wrap repairs, and the art/mural festival.

Permanent Public Art Program:

Theresa Buller, Department Administrator, provided an overview of the Permanent Public Art Programs noting Waterfront Development, the Public Art Bench Program, the foundation for the Birchwood Trail art, and conservation of artwork.

It was further noted that an indigenous curator will be joining the team to help guide committee members when making artist calls. The curator will have three top program areas including the Snye festival space, Waterfront redevelopment and working with the Indigenous Public Art Advisory Circle.

4.2. End of Year Gathering

Theresa Buller, Department Administrator, noted the Committee is aiming to present both the Public Art Committee Year End Report, as well as the 2022 Public Art

Workplan to Council during the second week of February. The year-end holiday dinner was also discussed noting that it would be held in a location participating in the Provincial Restrictions Exemption Program.

Adjournment		
The meeting adjourned at 6:44 p.m.		
	Chair	

Minutes of a Meeting of the Advisory Committee on Aging held via electronic communications on Thursday, December 9, 2021, commencing at 1:00 PM.

Present:

Henry Hunter, Wood Buffalo Housing
Linda Mywaart, Public-At-Large - Rural
Luana Bussieres, Public-At-Large - Urban
Carolyn Evancio, Seniors Resource Committee
Joan Furber, Golden Years Society
Carol Theberge, Wood Buffalo Health Advisory Council
Ken Ball, Councillor

Administration:

Deanne Bergey, Director, Community and Protective Services
Kelly Hansen, Director, Strategic Planning and Program Management
Jade Brown, Chief Legislative Officer, Legislative Services
Sonia Soutter, Manager, Legislative Services
Steve Andrejiw, Department Administrator, Community and Protective Services
Caitlin Sheaves, Clerk, Legislative Services

1. Call to Order

Chair Henry Hunter called the meeting to order at 1:00 p.m.

2. Adoption of Agenda

MOTION:

THAT the Agenda be adopted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Luana Bussieres SECONDER: Carol Theberge

FOR: Hunter, Mywaart, Bussieres, Evancio, Furber, Theberge, Ball

3. Minutes of Previous Meetings

3.1. Advisory Committee on Aging Meeting – November 18, 2021

Committee Member Linda Mywaart spoke to the proposed November 18, 2021, minutes noting that information was omitted with respect to the discussion on the accessibility audit that occurred. Committee Member Luana Bussieres also suggested that content

be included to speak to the concerns raised on November 18, 2021, with respect to the delay and timelines of the working group.

The Committee requested that the following be included in the November 18, 2021, minutes:

"Questions and discussion occurred with respect to the accessibility audit and concerns by Committee Members were raised with respect to the delay and timelines of the overall audit and the formation of the accessibility audit working group."

THAT the Minutes of the Advisory Committee on Aging Meeting held on November 18, 2021, be approved as amended.

RESULT: ACCEPTED [UNANIMOUS]

MOVER: Linda Mywaart SECONDER: Joan Furber

FOR: Hunter, Mywaart, Bussieres, Evancio, Furber, Theberge, Ball

4. New and Unfinished Business

4.1. Introduction of New Council Committee Member

Introductions were provided to welcome the newly appointed Council member, Councillor Ken Ball.

4.2. Strategic Plan Process Overview

Kelly Hansen, Director, Strategic Planning and Program Management provided an overview of the Strategic Planning and Program Management Department, noting that their role is to connect internal departments and determine how to best meet the community's needs. It was further noted that the department has been reviewing previous years strategic plans to evaluate how they have been developed and implemented successfully. Findings will be presented to Council to determine the best strategic plan for the Region.

Committee Member Linda Mywaart expressed the importance of updating the language pertaining to seniors in the strategic plan, noting that including "Age Friendly Practices" would be ideal to support the work of the Advisory Committee on Aging and seniors in the community.

4.3. Facilities Update

Age Friendly Assessment

Chris Bond, Manager, Facilities, provided an overview and update on the Age-Friendly Assessment. An overview of the Age Friendly Initiatives was provided, as well as an update on the current timeline for completion. It was noted that assessments have been completed at all RMWB facilities.

The Committee provided feedback with concerns regarding current timeline, assessment tools, and the alignment of various accessibility audits to ensure results are happening concurrently, rather than piece by piece. It was also noted that municipal departments should be collaborating on this initiative to ensure the same tools are being used for all assessments.

Action Items:

- 1. Administration was requested to provide the Committee with a copy of the assessment checklist.
- Following a discussion with respect to municipal facilities and facilities operated by other organizations, it was requested that Administration consider an assessment for all other municipally owned facilities including Shell Place, Frank La Croix Arena, CentreFire Place, etc...
- 3. Administration was asked to research the various accessibility grants and programs that are available both provincially and federally and bring information back at the next Committee meeting in January.
- 4. Through discussion of the Committee, it was noted that the Regional Advisory Committee on Inclusion, Diversity and Equity was also discussing accessibility as well as the RRC. It was requested that Administration align the accessibility audit to cover all areas to ensure full collaboration and a coordination approach amongst municipal departments and municipal corporations.

Snow Removal

Nina Caines, Senior Manager, Parks, provided a brief overview of the current snow removal program.

Committee members discussed concerns with the current Snow Angels program and provided feedback on how the program can be improved.

Action Item:

Administration committed to looking into ways to improve community involvement in the Snow Angels Program and to make improvements to the current messaging for the program.

4.4. Best Practices - Accessibility Audit

Isela Contreras-Dogbe, Supervisor, Community and Protective Services, provided an overview of the Accessibility Audit, including the proposed objectives and deliverables.

The Committee provided feedback on the Audit and suggested that it should be a widesweeping audit rather than focused on one area at a time. Members expressed the importance of forming the Accessibility Audit Working Group to begin hearing from residents who have lived experiences with accessibility issues, before the audit goes to request for proposal.

Exit:

Councillor Ken Ball disconnected from the meeting at 3:00 p.m.

4.5. Communication with Strategic Partners, Stakeholders, and Advisory Committee on Aging Members

Committee Member Luana Bussieres suggested that a strategy be developed to ensure the Advisory Committee on Aging (ACoA) is connecting with a broader number of community members and residents, noting that conversation cafes or public engagements may help educate members of the Community about ACoA and its mandate.

The Committee also discussed the opportunity to invite ad hoc members to their meetings moving forward.

Action Item:

Administration committed to engaging with the Communications and Engagement Department to develop concepts for community engagement and bring those suggestions back to the Committee.

4.6. Action Log

Steve Andrejiw, Department Administrator, Community and Protective Services, provided an overview of the Committee Action Log, noting that a list of ACoA's past achievements has been compiled and will be provided to Council in a briefing note. It was further noted that the Stakeholder Engagements list will be updated and provided to the Committee for review.

4.7. Information Updates

Chair Henry Hunter advised that a letter was sent to Murray Crawford of the Northern Lights Regional Health Centre regarding concerns with parking at the Willow Square Continuing Care Facility. It was noted that parking is not under Mr. Crawford's jurisdiction, but he committed to passing the letter of concerns on to the appropriate parties.

The Committee agreed that the letter should also be shared with the Mayor, MLA and the Minister of Seniors and Housing, on behalf of ACoA.

Deanne Bergey, Director, Community and Protective Services, advised that Administrative Updates will be added to the agenda as a standing item moving forward.

Chair Henry Hunter thanked outgoing members Linda Mywaart and Joan Furber for their commitment to the Advisory Committee on Aging.

Adjournment

The meeting adjourned at 3:17 p.m.		
	Chair	

Minutes of a Special Meeting of the Communities in Bloom Committee held via electronic communications in Fort McMurray, Alberta, on Thursday, December 16, 2021, commencing at 6:00 PM.

Present:

Helen Meyer, Chair Qasim Malik, Vice Chair Destiny Jefferies, Public-at-Large Ayesha Malik, Public-at-Large Johnny Dulku, Public-at-Large

Absent:

Victoria Ganace, Public-at-Large Nicole McMillan, Public-at-Large Kendrick Cardinal, Councillor

Administration:

Seville Kwan, Department Administrator, Public Works Terra Brenneis, Manager, Community Relations Heather Fredeen, Legislative Officer Destiny Hilliard, Clerk, Legislative Services

1. Call to Order

Chair, Helen Meyer, called the meeting to order at 6:04 p.m.

2. Minutes of Previous Meetings

2.1. Communities in Bloom Committee Meeting - November 25, 2021

THAT the minutes of the Communities in Bloom Committee Meeting held on November 25, 2021 be accepted as presented.

RESULT: CARRIED [UNANIMOUS]

MOVER: Johnny Dulku SECONDER: Destiny Jefferies

FOR: Jefferies, Meyer, A. Malik, Dulku, Q. Malik

ABSENT: Ganace, McMillan

3. New and Unfinished Business

3.1. Nominate your Neighbour Winter Program Update

Seville Kwan, Department Administrator, Public Works, provided an update on the Nominate your Neighbour Winter Program noting that 68 nominations have been received to date with a submission deadline of December 20 2021.

3.2. 2022 Flower of The Year Update

Seville Kwan, Department Administrator, Public Works, provided an update on the 2022 Flower of the Year noting that the Communications Department is working on launching the voting platform, which will be provided to the public as an opportunity to vote for the 2022 Flower of the Year.

Adjournment

The meeting adjourned at 6:20 p.m.		
	Chair	

COUNCIL REPORT

Meeting Date: February 8, 2022



Subject: Bylaw No. 22/002 - Committees Bylaw No. 17/024 Amendment Specific to the Establishment of the Wood Buffalo Transportation Advisory Committee		
APPROVALS:		Jamie Doyle
	Director	Chief Administrative Officer

Recommended Motion:

- 1. THAT Bylaw No. 22/002, being a bylaw to amend the Committees Bylaw No. 17/024, specific to establishing the Wood Buffalo Transportation Advisory Committee, be read a second time.
- 2. THAT Bylaw No. 22/002 be read a third and final time.

Summary:

Council has established a number of boards and committees that serve the Wood Buffalo community in a volunteer capacity. These boards help advise and inform the Mayor and Councillors on matters that impact the public, giving residents the opportunity to share their expertise and input with decision-makers in government. The amending Bylaw No. 22/002 was developed in response to a Council resolution passed on November 22, 2021, to create a Regional Transportation Committee.

Background:

On November 22, 2021, Council passed the following resolution:

THAT Administration bring forward for Council's consideration a bylaw to create a Regional Transportation Committee comprised of members of Council, Indigenous partners, industry partners, the Chief Administrative Officer or designate and the Mayor, with a mandate to advocate to the Federal and Provincial Government on transportation matters within the Region and make recommendations to Council on transportation matters within RMWB's jurisdiction.

The mandate of the proposed Wood Buffalo Transportation Advisory Committee ("the Committee") is to:

Department: Strategic Planning and Program Management

COUNCIL REPORT – Bylaw No. 22/002 - Committees Bylaw No. 17/024 Amendment Specific to the Establishment of the Wood Buffalo Transportation Advisory Committee

- 1. Make recommendations to Council on matters pertaining to the development and operation of the regional transportation system;
- 2. Advocate to the Federal and Provincial governments on regional transportation matters that have been endorsed by Council; and
- 3. Provide timely and considered response to Council on regional transportation matters referred to the Committee by Council.

The work of the Committee will include:

- Providing guidance and recommendations to further develop and operate the region's urban and rural public transportation system that supports and enhances the safe movement of people and goods in a fiscally responsible manner and meets community needs. Initial recommendations are to be submitted prior to the end of 2022.
- 2. Reviewing relevant, studies and reports related to regional transportation matters.
- 3. Considering the following factors when making recommendations:
 - a. the impact on all potential users;
 - b. the requirements for health, safety and risk management;
 - c. the availability and impact on resources both from an initial capital and long-term operational perspective;
 - d. the economic and social benefits to the community as a whole;
 - e. recommendations and outcomes from previous studies that have been completed; and
 - f. collaboration with other organizations that are not represented on this committee and are working towards similar goals so as to not unnecessarily duplicate efforts.
- 4. Proposing funding options for its recommended initiatives including, but not limited to, grants, community partnerships, funding sources from other levels of government, and/or municipal funding (including other municipal governments).

The Committee will not be responsible for matters related to:

1. Policing or regulating the use of vehicles on the regional roads (e.g. taxis, ride-sharing, heavy or oversized loads);

COUNCIL REPORT – Bylaw No. 22/002 - Committees Bylaw No. 17/024 Amendment Specific to the Establishment of the Wood Buffalo Transportation Advisory Committee

- 2. Municipal transit; and,
- 3. Trails or pathways.

Additional proposed information regarding the Committee, including its membership and reporting, can be found in the attachment to this report.

Budget/Financial Implications:

Any costs associated with administering this Committee would be covered as part of the approved annual operating budget and all applicable policies and procedures.

Rationale for Recommendation:

To ensure that the region's public transportation system is developed and operated in an effective and safe manner that meets the needs of the region's residents, businesses, stakeholders and partner organizations.

Strategic Priorities:

Responsible Government Rural and Indigenous Communities and Partnerships

Attachments:

1. Bylaw No. 22/002 - Committees Bylaw Amendment - Wood Buffalo Transportation Advisory Committee

BYLAW NO. 22/002

A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND THE COMMITTEES BYLAW NO.17/024

WHEREAS in accordance with Section 191(1) of the *Municipal Government Act*, RSA 2000, c. M-26 and amendments thereto, the Council for a Municipality may amend its bylaws;

NOW THEREFORE, the Council of the Regional Municipality of Wood Buffalo, duly assembled, enacts the following:

- 1. The Committees Bylaw is amended by adding Appendix J Wood Buffalo Transportation Advisory Committee attached to and forming part of this Bylaw.
- 2. This Bylaw comes into effect on the date it is passed.

Read a first time this 25^{th} day of January , 2	022.
Read a second time this day of	, 2022.
Read a third time and final time this	day of, 2022.
Signed and Passed this d	ate of 2022
	Mayor
	Chief Legislative Officer

Appendix J – Wood Buffalo Transportation Advisory Committee

Membership: Membership will include:

4 non-voting members

- 1 the Mayor appointed as a non-voting liaison;
- 2 Council Members appointed as a non-voting liaisons;
- 1 Chief Administrative Officer or designate appointed as a non-voting liaison;

7 voting members, appointed with knowledge of and experience in the transportation sector

- 2 Indigenous representatives;
- 1 Oil sands industry representative;
- 2 Business representatives;
- 2 Public-at-large representatives.

Members will not be expected to represent a sector, organization, or group of organizations.

The primary residence of all Committee members must be within the boundaries of the Regional Municipality of Wood Buffalo.

Term of Appointment: December 31, 2022

Appointment Process: Recruitment for members of the Wood Buffalo Transportation

Advisory Committee ("WBTAC") will be conducted in accordance with Council's Selection Committee Policy. The Chief Administrative Officer will be responsible for reviewing applications and making recommendations to Council

regarding appointments to the Committee.

Committee End Date: The WBTAC has been established by Council with a specific

mandate to advise and make recommendations to Council on regional transportation matters by the end of 2022. The

WBTAC may be dissolved by Council at any time.

Mandate:

To make recommendations to Council on advocacy and matters pertaining to the development and operation of the regional transportation system.

To provide a timely and considered response to Council on regional transportation matters referred to the WBTAC by Council.

Identified Initiatives:

The WBTAC will:

- 1. Provide guidance and recommendations to further develop and operate the region's urban and rural public transportation system to further support and enhance the safe movement of people and goods in a fiscally responsible manner that meets community needs.
- 2. Provide recommendations regarding Committee structure and potential next steps.
- 3. Review relevant, pre-existing, studies and reports related to regional transportation matters.
- Consider the following factors when making recommendations:
 - a. The impact on all potential users;
 - b. The requirements for health, safety and risk management;
 - c. The availability and impact on resources both from an initial capital and long-term operational perspective.
 - d. The economic and social benefits to the community as a whole.
 - e. Recommendations and outcomes from previous studies that have been completed.
 - f. Considerations regarding jurisdiction regarding topics such as ownership and maintenance.
 - g. Collaboration with other organizations that are not represented on this committee and are working towards similar goals so as to not unnecessarily duplicate efforts.

 Propose funding options within recommended initiatives for consideration, including but not limited to, grants, community partnerships, funding sources from other levels of government, and/or municipal funding (including other municipal governments).

The WBTAC will not be responsible for matters related to:

- 1. Policing or regulating the use of vehicles on the regional roads (e.g. taxis, ride-sharing, heavy or oversized loads);
- 2. Municipal transit;
- 3. Trails or pathways.

Meetings:

The WBTAC will endeavor to hold one meeting per month. Frequent meetings may be required during initial Committee start up and during key critical path development.

Reporting:

Where the Committee wishes to make a recommendation to Council, the matter will be submitted and considered through Council's agenda review and approvals process. Any requests by the Committee to provide recommendations and advice for presentation to Council will be approved at the Municipality's discretion. Recommendations to Council regarding potential transportation projects and the structure and function of the committee are to be submitted prior to the end of 2022.

COUNCIL REPORT

Meeting Date: February 8, 2022



Subject: Bylaw No. 22/001 Procedure Bylaw Amendment - Electronic Participation in Meetings				
APPROVALS:		Jamie Doyle		
Director Chief Administrative Officer				

Recommended Motion:

THAT Bylaw No. 22/001, being a bylaw to amend Procedure Bylaw No. 18/020, be read a third and final time.

Summary and Background:

At the January 11, 2022, Council Meeting, Council passed the following motion:

THAT Administration bring forward for Council's consideration at the January 25, 2022, Council Meeting an amendment to the Procedure Bylaw, Bylaw No. 18/020, to allow for the electronic participation of Council members during regularly scheduled in person Council meetings.

Under the current Procedure Bylaw electronic participation during regular in person Council meetings is addressed in section 7 as follows:

- 7. A Councillor may participate in a Meeting via teleconferencing or other electronic means that has been tested for reliability and can be muted to block background noise, subject to:
 - (a) the Councillor being from a rural ward, but is unable to travel to the meeting due to lack of travel options or inclement weather; or
 - (b) the Councillor's participation is required to obtain quorum for the Meeting;
 - (c) the Councillor's Health; or
 - (d) during a special meeting of Council called pursuant to section 194 of the Act.

Enhanced provisions for electronic participation allow Council members the flexibility to

Department: Legislative Services 1/2

COUNCIL REPORT – Bylaw No. 22/001 Procedure Bylaw Amendment - Electronic Participation in Meetings

participate in meetings when they are unable to physically attend to participate.

The proposed Bylaw, Bylaw No. 22/001, as outlined on attachment 1, if passed, will allow Council members the ability to request participation in any meeting of Council via electronic means as they deem necessary.

Rationale for Recommendation:

In keeping with Council's commitment to accountability and transparency to the public, providing additional means whereby participation can occur electronically as deemed appropriate by the individual Council member, will ensure that those wishing to participate in Council meetings and decisions can do so even when they are unable to attend in person.

Strategic Priorities:

Responsible Government

Attachments:

1. Bylaw No. 22/001 Procedure Bylaw Amendment

2/2

BYLAW NO. 22/001

A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND BYLAW NO. 18/020, THE PROCEDURE BYLAW.

WHEREAS in accordance with section 191(1) of the *Municipal Government Act*, R.S.A. 2000, c M- 26 and amendments thereto ("Act"), the Council for a Municipality may amend its bylaws;

NOW THEREFORE the Council of the Regional Municipality of Wood Buffalo, duly assembled, enacts the following:

- 1. The Procedure Bylaw No. 18/020, is amended by:
 - a) deleting ". (the period)" at the end of subsection 7(d) and inserting "; or";
 - b) adding the following as subsection 7(e);
 - 7(e) for any other reason deemed necessary by a Councillor, however, whenever possible, Councillors will endeavor to attend all Council meetings in person.
 - c) adding the following as subsection 7(f):
 - 7(f) All requests to electronically participate in a meeting must be received by the Chief Administrative Officer and the Chief Legislative Officer by 12 noon the day of the meeting.
 - d) adding the following as section 7.1.:
 - 7.1. Councillors participating in a closed session of Council via electronic means must ensure that they are in a private location so as to not disclose or release, by any means any confidential information shared during the in-camera meeting.
- 2. This Bylaw comes into force the date it is passed.

Read a first time this 25 th day of Jan Read a second time this 25 th day of	•			
Read a third time and final time this	·	day of	, 2022.	
Signed and Passed this	day of		, 2022	
		Mayor		
		Chief L	.egislative Officer	,

Meeting Date: February 8, 2022



Subject:	2021 Q4 Capital Budget	Fiscal Amendments Update
APPROVALS:		Jamie Doyle
	Director	Chief Administrative Officer

Recommended Motion:

THAT the 2021 Q4 Capital Budget Fiscal Amendments update, as summarized on Attachment 1 (2021 Capital Budget Fiscal Amendments, dated December 31, 2021), be accepted as information.

Summary:

This report provides a summary of capital budget amendments implemented by Administration within the provisions of the Fiscal Responsibility Policy (FIN-160) for the fourth quarter ending December 31, 2021.

There were five (5) capital projects amended in this quarter as listed on Attachment 1, resulting in an increase of \$315,000 to the capital budget. None of these amendments are due to scope changes, and therefore the nature and type of capital projects are not altered.

These amendments were reviewed and recommended by the Capital Projects Steering Committee.

Background:

There are five (5) capital project amendments: three (3) requiring additional funding, one (1) requesting a cash flow change, and one (1) funding change:

Additional Funding:

- Building Access & Roof System Design/Build
 - Due to an increase in the market price for steel, an additional \$100,000 was required to proceed with awarding the contract.
- Space Planning Software
 - The bids received came in higher than estimated and required an additional

Department: Financial Services 1/3

\$160,000 to proceed with awarding the contract.

- Transit at 160 Saprae Creek Trail Maintenance Shop Exhaust System
 - The bids received came in higher than estimated and required an additional \$55,000 to proceed with awarding the contract.

Cash Flow Change:

- Fort Chipewyan Lift Station Upgrades Construction
 - This project was ahead of schedule. The amendment was to advance \$4,000,000 in funds from 2022 to 2021 in order allow for work to continue on the project in 2021.

Funding Change:

- Rural Infrastructure Rehabilitation 2015-2017 Construction
 - Grant funding of \$24,000,000 was approved for this project and will be exchanged with the current budgeted Community Investment Reserve (CIR) funds.

Within the Fiscal Responsibility Policy (FIN-160), Administration is authorized to reallocate capital budget funds provided that:

- The change will result in efficient administrative and project delivery process.
- The change will not result in addition or cancellation of the capital project.
- There are no scope changes, and therefore the nature and type of capital projects are not altered; where additional funding is required, funds available from a combination of savings from fully tendered projects, other uncommitted sources such as grants and offsite levies, and cash flow management with other capital projects will be utilized, and
- Council set debt and debt service limits are not exceeded.

Budget/Financial Implications:

Attachment 1 shows the net budget impact of these amendments. The original approved budget and the revised budget are presented with the net budget impact by project and funding source.

Attachment 2 summarizes the impact of cash flows and the source of funding from the proposed amendments by years.

Rationale for Recommendation:

Department: Financial Services 2/3

The fourth quarter 2021 Capital Budget Fiscal Amendments satisfy all the above conditions as stated in the Fiscal Responsibility Policy (FIN-160) with a net increase of \$315,000 to the 2021 approved capital budget and prior capital budgets approved by Council.

Strategic Priorities:

Responsible Government

Attachments:

- 1. 2021 Capital Budget Fiscal Amendments December 31, 2021
- 2. 2021 Cash Flow by Year December 31, 2021
- 3 7. Capital Budget Amendment Sheets

Regional Municipality of Wood Buffalo 2021 Capital Budget Fiscal Amendments December 31, 2021

Attachment 1

Nature of Amendments	Total Project Cost	Federal Grants	Provincial Grants	Reserves (CIR)	Other Sources	Debenture	Att.
Original Budget	1,210,356	-	-	1,210,356	-	-	;
Original Budget	35,000,000	-	5,134,368	29,865,632	-	-	
Original Budget	110,000,000	-	47,000,000	62,826,946	173,054	-	
Original Budget	125,000	-	-	125,000	-	-	
Original Budget	270,000	-	-	270,000	-	-	٦.
	\$ 146,605,356	\$ -	\$ 52,134,368	\$ 94,297,934	\$ 173,054	\$ -	
Additional Funding	1,310,356	-		1,310,356	-		T :
Additional Funding Cash Flow	1,310,356 35,000,000		5,134,368	1,310,356 29,865,632	-	-	-
		-	5,134,368 71,000,000		173,054	- - - -	-
Cash Flow	35,000,000	-		29,865,632	173,054	-	
Cash Flow Fund Swap	35,000,000 110,000,000			29,865,632 38,826,946	- - 173,054 - -	- - - - -	
	Original Budget Original Budget Original Budget	Original Budget 35,000,000 Original Budget 110,000,000 Original Budget 125,000 Original Budget 270,000	Original Budget 35,000,000 - Original Budget 110,000,000 - Original Budget 125,000 -	Original Budget 35,000,000 - 5,134,368 Original Budget 110,000,000 - 47,000,000 Original Budget 125,000 - - Original Budget 270,000 - -	Original Budget 35,000,000 - 5,134,368 29,865,632 Original Budget 110,000,000 - 47,000,000 62,826,946 Original Budget 125,000 - 125,000 - 125,000 Original Budget 270,000 270,000 - 270,000	Original Budget 35,000,000 - 5,134,368 29,865,632 - Original Budget 110,000,000 - 47,000,000 62,826,946 173,054 Original Budget 125,000 - - 125,000 - Original Budget 270,000 - - 270,000 -	Original Budget 35,000,000 - 5,134,368 29,865,632 - - Original Budget 110,000,000 - 47,000,000 62,826,946 173,054 - Original Budget 125,000 - - 125,000 - - Original Budget 270,000 - - 270,000 - -

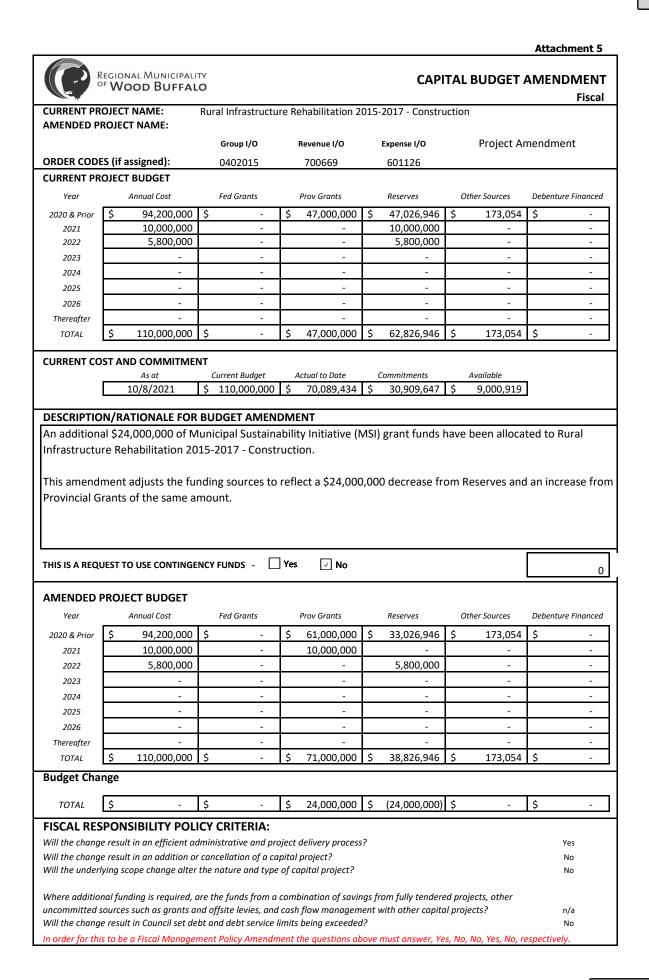
Regional Municipality of Wood Buffalo 2021 Cash Flow by Year - December 31, 2021

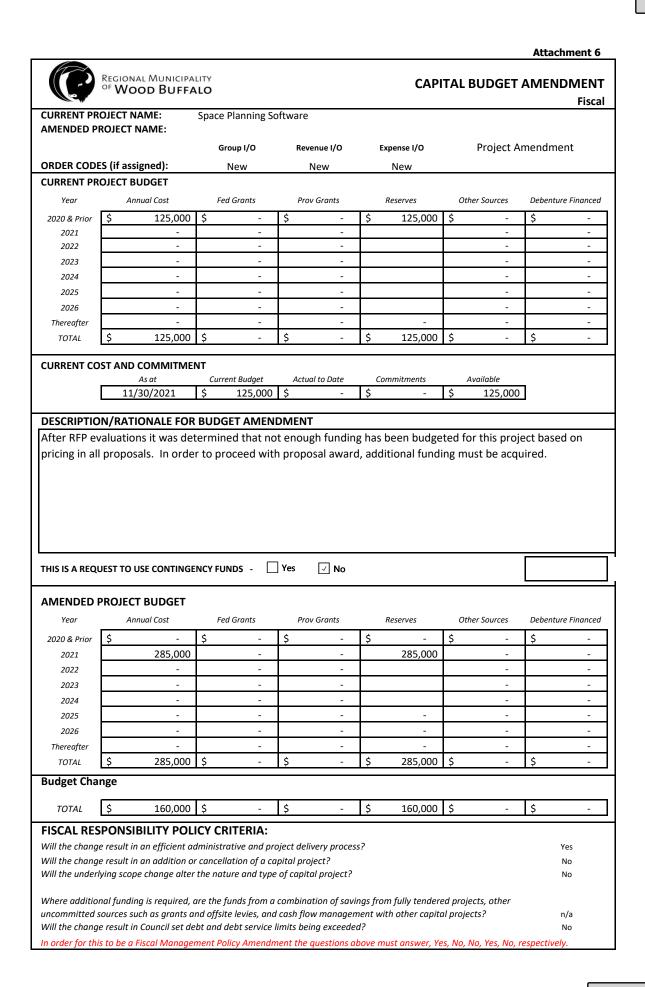
Attachment 2

					Fu	nding Sources				
	l Project Cost ccumulative)	Federal C	Grants	Provincial Grants	R	leserves (CIR)	Oth	er Sources	De	benture
Original Funding Sources										
2020 and prior	107,535,356		-	47,000,00	0	60,362,302		173,054		-
2021	19,270,000		-	5,134,36	8	14,135,632		-		-
2022 and thereafter	19,800,000		-	-		19,800,000		-		-
Original Funding Sources Total (a)	\$ 146,605,356	\$	-	52,134,36	8 \$	94,297,934	\$	173,054	\$	-
Revised Funding Sources										
2020 and prior	107,410,356		-	61,000,00	0	46,237,302		173,054		-
2021	23,640,000		-	15,134,36	8	8,505,632		-		-
2022 and thereafter	15,870,000		-	-		15,870,000		-		-
Revised Funding Sources Total (b)	\$ 146,920,356	\$	-	76,134,36	8 \$	70,612,934	\$	173,054	\$	-
Revision / Difference (b) - (a)	\$ 315,000	\$	-	\$ 24,000,00	0 \$	(23,685,000)	\$	-	\$	-

Comparison Com													Fisc
CROBER CODES (if assigned):				Building A	Access &	Roof Syste	m - Desig	gn/Build					
Company Comp	INIENDED P	KOJEC	I NAIVIE:	C	. 1/0	Daviania	. 1/0	F	1/0		Oraiost A	mandn	nont.
Very Annual Cost Fed Grants Prov Grants Reserves Other Sources Debenture Finance Debenture	DDED COD	FC /:£ -	:	·						'	-ioject A	inenun	ient
Near Annual Cost Fed Grants Frow Grants Reserves Other Sources Debenture Finant				0092	018	70098	85	601	683				
1,210,356 S				- 10						0.1			
2021													
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2024			-		-		-		-		-		-
Thereafter TOTAL \$ 1,210,356 \$ - \$ - \$ - \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$ \$ \$ 1,210,356 \$ - \$	2023		-		-		-		-		-		-
Thereafter	2024		-		-		-		-		-		-
Thereafter TOTAL \$ 1,210,356 \$ - \$ - \$ - \$ 1,210,356 \$ - \$ \$ FREET COST AND COMMITMENT As at Current Budget Actual to Date Commitments Available 10/8/2021 \$ 1,210,356 \$ 87,900 \$ 1,080,620 \$ 41,836 ESCRIPTION/RATIONALE FOR BUGGET AMENDMENT Unitial Sign of the Fall Protection System Design and Installation came in higher than the available budget, which sas projected at \$1,210,356. As this work relates to the installation of steel fall protection systems, pricing ibmissions reflected current market prices for the cost of steel, which has increased significantly since the RFF steel. This amendment is to request the funding short fall to award the contract to the successful vendor. WENDED PROJECT BUDGET Year Annual Cost Fed Grants Proy Grants Reserves Other Sources Debenture Finar 2020 & Prior \$ 1,210,356 \$ - \$ \$ 1,210,356 \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			-		-		-		-		-		-
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30,000 - 30,000 - 2022 70,000 - 70,000 - 2023 - - - - - - - - -	ubmissions sued. This	s refles ame	o use continge	narket pr equest th	ices for ne fundi	the cost o	f steel, vall to awa	which h	as increa	sed sign	nificantly	y since t	the RFP lor.
2022 70,000 70,000 - 2023 70,000 - 2024	sued. This	s refles ame	o USE CONTINGE COT BUDGET Annual Cost	narket pr equest th NCY FUND: Fed Gr	ices for ne fundi	the cost o	f steel, vall to awa	which had are the vard the	as increa contract	sed sign to the	nificantly successf	y since to	the RFP lor.
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2026	IS IS A REQ WENDED Year 020 & Prior 2021 2022	s refles ame	O USE CONTINGE COUSE CONTINGE	narket pr equest th NCY FUND: Fed Gr	ices for ne fundi	the cost o	f steel, vall to awa	which had are the vard the	rves 210,356 30,000	sed sign to the	successf Sources -	y since to	the RFP lor.
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Ill the change result in an efficient administrative and project delivery process? Yes Ill the change result in an addition or cancellation of a capital project? No	MENDED Year 2020 & Prior 2021 2022 2023 2024 2025 2026 Thereafter TOTAL	UEST TO	O USE CONTINGE COUSE CONTINGE	narket pr equest th NCY FUND: Fed Gr	s - C	the cost o	f steel, vall to awa	which have and the	rves 210,356 30,000 70,000	Other	Sources	/ since 1 ul vend	the RFP lor.
Ill the change result in an efficient administrative and project delivery process? Yes Ill the change result in an addition or cancellation of a capital project? No	MENDED Year 1020 & Prior 2021 2022 2023 2024 2025 2026 Thereafter TOTAL	S refles ame	O USE CONTINGE CCT BUDGET Annual Cost 1,210,356 30,000 70,000 1,310,356	narket prequest the NCY FUNDS Fed Gr	s - C	Yes Prov Gro	f steel, vall to awa	Rese \$ 1,	rves 210,356 30,000 310,356	Other	Sources	Jebent \$	the RFP lor.
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RECIONAL MUNICIPALITY Fort Chipewyan Lift Station Upgrades - Construction								
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DDED COD	ES (if ac	cianod):	• •		•	r roject r	unchamen	
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			End Crants	Brow Crants	Rosanias	Other Sources	Dohonturo Fi	inanc
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2024		-	-	-	-	-		-
2025		-	-	-	-	-		-
		-	-	-	-	-		-
,	_	-		-	-			
TOTAL	Ş	35,000,000	Ş -	\$ 5,134,368	\$ 29,865,632	ļ\$ -	Ş	
JRRENT CO	ST AND	СОММІТМЕ	NT					
				1.				
	1	0/8/2021	\$ 35,000,000	\$ 18,903,059	\$ 11,241,694	\$ 4,855,246)	
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MENDED Year 2021 2022 2023 2024 2025 2026 Thereafter TOTAL JIGGET Cha	UEST TO PROJEC	USE CONTINGE CT BUDGET nnual Cost 12,000,000 4,000,000 35,000,000	e and the contr	Yes	Reserves \$ 12,000,000	Other Sources \$	Debenture Files	inana
MENDED Year 1020 & Prior 2021 2022 2023 2024 2025 2026 Thereafter TOTAL Udget Cha	UEST TO PROJEC \$ specific properties of the project of the proje	USE CONTINGE CT BUDGET nnual Cost 12,000,000 4,000,000 35,000,000	re and the control witted funds from the funds from the funds from the first funds from the fund	Yes	Reserves \$ 12,000,000	Other Sources \$	Debenture Fit	inana
MENDED Year 1020 & Prior 2021 2022 2023 2024 2025 2026 Thereafter TOTAL Udget Cha	UEST TO PROJEC A \$ specified a series of the series of	USE CONTINGE CT BUDGET nnual Cost 12,000,000 4,000,000 35,000,000	re and the control witted funds from the funds from the funds from the first funds from the fund	Yes	Reserves \$ 12,000,000	Other Sources \$	Debenture Files	inana





Attachment 7

	REGIONAL MUNICIPAL OF WOOD BUFFA	LITY		CAP	TAL BUDGET	AMENDMENT Fiscal
	OJECT NAME:	Transit at 160 Ma	aintenance Shop E	xhaust System		
AMENDED P	ROJECT NAME:					
		Group I/O	Revenue I/O	Expense I/O	Project A	mendment
ORDER CODI	ES (if assigned):	0392021	701279	602147		
CURRENT PR	OJECT BUDGET					
Year	Annual Cost	Fed Grants	Prov Grants	Reserves	Other Sources	Debenture Financed
2020 & Prior	\$ -	\$ -	\$ -		\$ -	\$ -
2021	270,000	-	-	270,000	-	-
2022	-	-	-		-	-
2023	-	-	-		-	-
2024	-	-	-		-	-
2025	-	-	-		-	-
2026	-	-	-		-	-
Thereafter	- -	-	-		-	-
TOTAL	\$ 270,000	\$ -	\$ -	\$ 270,000	\$ -	\$ -
CURRENT CO	OST AND COMMITME	NT				
00111121111100	As at	Current Budget	Actual to Date	Commitments	Available	
	11/1/2021	\$ 270,000	\$ -	\$ 270,000	\$ -	
DESCRIPTIO	N/RATIONALE FOR	BUDGET AMEN	DMENT			
THIS IS A REQI	UEST TO USE CONTINGE	NCY FUNDS -	Yes V No			0
AMENDED	PROJECT BUDGET					
Year	Annual Cost	Fed Grants	Prov Grants	Reserves	Other Sources	Debenture Financed
2020 & Prior	\$ -	\$ -	\$ -		\$ -	\$ -
2021	325,000	-	-	325,000	-	-
2022		-	-		-	-
2023	-	-	-		-	-
2024	-	-	-		-	-
2025	-	-	-	-	-	-
2026	-	-	-	-	-	-
Thereafter	-	-	-	-	-	-
TOTAL	\$ 325,000	\$ -	\$ -	\$ 325,000	\$ -	\$ -
Budget Cha	nge					
J						
TOTAL	\$ 55,000	\$ -	\$ -	\$ 55,000	\$ -	\$ -
FISCAL RES	SPONSIBILITY POL	ICY CRITERIA:				
	ne result in an efficient ac		oiect delivery proce	ss?		Yes
_	e result in an addition o	-				No
_	lying scope change alter					No
	nal funding is required, o		-			V
	sources such as grants a le result in Council set de		-	•	μισμετιςς	Yes No
_	is to be a Fiscal Managei		_		. No. No. Yes. No. re	

Meeting Date: February 8, 2022



Subject:	Capital Budget Amendr	ments	
APPROVALS:			
		Jamie Doyle	
	Director	Chief Administrative Officer	
	Director	Chief Administrative Officer	

Recommended Motion:

THAT the 2022 Capital Budget Amendment as summarized on Attachment 1 (2022 Capital Budget Amendment – New and Cancelled Projects, dated February 8, 2022) be approved; and

THAT the revised Cash Flow of Capital Projects as summarized on Attachment 2 (2022 Capital Budget Amendment – New and Cancelled Projects – Project Cash Flow Summary, dated February 8, 2022) be approved.

Summary:

Administration has identified one (1) capital project to be submitted for Capital Budget amendment consideration. Council is the approving authority for the Capital Budget, subject to the provisions of the Fiscal Responsibility Policy (FIN-160).

This Capital Budget amendment will result in a net increase of \$2,800,000 to the 2022 and thereafter Capital Budget, as outlined in the Budget Net Change Summary.

Background:

There is one project being presented for consideration:

New capital funds are required:

Site Drainage Improvement Program - Design and Construction

This project is to address ongoing drainage issues in the Urban Areas. The primary scope of this project will include grading and drainage improvement work, landscaping and installation of storm pipes.

Budget/Financial Implications:

The net increase in funding of \$2,800,000 is from the 2022 and thereafter Capital Budget.

Department: Financial Services 1 / 2

The full budget impact of the amendment will be incorporated in the 2022 Budget upon Council approval; Attachments 1-3 illustrate this impact.

Attachment 1 shows the net budget impact of the amendment. The original approved budget and the revised budget is presented with the net budget impact by project and funding source.

Attachment 2 shows the cash flow changes by funding sources. Since multi-year projects are pre-approved over the life of project development, amendments in cash flows of these projects also require pre-budget approval.

Attachment 3 summarizes the impact of cash flows and the source of funding from these proposed amendments for 2022 and thereafter. This is reflected below in the Budget Net Change Summary.

Total Federal **Provincial** Other **Project Cost** Grants Grants Reserves Sources Debenture (Accumulative) \$ 2021 & Prior \$ \$ \$ \$ \$ 2022 & Thereafter \$ 2,800,000 \$ \$ 2,800,000 \$ \$ Reconciled net change 2,800,000 \$ \$ 2,800,000 \$ \$

Budget Net Change Summary

Rationale for Recommendation:

The rationale for this project is included in the attached individual Capital Budget Amendment Form (Attachment 4).

Strategic Priorities:

Responsible Government

Attachments:

- 1. 2022 Capital Budget Amendmenet New Project Net Impact
- 2. 2022 Capital Budget Amendment New Project Cash Flow Summary
- 3. Cash Flow by Funding Source
- 4. Capital Budget Amendment Form

Regional Municipality of Wood Buffalo 2022 Capital Budget Amendment - New Projects February 8, 2022 Legend: First year of a multi year project

Other than first year of a multi year project

Single year project

S/N	Project Description	Туре	Sponsor Department	Year of original approval	Total Project Cost	Federal Grants	Provincial Grants	Reserves	Other Sources*	Debenture	Atı
	ORIGINAL PROJECT BUDGET										
1	Site Drainage Improvement Program - Design and Construction	New Project	Engineering	New	-	-	ı	-	-	-	4
	Total Original Capital Project Budget				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	L_ (

REVISED PROJECT BUDGET										
1 Site Drainage Improvement Program - Design and Construction	New Project	Engineering	New	2,800,000	ı	-	2,800,000	-	-	4
Total Revised Capital Project Budget				\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	

										_	
	NET BUDGET IMPACT										
1	Site Drainage Improvement Program - Design and Construction	New Project	Engineering	New	2,800,000	٠	-	2,800,000	٠	-	4
	Net Increase/(Decrease) Required on Existing Projects				\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	l

Regional Municipality of Wood Buffalo 2022 Capital Budget Amendment - New Projects - Project Cash Flow Summary February 8, 2022

	Attachment 2
Legend:	First year of a multi year project
	Other than first year of a multi year project
	Single year project

_						Cash	flow		1
		Original		Total Budget					
		Approval		U					
S/N	Project Description	Year	Funding Source	(Accumulative)	2021 & Prior	2022	2023	Thereafter	Att
	ORIGINAL PROJECT BUDGET								
1	Site Drainage Improvement Program - Design and Construction	New	Reserve	-	-	-		-	4
	Total Original Capital Project Budget (a)			\$ -	\$ -	\$ -	\$ -	\$ -	

	REVISED PROJECT BUDGET								
1	Site Drainage Improvement Program - Design and Construction	New	Reserve	2,800,000	-	2,800,000		-	4
	Total Revised Project Budget (b)			\$ 2,800,000	\$ -	\$ 2,800,000	\$ -	\$ -	

	NET BUDGET IMPACT								
1	Site Drainage Improvement Program - Design and Construction	New	Reserve	2,800,000	-	2,800,000	-	-	4
	Net Increase/(Decrease) Required on Existing Projects			\$ 2,800,000	\$ -	\$ 2,800,000	\$ -	\$ -	

Attachment 3

Regional Municipality of Wood Buffalo Cash Flow by Funding Sources, by Year February 8, 2022

Funding Courses

				Funding Sources		
	Total Project Cost (Accumulative)	Federal Grants	Provincial Grants	Reserves (CIR)	Other Sources*	Debentures
Original Funding Sources						
2021 and prior	-	-	-	-	-	-
2022	-	-	-	-	-	-
2023	-	-	-	-	-	-
Thereafter	-	-	-	-	-	-
Original Funding Sources Total (a)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revised Funding Sources						
2021 and prior	-	-	-	_	-	-
2022	2,800,000	-	=	2,800,000	=	=
2023		-	=	=	=	=
Thereafter	-	-	-	-	-	-
Revised Funding Sources Total (b)	\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -
Revision / Difference (b) - (a)	\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -
Net Change by year						
2021 and prior	-	-	-	-	-	-
2022	2,800,000	-	-	2,800,000	-	-
2023	-	-	-	-	-	-
Thereafter	-	-	-	-	-	-
		·				
Reconciled net change	\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	-	\$ -



CAPITAL BUDGET AMENDMENT

Council

CURRENT PROJECT NAME: Site Drainage Improvement Program - Design and Construction

AMENDED PROJECT NAME:

Group I/O Revenue I/O Expense I/O New Project

ORDER CODES (if assigned):

CURRENT	PROJECT	BUDGET
Voor		Annual Cost

Year	Annual Cost		Fed Grants	Prov Grants	Reserves	Other S	ources	Debenture	Financed
2021 & Prior	\$	- [\$ -	\$ -	\$ -	\$	-	\$	-
2022		-	-	-			-		-
2023		-	-	-	-		-		-
2024		-	-	-	-		-		-
2025		-	-	-	-		-		-
2026		-	-	-	-		-		-
2027		-	-	-	-		-		-
Thereafter		-	-	-	-		-		-
TOTAL	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-

CURRENT COST AND COMMITMENT

As at	Current Budget	Actual to Date	Commitments	Available
1/10/2022	\$ -	\$ -	\$ -	\$ -

DESCRIPTION/RATIONALE FOR BUDGET AMENDMENT

The site drainage improvement program will address ongoing drainage issues in the Urban Areas. The primary scope of this project will include grading and drainage improvement work, landscaping and installation of storm pipes.

This project is in response to resident requests to provide drainage solutions.

THIS IS A REQUEST TO USE CONTINGENCY FUNDS -

Yes

✓ No

0

Yes

Yes

n/a

n/a

AMENDED PROJECT BUDGET

Year	Annual Cost	Fed Grants	Prov Grants	Reserves	Other Sources	Debe	enture Financed
2021 & Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
2022	2,300,000	-	-	2,300,000	ı		-
2023	500,000	-	-	500,000	ı		-
2024	-	-	-	-	ı		-
2025	-	-	-	-	ı		-
2026	-	-	-	-	ı		-
2027	-	-	-	-	-		-
Thereafter	-	-	-	-	-		-
TOTAL	\$ 2,800,000	\$ _	\$ -	\$ 2,800,000	\$ -	\$	-

Budget Change

TOTAL	\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -
		_				

FISCAL RESPONSIBILITY POLICY CRITERIA:

Will the change result in an efficient administrative and project delivery process?

Will the change result in an addition or cancellation of a capital project?

Will the underlying scope change alter the nature and type of capital project?

Where additional funding is required, are the funds from a combination of savings from fully tendered projects, other uncommitted sources such as grants and offsite levies, and cash flow management with other capital projects? Will the change result in Council set debt and debt service limits being exceeded?

In order for this to be a Fiscal Management Policy Amendment the questions above must answer, Yes, No, No, Yes, No, respectively

Meeting Date: February 8, 2022



Subject:	Winter Maintenance To	wing (Councillor S. Dogar)
APPROVALS:		
		Jamie Doyle
	Director	Chief Administrative Officer

Recommended Motion:

THAT Administration investigate alternate towing options during winter maintenance snow removal and bring forward information to Council.

Summary:

At the December 14, 2021 Council Meeting, Councillor S. Dogar served notice of his intention to bring forward the following motion for consideration at the February 8, 2022 Council Meeting:

THAT Administration investigate alternate towing options during winter maintenance snow removal and bring forward information to Council.

Rationale for Recommendation:

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

Strategic Priorities:

Responsible Government

Department: Legislative Services

Meeting Date: February 8, 2022



Subject: Community Improvement Program Committee (Councillor A. Grandison)								
APPROVALS:		Jamie Doyle						
	Director	Chief Administrative Officer						

Recommended Motion:

THAT Administration be directed to bring forward a bylaw to create a Community Investment Program Committee with one quarter of its members appointed from the social profit sector to review the Community Investment Program in its entirety and provide recommendations to Council on:

- a. improvements to increase efficiencies and create synergies,
- b. elimination of duplicative services; including those services provided by the Municipality,
- c. establishment of criteria beyond the funding application that includes outcomes and measurements, and
- d. the creation of a committee to review all future funding applications, with the exception of facility funding requests and make recommendations to Council to ensure that residents and taxpayers of the Region receive the best value from the grant funding available

Summary:

At the January 25, 2022 Council Meeting, Councillor A. Grandison served notice of his intention to bring forward the following motion for consideration at the February 8, 2022 Council Meeting:

THAT Administration be directed to bring forward a bylaw to create a Community Investment Program Committee with one quarter of its members appointed from the social profit sector to review the Community Investment Program in its entirety and provide recommendations to Council on:

- a. improvements to increase efficiencies and create synergies,
- b. elimination of duplicative services; including those services provided by the Municipality,

Department: Legislative Services 1/2

COUNCIL REPORT – Community Improvement Program Committee (Councillor A. Grandison)

- c. establishment of criteria beyond the funding application that includes outcomes and measurements, and
- d. the creation of a committee to review all future funding applications, with the exception of facility funding requests and make recommendations to Council to ensure that residents and taxpayers of the Region receive the best value from the grant funding available.

Rationale for Recommendation:

Pursuant to Procedure Bylaw No. 18/020, the motion is now before Council for consideration.

Strategic Priorities:

Responsible Government