



Village of Marwayne

Agenda

Regular Village Council Meeting
 Monday, May 9, 2022 @ 7:00 PM
 Horton Agencies Board Room

		Page
1	CALL TO ORDER	
2	ADDITIONS	
3	BUSINESS ARISING FROM THE MINUTES	
	3.1 Amendment to the April 4th, 2022 Village Council Meeting Minutes	
4	ADOPTION OF AGENDA	
	4.1 May 9th, 2022	
	Be it resolved that the May 9th, 2022 Village Council Meeting Agenda be approved as presented.	
5	ADOPTION OF MINUTES	
	5.1 April 19th, 2022	5 - 8
	Be it resolved that the April 19th, 2022 Village Council Meeting Minutes be approved as presented.	
6	DELEGATIONS/PUBLIC HEARINGS	
	6.1 7:15pm Metrix Group RE 2021 Audit	9 - 63
	Be it resolved that the Village of Marwayne approve the 2021 Audited Financial Statements as presented.	
7	KEY STRATEGY: ADDRESSING SERVICE NEEDS	
	7.1 Public Works Foreman Report	64
	Be it resolved that the Public Works Foreman Report be received as information.	
	7.2 Regional Water Operator Report	65
	Be it resolved that the Regional Water Operator Report be received as information.	
8	KEY STRATEGY: SAFE & CARING COMMUNITY	
	8.1 Declaration of Seniors Week	66

Be it resolved that the Village of Marwayne declare June 6th to 12th, 2022 to be Seniors Week.

8.2 Speed Limit Reduction on 3rd Street and 3rd Avenue

Be it resolved that the Village of Marwayne reduce the posted speed limit from 50 km/h to 30 km/h for half a block on 3rd Street N and 3rd Avenue N.

9 KEY STRATEGY: PLANNING FOR GROWTH & CHANGE

9.1 Requests for Proposals

67 - 159

Be it resolved that the Request for Proposals for the Area Structure Plan, the Splash Park Apparatus, the Asphalt Walking Trail System and Outdoor Washroom/Changeroom Facility be received as information.

10 KEY STRATEGY: PURSUING OPERATIONAL & ORGANIZATIONAL EXCELLENCE

10.1 2022 Rates of Taxation Bylaw No. 588-22

160 - 161

Be it resolved that the Village of Marwayne give first reading to Bylaw No. 588-22, being a bylaw to establish the 2022 Rates of Taxation.

Be it resolved that the Village of Marwayne give second reading to Bylaw No. 588-22, being a bylaw to establish the 2022 Rates of Taxation.

Be it resolved that the Village of Marwayne introduce for third reading Bylaw No. 588-22, being a bylaw to establish the 2022 Rates of Taxation.

Be it resolved that the Village of Marwayne give third and final reading to Bylaw No. 588-22, being a bylaw to establish the 2022 Rates of Taxation.

10.2 2022 Special Culture and Recreation Tax Bylaw No. 589-22

162

Be it resolved that the Village of Marwayne give first reading to Bylaw No. 589-22, being a bylaw to establish the 2022 Special Culture and Recreation Rates of Taxation.

Be it resolved that the Village of Marwayne give second reading to Bylaw No. 589-22, being a bylaw to establish the 2022 Special Culture and Recreation Rates of Taxation.

Be it resolved that the Village of Marwayne introduce for third reading Bylaw No. 589-22, being a bylaw to establish the 2022 Special Culture and Recreation Rates of Taxation.

Be it resolved that the Village of Marwayne give third and final reading to Bylaw No. 589-22, being a bylaw to establish the 2022 Special Culture and Recreation Rates of Taxation.

10.3 2022 Operational and Capital Budgets

163

Be it resolved that the 2022-2025 Operational Budget and 2022-2027 Capital Budget be approved as presented.

10.4 Tax Stuffers and Budget Document 164 - 177

Be it resolved that the 2022 Tax Stuffers and Budget Document be received as information.

11 ADMINISTRATIVE REPORTS

11.1 Councillor Reports 178 - 198

Be it resolved that the following Councillor Reports be received as information:

- Community Futures Meeting Package
- Pioneer Lodge Meeting Package
- Vermilion River Regional Waste Management Services Commission Meeting Minutes
- Northern Lights Library Weekly Report
- Alberta Central East (ACE) Water Corporation Meeting Update

11.2 Chief Administrative Officer Report 199 - 200

Be it resolved that the Chief Administrative Officer Report be received as information.

12 FINANCIAL

12.1 Cheque Distribution Report 201 - 202

Be it resolved that the Accounts Payable Invoices being over \$5,000.00 but within budget be approved and authorized to be paid as presented. Be it further resolved that the Accounts Payable Invoices being less than \$5,000.00 but within budget be received as information.

12.2 Monthly Utility Bill Report 203

Be it resolved that the April 2022 Monthly Utility Bill Report be received as information.

13 CORRESPONDENCE

13.1 Letters 204 - 208

13.2 Reports 209 - 222

Be it resolved that the correspondence reports and letters be received as information.

14 CONFIDENTIAL

15 SETTING OF THE NEXT MEETING

15.1 Reschedule May 24th, 2022 Village Council Meeting

Be it resolved that the next Village Council Meeting be held on May 30th, 2022 at 7:00 p.m. at the Horton Agencies Boardroom.

16 ADJOURNMENT



Village of Marwayne
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Minutes of the Regular Meeting of the Council of the Village of Marwayne
In the Province of Alberta, held on Tuesday April 19th, 2022
Commencing at 7:00 PM in the Horton Agencies Boardroom

PRESENT

Mayor Chris Neureuter
Councillors Ashley Rainey, Morgan Wood, Rod McDonald and Cheryle Eikeland
Chief Administrative Officer Shannon Harrower

1. CALL TO ORDER

Mayor C. Neureuter called the April 19th, 2022 Village of Marwayne Council Meeting to order at 6:59 p.m. with all members in attendance.

2. ADOPTION OF AGENDA

April 19th, 2022 Council Meeting Agenda
2022-04-20

Moved By Councillor C. Eikeland

Be it resolved that the April 19th, 2022 Village Council Meeting Agenda be approved with the following additions as presented:

- Sanitary Dump Station
- Society of Local Government Managers Correspondence
- Marwayne Library Board Meeting Minutes

CARRIED

3. ADOPTION OF MINUTES

April 4th, 2022 Council Meeting Minutes
2022-04-21

Moved By Councillor M. Wood

Be it resolved that the April 4th, 2022 Village of Marwayne Council Meeting Minutes be approved as presented.

CARRIED

4. KEY STRATEGY: ADDRESSING SERVICE NEEDS

Regional Water Operator Report
2022-04-22

Moved By Councillor A. Rainey

Be it resolved that the Regional Water Operator Report be received as information.

CARRIED

5. KEY STRATEGY: PLANNING FOR GROWTH & CHANGE

Rogers Tower Lease Agreement
2022-04-23

Moved By Councillor M. Wood

Be it resolved that the Village of Marwayne enter into a lease agreement with Rogers for the placement of a communications tower on 19 Centre Street.

CARRIED



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6. ADMINISTRATIVE REPORTS

Councillor Reports

2022-04-24

Moved By Councillor A. Rainey

Be it resolved that the following Councillor Reports be received as information:

- Sanity Dump Station Update
- Regional Family and Community Support Services Meeting Highlights
- Marwayne Agricultural Society Meeting Minutes
- Marwayne Library Board Meeting Minutes
- Northern Lights Library Board Weekly Reports

CARRIED

Chief Administrative Officer Report

2022-04-25

Moved By Councillor A. Rainey

Be it resolved that the Chief Administrative Officer Report be received as information.

CARRIED

7. FINANCIAL

Cheque Distribution Report

2022-04-26

Moved By Councillor C. Eikeland

Be it resolved that the Accounts Payable Invoices being over \$5,000 but within budget be approved and authorized to be paid as presented. Be it further resolved that the Accounts Payable Invoices being less than \$5000 but within budget be received as information.

CARRIED

Bank Reconciliation Report

2022-04-27

Moved By Councillor A. Rainey

Be it resolved that the March 2022 Bank Reconciliation Report be received as information.

CARRIED

Monthly Utility Bill Report

2022-04-28

Moved By Councillor A. Rainey

Be it resolved that the March 2022 Utility Bill Report be received as information.

CARRIED



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Reserve Withdrawal

2022-04-29

Moved By Councillor A. Rainey

Be it resolved that the Village of Marwayne withdraw \$500,000 from reserves, \$125,000 being non-refundable, to fund the costs for Project #000022847 under the Canada Community Revitalization Fund Program.

CARRIED

2022 Mill Rate Scenarios

2022-04-30

Moved By Deputy Mayor R. McDonald

Be it resolved that the 2022 Mill Rate Scenarios be received as information.

CARRIED

8. CORRESPONDENCE

Letter of Support and Letter from the Society of Local Government Manager's

2022-04-31

Moved By Councillor C. Eikeland

Be it resolved that the Village of Marwayne send a letter in support of the Royal Canadian Mounted Police to the Premier of Alberta. Be it further resolved that the letter from the Society of Local Government Manager's be received as information.

CARRIED

9. CONFIDENTIAL

Closed Session

2022-04-32

Moved By Deputy Mayor R. McDonald

Be it resolved that the Village of Marwayne move to a closed session at 8:08 p.m. with all members in attendance.

CARRIED

FOIP Legal Section 17 (1) – Advice from Officials – Tax Penalties

2022-04-33

Moved By Councillor A. Rainey

Be it resolved that the Village of Marwayne revert to an open session at 8:14 p.m. with all members in attendance.

CARRIED

2022-04-34

Moved By Councillor R. McDonald

Be it resolved that the Village of Marwayne deny the request from the Zimmerman's to waive the penalties levied against their property for the late payment of their 2021 taxes.

CARRIED



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10. ADJOURNMENT

Being that the April 19th, 2022 Council Meeting agenda matters for the Village of Marwayne have concluded, the meeting adjourned at 8:17 p.m.

Approved this 9th day of May 2022.

Chris Neureuter, Mayor

Shannon Harrower, CAO



METRIX GROUP LLP
CHARTERED PROFESSIONAL
ACCOUNTANTS

VILLAGE OF MARWAYNE

Audit Findings Report

For the year-ended December 31, 2021

May 9, 2022



The key contacts at Metrix in connection with this report are:

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This Audit Findings Report should not be used for any other purpose or by anyone other than the Village or Council. Metrix shall have no responsibility or liability for loss, damages, or claims, if any, to or by any third party as this Audit Findings Report has not been prepared for, and is not intended for, any third party or for any other purpose.

Executive Summary

Purpose of this report

We are pleased to provide you with our audit findings report for the Village of Marwayne (the “Village”) for the year-ended December 31, 2021.

The purpose of this report is to:

1. Communicate clearly with those charged with governance what our responsibilities are in relation to the financial statement audit.
2. Provide an overview of the planned scope and timing of the audit.
3. Obtain from Council information relevant to the audit.
4. Promote effective two-way communication between Council and the auditor.

Independence

At the core of the provision of external audit services is the concept of independence. Canadian generally accepted auditing standards require us to communicate to Council, at least annually, all relationships between our Firm and the Village that, in our professional judgement, may reasonably be thought to bear on our independence. Please refer to **Appendix 1** for our confirmation of independence.

Finalizing the audit

As of May 9, 2022, we have substantially completed the audit of the Village’s financial statements with the exception of:

- Completing our subsequent events procedures
- Obtaining the signed management representation letter
- Completing our required communication to Council
- Obtaining evidence of Council’s approval of the financial statements

We will update Council on significant matters, if any, arising from the completion of the audit, including the completion of the procedures above.

Changes from the audit plan

There have been no other significant changes regarding our Audit Planning Report that was previously presented to you.

Responsibilities

It is important for Council to understand the responsibilities that rest with the Village and its management and those that belong to the auditor in relation to the financial statement audit.

Our responsibilities

Our audit of the Village's financial statements will be performed in accordance with Canadian generally accepted auditing standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements present fairly in all material respects, the financial position, the results of operations and cash flows of the Village in accordance with Canadian public sector accounting standards.

Accordingly, we planned and performed our audit to provide reasonable, but not absolute, assurance of detecting fraud and errors that have a material effect on the financial statements taken as a whole, including illegal acts whose consequences have a material effect on the financial statements.

The audit included consideration of internal control relevant to the preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control.

Canadian generally accepted auditing standards does not require the auditor to design procedures for the purpose of identifying supplementary matters to communicate to Village. Accordingly, our audit would not necessarily identify all such matters that may be of interest to Council and management, and it is inappropriate to conclude that no such matters exist.

Responsibilities of management and those charged with governance

Management is responsible for the preparation of the financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our auditors' report.

Those charged with governance, Council, is responsible for overseeing the Village's financial reporting process.

Clear, two-way communication between the auditor and those charged with governance is an integral part of every audit. After reviewing this report, please advise us whether there are additional areas of concerns to Council that should be brought to our attention.

Materiality

Materiality in an audit is used as a guide for planning the nature and extend of audit procedures and for assessing the sufficiency of audit evidence gathered. It is also used in evaluating the misstatements found and determining the appropriate audit opinion to express.

Misstatements, individually or the aggregate, are considered to be material if, in the light of surrounding circumstances, it is probable that the decision of a person who is relying on the financial statements, and who has reasonable knowledge of business and economic activities, would be changed or influenced by such misstatements or the aggregate of all misstatements. The materiality decision is based on our professional judgement taking into consideration quantitative and qualitative factors.

The auditors' determination of materiality is a matter of professional judgement and is affected by the auditors' perception of the financial information needs of users of the financial statements. In planning our audit, we have concluded that a materiality level of 3% of operating expenses (\$33,700) is appropriate. However, we anticipate that management will record any adjustments that we propose that are of a non-trivial nature.

Audit Results

Area of Focus	Audit risk, our response, and findings
Management override of control	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Management is in a unique position to perpetuate financial statement fraud through the manipulation of accounting records. Under Canadian assurance standards, there is a presumed fraud risk related to management's ability to override internal controls. This risk is not rebuttable. <p><i>Our response</i></p> <ul style="list-style-type: none"> - Using data analytics, we have identified journal entries that exhibit characteristics which may be indicative of possible control override. We have assessed the business rationale of the transactions taking into consideration estimates applied, application of accounting policies, evidence of potential management bias. <p>No significant findings have been identified.</p>

Village of Marwayne – 2021 Audit Findings Report

Area of Focus	Audit risk, our response, and findings
<p>Revenue recognition (Deferred revenue and Government transfers)</p>	<p><i>Risk</i></p> <ul style="list-style-type: none"> - There is risk of premature revenue recognition of funding amounts received with external restrictions attached to them (e.g. Government of Alberta, federal government, ...etc.). <p><i>Our response</i></p> <ul style="list-style-type: none"> - We obtained an understanding of the processes and controls in place regarding revenues received. - We reviewed related agreements and other source documentation containing guidance for the purpose and use of the restricted funds. - We assessed significant revenue transactions for compliance with external restrictions. - We performed a search for unrecorded revenue to assess completeness of revenue recognized. <p>No significant findings have been identified.</p>
<p>Net municipal taxes</p>	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Property assessments or the tax rates applied are not appropriate. - Tax revenue is over / under levied. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained third-party evidence substantiating the assessment value and re-calculated tax revenues using the approved mill rates. - We have determined the amount of tax revenues that have been over / under levied. <p>We have restated net municipal taxes for the year-ended December 31, 2020. Please see Restatement for detailed discussion.</p> <p>No significant findings have been identified.</p>

Village of Marwayne – 2021 Audit Findings Report

Area of Focus	Audit risk, our response, and findings
Sales and user charges	<p><i>Risk</i></p> <ul style="list-style-type: none"> - User fees that are recorded are not complete. - Amounts recorded are at the incorrect rate. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained an understanding of the processes and controls in place regarding utilities revenue. - We have performed substantive analytical procedures to assess the completeness and accuracy of the revenue recorded. - We tested a sample of revenue transactions for sales and user charges. <p>No significant findings have been identified.</p>
Operating expenses (Materials, goods and supplies; and Contracted services)	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Fraudulent expenses being recorded. - Expenses have not been recorded in the correct fiscal year. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained an understanding of the processes and controls in place regarding procurement and payment. - We have agreed significant expenses, along with a sample of non-significant expenses to supporting documentation. - We have performed a search for unrecorded liabilities. <p>No significant findings have been identified.</p>

Village of Marwayne – 2021 Audit Findings Report

Area of Focus	Audit risk, our response, and findings
Salaries, wages and benefits (including Employee benefit obligations)	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Fraudulent (“ghost”) employees have been created. - Employees are paid at a rate inconsistent with their employee contract. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained an understanding over the processes and controls in place over payroll. - We have performed substantive analytical procedures over salaries, wages and benefits. - We have reconciled the salaries and wages paid to T4s issued. <p>No significant findings have been identified.</p>
Cash and temporary investments	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Due to the nature of cash, it is subject to a higher level of procedures due to the risk of fraud. - Cash and temporary investments represent a significant balance of the Village’s assets. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained third party evidence over the Village’s bank balances as part of our procedures performed over bank reconciliations. - We have tested significant reconciling items recorded in the bank reconciliation. <p>No significant findings have been identified.</p>

Area of Focus	Audit risk, our response, and findings
<p>Receivable Balances (Taxes, Trade, and Other governments, receivable)</p>	<p><i>Risk</i></p> <ul style="list-style-type: none"> - There exists the risk that the amounts outstanding will not be collectible. - There exists the risk that receivables have been overstated. - There exists the risk that receivables outstanding at year-end have not been accrued for. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have obtained an understanding of the Village's policies regarding collections and provisions. - We have tested the subsequent receipt of receivable balances outstanding at year-end. - Where required, we have performed additional substantive procedures to obtain appropriate audit evidence. - Where possible, we have coordinated with our work performed over revenues and deferred revenue. <p>We have restated taxes and grants in place of receivables as of December 31, 2020. Please see Restatement for detailed discussion.</p> <p>No other significant findings have been identified.</p>

Village of Marwayne – 2021 Audit Findings Report

Area of Focus	Audit risk, our response, and findings
Tangible capital assets (“TCA”)	<p><i>Risk</i></p> <ul style="list-style-type: none"> - TCA has been expensed rather than capitalized or have been recorded incorrectly. - Expenditures that are not capital in nature have been capitalized. - TCA valuation is complex due to risks of impairment and application of accounting estimates. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have inquired with management regarding any indicators of impairment; and where required, we have performed an impairment assessment. - We have performed substantive tests of details over additions. - We have re-calculated amortization expense and gains / losses on the disposal of TCA. <p>We have restated tangible capital values as of December 31, 2020. Please see Restatement for detailed discussion.</p>
Accounts payable and accrued liabilities	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Expenses have not been recorded in the appropriate reporting period; that is, expenses have been prematurely recorded (cut-off). - Expenses related to the reporting period have not been fully accrued (completeness). <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have performed a search for unrecorded liabilities. - We have examined accrued liabilities for existence and accuracy. - We have inquired with management and reviewed Council meeting minutes. <p>No significant findings have been identified.</p>

Area of Focus	Audit risk, our response, and findings
Long-term debt	<p><i>Risk</i></p> <ul style="list-style-type: none"> - Long-term debt is understated, either due to being incomplete or being incorrect. <p><i>Our response</i></p> <ul style="list-style-type: none"> - We have confirmed debenture balances outstanding with the Province of Alberta. - We have reviewed the amortization schedule of the debenture outstanding to re-calculate interest expense. - We have re-calculated the debt limits and assessed for compliance with Alberta Regulation 76/2000. - We have re-calculated the interest expense incurred throughout the year. <p>No significant findings have been identified.</p>

Significant Findings

Our objective is to communicate appropriately to Council any deficiencies in internal control that we have identified during the audit and that, in our professional judgement, are of sufficient importance to merit being reported to those charged with governance.

The audit findings contained in this report did not have a material effect on the Village's financial statements, and as such, our audit report is without reservation with respect to these matters.

Our audit procedures were performed to form an opinion on the financial statements and, although they might bring possible fraudulent or illegal activities to our attention, our audit procedures were not designed to detect fraudulent or illegal activities.

Internal Controls

Our audit procedures did not reveal any significant deficiencies in internal controls.

Accounting Practices (including accounting policies, judgments, and estimates)

Management is responsible for determining the significant accounting policies. The choice of different accounting policy alternatives can have a significant effect on the financial position and results of the Village. The application of those policies often involved significant estimates and judgements by management.

We are of the opinion that the significant accounting policies, estimates and judgements, and financial disclosures made by management do not materially misstate the financial statements taken as a whole. Please refer to Note 1 of the financial statements for significant accounting policies and estimates disclosed.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties during our audit that should be brought to the attention of Council.

Management Representation

Management’s representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management’s representations in writing to support the content of our report. Please refer to **Appendix 2** for the management representation letter.

Management Letter

We will be submitting a letter to the Village’s management on other matters that we feel should be brought to their attention.

Adjustments

Restatements

Tangible capital assets – Walking trail

In 2020, the Village incurred expenditures for the Walking Trail project and Village's water treatment plant. The expenditures for the walking trail were partially expensed with the costs for the water treatment plant capitalized as engineered structures. As the Walking Trail represents land improvement, we have proposed a prior period adjustment to capitalize the cost previously expensed to be amortized over the trails useful live.

Tangible capital assets – Fixed asset classification

In 2020, the Village incurred expenditures for the Village's water treatment plant with the expenditures capitalized as engineered structures. As various components of the costs can be separated from the overall structure of the water treatment plant and are various pieces of equipment, we have proposed an adjustment to disaggregate costs related to machinery and equipment. Consequently, we have also proposed adjusting journal entries to amortization to reflect the updated useful lives of the new classification.

Debt recoverable receivable – Special culture and recreation tax

The Village historically invoices the residents for debenture repayments for the Marwayne Agriplex. As the tax is to be recovered each year, a receivable balance should be recorded to reflect the future cost recoveries. We have proposed an adjustment to record the remaining receivable balance.

Village of Marwayne – 2021 Audit Findings Report

As a result of the above restatements, the effect on the financial statements has been to adjust the 2020 balances as follows.

- Increase to taxes and grants in place of taxes receivable by \$177,589.
- Increase to tangible capital assets by \$40,079.
- Increase to annual surplus by \$15,283.
- Increase to opening accumulated surplus by \$202,385.

Uncorrected Misstatements

The total unrecorded misstatements noted during the audit amounted to a \$2,675 over-statement of the Village's annual deficit for the year ended December 31, 2021.

Amount of over (under) misstatement				
Description	Assets	Liabilities	Surplus	Accumulated Surplus
2020 water purchase recorded in 2021	\$ -	\$ -	\$ (2,774)	\$ -
2020 fire fighting fees recorded in 2021	-	-	11,709	-
2020 utility expenses recorded in 2021	-	-	(3,883)	-
2020 policing invoice recorded in 2021	-	-	(7,727)	-
Total unrecorded misstatements	\$ -	\$ -	\$ (2,675)	\$ -

After considering both quantitative and qualitative factors with respect to the uncorrected misstatements accumulated during the audit, we agree with management that the financial statements are not materially misstated.

Appendix 1: Required Communications

We have been engaged to audit the financial statement of the Village for the year ending December 31, 2021.

We believe that it is important that we communicate at least annually with you regarding all relationships between the Village and our firm that, in our professional judgement, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Chartered Professional Accountants of Alberta and applicable legislation, covering such matters as:

- (a) Holding a financial interest, either directly or indirectly, in a client;
- (b) Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client.
- (c) Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- (d) Economic dependence on a client; and
- (e) Provision of services in addition to the audit engagement.

We are not aware of any relationships between the Village and ourselves that, in our professional judgement, may reasonably be thought to bear on our independence that have occurred from January 1, 2021 to March 15, 2022.

Appendix 2: Management Representation Letter

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VILLAGE OF MARWAYNE
Box 113 – 210 Second Avenue South
Marwayne, Alberta
T0B 2X0

May 9, 2022

Metrix Group LLP
12840 St. Albert Trail
Edmonton Alberta T5L 4H6

Attention: Jeff Alliston, CPA, CA

Dear Sir:

Re: Management representations letter

This representation letter is provided in connection with your audit of the financial statements of Village of Marwayne for the year ended December 31, 2021, for the purpose of you expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with Canadian public sector accounting standards.

In making the representations outlined below, we took the time necessary to appropriately inform ourselves on the subject matter through inquiries of entity personnel with relevant knowledge and experience, and, where appropriate, by inspecting supporting documentation.

We confirm that (to the best of our knowledge and belief):

1. Financial Statements

We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated January 7, 2022 for:

- a) Preparing and fairly presenting the financial statements in accordance with Canadian public sector accounting standards;
- b) Providing you with:
 - i) Access to all information of which we are aware that is relevant to the preparation of the financial statements, such as:
 - Accounting records, supporting data and other relevant documentation,
 - Minutes of meetings (such as shareholders, board of directors and audit committees) or summaries of actions taken for which minutes have not yet been prepared, and
 - Information on any other matters, of which we are aware, that is relevant to the preparation of the financial statements;
 - ii) Additional information that you have requested from us for the purpose of the audit; and
 - iii) Unrestricted access to persons within the entity from whom you determine it necessary to obtain audit evidence.
- (c) Ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements; and

1. Financial Statements *(continued)*

- (d) Designing and implementing such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We have also communicated to you any deficiencies in the design and implementation or the maintenance of internal control over financial reporting of which management is aware.

2. Fraud and Non Compliance

We have disclosed to you:

- a. All of our knowledge in relation to actual, alleged or suspected fraud affecting the entity's financial statements involving:
 - i. Management;
 - ii. Employees who have significant roles in internal control; or
 - iii. Others where the fraud could have a material effect on the financial statements;
- b. All of our knowledge in relation to allegations of fraud or suspected fraud communicated by employees, former employees, analysts, regulators or others;
- c. All known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements that should be considered when preparing the financial statements;
- d. All known, actual, or possible litigation and claims that should be considered when preparing the financial statements; and
- e. The results of our risk assessments regarding possible fraud or error in the financial statements.

3. Related Parties

We have disclosed to you the identity of all of the Village's related-party relationships and transactions of which we are aware. This includes sales, purchases, loans, transfers of assets, liabilities and services, leasing agreements, guarantees, non-monetary transactions, and transactions for no consideration for the period ended as well as related balances due to or from such parties at the period end.

All related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian public sector accounting standards.

4. Estimates

We acknowledge our responsibility for determining the accounting estimates required for the preparation of the financial statements in accordance with Canadian public sector accounting standards. Those estimates reflect our judgment based on our knowledge and experience of past and current events, and on our assumptions about conditions we expect to exist and courses of action we expect to take. We confirm the methods, the data, and the significant assumptions used in making accounting estimates (including the useful lives of tangible capital assets and the corresponding rates of amortization, collectability of accounts receivable, and the amount of accrued liabilities) and their related disclosures are appropriate to achieve recognition, measurement or disclosure that is reasonable in the context of Canadian public sector accounting standards.

5. Subsequent Events

All events subsequent to the date of the financial statements and for which Canadian public sector accounting standards requires adjustment or disclosure have been adjusted or disclosed.

6. Commitments and Contingencies

There are no commitments, contingent liabilities/assets or guarantees (written or oral) that should be disclosed in the financial statements. This includes liabilities arising from contract terms, illegal acts or possible illegal acts, and environmental matters that would have an impact on the financial statements.

7. Adjustments

We have reviewed, approved and recorded all of your proposed adjustments to our accounting records. This includes journal entries, changes to account coding, classification of certain transactions and preparation of, or changes to, certain accounting records.

8. Misstatements

The effects of uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole.

9. General

1. We have responded fully to all inquiries made to us and have made available to you all accounting and financial records and related data of the Village during your audit.
2. We have informed you of all outstanding and possible claims, whether or not they have been discussed with legal counsel.
3. All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the financial statements.
4. We have disclosed to you, and the Village has complied with, all aspects of contractual agreements that would have a material effect on the financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
5. The minute books of the Village are a complete record of all meetings and resolutions of members and directors throughout the period and to the present date.

Acknowledged and agreed on behalf of Village of Marwayne by:

Ms. Shannon Harrower,
Chief Administrative Officer

May 9, 2022
Date signed

Village of Marwayne
Year End: December 31, 2021
Schedule of Unadjusted Errors

Refno	Description	Assets	Liabilities	Equity	Income	Expenses
Unrecorded - factual						
SUD01	To adjust February 2020 water	0.00	0.00	2,774.43	0.00	(2,774.43)
SUD02	To adjust 2020 Firefighter funding	0.00	0.00	(11,709.07)	11,709.07	0.00
SUD03	To adjust December 2020 chag	0.00	0.00	3,882.98	0.00	(3,882.98)
SUD04	To account for 2020 portion of the	0.00	0.00	7,726.50	0.00	(7,726.50)
		<u>0.00</u>	<u>0.00</u>	<u>2,674.84</u>	<u>11,709.07</u>	<u>(14,383.91)</u>
	Understated/(Overstated)	<u>0.00</u>	<u>0.00</u>	<u>2,674.84</u>	<u>11,709.07</u>	<u>(14,383.91)</u>

5/6/2022
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Prepared by	Reviewed by	Reviewed by
	JBA 5/6/2022	

Village of Marwayne
Year End: December 31, 2021
Unadjusted journal entries
Date: 1/1/2021 To 12/31/2021

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
SUD01	12/31/2021	ACE Water Costs	2-4100-231	EXP500		2,774.43		
SUD01	12/31/2021	Deficit	4-0000-911	EXP500	2,774.43			
To adjust February 2020 water charges to prior year								
SUD02	12/31/2021	Fire Fighting & CVR Remittances	1-2300-350	21R, EXP500	11,709.07			
SUD02	12/31/2021	Deficit	4-0000-911	21R, EXP500		11,709.07		
To adjust 2020 Firefighter funding to prior year								
SUD03	12/31/2021	Street Lights - Power	2-3200-544	EXP301-2		3,882.98		
SUD03	12/31/2021	Deficit	4-0000-911	EXP301-2	3,882.98			
To adjust December 2020 chag								
SUD04	12/31/2021	Bylaw Enforcement/Provincial Policing	2-2600-250	EXP200-2		7,726.50		
SUD04	12/31/2021	Deficit	4-0000-911	EXP200-2	7,726.50			
To account for 2020 portion of the 20/21 policing invoice.								
					26,092.98	26,092.98		
Net Income (Loss)			(165,259.98)					

5/6/2022
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Prepared by	Reviewed by	Reviewed by
	JBA 5/6/2022	

Appendix 3: New and Revised Accounting Standards

Standard	Summary	Effective Date
PS 1201 Financial Statement Presentation	This section establishes general reporting principles and standards for the disclosure of information in government financial statements.	Fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.
PS 2601 Foreign Currency Translation	This section establishes standards on how to account for and report transactions that are denominated in a foreign currency in government financial statements.	Fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.
PS 3041 Portfolio Investments	This section establishes standards on how to account for and report portfolio investments in government financial statements.	Fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.
PS 3450 Financial Instruments	This section establishes standards on how to account for and report all types of financial instruments including derivatives.	Fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.
PS 3280 Asset Retirement Obligations	This section establishes standards on how to account for and report legal obligations associated with the retirement of certain tangible capital assets and solid waste landfill sites.	Fiscal years beginning on or after April 1, 2022. Earlier adoption is permitted.
PS 3160 Public Private Partnerships	This section will establish standards on how to account for public private partnership agreements, specifically recognition and measurement of infrastructure assets and the corresponding financial liability.	Fiscal years beginning on or after April 1, 2023. Early adoption is permitted.

Village of Marwayne – 2021 Audit Findings Report

PS 3400 Revenue	This section will be updated to provide additional guidance regarding the timing of revenue recognition along with additional disclosure requirements.	Fiscal years beginning on or after April 1, 2023. Early adoption is permitted.
PSG-8 Purchased Intangibles	This guideline explains the scope of intangible assets now allowed to be recognized in financial statements.	Fiscal years beginning on or after April 1, 2023. Early adoption is <i>encouraged</i> .

Appendix 4: Asset Retirement Obligations Update

In August 2018, the Public Sector Accounting Board issued the new PS 3280 Asset Retirement Obligations accounting standard. This accounting standard requires a liability be recognized for legally-enforceable asset retirement obligations. This standard comes into effect for fiscal years on or after April 1, 2022. For municipalities, this will apply for the year-ended December 31, 2023, unless early adoption is elected.

An asset retirement obligation (“ARO”) is defined as a legal obligation associated with the retirement of a tangible capital asset. Costs that are associated with asset retirement activities may include, but is not limited to:

- Decommissioning a tangible capital asset (“TCA”) that has been acquired, constructed or developed.
- Remediation of contamination of a TCA created by its normal use.
- Post retirement activities such as monitoring costs.
- Constructing other TCA to perform post-retirement activities.

In preparation for the coming standard, we had recommended that municipalities adopt the following steps.



We would have expected that most municipalities will have completed or are nearing completion in identifying the various assets / properties / sites that may have an asset retirement obligation.

What's Next? RECOGNIZE the Liability

Once an asset has been identified, you will need to determine what type of liability to recognize.

Under PS 3280, an asset retirement obligation should be recognized when **ALL** of the following criteria are met:

- There is a **legal obligation** to incur retirement costs in relation to a tangible capital asset;
- A **past transaction or event**¹ giving rise to the liability has occurred;
- It is expected that **future economic benefits** will be given up; and
- A reasonable estimate of the amount can be made.

In addition to the requirements under PS 3280, there is an existing accounting standard, *PS 3260 – Liabilities for contaminated sites*, that continues to remain in effect. Under PS 3260, a liability exists when **ALL** of the following criteria are met:

- An **environmental standard exists**;
- A **contamination exceeds** the environmental standard;
- The government is:
 - o Directly responsible; or
 - o Accepts responsibility;
- It is expected that future economic benefits will be given up; and
- A reasonable estimate can be made.

The type of liability to recognize (and the accounting standard to apply) can be assessed through three factors:

- Origin of the liability
- Nature of the responsibility
- Contamination

¹ If there is any uncertainty regarding the existence of an ARO, *PS 3300 – Contingent liabilities*, would provide additional guidance on how to account for the liability.

Origin of the Liability

A liability under PS 3280 can be incurred from:

- The acquisition, construction or development of a tangible capital asset;
- Normal use of a tangible capital asset; or
- Changes in circumstance.

Obligations from acquisition, construction or development of a tangible capital assets are evident. There will be a clear requirement based on the nature of the underlying asset or an existing regulatory requirement.

Examples:

- o An X-Ray machine purchased also includes a prescribed manner in which to retire the machine. In such instance, an ARO would exist upon the acquisition of the X-Ray machine.
- o A municipality may purchase a building that was constructed prior to the 1970s containing asbestos. Existing regulations dictate how asbestos is to be remediate. While the public sector entity may not have any plans to dispose of the building, an obligation to remediate exists and is incurred upon the acquisition of the building.

Normal use of a tangible capital asset may result in an ARO when placed into use or may be incrementally incurred with continued use. These types of obligations will be predictable, likely to occur and will be unavoidable as a result of operations.

Examples:

- A landfill site will have an obligation to remediate upon closure. This obligation exists as soon as the landfill site is put into use.
- Similarly, a landfill site may have additional post-closure monitoring costs as a result of new types of waste that is accepted over the life of the landfill site.

Changes in circumstances during the life of a tangible capital asset may give rise to a past transaction or event.

Examples:

- Change in regulation that prescribes how materials are to be handled / disposed of.

Nature of Responsibility

The public sector entity has a clear duty or responsibility to another party. This may arise from:

- Agreements or contracts;
- Government legislation (its' own or another government); or
- A promise conveyed to a third party that imposes a reasonable expectation of performance under the doctrine of promissory estoppel.

Where an ARO is established by an agreement, contract, or legislation, the obligation to incur costs to retire the tangible capital asset is **legally enforceable** and compliance is mandatory. Breaches may be enforced by prosecution, fines, jail and similar penalties, order or loss of permit.

A promise to a third party may also create a legally enforceable obligation under the doctrine of promissory estoppel. In such circumstances, facts and circumstances need to be considered carefully in determining whether that promise has imposed a legal obligation upon the promisor under the doctrine of promissory estoppel.

Contamination

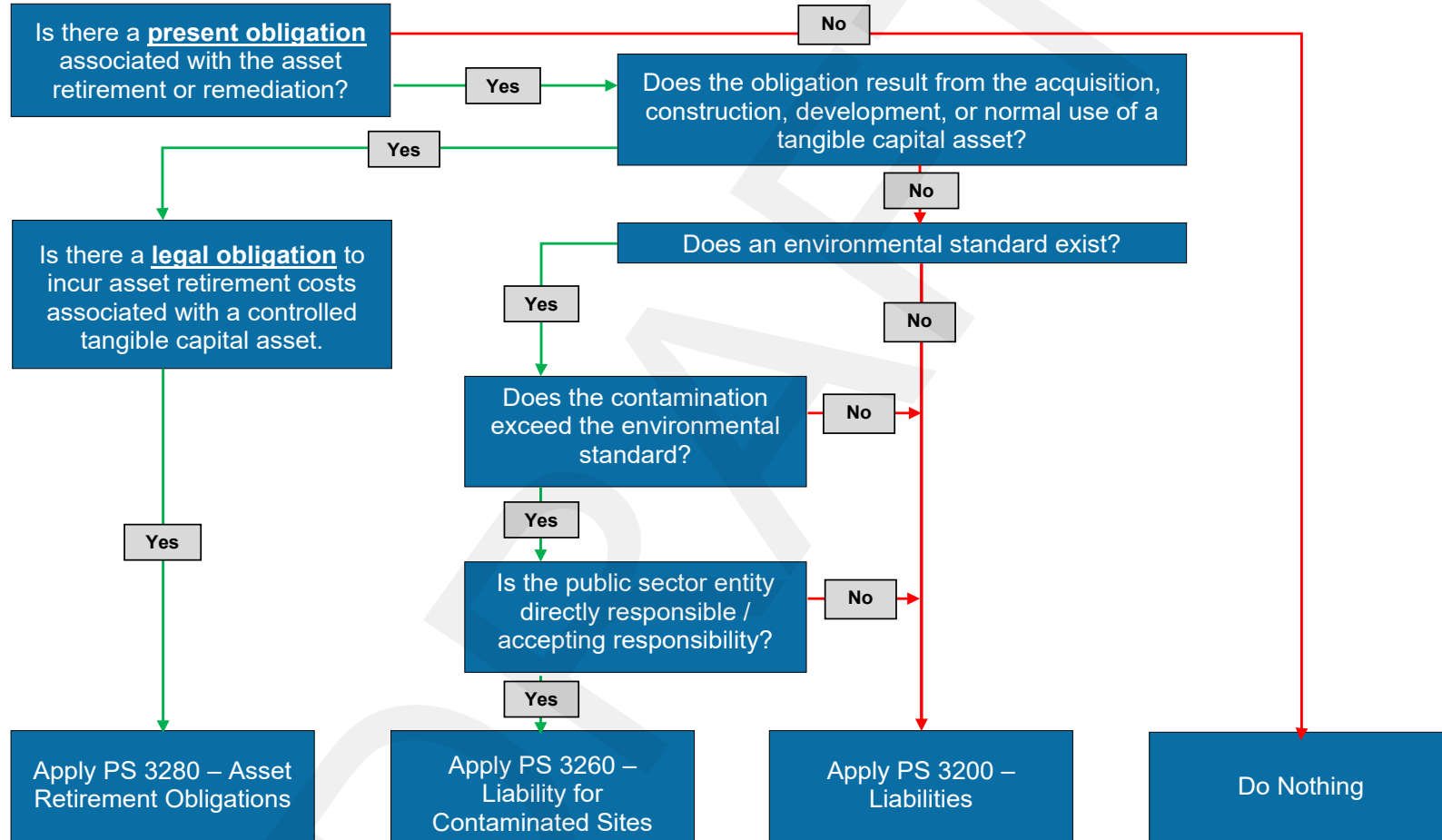
Under PS 3280, no contamination is necessary for an obligation to exist. An obligation may exist regardless of the existence of any environmental standard.

Summary Table

	PS 3280 – ARO	PS 3260 – Contaminated Sites
Origin of liability	The liability may result from acquisition, construction, development or normal use of tangible capital assets or changes in circumstance.	The liability is a result of a contamination, generally due to improper use of tangible capital assets or an unexpected event. Contaminated sites are typically a result of an <i>unexpected event</i> .
Nature of responsibility	A <u>legal obligation</u> must exist.	The public sector entity may have a liability result from: <ul style="list-style-type: none"> - <u>Direct responsibility</u> (due to past activities or an existing legal obligation); or - By <u>accepting responsibility</u> (commitment or past actions). <p>Accepted responsibility must result in a reasonable expectation of performance under the doctrine of promissory estoppel.</p>
Contamination	A contamination is <u>NOT</u> required for the liability to exist.	There must be an <u>environmental standard</u> and there must be a contamination that <u>exceeds</u> the environmental standard.

We have included a decision tree for how to evaluate which standard to apply.

Decision Tree



Source: CPA Handbook PS 3280 Appendix A

DRAFT

**VILLAGE OF MARWAYNE
Financial Statements
For The Year Ended December 31, 2021**

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The financial statements of the Village of Marwayne have been prepared in accordance with Canadian public sector accounting standards. When alternative accounting methods exist, management has chosen those it deems most appropriate in the circumstances. These statements include certain amounts based on management's estimates and judgments. Management has determined such amounts based on a reasonable basis in order to ensure that the financial statements are presented fairly in all material respects.

The integrity and reliability of the Village of Marwayne's reporting systems are achieved through the use of formal policies and procedures, the careful selection of employees and an appropriate division of responsibilities. These systems are designed to provide reasonable assurance that the financial information is reliable and accurate.

The elected Mayor and Council of the Village of Marwayne are composed entirely of individuals who are neither management nor employees of the Village. The Mayor and Council have the responsibility of meeting with management and the external auditors to discuss the internal controls over the financial reporting process, auditing matters, and financial reporting issues. The Mayor and Council are also responsible for the appointment of the Village's external auditors.

Metrix Group LLP, Chartered Professional Accountants, have been appointed by the Village's Council to express an opinion on the Village's financial statements and report directly to them. The external auditors have full and free access to and meet periodically and separately with both the Mayor and Council and management to discuss their audit findings.

Ms. Shannon Harrower,
Chief Administrative Officer

Marwayne, Alberta
May 9, 2022



INDEPENDENT AUDITORS' REPORT

To the Mayor and Council of the Village of Marwayne

Opinion

We have audited the financial statements of the Village of Marwayne (the Village), which comprise the statement of financial position as at December 31, 2021, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Village as at December 31, 2021, and the results of its operations and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Village in accordance with ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

The financial statements for the year ended December 31, 2020 were audited by another auditor who expressed an unmodified opinion on those financial statements on August 16, 2021.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

(continues)



Independent Auditors' Report to the Councillors of Village of Marwayne (continued)

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Village to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Edmonton, Alberta
May 9, 2022

VILLAGE OF MARWAYNE
Statement of Financial Position
As at December 31, 2021

	2021 (Actual)	2020 (Restated) (Note 17)
FINANCIAL ASSETS		
Cash and temporary investments (Note 2)	\$ 2,415,136	\$ 2,893,006
Taxes and grants in place of taxes receivable (Note 3)	104,670	106,861
Trade, utilities and grants receivable (Note 4)	632,773	322,927
Land held for resale	279,670	309,698
Investments	6	6
	<u>3,432,255</u>	<u>3,632,498</u>
LIABILITIES		
Accounts payable and accrued liabilities	149,347	242,155
Deferred revenue (Note 5)	86,724	71,880
Long term debt (Note 6)	1,098,358	1,174,594
	<u>1,334,429</u>	<u>1,488,629</u>
NET FINANCIAL ASSETS	<u>2,097,826</u>	<u>2,143,869</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedule 3)	10,215,144	10,343,649
Cultural and historical assets	689	689
Prepaid expenses	6,615	-
	<u>10,222,448</u>	<u>10,344,338</u>
ACCUMULATED SURPLUS (Note 8)	<u>\$ 12,320,274</u>	<u>\$ 12,488,207</u>
CONTINGENT LIABILITY (Note 10)		
CONTRACTUAL OBLIGATIONS (Note 11)		

ON BEHALF OF COUNCIL

_____ Mayor

_____ Councillor

The accompanying notes are an integral part of these financial statements.

VILLAGE OF MARWAYNE
Statement of Operations and Accumulated Surplus
For the Year Ended December 31, 2021

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Restated) (Note 17)
REVENUES			
Sales and user charges	\$ 435,000	\$ 542,276	\$ 499,175
Net municipal taxes (Schedule 1)	507,055	465,393	471,966
Government transfers for operating (Schedule 2)	96,515	148,045	192,321
Penalties and costs on taxes	12,000	32,054	12,311
Franchise and concession contracts (Note 9)	30,000	31,731	29,772
Investment income	10,000	21,471	29,690
Other	7,675	18,070	83,019
Rentals	8,300	13,708	8,450
Licenses and permits	850	1,150	1,166
	<u>1,107,395</u>	<u>1,273,898</u>	<u>1,327,870</u>
EXPENSES			
Water supply and distribution	565,282	620,653	580,705
Roads, streets, walks, lighting	381,712	378,157	402,665
Administration	229,640	326,974	233,752
Fire and by-laws enforcement	80,061	103,873	62,537
Recreation	96,504	98,251	87,666
Waste management	100,810	70,266	71,938
Waste water treatment and disposal	75,914	34,919	43,312
Family and community support	59,693	30,796	50,967
Land use planning, housing, rentals	12,822	21,000	19,834
Legislative	25,850	19,172	19,484
Ambulance and disaster services	1,500	1,107	1,525
	<u>1,629,788</u>	<u>1,705,168</u>	<u>1,574,385</u>
ANNUAL DEFICIT BEFORE OTHER INCOME	<u>(522,393)</u>	<u>(431,270)</u>	<u>(246,515)</u>
OTHER INCOME			
Government transfers for capital (Schedule 2)	-	249,819	384,405
Contributed land held for resale	-	15,000	-
Gain (loss) on disposal of tangible capital assets	-	(1,482)	1,714
	<u>-</u>	<u>263,337</u>	<u>386,119</u>
ANNUAL SURPLUS (DEFICIT)	<u>(522,393)</u>	<u>(167,933)</u>	<u>139,604</u>
ACCUMULATED SURPLUS - BEGINNING OF YEAR, AS PREVIOUSLY STATED	<u>12,270,539</u>	<u>12,270,539</u>	<u>12,146,218</u>
Restatement (Note 17)	217,668	217,668	202,385
ACCUMULATED SURPLUS - BEGINNING OF YEAR, AS RESTATED	<u>12,488,207</u>	<u>12,488,207</u>	<u>12,348,603</u>
ACCUMULATED SURPLUS - END OF YEAR (Note 8)	<u>\$ 11,965,814</u>	<u>\$ 12,320,274</u>	<u>\$ 12,488,207</u>

The accompanying notes are an integral part of these financial statements.

VILLAGE OF MARWAYNE
Statement of Changes in Net Financial Assets
For the Year Ended December 31, 2021

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Restated) (Note 17)
ANNUAL SURPLUS (DEFICIT)	\$ (522,393)	\$ (167,933)	\$ 139,604
Amortization of tangible capital assets	-	414,570	405,225
Purchase of tangible capital assets	-	(287,547)	(214,333)
Proceeds on disposal of tangible capital assets	-	-	1,714
Loss (gain) on disposal of tangible capital assets	-	1,482	(1,714)
	-	128,505	190,892
Decrease (increase) in prepaid expenses	-	(6,615)	6,849
INCREASE (DECREASE) IN NET FINANCIAL ASSETS	(522,393)	(46,043)	337,345
NET FINANCIAL ASSETS - BEGINNING OF YEAR	2,143,869	2,143,869	1,806,524
NET FINANCIAL ASSETS - END OF YEAR	\$ 1,621,476	\$ 2,097,826	\$ 2,143,869

The accompanying notes are an integral part of these financial statements.

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**VILLAGE OF MARWAYNE
Statement of Cash Flows
For the Year Ended December 31, 2021**

	2021	2020
OPERATING ACTIVITIES		
Annual surplus (deficit)	\$ (167,933)	\$ 139,604
Items not affecting cash:		
Amortization of tangible capital assets	414,570	405,225
Loss (gain) on disposal of tangible capital assets	1,482	(1,714)
	<u>248,119</u>	<u>543,115</u>
Changes in non-cash working capital:		
Trade, utilities and grants receivable	(309,846)	(42,626)
Taxes and grants in place of taxes receivable	2,191	(23,624)
Land held for resale	30,028	16,857
Prepaid expenses	(6,615)	6,849
Accounts payable and accrued liabilities	(92,808)	174,523
Deferred revenue	14,844	8,557
	<u>(362,206)</u>	<u>140,536</u>
	<u>(114,087)</u>	<u>683,651</u>
INVESTING ACTIVITIES		
Purchase of tangible capital assets	(287,547)	(214,333)
Proceeds on disposal of tangible capital assets	-	1,714
	<u>(287,547)</u>	<u>(212,619)</u>
FINANCING ACTIVITY		
Repayment of long term debt	(76,236)	(120,962)
	<u>(76,236)</u>	<u>(120,962)</u>
INCREASE (DECREASE) IN CASH FLOWS	(477,870)	350,070
CASH AND TEMPORARY INVESTMENTS - BEGINNING OF YEAR	<u>2,893,006</u>	<u>2,542,936</u>
CASH AND TEMPORARY INVESTMENTS - END OF YEAR	<u>\$ 2,415,136</u>	<u>\$ 2,893,006</u>

The accompanying notes are an integral part of these financial statements.

**VILLAGE OF MARWAYNE
Schedule of Property Taxes Levied
For the Year Ended December 31, 2021**

(Schedule 1)

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Restated) (Note 17)
TAXATION			
Real property taxes	\$ 525,309	\$ 486,292	\$ 509,961
Business taxes	76,254	75,285	66,612
Linear property taxes	16,467	14,655	16,867
Government grants in place of property taxes	953	528	1,700
Special assessments and local improvement taxes	749	-	-
	619,732	576,760	595,140
REQUISITIONS			
Alberta School Foundation Fund	112,677	111,367	123,174
NET MUNICIPAL TAXES	\$ 507,055	\$ 465,393	\$ 471,966

The accompanying notes are an integral part of these financial statements.

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VILLAGE OF MARWAYNE
Schedule of Government Transfers **(Schedule 2)**
For the Year Ended December 31, 2021

	2021 (Budget) (Note 14)	2021 (Actual)	2020 (Actual)
TRANSFER FOR OPERATING			
Provincial government	\$ 96,515	\$ 148,045	\$ 192,321
TRANSFER FOR CAPITAL			
Provincial government	-	249,819	260,352
Federal government	-	-	124,053
	-	249,819	384,405
TOTAL GOVERNMENT TRANSFERS	\$ 96,515	\$ 397,864	\$ 576,726

The accompanying notes are an integral part of these financial statements.

VILLAGE OF MARWAYNE
Schedule of Tangible Capital Assets
For the Year Ended December 31, 2021

(Schedule 3)

	Land	Land Improvements	Buildings	Machinery & Equipment	Vehicles	Engineered Structures	Construction in Progress	2021	2020 (Restated - Note 17)
Cost									
Balance, beginning of year	\$ 370,986	\$ 199,341	\$ 2,564,102	\$ 251,946	\$ 436,541	\$ 13,469,312	\$ 11,885	\$ 17,304,113	\$ 17,107,084
Additions	-	56,980	215,846	-	-	6,181	8,540	287,547	214,333
Disposals	(1,482)	-	-	-	-	-	-	(1,482)	(17,304)
Transfers	-	-	11,885	-	-	-	(11,885)	-	-
Balance, end of year	\$ 369,504	\$ 256,321	\$ 2,791,833	\$ 251,946	\$ 436,541	\$ 13,475,493	\$ 8,540	\$ 17,590,178	\$ 17,304,113
Accumulated Amortization									
Balance, beginning of year	\$ -	\$ 74,414	\$ 994,929	\$ 119,176	\$ 284,091	\$ 5,487,854	\$ -	\$ 6,960,464	\$ 6,572,543
Amortization	-	10,258	57,015	12,587	32,000	302,710	-	414,570	405,225
Disposals	-	-	-	-	-	-	-	-	(17,304)
Impairment	-	-	-	-	-	-	-	-	-
Balance, end of year	\$ -	\$ 84,672	\$ 1,051,944	\$ 131,763	\$ 316,091	\$ 5,790,564	\$ -	\$ 7,375,034	\$ 6,960,464
Net Book Value	\$ 369,504	\$ 171,649	\$ 1,739,889	\$ 120,183	\$ 120,450	\$ 7,684,929	\$ 8,540	\$ 10,215,144	\$ 10,343,649

The accompanying notes are an integral part of these financial statements.

**VILLAGE OF MARWAYNE
Schedule of Equity in Tangible Capital Assets
For the Year Ended December 31, 2021**

(Schedule 4)

	2021 (Actual)	2020 (Actual)
BALANCE, BEGINNING OF YEAR	\$ 9,357,478	\$ 9,441,370
Amortization of tangible capital assets	(414,570)	(405,225)
Acquisition of tangible capital assets	287,547	214,333
Long term debt repaid	76,236	120,962
Levied portion of debt recoverable	(14,564)	(13,962)
Net book value of tangible capital assets disposed of	(1,482)	-
BALANCE, END OF YEAR	\$ 9,290,645	\$ 9,357,478
Equity in tangible capital assets is comprised of the following:		
Tangible capital assets (net book value)	\$ 10,215,144	\$ 10,343,649
Local improvement levy receivable	173,859	188,423
Long term debt	(1,098,358)	(1,174,594)
	\$ 9,290,645	\$ 9,357,478

The accompanying notes are an integral part of these financial statements.

11

VILLAGE OF MARWAYNE
Schedule of Segmented Disclosure
For the Year Ended December 31, 2021

(Schedule 5)

	General Government	Protective Services	Transportation	Environmental Services	Planning & Development and Public Health	Recreation & Culture	2021	2020
REVENUE								
Net municipal taxes	\$ 465,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465,394	\$ 471,965
Sales and user charges	500	30,672	(70)	502,174	9,000	-	542,276	499,175
Government transfers	121,295	222,025	27,794	-	23,600	3,150	397,864	576,726
Franchise and concession contracts	31,731	-	-	-	-	-	31,731	29,772
Penalties and costs on taxes	32,054	-	-	-	-	-	32,054	12,311
Other revenues	6,892	1,393	202	9,708	1,025	-	19,220	84,185
Rentals	-	-	-	-	13,708	-	13,708	8,450
Investment income	21,471	-	-	-	-	-	21,471	29,690
	679,337	254,090	27,926	511,882	47,333	3,150	1,523,718	1,712,274
EXPENSES								
Materials, goods and supplies	92,060	20,874	128,682	206,152	7,257	7,653	462,678	457,151
Salaries, wages and benefits	137,884	-	74,429	161,490	-	27,660	401,463	371,615
Contracted services	79,149	27,978	8,149	87,893	14,648	-	217,817	255,598
Provision for allowance	34,917	-	-	-	-	-	34,917	571
Transfers to local boards and agencies	-	18,963	-	91,010	18,891	4,563	133,427	37,847
Other expenses	530	-	-	-	-	-	530	530
Interest on long-term debt	-	-	17,923	7,890	-	13,955	39,768	45,947
	344,540	67,815	229,183	554,435	40,796	53,831	1,290,600	1,169,259
OTHER INCOME								
Amortization of tangible capital assets	(1,607)	(37,165)	(148,974)	(171,403)	(11,000)	(44,420)	(414,569)	(405,125)
Gain (loss) on disposal of tangible capital assets	(1,482)	-	-	-	-	-	(1,482)	1,714
Contributed land held for resale	-	-	-	-	15,000	-	15,000	-
	(3,089)	(37,165)	(148,974)	(171,403)	4,000	(44,420)	(401,051)	(403,411)
ANNUAL SURPLUS (DEFICIT)	\$ 331,708	\$ 149,110	\$ (350,231)	\$ (213,956)	\$ 10,537	\$ (95,101)	\$ (167,933)	\$ 139,604

The accompanying notes are an integral part of these financial statements.

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

1. SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Village of Marwayne (the "Village") are the representation of management, prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Village are as follows.

(a) Reporting entity

The financial statements reflect the assets, liabilities, revenues and expenses, changes in net financial position and cash flow of the reporting entity. This entity is comprised of the municipal operations plus all of the organizations that are owned or controlled by the Village and are, therefore, accountable to Village Council for the administration of their financial affairs and resources.

The schedule of taxes levied also includes requisitions for education, health, social and other external organizations that are not part of the municipal reporting entity.

(b) Basis of accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

(c) Cash and temporary investments

Cash and cash equivalents include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of three months or less at acquisition.

(d) Tax revenue

Property tax revenue is based on market value of assessments determined in accordance with the *Municipal Government Act*. Tax rates are established annually. Taxation revenues are recorded at the time tax notices are issued. Assessments are subject to appeal.

Construction and borrowing costs associated with local improvement projects are recovered through annual special property assessments during the period of the related borrowing. These levies are collectible from property owners for work performed by the Village. Under the accrual basis of accounting, revenues to be received from local improvement assessments are recognized in full in the period the local improvement project costs are incurred and the passing of the related imposition by-law.

(continues)

**VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021**

1. SIGNIFICANT ACCOUNTING POLICIES (continued)

(e) Requisition over-levies and under-levies

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. In situations where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

(f) Government transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occurred, providing the transfers are authorized, any eligibility criteria have been met by the Village, and reasonable estimates of the amounts can be made.

(g) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

(h) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital asset is amortized over their estimated useful lives on a straight-line basis at the following rates:

Land improvements	15 - 20 Years
Buildings	25 - 65 Years
Engineered structures	15 - 75 Years
Machinery and equipment	5 - 20 Years
Vehicles	3 - 20 Years

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

Assets under construction are not amortized until the asset is available for productive use.

(continues)

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

1. SIGNIFICANT ACCOUNTING POLICIES (continued)

(i) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from these estimates.

Accounts receivable are stated after evaluation as to their collectibility and an appropriate allowance for doubtful accounts is provided where considered necessary. The amounts recorded for valuation of tangible capital assets, the useful lives and related amortization of tangible capital assets, landfill closure and post-closure costs, and contingent liabilities are areas where management makes significant estimates and assumptions in determining the amounts to be recorded in the financial statements

(j) Future changes in significant accounting policies

The following summarizes upcoming changes to the Canadian public sector accounting standards. The Village will continue to assess the impact and prepare for the adoption of these standards

(i) Financial statement presentation

PS 1201, Financial Statement Presentation, requires a new statement of re-measurement gains and losses separate from the statement of operations. Included in this new statement are the unrealized gains and losses arising from the re-measurement of financial instruments and items denominated in foreign currencies, as well as the government's proportionate share of other comprehensive income that arises when a government includes the results of government business enterprises and partnerships. This standard is applicable for fiscal years beginning on or after April 1, 2022.

(ii) Foreign currency translation

PS 2601, Foreign Currency Translation, requires that monetary assets and liabilities denominated in a foreign currency be adjusted to reflect the exchange rates in effect at the financial statement dates. Unrealized gains and losses are to be presented in the new statement of re-measurement gains and losses. This standard must be adopted in conjunction with PS 2601 and PS 3450 and is applicable for fiscal years beginning on or after April 1, 2022.

(iii) Portfolio investments

PS 3041, Portfolio Investments, has removed the distinction between temporary and portfolio investments and amended to conform to PS 3405. This standard must be adopted in conjunction with PS 1201, PS 2601, and PS 3450 and is applicable for fiscal years beginning on or after April 1, 2022.

(continues)

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

1. SIGNIFICANT ACCOUNTING POLICIES (continued)

(k) *Future changes in significant accounting policies*

(iv) Financial instruments

PS 3450, Financial Instruments, established recognition, measurement and disclosure requirements for derivative and non-derivative financial instruments. The standard requires fair value measurement of derivative and equity instruments; all other financial instruments can be measured at cost/amortized cost or fair value at the election of the government. Unrealized gains and losses are presented in a new statement of re-measurement gains and losses. There is the requirement to disclose the nature and extent of risks arising from financial instruments and clarification is given for the de-recognition of financial liabilities. This standard is applicable for fiscal years beginning on or after April 1, 2022.

(v) Asset retirement obligations

PS 3280, Asset Retirement Obligations, establishes standards on how to account and report for legal obligations associated with the retirement of certain tangible capital assets including solid waste landfill sites. As a result, PS 3270, Solid Waste Landfill Closure and Post-Closure Liability has been withdrawn but will remain in effect until the adoption of PS 3280. This standard is applicable for fiscal years beginning on or after April 1, 2022.

(vi) Public Private Partnerships

PS 3160, Public Private Partnerships, establishes standards on how to account for public private partnership arrangements (recognition of infrastructure assets and the corresponding liability to the private partnership) along with the disclosure and presentation requirements. This standard is applicable to fiscal years beginning on or after April 1, 2023.

(vii) Revenue

PS 3400, Revenue, establishes standards on how to account for and report revenue differentiating between revenue arising from transactions that include performance obligations and transactions that do not. This standard is applicable to fiscal years beginning on or after April 1, 2023.

2. CASH AND TEMPORARY INVESTMENTS

	2021	2020
Cash	\$ 344,167	\$ 1,177,636
Temporary investments	2,070,969	1,715,370
	\$ 2,415,136	\$ 2,893,006

Temporary investments are short-term deposits with original maturity dates of three months or less with ATB Financial at interest rates ranging from 0.75% to 0.85%.

Council has designated funds of \$975,167 (2020 - \$975,167) included in the above amounts for capital purposes.

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

3. TAXES AND GRANTS IN PLACE OF TAXES RECEIVABLE

	<u>2021</u>	<u>2020</u>
Current receivables	\$ 58,494	\$ 60,182
Receivables in arrears	46,176	46,679
	\$ 104,670	\$ 106,861

4. TRADE, UTILITIES AND GRANTS RECEIVABLE

	<u>2021</u>	<u>2020</u>
Due from other governments	\$ 383,846	\$ 74,053
Local improvement taxes	173,859	188,423
Trade and utilities	59,176	32,021
Goods and Services Tax recoverable	15,892	28,430
	\$ 632,773	\$ 322,927

5. DEFERRED REVENUE

Deferred revenue is comprised of the following amounts, which have been received from various third parties and are restricted to the eligible operating and capital projects as approved in the funding agreements for a specified purpose. Additions are composed of both contributions and interest earned during the year. These amounts are recognized as revenue in the period in which the related costs are incurred.

	<u>2020</u>	<u>Funds Received</u>	<u>Revenue Recognized</u>	<u>2021</u>
Municipal Sustainability Initiative - Capital	\$ 20,547	\$ 238,716	\$ 222,025	\$ 37,238
Canada Community Building Fund	-	25,947	-	25,947
Business Revitalization Program	23,539	-	-	23,539
Federation of Community Municipalities	-	45,130	45,130	-
Municipal Stimulus Program	27,794	-	27,794	-
	\$ 71,880	\$ 309,793	\$ 294,949	\$ 86,724

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

6. LONG TERM DEBT

	<u>2021</u>	<u>2020</u>
Province of Albera Debenture, repayable in semi-annual installments of \$11,227 including interest at 4.269%; due March 15, 2031.	\$ 173,859	\$ 188,423
Province of Albera Debenture, repayable in semi-annual installments of \$18,064 including interest at 3.866%; due September 16, 2033.	344,264	366,438
Province of Albera Debenture, repayable in semi-annual installments of \$29,054 including interest at 3.051%; due September 17, 2033.	580,235	619,733
	<u>\$ 1,098,358</u>	<u>\$ 1,174,594</u>

Principal and interest repayment terms are approximately:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 78,944	\$ 37,754	\$ 116,698
2023	81,750	34,939	116,689
2024	84,658	32,030	116,688
2025	87,672	29,017	116,689
2026	90,796	25,893	116,689
Thereafter	674,538	86,148	760,686
	<u>\$ 1,098,358</u>	<u>\$ 245,781</u>	<u>\$ 1,344,139</u>

The current portion of the long term debt amounts is \$78,944 (2020 - \$76,236).

Interest on long term debt amounted to \$39,768 (2020 - \$45,957).

The Village's total cash payments for interest is \$40,453 (2019 - \$48,805).

Debenture debt is issued on the credit and security of the Village at large.

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

7. DEBT LIMITS

Section 276(2) of the *Municipal Government Act* requires that debt and debt limits, as defined by *Alberta Regulation 255/2000*, for the Village be disclosed as follows:

	<u>2021</u>	<u>2020</u>
Total debt limit	\$ 1,910,847	\$ 1,991,805
Total debt	<u>(1,098,358)</u>	<u>(1,174,594)</u>
Amount of debt limit unused	<u>\$ 812,489</u>	<u>\$ 817,211</u>
Debt servicing limit	\$ 318,475	\$ 162,381
Debt servicing	<u>(116,698)</u>	<u>(116,689)</u>
Amount of service on debt limit unused	<u>\$ 201,777</u>	<u>\$ 45,692</u>

The debt limit is calculated at 1.5 times revenue of the Village (as defined in *Alberta Regulation 255/2000*) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limits requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the Village. Rather, the financial statements must be interpreted as a whole.

8. ACCUMULATED SURPLUS

Accumulated surplus consists of restricted and unrestricted amounts and equity in tangible capital assets as follows:

	<u>2021</u>	<u>2020</u>
Unrestricted surplus	\$ 2,054,462	\$ 2,155,562
Reserves		
Emergency services	51,243	51,243
Engineered structures	44,606	44,606
General equipment replacement	70,800	70,800
Roads	223,129	223,129
Water and sewer	<u>585,389</u>	<u>585,389</u>
	<u>975,167</u>	<u>975,167</u>
Equity in tangible capital assets	<u>9,290,645</u>	<u>9,357,478</u>
	<u>\$ 12,320,274</u>	<u>\$ 12,488,207</u>

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

9. FRANCHISE AND CONCESSION CONTRACTS

Disclosure of utility franchise agreement annual revenues as required by *Alberta Regulation 313/2000* is as follows:

	<u>2021</u>	<u>2020</u>
ATCO Electric Ltd.	\$ 31,731	\$ 29,772

10. CONTINGENT LIABILITY

The Village is a member of the Alberta Municipal Insurance Exchange ("MUNIX"). Under the terms of membership, the Village could become liable for its proportionate shares of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

During 2002, the Village acquired two lots through tax recovery that contain contamination. The lots previously were used for gas station facilities. Environmental studies have been performed by ConocoPhillips to determine the extent of damage and have been provided to Alberta Environment and Parks. At this time the Village is unaware of any liability it may have in relation to the contamination.

The Village of Marwayne has entered into an agreement with Pioneer Lodge to provide financial support for any future operating deficit and debt servicing costs. The Village of Marwayne is responsible to cover any shortfalls to the extent of their participating interest.

11. CONTRACTUAL OBLIGATIONS

The Village is a partner in the Alberta Central East Water Corporation ("ACE") regional water system project to design and construct a water transfer and pump station, three fill stations, a truck fill station, and 246 kilometres of pipeline. The Government of Alberta is committed to fund approximately 90% of the estimated project costs as part of the Alberta Water for Life Program. The remaining 10% of costs will be distributed between the municipal partners. As of December 31, 2021, the Village's share of the remaining construction cost was estimated at \$61,855.

As the regional water system is not a Village owned asset, none of the related liabilities, funding, or expenditures are reflected in the Village's financial statement except for the Village's portion and consumption costs.

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

12. SEGMENTED DISCLOSURE

The Village provides a range of services to its taxpayers. For each reported segment, revenues and expenses both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1.

(a) General Government

General Government is comprised of Village Council, the Office of the Chief Administrative Officer, and Corporate Services. Corporate Services is comprised of Financial Services and Human Resources.

Council makes decisions regarding service delivery and service levels on behalf of the Village in order to balance the needs and wants of Village residents in a financial responsible manager.

(b) Protective Services

Protective Services is comprised of Fire and Municipal Enforcement Services. Fire Services is responsible to provide fire suppression services; fire prevention programs; training and education related to fire prevention; and the detection and/or extinguishments of fires. Municipal Enforcement Services provide bylaw enforcement that ranges from community standards, to traffic safety, to animal control as well as provincial statute enforcement with authorities granted by the Solicitor General of Alberta.

(c) Transportation

Transportation is comprised of Common Services and the Public Works area. They are responsible for the maintenance of the roadway and storm systems of the Village.

(d) Environmental Services

Public Utilities are comprised of water, waste water, and waste management services. They are responsible for providing a water supply, a sanitary sewage collection and disposal system, and a waste disposal service.

(e) Planning and Development

Planning and Development is responsible for the planning and development of the Village's infrastructure system and work with developers in planning the growth of the Village in a sustainable manner.

(f) Public Health

Public Health provides services mandated by Family and Community Support Services Alberta through a shared funding model between the Province of Alberta and the Village.

(g) Recreation and Culture

Recreation and Culture provide recreational and cultural services and activities which promote the well-being of its citizens. These areas are responsible for the parks, playgrounds, facilities, and green spaces of the Village. This area also acts as a liaison between community groups and providing grant funding.

(continues)

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

12. SEGMENTED DISCLOSURE (continued)

Certain allocation methodologies are employed in the preparation of segmented financial information. Net municipal taxes are unallocated to segments and are presented under General Revenue. Sales and user charges have been allocated to the segment based upon the segment that generated the revenue. Government transfers have been allocated to the segment based upon the purpose for which the transfer was made. For additional information see the Schedule of Segmented Disclosure (Schedule 5).

13. FINANCIAL INSTRUMENTS

The Village's financial instruments consist of cash, taxes and grants in place of taxes receivable, trade, utilities and grants receivable, accounts payable and accrued liabilities and long term debt. It is management's opinion that the Village is not exposed to significant market, liquidity and currency risk arising from these financial instruments.

The Village is exposed to credit risk with respect to taxes and grants in place of taxes receivables and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Village provides services may experience financial difficulty and be unable to fulfil their obligations. The large number and diversity of taxpayers and customers minimizes the credit risk.

Unless otherwise noted, the fair values of these financial instruments approximate their carrying values.

14. BUDGET

Budget figures presented in these financial statements are based on the 2021 operating and capital budgets adopted by Council on May 3, 2021.

15. APPROVAL OF THE FINANCIAL STATEMENTS

Council and management have approved these financial statements on May 9, 2022.

VILLAGE OF MARWAYNE
Notes to Financial Statements
Year Ended December 31, 2021

16. SALARIES AND BENEFITS DISCLOSURE

Disclosure of salaries and benefits for Village officials, the Chief Administrative Officer and designated officers are required by *Alberta Regulation 313/2000*, is as follows:

	Salary (1)	Benefits (2)	2021	2020
Mayor C. Eikeland	\$ 5,000	\$ -	\$ 5,000	\$ 4,800
Councillor R. McDonald	3,900	-	3,900	2,400
Councillor A. Rainey	3,600	-	3,600	3,000
Councillor C. Neureuter	2,800	-	2,800	2,700
Councillor M. Wood	600	-	600	-
Councillor T. Lawrence (former)	600	-	600	3,200
	\$ 16,500	\$ -	\$ 16,500	\$ 16,100
Chief administrative officer	\$ 83,611	\$ -	\$ 83,611	\$ 81,661
Designated officer (contract)	7,360	-	7,360	7,879
	\$ 90,971	\$ -	\$ 90,971	\$ 89,540

(1) Salary includes regular base pay, bonuses, overtime lump sum payments, gross honoraria and any other direct cash remuneration.

(2) Employer's share of all employee benefits and contributions or payments made on behalf of employees including health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long and short term disability plans, professional memberships and tuition's.

17. RESTATEMENT

During 2020, the Village discovered it had expensed new walking trails and should have recorded them as part of tangible capital assets. Furthermore, the Village corrected its accounting treatment for local improvement taxes by adjusting opening accumulated surplus to reflect total revenue earned.

The effect on the financial statements has been as follows:

- Increase to trade, utilities and grants receivable of \$177,589.
- Increase to tangible capital asset of \$40,079.
- Increase to annual surplus by \$15,283.
- Increase to opening accumulated surplus by \$202,385.

Some of the comparative figures have been reclassified to conform to the current year's presentation.



APRIL PUBLIC WORKS FOREMAN REPORT

Task	Completed (Yes/No) & Date	Notes
Check & Grade Back Alleys (including Arena parking lot before it gets busy)	done.	
Sidewalk Inspections (Note any repairs needed, weeds, edging)	In summer.	
Sanding (As Needed) (Remove, Wash Sand/Salt from Sander to prevent rust & complete maintenance for next year – oil chain)	done.	
Get Ball Diamonds ready for the season	OK	
Trees/Weeds/Cultivate & Set Up Watering Tank (Make sure its ready)	OK	
Lagoon Inspection & Rotation		
Visual Street Sign Inspections & HWY 897 Signs (Noted in Writing in your Book)	good	
Playground Inspection, Rotofilling and Add Sand	OK	
Check Water & Hydrant Valves/Flush Hydrants/Tabulated (Give Estimate of Water Use to Shannon)	OK	
Dead Ends Flushed & Tabulated/Sewer Flushed & Manhole Inspections	OK	
Check Gravel Inventory for Spring Order (Do we have enough for back alleys, filling holes, water line breaks?)	good	
Street Sweeping	sure.	
Re-Install Water Meter at Agricore when asked and seal after freezing has finished	done	
Get Community Building Water Readings	done	
Check Fire Extinguishers (1 Office, 3 Shop, Vehicles, 2 Water Treatment Plant, 1 Fire Hall, 1 Lift Station, 2 Well House & 1 Clinic)	NO ✓	
Check First Aid Kit for Sticker (Office, Shop, Vehicles and Water Treatment Plant)	good	

Submitted by: WJ

Date: 4 May 2022



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Regional Operator report

April 2022

Common information:

Monthly reports up to date.

A few problems with the water on cell phone. Nothing serious so far.

Regional operator assisting with Public works in Kitscoty while they are short-handed.

Marwayne has begun some succession planning with operator training.

Regional operator did rounds on Easter Monday and took on call that weekend to trade for next.

Regional operator took three days of annual vacation had to adjust the on call schedule.

Some internet problems still happening but think we are on the right path to repair.

Regional operator took one hour personal time on April 26 and 27th.

Regional operator looking at two weeks vacation early July.

Outstanding items:

Review Drinking water safety plans must be done this year.

Review SOP's. Need to be updated for distribution only.

Marwayne lift station pump.

Kitscoty is looking into server changes and internet upgrades.

Dewberry is running on Blade system and no longer using ERIS for data collection or reporting and alarms.

Marwayne:

Data for March 2022 was electronically submitted on AEP site.

The new pump for the West lift station is repaired still some issues with install under warranty.

Consumption remains low, minimum nighttime consumption down to 0 lpm at times. This indicates we found the hydrant leak. We continue to monitor.

One service on 3rd Ave and one on 3rd street have leaks on home owner's side and are turned off right now.

A couple of problem valves need some attention.

Bulk water fill system and header repairs are in the budget for 2022.

Operator training is going well. Could do daily rounds with little or no supervision.

Internet problems finally located – power supply for Cisco router was failing and loose bolts on dish at plant.

Did budget estimate on splash park services.



DECLARATION

In honour of the past, present and future contributions of the seniors of this community and throughout Alberta, I hereby declare June 6 – 12, 2022 to be Seniors' Week in

Community

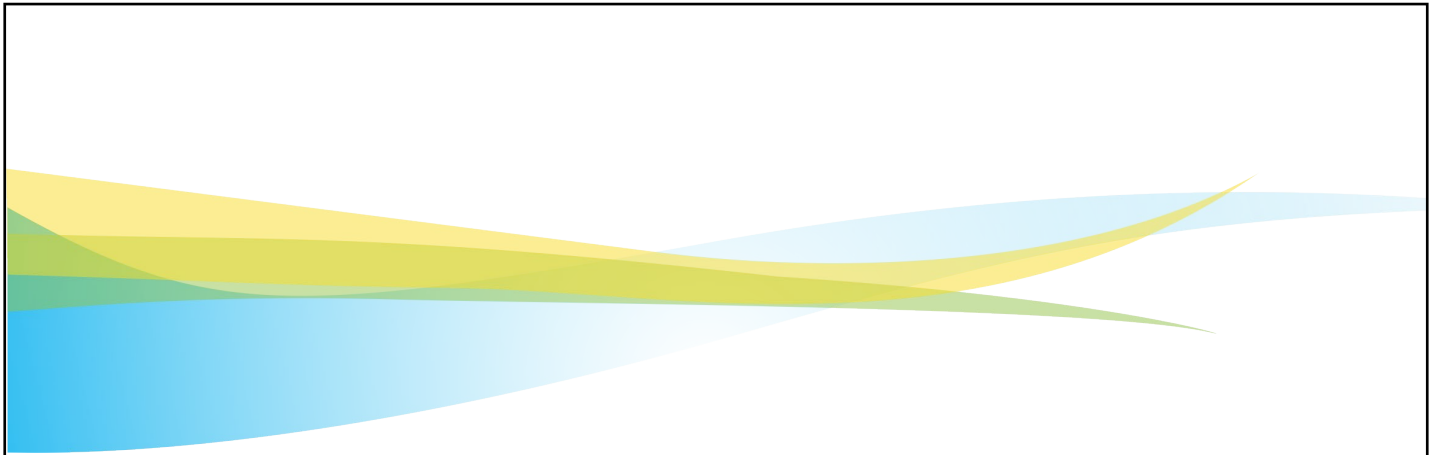
Official Title

Official Signature

A handwritten signature in black ink, appearing to read 'Josephine Pon', written over a horizontal line.

The Honourable Josephine Pon, Minister of Seniors and Housing





**VILLAGE OF MARWAYNE
REQUEST FOR PROPOSALS FOR
Area Structure Plan**

ISSUED: Thursday April 28th, 2022

SUBMISSION DEADLINE: Friday May 27th, 2022 at 2:00PM MST

SUBMISSION METHOD: Via email to cao@marwayne.ca

SUBJECT LINE: Request for Proposals – Area Structure Plan



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Village of Marwayne (the “Village”) to prospective proponents experienced with area structure plan development, public consultation and implementation, to submit proposals to lead and perform project services to develop an Area Structure Plan (“ASP”) for a 16.74-acre parcel of land adjacent to the southeastern boundary of the Village of Marwayne (the “lands”).

The ASP is intended to provide direction for long-term land use and infrastructure planning of the lands including detailed information specifically relating to future land use, transportation and services. This project is geared towards attracting commercial and industrial investment to the area that will support the Village’s long-term vision by incorporating our existing Municipal Development Plan (“MDP”) and Intermunicipal Development Plan (“IDP”), both of which are available by visiting www.marwayne.ca.

The purpose of this RFP is to select a qualified consultant to enter into an agreement with the Village of Marwayne for the performance of the work as detailed in this RFP.

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into a contract with the Village. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

To contact the Village in relation to this RFP, proponents must initiate the communication electronically via email as outlined below. The Village will not

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accept any proponent's communications by any other means, except as specifically stated in this RFP.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Village, other than as outlined below, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

Contact Name: Shannon Harrower, Chief Administrative Officer

Contact Email: cao@marwayne.ca

1.4 Proponent's Questions

Prior to the Deadline for Questions, proponents may seek additional information in relation to this RFP via email in accordance with the provisions set forth above. The Village will not accept any proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, questions related to this RFP are to be submitted via email with a subject line of "Submit a Question – Spray Park Apparatus" on or before May 13th, 2022. Questions or inquiries received beyond that date, or by any other means except email to cao@marwayne.ca, shall not be responded to.

1.5 Type & Term of Contract

The selected proponent will be required to sign an agreement with the Village for the provision of the Deliverables. The term of the agreement will be in effect until the completion of the Deliverables, but not beyond December 31st, 2023.

1.6 Key Dates

The RFP timetable is tentative only and may be changed by the Village at any time. For greater clarity, business days means all days that the Village is open for business.

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Issue Date	April 28 th , 2022
Deadline for Questions	May 13 th , 2022
Submission Deadline	May 27 th , 2022
Execution of Agreement	June 10 th , 2022

1.8 Submission of Proposals

Proposals must be submitted electronically via email. It is strongly encouraged that proponents also submit a paper copy of their proposal, in-person or via courier, to the Village as outlined below. Paper copies will not be time stamped and do not count as a formal submission as it relates to this RFP.

The Village of Marwayne
Attention: Chief Administrative Officer
Box 113 – 210 Second Avenue South
Marwayne AB T0B 2X0
Cao@marwayne.ca

1.9 Proposals to be Submitted on Time

Proposals must be finalized and submitted on or before the Submission Deadline. The time of receipt of proposals is determined by the email timestamp. Late submissions will not be accepted via email and will be disqualified as late.

Proponents are cautioned that the timing of submissions is based on when the proposal is received by email. All proposals are deemed received at the time in which the email is received. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late. Proponents submitting near the Submission Deadline do so at their own risk.

The Village will send a confirmation of receipt email to the proponent advising when the proposal was submitted successfully electronically. If you do not receive a confirmation email, please contact the Village Chief Administrative Officer immediately at: cao@marwayne.ca.

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1.10 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions outlined in this RFP. Documents should not be embedded within upload files, as the embedded files may not be accessible or evaluated. The Village requests that proposals be submitted in the form of a Microsoft Word document or Adobe PDF file only.

1.11 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Submission Deadline.

1.12 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal via email. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the Village at cao@marwayne.ca and must be signed by an authorized representative of the proponent.

1.13 Deliverables

The Village of Marwayne is looking for qualified consultants to submit proposals to develop an Area Structure Plan for a 16.74-acre parcel of land adjacent to the southeastern boundary of the Village. The ASP will work in conjunction with the Village's MDP, IDP and LUB to provide details on the future growth and development of the lands in a logical, compatible and sustainable manner.

The Village of Marwayne is interested in engaging the services of a qualified company that is capable of supplying all services required for this project. The

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selected company would be responsible for all aspects of this project, including the acquisition of services of any sub-contractors as is required.

The proponent is responsible for developing, designing, supplying, delivering, and presenting a new Area Structure Plan that utilizes the space provided, is accessible, aesthetically pleasing and is to engineered standards. The goal is to have an Area Structure Plan that will attract and retain commercial and industrial investment to the area. The proponent is responsible for supplying in their proposal, a conceptual plan of the proposed development in the ASP including the dimensions, components, location of water and sewer supply and connection, the apparatuses, infrastructure, materials, any extras (if applicable), etc.

Each proposal must:

- Be prepared in accordance with the Village's Land Use Bylaw, Municipal Development Plan, Intermunicipal Development Plan and the Municipal Government Act;
- Be prepared in conformance with industry best practices and all Village bylaws and policies;
- Be fully compliant with the legislation contained in the Municipal Government Act;
- Incorporate a detailed stakeholder and public engagement plan which outlines the tools, strategies and timing of engagement methods; and
- Layout a detailed plan of the lands, including all uses, engineering, infrastructure, access, etc. of the entire 16.74-acre parcel.

The Area Structure Plan should include, at minimum, the following:

- Two (2) site layout plan drawings, a minimum of 11' x 17' in size, showing all details of the ASP;
- Two (2) 3-Deimensional perspective drawings, a minimum of 11' x 17' in size;
- A traffic impact assessment;
- An environmental report;
- A wetland assessment;
- All engineering;
- All planning, including site access;
- All infrastructure; and
- All servicing.



The Proponent must:

- Work with the Village to provide information to stakeholders when needed, including those landowners and municipalities surrounding the lands;
- Coordinate and attend public consultation sessions with the Village of Marwayne and its stakeholders, including any one-off meetings requested;
- Prepare and circulate all public consultation engagement materials to the Village's stakeholders;
- Provide a project schedule with fixed sum prices in Canadian Dollars;
- Examine the site as a means of ensuring that the conditions are suitable for future growth and development;
- Contact all utility agencies regarding the construction area to obtain the necessary stakeouts of existing infrastructure and services;
- Meet the timeline as established under this RFP;
- Where applicable, ensure that all designs, plans and other required documents are approved, stamped and signed by an Alberta registered professional Engineer; and
- Ensure that the project is fully compliant with all applicable laws, codes, Village bylaws, Village policies and Village legislated documents.



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Evaluation Process & Criteria

Proposals from all proponents will be opened and evaluated privately by the Village. In assessing the proposals, the Village will take into consideration the following evaluation criteria:

- Qualifications, experience and capacity of the proponent to provide and successfully complete all of the services required by the Village as well as any optional services offered by the proponent, in a timely, safe, efficient and quality manner;
- Proponent's overall fee proposal;
- Terms of the agreement that the proponent is prepared to accept;
- The completeness of the proponent's proposal; and
- Such other criteria as the Village considers relevant.

The Village shall select the proponent that provides the best overall value, as determined by the Village in its sole discretion, having regard to the evaluation criteria referred to in the table below. Proposals will be evaluated on the basis of the information provided in response to this RFP. In addition, in assessing the proponent's qualifications, experience and capacity, the Village may also consider the following:

- Clarifications and/or additional information that may be supplied pursuant to the requests from the Village;
- Interviews and/or reference checks that may be conducted at the Village's discretion;
- Previous experience working with the Village; and
- Information received from any source that the Village considers reliable.

Proponents are advised that the evaluation process is subjective in nature and the Village's intention is to consider, in its sole discretion, each proposal on its merits and compliance with the submission, technical, pricing and non-pricing requirements as outlined in this RFP.

The Village may interview and/or negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the agreement terms prior to the execution of a legally binding contract between the proponent and the Village.

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The following table sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

Pricing will be scored based on a relative pricing formula:

$$\text{Lowest price} / \text{proponent's price} \times \text{weighting} = \text{proponent's pricing point}$$

Non-Price Rated Criteria Category	Weighting (Points)
Experience and Qualifications	
a) Proponent Experience	
b) Team Experience incl. sub-consultants, where applicable	30
c) Methodology, Workplan, Deliverables and Schedule	40
Pricing	30
Total Points	100

2.2 Non-Price Rated Criteria

The Village will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in the Evaluation Criteria of this RFP.

2.3 Pricing

The Village will score the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in this RFP. The evaluation of the price will be undertaken after the evaluation of the mandatory, technical and non-price rated criteria requirements has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Village may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Village may reject the proposal.



2.4 Ranking of Proponents

After a review of the mandatory, technical, non-price, and price related criteria has been conducted by the Village, the points for each category will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to finalize the agreement with the Village. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5 Failure to Enter into Agreement

If the pre-conditions of award listed in this RFP are not satisfied or if the parties cannot finalize the agreement for the Deliverables within a timeframe suitable to the Village, the Village may invite the next-best-ranked proponent to enter into an agreement with the Village. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible, or until the Village elects to cancel the RFP process.



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified at the sole discretion of the Village.

3.2 Proposals in English

All proposals are to be in English only.

3.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.4 Past Performance

In the evaluation process, the Village may consider the proponent's past performance or conduct on previous contracts with the Village. Proponent's may also be asked to submit additional information pertaining to their past experience, qualifications and such other information that the Village might reasonably require.

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3.5 Information in RFP Only an Estimate

The Village and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown or data contained in this RFP are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.6 Proponents to Bear their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations. This RFP does not create any legal obligations between the Village and any proponent.

3.7 Proposal to be Retained by the Village

The Village will not return the proposal or any accompanying documentation submitted by a proponent.

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Village makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Village may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing via

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email to cao@marwayne.ca on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means.

The Village is under no obligation to provide additional information, and the Village is not responsible for any information provided by or obtained from any source other than the Chief Administrative Officer via email. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Village is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.10 Verify, Clarify, and Supplement

When evaluating proposals, the Village may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Village may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.11 Notification to Other Proponents

Once an agreement is executed by the Village and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.12 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - having or having access to confidential information of the Village in the preparation of its proposal that is not available to other proponents;
 - having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;

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- receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
- communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
- engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.13 Disqualification

The Village may disqualify a proponent for any conduct, situation, or circumstance, determined by the Village, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

The Village may also disqualify a proponent or terminate an agreement subsequently entered into if the Village determines that the proponent has engaged in any conduct prohibited by this RFP.

3.14 Prohibited Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest.

Proponents must also not, at any time, directly or indirectly communicate with the media or make any public announcements or news releases in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Village by submitting an email to the Chief Administrative Officer at cao@marwayne.ca.

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3.15 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.16 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointment officials, or other representatives of the Village; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.17 Proponent Suspension

The Village may suspend a proponent or one of its subcontractors from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the proponent to honor its submitted pricing or other commitments;
- engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- any conduct, situation, or circumstance determined by the Village, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.



3.18 Confidential Information and FOIP

All information provided by or obtained from the Village in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Village and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from the Village; and
- must be returned by the proponent to the Village immediately upon the request of the Village.

All proposals submitted to the Village become the property of the Village in their entirety. Submissions and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the *Freedom of Information and Protection of Privacy Act* ("FOIP Act"). The successful proponent acknowledges that the FOIP Act applies to all information or records, as defined in the FOIP Act, which are collected or created for the purposes of the agreement and within the successful proponent's custody or control.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Village. The confidentiality of such information will be maintained by the Village, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Village to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted via email to the Chief Administrative officer at cao@marwayne.ca.

3.19 No Contact until Execution of Written Agreement

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. Neither the proponent nor the Village will have the right to make any claims against the other with

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respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.20 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Village to enter into an agreement for the Deliverables.

3.21 Cancellation

Submission of a proposal does not obligate the Village to accept any proposal or to proceed further with any of the Deliverables. Consideration of any proposal shall be in the Village's sole discretion. The Village may cancel or amend the RFP process without liability or explanation at any time. The Village may, in its absolute and sole discretion:

- reject any and all proposals;
- modify or vary any aspect of this RFP at any time before or after the submission of proposals, prior to the execution of a written agreement;
- discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation;
- allow any proponent submitting a proposal to modify or vary any aspect of their proposal;
- issue a new RFP or other procurement document based on the same or changed specifications, scope of work, or other requirements; and
- cancel the procurement in its entirety.

3.22 Governing Law and Interpretation

These terms and conditions of the RFP process:

- are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision;

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- are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.



PART 4 – ADDITIONAL PROVISIONS AND RESPONSIBILITIES

4.1 Material Disclosures

The Village has allocated a total budget of \$180,000.00 for the completion of all Deliverables under this RFP. All components and provision of the Deliverables should be provided within the budget allocated, however, if the proponent is unable to provide the full scope of the Deliverables within the allocated budget, then the proponent's proposal must indicate which components and/or requirements can be completed and delivered within the budget and detailing separately, the total cost to complete all of the Deliverables and project requirements.

4.2 Mandatory Submission Requirements

Each proponent must provide the following in their proposal.

- **Pricing**
 - Each proposal must include pricing information that complies with the instructions set out in this RFP.
 - Rates must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
 - Unless otherwise indicated in the pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, office supplies, facility rentals, equipment, and all other overhead, including any fees or other charges required by law.
- **Company Overview**
 - A brief description of your company, including any qualifications you consider relevant.
- **Proponent Experience**
 - A detailed listing of your company's relevant experience within the last ten (10) years including the location, size, projects of similar nature, client/agency name, scope, date, and contacts. Municipal project experience preferred.



- **Capacity**

- The Village expects that the proponent will have sufficient resources available to meet the service requirements of the Village in a timely and efficient manner. Provide a brief description of your companies staffing resources that will be utilized to meet the service requirements of the Village including but not limited to:
 - A list of key members of the team who would be assigned to the Village's project, including names, location, qualifications, relevant experiences, roles/involvement. Relevant experience should address, but not be limited to, each team members years of experience relevant to this RFP and project.
 - A listing of the sub-contractors (if applicable), their relevant experience to the project, the estimated amount of time to be spent on the project, the roles and responsibilities of any agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- The proponent's project manager to provide the Deliverables under this RFP must be a Registered Professional Planner with the Canadian Institute of Planners.
- The proponent's proposed project team must include a registered civil engineer in good standing with the Association of Professional Engineers and Geoscientists of Alberta (APEGA).

- **Schedule**

- The commencement of the work is expected to begin in June 2022 and conclude no later than September 2023. It is encouraged that proponents submit schedules detailing that the work would conclude as soon as is possible, in advance of the aforementioned deadline. Proponents must provide a schedule for the performance of the Deliverables.

- **Fees**

- The Village expects that the Deliverables will be performed for a fixed sum. Proponents must provide a fixed sum price in Canadian Dollars for the Deliverables, exclusive of any applicable GST.



- At the option of the Village, hourly rates may be used for valuing certain changes to the Deliverables. Provide a complete list of hourly rates in Canadian Dollars, exclusive of GST.
- The successful proponent will be required to provide a bid bond or certified cheque of ten percent (10%) of the total bid amount payable to the Village of Marwayne. The cheques of unsuccessful bidders will be returned as soon as the contract is awarded. The bidder agrees that the certified cheque or bid bond may be forfeited as liquidated damages in the event that the proponent fails to comply with the provisions of this RFP.

- **Payment**

- Payments shall be made according to the Village's account payable procedures following receipt of an invoice.
- Final payment shall be made once:
 - The final invoice has been received;
 - All Deliverables have been met;
 - The Village is satisfied that no deficiencies in the work are present and the ASP has been approved by Council; and
 - A written signoff by the Village of the project has been provided to the proponent.

- **Agreement**

- The proponent shall oblige to be bound by a written agreement, prepared by the Village's solicitor, detailing the Deliverables and provisions contained within this RFP which must be signed prior to the commencement of the work.



4.3 Site Map



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**VILLAGE OF MARWAYNE
REQUEST FOR PROPOSALS FOR**
Supply and Installation of Spray Park Apparatus

ISSUED: Tuesday April 26th, 2022

SUBMISSION DEADLINE: Friday May 13th, 2022 at 2:00PM MST

SUBMISSION METHOD: Via email to cao@marwayne.ca

SUBJECT LINE: Request for Proposals – Marwayne Spray Park



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Village of Marwayne (the “Village”) to qualified prospective proponents for the supply and installation of a Splash Park Apparatus (the “Deliverables”).

The purpose of this RFP is to select a qualified contractor to enter into an agreement with the Village of Marwayne for the performance of the work as detailed in this RFP.

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into a contract with the Village. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

To contact the Village in relation to this RFP, proponents must initiate the communication electronically via email as outlined below. The Village will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Village, other than as outlined below, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

Contact Name: Shannon Harrower, Chief Administrative Officer

Contact Email: cao@marwayne.ca

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1.4 Proponent's Questions

Prior to the Deadline for Questions, proponents may seek additional information in relation to this RFP via email in accordance with the provisions set forth above. The Village will not accept any proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, questions related to this RFP are to be submitted via email with a subject line of "Submit a Question – Spray Park Apparatus" on or before May 4th, 2022. Questions or inquiries received beyond that date, or by any other means except email to cao@marwayne.ca, shall not be responded to.

1.5 Type & Term of Contract

The selected proponent will be required to sign an agreement with the Village for the provision of the Deliverables. The term of the agreement will be in effect until the completion of the Deliverables, but not beyond March 31st, 2023.

1.6 Key Dates

The RFP timetable is tentative only and may be changed by the Village at any time. For greater clarity, business days means all days that the Village is open for business.

Issue Date	April 26 th , 2022
Deadline for Questions	May 4 th , 2022
Submission Deadline	May 13 th , 2022
Execution of Agreement	May 20 th , 2022



1.8 Submission of Proposals

Proposals must be submitted electronically via email. It is strongly encouraged that proponents also submit a paper copy of their proposal, in-person or via courier, to the Village as outlined below. Paper copies will not be time stamped and do not count as a formal submission as it relates to this RFP.

The Village of Marwayne
Attention: Chief Administrative Officer
Box 113 – 210 Second Avenue South
Marwayne AB T0B 2X0
Cao@marwayne.ca

1.9 Proposals to be Submitted on Time

Proposals must be finalized and submitted on or before the Submission Deadline. The time of receipt of proposals is determined by the email timestamp. Late submissions will not be accepted via email and will be disqualified as late.

Proponents are cautioned that the timing of submissions is based on when the proposal is received by email. All proposals are deemed received at the time in which the email is received. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late. Proponents submitting near the Submission Deadline do so at their own risk.

The Village will send a confirmation of receipt email to the proponent advising when the proposal was submitted successfully electronically. If you do not receive a confirmation email, please contact the Village Chief Administrative Officer immediately at: cao@marwayne.ca.

1.10 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions outlined in this RFP. Documents should not be embedded within upload files, as the embedded files may not be accessible or evaluated. The Village requests that proposals be submitted in the form of a Microsoft Word document or Adobe PDF file only.

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1.11 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Submission Deadline.

1.12 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal via email. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the Village at cao@marwayne.ca and must be signed by an authorized representative of the proponent.

1.13 Deliverables

The Village is inviting interested and competent companies and contractors to submit proposals for the design, supply and installation of a new Spray Park Apparatus at Westview Park, located within the municipal boundary of the Village of Marwayne. The project would see the construction of a new Spray Park which will increase the opportunity for play and public interaction in the community.

The Village of Marwayne is interested in engaging the services of a qualified company that is capable of supplying all services required for this project. The selected company would be responsible for all aspects of this project, including the acquisition of services of any sub-contractors as is required.

The proponent is responsible for developing, designing, supplying, delivering, and installing a new Spray Park that utilizes the space provided, is accessible and interactive for all ages and abilities, aesthetically pleasing and is built of quality materials to allow for durability and lengthy lifespan of the asset. The goal is to have a spray park that will last for at least twenty-five (25) years. The proponent is responsible for supplying in their proposal, a conceptual plan of their proposed Spray Park including the dimensions, components, location of water and sewer supply and connection, the apparatuses, materials, any extras (if applicable), etc.



Each proposal must include:

- Brand new and creative spray park equipment and features;
- A price list of the various spray park equipment and features available for all age groups and accessibility levels;
- Operational and maintenance manuals including mechanical drawings and specifications;
- On-site training of the Village's staff in the proper operation and maintenance of the Spray Park; and
- All services, system controls, ease of winterizing the system, concrete slab base, excavation, 2 inch water line connections (inclusive of backflow prevention and pressure control), 4 inch sewer line connections, electricity connections, post-construction landscaping and materials for a complete and operational spray park.

The Spray Park should include, at minimum, the following:

- Two (2) site layout plan drawings, a minimum of 11'x17' in size, showing all equipment, model numbers, colors available, etc.;
- Two (2) 3-Dimensional perspective drawings showing the spray park, a minimum of 11'x17' in size;
- Concrete pad for the spray park designed to reduce the risk of structural failure due to weather, finished with a surface to be slip resistant;
- Contain at least eight (8) individual spray components;
- The manufacturers cut sheets showing dimensions, materials and finishes for all fixtures;
- A combination of ground and upper level features of small and large scale suitable for all ages;
- Play features that are sturdy, well-built and resistant to UV damage, vandalism and graffiti; and
- An easily accessible control panel for the Village's staff as it relates to repairs, maintenance and winterization.

The proponent must:

- Ensure that all damage to park amenities/property is repaired at the proponent's expense and to the approval of the Village;
- Provide a construction schedule with fixed sum prices in Canadian Dollars;
- Ensure all materials and components are new, tamper resistant, resistant to corrosion and structurally sound;

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- Guarantee workmanship and material for a minimum period of two (2) years through a written description of the warranty as part of the proponent's proposal;
- Examine the site as a means of ensuring that the conditions are suitable for construction;
- Notify all utility agencies regarding the construction area to obtain the necessary stakeouts and permits for those services;
- Acknowledge responsibility, carry out the repairs and assume all costs related to the damage of any underground utility connections or services in the completion of the Deliverables under this RFP and the agreement with the Village;
- Enclose the work site for the duration of construction to ensure the safety of residents and other contractors and employees;
- Ensure all contractors and subcontractors are adhering to OH&S regulations, have the necessary insurance and WCB coverage and are wearing proper personal protective equipment; and
- Ensure that the site is cleaned up and that the project is fully compliant with all applicable laws, safety codes, Village bylaws and Village policies.



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Evaluation Process & Criteria

Proposals from all proponents will be opened and evaluated privately by the Village. In assessing the proposals, the Village will take into consideration the following evaluation criteria:

- Qualifications, experience and capacity of the proponent to provide and successfully complete all of the services required by the Village as well as any optional services offered by the proponent, in a timely, safe, efficient and quality manner;
- Proponent's overall fee proposal;
- Terms of the agreement that the proponent is prepared to accept;
- The completeness of the proponent's proposal; and
- Such other criteria as the Village considers relevant.

The Village shall select the proponent that provides the best overall value, as determined by the Village in its sole discretion, having regard to the evaluation criteria referred to in the table below. Proposals will be evaluated on the basis of the information provided in response to this RFP. In addition, in assessing the proponent's qualifications, experience and capacity, the Village may also consider the following:

- Clarifications and/or additional information that may be supplied pursuant to the requests from the Village;
- Interviews and/or reference checks that may be conducted at the Village's discretion;
- Previous experience working with the Village; and
- Information received from any source that the Village considers reliable.

Proponents are advised that the evaluation process is subjective in nature and the Village's intention is to consider, in its sole discretion, each proposal on its merits and compliance with the submission, technical, pricing and non-pricing requirements as outlined in this RFP.

The Village may interview and/or negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the agreement terms prior to the execution of a legally binding contract between the proponent and the Village.

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The following table sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

Pricing will be scored based on a relative pricing formula:

$$\text{Lowest price} / \text{proponent's price} \times \text{weighting} = \text{proponent's pricing point}$$

Non-Price Rated Criteria Category	Weighting (Points)
Experience and Qualifications	
a) Proponent Experience	
b) Team Experience incl. sub-consultants, where applicable	30
c) Methodology, Workplan, Deliverables and Schedule	40
Pricing	30
Total Points	100

2.2 Non-Price Rated Criteria

The Village will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in this RFP.

2.3 Pricing

The Village will score the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in this RFP. The evaluation of the price will be undertaken after the evaluation of the mandatory, technical and non-price rated criteria requirements has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Village may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Village may reject the proposal.



2.4 Ranking of Proponents

After a review of the mandatory, technical, non-price, and price related criteria has been conducted by the Village, the points for each category will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to finalize the agreement with the Village. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5 Failure to Enter into Agreement

If the pre-conditions of award listed in this RFP are not satisfied or if the parties cannot finalize the agreement for the Deliverables within a timeframe suitable to the Village, the Village may invite the next-best-ranked proponent to enter into an agreement with the Village. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible, or until the Village elects to cancel the RFP process.



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified at the sole discretion of the Village.

3.2 Proposals in English

All proposals are to be in English only.

3.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.4 Past Performance

In the evaluation process, the Village may consider the proponent's past performance or conduct on previous contracts with the Village. Proponent's may also be asked to submit additional information pertaining to their past experience, qualifications and such other information that the Village might reasonably require.

3.5 Information in RFP Only an Estimate

The Village and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown or data

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contained in this RFP are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.6 Proponents to Bear their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations. This RFP does not create any legal obligations between the Village and any proponent.

3.7 Proposals to be Retained by the Village

The Village will not return any proposals or any accompanying documentation submitted by a proponent.

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Village makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be signed with the selected proponent may or may not be an exclusive contract for the provision of the described Deliverables. The Village may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing via email to cao@marwayne.ca on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means.

The Village is under no obligation to provide additional information, and the Village is not responsible for any information provided by or obtained from any source other than the Chief Administrative Officer via email. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Village

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is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.10 Verify, Clarify, and Supplement

When evaluating proposals, the Village may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Village may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.11 Notification to Other Proponents

Once an agreement is executed by the Village and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.12 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - having or having access to confidential information of the Village in the preparation of its proposal that is not available to other proponents;
 - having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or

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- engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.13 Disqualification

The Village may disqualify a proponent for any conduct, situation, or circumstance, determined by the Village, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

The Village may also disqualify a proponent or terminate an agreement subsequently entered into if the Village determines that the proponent has engaged in any conduct prohibited by this RFP.

3.14 Prohibited Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest.

Proponents must also not, at any time, directly or indirectly communicate with the media or make any public announcements or news releases in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Village by submitting an email to the Chief Administrative Officer at cao@marwayne.ca.

3.15 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

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3.16 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointment officials, or other representatives of the Village; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.17 Proponent Suspension

The Village may suspend a proponent or one of its subcontractors from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the proponent to honor its submitted pricing or other commitments;
- engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- any conduct, situation, or circumstance determined by the Village, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.18 Confidential Information and FOIP

All information provided by or obtained from the Village in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Village and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from the Village; and

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- must be returned by the proponent to the Village immediately upon the request of the Village.

All proposals submitted to the Village become the property of the Village in their entirety. Submissions and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the *Freedom of Information and Protection of Privacy Act* ("FOIP Act"). The successful proponent acknowledges that the FOIP Act applies to all information or records, as defined in the FOIP Act, which are collected or created for the purposes of the agreement and within the successful proponent's custody or control.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Village. The confidentiality of such information will be maintained by the Village, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Village to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted via email to the Chief Administrative officer at cao@marwayne.ca.

3.19 No Contact until Execution of Written Agreement

This procurement process is not intended to create and will not create a formal, legally binding bidding process until the execution of a written agreement has been finalized by the Village's solicitor. Neither the proponent nor the Village will have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.20 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could

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adversely impact any such evaluation or ranking or the decision of the Village to enter into an agreement for the Deliverables.

3.21 Cancellation

Submission of a proposal does not obligate the Village to accept any proposal or to proceed further with any of the Deliverables. Consideration of any proposal shall be in the Village's sole discretion. The Village may cancel or amend the RFP process without liability or explanation at any time. The Village may, in its absolute and sole discretion:

- reject any and all proposals;
- modify or vary any aspect of this RFP at any time before or after the submission of proposals, prior to the execution of a written agreement;
- discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation;
- allow any proponent submitting a proposal to modify or vary any aspect of their proposal;
- issue a new RFP or other procurement document based on the same or changed specifications, scope of work, or other requirements; and
- cancel the procurement in its entirety.

3.22 Governing Law and Interpretation

These terms and conditions of the RFP process:

- are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision;
- are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.



PART 4 – ADDITIONAL PROVISIONS AND RESPONSIBILITIES

4.1 Material Disclosures

The Village has allocated a total budget of \$300,000.00 for the completion of all Deliverables under this RFP. All components and provision of the Deliverables should be provided within the budget allocated, however, if the proponent is unable to provide the full scope of the Deliverables within the allocated budget, then the proponent's proposal must indicate which components and/or requirements can be completed and delivered within the budget and detailing separately, the total cost to complete all of the Deliverables and project requirements.

4.2 Mandatory Submission Requirements

Each proponent must provide the following in their proposal.

- **Pricing**
 - Each proposal must include pricing information that complies with the instructions set out in this RFP.
 - Rates must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
 - Unless otherwise indicated in the pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- **Company Overview**
 - A brief description of your company, including any qualifications you consider relevant.
- **Proponent Experience**
 - A detailed listing of your company's relevant experience within the last ten (10) years including the location, size, projects of similar nature, client/agency name, scope, date, and contacts. Municipal project experience preferred.

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- **Capacity**

- The Village expects that the proponent will have sufficient resources available to meet the service requirements of the Village in a timely and efficient manner. Provide a brief description of your companies staffing resources that will be utilized to meet the service requirements of the Village including but not limited to:
 - A list of key members of the team who would be assigned to the Village's project, including names, location, qualifications, relevant experiences, roles/involvement. Relevant experience should address, but not be limited to, each team members years of experience relevant to this RFP and project.
 - A listing of the sub-contractors (if applicable), their relevant experience to the project, the estimated amount of time to be spent on the project, the roles and responsibilities of any agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
 - A list of the equipment (including the year, type and brand) that will be utilized to carry out the Deliverables.

- **Schedule**

- The commencement of the work is expected to begin in May 2022 and conclude no later than September 2022. It is encouraged that proponents submit schedules detailing that the work would conclude as soon as is possible, in advance of the aforementioned deadline. Proponents must provide a schedule for the performance of the Deliverables.

- **Fees**

- The Village expects that the Deliverables will be performed for a fixed sum. Proponents must provide a fixed sum price in Canadian Dollars for the Deliverables, exclusive of any applicable GST.
- At the option of the Village, hourly rates may be used for valuing certain changes to the Deliverables. Provide a complete list of hourly rates in Canadian Dollars, exclusive of GST.
- The successful proponent will be required to provide a bid bond or certified cheque of ten percent (10%) of the total bid amount payable to the Village of Marwayne. The cheques of unsuccessful bidders will

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be returned as soon as the contract is awarded. The bidder agrees that the certified cheque or bid bond may be forfeited as liquidated damages in the event that the proponent fails to comply with the provisions of this RFP.

- **Insurance Coverage and WCB**

- The Contractor shall provide verification of insurance and WCB. If the required insurance is not in place, a letter from the proponent's insurance broker certifying that the required insurance will be issued to the proponent if the said proponent is the successful, shall be included with the proposal. The Village requires that proponents carry commercial general liability insurance and automobile insurance policies each in an amount of not less than \$5,000,000.00 per occurrence.
- Verification of WCB coverage should be in the form of a letter from WCB confirming that the Contractor's account is current. The proponent must also provide evidence of insurance against claims arising from the Deliverables where bodily injury, death or property damage may occur.

- **Payment**

- Payments shall be made according to the Village's account payable procedures following receipt of an invoice.
- Final payment shall be made once:
 - The final invoice has been received;
 - The final testing of the Spray Park Apparatus has been conducted and after the Village has ensured that there are no deficiencies, equipment or mechanical failures;
 - All Deliverables have been met;
 - All non-project infrastructure that was or may have been damaged is returned to its original condition and approved by the Village; and
 - An inspection of the site by the Village has been completed and a written signoff of the project has been provided to the proponent.

- **Agreement**

- The proponent shall oblige to be bound by a written agreement, prepared by the Village's solicitor, detailing the Deliverables and

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provisions contained within this RFP which must be signed prior to the commencement of the work.

4.3 Site Map



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**VILLAGE OF MARWAYNE
REQUEST FOR PROPOSALS FOR**
Construction of Asphalt Walking Trail System

ISSUED: Tuesday April 26th, 2022

SUBMISSION DEADLINE: Friday May 13th, 2022 at 2:00PM MST

SUBMISSION METHOD: Via email to cao@marwayne.ca

SUBJECT LINE: Request for Proposals – Asphalt Walking Trail System



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

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1.1 Invitation

This Request for Proposals (the "RFP") is an invitation by the Village of Marwayne (the "Village") to qualified prospective proponents for the construction of an Asphalt Walking Trail System (the "Deliverables").

The purpose of this RFP is to select a qualified contractor to enter into an agreement with the Village of Marwayne for the performance of the work as detailed in this RFP.

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into a contract with the Village. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent". The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

To contact the Village in relation to this RFP, proponents must initiate the communication electronically via email as outlined below. The Village will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Village, other than as outlined below, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

Contact Name: Shannon Harrower, Chief Administrative Officer

Contact Email: cao@marwayne.ca

1.4 Proponent's Questions

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Prior to the Deadline for Questions, proponents may seek additional information in relation to this RFP via email in accordance with the provisions set forth above. The Village will not accept any proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, questions related to this RFP are to be submitted via email with a subject line of "Submit a Question – Asphalt Walking Trail System" on or before May 4th, 2022. Questions or inquiries received beyond that date, or by any other means except email to cao@marwayne.ca, shall not be responded to.

1.5 Type & Term of Contract

The selected proponent will be required to sign an agreement with the Village for the provision of the Deliverables. The term of the agreement will be in effect until the completion of the Deliverables, but not beyond March 31st, 2023.

1.6 Key Dates

The RFP timetable is tentative only and may be changed by the Village at any time. For greater clarity, business days means all days that the Village is open for business.

Issue Date	April 26 th , 2022
Deadline for Questions	May 4 th , 2022
Submission Deadline	May 13 th , 2022
Execution of Agreement	May 20 th , 2022

1.8 Submission of Proposals

Proposals must be submitted electronically via email. It is strongly encouraged that proponents also submit a paper copy of their proposal, in-person or via

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courier, to the Village as outlined below. Paper copies will not be time stamped and do not count as a formal submission as it relates to this RFP.

The Village of Marwayne
Attention: Chief Administrative Officer
Box 113 – 210 Second Avenue South
Marwayne AB T0B 2X0
Cao@marwayne.ca

1.9 Proposals to be Submitted on Time

Proposals must be finalized and submitted on or before the Submission Deadline. The time of receipt of proposals is determined by the email timestamp. Late submissions will not be accepted via email and will be disqualified as late.

Proponents are cautioned that the timing of submissions is based on when the proposal is received by email. All proposals are deemed received at the time in which the email is received. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late. Proponents submitting near the Submission Deadline do so at their own risk.

The Village will send a confirmation of receipt email to the proponent advising when the proposal was submitted successfully electronically. If you do not receive a confirmation email, please contact the Village Chief Administrative Officer immediately at: cao@marwayne.ca.

1.10 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions outlined in this RFP. Documents should not be embedded within upload files, as the embedded files may not be accessible or evaluated. The Village requests that proposals be submitted in the form of a Microsoft Word document or Adobe PDF file only.

1.11 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Submission Deadline.

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1.12 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal via email. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the Village at cao@marwayne.ca and must be signed by an authorized representative of the proponent.

1.13 Deliverables

The Village is inviting interested and competent companies and contractors to submit proposals for the design, supply and installation of an Asphalt Walking Trail System within the municipal boundary of the Village of Marwayne. The project would see the construction of a new trail system, to continue the trajectory of the Village's current trail system, which will increase the opportunity for play and public interaction in the community.

The Village of Marwayne is interested in engaging the services of a qualified company that is capable of supplying all services required for this project. The selected company would be responsible for all aspects of this project, including the acquisition of services of any sub-contractors as is required.

The proponent is responsible for developing, designing, supplying, delivering, and constructing a new Asphalt Walking Trail System that utilizes the space provided, is accessible and interactive for all ages and abilities, aesthetically pleasing and is built of quality materials to allow for durability and lengthy lifespan of the asset. The proponent is responsible for supplying in their proposal, a conceptual plan of their proposed Asphalt Walking Trail System including the dimensions, components, location, materials, any extras (if applicable), etc.

Each proposal must include:

- A plan complete with design standards conforming to the City of Lloydminster's specifications for a 5 foot wide Asphalt Walking Trail System;
- A price list of the various components and materials which shall comprise the walking trail structure;

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- All construction requirements, including but not limited to, excavation, base preparation, removal and disposal of waste, tree and/or fence removal and replacement, stripping and supply of topsoil, granular base, post construction landscaping, clay fill (if needed) and cleanup of debris.

The proponent must:

- Ensure that all damage to Village amenities/property is repaired at the proponent's expense and to the approval of the Village;
- Provide a construction schedule with fixed sum prices in Canadian Dollars;
- Guarantee workmanship and material for a minimum period of two (2) years through a written description of the warranty as part of the proponent's proposal;
- Examine the site as a means of ensuring that the conditions are suitable for construction;
- Notify all utility agencies regarding the construction area to obtain the necessary stakeouts and permits for those services;
- Acknowledge responsibility, carry out the repairs and assume all costs related to the damage of any underground utility connections or services in the completion of the Deliverables under this RFP and the agreement with the Village;
- Adequately mark the work site with signage for the duration of construction to ensure the safety of residents and other contractors and employees;
- Ensure all contractors and subcontractors are adhering to OH&S regulations and are wearing proper personal protective equipment; and
- Ensure that the site is cleaned up and that the project is fully compliant with all applicable laws, safety codes, Village bylaws and Village policies.

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Evaluation Process & Criteria

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Proposals from all proponents will be opened and evaluated privately by the Village. In assessing the proposals, the Village will take into consideration the following evaluation criteria:

- Qualifications, experience and capacity of the proponent to provide and successfully complete all of the services required by the Village as well as any optional services offered by the proponent, in a timely, safe, efficient and quality manner;
- Proponent's overall fee proposal;
- Terms of the agreement that the proponent is prepared to accept;
- The completeness of a proponent's proposal; and
- Such other criteria as the Village considers relevant.

The Village has not predetermined the relative importance of the above evaluation criteria. The Village shall select the proponent that provides the best overall value, as determined by the Village in its sole discretion, having regard to the evaluation criteria referred to in the table below. Proposals will be evaluated on the basis of the information provided in response to this RFP. In addition, in assessing the proponent's qualifications, experience and capacity, the Village may also consider the following:

- Clarifications and/or additional information that may be supplied pursuant to the requests from the Village;
- Interviews and/or reference checks that may be conducted at the Village's discretion;
- Previous experience working with the Village; and
- Information received from any source that the Village considers reliable.

Proponents are advised that the evaluation process is subjective in nature and the Village's intention is to consider, in its sole discretion, each proposal on its merits and compliance with the submission, technical, pricing and non-pricing requirements as outlined in this RFP.

The Village may interview and/or negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the agreement terms prior to the execution of a legally binding contract between the proponent and the Village.

The following table sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

Pricing will be scored based on a relative pricing formula:

Lowest price / proponent's price x weighting = proponent's pricing point

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Non-Price Rated Criteria Category	Weighting (Points)
Experience and Qualifications a) Proponent Experience b) Team Experience incl. sub-consultants, where applicable	30
c) Methodology, Workplan, Deliverables and Schedule	40
Pricing	30
Total Points	100

2.2 Non-Price Rated Criteria

The Village will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in this RFP.

2.3 Pricing

The Village will score the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in this RFP. The evaluation of the price will be undertaken after the evaluation of the mandatory, technical and non-price rated criteria requirements has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Village may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Village may reject the proposal.

2.4 Ranking of Proponents

After a review of the mandatory, technical, non-price, and price related criteria has been conducted by the Village, the points for each category will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to finalize the agreement with the



Village. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5 Failure to Enter into Agreement

If the pre-conditions of award listed in this RFP are not satisfied or if the parties cannot finalize the agreement for the Deliverables within a timeframe suitable to the Village, the Village may invite the next-best-ranked proponent to enter into an agreement with the Village. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible, or until the Village elects to cancel the RFP process.

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 Proponents to Follow Instructions

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Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified at the sole discretion of the Village.

3.2 Proposals in English

All proposals are to be in English only.

3.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.4 Past Performance

In the evaluation process, the Village may consider the proponent's past performance or conduct on previous contracts with the Village. Proponent's may also be asked to submit additional information pertaining to their past experience, qualifications and such other information that the Village might reasonably require.

3.5 Information in RFP Only an Estimate

The Village and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown or data contained in this RFP are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.



3.6 Proponents to Bear their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations. This RFP does not create any legal obligations between the Village and any proponent.

3.7 Proposals to be Retained by the Village

The Village will not return any proposals or any accompanying documentation submitted by a proponent.

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Village makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be signed with the selected proponent may or may not be an exclusive contract for the provision of the described Deliverables. The Village may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing via email to cao@marwayne.ca on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means.

The Village is under no obligation to provide additional information, and the Village is not responsible for any information provided by or obtained from any source other than the Chief Administrative Officer via email. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Village is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.10 Verify, Clarify, and Supplement

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When evaluating proposals, the Village may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Village may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.11 Notification to Other Proponents

Once an agreement is executed by the Village and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.12 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - having or having access to confidential information of the Village in the preparation of its proposal that is not available to other proponents;
 - having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:



- could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
- could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.13 Disqualification

The Village may disqualify a proponent for any conduct, situation, or circumstance, determined by the Village, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

The Village may also disqualify a proponent or terminate an agreement subsequently entered into if the Village determines that the proponent has engaged in any conduct prohibited by this RFP.

3.14 Prohibited Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest.

Proponents must also not, at any time, directly or indirectly communicate with the media or make any public announcements or news releases in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Village by submitting an email to the Chief Administrative Officer at cao@marwayne.ca.

3.15 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.16 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees,

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officers, agents, elected or appointment officials, or other representatives of the Village; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.17 Proponent Suspension

The Village may suspend a proponent or one of its subcontractors from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the proponent to honor its submitted pricing or other commitments;
- engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- any conduct, situation, or circumstance determined by the Village, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.18 Confidential Information and FOIP

All information provided by or obtained from the Village in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Village and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from the Village; and
- must be returned by the proponent to the Village immediately upon the request of the Village.

All proposals submitted to the Village become the property of the Village in their entirety. Submissions and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the *Freedom of Information and Protection of Privacy Act* ("FOIP Act"). The successful proponent acknowledges that the FOIP Act applies to all information or records, as defined in the FOIP Act, which are collected or created

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for the purposes of the agreement and within the successful proponent's custody or control.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Village. The confidentiality of such information will be maintained by the Village, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Village to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted via email to the Chief Administrative officer at cao@marwayne.ca.

3.19 No Contact until Execution of Written Agreement

This procurement process is not intended to create and will not create a formal, legally binding bidding process until the execution of a written agreement has been finalized by the Village's solicitor. Neither the proponent nor the Village will have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.20 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Village to enter into an agreement for the Deliverables.

3.21 Cancellation

Submission of a proposal does not obligate the Village to accept any proposal or to proceed further with any of the Deliverables. Consideration of any proposal shall be in the Village's sole discretion. The Village may cancel or amend the RFP process

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without liability or explanation at any time. The Village may, in its absolute and sole discretion:

- reject any and all proposals;
- modify or vary any aspect of this RFP at any time before or after the submission of proposals, prior to the execution of a written agreement;
- discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation;
- allow any proponent submitting a proposal to modify or vary any aspect of their proposal;
- issue a new RFP or other procurement document based on the same or changed specifications, scope of work, or other requirements; and
- cancel the procurement in its entirety.

3.22 Governing Law and Interpretation

These terms and conditions of the RFP process:

- are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision;
- are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

PART 4 – ADDITIONAL PROVISIONS AND RESPONSIBILITIES

4.1 Material Disclosures

The Village has allocated a budget of \$150,000.00 for the completion of all Deliverables under this RFP. All components and provision of the Deliverables should be provided within the budget allocated, however, if the proponent is unable to

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provide the full scope of the Deliverables within the allocated budget, then the proponent's proposal must indicate which components and/or requirements can be completed and delivered within the budget and detailing separately, the total cost to complete all of the Deliverables and project requirements.

4.2 Mandatory Submission Requirements

Each proponent must provide the following in their proposal.

- **Pricing**
 - Each proposal must include pricing information that complies with the instructions set out in this RFP.
 - Rates must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
 - Unless otherwise indicated in the pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- **Company Overview**
 - A brief description of your company, including any qualifications you consider relevant.
- **Proponent Experience**
 - A detailed listing of your company's relevant experience within the last ten (10) years including the location, size, projects of similar nature, client/agency name, scope, date, and contacts. Municipal project experience preferred.
- **Capacity**
 - The Village expects that the proponent will have sufficient resources available to meet the service requirements of the Village in a timely and efficient manner. Provide a brief description of your companies staffing resources that will be utilized to meet the service requirements of the Village including but not limited to:
 - A list of key members of the team who would be assigned to the Village's project, including names, location, qualifications,

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relevant experiences, roles/involvement. Relevant experience should address, but not be limited to, each team members years of experience relevant to this RFP and project.

- A listing of the sub-contractors (if applicable), their relevant experience to the project, the estimated amount of time to be spent on the project, the roles and responsibilities of any agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- A list of the equipment (including the year, type and brand) that will be utilized to carry out the Deliverables.

- **Schedule**

- The commencement of the work is expected to begin in May 2022 and conclude no later than September 2022. It is encouraged that proponents submit schedules detailing that the work would conclude as soon as is possible, well in advance of the aforementioned deadline. Proponents must provide a schedule for the performance of the Deliverables.

- **Fees**

- The Village expects that the Deliverables will be performed for a fixed sum. Proponents must provide a fixed sum price in Canadian Dollars for the Deliverables, exclusive of any applicable GST.
- At the option of the Village, hourly rates may be used for valuing certain changes to the Deliverables. Provide a complete list of hourly rates in Canadian Dollars, exclusive of GST.
- The successful proponent will be required to provide a bid bond or certified cheque of ten percent (10%) of the total bid amount payable to the Village of Marwayne. The cheques of unsuccessful bidders will be returned as soon as the contract is awarded. The bidder agrees that the certified cheque or bid bond may be forfeited as liquidated damages in the event that the proponent fails to comply with the provisions of this RFP.

- **Insurance Coverage and WCB**

- The Contractor shall provide verification of insurance and WCB. If the required insurance is not in place, a letter from the proponent's



insurance broker certifying that the required insurance will be issued to the proponent if the said proponent is the successful, shall be included with the proposal. The Village requires that proponents carry commercial general liability insurance and automobile insurance policies each in an amount of not less than \$5,000,000.00 per occurrence.

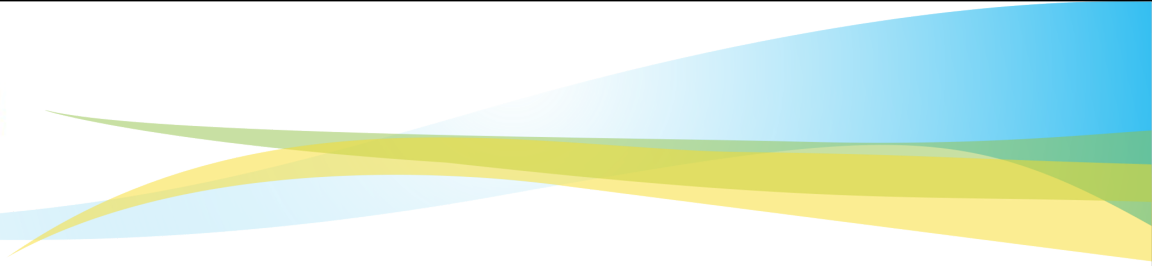
- Verification of WCB coverage should be in the form of a letter from WCB confirming that the Contractor's account is current. The proponent must also provide evidence of insurance against claims arising from the Deliverables where bodily injury, death or property damage may occur.

- **Payment**
 - Payments shall be made according to the Village's account payable procedures following receipt of an invoice.
 - Final payment shall be made once:
 - The final invoice has been received;
 - The final testing of the Spray Park Apparatus has been conducted and after the Village has ensured that there are no equipment or mechanical failures;
 - All Deliverables have been met;
 - All non-project infrastructure that was or may have been damaged is returned to its original condition and approved by the Village; and
 - An inspection of the site by the Village has been completed and a written signoff of the project has been provided to the proponent.

- **Agreement**
 - The proponent shall oblige to be bound by a written agreement, prepared by the Village's solicitor, detailing the Deliverables and provisions contained within this RFP which must be signed prior to the commencement of the work.

4.3 Site Map(s)







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**VILLAGE OF MARWAYNE
REQUEST FOR PROPOSALS FOR
Washroom and Changeroom Facility**

ISSUED: Tuesday April 26th, 2022

SUBMISSION DEADLINE: Friday May 13th, 2022 at 2:00PM MST

SUBMISSION METHOD: Via email to cao@marwayne.ca

SUBJECT LINE: Request for Proposals – Washroom and Changeroom Facility



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Proposals (the "RFP") is an invitation by the Village of Marwayne (the "Village") to qualified prospective proponents for the construction of a Washroom and Changeroom Facility (the "Deliverables").

The purpose of this RFP is to select a qualified contractor to enter into an agreement with the Village of Marwayne for the performance of the work as detailed in this RFP.

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into a contract with the Village. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent". The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

To contact the Village in relation to this RFP, proponents must initiate the communication electronically via email as outlined below. The Village will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Village, other than as outlined below, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

Contact Name: Shannon Harrower, Chief Administrative Officer

Contact Email: cao@marwayne.ca

A: Box 113 – 210 2nd Avenue South Marwayne AB T0B 2X0 **P:** 780-847-3962 **E:** cao@marwayne.ca



1.4 Proponent's Questions

Prior to the Deadline for Questions, proponents may seek additional information in relation to this RFP via email in accordance with the provisions set forth above. The Village will not accept any proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, questions related to this RFP are to be submitted via email with a subject line of "Submit a Question – Washroom and Changeroom Facility" on or before May 4th, 2022. Questions or inquiries received beyond that date, or by any other means except email to cao@marwayne.ca, shall not be responded to.

1.5 Type & Term of Contract

The selected proponent will be required to sign an agreement with the Village for the provision of the Deliverables. The term of the agreement will be in effect until the completion of the Deliverables, but not beyond March 31st, 2023.

1.6 Key Dates

The RFP timetable is tentative only and may be changed by the Village at any time. For greater clarity, business days means all days that the Village is open for business.

Issue Date	April 26 th , 2022
Deadline for Questions	May 4 th , 2022
Submission Deadline	May 13 th , 2022
Execution of Agreement	May 20 th , 2022



1.8 Submission of Proposals

Proposals must be submitted electronically via email. It is strongly encouraged that proponents also submit a paper copy of their proposal, in-person or via courier, to the Village as outlined below. Paper copies will not be time stamped and do not count as a formal submission as it relates to this RFP.

The Village of Marwayne
Attention: Chief Administrative Officer
Box 113 – 210 Second Avenue South
Marwayne AB T0B 2X0
Cao@marwayne.ca

1.9 Proposals to be Submitted on Time

Proposals must be finalized and submitted on or before the Submission Deadline. The time of receipt of proposals is determined by the email timestamp. Late submissions will not be accepted via email and will be disqualified as late.

Proponents are cautioned that the timing of submissions is based on when the proposal is received by email. All proposals are deemed received at the time in which the email is received. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late. Proponents submitting near the Submission Deadline do so at their own risk.

The Village will send a confirmation of receipt email to the proponent advising when the proposal was submitted successfully electronically. If you do not receive a confirmation email, please contact the Village Chief Administrative Officer immediately at: cao@marwayne.ca.

1.10 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions outlined in this RFP. Documents should not be embedded within upload files, as the embedded files may not be accessible or evaluated. The Village requests that proposals be submitted in the form of a Microsoft Word document or Adobe PDF file only.

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1.11 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Submission Deadline.

1.12 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal via email. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the Village at cao@marwayne.ca and must be signed by an authorized representative of the proponent.

1.13 Deliverables

The Village is inviting interested and competent companies and contractors to submit proposals for the design, supply, construction and installation of a new Washroom and Changeroom Facility at Westview Park, located within the municipal boundary of the Village of Marwayne. The project would see the construction of a new Washroom and Changeroom which will provide additional amenities for the residents and visitors enjoying time in one of the Village's recreational spaces.

The Village of Marwayne is interested in engaging the services of a qualified company that is capable of supplying all services required for this project. The selected company would be responsible for all aspects of this project, including the acquisition of services of any sub-contractors as is required.

The proponent is responsible for developing, designing, supplying, delivering, and installing a new Washroom and Changeroom Facility that utilizes the space provided, is accessible and interactive for all ages and abilities, aesthetically pleasing and is built of quality materials to allow for durability and lengthy lifespan of the asset. The proponent is responsible for supplying in their proposal, a conceptual plan of their proposed Washroom and Changeroom Facility including

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the dimensions, components, location of water and sewer supply and connection, the apparatuses, materials, any extras (if applicable), etc.

Each proposal must include:

- Brand new facility, complete with toilets, sinks, mirrors, benches, baby change pads and air dryers;
- A price list of the various equipment and features available for all age groups and accessibility levels; and
- All services, controls, equipment, concrete slab base, excavation, 2 inch water line connections (inclusive of backflow prevention and pressure control), 4 inch sewer line connections, electricity connections, post construction landscaping and materials for a complete and operational Washroom and Changeroom Facility.

The Washroom and Changeroom Facility should include, at minimum, the following:

- Two (2) site layout plan drawings, a minimum of 11'x17' in size, showing all equipment, model numbers, colors available, etc.;
- Concrete pad for the Washroom and Changeroom Facility suitable and accessible to all ages and abilities;
- A men's washroom/changeroom with one (1) stall, one (1) sink, bench, mirror and baby change station;
- A women's washroom/changeroom with one (1) stall, one (1) sink, bench, mirror and baby change station; and
- A family washroom/changeroom with two (2) stalls, two (2) sinks, benches, mirrors and baby change station.

The proponent must:

- Ensure that all damage to park amenities/property is repaired at the proponent's expense and to the approval of the Village;
- Provide a construction schedule with fixed sum prices in Canadian Dollars;
- Ensure all materials and components are new, tamper resistant, resistant to corrosion and structurally sound;
- Guarantee workmanship and material for a minimum period of two (2) years through a written description of the warranty as part of the proponent's proposal;
- Examine the site as a means of ensuring that the conditions are suitable for construction;
- Notify all utility agencies regarding the construction area to obtain the necessary stakeouts and permits for those services;

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- Acknowledge responsibility, carry out the repairs and assume all costs related to the damage of any underground utility connections or services in the completion of the Deliverables under this RFP and the agreement with the Village;
- Enclose the work site for the duration of construction to ensure the safety of residents and other contractors and employees;
- Ensure all contractors and subcontractors are adhering to OH&S regulations and are wearing proper personal protective equipment; and
- Ensure that the site is cleaned up and that the project is fully compliant with all applicable laws, safety codes, Village bylaws and Village policies.



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Evaluation Process & Criteria

Proposals from all proponents will be opened and evaluated privately by the Village. In assessing the proposals, the Village will take into consideration the following evaluation criteria:

- Qualifications, experience and capacity of the proponent to provide and successfully complete all of the services required by the Village as well as any optional services offered by the proponent, in a timely, safe, efficient and quality manner;
- Proponent's overall fee proposal;
- Terms of the agreement that the proponent is prepared to accept;
- The completeness of a proponent's proposal; and
- Such other criteria as the Village considers relevant.

The Village has not predetermined the relative importance of the above evaluation criteria. The Village shall select the proponent that provides the best overall value, as determined by the Village in its sole discretion, having regard to the evaluation criteria referred to in the table below. Proposals will be evaluated on the basis of the information provided in response to this RFP. In addition, in assessing the proponent's qualifications, experience and capacity, the Village may also consider the following:

- Clarifications and/or additional information that may be supplied pursuant to the requests from the Village;
- Interviews and/or reference checks that may be conducted at the Village's discretion;
- Previous experience working with the Village; and
- Information received from any source that the Village considers reliable.

Proponents are advised that the evaluation process is subjective in nature and the Village's intention is to consider, in its sole discretion, each proposal on its merits and compliance with the submission, technical, pricing and non-pricing requirements as outlined in this RFP.

The Village may interview and/or negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the agreement terms prior to the execution of a legally binding contract between the proponent and the Village.

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The following table sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

Pricing will be scored based on a relative pricing formula:

$$\text{Lowest price} / \text{proponent's price} \times \text{weighting} = \text{proponent's pricing point}$$

Non-Price Rated Criteria Category	Weighting (Points)
Experience and Qualifications	
a) Proponent Experience	
b) Team Experience incl. sub-consultants, where applicable	30
c) Methodology, Workplan, Deliverables and Schedule	40
Pricing	30
Total Points	100

2.2 Non-Price Rated Criteria

The Village will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in this RFP.

2.3 Pricing

The Village will score the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in this RFP. The evaluation of the price will be undertaken after the evaluation of the mandatory, technical and non-price rated criteria requirements has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Village may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Village may reject the proposal.



2.4 Ranking of Proponents

After a review of the mandatory, technical, non-price, and price related criteria has been conducted by the Village, the points for each category will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to finalize the agreement with the Village. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5 Failure to Enter into Agreement

If the pre-conditions of award listed in this RFP are not satisfied or if the parties cannot finalize the agreement for the Deliverables within a timeframe suitable to the Village, the Village may invite the next-best-ranked proponent to enter into an agreement with the Village. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible, or until the Village elects to cancel the RFP process.



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified at the sole discretion of the Village.

3.2 Proposals in English

All proposals are to be in English only.

3.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.4 Past Performance

In the evaluation process, the Village may consider the proponent's past performance or conduct on previous contracts with the Village. Proponent's may also be asked to submit additional information pertaining to their past experience, qualifications and such other information that the Village might reasonably require.

3.5 Information in RFP Only an Estimate

The Village and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown or data

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contained in this RFP are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.6 Proponents to Bear their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations. This RFP does not create any legal obligations between the Village and any proponent.

3.7 Proposals to be Retained by the Village

The Village will not return any proposals or any accompanying documentation submitted by a proponent.

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Village makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be signed with the selected proponent may or may not be an exclusive contract for the provision of the described Deliverables. The Village may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing via email to cao@marwayne.ca on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means.

The Village is under no obligation to provide additional information, and the Village is not responsible for any information provided by or obtained from any source other than the Chief Administrative Officer via email. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Village

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is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.10 Verify, Clarify, and Supplement

When evaluating proposals, the Village may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Village may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.11 Notification to Other Proponents

Once an agreement is executed by the Village and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.12 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - having or having access to confidential information of the Village in the preparation of its proposal that is not available to other proponents;
 - having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or

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- engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.13 Disqualification

The Village may disqualify a proponent for any conduct, situation, or circumstance, determined by the Village, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

The Village may also disqualify a proponent or terminate an agreement subsequently entered into if the Village determines that the proponent has engaged in any conduct prohibited by this RFP.

3.14 Prohibited Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest.

Proponents must also not, at any time, directly or indirectly communicate with the media or make any public announcements or news releases in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Village by submitting an email to the Chief Administrative Officer at cao@marwayne.ca.

3.15 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

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3.16 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointment officials, or other representatives of the Village; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.17 Proponent Suspension

The Village may suspend a proponent or one of its subcontractors from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the proponent to honor its submitted pricing or other commitments;
- engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- any conduct, situation, or circumstance determined by the Village, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.18 Confidential Information and FOIP

All information provided by or obtained from the Village in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Village and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from the Village; and

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- must be returned by the proponent to the Village immediately upon the request of the Village.

All proposals submitted to the Village become the property of the Village in their entirety. Submissions and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the *Freedom of Information and Protection of Privacy Act* ("FOIP Act"). The successful proponent acknowledges that the FOIP Act applies to all information or records, as defined in the FOIP Act, which are collected or created for the purposes of the agreement and within the successful proponent's custody or control.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Village. The confidentiality of such information will be maintained by the Village, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Village to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted via email to the Chief Administrative officer at cao@marwayne.ca.

3.19 No Contact until Execution of Written Agreement

This procurement process is not intended to create and will not create a formal, legally binding bidding process until the execution of a written agreement has been finalized by the Village's solicitor. Neither the proponent nor the Village will have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.20 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could

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adversely impact any such evaluation or ranking or the decision of the Village to enter into an agreement for the Deliverables.

3.21 Cancellation

Submission of a proposal does not obligate the Village to accept any proposal or to proceed further with any of the Deliverables. Consideration of any proposal shall be in the Village's sole discretion. The Village may cancel or amend the RFP process without liability or explanation at any time. The Village may, in its absolute and sole discretion:

- reject any and all proposals;
- modify or vary any aspect of this RFP at any time before or after the submission of proposals, prior to the execution of a written agreement;
- discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation;
- allow any proponent submitting a proposal to modify or vary any aspect of their proposal;
- issue a new RFP or other procurement document based on the same or changed specifications, scope of work, or other requirements; and
- cancel the procurement in its entirety.

3.22 Governing Law and Interpretation

These terms and conditions of the RFP process:

- are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision;
- are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.



PART 4 – ADDITIONAL PROVISIONS AND RESPONSIBILITIES

4.1 Material Disclosures

The Village has allocated a budget of \$50,000.00 for the completion of all Deliverables under this RFP. All components and provision of the Deliverables should be provided within the budget allocated, however, if the proponent is unable to provide the full scope of the Deliverables within the allocated budget, then the proponent's proposal must indicate which components and/or requirements can be completed and delivered within the budget and detailing separately, the total cost to complete all of the Deliverables and project requirements.

4.2 Mandatory Submission Requirements

Each proponent must provide the following in their proposal.

- **Pricing**
 - Each proposal must include pricing information that complies with the instructions set out in this RFP.
 - Rates must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
 - Unless otherwise indicated in the pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- **Company Overview**
 - A brief description of your company, including any qualifications you consider relevant.
- **Proponent Experience**
 - A detailed listing of your company's relevant experience within the last ten (10) years including the location, size, projects of similar nature, client/agency name, scope, date, and contacts. Municipal project experience preferred.

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- **Capacity**

- The Village expects that the proponent will have sufficient resources available to meet the service requirements of the Village in a timely and efficient manner. Provide a brief description of your companies staffing resources that will be utilized to meet the service requirements of the Village including but not limited to:
 - A list of key members of the team who would be assigned to the Village's project, including names, location, qualifications, relevant experiences, roles/involvement. Relevant experience should address, but not be limited to, each team members years of experience relevant to this RFP and project.
 - A listing of the sub-contractors (if applicable), their relevant experience to the project, the estimated amount of time to be spent on the project, the roles and responsibilities of any agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
 - A list of the equipment (including the year, type and brand) that will be utilized to carry out the Deliverables.

- **Schedule**

- The commencement of the work is expected to begin in May 2022 and conclude no later than September 2022. It is encouraged that proponents submit schedules detailing that the work would conclude as soon as is possible, well in advance of the aforementioned deadline. Proponents must provide a schedule for the performance of the Deliverables.

- **Fees**

- The Village expects that the Deliverables will be performed for a fixed sum. Proponents must provide a fixed sum price in Canadian Dollars for the Deliverables, exclusive of any applicable GST.
- At the option of the Village, hourly rates may be used for valuing certain changes to the Deliverables. Provide a complete list of hourly rates in Canadian Dollars, exclusive of GST.
- The successful proponent will be required to provide a bid bond or certified cheque of ten percent (10%) of the total bid amount payable to the Village of Marwayne. The cheques of unsuccessful bidders will

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be returned as soon as the contract is awarded. The bidder agrees that the certified cheque or bid bond may be forfeited as liquidated damages in the event that the proponent fails to comply with the provisions of this RFP.

- **Insurance Coverage and WCB**

- The Contractor shall provide verification of insurance and WCB. If the required insurance is not in place, a letter from the proponent's insurance broker certifying that the required insurance will be issued to the proponent if the said proponent is the successful, shall be included with the proposal. The Village requires that proponents carry commercial general liability insurance and automobile insurance policies each in an amount of not less than \$5,000,000.00 per occurrence.
- Verification of WCB coverage should be in the form of a letter from WCB confirming that the Contractor's account is current. The proponent must also provide evidence of insurance against claims arising from the Deliverables where bodily injury, death or property damage may occur.

- **Payment**

- Payments shall be made according to the Village's account payable procedures following receipt of an invoice.
- Final payment shall be made once:
 - The final invoice has been received;
 - The final testing of the Spray Park Apparatus has been conducted and after the Village has ensured that there are no equipment or mechanical failures;
 - All Deliverables have been met;
 - All non-project infrastructure that was or may have been damaged is returned to its original condition and approved by the Village; and
 - An inspection of the site by the Village has been completed and a written signoff of the project has been provided to the proponent.

- **Agreement**

- The proponent shall oblige to be bound by a written agreement, prepared by the Village's solicitor, detailing the Deliverables and

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provisions contained within this RFP which must be signed prior to the commencement of the work.

4.3 Site Map



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Village of Marwayne
2022 Property Tax Bylaw No. 588-22

A BYLAW OF THE VILLAGE OF MARWAYNE TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY FOR THE 2022 TAXATION YEAR AND IMPOSE A PENALTY ON ALL TAXES REMAINING UNPAID.

WHEREAS the Village of Marwayne in the Province of Alberta has prepared and adopted detailed projections of the municipal revenues, expenses and expenditures as required, at the Council meeting held on April 26th, 2021;

WHEREAS the estimated municipal expenditures and transfers set out in the budget for the Village of Marwayne for 2022 total \$1,790,891;

WHEREAS the estimated municipal revenues and transfers from all sources other than property taxation is estimated at \$1,302,514; and the balance of \$488,467 is to be raised by general municipal taxation;

WHEREAS the annual Alberta School Foundation Fund (ASFF) and Designated Industrial Property Tax requisitions are as follows:

Residential/Farmland	\$96,874.11
Non-Residential	\$15,802.63
Combined Total	\$112,676.74

Designated Industrial \$61.91

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

WHEREAS the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M26, Revised Statutes of Alberta, 2000;

AND WHEREAS the assessed value of all property in the Village of Marwayne as shown on the assessment roll is:

Residential & Farmland	\$36,670,610
Non-Residential	\$3,382,810
Linear	\$800,900
Designated Industrial	\$7,340
Machinery & Equipment	\$107,070
Grant in Lieu	\$64,980
Total Assessment	\$41,033,710

NOW THEREFORE under the authority of the *Municipal Government Act*, the Council of the Village of Marwayne, in the Province of Alberta, enacts as follows:

1. **THAT** the Chief Administrative Officer for the Village of Marwayne is hereby authorized to levy the following rates of taxation on the

Village of Marwayne
2022 Property Tax Bylaw No. 588-22



assessed value of all property as shown on the assessment roll of the Village of Marwayne and outlined in the table(s) below.

General Municipal	Assessment	Mill Rate	Tax Levy
Residential/Farmland	\$36,670,610	10.5000	\$385,041
Non-Residential	\$3,382,810	14.6611	\$63,967
Minimum Tax (Estimate)	-	-	\$39,459
TOTAL (INCL. M/E, DIP, GPOT)	\$41,033,710	-	\$488,467

Requisitions	Assessment	Mill Rate	Tax Levy
ASFF Residential/Farmland	\$36,670,610	2.6417	\$96,874
ASFF Non-Residential	\$3,382,810	3.7706	\$15,802
Designated Industrial/Linear	\$808,240	0.0766	\$61.91

2. **THAT** the minimum amount payable per parcel as property tax for general municipal purposes is \$950;
3. **THAT** all property taxes payable to the Village of Marwayne be due and payable in full on or before the June 30th, 2022;
4. **THAT** on the 1st day of July, 2022, a penalty of 12% will be applied and added to any current taxes not paid on or before June 30th, 2022;
5. **THAT** on the 1st day of January 2023, a penalty of 6% will be applied and added to any arrears taxes not paid on or before December 31st, 2022.
6. **SHOULD** any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining bylaw shall be maintained.

This Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Mayor and Chief Administrative Officer for the Village of Marwayne.

READ A FIRST TIME IN COUNCIL THIS 9TH DAY OF MAY, 2022.

READ A SECOND TIME IN COUNCIL THIS 9TH DAY OF MAY, 2022.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 9TH DAY OF MAY, 2022.

 Chris Neureuter, Mayor

 Shannon Harrower, CAO



Village of Marwayne

2022 Special Culture and Recreation Tax Bylaw No. 589-22

A BYLAW OF THE VILLAGE OF MARWAYNE TO AUTHORIZE THE ANNUAL SPECIAL CULTURE AND RECREATION RATES OF TAXATION TO BE LEVIED AGAINST ALL PROPERTIES FOR THE MARWAYNE AGRIPLEX DEBENTURE PAYMENTS.

- WHEREAS** the Village of Marwayne in the Province of Alberta deems it appropriate to levy a special culture and recreation tax to assist in covering the costs of the debenture for the Marwayne Agriplex;
- WHEREAS** funds are required to meet the Village's financial obligation of remitting the annual debenture payments for the Marwayne Agriplex;
- WHEREAS** the estimated municipal revenues from the special culture and recreation tax are \$22,454 and these revenues will satisfy the 2022 debenture payments for the Marwayne Agriplex;
- AND WHEREAS** the entire Village of Marwayne benefits from the Marwayne Agriplex;
- NOW THEREFORE** under the authority of the *Municipal Government Act*, the Council of the Village of Marwayne, in the Province of Alberta, enacts as follows:
1. **THAT** the Chief Administrative Officer for the Village of Marwayne is hereby authorized to levy \$74.60 on the assessed value of all property as shown on the 2022 assessment roll of the Village of Marwayne.
 2. **THAT** the special culture and recreation tax levy shall be applied to the 2022 notice of assessments and subject to the same provisions as set forth under the Village of Marwayne's Rates of Taxation Bylaw No. 588-22.
 3. **SHOULD** any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining bylaw shall be maintained.

This Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Mayor and Chief Administrative Officer for the Village of Marwayne.

READ A FIRST TIME IN COUNCIL THIS 9th DAY OF MAY, 2022.

READ A SECOND TIME IN COUNCIL THIS 9th DAY OF MAY, 2022.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 9th DAY OF MAY, 2022.

Chris Neureuter, Mayor

Shannon Harrower, CAO

VILLAGE OF MARWAYNE
BUDGET SUMMARY

	REVENUE			EXPENSES			NET			
	YTD 2021	BUDGET 2021	BUDGET 2022	YTD 2021	BUDGET 2021	BUDGET 2022	YTD 2021	BUDGET 2021	BUDGET 2022	VARIANCE (2021-2022)
GENERAL	(180,932)	(130,489)	(138,664)	-	-	-	(180,932)	(130,489)	(138,664)	(8,175)
PROTECTIVE SERVICES	(13,988)	(1,150)	(1,600)	27,582	43,883	43,932	13,594	42,733	42,332	(401)
LEGISLATIVE	-	-	-	19,172	25,850	29,900	19,172	25,850	29,900	4,050
ADMINISTRATION	-	-	-	221,212	228,011	258,145	221,212	228,011	258,145	30,134
PUBLIC WORKS	(272)	(650)	(450)	214,910	260,676	216,579	214,638	260,026	216,129	(43,897)
UTILITIES	(433,270)	(369,400)	(407,690)	417,345	450,420	475,574	(15,925)	81,020	67,884	(13,136)
ENVIRONMENTAL HEALTH	(74,833)	(70,000)	(78,330)	70,264	100,810	74,695	(4,569)	30,810	(3,635)	(34,445)
COMMUNITY SERVICES	(33,173)	(30,400)	(53,025)	30,984	61,562	24,900	(2,189)	31,162	(28,125)	(59,287)
RECREATION & CULTURE	(25,380)	(23,654)	(24,674)	50,960	51,468	92,257	25,580	27,815	67,583	39,768
CAPITAL	(214,692)	(335,266)	(598,081)	293,092	197,000	575,000	78,400	(138,266)	(23,081)	115,185
TOTAL	(976,540)	(961,009)	(1,302,514)	1,345,522	1,419,680	1,790,981	368,981	458,671	488,467	29,796

APPROVED: May XX, 2022



2022 Taxes and Notices of Assessments

TAX COLLECTION

The deadline to pay your 2022 property taxes for both residential and commercial properties is June 30th, 2022 as per Bylaw No. 588-22. If you are on pre-authorized payments however, your account will continue to be debited on the 15th of each month to bring your balance to 0 by December 31st, 2022.

TAX PENALTIES

Failure to remit payment for your property taxes by the deadline will result in a penalty of 12% being applied to all outstanding balances as of July 1st, 2022. A subsequent penalty of 6% will be applied to all outstanding balances as of January 1st, 2023.

TAX ARREARS

Property owners with an account balance of 2 or more years of unpaid property taxes are subject to the tax arrears recovery process as per the *Municipal Government Act*. Please read over your tax notice carefully to ensure your account is up to date and all outstanding taxes have been paid.

PAYMENT OF TAXES

Payment can be made via cash, cheque, bank draft, online banking or credit card through our partnership with ATB financial. You may either come into the Village administrative office, log into your personal banking online, access our website or use the drop box alongside the community hall which is available 24/7 for your convenience. Failure to receive your tax notice does not preclude you from your responsibility to pay your taxes.

ASSESSMENT

Assessment is determined by the Village of Marwayne's assessor Larry James from the Wainwright Assessment Group. The grand total listed on your notice is your property's total assessed value as of July 2021 when the valuation was determined. Please be advised that the Village of Marwayne administration office is unable to make any changes to your property's assessed value.

ASSESSMENT APPEAL PROCESS

Should you disagree with your property assessment, you may contact the Village of Marwayne's assessor Larry James from the Wainwright Assessment Group directly at (780) 842-5002 for further assistance. If after speaking with Mr. James and reviewing your assessment you remain unsatisfied, you may initiate the formal appeal process with the Assessment Review Board. You may not appeal your property tax amount, you may only appeal your property's assessed value.

CONTACT

For more information on how your taxes are calculated or for copies of the bylaws, please visit www.marwayne.ca where you will find our detailed 2022 budget document.

Please contact the Village of Marwayne administration office if the name or address listed on your tax notice is incorrect and we will update our records accordingly.

Address: Box 113, 210 2nd Ave S, Marwayne AB, T0B 2X0 **Phone:** 780-847-3962 **Email:** admin@marwayne.ca



2022 Budget and Taxes Overview

The Village of Marwayne collects property taxes in order to fund day to day operations and provide the level of service Marwayne residents have come to know and expect. To determine the amount the Village needs to raise through property taxes, the Village determines the amount of money required to operate the municipality in any given year and then deducts any known revenues (grants, user fees, etc.). The graph below shows a breakdown of the Village's operational expenses by category as per the 2022 budget.

Property taxes are not a fee for service, but rather a method of distributing the cost for local government services and education taxes fairly throughout a municipality. For every dollar (\$1.00) collected in property taxes, the Village retains \$0.80 and transfers \$0.20 to the Province of Alberta.

The Village of Marwayne's 2022 budget is \$1,790,981 – an increase of \$29,796 over 2020 & 2021. Due to inflation and the cost-of-service provision, the Village has made the necessary budgetary amendments to ensure the municipality's operations are adequately funded and sufficient monies have been allocated towards our reserves, future projects and asset management in the years to come. With provincial grant funding on the decline and non-negotiable municipal requisitions increasing, the Village is tasked with collecting more money than in previous years to fund its operations and ensure its sustainability.

Therefore, the revenue required to offset the Village's 2022 expenses is as follows:

Tax Levies	\$488,467
Grants, Debentures, Reserves, and User Fees	\$1,302,514

General Municipal	Assessment	Mill Rate	Tax Levy
Residential/Farmland	\$36,670,610	10.5000	\$385,041
Non-Residential	\$3,382,810	14.6611	\$63,967
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Designated Industrial/Linear	\$808,240	0.0766	\$61.91

Although one impacts the other, assessment and taxation are very different and each have a distinct and independent process.

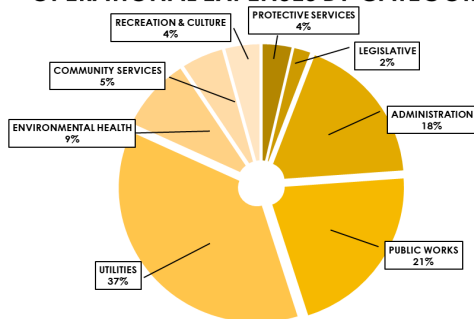
Assessment

The process of estimating a dollar value on a property for taxation purposes. This value is used to calculate the amount of taxes that will be charged to the owner of the property.

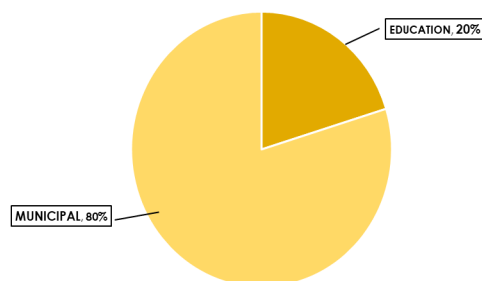
Taxation

The process of applying a tax rate to a property's assessed value to determine the taxes payable by the owner of that property.

OPERATIONAL EXPENSES BY CATEGORY



WHERE YOUR TAX DOLLAR GOES



Address: Box 113, 210 2nd Ave S, Marwayne AB, T0B 2X0 **Phone:** 780-847-3962 **Email:** admin@marwayne.ca



Understanding your 2022 Tax Notice

IMPORTANT DATES

On the top right-hand corner of your combined assessment and tax notice you will find several important dates as follows:

Date mailed: The date your notice was dropped off at the Marwayne post office.

Appeal deadline: The last possible date to appeal your property's assessed value through Larry James at the Wainwright Assessment Group.

Notice of assessment: The date on which the Village of Marwayne prepared your combined assessment and tax notice.

Due date: The date on which your taxes must be paid in full to avoid a 12% penalty on July 1st, 2022 and a subsequent 6% penalty on January 1st, 2023.

CATEGORIES

Your combined assessment and tax notice is comprised of three parts: Assessment, Local Improvements, Property/Recreation Tax and Provincial Policing Costs.

- 1) Your assessment is as determined by the Village's assessor and is based on your property's value as of July 2021.
- 2) Local improvement levies are charges that a municipality collects against properties to recoup the costs of an improvement that was constructed for the specific benefit of a particular property. If nothing is in this box, you are not subject to a levy.
- 3) Property tax is a combination of your municipal taxes, your school taxes and your special culture and recreation tax which is annually applied towards the Agriplex debenture.
- 4) Provincial policing costs were newly introduced in 2021 as per a Provincial Government mandate. All residents and business owners have to pay \$50.60 in 2022 towards policing, compared to the \$34.00 required in 2021. This amount is transferred directly to the province through the Village of Marwayne.

AMOUNT OWING

Your total amount owing is reflective of the following charges:

Municipal Taxes – The Village of Marwayne's mill rate multiplied by your property's assessed value combined with the annual recreation tax and provincial policing costs.

School Taxes – Yearly requisition from the Alberta Provincial Government towards education.

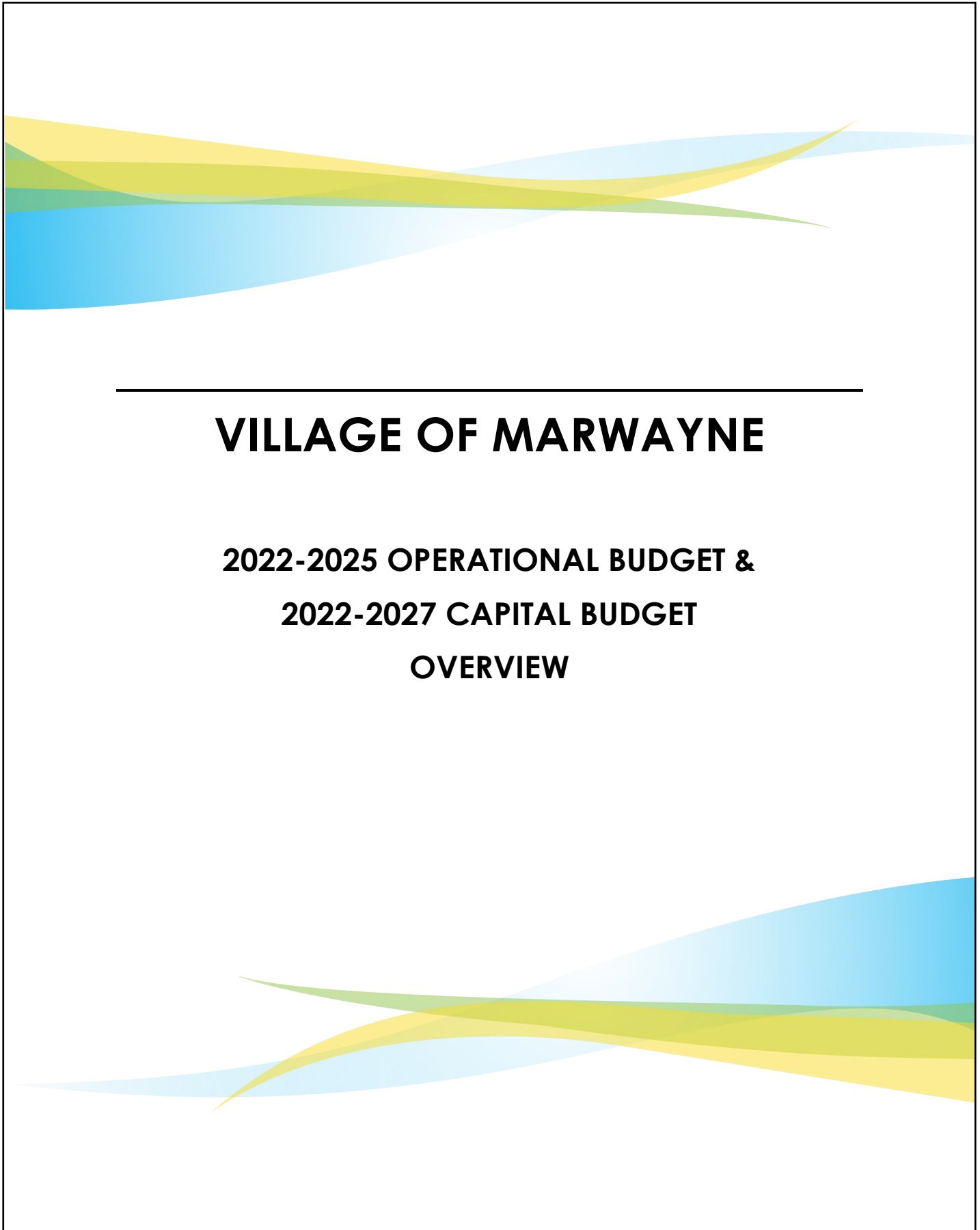
Arrears – Unpaid and outstanding tax balance from previous year(s).

Balance from AR/UB – Unpaid and outstanding balances transferred from your utility account and/or an accounts receivable invoice.

Payments – Amounts paid towards your tax roll account through the tax installment payment plan, cheque, online banking services or credit card throughout the year.

Total Due – Total amount payable to the Village of Marwayne for your 2022 taxes on or before June 30th, 2022.

Address: Box 113, 210 2nd Ave S, Marwayne AB, T0B 2X0 **Phone:** 780-847-3962 **Email:** admin@marwayne.ca



VILLAGE OF MARWAYNE

2022-2025 OPERATIONAL BUDGET & 2022-2027 CAPITAL BUDGET OVERVIEW



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- Special Culture/Recreation & Local Improvement Tax 8
- Provincial Policing 8
- Utilities 9

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Categorical Summary of 2022 Budget 10

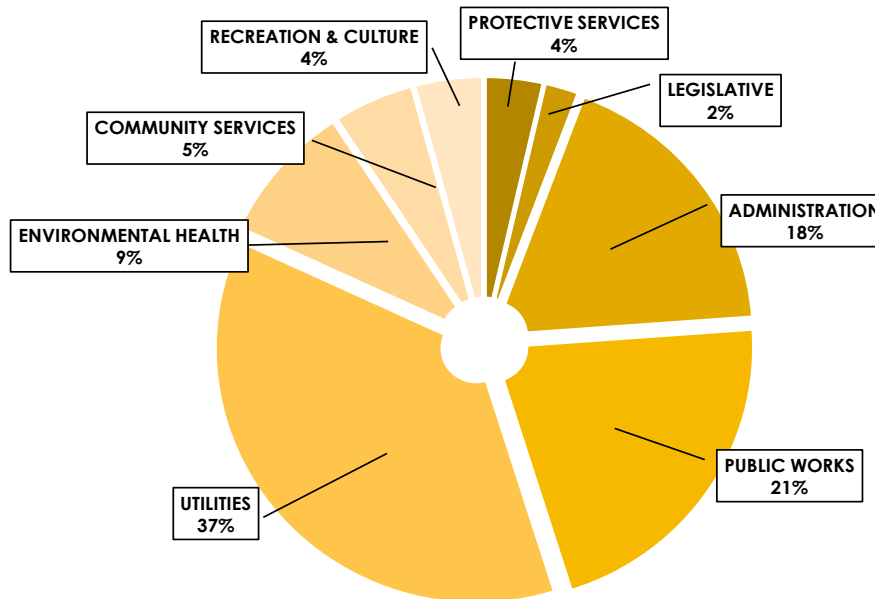
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Property Tax Collection

The Village of Marwayne (hereinafter referred to as “the Village”) collects property taxes in order to fund day to day operations and provide the level of service Marwayne residents have come to know and expect. To determine the amount the Village needs to raise through property taxes, the Village determines the amount of money required to operate the municipality in any given year and then deducts any known revenues (grants, user fees, etc.). The graph below shows a breakdown of the Village's operational expenses by category as per the 2022 budget.

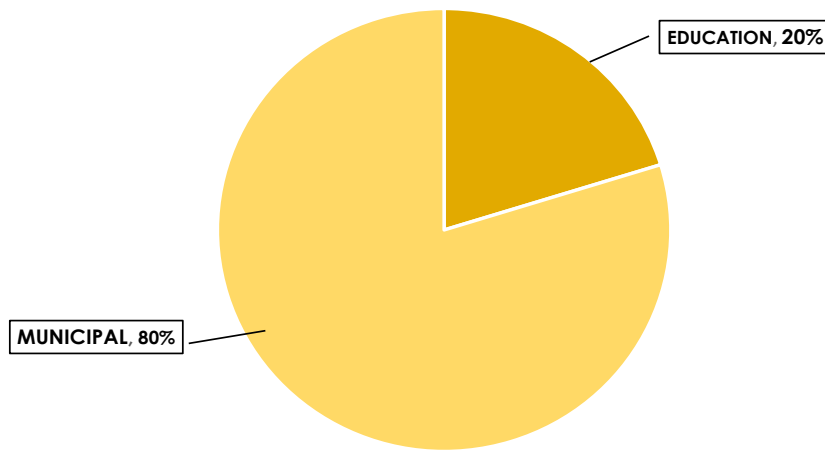
OPERATIONAL EXPENSES BY CATEGORY





Property taxes are not a fee for service, but rather a method of distributing the cost for local government services and education taxes fairly throughout a municipality. For every dollar (\$1.00) collected in property taxes, the Village retains \$0.80 and transfers \$0.20 to the Province of Alberta.

WHERE YOUR TAX DOLLAR GOES



Assessment

In 2020, the Village's total assessment for all properties was \$41,981,930. Comparatively, the Village's total assessment for all properties in 2021 was \$40,676,600. Fortunately, the Village's assessment slightly increased in 2022 coming in at \$41,033,710. Assessment has major budgetary implications for Council to consider in passing the 2022 Property Tax Bylaw 588-22 which establishes the 2022 mill rates and associated levies for the current fiscal year.

The 2022 assessment is based on the value of properties as of July 1, 2021



Relationship between Property Taxes and Assessment Values

Although one impacts the other, assessment and taxation are very different and each have a distinct and independent process.

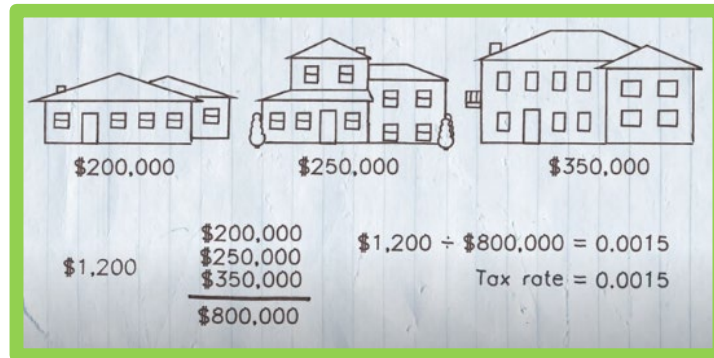
Assessment

The process of estimating a dollar value on a property for taxation purposes. This value is used to calculate the amount of taxes that will be charged to the owner of the property.

Taxation

The process of applying a tax rate to a property's assessed value to determine the taxes payable by the owner of that property.

For ease of reference, the City of Airdrie created an exemplary informational tutorial on how property tax assessment and taxation work together in this short video: https://www.youtube.com/watch?v=QY8GDQCK_pU.



Budget Requirements

The Village of Marwayne's 2022 budget is \$1,790,981 – an increase of \$29 769 over 2021. Due to inflation and the cost of service provision, the Village of Marwayne has made the necessary budgetary amendments to ensure the municipality's operations are adequately funded and sufficient monies have been allocated towards our reserves, future projects and asset management in the years to come.



With provincial grant funding on the decline and municipal requisitions increasing, the Village is tasked with collecting more money than in previous years to fund its operations.

Therefore, the revenue required to offset the Village's 2022 expenses is as follows:

Tax Levies	\$488,467
Grants, Debentures, Reserves, and User Fees	\$1,302,514

Rates of Taxation

Minimum Tax Rate

A municipality may levy, by bylaw, a minimum amount of tax on each property. The minimum property tax is not a fixed surcharge – it only applies to a property if the calculated tax rate multiplied by the assessed value of the property is lower than the amount set as the minimum tax.

As per the Village's 2022 Property Tax bylaw 589-22, the minimum tax rate for all Village properties has increased to \$950.

Residential & Non-Residential Rates

The terms tax rate and mill rate are often used interchangeably but one should be wary of the interpretation.

Tax Rate

Is the number that is multiplied by each property's assessed value to determine its property taxes. It is usually expressed in four (4) to six (6) decimal places such as 0.008437. Due to the number of decimal places, municipalities often communicate tax rates as mill rates.

Mill Rate

Is achieved by multiplying the tax rate by 1,000. For example, using the number above, a tax rate of 0.008437 would be presented as 8.44 in mill rate terms.



Legislated Requirements

In accordance with the provisions of the Municipal Government Act (hereinafter referred to as "the MGA"), municipalities must prepare balanced three (3) year operational and five (5) year capital budget plans.

Both the operational and capital budgets are reviewed and updated annually so as to allow Council the flexibility to make changes as necessary. Adjustments to the three (3) and five (5) year plans provides Council with the opportunity to ensure their strategic plan vision and mandate is also in alignment with their financial portfolio and objectives.

The Village's plan, based on asset management and annual grant funding available, is to rehabilitate its water system, wastewater system and transportation system in accordance with the "Infrastructure Condition Assessment" prepared by Associated Engineering and subsequently, Infrastructure Solutions. Further, the Village is actively working on the items identified in the redraft of the Sustainability Plan and Strategic Plan which will be finalized in the spring of 2022.

Education Property Tax Requisition

All property owners in Alberta (with some exceptions, such as non-profit organizations and seniors' lodge facilities) are required to pay the education property tax, based on their property's assessment value and an equalized assessment process. This tax revenue is then pooled into the Alberta School Foundation Fund and distributed among Alberta's public and separate school boards on an equal per-student basis.

The Village of Marwayne, by passing the 2022 Property Tax Bylaw 588-22, has established the mill rates for residential and non-residential properties as well as the parameters for tax collection, deferrals and penalties.

Special Culture and Recreation Tax

A municipality may levy, through an annual bylaw, a special tax to provide or construct a special service that will benefit a defined area within a municipality.

A: Box 113 – 210 2nd Avenue South Marwayne AB T0B 2X0 **P:** 780-847-3962 **E:** admin@marwayne.ca



Examples of special services or constructions include waterworks, sewers, boulevards, drainage ditches, dust treatment, fire protection or recreation services. Special taxes are only paid by the property owners within the defined area.

The Village of Marwayne, through Bylaw 589-22, is responsible for collecting annual special culture and recreational tax funds towards the \$300,000 Marwayne Agriplex Project debenture.

Local Improvement Tax

A municipality may impose a local improvement tax that is levied on properties within a specific area to fund an improvement that is applicable to that area only. Examples of local improvements may include sidewalks, lane lighting, or paving or roads/alleys. Local improvement taxes are applied to the property owners within the defined area and are charged annually over a set number of years. This tax model offers flexibility to levy a tax on a specific area of properties and/or tax property owners based on factors other than property value.

The Village of Marwayne currently collects a local improvement levy for the expansion of utility services and infrastructure on 5th Avenue North through Bylaw 511-12.

Provincial Policing

In 2021, the Provincial Government elected to update the legislation and begin collecting a municipality's policing cost share under the new Policing Funding Model Regulation. A portion of the costs of frontline policing are now allotted back to municipalities based on population, equalized assessment, crime severity, shadow population and detachment location. For the 2022 fiscal year, the Village of Marwayne must remit \$15,432 towards policing. This cost, although not a separate line item on your taxes, makes up approximately \$50.60 of each residential and/or commercial tax levy.



Utilities

The cost of water, sanitary sewer, and garbage is funded by and accounted for using both fixed and variable rates. With the approval of the 2022 utility rates by Council, residents continue to remit payment based on their actual water consumption each month in addition to a flat fee for the provision of water, sanitary sewer and garbage services through Bylaw 576-20. The 2022 utility rates were raised to \$4.25 per cubic meter for residential, commercial, public/industrial and institutional buildings and \$6.50 per cubic meter for bulk water to align with the increase in the cost of purchasing ACE water.

2022 Operational and Capital Budget Summary

Council approved the 2022 operational and capital budgets at the May 9th, 2022 Village Council Meeting.

VILLAGE OF MARWAYNE BUDGET SUMMARY

	REVENUE			EXPENSES			NET			
	YTD 2021	BUDGET 2021	BUDGET 2022	YTD 2021	BUDGET 2021	BUDGET 2022	YTD 2021	BUDGET 2021	BUDGET 2022	VARIANCE (2021-2022)
GENERAL	(180,932)	(130,489)	(138,664)	-	-	-	(180,932)	(130,489)	(138,664)	(8,175)
PROTECTIVE SERVICES	(13,988)	(1,150)	(1,600)	27,582	43,883	43,932	13,594	42,733	42,332	(401)
LEGISLATIVE	-	-	-	19,172	25,850	29,900	19,172	25,850	29,900	4,050
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TOTAL	(976,540)	(961,009)	(1,302,514)	1,345,522	1,419,680	1,790,981	368,981	458,671	488,467	29,796



Categorical Summary of Budget Line Items

General

- Tax Penalties & Costs
- ATCO Franchise Agreement
- Licenses & Permits
- MSI Operating
- Newsletter

Protective Services

- Bylaw Fines
- Pet Licenses
- Remittances
- Course Registration Fees/Training
- Insurance
- Supplies & Maintenance
- Natural Gas
- Fuel
- Provincial Policing

Legislative

- Council Indemnities
- Mileage & Subsistence
- Memberships
- Conference Registrations
- Deductions

Administration

- Salaries/Benefits
- Travel & Subsistence
- Postage/Office Communications
- Legal Fees & Land Title Costs
- Supplies
- Insurance
- Contracted Support
- Bank Charges/Write offs

Public Works

- Travis Permits
- Equipment Maintenance & Repairs
- Salaries
- Contracted Repairs
- Service Provision
- Streetlights
- Sand & Gravel

Utilities

- Consortium
- ACE Water
- Customer Billing
- Monitoring Tests
- Contracted Services

Environmental Health

- Waste Collection
- Transfer Site/Landfill
- Recycling
- Supplies
- Water & Wastewater
- Lagoon Maintenance

Community Services

- Family and Community Support Services
- Planning & Development
- Business Licenses
- Land Sales
- Advertising
- Business Revitalization
- Website

Recreation & Culture

- Summer Student
- Parks Maintenance
- Library Requisition
- Spraying & Pruning
- Mowing



Strategic Plan Synopsis

Although the Village is currently redrafting our strategic plan, the 2022 budget has been prepared based on Council's long standing Strategic Plan in order to align with the Village's *Vision, Mission* and *Mandate*.

Vision: Ensuring quality of life in a safe, viable, and thriving community.

Mission: Pursuing an active and sustainable community through growth and service excellence.

Mandate: Our strategies will develop exceptional community infrastructure, involvement, support and growth.





**General Meeting Minutes
March 16, 2022 6:00 pm
In Person/Online via Video
Lloydminster, AB**

Board Member Attendance in Person: Olen Hillaby, Jonathan Torresan, Joyce Bell

Board Member Attendance via Video Call: Robert Pulyk, Jim Warren, Heather Perryman, Dale Swyripa, Chris Neureuter

Board Member Regrets: Cory McCall, Tim Sawarin, Vaughn Bellin

Community Futures Staff: Corinne McGirr, Kirsten DeSchover, Sharon Munn

CALL TO ORDER

Chair, Olen Hillaby called the meeting to order at 6:00 pm with previously indicated Directors & Staff in attendance.

ADOPTION OF AGENDA

#2021-100 Moved by Robert Pulyk to adopt the agenda as amended (moving section 5 before section 4). Seconded by Joyce Bell

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

January 19, 2021 General Meeting Minutes

#2021-101 Moved by Joyce Bell to adopt the Board Meeting minutes from January 19, 2022 as presented. Seconded by Dale Swyripa

CARRIED UNANIMOUSLY

NEW BUSINESS

a) Loan Policy & Procedure Manual Amendments-

#2021-102 Motion by Robert Pulyk to approve the Loan Policy & Procedure Manual Amendments as presented. Seconded by Jonathan Torresan.

CARRIED UNANIMOUSLY

b) The Handbook Amendments -

#2021-103 Motion by Dale Swyripa to approve Handbook amendments as presented. Seconded by Heather Perryman.

CARRIED UNANIMOUSLY

c) Line of Credit Approval REP009-

#2021-104 Motion by Chris Neureuter to approve Line of Credit REP009 for \$36,000 at 7% interest with accruing interest but no payments until January 1, 2023. Seconded by Dale Swyripa.

CARRIED UNANIMOUSLY

A handwritten signature in blue ink, appearing to be "Int.", written over a horizontal line.

Int.

General Meeting Minutes



- d) **RRRF Deadline amendments with CFNA** – Manager shared document outlining changes to our RRRF contract with CFNA due to the deadline changes to the loan program (initial term is extended to Dec 31, 2023 instead of 2022)

FYI

O. Hillaby leaves meeting at 6:26 pm. J. Torresan assumes Chairperson role.

REPORTS

a) **Financial Reports**

Investment Fund Report as of February 28, 2022

Business Analyst presented the Investment Fund Report as of February 28, 2022.

#2021-105 Motion by Joyce Bell to accept Investment Fund Report as presented. Seconded by Heather Perryman.

CARRIED UNANIMOUSLY

Financial Statements as of February 28, 2022

Manager presented the Financial Statements as of February 28, 2022.

#2021-106 Motion by Jim Warren to accept the Financial Statements as presented. Seconded by Robert Pulyk

CARRIED UNANIMOUSLY

b) **Progress Reports**

Manager's Report

Manager presented the Manager's Report touching on both completed and in progress items for the subjects of Operations, HR & Team, Board Relations, Strategic & Ops Plan, Image and Branding.

#2021-107 Motion by Joyce Bell to accept Manager's Report as presented. Seconded by Dale Swyripa

CARRIED UNANIMOUSLY

ROUND TABLE – New business opening in your community? Have you lost any in the past 3 months?

Robert Pulyk– Town of Vermilion

- New- Hair salon, Bra Store (Perfectly Mentionables), Restaurant (Hungry Hippie)
- Anthony's Closed and for Sale

Jim Warren– Paradise Valley

- Status quo; nothing new, nothing closed

Chris Neureuter– Village of Marwayne

- New – farm/livestock equipment business
- Village purchase of land for business lots

Int.

General Meeting Minutes



Dale Swyripa – County of Vermilion River

- Oil Activity increase

Heather Perryman- Member at Large

- Nothing

Joyce Bell– Village of Kitscoty

- Harvey's Closed

Jonathan Torresan – City of Lloydminster

- Hair salons and barber shops; Bubble Tea place
- New experience-based Canadian Tire to be open later this year, expected to be one of the most unique Canadian Tire stores

IN-CAMERA SESSION

#2021-108 Motion by Robert Pulyk that the meeting moves In-Camera at 7:03 pm

#2021-109 Motion by Chris Neureuter that the meeting moves out of in-camera at 7:07 pm

Next General Meeting – April 20, 2022

Adjournment

Meeting adjourned at 7:08 pm – Joyce Bell

A handwritten signature in blue ink, appearing to read "Olen Hillaby", is written over a horizontal line.

Olen Hillaby, CHAIRPERSON

A handwritten signature in blue ink, appearing to read "Int.", is written over a horizontal line.

From: [James MacDonald](#)
To: [NLLS Board](#); [NLLS Libraries](#); [Library Board Chairs](#); [Staff-NLLS](#)
Subject: Weekly Report 2022-04-22
Date: April 22, 2022 3:55:04 PM
Attachments: [image001.png](#)

Hello Board members, Library staff, and friends of Northern Lights Library System.

CONFERENCE is upon us. The [registration system](#) is now live. Details on the conference speakers and agenda are available on the [conference website](#) early next week.



BOARD

- [Synopsis](#) of the March 4th, 2022 general board meeting.
- Next general board meeting is Saturday May 28th in-person at Elk Point HQ (10:00am).
- The next Executive Committee meeting will be May 28th in-person at Elk Point HQ (8:00am).
- We presented value statements to the municipal councils of [Vermilion River County](#) and the [Town of Vermilion](#).

OPERATIONS

- We were closed for Easter Monday
- We placed a deposit on a new delivery van (Ford Transit). Expected delivery is 12-18 months out. The supply chain issues are serious. Our old Ford Transit at 300k kilometers will continue to push along.
- We received funding from the Canada Student Works program for 2 students at 8 weeks each.
- We have a Technology Services practicum student (Dalin Hatch) starting next Tuesday.
- Our Network Enhancement Plan takes its first tentative steps forward next Tuesday.

LIBRARIES

- Don't forget to signup for the Summer Reading Program. [Details here](#).
- We met with the library board in Vegreville this week.
- Bonnyville Library will be the first in our Microsoft tenant consolidation project – migration for them is next Wednesday.

EXECUTIVE COMMITTEE MEMBERS

NAME	ZONE	EMAIL	PHONE NUMBER
Vicky Lefebvre	Zone 2 - Chair	gillesvicky74@gmail.com	780-573-1926
Curtis Schoepp (ML)	Zone 1	curtisschoepp@gmail.com	780-220-4897

Larry Tiedemann	Zone 1	casperti@telus.net	780-975-0508
Barb Smith (ML)	Zone 1	bsmith@boylealberta.com	780-213-0099
Maxine Fodness	Zone 2	mfodness@county.stpaul.ab.ca	780-645-4778
Matthew McLennan	Zone 3	mmclennan@sturgeoncounty.ca	780-974-4713
Dwayne Spicer	Zone 3	dspicer@redwater.ca	780-942-3519
Jennifer Anheliger (ML)	Zone 3	jennifer.aneliger@morinville.ca	780-340-7296
Leslie Cusack	Zone 4	div7@county24.com	780-787-0600
Josh Crick (ML)	Zone 2	jcrick@md.bonnyville.ab.ca	780-545-5961

ML = Member at Large

Zones

Zone 1

Athabasca County

S.V. of Bondiss
 S.V. of Sunset Beach
 S.V. of Island Lake
 S.V. of Island Lake South
 S.V. of Mewatha Beach
 S.V. of West Baptiste
 S.V. of Whispering Hills
 Smoky Lake County
 Thorhild County
 Town of Athabasca
 Town of Smoky Lake
 Village of Boyle
 Village of Vilna
 Village of Waskatenau

Zone 2

City of Cold Lake

County of St. Paul
 County of Two Hills
 Fishing Lake
 Frog Lake
 Lac La Biche County
 M.D. of Bonnyville
 S.V. of Pelican Narrows
 Town of Bonnyville
 Town of Elk Point
 Town of St. Paul
 Town of Two Hills
 Village of Myrnam

Zone 3

Beaver County

Lamont County
 Sturgeon County
 Town of Bon Accord
 Town of Bruderheim
 Town of Gibbons
 Town of Lamont
 Town of Morinville
 Town of Mundare
 Town of Redwater
 Town of Tofield
 Town of Viking
 Village of Andrew
 Village of Holden
 Village of Ryley

Zone 4

County of Minburn
 County of Vermilion
 River

M.D. of Wainwright
 Town of Vegreville
 Town of Vermilion
 Town of Wainwright
 Village of Chauvin
 Village of Edgerton
 Village of Innisfree
 Village of Irma
 Village of Kitscoty
 Village of Mannville
 Village of Marwayne
 Village of Paradise Valley

If you have questions, concerns, compliments please direct them to the Executive Board representative for your zone.

James MacDonald MLIS, DAS

Executive Director | Northern Lights Library System

E jmacdonald@nlls.ab.ca | www.nlls.ab.ca

P 780.545.5072

Our workplace is situated on Treaty 6 territory, traditional lands of First Nations and Métis peoples.

From: [James MacDonald](#)
To: [NLLS Libraries](#); [NLLS Board](#); [Library Board Chairs](#); [Staff-NLLS](#)
Subject: Weekly Report 2022-04-29
Date: April 29, 2022 4:22:39 PM

Hello Board members, Library staff, and friends of Northern Lights Library System.

CONFERENCE is upon us. [Registration](#) closes May 16th. Do not delay. Joanne sent out further details on the Thursday pre-conference by email, including the LMC and Chairs meeting. See the [details here](#).

BOARD

- [Synopsis](#) of the March 4th, 2022 general board meeting.
- Next general board meeting is Saturday May 28th in-person at Elk Point HQ (10:00am).
- The next Executive Committee meeting will be May 28th in-person at Elk Point HQ (8:00am).
- The Public Library Services Branch is offering a number of board development webinars/training sessions. Webinars start as early as May 3rd and run through June 16th. See [details here](#).

OPERATIONS

- The TRAC society annual general meeting was held this week. I was elected as its secretary. TRAC is the society of 4 regional library systems and powers our shared library software and catalog.
- The Alberta Library's (TAL) annual general meeting was this afternoon. That society appears to be in good health. They make a difference in the licensing for our electronic resources.
- I had a productive meeting with the school in Glendon regarding the potential to open a public library there and was pleased to meet online with school librarians from across the Northern Lights School division.
- Our IT practicum student, Dalin Hatch, arrived this week.

LIBRARIES

- I enjoyed the 40th anniversary celebration of the Bon Accord public library this week. Congratulations Bon Accord.
- I visited with the Gibbons library board on Thursday.
- The tenant consolidation project kicked off with Bonnyville this week. We are learning! You will all need to thank Leah and her staff in Bonnyville for being the guinea pigs for this project. They are working out the kinks with patience and fortitude.

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Village of Boyle
Village of Vilna
Village of Waskatenau

Zone 2

City of Cold Lake

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Fishing Lake
Frog Lake
Lac La Biche County
M.D. of Bonnyville
S.V. of Pelican Narrows
Town of Bonnyville
Town of Elk Point
Town of St. Paul
Town of Two Hills
Village of Myrnam

Zone 3

Beaver County

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Sturgeon County
Town of Bon Accord
Town of Bruderheim
Town of Gibbons
Town of Lamont
Town of Morinville
Town of Mundare
Town of Redwater
Town of Tofield
Town of Viking
Village of Andrew
Village of Holden
Village of Ryley

Zone 4

County of Minburn
County of Vermilion
River
M.D. of Wainwright
Town of Vegreville
Town of Vermilion
Town of Wainwright
Village of Chauvin
Village of Edgerton
Village of Innisfree
Village of Irma
Village of Kitscoty
Village of Mannville
Village of Marwayne
Village of Paradise Valley

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James MacDonald MLIS, DAS

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June 18, 2022

Join The Fun!

Lemonade Day

Building Futures & Stirring Up Success



A fun, experiential program that teaches youth how to START, OWN and MANAGE their VERY OWN BUSINESS - a Lemonade Stand.

Each year participants get to experience entrepreneurship by setting up their Lemonade Stands during their licensed area's community-wide Lemonade Day!

lemonadeday.org/northern-alberta

Lemonade Day!
NORTHERN ALBERTA



Community
Futures Northern Alberta

Our team will be monitoring the covid19 situation and following guidance and guidelines implemented by Canada Public Health and Alberta Health. Will make adjustments to the program as required.



Smarter

Small Business

Marketing Training + Loan = SMARTER Small Business

We understand that new and existing businesses struggle with advertising, promotions, social media and marketing in general because of it's complexity and challenges measuring the benefits. It's often the budget line that gets cut first - ultimately harming the business.

So we've created a program that is a combination of group and one-on-one training coupled with a loan aimed to help you successfully market your business!

The Training

Four x 2 hour workshops in a group setting to learn proven strategies and concepts to reach customers, increase sales, and create business awareness

- The 4 P's of Marketing – back to the basics of Product, Price, Place, and Promotion so you can see how important marketing is and how it impacts so many different areas of decision making
- Customer Avatar Creation – who is your ideal customer? No, it is NOT EVERYONE!
- Value Proposition – why are you in business? What problems are you solving? What makes you undeniable?
- Live By Your Brand – determine your vision, incorporate your value proposition, and then get creative!

Two x 2 hour individual sessions to develop a marketing plan unique to their business

The Loan

- Up to \$5,000 loan funded on successful completion of the Training portion
- 6 months interest only payments to allow you to put your marketing plan into action
- Term loan 36 months at 8%

Qualifications and Details

Program Details

- Program is only open to 10 clients in 2022
- Cost is \$500 (\$100 up front and the rest will be added into the loan upon completion of the program)
- Program Starts in May with training to be completed by June

Qualifications

- Must be within Community Futures Lloydminster & Region's service area
- Must provide registration of tradename or incorporation documents

Apply today:
lloydminsterandregion.albertacf.com/smarter-small-business



Why was our Housing Body organized this way?

At one time Pioneer Lodge and Vermilion Lodge was governed by the same board. Pioneer was always able to meet its expenses which wasn't true of Vermilion Lodge, at that time. Our municipalities wanted to separate the two Lodges and changes were made to the ministerial orders, so the Lodges would be governed by the local Housing Bodies. Vermilion Lodge was taken over by Vermilion & District Housing Foundation, but some members of the Lloydminster Region Housing Group Board were concerned that the provincial government may be able to access rent funds provided by Pioneer residents and use those funds to maintain provincially owned social housing. The Province would only agree to an approving committee for Pioneer. But locally the Board of Pioneer was developed and was provided with its own bank accounts and administration.

We are the only Alberta Housing Body with this organizational chart. The LRHG CAO and the Administrator of Pioneer have contacted multiple HMBs and representatives of Alberta Seniors and Housing. The province has never demanded use of funds generated by Housing Body owned properties. The deed for Pioneer is in the name of LRHG.

Why amalgamate now?

- 1) Pioneer lodge Administrator and LRHG CAO are both retiring, so we have the opportunity to hire one professional to oversee both operations. There is the obvious benefit of cost-saving in paying one salary as opposed to two, however, there are greater benefits to be had.
- 2) Both operations have the same vision in providing good quality, affordable housing to seniors, whether that is independent housing or lodge living. LRHG has the added portfolio of affordable housing for other individuals & families, however, it is all under the 'housing' umbrella.
- 3) One board means one vision of 'housing for all', however that looks in our communities.
- 4) Opportunity to re-align with how the province has always treated us as one housing group. Pioneer Lodge has been operating outside of the Ministerial Order since inception. Pioneer is an "approving committee" with no legal status. There was never meant to be 2 boards.
- 5) LRHG is legally liable & responsible for every decision made at the lodge level, however, has no input into any operational or capital decisions. This has been agreeable to both 'boards' in the past, however, with inevitable changes to long-tenured board members & the retirement of existing management, we foresee legal problems in the future.
- 6) In 2021, the Alberta government announced a 10-year strategy to improve and expand affordable housing. Included in that strategy is the move to board competencies.
- 7) One direction in that strategy is the provincially-owned assets are being re-assessed in 2022, and for the first time since 1995, we have an opportunity to provide input on transfers of property to housing management bodies, retention of properties by GoA, expanding assets or replacing assets. Because of this new direction, there will be opportunities for municipalities and housing bodies to tailor affordable housing to

what is really needed in our area, instead of the cookie-cutter scenario that has been the norm in the past.

8) It will be important for us to have a strong, unified voice for ALL housing options, including seniors, other individuals and families.

9) Both LRHG & the Pioneer have strong financial balance sheets. LRHG in the past 4 years has REMITTED to the province \$1,346,206 (strictly from rental revenue less operating expenses). We have RECEIVED from the province a total of \$495,263 over that same time for capital expenditures. That leaves \$850,943 NET the provincial coffers have received from our communities.

10) Perhaps, within the new provincial strategy, plus a unified voice from one Board, and support at the municipal government level, we will develop ways to keep more of those dollars in the community to better provide housing for our citizens.

11) Two smaller portfolios limits staffing, therefore individuals in both organizations are expect to wear many hats. Amalgamation will allow us to hire personnel with specific skills sets, to concentrate on imperative areas.

How will the amalgamation happen?

1) Administration will, with Board approval, commission an experienced Housing Body CAO to provide a third party assessment of current operations and the changes that should be made to better meet the needs of our new administration. The estimated cost for this service is \$2,500. This process will guarantee accurate staffing levels, ensuring all required duties will be covered while capitalizing on effective duty assignment.

2) The Boards of LRHG and Pioneer will work through a strategy session, estimated price unknown, which will result in the Mission/Vision statement and the initial planning session for our new organization. The process of naming the Board members of our new board will also begin at this session, taking into consideration the competencies requirements of the provincial government.

3) Once the new Board is named a business plan will be developed with the assistance of the current administration. This coincides with the provincial requirements as 2023 is the start of the Housing Management Body Business Plan three-year cycle and we are entering year 1. As per the 2023-25 Business Plan cycle, in year 1 a full submission is required, in year 2 (2024) and in year 3 (2025) an update on the three-year business plan is all that is required.

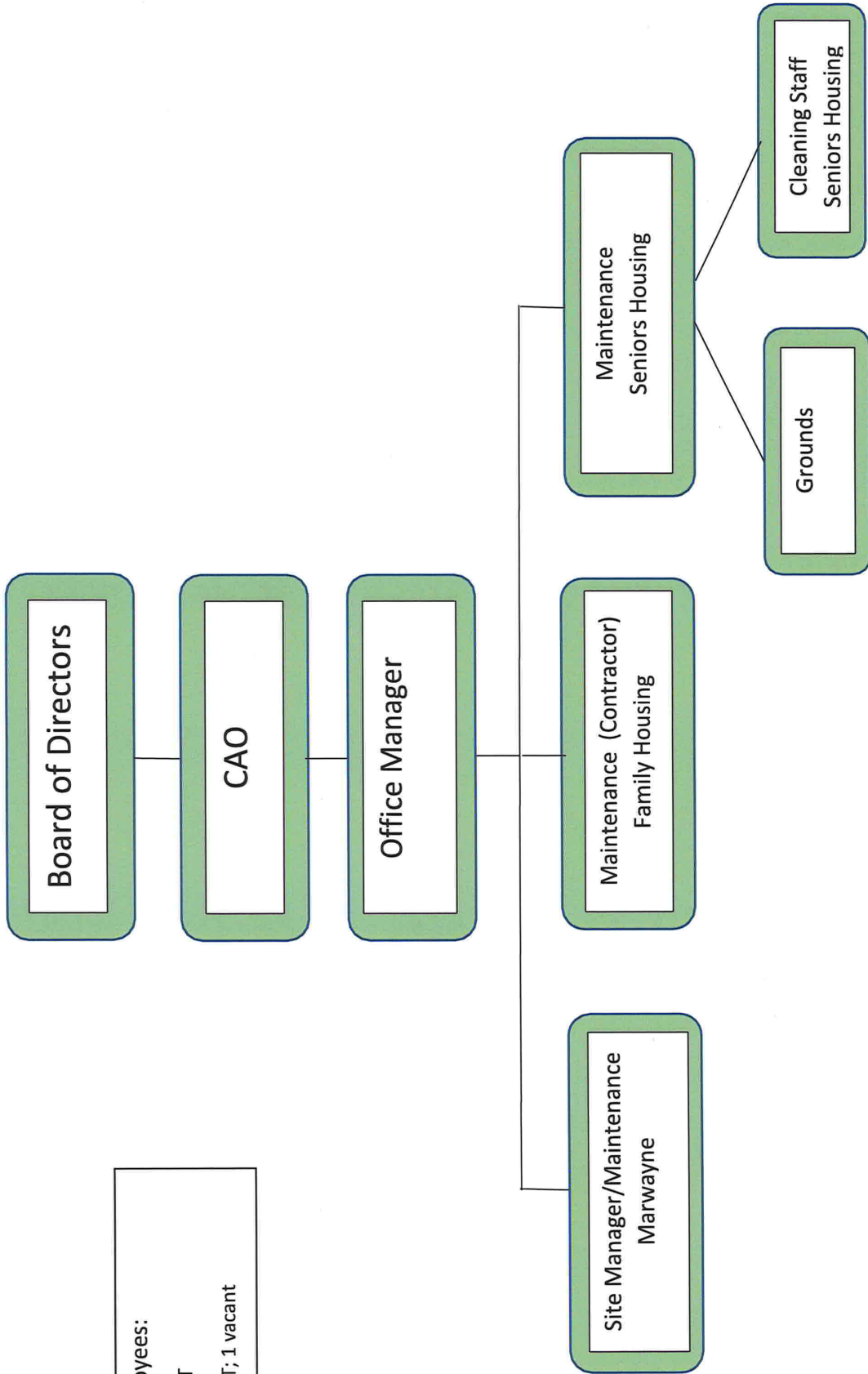
This Business Plan is due June 30, 2022, however, we are requesting an extension to August 31, 2022 to have this completed.

4) During this time, staffing for the new organization will be put in place and orientation will be completed.

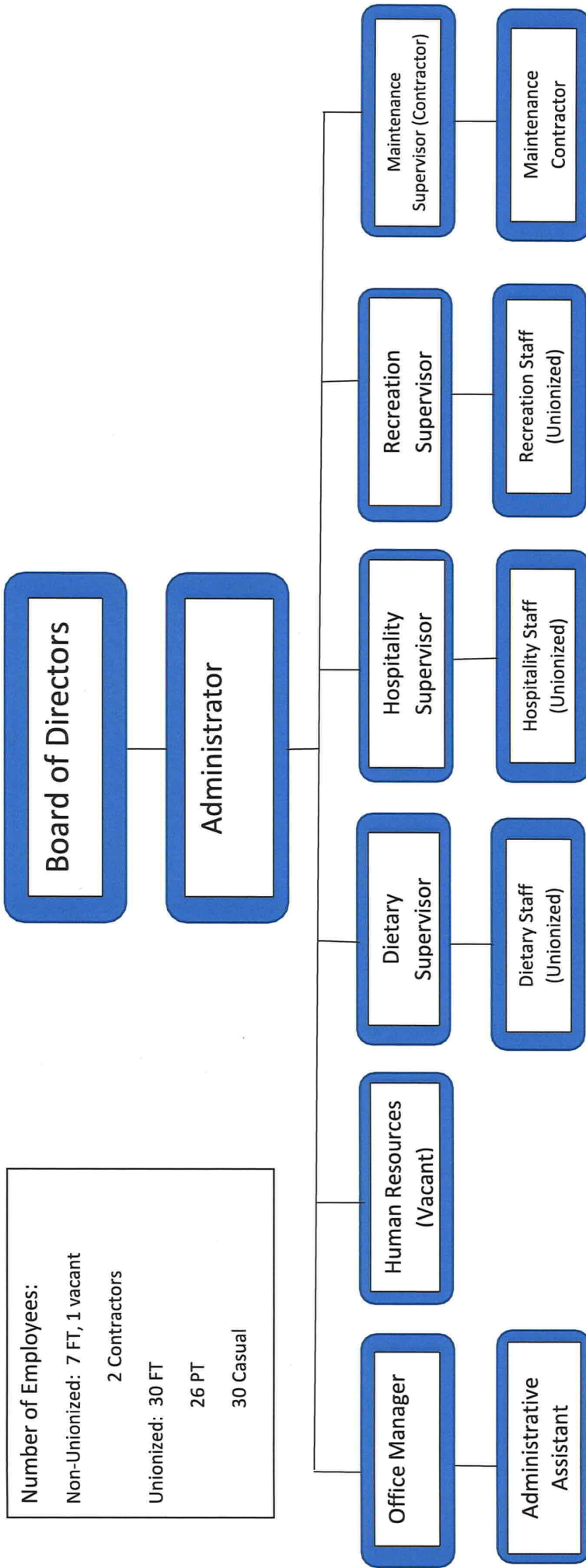
5) At this point the Board will begin the process to hire our CAO.

Lloydminster Region Housing Group

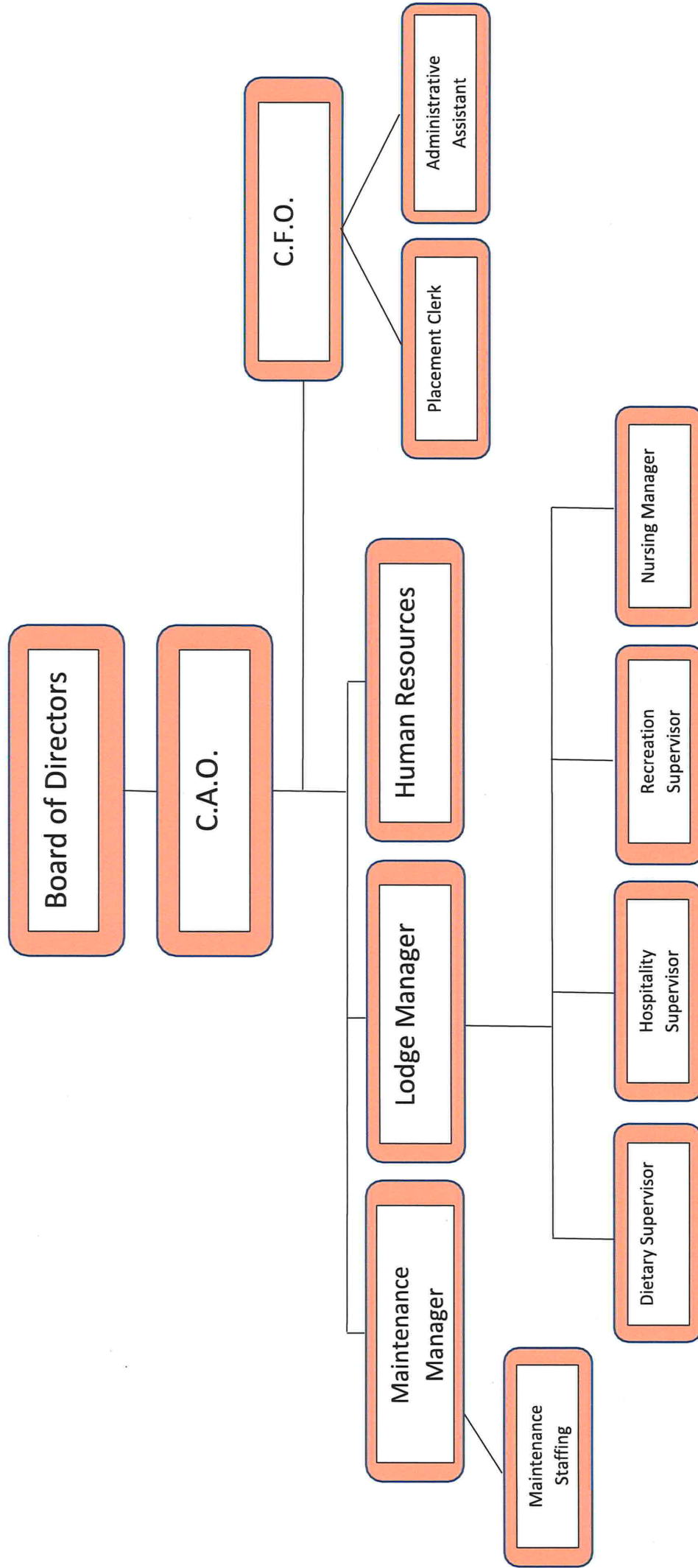
Number of Employees:
 Non-Unionized: 4 FT
 4 PT; 1 vacant



Pioneer Lodge and House Organization Chart



Suggested Organization Chart



Draft: 2022-04-25 3:50 PM

**MINUTES OF THE MEETING OF THE VERMILION RIVER REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION ON MARCH 22, 2022, AT THE
VERMILION TRANSFER SITE**

PRESENT:

Chair: M. Baker
Vice-Chair: Vacant
Directors: D. Bergquist; K. Whitlock; J. Rayment; G. Kuneff
Alternate: D. Frank (*Village of Kitscoty*)
CAO: S. Schwartz

ABSENT:

Directors: K. Miciak; S. Hyrciuk

The meeting was called to order at 6:03 P.M.

AGENDA:

Additions to Agenda:

New Business M. Baker Election of Vice-Chair

MOVED by D. Bergquist that the agenda be adopted with the above addition.
Carried.

MINUTES OF THE MEETING OF FEBRUARY 22, 2022:

MOVED by K. Whitlock that the minutes of the meeting of February 22, 2022, be adopted as presented.
Carried.

FEBRUARY 2022 FINANCIAL REPORT:

S. Schwartz presented the February 2022 financial report and provided explanations as required. The February 2022 report showed a balance of **\$163,473.15** in the operating account. The capital reserve account increased to **\$597,944.47** due to interest payments received. The operational reserve account remained unchanged at **\$230,791.93**. The closure/post-closure account remained unchanged at **\$110,343.57**.

MOVED by G. Kuneff that the February 2022 financial report be adopted as presented.
Carried.

FEBRUARY 2022 MONTHLY REQUISITION REPORT:

S. Schwartz presented the February 2022 monthly requisition report for information.

FEBRUARY 2022 ACCOUNTS FOR APPROVAL:

S. Schwartz presented the February 2022 cheques numbering 7125, and 7191 to 7212 and the debit notes and credit card charges for February 2022, and provided explanations as required.

Minutes of the Meeting of the VRRWMSC on March 22, 2022

MOVED by D. Bergquist that the cheques numbered 7125, and 7191 to 7212, and the debit memos and credit card charges for February 2022 be accepted as presented.

Carried.

FEBRUARY 2022 VERMILION TRANSFER SITE OUTSTANDING ACCOUNTS:

S. Schwartz presented the February 2022 Vermilion transfer site outstanding accounts for information.

MARCH 2022 CHIEF ADMINISTRATIVE OFFICER'S REPORT:

S. Schwartz presented the March 2022 Chief Administrative Officer's report, and provided explanations as required.

MOVED by J. Rayment that the March 2022 Chief Administrative Officer's report be accepted as presented.

Carried.

BUSINESS ARISING FROM THE CHIEF ADMINISTRATIVE OFFICER'S REPORT:

None.

NEW BUSINESS:

1. Proposed Tender for Grass Cutting and Spraying at Satellite Transfer Sites:

S. Schwartz presented the quote received from Trigger Control for grass cutting and spraying at the satellite transfer sites. The quote is for three (3) years beginning in 2022. There was some discussion about the quote.

MOVED by G. Kuneff that the quote for grass cutting and spraying at the satellite transfer sites for the years of 2022, 2023, and 2024, be accepted as presented.

Carried.

**2. Claystone Waste Ltd. (formerly Beaver Municipal Services Commission)
Contract Regarding Transportation and Disposal at the Ryley Landfill:**

S. Schwartz presented an information sheet that outlined the main points of the 30-year agreement that we have with Claystone Waste Ltd. The current contract will terminate at the end of the year in 2032. As part of that contract, Claystone Waste Ltd. calculates an average cost increase determined by the Canadian Price Index averaged over the preceding five (5) years. We have received notification of what the CPI increase for the Commission will be beginning in 2022. Our rates for transportation and landfilling have increased this term mostly because of a fairly substantial increase in the index in 2021.

Minutes of the Meeting of the VRRWMS on March 22, 2022

2. Election of Vice-Chair:

As our current Vice-Chair, Rod McDonald, is on indefinite leave from the Marwayne council and our Board, a new Vice-Chair is required.

MOVED by J. Rayment that R. McDonald be removed from the Vice-Chair position, pending further information regarding his absence from the Village of Marwayne.

Carried.

MOVED by K. Whitlock that nominations for the position of Vice-Chair be opened.

Carried.

First Call for Nominations for the Position of Vice-Chair:

MOVED by G. Kuneff that D. Bergquist be nominated for the position of Vice-Chair.

Second Call for Nominations for the Position of Vice-Chair:

None.

Third Call for Nominations for the Position of Vice-Chair:

None.

MOVED by K. Whitlock that nominations for the position of Vice-Chair cease.

Carried.

D. Bergquist is selected for the position of Vice-Chair.

MOVED by K. Whitlock that Don Bergquist be granted signing authority for the Vermillion River Regional Wwaste Management Services Commission.

Carried.

OLD BUSINESS:

1. Chief Administrative Officer Position:

S. Schwartz was asked to place the position advertisement on the Lloydminster Chamber of Commerce website, and in the Lloydminster papers, and to continue with the Vermilion Voice advertisement.

The next meeting will be held on Tuesday, April 26, 2022, at 6:00 P.M. at the Vermilion transfer site.

The meeting adjourned at 6:45 P.M.

These minutes have been adopted in the entirety at the April 26, 2022, meeting.

S. Schwartz
for Chair

Apr 26/22
Date

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Better Efficiency & Security**



Selling tickets for an event?
Holding a fundraising campaign or membership drive?
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help raise more funds!

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www.albertaimarket.com

June 18, 2022

Join The Fun!

Lemonade Day

Building Futures & Stirring Up Success



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lemonadeday.org/northern-alberta

Lemonade Day!
NORTHERN ALBERTA



Our team will be monitoring the covid19 situation and following guidance and guidelines implemented by Canada Public Health and Alberta Health. Will make adjustments to the program as required.



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Program Details

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Apply today:
lloydminsterandregion.albertacf.com/smarter-small-business





CHIEF ADMINISTRATIVE OFFICER REPORT

MEETING DATE: MAY 9TH, 2022

- **2022 Tax Sale Proceedings**
 - One property is scheduled to proceed in the 2022 tax sale. The owner has been contacted by Taxervice and the process will move ahead relatively quickly.
 - This property owner defaulted on their agreement on more than one occasion and has a balance of over \$30,000, dating back to 2017.
- **Community Hall Anniversary**
 - The Agricultural Society inquired as to whether any members of Council would be interested in purchasing tickets for the anniversary dinner and dance. Tickets are \$50.00 each. Council member tickets would be covered by the Village should anyone be interested in attending.
- **Requests for Proposals**
 - The requests for proposals for the following projects have all been posted on Alberta Purchasing Connection as required and on the Village's website.
 - Splash Park
 - Outdoor Washroom/Changeroom
 - Walking Trails
 - Area Structure Plan
- **Letters to Landowners**
 - Letters have been circulated to the landowners for which the Village wishes to enter into agreements for municipal projects. Currently awaiting their response.
 - Letters have also been circulated regarding the land surveys taking place on Wednesday May 11th for our municipal reserve and road allowance right of ways.
- **Strategic Plan and Sustainability Plan Rewrite**
 - Administration has reviewed the first draft with the consultants and requested changes to the document. Once those changes have been made, the drafts will be presented to Council for comment and review before being circulated to the community and external stakeholders.

- **Legion Assistance**
 - The Village has been approached by the legion to ask if we would be able to assist in grading the road next to the trailer dumping station. They would like some gravel hauled in and the holes filled as they plan to move the dumpster to allow better access, as opposed to relocating the dump station near the campground.
 - We would need to order gravel from the county for the work.
 - Further, the legion has discussed and approved a \$200 contribution towards the water and weeding of the flower barrels downtown and the beds in front of the multiplex. It is estimated to be roughly 1 to 2 hours weekly, which is well within their contribution.

- **Signage at welcome triangle**
 - Signage for all community events/dates this month have been posted. Our contractor omitted to create one sign for the lea park rodeo which we are currently waiting on. Once received, it will be placed in the appropriate slot.
 - Following the garage sale, we will replace that sign with the tax deadline signage and will continue to update it on a monthly basis.

- **Spraying**
 - Spraying will be done in the next two weeks at the ball diamonds for scentless chamomile and throughout the Village.

- **Street Sweeping**
 - Street sweeping is scheduled for the 30th and 31st of May, with an extra day should we have adverse weather.

- **Summer Students**
 - Received applications for both advertised positions. Scheduled interviews on Friday May 6th. Anticipated start dates for both employees will be the end of May or beginning of June.

VILLAGE OF MARWAYNE

Cheque Register-Summary-Bank



AP5090

Page : 1

Date : Apr 27, 2022

Time : 11:18 am

Supplier : 10 To ZARC
 Cheque Dt. 27-Apr-2022 To 27-Apr-2022
 Bank : 01 - ATB To 99 - Penny Clearing

Seq : Cheque No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
4092	27-Apr-2022	10032	Receiver General For Canada	Issued	42	C	10,093.73
4093	27-Apr-2022	AISL	AMSC Insurance Services Ltd	Issued	42	C	2,167.12
Total Computer Paid :		12,260.85	Total EFT PAP :	0.00	Total Paid :		12,260.85
Total Manually Paid :		0.00	Total EFT File :	0.00			

2 Total No. Of Cheque(s) ...

VILLAGE OF MARWAYNE

Cheque Register-Summary-Bank



AP5090

Page : 1

Date : Apr 22, 2022

Time : 9:40 am

Supplier : 10 To ZARC
 Cheque Dt. 22-Apr-2022 To 22-Apr-2022
 Bank : 01 - ATB To 99 - Penny Clearing

Seq : Cheque No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
4082	22-Apr-2022	10001	Gas Utility CVR	Issued	39	C	1,350.05
4083	22-Apr-2022	10113	TELUS	Issued	39	C	179.86
4084	22-Apr-2022	ASC	AMSC Insurance Services Ltd	Issued	39	C	761.05
4085	22-Apr-2022	HMS2	Alberta 1171363 Ltd. Hendricks Microtech	Issued	39	C	1,077.82
4086	22-Apr-2022	LOOP	Loop	Issued	39	C	1,674.75
4087	22-Apr-2022	MCSNE	MCSNet-Lemalu Holdings Ltd.	Issued	39	C	73.40
4088	22-Apr-2022	METGR	Metrix Group LLP	Issued	39	C	6,300.00
4089	22-Apr-2022	PERP	Perfect Pen & Stationary	Issued	39	C	160.23
4090	22-Apr-2022	TM	TELUS	Issued	39	C	191.10
4091	22-Apr-2022	VCOC	V3 Companies of Canada Ltd.	Issued	39	C	708.75

Total Computer Paid :	12,477.01	Total EFT PAP :	0.00	Total Paid :	12,477.01
Total Manually Paid :	0.00	Total EFT File :	0.00		

10 Total No. Of Cheque(s) ...

**VILLAGE OF MARWAYNE
Billing Register Report Detailed**



UB4110 Page : 28
Date : May 02, 2022 Time : 4:15 pm

Report Options

Customer Selection : All

Calculation Type : All

Batch Number

From : [2022050201]
To : [2022050201]

Include Billing Transaction From Transaction Maintenance : No
Srcv. End Date On/Before : 02-May-2022 Final Bills Only : No

Cat	Srv	Service Description	Count	Total Discount	Total Units	Total Amt	Total Cons.	Avg. Cons.
01	ONOFF	Water On/Off	5		5.00	177.33		
01	WBULK	Bulk Water	9		9.00	476.35	17.90	1.99
01	WCOM	Commercial Water	23		23.00	2,322.75	309.00	13.43
01	WINS	Institutional Water	3		3.00	645.50	106.00	35.33
01	WLF	Water Line Fee	264		264.00			
01	WMUN	Municipal Properties	2		2.00		2.00	1.00
01	WPUB	Public Building Water	8		8.00	1,063.75	175.00	21.88
01	WRES	Residential Water	234		234.00	19,828.33	2,476.00	10.58
02	SCOM	Commercial Sewer	23		23.00	448.67		
02	SINS	Institutional Sewer	3		3.00	225.00		
02	SPUB	Public Building Sewer	8		8.00	160.00		
02	SRES	Residential Sewer	235		235.00	4,672.67		
03	GINS	Institutional Garbage	3		3.00	33.00		
03	GRES	Residential Garbage	234		234.00	6,164.78		
Book 000 Totals :			1054		1,054.00	36,218.13	3,085.90	
Totals			1054		1,054.00	36,218.13	3,085.90	



OFFICE OF THE MAYOR

A - 4900 50 ST TABER, AB CANADA T1G 1T1
TELEPHONE: (403) 223-5500 FAX: (403) 223-5530

April 20, 2022

File: 100-G03

Alberta Utilities Commission
106 Street Building
10th Floor, 10055 106 Street
Edmonton, Alberta T5J 2Y2

Dear Utilities Commission,

RE: Increasing Utility Fees

Please accept this correspondence as a letter of support in addition to the correspondence you have already received from the Town of Fox Creek, dated March 23, 2022.

The Town of Taber joins in the increasing concern across the province regarding the rising utility fees for both natural gas and electricity. This concern is being felt throughout public and private spheres, and we are urging the Commission to take serious note of the concerns herein.

Over the past two years, residents of both Taber and the province have felt the ever-increasing strain of the ongoing COVID-19 pandemic coupled with increasing job insecurity and the rapid inflation of food, fuel, and housing costs. The rising costs of utilities have placed an additional strain on residents' already thin bottom lines.

It is important to note that the rising costs are not just impacting residents, but non-profits, small businesses, and commercial industries. Many of the aforementioned are in jeopardy of closing or forced to stop their services to our communities due to the increasing costs of utilities.

We as representatives of our community also note that it is wholly unacceptable that the rising costs of utilities have led to increased private profits as has been noted in the media lately. In our estimation, increased private profits seems to be a step too far given the undue hardship the public has faced these past two years and will likely continue to face unless the Commission takes swift action. As members of Council and representatives for our community's citizens, we believe now is not the time to be taking more money from the pockets of Albertans. Now is the time to be supporting Albertans when and where they need it most.

Alongside the Town of Fox Creek, the Town of Taber is urging the Commission to perform a review of the fees being charged on top of the actual usage fees all the while giving strict attention to the amount of profit corporations are making off of our residents and Albertans.

Your time and consideration for our residents, businesses, and non-profits is greatly appreciated.

Sincerely,

Mayor Andrew Prokop

Cc: Town of Taber Council
Mr. Grant Hunter, MLA
Alberta Municipalities
Town of Fox Creek

<http://www.taber.ca>
email: mayor@taber.ca



Construction & Maintenance
Central Region, Vermilion District
4701 - 52 Street
Provincial Building PO Box 28
Vermilion, Alberta T9X1J9
Canada
Telephone: 780-853-8178
www.alberta.ca

April 12, 2022

Our File 760-3

Fire Departments
Within the Vermilion District

Dear Sir/Madam:

Re: Emergency Response in Provincial Highway Right-of-Ways

Attached is a copy of the "Rates of reimbursement for Fire Department units Responding within a provincial highway right-of-way Inflation Adjustment effective April 1, 2022".

If you have any questions on the department's policy or rates, please call Loanne Gladdish in the Hanna Office at 403-854-5550, toll free by dialing 310-0000.

Thank you for your dedicated service in responding to emergency situations.

Yours truly,

A handwritten signature in blue ink, appearing to read "DY", with a stylized flourish at the end.

Derek Young, CET
Operations Manager

:lg

Classification: Protected A



**TABLE 1: Rates of reimbursement for Fire Department units
Responding within a provincial highway right-of-way
Inflation Adjustment effective April 1, 2022**

Type of Unit	Comment	Hourly Rate (2022/23)
Ladder and pumper trucks	<ul style="list-style-type: none"> • Includes equipment costs, labour, and all materials. • These are specialized pieces of equipment specifically designed and built to fight fires. 	\$650
Light & Medium rescue vehicles	<ul style="list-style-type: none"> • Used to transport manpower & equipment not covered under the rate for ladder and pumper trucks. • Rescue vehicles must meet the equipment requirements listed in Section 4, particularly Table 4.2.2, of NFPA 1901. • Light rescue vehicles are permanently rigged and equipped to do basic rescue tasks using hand & basic extrication tools (i.e. pry bars, air chisels, bolt cutters, stabilization equipment & cribbing, hand and power saws, lighting and portable hydraulic rescue tools) and medical aid equipment. • Medium rescue vehicles carry more equipment to handle regularly occurring rescue tasks plus specialized rescue equipment for at least one rescue specialty. 	\$650
Command vehicles		\$190

Note: These rates are adjusted annually on April 1st, using the inflation formula established in the Highway Maintenance contracts and rounded to the nearest \$5/hour.

Classification: Protected A



**EMERGENCY RESPONSE CLAIM TO
ALBERTA TRANSPORTATION**

Claim # _____

Fire Department Name		Contact Person <small>(include Phone number and/or email)</small>		
Fire Department Address		Date of Incident <small>(month, day, year)</small>		
Location of Incident		Other Fire Departments Responding		
Other Fire Departments Responding				
Total Number of Hours Responding *, per vehicle * Total number of hours for each responding vehicle, rounded to the nearest 15 minute interval from leaving the station (dispatched) until arriving back at stationhouse as documented in the "run report".	Command Unit # Rate <u> \$190.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	Units # (Pumper / Ladder) Rate <u> \$650.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	Units # Rate <u> \$650.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	
	Other Units # Rate <u> \$650.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	Other Units # Rate <u> \$650.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	Other Units # Rate <u> \$650.00 </u> /hour # of units Time Dispatched <u> </u> 0 Time Back at Station <u> </u> 0:00 # hours * <u> 0 </u> 0:00 Total Cost <u> \$0.00 </u>	
	** If the incident requires additional specialized equipment (such as off highway vehicles, bulldozer or other unique equipment not normally used by the fire department for emergency response on provincial highways), the invoice must contain a brief explanation as to why the additional costs were incurred, along with supporting documentation for actual costs to be reimbursed to the fire department.			
	RCMP Detachment (or Police Department)		Police File Number	
	Run Report File Number		Time Municipality notified of detours <small>(if applicable) (24 hour clock)</small>	
	Time Highway Maintenance Contractor contacted		Name of Highway Maintenance Contractor employee who was contacted	
			Decline Number	
	Other Comments			CLAIM TOTAL \$0.00

Effective: 01 April 2022

Attach a copy of the 911 Run Report

Classification: Protected A

For Emergency Response to Motor Vehicle Collisions only

VEHICLE #1

REGISTERED OWNER _____
ADDRESS _____
VEHICLE (make/model) _____
LICENCE PLATE _____
DRIVER'S NAME _____
ADDRESS _____
INSURANCE CO. _____
POLICY NO. _____
AGENT _____

DESCRIPTION OF SERVICES EACH UNIT PROVIDED
(VEHICLE #1)

VEHICLE #2

REGISTERED OWNER _____
ADDRESS _____
VEHICLE (make/model) _____
LICENCE PLATE _____
DRIVER'S NAME _____
ADDRESS _____
INSURANCE CO. _____
POLICY NO. _____
AGENT _____

DESCRIPTION OF SERVICES EACH UNIT PROVIDED
(VEHICLE #2)

VEHICLE #3

REGISTERED OWNER _____
ADDRESS _____
VEHICLE (make/model) _____
LICENCE PLATE _____
DRIVER'S NAME _____
ADDRESS _____
INSURANCE CO. _____
POLICY NO. _____
AGENT _____

DESCRIPTION OF SERVICES EACH UNIT PROVIDED
(VEHICLE #3)

VEHICLE #4

REGISTERED OWNER _____
ADDRESS _____
VEHICLE (make/model) _____
LICENCE PLATE _____
DRIVER'S NAME _____
ADDRESS _____
INSURANCE CO. _____
POLICY NO. _____
AGENT _____

DESCRIPTION OF SERVICES EACH UNIT PROVIDED
(VEHICLE #4)

NOTE: All sections of this form must be completed before Alberta Transportation will consider payment of fire/rescue services invoice.

Classification: Protected A



NATIONAL
POLICE
FEDERATION

FÉDÉRATION
DE LA POLICE
NATIONALE

Your Police – Your Future: Listening to Albertans



-  KeepAlbertaRCMP.ca
-  [Keep Alberta RCMP](#)
-  [@KeepAlbertaRCMP](#)

RCMP MEMBERS
ALBERTAN
at Heart



EXECUTIVE SUMMARY

What we heard

Through the NPF’s community engagement sessions and online surveys with Albertans we heard loud and clear that the majority do not want a new police service, and instead want to redirect that funding to prioritize improving the justice system, strengthening social services, and increasing police resources. Participants felt that these targeted investments would bring better and more immediate results to address crime within communities.

Background

In 2020, the Fair Deal Panel (FDP) recommended that the Government of Alberta consider transitioning away from the RCMP to an Alberta Provincial Police Service (APPS). The Panel’s own survey showed that most Albertans do not support this idea, ranking it second last in terms of priorities for Alberta. Following the FDP recommendations, the Government hired PricewaterhouseCooper (PwC) in October 2020 to conduct a \$2 million report which was completed in spring 2021 and released publicly in November 2021, titled [APPS Transition Study](#).

Since December 2020, the National Police Federation (NPF) has conducted three rounds of public opinion research through Pollara Strategic Insights which have consistently shown that only less than nine per cent of Albertans support such a transition. This research has shown that

Albertans do not want to pay for increased costs and instead want additional resources to be invested into the Alberta RCMP to continue to reduce and mitigate rural crime and more funding within the Alberta justice system to tackle the issue of repeat offenders.

Our community engagement

The NPF has been actively meeting with Albertans, stakeholders, and elected officials over the past year, all of whom have shared these same sentiments. Following the release of the APPS Transition Study, the Government continued to assert that the majority of Albertans supported such a plan: which is the exact opposite of Pollara’s findings and what the NPF has heard. In response to this, the NPF undertook a community engagement tour of Alberta municipalities to both inform and hear from municipalities and residents on policing.

The KeepAlbertaRCMP Community Engagement Tour held meetings in [38 municipalities](#) from Pincher Creek to Fort McMurray with five additional [virtual sessions](#), and other meetings with stakeholders and organizations as requested by them. From the Community Engagement Tour, the NPF developed this report sharing what we heard from communities across the province and the questions they still want answered by the Government.

WHO WE HEARD FROM



The Keep Alberta RCMP Community Engagement Tour held public sessions throughout the province which were open to everyone. Significant social media ads, print and digital ads, and local radio commercials ensured that as many people as possible knew we were coming to their community and how to join. The NPF also held additional presentations with community groups, on request, such as Rotary Club and Rural Crime Watch, as well as presented to numerous First Nations Chiefs and First Nations members.

In addition to the public, Mayors, Reeves, Councillors, Members of the Legislative Assembly, and Members of Parliament attended these engagement sessions, as well as various other municipal officials and municipal employees. Many community organizations also attended our engagement sessions including Rural Crime Watch chapters, Citizens on Patrol chapters, and others who work to make the Alberta justice system safer and fairer for all.

WHAT WE HEARD

Survey respondents and engagement session participants shared a great deal about both the positive aspects of the current policing structure and the challenges they have experienced with policing in their community. Participant views, challenges, and their need for more information on the proposed police model are outlined in more detail in the following sections.



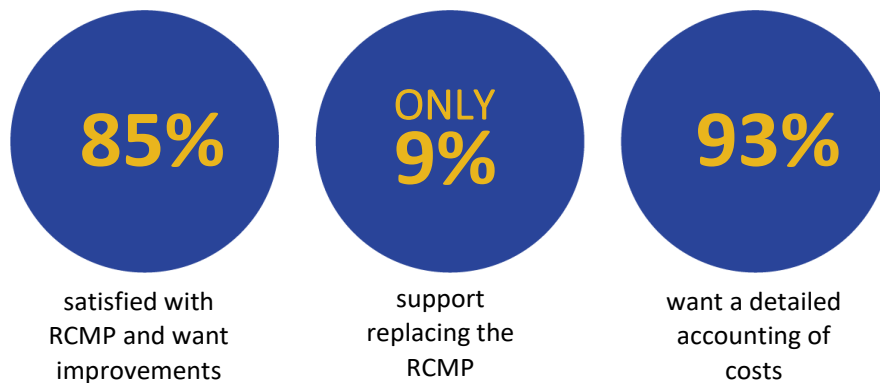
The image above captures the most used words in open-ended responses across all surveys. The size of the word corresponds with the relative frequency each word was used. “RCMP”, “money” and “resources” were the most frequently used words, followed by “financial pain”, “judicial system”, “great jobs” and “utmost respect”- indicating the predominance of these sentiments. It is important to note that in most open-ended responses, 86% supported keeping the RCMP. Statements most often reflected their concerns with transitioning to a new police service, while at the same time highlighting the great job and respect for the RCMP.

By the Numbers

Since October 2020, the NPF has conducted three rounds of research through Pollara Strategic Insights, October 2020 (W1), April 2021 (W2) and October 2021 (W3). The NPF also conducted an online survey during the same timeframe as the engagement sessions to gain feedback from those who attended and those who were unable to attend. This survey was open from January to March 31, 2022.

SURVEYS	Number of responses
Pollara October 2020 (W1)	1,300
Pollara April 2021 (W2)	1,228
Pollara October 2021 (W3)	1,221
NPF: Satisfaction of RCMP policing (2022)	672
NPF: Policing improvements within communities (2022)	739

Across all research conducted between 2020 and 2022, the graphic below demonstrates the average response to questions asked. See Appendix A for further analysis of the survey responses.



Municipal Support

In March of 2022, both of Alberta’s municipal associations, Alberta Municipalities (ABmunis) and Rural Municipalities of Alberta (RMA), passed resolutions opposing the Government of Alberta’s provincial police service transition proposal. Together, these organisations represent all the 300+ municipalities across Alberta.

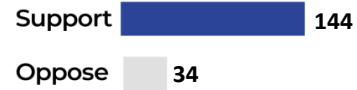
ABmunis passed a resolution that “Alberta Municipalities strongly oppose the APPS models proposed in the PwC study and develop an advocacy and communications strategy to advance our position.

Further, that Alberta Municipalities urge the Government of Alberta to invest in the resources needed to:

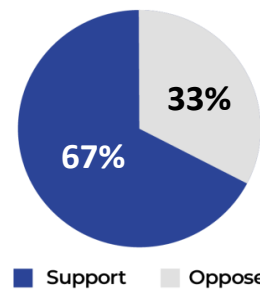
1. Address the root causes of crime (i.e., health, mental health, social and economic supports); and
2. Ensure the justice system is adequately resourced to enable timely access to justice for all Albertans.”ⁱ

RMA passed a resolution that “Rural Municipalities of Alberta request that the Government of Alberta not create an Alberta Provincial Police Service”.ⁱⁱ

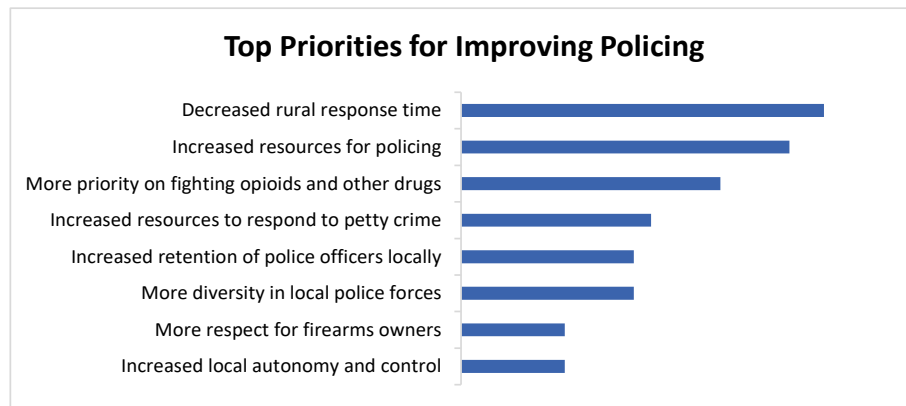
ABMUNIS MOTION 2022



RMA RESOLUTION 2022



Priorities of Albertans



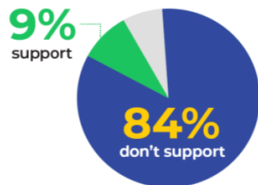
We know that there are improvements that can be made within the current policing model in Alberta. Through our surveys and during discussions at our engagement sessions and as noted above in the ABmunis motion, Albertans want the Government to decrease rural response time, increase resources for police and focus on fighting opioids and other harmful drugs that are on the rise within communities.

Key Themes

We heard about the positive aspects of the current policing model and of the challenges experienced by residents and communities. While some aspects of the discussions differed across the province, we heard overwhelmingly the same message: Albertans do not support a transition away from the RCMP.

During engagement sessions, two main issues continued to be raised: associated costs and impacts to public safety.

Albertans DO NOT SUPPORT replacing the Alberta RCMP



Participants also shared their frustration over the lack of basic information surrounding the potential transition from the Government. Many participants expressed that they had reached out to their local MLA and either did not receive a satisfactory answer or are still waiting for answers.

More specifically, Albertans noted that the challenges they face with the current policing structure are not just a result of policing, but a multitude of services that impact public safety including: the judicial system, lack of crown prosecutors, lack of community supports, reduction of mental health programs, and a need for better police infrastructure and resources - all of which the province oversees.

The following key themes emerged from the NPF's community engagement sessions:

1. Why is This Being Pursued?

Frequently asked questions

Why is the Alberta government continuing to pursue this?

What is so broken it must be replaced instead of fixed?

Who is going to benefit from this transition?

Many attendees questioned whether the Government was pursuing a new police service for motives other than public safety. This topic arose as residents pointed out that the Fair Deal Panel's findings through surveys of Albertans showed a lack of community support. Many continue to feel that this proposed transition is going to move forward, regardless of what Albertans want. Albertans want to ensure that public safety will not and can not be compromised for any political reason. Many people expressed that they did not feel consulted and were not heard by either the Government or their local MLAs.

Participants also questioned why the Government failed to conduct a review of the current services provided by the RCMP to identify where resources could be invested to improve the current police structure and associated costs of doing so.



RCMP MEMBERS
ALBERTAN
at Heart



KeepAlbertaRCMP.ca



Keep Alberta RCMP



@KeepAlbertaRCMP



2. Costs

Frequently asked questions

- Why isn't the Government investing this "extra" money to address the root causes of crime?**
- Why does the Transition Study seem to ignore the federal contribution?**
- Where is all this additional money going to come from?**
- How much will costs increase if transition timelines are delayed?**

Throughout the engagement sessions and surveys, participants emphasized their concern surrounding additional costs associated with a potential APPS. Many felt that while the Transition Study was fulsome in some cost areas, there were many noted "unknown" costs or areas where more analysis would be needed to assess the full costs and impacts. This has left participants with more questions than answers.

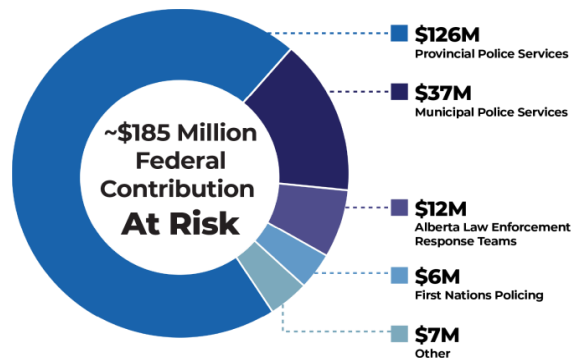
The most common question raised surrounding costs was "who is going to pay for this?" Attendees noted that the Government has stated that municipalities would not pay for the additional costs (+\$139 million per year, increasing with inflation) but has still not been able to state clearly to Albertans who would. We heard that participants felt that ultimately municipalities and taxpayers would be saddled with the increased costs and/or the fear that taxes would be raised.

"Municipalities cannot bear to have more of these (police) costs downloaded to them, especially if there's not proof that there will be increased levels of service."

– Sturgeon County Mayor Alanna Hnatiw
St Alberta Today (February 9, 2021)ⁱⁱⁱ

Costs continued to be the main concern amongst participants. Many found it hard to rationalize the proposed costs associated with an APPS and pointed out that the Transition Study noted that the APPS would be modeled after the RCMP. Many saw this as a waste of taxpayers' money which could be better spent in other ways to better address public safety in Alberta. Participants believed increased investments alone into policing will not fix rural crime, but instead a multi-pronged approach including hiring and retaining crown prosecutors and ensuring an end to the revolving door of the justice system would provide more immediate crime reduction.

We heard that some residents did not fully understand the current federal contribution that the federal government provides to the Government of Alberta to cover 30% of the policing costs for having the RCMP as the provincial police service. Many believed that the federal government would continue to provide the Government some money to cover policing costs.



At the same time, participants felt the Transition Study was misleading because it didn't outline the Ontario Provincial Police or the Sûreté du Québec policing models and associated costs, which would be the best comparison to demonstrate potential costs for an APPS. Neither Ontario nor Quebec receive any federal contributions to cover their own provincial police services. This benefit is provided only to provincial partners who use the RCMP. Many participants also expressed that they felt the Government was not doing a great job at providing accurate information to MLAs on the topic, as some UCP MLAs had been telling their residents that the federal contribution would continue under an APPS model. During one of our sessions, a UCP MLA in attendance, also stated this misleading information. In addition, we also heard from some UCP staff who attended that they believed that the contribution would continue. Many attendees felt misled, frustrated, and expressed a lack of trust with the information being provided to them.

3. Oversight & Provincial Responsibility

Looking at the current state of policing in Alberta, there appeared to be some misunderstanding as to the role the Province plays in setting the priorities of the Alberta RCMP. Participants expressed that part of this confusion stems from false claims by the Province that the RCMP priorities are set by Ottawa.

During our engagement sessions we pointed to the various sections of the [Provincial Police Service Agreement](#) (PPSA), which outlines police services between the RCMP and the province, which state:

Article 6.1:

"The Provincial Minister will set the objectives, priorities and goals of the Provincial Police Service."

Article 6.3:

"The Provincial Minister will determine, in consultation with the Commissioner, the level of policing service to be provided by the RCMP..."

Article 18.1(e):

"Each fiscal year the Provincial Minister will...provide the Commanding Officer with the projected annual budget for the Provincial Police Service for the next fiscal year, as well as projected budgets..."

Did You Know?

Detachment Commanders hold townhalls regularly to get input from the general public in their communities around policing priorities, along with general discussions around community safety issues.

Some attendees found this helpful, while others still questioned why the Province would state otherwise. It was expressed that these two narratives are creating confusion amongst the public.

Municipal officials who attended the engagement sessions expressed appreciation for the hard work of Alberta RCMP Members and the difference they make in their communities. Municipal officials maintain direct and open contact with their local Detachment Commander through strong relationships. We heard that many municipalities utilize local advisory committees with their local RCMP as a way to express local concerns, identify crime trends, and to discuss and determine local priorities for the year. Many municipal leaders expressed fear that these strong

relationships would be lost through a transition, including local knowledge of crime trends and offenders.

“I believe that the town of Millet has great relationship with the local RCMP detachment and would not support their removal from the Province”

- Millet Mayor Doug Peel
The Wetaskiwin Times (Nov 3, 2021)^{iv}

4. Staffing and Training

Frequently asked questions

If Alberta has the money for a transition, why not use it to provide additional resources to the RCMP?

Where is the Government going to find that many officers in Alberta?

How would an APPS match the high-level of police standards of the RCMP?

How much would a training facility costs, and the staff needed?

We consistently heard about staffing challenges with the current policing structure and concerns about how an APPS would better address these challenges. Participants noted that there is a decline in police personnel within Canada, which does create staffing issues within the RCMP and can impact crime rates within their communities. However, many noted that the Transition Study does not outline this issue and how it would be able to recruit and train the number of officers it would need to fully staff a provincial police service.

Many participants questioned if the current Alberta RCMP Members would transfer over to a new APPS. However, some municipal leaders pointed out that in the Government consultations they attended, the provincial government was citing that they predict about 15% of the current Alberta RCMP would transition over. This flagged a further issue with attendees on how the Government would recruit the remaining ~2,500 officers needed to form an APPS. During the engagement sessions, the NPF outlined that most of the RCMP officers would continue to stay with the RCMP and transfer to other postings, as we have seen in other jurisdictions. We then heard attendees note that the Government is highlighting a potential APPS as being local officers from Alberta, and with recruiting challenges and most of the RCMP officers remaining with the RCMP, such a notion would be impossible.

“The RCMP are serving us well...I don’t see a lot of positives to a provincial police force.”

- St. Albert Mayor Cathy Heron
St Alberta Today (February 9, 2021)^v

Another issue that was raised was that the current RCMP model allows for officers to move in and out of communities, which can be a challenge. While the current RCMP structure does move officers, most often these officers are relocated between communities within Alberta and not out of province. This still allows the community to benefit from the Member’s Alberta crime knowledge. However, not all participants saw this as a concern and praised the model as it allows for officers with various expertise and backgrounds to come into the community; stops political influence of officers in communities; and if a municipality wishes to retain an officer there were avenues to obtain the officer for a longer contract.

“Lethbridge County Council and a majority of other rural municipalities do not support this proposed transition to an Alberta Provincial Police Service.”

– Lethbridge County Reeve Tory Campbell
My Lethbridge Now (Jan 20, 2022)^{vi}

During our sessions we also heard that the RCMP has some of the highest training standards in the world and that a move to an APPS could jeopardize the quality of service they receive. The Transition Study also noted a two-tiered police model for an APPS with less fully trained officers. Many participants expressed huge concerns, especially in rural communities, on how this could negatively impact police services to some of the complex crimes they experience and how this would improve public safety and confidence in the police.

5. Improve, Not Replace

Communities across Alberta appreciated having both the NPF and the Government come to their community to discuss policing but felt that the conversation should not be about replacing, but instead on ways to improve the current policing model.

It was often repeated throughout the NPF engagement sessions that Albertans do not have an issue with the RCMP, but instead with the Alberta justice system that seems to create a revolving door for criminals to reoffend with little-to-no repercussion. Part of this problem comes from the shortage of crown prosecutors which communities want addressed first and foremost.

“The issue with rural crime is not about the police force, it's about the justice system not performing well”

– Edson Mayor Kevin Zahara
CBC Edmonton (March 9, 2022)^{vii}

We heard how the RCMP can better serve communities including better support for mental health calls, continuing to address rural response times, addressing delays in RCMP transfers, and increasing administrative help to ensure RCMP officers can be out on the streets instead of behind a computer.

6. Call for Consultation and Answers

Frequently asked questions

Why isn't the public allowed into the Government consultations?

How do we make sure our MLAs are listening to us?

Why is the Government pursuing this without consulting Albertans?

Since the release of the Transition Study, the Government has undertaken limited consultations with only municipal leaders and key stakeholders. The public was not allowed to attend and even had their participation revoked if they were invited by a municipal official. We heard repeatedly from participants that they do not feel properly consulted by the Government on this matter. They were frustrated that the only consultation that is open to the public is a proposed online survey. We also heard from many First Nation leaders that they were not consulted and grew frustrated with this proposal and lack of communication from the Government.

We heard that participants have written letters to their local MLA, but many have gone unanswered, or the response received was vague and did not answer the questions asked, but instead only received a templated response.

Unanswered Questions

During our engagement sessions we heard a multitude of questions from participants that have gone unanswered by the Government. Albertans need answers to make an informed decision.

1. The proposed APPS transition will cost Albertans more than \$185 million/year in Federal contributions, plus more than \$366 million in transition costs. Where is this money going to come from?
2. With so many police departments struggling to recruit, and the Government assuming only 15% of Alberta RCMP would transition to an APPS, how do they plan to fill the other ~2,500 positions in just four years?
3. The Transition Study states that APPS officers would initially be trained in municipal training facilities (Calgary and Edmonton police services). Are these facilities prepared and equipped to train the ~2,500 officers needed?
4. The APPS report offers two models, with Model A offering half as many fully trained officers as the current Alberta RCMP. Why would the Government consider providing less than the current complement of fully trained police officers for rural Albertans, and for more money?
5. Why didn't the Provincial Government review the current Alberta RCMP police service model for how efficiencies could be made, and the cost to do so?
6. When will the Government be completing a true feasibility study to clarify the assumptions made in the Transition Study as recommended by PwC?

ABOUT THE NPF



The National Police Federation (NPF) is the sole certified bargaining agent representing ~20,000 Members of the Royal Canadian Mounted Police (RCMP) across Canada and internationally, including about 3,500 Members in Alberta. Certified in 2019, the NPF is the largest police labour relations organization in Canada. The NPF's mission is to provide strong, fair, and progressive representation to promote and enhance the rights of RCMP Members.



RCMP MEMBERS
ALBERTAN
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APPENDIX A: Survey Results

The following charts display the results from the surveys conducted since October 2020 and show a cross comparison overtime of the responses to specific questions asked.

Table A1: Surveys

SURVEYS	Number of responses
Pollara October 2020 (W1)	1,300
Pollara April 2021 (W2)	1,228
Pollara October 2021 (W3)	1,221
NPF: Satisfaction of RCMP policing (2022)	672
NPF: Policing improvements within communities (2022)	739

Between January and March 31, 2022, the NPF conducted its own online survey at the same time as the NPF’s engagement sessions to further collect information and feedback.

Figure A1: How satisfied are you with the RCMP’s policing in your community? (4,421 respondents)

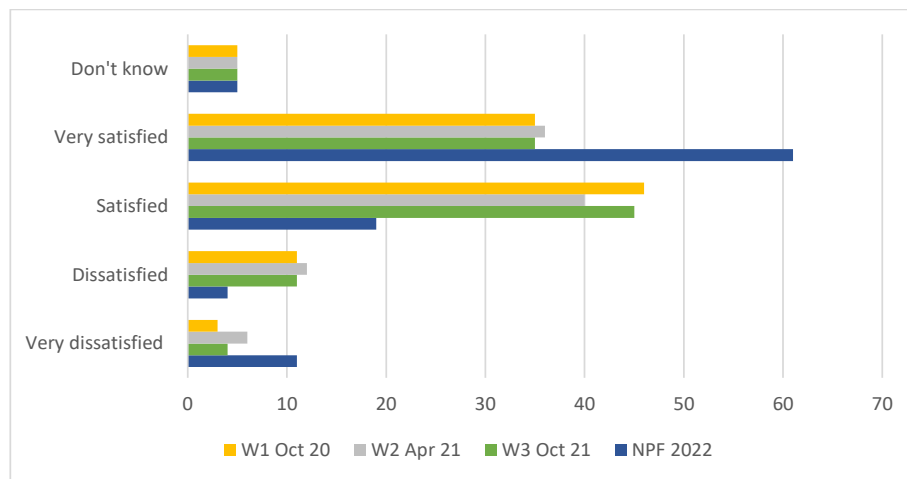


Figure A2: Before any changes to policing are made, there needs to be a detailed accounting of costs and impacts to service levels. (3,749 respondents)

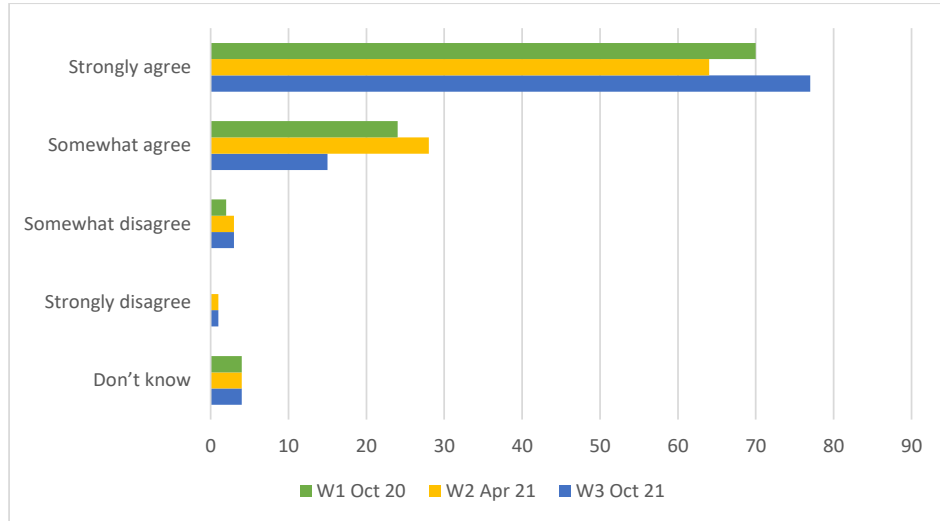


Figure A3: What is the most important improvement you'd like to see in policing in your community? (4,448 respondents)

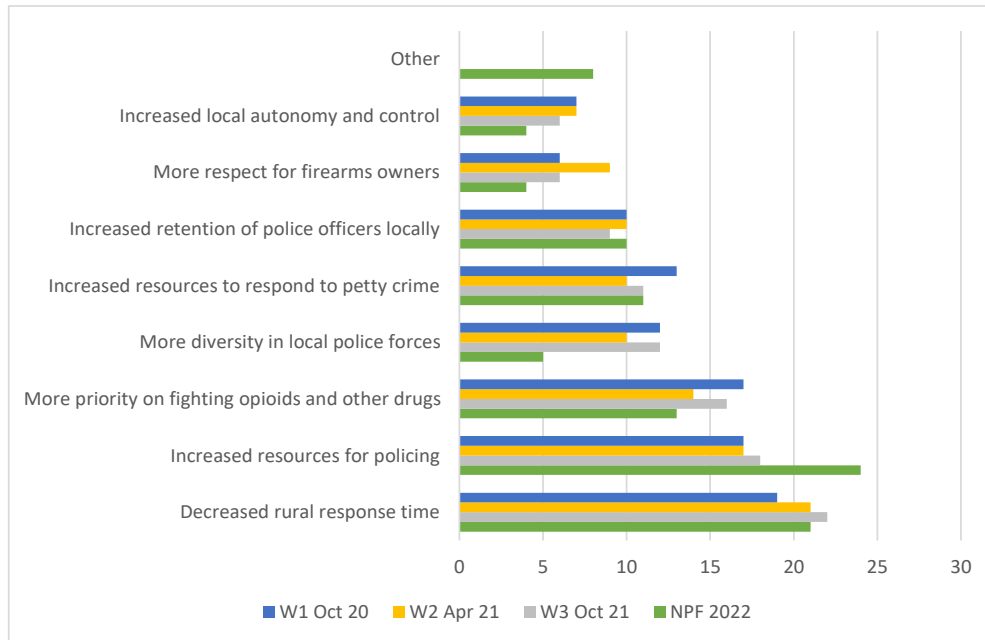
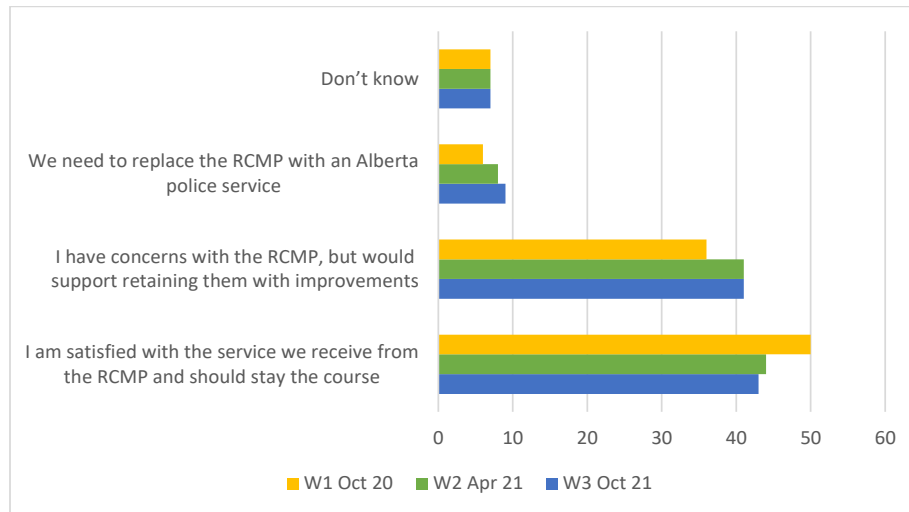


Figure A4: Which of the following statements best reflects your viewpoint? (3,749 respondents)



ⁱ “MLC Presentations & APPS position (RFD) now available.” *Alberta Municipalities*. Mar 16, 2022. <https://www.abmunis.ca/news/mlc-presentations-apps-position-rfd-now-available>

ⁱⁱ “Continued Support for the Royal Canadian Mounted Police in Alberta.” *Rural Municipalities of Alberta*. March 15, 2022. <https://rmaalberta.com/resolutions/4-22s-continued-support-for-the-royal-canadian-mounted-police-in-alberta/>

ⁱⁱⁱ Ma, Kevin. “Mayors cool to proposed Alberta police force.” *St. Albert Today*. Feb 9, 2021, <https://www.stalberttoday.ca/local-news/mayors-cool-to-proposed-alberta-police-force-auma-heron-hnatiw-morishita-king-3358994>

^{iv} Max, Christina. “Local leaders not backing provincial police force idea.” *The Wetaskiwin Times*. Nov 3, 2021, <https://www.wetaskiwintimes.com/news/local-leaders-not-backing-provincial-police-force-idea>

^v Ma, Kevin. “Mayors cool to proposed Alberta police force.” *St. Albert Today*. Feb 9, 2021. <https://www.stalberttoday.ca/local-news/mayors-cool-to-proposed-alberta-police-force-auma-heron-hnatiw-morishita-king-3358994>

^{vi} Siedlecki, Patrick. “Lethbridge County not in favour of Alberta scrapping the RCMP.” *My Lethbridge Now*. Jan 20, 2022. <https://www.mylethbridgenow.com/23621/lethbridge-county-not-in-favour-of-alberta-scrapping-the-rcmp/>

^{vii} French, Janet. “Bill overruling local mask laws 'a precedent we don't appreciate,' Alberta municipal leaders say.” *CBC News*. Mar 9, 2022. <https://www.cbc.ca/news/canada/edmonton/bill-overruling-local-mask-laws-a-precedent-we-don-t-appreciate-alberta-municipal-leaders-say-1.6379240>