

SMOKY LAKE COUNTY

Minutes of the **County Council Budget meeting** held on Thursday, **December 20, 2012** at 10:05 A.M. in the County Council Chambers.

The meeting was called to Order by the Reeve Mr. Dareld Cholak in the presence of the following persons:

<u>A T T E N D A N C E</u>		
<u>Div. No.</u>	<u>Councilors(s)</u>	<u>Thursday, December 20, 2012</u>
1	Dareld Cholak	Present
2	Ron Bobocel	Present
3	Rick Cherniwchan	Present
4	Lori Danyluk	Present
5	Randy Orichowski	Present
C.A.O.	Cory Ollikka	Present
Asst CAO/R.S	Lydia Cielin	Present
Finance Manager	Brenda Adamson	Present

Member of the Administrative Staff in attendance:

Doug Ponich – Public Works Manager	Present
Bob Novosiwsky - Public Works Foreman	Absent
Dave Kully – Public Works Shop Foreman	Present
Ed English – Peace Officer/Rec. Manager	Present
Aline Brousseau, Planning & Dev. Manager	Present
Kurt Holdis – Agricultural Fieldman	Present
Scott Franchuk – Fire Chief	Present
Dave Franchuk – Env. Operations Manager	Present
John Malysh – Natural Gas Manager	Present
Trevor Tychkowsky – Safety Officer	Present
Arlene Shwetz – Comm. Services Coordinator	Present
Rose Lyle – Tax/Accounting Clerk	Present
Carole Dowhaniuk – Road Projects Clerk	Present

Agenda:

Agenda
252-12: Bobocel

That the Agenda for Thursday, December 20, 2012 County Council Budget Meeting, be adopted, as amended:

Addition(s):

1. Executive Session: Legal.

Carried Unanimously.

3. Minutes:

No Minutes.

7. Delegation:

Agricultural Development Workshop

Present before County Council at 10:06 a.m. to 10:20 a.m. were Angela and Robert Semeniuk, Community Learning Council Committee Members in conjunction various Sponsors and Partners hosting the Agricultural Development Workshop entitled, “Learning Today for Farming Tomorrow; Future Trends in Food” on February 23, 2013. Community Learning Council is seeking sponsorship to assist with speaker costs for this event.

253-12: Cholak That Smoky Lake County Agricultural Service Board donate as a co-sponsor and partner in the amount of **\$3,000.00** in support of the Agricultural Development Workshop entitled, “Learning Today for Farming Tomorrow; Future Trends in Food” on February 23, 2013 at the Smoky Lake Agricultural Complex, organized by the Smoky Lake County Community Learning Council.

Carried.

3. Minutes:

No minutes.

4. Request for Decision:

**Smoky Lake Fire Department
2013 Budget: Operations**

254-12: Danyluk That Smoky Lake County Council adopt the **2013 Budget** for Operational Materials and Supplies towards Personal Protective Equipment, Equipment and Occupational Health and Safety purchases for the Smoky Lake Fire Department, as per Bylaw No. 1246-12: Joint Operation Agreement for the provision of Fire Protection Services with the Town of Smoky Lake; and not to exceed in the amount of **\$ 25,000.00**.

Carried.

2013 Budget: Training

255-12: Cherniwchan That Smoky Lake County Council adopt the **2013 Budget** for Training for the Smoky Lake Fire Department, as per Bylaw No. 1246-12: Joint Operation Agreement for the provision of Fire Protection Services with the Town of Smoky Lake; not to exceed in the amount of **\$ 21,500.00**.

Carried.

2013 Capital Expenditure: Unit 405 - 1997 Freightliner Fire Truck Pump

256-12: Bobocel That Smoky Lake County Council adopt the **2013 Capital Item Expenditure** in the amount of **\$10,000.00** to re-build the pump on Unit 405 - 1997 Freightliner Fire Truck for the Smoky Lake Fire Department; and cost share on the basis of 60/40: County at Sixty (60%) Percent and Town at Forty (40%) Percent.

Carried.

2013 Agricultural Service Board Strategic Plan

257-12: Bobocel That Smoky Lake County submit the 2013 Agricultural Service Board Strategic Plan – Policy Statement No. 62-10-02 and estimated Statement of Expenses for 2013 budget in the amount of \$499,609.00 to Alberta Agriculture, as part of the 2013 Program Funding Agreement; as follows:

Purpose:	To establish a three-year Strategic Plan for the Smoky Lake County Agricultural Service Board.
Policy Statement and Guidelines:	
STATEMENT: The Smoky Lake County Agricultural Service Board (ASB) is in the business of providing its residents with agricultural programming to enhance the environment, farm income and quality of life. This is achieved through Roadside Vegetation Management Programming, Agricultural Extension Programming, Problem Wildlife Programming, Pest Control and Monitoring as well Government Lobbying.	

The Agricultural Service Board is also responsible for enforcement of Provincial Legislation such as the *Weed Act*, *Agricultural Pest Act*, *Agricultural Service Board Act*, *Soil Conservation Act* and the *Animal Health Act*.

VISION STATEMENT:

To encourage sustainable agriculture, environmental integrity and improved quality of life in Smoky Lake County.

MISSION STATEMENT:

To provide services, policies and education for Agricultural families, businesses and the public to enhance the environment, farm income and quality of life.

STRATEGIC PRIORITIES:

The Smoky Lake County Agricultural Service Board identifies the following priorities:

- One: Vegetation Management.
- Two: Invasion Species.
- Three: Environmental Stewardship.
- Four: Problem Wildlife.
- Five: Agricultural Extension.
- Six: Pest Management.
- Seven: Viable Livestock Industry.
- Eight: Soil Conservation.
- Nine: Intergovernmental Co-operation.

IMPLEMENTATION:

1. Smoky Lake County Agricultural Service Board shall review annually and as required by Alberta Agriculture.
2. Smoky Lake County Agricultural Service Board staff will consider and follow the priorities of the Strategic Plan when creating budgets and work plans.

The Smoky Lake County Agricultural Service Board Strategic Plan 2011 – 2013 forms part of ***Policy Statement 62-10: Agricultural Service Board Strategic Plan.***

**SMOKY LAKE COUNTY
AGRICULTURAL SERVICE BOARD
STRATEGIC PLAN 2011 – 2013**



STRATEGIC PLAN 2013																					
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<p>Strategic Plan</p>	<p>Overview of Statements</p>
<p>STATEMENT: The Smoky Lake County Agricultural Service Board is in the business of providing its residents with Agricultural Programming to enhance the environment, farm income and quality of life. This is achieved through Roadside Vegetation Management Programming, Agricultural Extension Programming, Problem Wildlife Programming, Pest Control and Monitoring as well as, Government Lobbying. The Agricultural Service Board is also responsible for enforcement of Provincial Legislation such as the <i>Weed Act</i>, <i>Agricultural Pests Act</i>, <i>Agricultural Service Board Act</i>, <i>Soil Conservation Act</i>, and the <i>Animal Act</i>.</p> <p>VISION STATEMENT: To encourage sustainable agriculture, environmental integrity and improved quality of life in Smoky Lake County.</p> <p>MISSION STATEMENT: To provide services, policies and education for Agricultural families, businesses and the public to enhance the environment, farm income and quality of life.</p> <p>VALUES:</p> <p>Integrity: The Smoky Lake County Agricultural Service Board will conduct business in an ethical manner respecting the environment, public and applicable legislation.</p> <p>Commitment to Service: The Smoky Lake County Agricultural Service Board will strive to provide the best service possible to its ratepayers conducting operations in an efficient and cost effective manner.</p> <p>Progressive: The Smoky Lake County Agricultural Service Board will take a proactive and innovative approach in its programming examining new technologies and protocol while accepting and implementing relevant public input.</p> <p>Resources:</p> <p><u>Manpower:</u></p> <ul style="list-style-type: none"> ■ Agricultural Fieldman ■ Assistant Agricultural Fieldman – Environmental Services ■ Two Weed Inspectors/Sprayer Operators (Seasonal) ■ Two Mower Operators (Seasonal) <p><u>Equipment:</u></p> <ul style="list-style-type: none"> ■ 3 x 90+ horsepower FWA assist tractors with 2 10 ft mowers and 1 8 ft. mower ■ 1 chemical injection GPS equipped spray truck ■ 2 x skid mount boomless sprayers ■ 4 x ¾ ton pick-up trucks ■ ATV equipped with sprayer ■ ATV Trailer 	
<p>1.</p>	<p>Vegetation Management</p>
<p>Goal: To execute Integrated Vegetation Management Program on Municipal Right-of-Ways.</p>	
<p>Strategy:</p> <p>1.1 Identify Problem Areas</p> <p>Activity 1.1.1 Conduct weed inspections once annually on all Municipal Right-of-Ways and re-inspect problem areas throughout the growing season.</p> <p>Key emphasis will be on Prohibited Noxious and Noxious weeds as well as other invasive species and analyzing both environmental and economic threats.</p>	

<p>1.2</p>	<p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Number of Weed Inspections completed. ■ Miles of Road Inspected. <p>Evaluation: _____</p> <p>Roadside Spray Program</p> <p>Activity 1.2.1 Agricultural Service Board Staff will spray 1/3 of the County each year, spot spray where necessary. A reverse fence line program will be offered in 2013.</p> <p>Activity 1.2.2 Brush will be sprayed in conjunction with Public Works Department to keep Right-of-Ways brush free to enhance visibility and snow removal operations.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Miles of Road Sprayed. ■ Reduction in weed populations. ■ Reduction of weed complaints on Municipal Right-of-Ways. <p>Evaluation: _____</p>
<p>1.3</p>	<p>Roadside Mowing Program</p> <p>Activity 1.3.1 All Municipal Right-of-Ways will be mowed twice per year to increase visibility and control weed and brush re-growth. Resources, Resort and other Major Roadways will be mowed on an needed basis.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Miles of Road Mowed. ■ Reduction in mowing complaints. <p>Evaluation: _____</p>
<p>2.</p>	<p>Invasive Species</p> <p>Goal:</p> <p>To control the spread and prevent the establishment of invasive species on privately owned land through responsible communication with landowners, occupants, industry stakeholders and members of the general public.</p> <p>Strategy:</p> <p>2.1 Weed Inspection Program</p> <p>Activity 2.1.1 Conduct weed inspections on private land in conjunction with Municipal Right-of-Ways weed inspections and as complaints arise.</p> <p>Activity 2.1.2 Effectively communicate with landowners and occupants where weed issues arise.</p> <p>Activity 2.1.3 Issue weed notices as a last resort method when all other avenues have been exhausted.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Number of Weed Inspections conducted on private land. ■ Reduction of weed complaints. ■ Reduction of Prohibited Noxious and Noxious weed infestations. <p>Evaluation: _____</p> <p>2.2 Establishment of a Weed Awareness and Education Program</p> <p>Activity 2.2.1 Offer workshops to agricultural producers, landowners, occupants, industry stakeholders and members of the general public in the identifications, control and impact of invasive species and the <i>Weed Control Act</i>.</p>

	<p>Activity 2.2.2 Produce and circulate information sheet on Invasive species to County residents through Mail as well as at Community events.</p> <p>Activity 2.2.3 Make individual farm calls on an as needed basis to assist producers with the identification and control of invasive species.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Reduced populations of invasive species within the County. ■ Reduced amount of weed complaints. <p>Evaluation: _____</p>
3.	Environmental Stewardship
	<p>Goal:</p> <p>To develop and deliver collaborative environmental stewardship initiatives that result in sustainable growth of Smoky Lake and Thorhild Counties farm and ranch industry.</p>
	<p>Strategy:</p> <p>3.1 Ensure the stability of safe, healthy ground water and surface water within Smoky Lake and Thorhild Counties.</p> <p>Activity 3.1.1 Work with local producers and the local Health Unit to develop a water monitoring program by Collecting benchmark information of bored and drilled well ground water quality.</p> <p>Activity 3.1.2 Work with Agriculture and Rural Development to host Working Well workshops and provide expertise to producers on well construction, proper maintenance techniques and proper ways to decommission old abandoned wells.</p> <p>Activity 3.1.3 Collect basic benchmark information annually on surface water quality from all recreational lakes within Smoky Lake and Thorhild Counties.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Record of ground water quality will be started and maintained. ■ Landowners will begin to plan for the decommissioning of abandoned wells. ■ Abandoned wells in the Counties will start to be decommissioned. ■ Record of surface water quality will be started and maintained. ■ Producers will adopt practices to ensure safe and secure drinking water. ■ Increased awareness of the importance of ground water quality and proper well construction and maintenance. <p>Evaluation: _____</p> <p>3.2 Increase the adoption of grazing management plans in Smoky Lake and Thorhild Counties.</p> <p>Activity 3.2.1 Increase producer awareness about beneficial Management practices relating to pasture Management systems through newsletters, field days, workshops, grazing schools, etc.</p> <p>Activity 3.2.2 Work one-on-one with producers to help develop a pasture plan for their operation (including annual pasture health assessments, balancing stocking rates and forage production, discussing management decisions, etc.).</p> <p>Activity 3.2.3 Assist local producers in completing their Environmental Farm Plans and applying for Funding under the Growing Forward 2 Program.</p>

	<p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Increased pasture health. ■ Increased adoption of beneficial management practices by producers. ■ Completed and approved Environmental Farm Plans. ■ Projects funded through the Growing Forward Program. <p>Evaluation: _____</p>
3.3	<p>Increase the adoption of integrated crop management practices in Smoky Lake and Thorhild Counties.</p> <p>Activity 3.3.1 Partner with cropping agencies to promote the adoption and benefits of variable rate technology, pest management, improved seeding systems and safe product storage.</p> <p>Activity 3.3.2 Increase producers awareness about beneficial management practices relating to integrated crop management.</p> <p>Activity 3.3.3 Assist producers in completing their Environmental Farm Plans and applying for Funding under the Growing Forward 2 Program.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Improved safe product storage. ■ Cropping inputs will be maximized and environmental risk reduced. ■ Completed and approved Environmental Farm Plans. ■ Projects funded through the Growing Forward 2 Program. ■ Increased adoption of beneficial management practices by producers. <p>Evaluation: _____</p>

4.	Problem Wildlife
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Goal:
To co-operate and execute and Problem Wildlife Management Program.

Strategy:

4.1 **Agricultural Land Flooding Control Program**

Activity 4.1.1 The Agricultural Service Board will provide the services to facilitate the removal of beaver dams with explosives where there is flooding of agricultural land and other methods of removal and control will not work.

Activity 4.1.2 The Agricultural Service Board will provide information to landowners through mailouts, county website and on farm visits on alternate methods of beaver and flood control.

Activity 4.1.3 Water level stabilization devices will be installed in areas where repetitive blasting is required to reduce costs and environmental footprint.

Activity 4.1.4 Agricultural Service Board will assist Public Works Department when County roads are affected by beaver dam flooding.

Activity 4.1.5 The Agricultural Service Board will continue to offer a bounty of Fifteen Dollars per beaver tail removed from flooded agricultural land.

Activity 4.1.6 Landowners will be offered a list of County approved trappers to help facilitate removal.

	<p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Reduced flooding complaints. ■ Participation in Bounty Program. ■ Reduction in the amount of blasting product used. <p>Evaluation: _____</p> <p>4.2 Control Coyote Predation of Livestock.</p> <p>Activity 4.2.1 Toxicants (i.e., 1080) will be available to livestock producers who have coyote predation in their herds. This will be a last resort after all other methods of control and management have been explored.</p> <p>Activity 4.2.2 Educate livestock producers on herd management strategies to prevent losses from coyote predation via mailouts or producer workshops.</p> <p>4.3 Nuisance Pest Management.</p> <p>Activity 4.3.1 Magpie and mole traps will be available for purchase from the Agricultural Service Board.</p> <p>Activity 4.3.2 Richardson ground squirrel control methods (i.e., strychnine) will be available for purchase as availability permits.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Number of traps sold. ■ Amount of Richard Ground Squirrel product sold. <p>Evaluation: _____</p> <p>4.4 Alternate Control Methods.</p> <p>Activity 4.4.1 Agricultural Service Board staff will continue to look into alternate control methods for all problem wildlife. This will be achieved through attending annual IST, as well as accessing government research, private research and other available learning tools.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Reduction in the use of conventional control methods and/or increased adaption of new alternative methods. <p>Evaluation: _____</p>
5.	Agricultural Extension
	<p>Goal:</p> <p>To communicate with and educate agricultural producers through an agricultural extension program which offers viable information to enhance all areas of agricultural production and rural life.</p> <hr/> <p>Strategy:</p> <p>5.1 Facilitate the flow of current information to agricultural producers.</p> <p>Activity 5.1.1 Identify current topics and information which will be informative and relevant to agricultural producers.</p> <p>Activity 5.1.2 Present topics to agricultural producers in formats which will be well accessed, informative and interesting.</p> <p>Activity 5.1.3 Update producers on municipal policy or Legislative changes in conjunction with other Workshops or via mailouts and website updates.</p> <p>Activity 5.1.4 Post updated information on the Smoky Lake County website.</p>

<p>5.2</p>	<p>Activity 5.1.5 In the event of an agricultural emergency every effort will be made to get relevant information out to producers in a timely manner.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Attendance at workshops. ■ Increased producer awareness. ■ Positive feedback. <p>Evaluation: _____</p> <p>Host producers appreciation events.</p> <p>Activity 5.2.1 Host farmer appreciation day BBQ.</p> <p>Activity 5.2.2 Investigate other producer appreciation events; i.e., golf tournaments, suppers, breakfast meetings and other types of events.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Event attendance. ■ Positive feedback. <p>Evaluation: _____</p>
<p>6.</p>	<p>Pest Management</p>
<p>Goal:</p> <p>To provide Smoky Lake County agricultural producers with responsible pest management strategies, pest monitoring and enforce control of declared pests.</p>	
<p>Strategy:</p>	
<p>6.1</p>	<p>Participate in pest monitoring program.</p> <p>Activity 6.1.1 Conduct clubroot surveys on an annual basis.</p> <p>Activity 6.1.2 Agricultural Service Board staff will monitor conditions on an on-going basis throughout the growing season and if conditions permit surveys or inspections will take place.</p> <p>Activity 6.1.3 Conduct other pest surveys as directed by Alberta Agriculture or as other agronomic or Climatic conditions dictate (i.e., weed survey, fusarium survey, etc.).</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Surveys completed. ■ Pests identified. <p>Evaluation: _____</p>
<p>6.2</p>	<p>Develop and execute pest management strategies to protect Agricultural commodities.</p> <p>Activity 6.2.1 Advise agricultural producers on clubroot management plan and policy and enforce as per the <i>Pest Control Act</i>.</p> <p>Activity 6.2.2 Agricultural Service Board will rebate growers for applying insecticide in Municipal Right-of-Ways where grasshoppers are considered above the economic threshold and are applying insecticide in the adjacent field.</p> <p>Activity 6.2.3 Agricultural Service Board staff will apply Eco Bran Bait in Municipal Right-of-Ways Where insecticide is not permitted or practical if the landowner is applying insecticide on the adjacent field.</p> <p>Activity 6.2.4 Eco Bran Bait will be retailed and Eco Bran Bait spreaders will be available for rent.</p> <p>Activity 6.2.5 Create pest management strategies to combat other pest problems as they arise.</p> <p>Activity 6.2.6 Act as Officers to enforce the <i>Pest Control Act</i>.</p>

<p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Clubroot status within the Municipality. ■ Participation in the insecticide rebate program. ■ Number of miles treated with Eco Bran Bait. ■ Number of enforcements. <p>Evaluation: _____</p>	
7.	Viable Livestock Industry
<p>Goal: To support a viable livestock industry in Smoky Lake County.</p>	
<p>Strategy:</p>	
7.1	<p>Cattle Scale.</p> <p>Activity 7.1.1 Agricultural Service Board will provide a cattle scale for use at no cost to livestock producers who reside within the Municipality as per County Policy.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Amount of scale usage. <p>Evaluation: _____</p>
7.2	<p>Offer workshops and other events to assist and enhance livestock industry.</p> <p>Activity 7.2.1 Workshops will be offered to livestock producers on an as needed basis. If emergency situations arise information will be distributed via workshop (i.e., drought, feed shortage, disease outbreak, marketing situations, etc.).</p> <p>Activity 7.2.2 Explore other options to support cattle industry such as cattle sales, fairs, tradeshow, etc..</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Number of workshops held. ■ Other events held. ■ Positive feedback from ratepayers. <p>Evaluation: _____</p>
8.	Soil Conservation
<p>Goal: Protect the quality and integrity of agricultural soils in Smoky Lake County.</p>	
<p>Strategy:</p>	
8.1	<p>Roadside Seeding Program.</p> <p>Activity 8.1.1 Agricultural Service Board staff will seed Municipal Right-of-Ways where construction Projects have taken place.</p> <p>Activity 8.1.2 Grass seed will be provided to adjacent Landowners if construction on a County Right-of-Way has affected their farming operations and they wish to do the seeding themselves.</p> <p>Performance Measures:</p> <ul style="list-style-type: none"> ■ Number of miles of roadside seeding. ■ Amount of grass seed distributed. <p>Evaluation: _____</p>
8.2	<p>Soil Conservation Act.</p> <p>Activity 8.2.1 Agricultural Service Board staff will be designated officers under the <i>Soil Conservation Act</i> and enforce applicable legislation as situations arise.</p>

Performance Measures: ■ Number of complaints. Evaluation: _____	
9.	Intergovernmental Co-operation
Goal: Pursue intergovernmental co-operation.	
Strategy: 9.1 Actively lobby Government agencies to protect the interests of the Smoky Lake County agricultural community. Activity 9.1.1 Agricultural Service Board to participate in drafting and passing resolutions at Regional and Provincial Agricultural Service Board Conferences. Activity 9.1.2 Every effort will be made to convey agricultural concerns from the agricultural committee to relevant government agencies via face-to-face interactions, letter writing or any other available means. Performance Measures: ■ Government response. ■ Positive feedback. Evaluation: _____	

Carried.

Natural Gas Department

AMR: Automatic Meter Reading

258-12: Bobocel

That Smoky Lake County Natural Gas purchase all various sizes of new Elster Meters with AMR: Automatic Meter Reading Device compatible meters, including Domestic, Commercial and Industrial Meters from Barchard Engineering Ltd., Edmonton, Alberta.

Carried.

2013 Staffing Position: Public Works

259-12: Bobocel

That Smoky Lake County approve for Year 2013 a Seasonal Position for the Public Works Department for a “Scale Operator” commencing May 1, 2013 to October 31, 2013; and the 2013 Public Works Department budget for this position in the amount not to exceed \$45,000.00.

MOTION DEFEATED.

Executive Session

260-12: Danyluk

That County Council go into Executive Session to discuss personnel issues, time 11:25 a.m.

Carried.

Dave Kully, Public Works Shop Foreman; Ed English, Peace Officer/Recreation Manager; Aline Brousseau, Planning and Development Manager; Kurt Holdis, Agricultural Fieldman; Scott Franchuk, Fire Chief; Dave Franchuk, Environment Operations Manager; John Malysh, Natural Gas Manager; Trevor Tychkowsky, Safety Officer; Arlene Shwetz, Communication Services Coordinator; Rose Lyle, Tax/Accounting Clerk; and Carole Dowhaniuk, Road Projects Clerk left the Council Chambers, time 11:25 a.m. for lunch adjournment.

261-12: Cherniwchan That County Council go out of an Executive Session, time 12:09 p.m.

Carried.

2013 Staffing Position: Public Works

262-12: Danyluk That Smoky Lake County approve for Year 2013 a Seasonal Position for the Public Works Department for a “Scale Operator” commencing May 1, 2013 to October 31, 2013; and the 2013 Public Works Department budget for this position in the amount not to exceed **\$40,000.00**.

Carried.

Meeting Recessed

Meeting recessed for Lunch, time 12:10 p.m.

Meeting Reconvene

The meeting reconvened on a call to order by Reeve Dareld Cholak at 1:15 p.m. in the presence of all Council members, and the Chief Administrative Officer, Assistant Chief Administrative Officer/Recording Secretary; the Finance Manager; and all Administrative Staff in attendance.

4. Request For Decision:

2013 Staffing Position: Public Works

263-12: Bobocel That Smoky Lake County include in the 2013 Budget for one Equipment Operator Position and for one Labour Position for the Public Works Department.

Carried.

2013 Staffing Position: Agricultural Service Board Department

264-12: Bobocel That Smoky Lake County include in the 2013 Budget for one Summer Seasonal Position to assist with mowing, spraying and blasting for the Agricultural Service Board Department.

MOTION DEFEATED.

2013 Staffing Position: Planning and Development Department

265-12: Cherniwchan That Smoky Lake County include in the 2013 Budget for one Summer Student Clerk Position to assist with filing; and the 2013 Planning and Development Department for this position be allocated a budget funding amount of **\$11,000.00**.

Carried.

2013 Budget: Discussion

Proposed – Amendment Summary

County Council discussed the Summary of Amendments to the proposed 2013 Total Function Budget - Operations, Three-Year Road Plan and the Five-Year Capital Plan.

BUDGETED			\$ (972,618.00)
Revenue Changes	WAS	IS	
Increase tax revenue for inflation (3%)			\$ 247,777.00
Use Regional Landfill Reserve for Safety Rails			\$ 8,200.00
Use Regional Landfill Reserve for Stry Mini Transfer Station			\$ 25,000.00
Fund the remainder of Internet Towers from Reserve			\$ 113,925.00
Total Increase in Revenues			\$ 394,902.00
Expense Changes			

Lower Transfer for phone system	\$ 25,000.00	\$ 15,000.00	\$ (10,000.00)
Remove Bellis Beach Playground (we did not get funding)	\$ 25,000.00		\$ (25,000.00)
Reduce Road Program from 1.9 to 1.6			\$ (300,000.00)
Postpone PW Office Succession Planning to 2014			\$ (24,500.00)
Postpone AG Truck to 2014			\$ (42,500.00)
Remove Mons Lake / Whitefish Lake pier/boat launch parking			\$ (50,000.00)
Remove Contingency			\$ (100,000.00)
Lower transfer for fire equipment storage shop			\$ (20,000.00)
Lower ASP Plan Budget			\$ (6,000.00)
Decrease budget for Public Works Scale Operator			\$ (11,500.00)
Decrease budget for ASB Summer Position			\$ (22,500.00)
Total Increase in Expenses		\$ 15,000.00	\$ (612,000.00)
Interim Budgeted Surplus			\$ 34,284.00

Three-Year Road Plan: 2013 - 2015

Discussion: Public Works Road Work Processes

County Council held discussion on the Public Works Department Work Processes for Paving, Oil Treatment and Base Stabilization; Rehabilitation and Construction Road Projects.

Year 2012: Road Projects

County Council reviewed the 2012 Year Road Projects.

Discussion:

- **Project C1215:** Twp 605 East of RR 185 – remaining balance in the funding amount of \$10,277.31 be transferred to Year 2013 to complete the Project C1215.

2012 Three-Year Road Plan: Project C1215

266-12: Orichowski That Smoky Lake County re-allocate the remaining funding in the amount of **\$10,277.31** from the 2012 Three-Year Road Project C1215: Twp 605 East of RR 185 to the 2013 Three-Year Road - Project C1215: Twp 605 East of RR 185.

Carried.

Transportation: Three-Year Road Plan

Policy Statement No. 03-18-09: Three-Year Road Plan

267-12: Danyluk That **Policy No. 03-18-09** entitled **Three-Year Road Plan** be approved, as amended:

Purpose:	The intent of the three-year road plans is to identify and prioritize required roadway improvements on a long-term basis.
Policy Statement and Guidelines:	
GUIDELINES	
1. The three-year road plan conforms with the objectives and criteria outlined, <i>as per Policy 03-15: Road Policy and Policy 03M-04: Road Projects Profile.</i>	
2. The plan is limited to the identification of specific annual projects for a future period of three-years based on anticipated revenue and/or other budget and capacity limitation.	
3. The three-year plan are subject to an annual review and update.	
ROAD PLANS: REVIEW AND UPDATE PROCESS	
1. The Three-Year Road Plan will be reviewed, updated and accepted by Council <i>as per Policy 08-11: Budget Development</i> process during October and November of each year.	
2. The review process will include past year’s projects.	
3. The development and approval of a “new” Three-Year Plan will	

primarily include:

- uncompleted projects from the previous year, plus projects previously identified in the plan.
 - projects for coming year (previously identified in the plan).
 - plus new proposed projects for the third year.
4. The planned order of year-one construction projects will be determined every year with the setting of the Transportation Budget: Three-Year Road Plan, as per *Policy 03-15: Road Policy*.
 5. Once the annual plan and construction schedule have been approved, additions, or deletions of specific projects require approval by resolution of Council. Normally, changes to the above should be considered on the basis of persistent weather problems, major equipment problems or financial considerations only. Progress on the planned order of construction will be reported to Council by Public Works monthly.



2012 ROAD PROJECTS - COMPLETED

PAVING, OIL TREATMENT AND BASE STABILIZATION	Code	Days	Length	Actual Costs
RR 180 north of Twp 594	P1235	1.5	0.37 miles	\$ 46,163.35
Hill Side Acres	MG1211	2	0.81 miles	\$ 17,653.12
Twp 592 between RR 170 – 171	MG1213	2	1 mile	\$ 12,260.50
Twp 592 between RR 183 – 182A	MG1223	2	.5 miles	\$ 5,116.44
RR 183 between Twp 592 – 591A	MG1233	2	.5 miles	\$ 5,894.53
RR 173 between Twp 584 – 583A	MG1243	2	.5 miles	\$ 6,373.37
ASPHALT PAVING	Code	Days	Length	Actual Costs
Twp 620 between Hwy 36 – RR 142	P1231	2	1.0 miles	\$ 216,438.49
Bonnie Lake	P1241	6	2.45 miles	\$ 450,382.29
Twp 584 between Hwy 859 – RR 134	P1212	2	1 mile	\$ 230,140.77
RR 152 between Hwy 28-Twp 593	P1222	2	1 mile	\$ 152,260.01
Twp 584 between RR 173 – Hwy 855	P1233	2	1 mile	\$ 207,986.60
Twp 584 between RR 182 – 181	P1243	2	1 mile	\$ 204,036.01
Mons Lake	P1254	5	1.29 miles	\$ 244,485.59
RR 170 between Twp 595 – 600A	P1234	4	1.43 miles	\$ 282,840.90
RR 152: Bellis – 50 Street	P1244	1	624' x 69'	\$ 64,965.17
RR 183 between Twp 600 – 602	P1215	2	2 miles	\$ 383,872.95
TOTAL				\$ 2,530,870.09

REHABILITATION	Code	Days	Length	Actual Costs
Twp 590 between Hwy 859 – RR 130	R21012	5	5 miles	\$ 65,267.52
Twp 594 between Hwy 855 – RR 174	R1214	1.5	1 mile	\$ 7,818.66
RR 183 between Twp 600 – 601	R1215	1	1 mile	\$ 9,572.21
RR 181 between Twp 600 – 601	R1225	1	1 mile	\$ 17,187.23
Warspite Res #455-12	WAR12	7		\$ 19,037.46
TOTAL				\$ 118,883.08

CONSTRUCTION	Code	Days	Length	Actual Costs
Twp 605 East of RR 185 Res #911-12	C1215	14	1/4 mile	\$ 42,747.69
TOTAL				\$ 42,747.69

GRAVELLING				
Miles per Division	Code	Recommended Miles	Actual Gravel	Actual Costs
143.5	PW45	34.0	5,581.32	\$ 117,207.72
221.5	PW46	69.0	10,750.92	\$ 247,271.16
159.0	PW47	44.5	7,323.56	\$ 102,529.84
163.5	PW48	40.0	6,587.39	\$ 98,810.85
217.5	PW49	63.0	9,795.42	\$ 146,931.30
905.0 Miles		250.5 Miles	40,038.61	\$ 712,750.81
	Contingency		6,123.57	\$ 113,714.69
	TOTAL		46,162.18	\$ 826,465.50



2013 Road Projects

Calculation of 2013 year: Project(s) Workdays:

Project days: May to Mid October 2013
 5.5 months x 20 days = 110 days
 ▪ Less 20 days: weather
 and 20 days: moves/breakdowns, dust control/road repairs
Equals 70 days

Maintenance Gravel:

44,726.5 tonnes to be distributed among all divisions.
 5,000.0 tonnes: Contingency Gravel

Grants Available for 2013:

- **Federal Gas Tax**
(formerly New Deal for Cities and Communities) = \$ 151,365.00
- **Base Municipal Transportation Grant** = \$ 457,250.00
- **Municipal Sustainability Initiative** = \$ 1,048,100.00

2013 Graveling Projects

Road Categories	Description	Code	Rate of Material / mile Tonne - Yards	# of Years
Exceptional	Extreme traffic and Heavy Loads	Exe	187 - 150	Annual
Category #1	Paved , oiled and base stabilized roads	C1	----	---
Category #2	High usage arterial and feeder gravel roads	C2	187 - 150	2
Category #3	Moderate usage collector gravel roads with through traffic and serving several residents	C3	156 - 125	3
Category #4	Little used and dead end roads	C4	125 - 100	4

2013 Graveling

Miles per Category	Code	Recommended Miles	Recommended Gravel	Estimate Costs
15.5	Exe	10.5	1,837.5	\$ 26,250.00
95.0	C1	---	----	---
152.0	C2	72.0	13,464.0	\$ 259,930.00
517.5	C3	158.5	25,237.5	\$ 434,827.50
125.0	C4	33.5	4,187.5	\$ 79,375.00
Total Miles – 905	Total	274.5	44,726.5	\$ 800,382.50



2013 ROAD PROJECTS

PAVING, OIL TREATMENT AND ROAD STABILIZATION	Code	Days	Length	Estimate Costs
RR 124 between Twp 602 – Twp 600A	P1311	3	1.5 miles	\$ 225,057.00
Twp 592 between RR 170 – RR 171	P1223	2	1 mile	\$ 133,787.00
Twp 584 between RR 181 – RR 180	P1333	2	1 mile	\$ 138,200.00
RR 162 between Hwy 28 – Twp 594A	P1334	2	1 mile	\$ 112,200.00
Twp 600 between RR 152 – East 650m	P1324	2	0.4 miles	\$ 54,000.00
Twp 600 between RR 181A – 183	P1225	2	1.2 miles	\$ 168,765.00
TOTAL				\$ 832,009.00

REHABILITATION	Code	Days	Length	Estimate Costs
RR 124 between Twp 602 – 600A	R1211	2	1.5 miles	\$ 33,000.00
RR 163 between Hwy 28 – Twp 595	R1314	2	1.2 miles	\$ 40,000.00
Twp 600 between RR 143A – Hwy 36	R1331	1	0.5 miles	\$ 10,000.00
Twp 594 between RR134A – RR 140	R2711	2	1.5 miles	\$ 33,000.00
Twp 595A between RR 123 – RR 124	R1321	1.5	1 mile	\$ 21,000.00
RR 133 between Hwy 28 – Twp 593	R2652	1.5	1 mile	\$ 20,000.00
Twp 592 between Hwy 855 – RR 172	R1323	1.5	1 mile	\$ 20,000.00
Twp 584 between RR 183 – RR 184	R1313	1.5	1 mile	\$ 20,000.00
Twp 600 between RR 151A – RR 143A	R1334	5	4 miles	\$ 80,000.00
RR 155 between Hwy 28 – Twp 594	R1344	1	3/4 mile	\$ 15,000.00
Twp 602 between RR 151 – RR 152	R1354	1.5	1 mile	\$ 20,000.00
RR 191 between Hwy 28 – Twp 600	R1315	6	3.5 miles	\$ 110,524.00
RR 200 between Hwy 656 – Twp 594	R1325	3	2 miles	\$ 40,000.00
TOTAL				\$ 462,524.00

CONSTRUCTION	Code	Days	Length	Estimate Costs
RR 142 between Hwy 28 Twp 592 "Contract Out"	C1312	25	1.5 miles	\$ 305,200.00
Twp 605 East of RR 185 Res #266-12	C1215		1/4 mile	\$ 10,277.31
TOTAL				\$ 315,477.31

GRAVELLING	Code	Recommended Miles	Recommended Gravel	Estimate Costs
143.5	PW45	40.0	7,077.0	\$ 148,617.00
221.5	PW46	73.0	11,837.5	\$ 272,262.50
159.0	PW47	48.0	7,677.0	\$ 107,478.00
163.5	PW48	54.5	8,621.0	\$ 129,315.00
217.5	PW49	59.0	9,514.0	\$ 142,710.00
905.0 Miles		274.5 Miles	44,726.5	\$ 800,382.50
		Contingency	5,000.0	\$ 90,000.00
TOTAL			49,726.5	\$ 890,382.50



2014 ROAD PROJECTS

PAVING , OIL TREATMENT AND BASE STABILIZATION	Code	Days	Length	Estimate Costs
Twp 602 east of RR 124	P1221	1	0.25 miles	\$ 37,510.00
Twp 594 between RR 134A – RR 140	P1411	3	1.5 mile	\$ 225,000.00
Twp 590 between RR 180 – RR 181s	P1213	2	1 mile	\$ 140,000.00
Twp 592 between RR 172 – RR 171	P1413	2	1 mile	\$ 70,000.00
Twp 592 between Hwy 855 – RR 172	P1343	2	1 mile	\$ 68,000.00
RR 163 between Hwy 28 – Twp 595	P1414	2	1.2 miles	\$ 168,000.00
Twp 612 between Hwy 855 – RR 174	P1424	2	1 mile	\$ 146,035.00
RR 191 between Hwy 28 – Twp 594	P1315	3	1.5 miles	\$ 210,957.00
TOTAL				\$1,065,502.00

REHABILITATION	Code	Days	Length	Estimate Costs
Twp 602 east of RR 124	R1411	1	.25 mile	\$ 5,500.00
Twp 594 between RR 140 – Hwy 28	R1311	3.5	2.5 miles	\$ 53,000.00
RR 133 between Twp 592 – Twp 593	R1412	1.5	1 mile	\$ 20,000.00
Twp 592 between RR 172 – RR 171	R1413	1.5	1 mile	\$ 15,000.00
RR 172 between Twp 590 – Twp 584	R2843	3	2 miles	\$ 40,000.00
RR 200 between Twp 594 – Hwy 28	R1425	3	2.5 miles	\$ 50,000.00
RR 174 between Twp 594 – 595	R1414	1.5	1 mile	\$ 20,000.00
RR 191 between Twp 600 – Twp 602	R1415	4	2 miles	\$ 67,728.00
TOTAL				\$ 271,228.00

CONSTRUCTION	Code	Days	Length	Estimate Costs
RR 142 between Twp 592 - Twp 590 "Contract"	C1412	30	2 miles	\$ 320,000.00
TOTAL				\$ 320,000.00

GRAVELLING				
Miles per Division	Code	Recommended Miles	Recommended Gravel	Estimate Costs
143.5	PW45	39.0	6,533.5	\$ 137,203.50
221.5	PW46	78.0	12,664.0	\$ 291,272.00
159.0	PW47	55.0	9,138.0	\$ 127,932.00
163.5	PW48	53.0	8,516.0	\$ 127,740.00
217.5	PW49	73.5	11,822.5	\$ 177,337.50
905.0 Miles		297.5 Miles	48,674.0	\$ 861,485.00
Contingency			5,000.0	\$ 90,000.00
TOTAL			53,674.0	\$ 951,485.00



2015 ROAD PROJECTS

PAVING ,OIL TREATMENT AND BASE STABILIZATION	Code	Days	Length	Estimate Costs
RR 124 between Twp 602 – Twp 604	P1511	4	2 miles	\$ 290,000.00
Twp 592 between Hwy 855 - RR 174	P1513	2	1 mile	\$ 145,000.00
Twp 584 between RR 180 – RR 175	P1523	2	1 mile	\$ 145,000.00
RR 162 between Twp 595 – Twp 600	P1514	2	1 mile	\$ 125,786.00
TOTAL				\$ 705,786.00

REHABILITATION	Code	Days	Length	Estimate Costs
RR 124 between Twp 602 – Twp 604	R1421	3	2 miles	\$ 60,000.00
RR 180 between Twp 590 – Twp 584	R1323	3	2 miles	\$ 40,000.00
RR 155 between Twp 610 – Twp 601A	R2614	5	4.5 miles	\$ 90,000.00
Twp 594 between RR 155 – RR 160	R1514	1.5	1 mile	\$ 20,000.00
RR 153 between Twp 602A – Twp 601A	R1524	1.5	1 mile	\$ 20,000.00
Twp 602 between RR 153 – RR 154	R1534	1.5	1 mile	\$ 20,000.00
RR 154 between Twp 602 – Twp 601A	R1544	1	0.5 mile	\$ 10,000.00
RR 174 between Twp 595 – Twp 600	R1554	1.5	1 mile	\$ 20,000.00
TOTAL				\$ 280,000.00

CONSTRUCTION	Code	Days	Length	Estimate Costs
Twp 590 between RR 142n –RR 140n "Contract"	C1512	30	2 miles	\$ 340,000.00
Twp 602 between RR 181 –RR 183 "Contract"	C1315	30	2 miles	\$ 300,000.00
TOTAL				\$ 640,000.00

GRAVELLING				
Miles per Division	Code	Recommended Miles	Recommended Gravel	Estimate Costs
143.5	PW45	37.0	6,128.5	\$ 128,698.50
221.5	PW46	74.5	12,071.5	\$ 277,644.50
159.0	PW47	40.5	6,628.0	\$ 92,792.00
163.5	PW48	39.5	6,332.5	\$ 94,987.50
217.5	PW49	63.5	10,154.0	\$ 152,310.00
905.0 Miles		255.0 Miles	41,314.5	\$ 746,432.50
Contingency			5,000.0	\$ 90,000.00
TOTAL			46,314.5	\$ 836,432.50

Carried.

Five-Year Capital Asset Budget: 2013 – 2017

268-12: Bobocel That County Council approve the Five-Year Capital Asset Budget: 2013 - 2017 for Smoky Lake County, as follows:

Administration	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves	Municipal Operations
2013					
Administration Building Improvements	MO	\$ 30,000.00			\$ 30,000.00
Phone System Replacement Reserve	MO	\$ 15,000.00			\$ 15,000.00
Internet Towers		\$ 1,055,700.00		(\$ 1,055,700.00)	\$ 0.00
		\$ 1,100,700.00	\$ 0.00	- \$ 1,055,700.00	\$ 45,000.00
2014					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2015					
Pave Administration Parking Lot	MO	\$ 100,000.00			\$ 100,000.00
		\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 100,000.00
2016					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2017					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Fire Protection	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves	Municipal Operations
2013					
Fire Truck Reserve	MO	\$ 75,000.00			\$ 75,000.00
Equipment Storage Shop –Reserve SL	MO	\$ 30,000.00			\$ 30,000.00
Emergency Trailers (3) Electric Work	MS	\$ 5,700.00	(\$ 2,850.00)	(\$ 2,850.00)	\$ 0.00
Smoky Lake Fire Truck(Carried Forward)	MO	\$ 400,000.00		(\$ 400,000.00)	\$ 0.00
		\$ 510,700.00	- \$ 2,850.00	- \$ 402,850.00	\$ 105,000.00
2014					
Fire Truck – Reserve Transfer	MO	\$ 75,000.00			\$ 75,000.00
Tank for Water Truck – Truck came from Public Works	MO	\$ 35,000.00			\$ 35,000.00
Equipment Storage Shop–Reserve SL	MO	\$ 100,000.00			\$ 100,000.00
		\$ 210,000.00	\$ 0.00	\$ 0.00	\$ 210,000.00
2015					
Fire Truck Reserve	MO	\$ 75,000.00			\$ 75,000.00
Equipment Storage Shop –Reserve SL	MO	\$ 500,000.00		(\$ 250,000.00)	\$ 250,000.00
		\$ 575,000.00	\$ 0.00	- \$ 250,000.00	\$ 325,000.00
2016					
Fire Truck – Reserve Transfer	MO	\$ 75,000.00			\$ 75,000.00
		\$ 75,000.00	\$ 0.00	\$ 0.00	\$ 75,000.00
2017					
Fire Truck – Reserve Transfer	MO	\$ 75,000.00			\$ 75,000.00
		\$ 75,000.00	\$ 0.00	\$ 0.00	\$ 75,000.00

Enforcement Services	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves	Municipal Operations
2013					
3/4 Ton (will move old truck to PW)	MO	\$ 65,000.00			\$ 65,000.00
Security Camera System	MO	\$ 10,000.00		(\$ 10,000.00)	\$ 0.00
		\$ 75,000.00	\$ 0.00	- \$ 10,000.00	\$ 65,000.00
2014					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2015					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2016					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2017					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Public Works Department	Funding Source	Budget Cost	Sales Budget	Grants/Reserves	Municipal Operations
2013					
Gravel Grader	MO	\$ 475,000.00	(\$ 150,000.00)		\$ 325,000.00
1 Ton	MO	\$ 50,000.00			\$ 50,000.00
Service Body for Serve Truck	MO	\$ 35,000.00			\$ 35,000.00
Salt Storage Shed Reserve	MO	\$ 50,000.00			\$ 50,000.00
Gravel Trailer	MO	\$ 65,000.00	(\$ 5,000.00)		\$ 60,000.00
Burner Mgmt System for Oil Tanks	MO	\$ 60,000.00			\$ 60,000.00
Purchase Land	MO	\$ 15,000.00			\$ 15,000.00
Decks for pick ups (3)	MO	\$ 6,500.00			\$ 6,500.00
Hydro Axe Reserve	MO	\$ 100,000.00			\$ 100,000.00
		\$ 856,500.00	- \$ 155,000.00	\$ 0.00	\$ 701,500.00
2014					
Replace Grader	MO	\$ 520,000.00	(\$ 150,000.00)		\$ 375,000.00
3/4 Ton	MO	\$ 50,000.00			\$ 50,000.00
D6 or D7 Dozer	MO	\$ 500,000.00			\$ 500,000.00
Salt Storage Shed Reserve	MO	\$ 100,000.00			\$ 100,000.00
Water Truck	MO	\$ 170,000.00			\$ 170,000.00
Lathe	MO	\$ 30,000.00		(\$ 15,000.00)	\$ 15,000.00
Gravel Trailer	MO	\$ 70,000.00			\$ 70,000.00
Replace 1985 Hydro axe	MO	\$ 500,000.00		(\$ 350,000.00)	\$ 150,000.00
Use Rock Truck	MO	\$ 150,000.00			\$ 150,000.00
		\$ 2,095,000.00	- \$ 150,000.00	- \$ 365,000.00	\$ 1,580,000.00
2015					
Replace Grader	MO	\$ 525,000.00	(\$ 150,000.00)		\$ 375,000.00
Truck Tractor	MO	\$ 180,000.00			\$ 180,000.00
Gravel Trailer	MO	\$ 70,000.00	(\$ 5,000.00)		\$ 65,000.00
Salt Storage Shed	MO	\$ 400,000.00		(\$ 200,000.00)	\$ 200,000.00
Excavator	MO	\$ 325,000.00	(\$ 87,000.00)		\$ 238,000.00
		\$ 1,500,000.00	- \$ 242,000.00	- \$ 200,000.00	\$ 1,058,000.00
2016					
Replace Grader	MO	\$ 525,000.00	(\$ 150,000.00)		\$ 375,000.00
7800 Tractor	MO	\$ 180,000.00			\$ 180,000.00
Rock Truck	MO	\$ 450,000.00	(\$ 110,000.00)		\$ 340,000.00
1 Ton	MO	\$ 70,000.00			\$ 70,000.00
		\$ 1,225,000.00	- \$ 260,000.00	\$ 0.00	\$ 965,000.00
2017					
Replace Grader	MO	\$ 525,000.00	(\$ 150,000.00)		\$ 375,000.00
		\$ 525,000.00	- \$ 150,000.00	\$ 0.00	\$ 375,000.00

Water and Wastewater Services	Funding Source	Budget Cost	Sales Budget	Grants/Reserves/Transfer	Municipal Operations
2013					
Regional Water – Reserve Transfer	MO	\$ 250,000.00			\$ 250,000.00
Water Sewer Line Replacement (if not used transfer to reserve)	MO	\$ 25,000.00			\$ 25,000.00
Lake Well Reclamation	MO	\$ 5,000.00			\$ 5,000.00
Spedden Reservoir	MO	\$ 1,000,000.00		(\$ 1,000,000.00)	\$ 0.00
Bellis Truck Fill	MO	\$ 1,000,000.00		(\$ 1,000,000.00)	\$ 0.00
		\$ 2,280,000.00	\$ 0.00	-\$ 2,000,000.00	\$ 280,000.00
2014					
Regional Water – Reserve Transfer	MSI	\$ 250,000.00			\$ 250,000.00
Bellis Sewer Valve Cluster	MO	\$ 50,000.00			\$ 50,000.00
Water Sewer Line Replacement (if not used transfer to reserve)	MO	\$ 50,000.00			\$ 50,000.00
Water Vac Trailer	MO	\$ 180,000.00			\$ 180,000.00
Warspite Subdivision–Reserve Transfer	MO	\$ 100,000.00			\$ 100,000.00
Spedden/Bellis Water Sewer – Feasibility Study	MO	\$ 30,000.00			\$ 30,000.00
Reclaim Warspite Wells	MO	\$ 5,000.00			\$ 5,000.00
		\$ 665,000.00	\$ 0.00	\$ 0.00	\$ 665,000.00
2015					
Regional Water – Reserve Transfer	MSI	\$ 250,000.00			\$ 250,000.00
Water Sewer Line Replacement (if not used transfer to reserve)	MO	\$ 50,000.00			\$ 50,000.00
Warspite Subdivision	MO	\$ 300,000.00		(\$ 100,000.00)	\$ 200,000.00
		\$ 600,000.00	\$ 0.00	-\$ 100,000.00	\$ 500,000.00
2016					
Truck	MO	\$ 70,000.00			\$ 70,000.00
Water Sewer Line Replacement (if not used transfer to reserve)	MSI	\$ 50,000.00			\$ 50,000.00

		\$ 120,000.00	\$ 0.00	\$ 0.00	\$ 120,000.00
2017					
Water Sewer Line Replacement (if not used transfer to reserve)	MSI	\$ 50,000.00			\$ 50,000.00
		\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00

Waste Management Services	Funding Source	Budget Cost	Sales Budget	Grants/ Reserve / Transfers	Municipal Operations
2013					
Bellis Transfer Station	MO	\$ 40,000.00		(\$ 40,000.00)	\$ 0.00
Shop Renovations for Garbage Truck Parking	MO	\$ 40,000.00		(\$ 40,000.00)	\$ 0.00
Safety Rails for Transfer Sites	MO	\$ 8,200.00		(8,200.00)	\$ 0.00
Stry Mini Transfer Station	MO	\$ 25,000.00		(25,000.00)	\$ 0.00
		\$ 113,200.00	\$ 0.00	-\$108,200.00	\$ 0.00
2014					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2015					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2016					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2017					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Planning Services	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves/ Transfers	Municipal Operations
2013					
GIS New Initiatives	MO	\$ 29,000.00			\$ 29,000.00
Heritage Signs	MO	\$ 5,000.00			\$ 5,000.00
		\$ 34,000.00	\$ 0.00	\$ 0.00	\$ 34,000.00
2014					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2015					
Warspite Subdivision / RV Park	MO	\$ 50,000.00		(\$ 50,000.00)	\$ 0.00
		\$ 50,000.00	\$ 0.00	- \$ 50,000.00	\$ 0.00
2016					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2017					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Agricultural Services	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves/ Transfers	Municipal Operations
2013					
3 Point Hitch Tractor	MO	\$ 10,000.00			\$ 10,000.00
Build Nurse Unit for Sprayer	MO	\$ 6,000.00			\$ 6,000.00
		\$ 16,000.00	\$ 0.00	\$ 0.00	\$ 16,000.00
2014					
1 Ton Truck	MO	\$ 55,000.00	(\$ 1,000.00)		\$ 54,000.00
1 Ton Truck (replace Unit 440)	MO	\$ 45,000.00	(\$ 2,500.00)		\$ 42,500.00
		\$ 100,000.00	-\$ 3,500.00	\$ 0.00	\$ 96,500.00
2015					
Mower	MO	\$ 30,000.00			\$ 30,000.00
		\$ 30,000.00	\$ 0.00	\$ 0.00	\$ 30,000.00
2016					
Mower	MO	\$ 30,000.00			\$ 30,000.00
		\$ 30,000.00	\$ 0.00	\$ 0.00	\$ 30,000.00
2017					
Tractor	MO	\$ 30,000.00			\$ 30,000.00
		\$ 30,000.00	\$ 0.00	\$ 0.00	\$ 30,000.00

Parks and Recreation Services	Funding Source	Budget Cost	Sales Budget	Grants/ Reserves/ Transfers	Municipal Operations
2013					
Replace Mower	MO	\$ 15,000.00			\$ 15,000.00
Kaduk Lake Pier (walk)	MO	\$ 20,000.00			\$ 20,000.00
Boat Launch Surveys	MO	\$ 10,000.00			\$ 10,000.00
Mons Lake Playground	MO	\$ 50,000.00		(\$ 25,000.00)	\$ 0.00
		\$ 95,000.00	\$ 0.00	- \$ 50,000.00	\$ 45,000.00
2014					
Mons/Whitefish Lake Boat Launch and Parking	MO	\$ 50,000.00			\$ 50,000.00
Bellis Beach Playground	MO	\$ 50,000.00		(\$ 25,000.00)	\$ 25,000.00
		\$ 100,000.00	\$ 0.00	- \$ 25,000.00	\$ 75,000.00
2015					
Replace Mower	MO	\$ 25,000.00			\$ 25,000.00
		\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 25,000.00
2016					
Truck	MO	\$ 50,000.00			\$ 50,000.00
		\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00
2017					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Carried.

Natural Gas Services

2013 Budget: Revenue and Expenditures

Five-Year Capital Asset Budget: 2013 – 2017

269-12: Bobocel That County Council approve the Natural Gas Services 2013 Budget for Revenue in the amount of **\$2,543,779.00** and Expenditures in the amount of **\$ 2,543,645.00**; and the Five-Year Capital Asset Budget: 2013 - 2017 for Smoky Lake County, as follows:

Natural Gas Services	Funding Source	Budget Cost	Sales Budget	Grants	Gas Operations
2013					
Large Trailer	MO	\$ 30,000.00		(\$ 2,500.00)	\$ 27,500.00
Small Trailer	MO	\$ 5,000.00			\$ 5,000.00
Trencher		\$ 210,000.00	(\$ 120,000.00)	(\$ 35,000.00)	\$ 55,000.00
Infrastructure- Line Replacement – if not used it should be put into a reserve		\$ 0.00			\$ 0.00
AMR Project	MSI	\$ 150,000.00		(\$150,000.00)	\$ 0.00
		\$ 395,000.00	- \$120,000.00	- \$187,500.00	\$ 87,500.00
2014					
Infrastructure – Line Replacement- if not used is should be put into a reserve		\$ 50,000.00			\$ 50,000.00
AMR Project	MSI	\$ 150,000.00		(\$150,000.00)	\$ 0.00
1 Ton	MO	\$ 55,000.00			\$ 55,000.00
		\$ 255,000.00	\$ 0.00	-\$150,000.00	\$ 105,000.00
2015					
Infrastructure – Line Replacement- if not used is should be put into a reserve		\$ 50,000.00			\$ 50,000.00
		\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00
2016					
Replace 1 Ton 4x4 Truck	MO	\$ 65,000.00			\$ 65,000.00
Infrastructure – Line Replacement- if not used is should be put into a reserve		\$ 50,000.00			\$ 50,000.00
Infrastructure: Line Replace - Reserve					
		\$ 115,000.00	\$ 0.00	\$ 0.00	\$ 115,000.00
2017					
Replace 1 Ton 4 x 4 Truck	MO	\$ 65,000.00			\$ 65,000.00
Infrastructure – Line Replacement- if not used is should be put into a reserve		\$ 50,000.00			\$ 50,000.00
Infrastructure: Line Replace - Reserve					
		\$ 115,000.00	\$ 0.00	\$ 0.00	\$ 105,000.00

Carried.

Ed English, Peace Officer/Recreation Manager; Kurt Holdis, Agricultural Fieldman; Scott Franchuk, Fire Chief; Dave Franchuk, Environment Operations Manager; John Malysh, Natural Gas Manager; Trevor Tychkowsky, Safety Officer; Arlene Shwetz, Communication Services Coordinator; Rose Lyle, Tax/Accounting Clerk; and Carole Dowhaniuk, Road Projects Clerk left the Council Chambers, time 2:38 p.m..

**Federation of Alberta Gas Co-ops
2013 Spring Zone 3 & 4 Meeting**

270-12: Danyluk That County Council who can attend and administration attend the Federation of Alberta Gas Co-ops 2013 Spring Zone 3 and 4 Meeting on March 22, 2013 at the Vilna Cultural Centre in Vilna, Alberta.

Carried.

**Corridor Communications Incorporated
Annual General Meeting**

271-12: Cherniwchan That County Council who can attend and administration attend the Corridor Communications Incorporated – Annual General Meeting on April 16, 2013 at 11:00 a.m. at the Holiday Inn Express in Calgary, Alberta.

Carried.

8. Executive Session:

272-12: Bobocel That County Council go into an Executive Session to discuss a legal land issue, time 2:56 p.m.

Carried.

273-12: Orichowski That County Council go out of an Executive Session, time 3:29 p.m.

Carried.

Rock Truck: Rent

274-12: Bobocel That Smoky Lake County rent for Year 2013 a Rock Truck for the Rock Excavation work at White Earth Pit and not to exceed the budget amount of **\$45,000.00**.

Carried.

Rock Truck: Expression of Interest

275-12: Cherniwchan That Smoky Lake County rescind December 6, 2012 – Motion No. 161-12: “To proceed with an Expression of Interest for a Rock Truck of 30 tonne – all inclusive to supply Rock Excavation work at White Earth Pit for up to a total of 300 hours of rock truck – all inclusive work at the Pit at a Rate of \$145.00 per hour”.

Carried.

JLG Ball Enterprises: Development Permit 014-12 – Natural Resource Extraction Haul Road Agreement
 276-12: Danyluk

That Smoky Lake County execute a Haul Road Agreement, as amended with JLG Ball Enterprises Ltd. in regards to Development Permit 014-12 – Natural Resource Extraction, as follows:

<p>HAUL ROAD AGREEMENT</p> <p>This Agreement made this 20th day of December, 2012.</p> <p>SMOKY LAKE COUNTY a Municipal Corporation Box 310 – 4612 McDougall Drive Smoky Lake, Alberta T0A 3C0 Phone: 780-656-3730 (hereinafter called “the County”)</p> <p style="text-align: right;">OF THE FIRST PART</p> <p style="text-align: center;">- AND -</p> <p>JLG BALL ENTERPRISES LTD. Box 211 Boyle, Alberta T0A 0M0 Phone: 780-689-2395 (hereinafter called “the Licensee”)</p> <p style="text-align: right;">OF THE SECOND PART</p>
<p>WHEREAS the County has jurisdiction over all local roadways within the Smoky Lake County and;</p> <p>WHEREAS the Company wishes to use a designated haul road for the purpose of aggregate haul.</p> <p>NOW THEREFORE in consideration of the premises and the mutual terms, covenants and conditions to be observed and performed, the County and Company agree as follows:</p> <p>1. LOCATION:</p> <p>1.1 Designated haul road/route:</p> <ol style="list-style-type: none"> 1. The developed road +/-0.5 mile portion of Rge Rd 181 North of Twp Rd 610; 2. Twp Rd 610 to Secondary Highway 855. <p>1.2 Deviations from this haul route will <u>not</u> be permitted.</p> <p>1.2 Any departure of the project from the designated haul road route as per map below requires County approval in writing.</p> <div style="text-align: center;"> <p>Map showing designated haul route.</p> </div>
<p>2. CONDITION OF THE ROAD:</p> <p>The haul road will be inspected jointly where possible, prior to commencing and completion of the haul, to document the starting condition of the road:</p> <p><u>A pre-inspection will be conducted between Smoky Lake County and the Company at the commencement of hauling. Pictures may be taken if necessary to document the condition of the road.</u></p>

3. CONDITIONS FOR PERMISSION:

The Conditions for granting permission to use the haul road are as follows:

~~3.1 Upon completion of the haul, the road is to be left in the same condition as inspected before the haul.~~

3.2 The County is to be notified when the *project* is started and completed.

3.3 ~~Parties subject to the County Aggregate Payment Levy Bylaw (Bylaw No. 1142-06: Community Aggregate Payment Levy) shall also complete the Aggregate Haul Report (Schedule "B").~~ Schedule "B" (*Aggregate Haul Report*) and Schedule "C" (*Permission and Provision Form for Minor Hauls*) are not applicable and do not apply to this agreement provided that the information required under Section 3.7.2 is provided to the County.

3.4 The term of this Agreement is (as per Section 3.7.1):

Date: December 20, 2012 to December 20, 2013 – Annual Review .
Expected Start date *Expected End date*
December 20, 2014 – End date

3.5 The County will advise the Company of any weight restrictions or other road restrictions/bans and these shall be adhered to by the Company as per Bylaw 1225-11.

3.5.1 The cost of meeting the following conditions will be the responsibility of the Company, or as otherwise determined by the County.

3.5.2 No hauling during or after any rain or snow that noticeably softens the road.

3.5.3 Dust control is to be maintained at all times, as indicated (*by check marks*).

oil treatments adjacent to residences must be repaired at completion of the haul.

water treatment on the haul road, where no oil treatment applied.

Second Option: calcium and water will be required if dust cannot be controlled with only water, at County discretion.

First Option: (Preferred): Vegetable or Petroleum Based Product Road Dust Suppressant. (RDS) The Company is responsible to provide the Material Safety Data Sheet (MSDS) for any products applied to roads.

Note:

Dust Control is to be maintained at all times on the developed ½ mile portion of Rge Rd 181 from Twp Rd 610. Cost associated with this dust control shall be shared equally by all users.

3.5.4 Road must be maintained in a safe and passable condition for all users at all times.

3.5.5 Soft areas that develop during the project shall be stabilized at all times.

3.5.6 Pit run shall not be used at any time on the road.

~~3.5.7 The haul road is to be re-graveled at the end of the project, at the rate required by the County.~~

3.6 The Company will comply to the following noise control and other measures:

Condition #13 of Development Permit #014-12 issued on June 27, 2012 is stated below:

"#13. The developer shall ensure that dust and noise control measures are undertaken to prevent such items from becoming an annoyance to neighbouring land owners. The applicant shall conduct dust control procedures at the request of and to the satisfaction of the Development Approving Authority, acting reasonably. In this regard stock piles shall be located in a position to act as a sound barrier. Also, the applicant shall apply methods of minimizing the noise created from machinery and equipment."

3.7 Other conditions:

1. The Haul Road must be reviewed on an **annual basis for each calendar year**. The subject of the Haul Road Levy will be non-negotiable for the initial two (2) years as specified under Section 4.2 of this agreement.

2. The Developer will be required to provide the County with Quarterly Reports and payment as follows:

<u>Hauling Period</u>	<u>Reports and Payment due to Smoky Lake County</u>
January – March	not later than April 30 th .
April – June	not later than July 31 st .
July – September	not later than October 31 st .
October – December	not later than January 31 st .

3. The developer shall provide the County with a copy of any and all reporting / documentation as submitted to ESRD (Environment and Sustainable Resource Development), on all volumes hauled.

4. The Developer shall conform with all conditions of Development Permit 014-12; including but not limited to:

Hours of operation:

Production at this site: 7am to 9pm every day of the year.

Hauling from the site:

May 1st to September 30th :7 am to 7pm Monday through Friday inclusive.
October 1st to April 30th : 7am to 7pm Monday through Saturday inclusive.
Hauling will not be permitted on Sundays or on Statutory Holidays including New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Remembrance Day, and Christmas Day.

5. No levy may be imposed on shipments of sand and gravel that are subject to another tax, levy or payment that is established by and payable to a municipality in accordance with Bylaw 1142-06: Community Aggregate Payment Levy.

4. **FINANCIAL:**

4.1 All costs of compliance with the condition for permission are to be borne by the Company.

4.2 ~~Deposit with the County an **original signed** irrevocable letter of credit or certified cheque in the amount, **as indicated below**, or as determined, from time to time, by Council, prior to the project and to be held by the County up to thirty (30) days following the Company notifying the County of the completion of the project. If hauling is postponed or interrupted by weather, the letter of credit will be withheld.~~

~~* THE COMPANY SHALL PROVIDE SECURITY IN THE AMOUNT OF NOT LESS THAT **\$15,000.00 PLUS \$1,000.00 PER MILE OF COUNTY ROAD TRAVELLED UPON. TOTAL:**
\$ _____~~



THE COUNTY MAY INCREASE THE AMOUNT OF THE HAUL ROAD LEVY AFTER THE FIRST TWO YEARS OF THIS AGREEMENT, IF THE COUNTY, IN ITS SOLE DISCRETION, CONSIDERS THE HAUL ROAD LEVY TO BE INSUFFICIENT IN RELATION TO THE RISK AND/OR REPAIR COSTS TO THE ROAD HAUL ROADS AND PROTECTIONS FOR THE COUNTY.

THE REASONS FOR ANY VARIANCE FROM THE AMOUNTS LISTED ABOVE SHALL BE DOCUMENTED IN THIS AGREEMENT AND SHALL REQUIRE THE APPROVAL OF THE CHIEF ADMINISTRATIVE OFFICER.

Reason:

Due to the high volumes to be hauled and potential heavy weight of the trucks, the Developer will be required to submit a Haul Road Levy in the amount of 70 cents per tonne for any and all materials hauled pursuant to Development Permit #014-12. The Haul Road Levy is non-negotiable and will remain at 70 cents per tonne for a minimum of two (2) years from the date of this agreement is signed by all parties, following which it may be increased or decreased in the County’s discretion.

Date

Chief Administrative Officer

~~4.3 The funds will be drawn if the conditions within this agreement are not met.~~

NOTE: Funds not used will be refunded.

5. NON-COMPLIANCE:

5.1 The County may inspect the designated haul road/route at any time during the term of this agreement to determine if the conditions/terms herein are being adhered to.

5.2 The County will stop the project if the County, in its sole discretion, judges that the conditions of permission are not being satisfactorily fulfilled.

6. HOLD HARMLESS:

6.1 The Company shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done by the Company.

6.2 In consideration of the permission hereby granted to it by the County, the Company covenants and agrees to arrange for and to pay for and discharge, any and all damages which may result to roads, bridges or other property during such activity and any expenses or out-of-pocket disbursements which may be incurred by the County in connection therewith whether they be for inspection, escort, supervision, repair, maintenance, or whatsoever; and shall indemnify and save harmless the County.

7. NON-TRANSFERRABLE:

7.1 This agreement is non-transferrable.

SMOKY LAKE COUNTY


Cory Ollikka
Chief Administrative Officer

WITNESS

}

RODNEY BOYKO
JLG Ball Enterprises Ltd.

Schedule "B"

 AGGREGATE HAUL REPORT		Haul Start Date: _____
		Haul End Date: _____
Name of Operator: _____		
ADDRESS _____	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
Name of Pit Owner: _____		
ADDRESS _____	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
Name and Destination of Receiving Party: _____		
ADDRESS of DESTINATION _____	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
TOTAL AGGREGATED (Tonnes) HAULED: _____		
DATED THIS _____ DAY OF _____, 20_____.		
SIGNATURE OF OPERATOR/COMPANY REPRESENTATIVE: _____		PUBLIC WORKS: _____

Schedule "C"	
PERMISSION AND PROVISION FORM FOR MINOR HAULS	
Date and Time of Call:	
Company Name:	TELEPHONE NUMBER: _____ FAX NUMBER: _____
Approximate Loads: _____	
Designated Route: _____	
Date of Move:	
Time of Move:	
Notes/Special Provisions: _____ _____	
DATED THIS _____ DAY OF _____, 20__.	
Approved By: _____	

Carried.

JLG Ball Enterprises: Development Permit 014-12 – Natural Resource Extraction Development Agreement:

277-12: Bobocel

That Smoky Lake County execute the Development Agreement with JLG Ball Enterprises Ltd. for the Pt. SE 11-61-18-W4M for Development Permit Number 014-12 – Natural Resource Extraction, as follows; and subject to signing the Haul Road Agreement.

DEVELOPMENT AGREEMENT
<p>This Agreement made this <u>20th</u> day of <u>December, 2012</u>.</p> <p>BETWEEN</p> <p style="text-align: center;"> SMOKY LAKE COUNTY a Municipal Corporation Box 310 – 4612 McDougall Drive Smoky Lake, Alberta T0A 3C0 Phone: 780-656-3730 (hereinafter called "the County") </p> <p style="text-align: right;">OF THE FIRST PART</p> <p style="text-align: center;">- AND -</p> <p style="text-align: center;"> JLG BALL ENTERPRISES LTD. Box 211 Boyle, Alberta T0A 0M0 Phone: 780-689-2395 (hereinafter called "the Licensee") </p> <p style="text-align: right;">OF THE SECOND PART</p>
<p>WHEREAS, the County has granted a Development Permit for permission to extract sand and gravel here from the lands legally described as:</p> <p style="text-align: center;">Pt. of SE 11-61-18-W4M (hereinafter referred to as "said lands")</p> <p>AND WHEREAS a condition of the Development Permit required the developer to enter into a Development Agreement with the County prior to commencement of any operations of said lands as delineated attached hereto as Schedule A.</p>

AND WHEREAS the Developer has made application to the County for a Development Permit (hereinafter referred to as the "Permit) to conduct a sand and gravel extraction operation (hereinafter referred to as the "Development") on said Lands and the application has been approved by the County subject to certain conditions, one of which is the entering into of this Agreement on the terms and subject to the conditions set forth herein; and

THE PARTIES of this Agreement, in consideration of the promises and the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 Except where the context otherwise requires, the following expressions or words when used in this agreement shall have the following meanings:
- (a) "Adjacent Lands" shall mean those lands which share a contiguous common legal boundary with the Lands. This includes lands whose boundaries would otherwise be contiguous excepting for a natural or manmade feature, such as a river, water body or road.
 - (b) "Construction" shall mean the disturbance of the natural grade of the Lands for any purpose.
 - (c) "Council" shall mean the Council of Smoky Lake County as constituted from time to time.
 - (d) "Extraction Area" shall mean each area within the boundary of the Lands for which a conditional development approval is obtained by the Developer.
 - (e) "Gravel Extraction" have the meaning prescribed to it pursuant to the County Land Use Bylaw 1102-02 as amended.
 - (f) "May" is an operative word meaning a choice is available, with no particular direction or guidance intended.
 - (g) "Plans and Specifications" shall mean the plans and specifications approved by the County in the issuance of the Permit, including the requirements of Alberta Environmental Protection covering the design, operation and reclamation of the Development.
 - (h) "Reclamation " shall mean the process of reconverting disturbed land to its former or other productive uses.
 - (i) "Shall" is an operative word which means, the action is obligatory.

ARTICLE 2 - COVENANTS OF THE DEVELOPER

- 2.1 Developer undertakes, warrants and agrees that the Developer shall not commence the Development or Construction on the Lands until such time as all of the following conditions shall have been satisfied:
- (a) The Developer shall have paid to the County all sums owing to the County pursuant to this agreement, including, Development Permit fees; and
 - (b) The Developer shall have obtained an Environmental Authorization for the Development on the Lands from Alberta Environment.
 - (c) The Developer shall have complied with the provisions of **Paragraph 2.6** of this agreement.
 - (d) The Developer shall have complied with the provisions of **Paragraph 9.1** of this agreement.
- 2.4 The Developer acknowledges that the development and haul route are located in proximity to residential dwellings.
- 2.5 The Developer shall cause the Development and all work associated with the Development to be conducted diligently, with reasonable dispatch in a good and workmanlike manner, according to the approved Plans and Specifications and so as to not cause more inconvenience to the other residents of the County than is necessary in the circumstances.
- 2.6 The Developer, its servants, agents and contractors shall do as little damage as possible in the operation of the Development and shall cause as little obstruction as possible to the movement of traffic and other works within the County during the operation of the Development. During the operation of the Development, haul truck traffic will be restricted to those routes identified and approved annually in the "**Haul Road Agreement**" pursuant to the Permit. The Developer shall enter

into a **“Roadway License Agreement”** with the County prior to any use of the roads or County Right-of-Ways.

- 2.7 The Developer, at the sole cost and expense of the Developer, shall acquire such rights of way and easements within the said Lands and Adjacent Land as the County may deem necessary. The Developer, at the sole cost and expense of the Developer, shall arrange for the registration and filing of all easements and right-of-way plans at the Alberta Land Titles Office and shall, if required by the County, deliver registerable transfers of easements, rights-of-way plans, utility lots and easement plans to the County.
- 2.8 The Developer shall be liable for all damages sustained by the County and by any person or corporation by reason of such default and the Developer shall indemnify and save harmless County, its employees, officers, servants or agents against any claim for damages, expenses or costs arising there from and for which the County, its employees, officers, contractors, servants or agents is held liable in relation to this Agreement.
- 2.9 In the event the Developer shall default in the performance or the carrying out of the obligations and undertakings to be performed or carried out by the Developer under the terms of this agreement, the County shall be at liberty to either serve a Stop Work Order or to serve a Notice upon the Developer describing the default or to serve both a Stop Work Order and a Notice to the Developer describing the default. A Stop Work Order shall remain in place and in force until the default is cured. In the event a Notice is issued and the Developer shall fail to rectify or cure the default described in the said Notice within a period of THIRTY (30) DAYS from the date that the said Notice is served or is deemed to have been served upon the Developer pursuant to this agreement, the County shall be at liberty to rectify or cure the default described in the said Notice. In the event that weather or other physical conditions do not make it possible for the Developer to rectify or cure the default described in the said Notice within the said period of THIRTY (30) DAYS, the Developer may so notify the County and the said period of THIRTY (30) DAYS shall be extended by the number of days during which the said weather or other physical conditions exist.
- 2.10 The Developer shall take all proper steps to ensure that the Development conforms to all applicable bylaws, regulations or standards promulgated pursuant to the provisions of any statute, bylaw or regulation.
- 2.11 The Developer shall carry comprehensive liability insurance in such form and in the amount of TWO MILLION (\$2,000,000.00) DOLLARS OF LIABILITY as shall meet the requirements of the County. The Developer, prior to the commencement of construction and operation of the Development, shall provide the County with a certified copy of such insurance. The Developer shall be at liberty to cancel liability insurance upon the issuance of a Reclamation Certificate by Alberta Environment for the Lands.
- 2.12 The Developer shall at all times ensure that any work to be performed or carried out by the Developer pursuant to this agreement is properly marked with such warning signs and devices as shall be necessary to alert the public that the said development is taking place. The Developer, if requested by the County, shall supply and put up such additional warning signs and devices as the County shall deem necessary.
- 2.13 The Developer hereby grants and conveys unto the County the right, license, liberty, privilege and easement to enter upon the said lands from time to time for the purpose of carrying out such inspections of the Development pursuant to this agreement as the County shall deem necessary and for the purpose of enforcing the compliance by the Developer with the terms and conditions of this agreement.
- 2.14 The Developer shall be responsible for the repair and restoration of all damage caused by any third party in the operation of the Development.

ARTICLE 3 – OPERATION AND SUPERVISION OF DEVELOPMENT

- 3.1 The County shall have the right to issue a Stop Work Order in the event that any work to be performed or carried out by the Developer under this agreement contravenes the provisions of any federal, provincial or municipal statute, regulation or bylaw, or if the system of work is dangerous or inimical to public safety or is likely to damage some existing public work in a manner not contemplated by this agreement. The County shall be at liberty to maintain the Stop Work Order until the contravention is corrected.

ARTICLE 4 - ARBITRATION

- 4.1 If any dispute or difference between the Developer and the County shall arise under this agreement, either party shall be at liberty to give the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.
- 4.2 If the parties are able to select and appoint a mutually satisfactory single arbitrator to settle such dispute, the dispute or difference shall be submitted to the single arbitrator and the single arbitrator shall make his award within THIRTY (30) DAYS of his appointment and the parties agree to be bound by the award of the single arbitrator and to share the costs of the arbitration proceedings equally.
- 4.3 In the event that a matter arising under **Paragraph 4.1** above is not settled in accordance with the provisions of **Paragraph 4.2**, then with respect to the dispute or difference, either party shall be entitled to give the other notice of such dispute and to demand arbitration thereof. Upon such notice and demand being given, each party shall at once appoint an arbitrator and those two arbitrators shall jointly select a third. If, within FOURTEEN (14) DAYS of the notice of the dispute and demand for arbitration, either party has failed to appoint an arbitrator, the opposing party may petition a Justice of the Court of Queen's Bench to appoint an arbitrator for the party in default and the person appointed by the said Justice shall be that party's arbitrator. If, within FOURTEEN (14) DAYS of the appointment of the two arbitrators they have failed to jointly select a third arbitrator, then either or both of the parties may petition such a Justice to appoint a third arbitrator. Following the selection or appointment of the third arbitrator, the three arbitrators shall, as soon as possible, embark upon the arbitration. They shall settle the rules of procedure for the arbitration proceedings and all rulings required to be made during the proceedings. The decision of the majority of the arbitrators upon the rules of the procedure or upon any ruling shall be final and binding upon them and the parties. The decision of the majority of the arbitrators upon the matters in dispute shall be final and binding upon all parties, and all costs of the arbitration shall be apportioned between the parties, or against either of them, as the majority of the arbitrators shall decide.
- 4.4 Provided however, it is understood and agreed that the foregoing provisions shall not authorize any reference to arbitration as to any matter or question which under this agreement, is expressly, or by implication required or permitted to be decided by The County or the Municipal Engineer or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by The County or the Municipal Engineer.

ARTICLE 5 - COMPLIANCE WITH LAW

- 5.1 The Developer shall at all times comply with all legislation, regulations and municipal by-laws and regulations relating to the Development by the Developer.
- 5.2 Where anything provided for herein cannot lawfully be done, without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained by the Developer.
- 5.3 If any provision hereof is contrary to law, the same shall be severed and the remainder of the agreement shall be of full force and effect.

ARTICLE 6 - LAW OF ALBERTA APPLICABLE

- 6.1 The validity and interpretation of this agreement, and of each clause and part hereof, shall be governed by the laws of the Province of Alberta.

ARTICLE 7 - FURTHER ASSURANCES

- 7.1 Both parties shall execute and deliver all further documents and assurances necessary to give effect to this agreement and to discharge the respective obligations of the parties.

ARTICLE 8 - WAIVER

- 8.1 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provisions or of any other covenant or provision of this agreement.

ARTICLE 9 – DEVELOPMENT PERMIT No. 014-12

9.1 Development Permit Conditions:

1. The proposed development shall be located as per the Conservation and Reclamation Business Plan dated July 2011 revised February 2012.
2. This permit will expire after ten (10) years from the date of issuance of this permit.
3. The developer must comply with all requirements of Alberta Environment, including any registrations, permits and approvals. A letter of approval from Alberta Environment for the pit must be submitted to Smoky Lake County prior to commencement of any excavating and crushing operations.
4. The developer shall provide a copy of the approved Surface Materials Lease (SML) to Smoky Lake County from Alberta Sustainable Resource Development.
5. The developer shall comply with the community aggregate payment as stated in accordance with Smoky Lake County Bylaw #1142-06.
6. The developer shall stake the mining area at all times.
7. All equipment and activity relating to the mining and crushing shall take place in the areas approved for gravel extraction.
8. The developer shall be required to enter into a Development Agreement with Smoky Lake County. The Development Agreement shall include but not be limited to a Haul Road Agreement and a Roadway License Agreement prior to any excavating and crushing operations on said lands. Any damages made on any Haul Road shall be at the cost of the developer.
9. Reclamation and rehabilitation shall be in accordance with Alberta Environmental Protection and Enhancement Act (EPEA) and the Conservation and Reclamation Plan as approved by Alberta Sustainable Resource Development. Proof of compliance with reclamation requirements shall be submitted to the Development Officer upon completion of the operations.
10. Any structures or equipment on the land are to be removed upon expiry or cancellation of this Permit.
11. No topsoil or subsoil is permitted to be hauled off of the said property. Furthermore, where, in the process of *development*, areas require leveling, filling or grading, the topsoil shall be removed before work commences, stockpiled and replaced following the completion of the work.
12. Hours of operation:
 Production at this site: 7am to 9pm every day of the year.
 Hauling from the site:
 May 1st to September 30th : 7am to 7pm Monday through Friday inclusive.
 October 1st to April 30th : 7am to 7pm Monday through Saturday inclusive.
 Hauling will not be permitted on Sundays or on Statutory Holidays including New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Remembrance Day, and Christmas Day.
13. The developer shall ensure that dust and noise control measures are undertaken to prevent such items from becoming an annoyance to neighbouring land owners. The applicant shall conduct dust control procedures at the request of and to the satisfaction of the Development Approving Authority, acting reasonably. In this regard stock piles shall be located in a position to act as a sound barrier. Also, the applicant shall apply methods of minimizing the noise created from machinery and equipment.
14. The developer shall conduct dust control procedures at the request of and to the satisfaction of the Development Officer.
15. The developer shall keep the area subject to the development permit in a clean and tidy condition, free from rubbish and non-aggregate debris.

- 16. The developer shall install appropriate traffic and safety signage on and about the subject site and adjacent to road accesses.
- 17. Accesses and haul routes into extraction areas shall be located away from residential areas.
- 18. A disturbed area shall be reclaimed to a land capability equivalent to the pre-disturbance land capability (e.g. agricultural land) or a post-disturbance condition and land use (e.g. conversion to wetland) which are satisfactory to the Development Approving Authority.
- 19. Contravention of any conditions of this Permit may result in Smoky Lake County cancelling this development permit or jeopardize the renewal of the same.
- 20. The sand and gravel operation is required to comply with all municipal bylaws and setback requirements.
- 21. No development, disturbance or alteration of a surface water body is permitted without obtaining the necessary provincial approvals under the Water Act and from the Department of Fisheries and Oceans. Evidence of a Water Act approval or license must be provided to the Development Officer.
- 22. All reasonable measures must be taken to control erosion in the area of the sand and gravel operation.
- 23. The developer shall obtain any and all approvals, permits, and authorizations from any and all agencies, departments, and authorities that may be required.
- 24. Should the developer encounter conditions that required de-watering from below the surface water tables, they must advise Smoky Lake County of same and as well, comply with any all federal and provincial regulations concerning same.
- 25. Trucks drivers will not be permitted to use engine retarder brakes within ½ mile of a residence on municipally owned roads.
- 26. Any expansion of pit boundaries shall require a new development permit.
- 27. The developer shall obtain any and all authorizations required from Alberta Transportation.

ARTICLE 10 - NOTICES

10.1 Any notice required by one party to be given to the other shall be given at the following address:

SMOKY LAKE COUNTY
 C/O Cory Ollikka, Chief Administrative Officer
 Box 310
 4612 McDougall Drive
 Smoky Lake, Alberta T0A 3C0

any notice, demand or request given to the Developer shall be well and mailed by prepaid registered mail addressed to the Developer at:

JLG BALL ENTERPRISES LTD.
 C/O Lisa G. Ball, President & CEO
 Box 211
 Boyle, Alberta T0A OMO

or at such place as the Developer may from time to time in writing designate.

10.2 Any notice or request delivered shall be deemed to have been given or served on the date of delivery. Any notice or request if sent by mail shall, be deemed to have been given or served THREE (3) BUSINESS DAYS after the same has been posted as aforesaid. In the event of a disruption of normal postal service any notice required pursuant to the terms of this agreement shall be deemed to be sufficiently served or given if delivered by hand to either party at the address set out above.

ARTICLE 11 - NON-ASSIGNABILITY OF AGREEMENT

11.1 This Agreement shall not be assignable by the Developer without the written approval of the County, which approval the County, in its sole and unfettered discretion shall be at liberty to withhold.

11.2 This Agreement is binding on the heirs, executors, successors and assigns of the parties hereto.

ARTICLE 12 - OTHER MISCELLANEOUS CLAUSES

The Developer may, at its sole expense:

- a) erect and maintain directional signs, safety signs, use of engine retarder brakes signs for the development without obtaining a separate development permit for the signs. The signs shall be removed by the Developer upon the expiry of the Development Permit. The signs shall comply with The Manual of Uniform Traffic Control Devices for Canada (MUTCDC), published by the Transportation Association of Canada (TAC).
- b) locate and construct a sales office within a Development Area without obtaining a separate development permit for that office. This office shall be removed by the Developer upon the expiry of the Development Permit.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

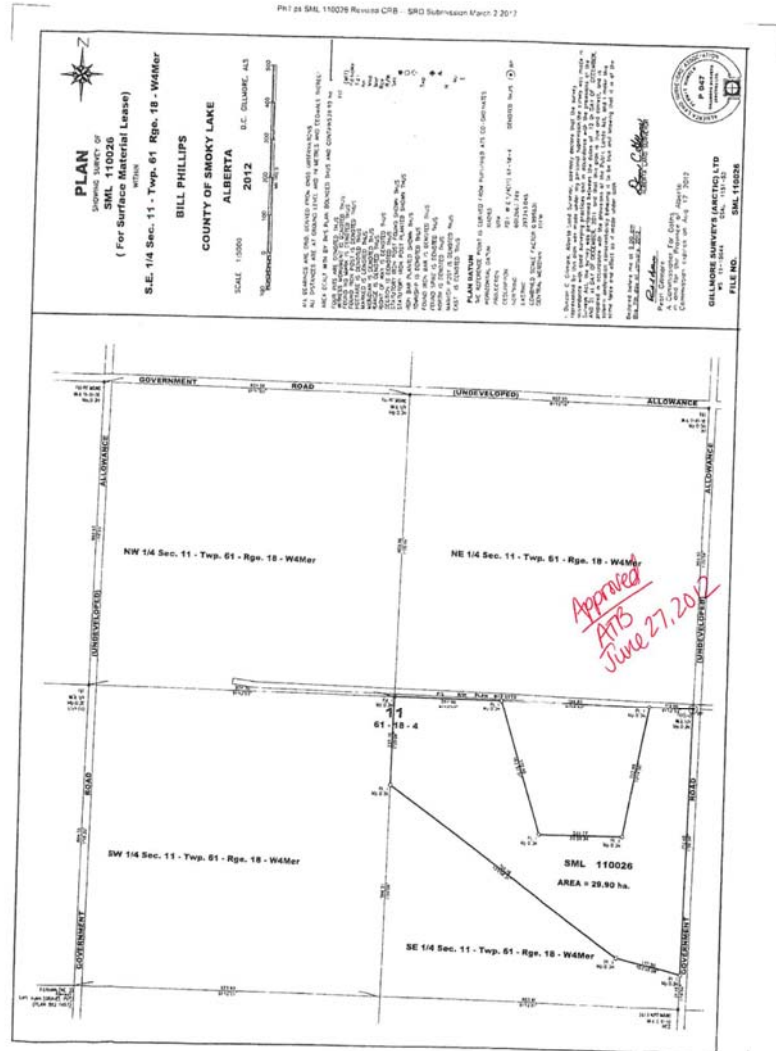
SMOKY LAKE COUNTY

Cory Ollikka
Chief Administrative Officer

WITNESS

Rodney Boyko
JLG Ball Enterprises Ltd.

SCHEDULE "A"
Development Permit 014-12 Site Plan
Pt. OF SE 11-61-18-W4M



Carried.

County Council Budget Meeting

278-12: Cherniwchan That the next County Council Budget Meeting be scheduled for Tuesday, **February 12, 2013** at 1:00 p.m. to be held at the County Council Chambers.

Carried.

ADJOURNMENT:

279-12: Cholak That this meeting be adjourned, time 3:35 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER