

SMOKY LAKE COUNTY

Minutes of the **County Council meeting** held on Thursday, **September 26, 2013** at 9:05 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>Councillor(s)</u>	<u>Thursday, September 26, 2013</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

3 Members of the Public in attendance.

Doug Ponich, Public Works Manager; Aline Brousseau, Planning and Development Manager; John Malysh, Natural Gas Manager and Arlene Shwetz, Communication Services Coordinator entered the Council Chambers, time 9:05 a.m.

2. Agenda:

Agenda

941-13: Cherniwchan That the Agenda for Thursday, September 26, 2013 County Council meeting, be adopted as amended:

Addition(s):

1. Waskatenau Minor Sports Association: Request for Gravel.

Carried Unanimously.

3. Minutes:

Minutes of July 25, 2013 – County Council Strategic Plan

942-13: Danyluk That the minutes of the **County Council Strategic Plan – 2013 - 2nd Quarter** Meeting held on Thursday, July 25, 2013 be adopted.

Carried.

Minutes of August 19, 2013 – County Council for the purpose of CAO Evaluation Meeting

943-13: Orichowski That the minutes of the **County Council Meeting for the purpose of CAO Evaluation** Meeting held on Monday, August 19, 2013 be adopted.

Carried.

Minutes of August 22, 2013 – County Council Meeting

944-13: Bobocel That the minutes of the **County Council Meeting** held on Thursday, August 22, 2013 be adopted.

Carried.

Minutes of September 3, 2013 – County Council for the purpose of CAO Evaluation Meeting

945-13: Cherniwchan That the minutes of the **County Council Meeting for the purpose of CAO Evaluation** Meeting held on Tuesday, September 3, 2013 be adopted.

Carried.

Minutes of September 4, 2013 – County Council Budget Meeting

946-13: Danyluk That the minutes of the **County Council Budget** Meeting held on Wednesday, September 4, 2013 be adopted.

Carried.

Kurt Holdis, Agricultural Fieldman and Evonne Zukiwski entered the Council Chambers, time 9:10 a.m.

4. Request For Decision(s):

Agricultural Service Board: 2014 – 2016 Legislative Funding Stream Grant Application

947-13: Orichowski That Smoky Lake County Agricultural Service Board submit the Grant Application for the Agricultural Service Board Grant Program for 2014-2016 Legislative Funding Stream to the Alberta Agricultural Food and Rural Development.

Carried.

Agricultural Service Board: 2014 – 2016 Legislative and Environmental Funding Stream Grant Application

948-13: Bobocel That Smoky Lake County Agricultural Service Board submit the Grant Application for the Agricultural Service Board Grant Program for 2014-2016 Legislative Funding Stream plus the Enhanced Environmental Funding Stream to the Alberta Agricultural Food and Rural Development.

Carried.

Kurt Holdis, Agricultural Fieldman and Evonne Zukiwski left the Council Chambers, time 9:15 a.m.

Electricity Purchasing Program

949-13: Danyluk That County Council purchase electricity through 8760 Energy for a one-year contract, beginning January 2014.

Carried.

Bylaw 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend Section 7.23: Recreational Vehicles

950-13: Bobocel That **Bylaw No. 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend and Replace Section 7.23: Recreational Vehicles** is hereby amended as a result of the Public Hearing on August 22, 2013, as follows:

Section 7.23	Recreational Vehicles
---------------------	------------------------------

1. The year round placement of two (2) recreational vehicles on a parcel in Multi-lot Country Residential District (R1), Residential (Cluster) Conservation District (R2), Victoria Residential District (R3) or Hamlet Residential District (R4) is allowed without a development permit.
2. Additional recreational vehicles shall be permitted within the Multi-lot Country Residential District (R1), Residential (Cluster) Conservation District (R2), Victoria Residential District (R3), or Hamlet Residential District (R4) for a maximum of four (4) consecutive days.
3. Notwithstanding subsection (2) a development permit may be approved, at the discretion of the Development Authority, for up to one (1) additional, specific recreational vehicle per lot may be allowed for a maximum of thirty (30) days in a calendar year. The 3rd recreational vehicle on a lot is considered a permitted use under the Land Use Bylaw. Additional permits will not be permitted for the same specific recreational vehicle unit in a calendar year.
4. No recreational vehicle shall be permanently connected to any utility or municipal service, such as power, gas, water supply, or sanitary sewage disposal facilities unless the recreational vehicle is located in an approved recreational vehicle park.
5. This section does not apply to the placement of recreational vehicles in the Agriculture District (AG), Victoria Agriculture District (A1), Highway Commercial District (C1), Victoria Commercial District (C2), Hamlet Commercial District (C3), Industrial District (M1), Rural Industrial District (M2), Institutional & Community District (P), Direct Control District (DC), and Direct Control Landfill District (DC1).

Carried.

Bylaw 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend

Section 7.23: Recreational Vehicles

951-13: Orichowski That Bylaw No. 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend and Replace Section 7.23: Recreational Vehicles, as amended, be given **SECOND READING**.

Carried.

Bylaw 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend

Section 7.23: Recreational Vehicles

952-13: Danyluk That Bylaw No. 1256-13: Amend the Land Use Bylaw No. 1250-12 to Amend and Replace Section 7.23: Recreational Vehicles as amended, be given **THIRD AND FINAL READING** and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

Policy Statement No. 01-40-01: Governance Policies

953-13: Cherniwchan That Policy Statement No. 01-40-01 entitled "Governance Policies" be adopted:

Title: Governance Policies		Policy No.: 40-01
Section: 01	Code: P-I	Page No.: 1of 5 E
Purpose:	Policies are essential to good government and to an understanding of the continuity of Council decision-making.	
	To provide a process/framework for the ongoing, strategic, periodic review and evaluation of Smoky Lake County Policies.	

Policy Statement and Guidelines:**1. STATEMENT:**

- 1.1 Policies reflect Council's view of what is to be done in order to achieve and may be part of a broad, long-term planning process. It provides a framework for the delegation of decision-making, eliminates misunderstanding, reduces uncertainties and enables goals and objectives to be met.
- 1.2 These policies mandate various functions of Smoky Lake County, and where necessary, establish the procedures by which the functions are performed.

2. OBJECTIVES:

- 2.1 To clearly state and compile Policies of the Council.
- 2.2 Establish procedures for the preparation, distribution and maintenance of Council policies and the Council "Governance Policy Manual".
- 2.3 Review and evaluate all Policies to ensure that they remain effective, current, appropriate and aligned with provincial/federal legislation and Smoky Lake County's Strategic Plan.


3. GUIDELINES:**3.1 Types of Policies:**

- 3.1.1 **Policies of Intent (P-I):** Are policies which are broadly-based dealing with long-term issues, reflecting the intention of Council to take certain actions on the goals and priorities of the community.
- 3.1.2 **Situational Policies (P-S):** Refer to those which are established by Council in response to a particular circumstance or occurrence which may not have been foreseen in the course of normal decision-making.
- 3.1.3 **Routine Policies (P-R):** Are policies which are drafted in response to ongoing issues or to issues which can be anticipated in advance.
- 3.1.4 **Administrative Policies (P-A):** Are policies which deal with day-to-day issues falling within the mandate and authority allocated to the Chief Administrative Officer.
- 3.2 The established "Governance Policy Manual" shall contain all County Policy Statements adopted by resolution of the Council.
- 3.3 All Policy Statements of the Council shall be prepared in writing. Once adopted by resolution, statements of policy will be reproduced, distributed and included in the "Governance Policy Manual" accompanied by the Policy number and the effective date.
- 3.4 Each **Policy Statement** shall include:
- 3.4.1 The Purpose of the Policy.
- 3.4.2 The Policy Statement shall identify the Objective, Definitions, Guidelines and Procedures, when necessary.
- 3.4.3 Cross reference notations as to appropriate provisions, in accordance with Alberta Provincial Statutes or Bylaws.
- 3.4.4 Amendments referenced to history, with dates that reflect when changes were made.
- 3.4.5 A Policy number as assigned by Senior Administration.

- 3.5 The Senior Administration shall be responsible for the preparation, continuing maintenance and distribution of the "Governance Policy Manual", and the inclusion of amendments.
- 3.6 The "Governance Policy Manual" will be accessible to all employees of Smoky Lake County and to the general public via internet.
- 3.7 Each Policy Statement has a responsible Department and it shall be the responsibility of the Department to:
- 3.7.1 Periodically review their assigned policies.
- 3.7.2 Provide appropriate revisions and cross references as necessary.
- 3.7.3 Review policies and provide revisions as requested by Council or as recommended by Senior Administration to Council.
- 3.8 The Assistant Chief Administrative Officer is responsible to:
- 3.8.1 Assist Departments in the legislative and legal review of Policies.
- 3.8.2 Ensure that policies are tracked for review by Departments.

4. PROCEDURES:

- 4.1 Council, any Council Committee, the Chief Administrative Officer and Managers may initiate Policy proposals for consideration by Council.
- 4.2 Council or the Policy Committee may review the "Governance Policy Manual", at any time, to determine which, if any, policies need to be reviewed or rescinded.
- 4.2.1 Nothing in this Policy shall prevent the earlier review or evaluation of a Policy, if circumstances so warrant.
- 4.2.2 Where Provincial or Federal legislation or the text of a County policy dictates a more frequent review, the legislation or policy text shall prevail over this policy.
- 4.3 Senior Administration and Council shall formally review the policies in the "Governance Policy Manual" as required to determine which policies need to be amended.
- 4.4 Senior Administration will be responsible for assignment of tentative and final policy numbers to a proposed policy.
- 4.5 Proposed Council policies will follow the policy approval process as per *Policy Statement No. 01-22: Policy Committee: Terms of Reference* already established for Smoky Lake County. All proposed policy drafts or revisions will be forwarded by Senior Administration, the Policy Committee or Council, and then to Council for final consideration.
- 4.6 Once Council officially approves and adopts the proposed Policy Statement, the Senior Administration will be responsible for publication of the Policy and distribution.
- 4.7 As required, the Senior Administration will update the "Governance Policy Manual".
- 4.8 **Schedule "A": Smoky Lake County – Policy Review Schedule** will be created and updated to serve as a tracking tool to determine which policies need to be reviewed.
- 4.8.1 Administration will develop Schedule "A" as a Plan to track Policy Review dates. As each Policy will be reviewed it will be documented and the review date on the Summary plan will be revised accordingly to the next scheduled review date.
- 4.8.2 A Summary Schedule on the Review of Policies will be reported to Council on the progress at each quarterly scheduled Strategic Plan Meeting.



SCHEDULE "A"

SMOKY LAKE COUNTY – POLICY REVIEW SCHEDULE
Template – Sample

Policy Number	Policy Code	Policy Name	Adopted	Last Amended	Next Review
01 GENERAL GOVERNMENT SERVICES					
01-02	P-I	Procedures and Transacting of Organizational Meeting	February 23, 1984	February 24, 2000	February 2012

→ **Policy Number:** **First Number** assigned to the Policy to reflect the Policy number within the "Governance Policy Manual".

Second Number assigned reflects the number of times the Policy has been revised.

→ **Policy Code:** **Type of Policy:**

- P-I:** Policies of Intent.
- P-S:** Situational Policies.
- P-R:** Routine Policies.
- P-A:** Administrative Policies.

→ **Policy Name:** **Name of the Policy** assigned to reflect the Policy Statement.

→ **Adopted:** **Policy Statement** original creation date and adopted by Council by resolution.

→ **Revision Date:** **Date** the Policy Statement has been revised. This reflects the **Second Number** assigned to the Policy.

Review Date: **Date** that the Policies are scheduled to be reviewed, as determined by this Policy.

Policy Governance Manual:Section Areas:

- 01: General Government Services**
- 12: Assessment and Taxation**
- 13: Tax Recovery and Municipal Property**
- 14: Risk Management**
- 15: Human Resources**
- 02: Protective Services**
- 03: Transportation Services**
- 04: Environmental Health Services**
- 05: Public Health and Welfare Services**
- 06: Environmental Development Services**
- 61: Planning, Development and Subdivision Control**
- 62: Agricultural Service Board**
- 07: Recreation and Cultural Services**
- 08 Fiscal Services**
- 09: Natural Gas**

Carried.

JLG Ball Enterprises: Natural Resource Extraction (Sand and Gravel)

Development Agreement: Development Permit 047-12 and 037-13

954-13: Bobocel

That Smoky Lake County enter into a Development Agreement with JLG Ball Enterprises Ltd. as follows:

DEVELOPMENT AGREEMENT

This Development Agreement made this 26th day of September, 2013.

B E T W E E N:

SMOKY LAKE COUNTY
a Municipal Corporation
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
Phone: 780-656-3730
(hereinafter called “the County”)

OF THE FIRST PART

- AND -

JLG BALL ENTERPRISES LTD.
Box 211
Boyle, Alberta T0A 0M0
Phone: 780-689-2395
(hereinafter called “the Developer”)

OF THE SECOND PART

WHEREAS the County has granted a Development Permit for permission to extract sand and gravel from the lands legally described as:

Pt. of NE 11-61-18-W4M – Development Permit 047-12 (79.17 acres)
Pt. of SE 11-61-18-W4M – Development Permit 037-13 (79.86 acres)
(hereinafter referred to as “said lands”)

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, and Schedule B.**

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 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 1250-12 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 2.4** of this agreement.
 - (d) The Developer shall have complied with the provisions of **Paragraph 9.1** of this agreement.
- 2.2 The Developer acknowledges that the development and haul route are located in close proximity to residential dwellings.
- 2.3 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.
- 2.4 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.
- 2.5 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 lot and easement plans to the County.
- 2.6 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 relationship to this Agreement.
- 2.7 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.
- 2.8 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.
- 2.9 The Developer shall carry comprehensive liability insurance in such form and in the amount of TWO MILLION (\$2,000,000.00) DOLLARS OF LIABILITY for each parcel 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 and Sustainable Resource Development for the Lands.

- 2.10 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.
- 2.11 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 Development pursuant to this agreement as the County shall deem necessary and for the purpose enforcing the compliance by the Developer with the terms and conditions of this agreement.
- 2.12 The Developer shall be responsible for the repair and restoration of all damages 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 contemplate 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 satisfactorily 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 questions 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 party 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 provisions of this agreement.

ARTICLE 9 – DEVELOPMENT PERMIT

9.1 **Development Permit Conditions – Development Permit 047-12:**

1. The proposed development shall be located as per the Conservation and Reclamation Business Plan dated March 2012 (submitted April 12, 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) 110025 to Smoky Lake County from Alberta Sustainable Resource Development prior to commencement of excavating and crushing operations.

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 structure or equipment on the Land are to be removed upon expiry or cancellation of this Permit.

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.

11. **Hours of Operation:**
Production at this site:

- a. Operations excluding crushing: 7 a.m. to 9 p.m.
every day of the year.
- b. Crushing Operations:
May 1st – November 30th: 7 a.m. to 9 p.m.
October 1st – April 30th: 24 hours per day

Hauling from the site:

May 1st to September 30th: 7 a.m. to 7 p.m.
Monday through Friday inclusive.

October 1st to April 30th: 7 a.m. to 7 p.m.
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.

12. The developer shall ensure that dust and noise control measures are undertaken to prevent such items from becoming an annoyance to neighbouring landowners. 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.
13. The developer shall conduct dust control procedures at the request of and to be satisfaction of the Development Officer.
14. The developer shall keep the area subject to the development permit in a clean and tidy condition, free from rubbish and non-aggregate debris.
15. The developer shall install appropriate traffic and safety signage on and about the subject site and adjacent to road accesses.
16. Accesses and haul routes into extraction areas shall be located away from residential areas.
17. A disturbed area shall be reclaimed to a land capability equivalent to the pre-disturbance land capacity (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.
18. Contravention of any conditions of this Permit may result in Smoky Lake County cancelling this development permit or jeopardize the renewal of the same.
19. The sand and gravel operation is required to comply with all municipal bylaws and setback requirements.
20. 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.
21. All reasonable measures must be taken to control erosion in the area of the sand and gravel operation.
22. The developer shall obtain any and all approvals, permits, and authorizations from any and all agencies, departments, and authorities that may be required.
23. 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.
24. Truck drivers will not be permitted to use engine retarder brakes within ½ mile of a residence on municipally owned roads.
25. Any expansion of pit boundaries shall require a new development permit.
26. The developer shall obtain any and all authorizations required from Alberta Transportation.
27. The developer shall comply with Alberta Historical Resource Act. An application for Clearance shall be filed with the Historical Resources

Management branch through the *Online Permitting and Clearance* (OPaC) system. Written confirmation from Alberta Culture confirming this condition has been satisfied shall be submitted to Smoky Lake County prior to any excavating and crushing operations.

9.2 Development Permit Conditions – Development Permit 037-13

1. The proposed development shall be located as per the Conservation and Reclamation Business Plan.
2. This permit will expire on April 10, 2022.
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) 110026 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 and amendments thereto.
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.
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 structure or equipment on the Land are to be removed upon expiry or cancellation of this Permit.
11. Reclamation must meet or exceed provisions of the Conservation and Reclamation Business (CRB) Plan.
12. **Hours of Operation:**
Production at this site:
 - a. **Crushing Operations:**
24 hours per day, 365 days a year.
 - b. **On Site Development Operations (including tree harvesting, Pit development, reclamation):**
24 hours per day, 365 days a year.
 - c. **Hauling:**
7 a.m. to 9 p.m., Monday through Saturday inclusive.
Hauling will not be permitted on Sundays or on Statutory Holidays.
13. The developer shall ensure that dust and noise control measures are undertaken to prevent such items from becoming an annoyance to neighbouring landowners. 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 be 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. Contravention of any conditions of this Permit may result in Smoky Lake County cancelling this development permit or jeopardize the renewal of the same.
- 19. The sand and gravel operation is required to comply with all municipal bylaws and setback requirements.
- 20. 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.
- 21. All reasonable measures must be taken to control erosion in the area of the sand and gravel operation.
- 22. The developer shall obtain any and all approvals, permits, and authorizations from any and all agencies, departments, and authorities that may be required.
- 23. 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.
- 24. Truck drivers will not be permitted to use engine retarder brakes within ½ mile of a residence on municipally owned roads.
- 25. Any expansion of pit boundaries shall require a new development permit.
- 26. The developer shall obtain any and all authorizations required from Alberta Transportation.
- 27. This permit will **replace** Development Permit 014-12 and Development Permit 054-12 on the Pt. of SE 11-61-18-W4M.

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 and CEO
 Box 211
 Boyle, Alberta T0A 0M0

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

- 12.1 The Developer may, at its sole expense:
- a) Erect and maintain directional signs, use of engine retarder brakes signs for the development without obtaining a separate development permit of 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 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

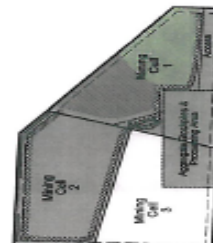

WITNESS

Lisa Ball
JLG Ball Enterprises Ltd.

SCHEDULE "A"
Development Permit 047-12 Site Plan
79.17 acres
PT. OF NE 11-61-18-W4M

Rating: SML110825 CRBP SRD Submission 12 April 2012

APPROVED
Dec 18 12
AUG

<p>Conservation and Reclamation Business Plan Surface Material Usage SML 110825</p> <p>Applicant: JLG Ball Enterprises Ltd. Project: 79.17 acres of land Site: NE 11-61-18-W4M City: Smoky Lake</p>	<p>Dwg. No. 3</p> <p>1. Site Plan 2. Site Plan 3. Site Plan 4. Site Plan 5. Site Plan 6. Site Plan 7. Site Plan 8. Site Plan</p>	<p>LEGEND</p> <p>--- 10' Buffer Zone --- 15' Buffer Zone --- 20' Buffer Zone --- 30' Buffer Zone --- 40' Buffer Zone --- 50' Buffer Zone --- 60' Buffer Zone --- 70' Buffer Zone --- 80' Buffer Zone --- 90' Buffer Zone --- 100' Buffer Zone</p>
<p>PHASE 1 (10 to 5 years)</p> <ul style="list-style-type: none"> - Site Plan 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 		<p>DEVELOPMENT SEQUENCE</p> <p>Phase 1 to 2:</p> <ul style="list-style-type: none"> - Clear the site and install the infrastructure. - Install the infrastructure and start the development. - Complete the development and start the operation.
<p>PHASE 2 (10 to 5 years)</p> <ul style="list-style-type: none"> - Site Plan 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 		<p>PHASE 3 (10 to 5 years)</p> <ul style="list-style-type: none"> - Site Plan 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Human Resources:

- Completing Evaluation Cycle for management team.

Community:

- Received correspondence from the Government of Canada – Re: National Seniors Day.

Training:

- No report.

County Strategic Plan:

- Next Strategic Plan Meeting is October 24, 2013 at 1:00 p.m.

Financial Update:

As annexed to the minutes:

↳ Financial Statement for the Month: July and August 2013.

Action List(s):

↳ **Action List(s):**

- **County Council Meeting:** August 22, 2013.
- **County Council Budget Meeting:** September 4, 2013.

Smoky Lake Fire Department: Used Truck Purchase

955-13: Cherniwchan That Smoky Lake County cost-share with the Smoky Lake Fire Department and the Town of Smoky Lake the purchase of a used 2002 Dodge Gas Crew Cab – Command Rescue Truck from the Edson Fire Department in the amount of \$5,000.00; and the County’s one-third basis cost not to exceed the amount of **\$1,666.67**.

Carried.

2013 National Seniors Day

956-13: Cholak That Smoky Lake County proclaim 2013 National Seniors Day “**Celebrating the continuing contributions of Canada’s Seniors**” on October 1, 2013 to honour and celebrate seniors for the valuable contributions they have made, and continue to make, in our communities, workplaces, and families.

Carried.

957-13: Cherniwchan That the updated report for the period of August 22, 2013 to September 25, 2013 by the Chief Administrative Officer, be accepted and filed for information.

Carried.

Finance Manager’s: Report

Brenda Adamson, Finance Manager provided an updated Finance report for the period of August 9, 2013 to September 18, 2013.

Smoky Lake County: Phone System

958-13: Bobocel That Smoky Lake County Council defer discussion in reference to the purchase or lease of an upgraded phone system for Smoky Lake County Administration Building and the Public Works Building to the next County Council Meeting; so Administration can obtain more quotes.

Carried.

Bellamy Financial Software

959-13: Danyluk That Smoky Lake County purchase a Bellamy Report/Web Software not to exceed the amount of **\$11,000.00**; and re-allocate fund transfer from the 2013 Budget Phone System Reserve.

Carried.

Accounts Receivable(s): Outstanding

960-13: Danyluk That Smoky Lake County write off the amount of **\$334.42** on the Accounts Receivable Account Number 1281; the amount of **\$454.97** on the Accounts Receivable Account Number 1515; and the amount of \$212.00 and penalties in the amount of \$238.62 for a total of **\$450.62** on the Accounts Receivable Account Number 2345.

Carried.

961-13: Cherniwchan That the Finance Manager's Report received by Brenda Adamson for the period of August 9, 2013 to September 18, 2013, be accepted and filed for information.

Carried.

Arlene Shwetz, Communication Services Coordinator left the Council Chambers, time 10:15 a.m.

Reeve's Report

Reeve Dareld Cholak presented the following report:

- **Letter:** Honourable Doug Griffiths, Minister of Municipal Affairs, dated August 14, 2013 – Re: Acceptance of Projects under the Municipal Sustainability Initiative.
- **Thank You to Division One Voters:** Publicly announced to Thank the Voters in Division One for their support to serve for the next four years.
- **Thank You to Council:** Thank You to the present members of Council – Good Council to work with and we all have served diligently – all the best to you in the upcoming election.
- 2013 Fall AAMD&C Convention: Schedule meetings with Alberta Transportation and the RCMP.
- Issues will be addressed during the Committee Task Force and Board reporting.
- **Reply to the Reeve:** Deputy Reeve, Ron Bobocel – on behalf of Council - it is a pleasure and honour to serve with you. Thank you for your guidance and leadership.

Alberta Municipal Affairs: MSI Capital Funding

962-13: Orichowski That Smoky Lake County acknowledge receipt of the letter received from Honourable Doug Griffiths, Minister of Alberta Municipal Affairs, dated August 14, 2013 in regards to the (MSI) Municipal Sustainability Initiative funding approved under the capital funding component for the following projects:

CAP-5002: Road Rehabilitation	\$141,368.00
CAP-5003: Road Construction	\$290,000.00
CAP-5004: Oil Treatment and Base Stabilization	\$310,000.00
CAP-5005: Road Resurfacing	\$260,000.00

Carried.

963-13: Bobocel That Smoky Lake County Administration arrange for meetings with the government officials with Alberta Transportation, and Royal Canadian Mounted Police during the 2013 Fall AAMD&C Convention in November.

Carried.

964-13: Orichowski That the Reeve's report received, be accepted.

Carried.

Management Reports

Public Works Manager

- **2013 Road Project**, dated as of September 13, 2013.

Executive Session:

965-13: Bobocel That County Council go into an Executive Session to discuss a Legal issue, time 10:45 a.m.

Carried.

966-13: Cherniwchan That County Council go out of an Executive Session, time 10:56 a.m.

Carried.

Dave Kully, Public Works Shop Foreman entered the Council Chambers, time 10:56 a.m.

967-13: Danyluk That Smoky Lake County approve to re-allocate from the 2013 Three-Year Road Plan - Road Project P1334: RR 162 between Hwy 28 – Twp 594A the surplus funding of the balance remaining, approximately \$20,000.00 to the 2014 Three-Year Road Project: RR 162 between Hwy 28 – Twp 594A to complete the Oiling Project.

Carried.

2013/2014 to Alberta Transportation: Transportation Priorities

968-13: Bobocel That Smoky Lake County prepare a Presentation for the meeting with Alberta Transportation at the Alberta Association of Municipal Districts and Counties Fall 2013 Convention addressing the following 2013/2014 Transportation priorities and project status update:

1. **Highway 28/63 Regional Water Line:** Thanks, with your cooperation and assistance the project is proceeding.
2. **Status of Project(s):** Thank you again for your correspondence during the year (most recent, January 3, 2013) from the discussion held during our meeting at the 2012 Alberta Association of municipal Districts and Counties Fall Convention on November 13, 2012 in Edmonton.

Smoky Lake County would appreciate an update on the following:

2.1 Highway 28: Status on timeframe of the re-surfacing (overlay) on the highway.

2.2 Highway 855 North of Buffalo Lake to Atmore:

- Smoky Lake County agrees with Buffalo Lake Metis Settlement, as well as the Counties of Athabasca and Lac La Biche that Highway 855 needs to be upgraded to pavement status Atmore. Further, completion of this project will doubtless help draw the congested traffic volumes off of Highway 63 and Highway 831, thereby assisting with the safety concerns on those highways.

- With all of the recent attention given to Highway 63, we submit that the completion of 855 will draw significant traffic volumes off of Highway 63 and Highway 831, and would, in effect, be a quick fix to a serious problem while the long term twinning of Highway 63 occurs.
- The Province's routing and cost-analysis study is complete, please provide an update as to when this project is to be put into the 3-year business plan.

2.3 Highway 28 and Highway 831: Please provide updates as to timing of anticipated Intersection Amendment.

- For your attention this junction, this site has had numerous accidents by persons failing to stop prior to crossing Highway 28. Please provide any information on details of the anticipated intersection changes and any new information as to when this construction will be put into the departments' 3-year business plan.
- Any further information on the design for a roundabout?

2.4 Highway Intersection Lighting:

- Enhanced lighting is required at the intersections of Highways:
 1. Highway 28 and North on Highway 855
 2. Highway 28 and 831 (realizing there may be an intersection amendment noted above).
 3. Highway 656 and 831
- Please advise of the status on the plans for construction to add the design and construction of lighting at highway 831/656, and any additional lighting required at Highway 28/855 to the Highway 28/831 roundabout project.

2.5 Secondary Highway 831 Bridge:

- Turning lanes at the intersection of Victoria Trail and Highway 831, immediately North of the Bridge that crosses the North Saskatchewan River, would greatly improve safety at this location – similar to the work done at the Metis Crossing on Highway 855.
- Please consider into future plans.

2.6 Clarification of Approach Removal(s) along Secondary and Primary Highways:

- **Spedden:** 1037754 Alberta Ltd. (Dwight Delamarter)
Location: Pt. of SE 33-59-12-W4
Block OT Plan 5003JY
- **Vilna:** McKenzie Jackson
Location: Pt. of NE 20-59-13-W4
Lot 1, Block 1 Plan 0825968
- **Waskatenau:** Pepper's Highway Service Ltd. (Ernie Dombrosky)
Location: Pt. of NE 16-59-19-W4 – Lot B Plan 1522KS

2.7 Road Closure(s):

- Please advise of Alberta Transportation's procedures, and expected delays to processing Road Closures.

2.8 Highway 28 – East of RR 174 and at RR 172: Speed Limit:

- Special events have seen Alberta Transportation cooperate with our community to lower the speed limit past the Town of Smoky Lake to 80km/h.
- Recent Motor Vehicle Collisions and several near-misses have raised serious concerns in our community.
- Request for Speed Limit to be lowered from 100km/h to 80km/h.

Carried.

Public Works Shop Foreman

Public Works Equipment for Sale

Unit 181S: 1999 Decap Crosshopper Bellydump

Tender(s) Submitted: Unit 181S: 1999 Decap Crosshopper Bellydump

Two Tender(S) submitted:

538659 Alberta Ltd.

\$ 16,290.00

815213 Alberta Ltd.

\$ 14,300.00

**Public Works Equipment for Sale
Unit 181S: 1999 Decap Crosshopper Bellydump**

969-13: Bobocel That Smoky Lake County award the tender to **538659 Alberta Ltd.**, for the highest bid in the amount of **\$16,290.00**; to sell the Public Works Equipment: Unit 181S: 1999 Decap Crosshopper Bellydump (Gravel Trailer).

Carried.

Natural Gas Manager

Gas Alberta Inc.

Gas Alberta Security of Supply: Survey

970-13: Cherniwchan That Smoky Lake County complete and Administration submit to Gas Alberta Inc. the “**Gas Alberta Security of Supply**” Survey as follows:

Phase 1 – Security of Supply Review (Operational)	
1.	<p>Should Gas Alberta Inc. proceed with the development of a Pipeline Funding Program?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>
2.	<p>Should Gas Alberta engage an independent engineering firm to perform a needs assessment review and help establish program criteria?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>
3.	<p>Should the program cover only those costs associated with abandonment of supply lines? (Should it also cover lack of supply capacity i.e., small supply pipelines or lower operating pressure).</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>
4.	<p>Should Gas Alberta / Federation approach the provincial Government about their role in protecting Alberta consumers from larger losses of natural gas supply sources (i.e., in excess of \$2.0 million)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>
5.	<p>Any other comments?</p> <p>Comment: _____</p>
Phase 2 – Pipeline Funding Program (Financial)	
1.	<p>Should the funding received by a utility be in the form of a grant which would not be required to be paid back? (Versus a loan with repayment requirements).</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>
2.	<p>Are you in agreement with Gas Alberta about the establishment of an aggregate cap (Currently estimated at \$5 million) to limit the liability to each customer.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comment: _____</p>

3. Gas Alberta believes that any utility that is impacted by the loss of supply has some financial responsibility to invest in a replacement pipeline. Do you agree with this statement?

Yes
 No

Comment: _____

4. Do you believe that Gas Alberta should have the ability to request repayment of funds should a utility choose to sell their system after a supply pipeline has been replaced?

Yes
 No

Comment: But on a depreciated value._____

5. Any other comments?

Comment: _____

Carried.

John Malysh, Natural Gas Manager left the Council Chambers, Time 11:10 a.m.

**Planning and Development Manager
Municipal Planning Commission: Meeting**

971-13: Orichowski That a **Municipal Planning Commission** Meeting be scheduled for Thursday, October 10, 2013 at 11:30 a.m. to be held in the County Council Chambers.

Carried.

972-13: Danyluk That the management reports received for the period of August 23, 2013 to September 19, 2013 from Doug Ponich, Public Works Manager; Bob Novosiwsky, Public Works Foreman; Dave Kully, Public Works Shop Foreman; Ed English, Peace Officer; John Malysh, Natural Gas Manager; Dave Franchuk, Environmental Operations Manager; Kurt Holdis, Agricultural Fieldman; Aline Brousseau, Planning and Development Manager; Trevor Tychkowsky, Safety Officer; Scott Franchuk, Fire Chief; and Arlene Shwetz, Communication Services Coordinator, be accepted and filed for information.

Carried.

9. Public Question and Answer Period:

11:30 a.m.

Richard Klem

Question: Division Five Residents have Dust Control Issues!

Reply: County has a Dust Control Policy and it is available to the residents with options available for dust control.

Aline Brousseau, Planning and Development Manager left the Council Chambers, time 11:35 a.m.

7. Delegation(s):

Finning Canada

Present before County Council at 11:40 a.m. to 11:59 a.m. was Dale Chapelsky, Machine Sales, Finning Canada to give a update to Council on CAT Graders and the impact on the County Grader Program.

Dave Kully, Public Works Shop Foreman left the Council Chambers, time 11:59 a.m.

Meeting Recessed

Meeting recessed for Lunch, time 12:00 noon.

Meeting Reconvene

The meeting reconvened on a call to order by Reeve Dareld Cholak at 1:00 p.m. in the presence of all Council members, and the Chief Administrative Officer, Assistant Chief Administrative Officer/ Recording Secretary and Finance Manager.

Doug Ponich, Public Works Manager entered the Council Chambers, time 1:00 p.m.

Executive Session: Legal

973-13: Orichowski That County Council go into Executive Session to discuss a Legal issue, time 1:02 p.m.

Carried.

974-13: Danyluk That County Council go out of Executive Session, time 1:19 p.m.

Carried.


7. Delegation(s):

JLG Ball Enterprises Ltd.

Presented before County Council at 1:20 p.m. to 1:42 p.m. were Lisa Ball, President and Brenda Kirk, Office Manager representatives of JLG Ball Enterprises Ltd. to address the proposed *draft* Haul Road Agreement for all developments in Smoky Lake County.

Haul Road Agreement

975-13: Cherniwchan That Smoky Lake County Council enter into a Haul Road Agreement with JLG Ball Enterprises Ltd., and execute as amended for hauling on all present and future aggregate developments, as follows:

	<p>Schedule "A" HAUL ROAD AGREEMENT</p>
<p>This Agreement made this 26th day of September, 2013;</p>	
<p>B E T W E E N:</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>OF THE FIRST PART</p>	
<p>- AND -</p>	

JLG BALL ENTERPRISES LTD.
 Box 211
 Boyle, Alberta T0A 0M0
 Phone: 780-689-2395
 (hereinafter called “**the Company or the Developer**”)
 OF THE SECOND PART

WHEREAS, the County has jurisdiction over all local roadways within the Smoky Lake County;

AND WHEREAS, the County is committed to maintained every road subject to its control and management in a reasonable state or repair, having regard for the character of each road and the area of the municipality in which it is located.

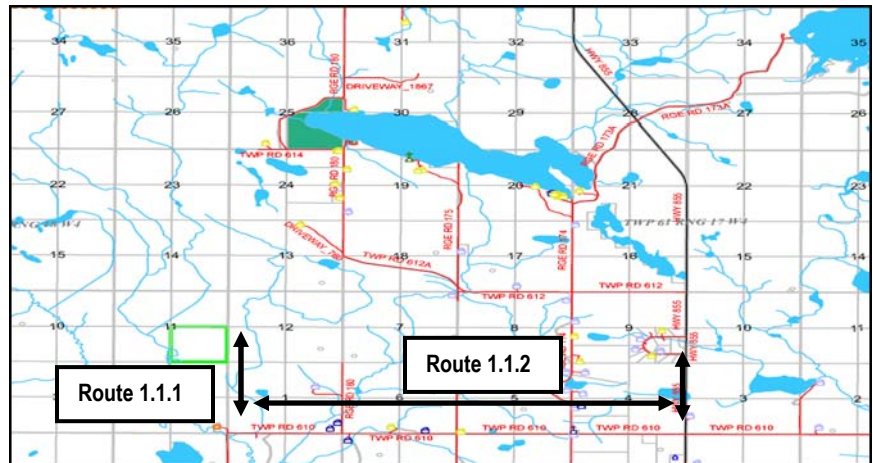
AND WHEREAS, the Company wishes to use a designated haul road for the purpose of a Aggregate Haul Activity.

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:

1. LOCATION:

1.1 Designated haul road/route:

- 1.1.1 The developed road +/- 0.5 mile portion of Range Road 181 North of Township Road 610.
- 1.1.2. Township Road 610 to Secondary Highway 855.
- 1.1.3 Any departure of the project from the designated haul road route as per map below requires County approval in writing.



2. CONDITIONS FOR PERMISSION:

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

- 2.1 The County is to be notified when the project is started and completed.
- 2.2 Parties hauling aggregate, sand or gravel shall complete:
 - Aggregate Haul Report (*Schedule “B”*).
 - Provide the County with a copy of any and all reporting / documentation on Hauled Quantities such as required by Provincial or Federal Government, i.e., to ESRD (Environment and Sustainable Resource Development), on all volumes hauled, to the satisfaction of the County.
Please specify: _____
 - Permission and Provision Form for Minor Hauls (*Schedule “C”*).
- 2.3 Smoky Lake County shall be notified prior to the start of any hauling activity.
- 2.4 The term of this Agreement is for **one year** from the date executed.

2.5 The County will advise the Company of any weight restrictions or other road restrictions/bans and these shall be adhered to by the Company in accordance with **Bylaw No. 1225-11: Road Ban/Restriction.**

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

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

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

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

calcium and water will be required if dust can not be controlled with only water, at County discretion.

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.

N/A or Other: Note: Dust Control is to be maintained at all times on the developed ½ mile portion of Range Road 181 North of Township Road 610. Cost associated with this a dust control shall be shared proportionally by all users.

2.5.4 All road maintenance, other than the dust control method, *as per Section 2.5.3*, shall be the responsibility of the County and be conducted at the sole discretion of the County.

2.6 The Company will comply to the following noise control measures:

■ No use of engine retarder brakes at/near intersection of Twp 610 and Highway 855; and/or near any residences along the Haul Route.

2.7 Other conditions:

2.7.1 ~~The~~ This Haul Road Agreement must be reviewed by **County Council** on an annual basis. ~~for each calendar year.~~

2.7.2 The Company 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

2.7.3 **Other:** _____.

3. FINANCIAL:

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

3.2 The Company will be required to submit a **HAUL ROAD LEVY in the amount of 70 cents per tonne for the first 700,000 tonnes** hauled; and **85 cents per tonne** for any and all volumes of aggregate material hauled thereafter. The Haul Road Levy will be non-negotiable with the County.

This Agreement is non-transferrable.

3.3 ~~The Company shall provide SECURITY in the amount of NOT LESS THAN \$15,000.00:~~

- ~~■ The Agreement must be accompanied by a certified cheque, made payable to Smoky Lake County for the specified amount.~~
- ~~■ The County shall refund the Security amount to the Company, upon receipt of all Quarterly Reports and payments and at the expiration date of the Agreement. The Security amount may continue to be held by the County at the request of the Company, if a new agreement is signed for an ensuring year.~~

3.4 No levy may be imposed on shipments of sand or 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. NON-COMPLIANCE

4.1 The County may inspect the designated haul road/ route at any time during the term of this agreement.

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

5. HOLD HARMLESS:

5.1 The Company shall indemnify and save harmless the County, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individual including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Company or any negligent act or omission of the Company, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

5.2 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 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.

The Undersigned (referred to as the "Company", having carefully read the Haul Road Agreement and supporting Schedules and hereby agrees to execute.

IN WITNESS WHEREOF, the said parties hereto have affixed their corporate seals under the hands of proper officers on their behalf, the day and year first above written.


SMOKY LAKE COUNTY

**Cory Ollikka
Chief Administrative Officer**


WITNESS

} _____
**Lisa Ball
JLG Ball Enterprises Ltd.**

Schedule "B"

 AGGREGATE HAUL REPORT		Reporting Period: <input type="checkbox"/> January – March <input type="checkbox"/> April – June <input type="checkbox"/> July – September <input type="checkbox"/> October – December	
		Name of Operator: _____	
ADDRESS	TELEPHONE NUMBER: _____ FAX NUMBER: _____		
E-MAIL ADDRESS: _____			
Name of Pit /Property Owner: _____			
ADDRESS	TELEPHONE NUMBER: _____ FAX NUMBER: _____		
E-MAIL ADDRESS: _____			
Name and Destination of Receiving Party/Parties: _____			
ADDRESS of DESTINATION	TELEPHONE NUMBER: _____ FAX NUMBER: _____		
E-MAIL ADDRESS: _____			
Proposed: TOTAL AGGREGATED (Tonnes) TO BE HAULED: _____		Actual: TOTAL AGGREGATED (Tonnes) HAULED: _____	
<input type="checkbox"/> Copy of any and all reporting / documentation attached for verification of tonnes hauled.			
START DATE		END DATE:	
DATED THIS ___ DAY OF ____, 20__		DATED THIS ___ DAY OF ____, 20__	
SIGNATURE OF OPERATOR/COMPANY REPRESENTATIVE: _____		SIGNATURE OF OPERATOR/COMPANY REPRESENTATIVE: _____	
PUBLIC WORKS: _____		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.

Doug Ponich, Public Works Manager left the Council Chambers, time 1:43 p.m.

Committee Task Forces and Boards: Reports

Alberta Care

- No report.

Corridor Communications Incorporated

- Spectrum Auction – January 2014.

Doctor Retention & Recruitment Committee

- No report.

Evergreen Regional Waste Management Commission

- No report.

Family Community Support Services Committee

- Grant: Conduct Poverty Reduction Discussion in Your Municipality.

976-13: Danyluk

That the e-mail received from Jacalyn Lewicki, Councillor, Town of Smoky Lake, dated August 30, 2013 in regards to a Grant available to Conduct Poverty Reduction Discussions in Your Municipality, be filed for information.

Carried.

Family-School Liaison Committee

- Next meeting scheduled for November 4, 2013 at 1:00 p.m..

Fire and Rescue Liaison Committee

Smoky Lake:

- No report.

Vilna:

- No report.

Waskatenau:

- No report.

Government Liaison Committee

- AAMD&C District 5 Meeting: Will be held 2 times per year.

Highway 28/63 Regional Water Services Commission

- Mason Contractor has started work.

In-House Safety Committee

- Meeting was held on September 25, 2013.
- First Aid Training: Completed Vilna School – 30 students. Upcoming H.A. Kostash School and two Community Learning Council Courses.
- Scissor Lift: Fall 2013.
- Forklift Training: Fall 2013.
- ATV / UTV Training: In progress – Fall.
- Crane Training: Schedule for the Fall 2013.
- Orientation: Completed for all staff.
- Four Incident(s) reviewed.
- 40th Annual Rural Utilities Safety Association (RUSA) Convention: December 2-5, 2013 – Employees will be attending.
- Internal Audit: To begin early October.
- Next In-House Safety Committee Meeting is scheduled for October 23, 2013 at 8:00 a.m.

Lakeland DMO: Destination Marketing Organization

- No report.

Municipal Planning Commission

- No report.

North East Muni-Corr. Ltd.

- Beaver River Trestle: Replacement Process continuing. Engineer is MacDonald Engineering Inc..
- M.D. of Bonnyville has agreed to oversee the procurement process of the project.
- Fundraising process is being organized for the Beaver River Trestle.

Northern Lights Library System

- Meeting scheduled on September 28, 2013 in Elk Point.

Policy Committee

- **Minutes:** September 4, 2013.

R.C.M.P. Liaison Committee

- Presentation for the AAMD&C Fall Convention – if “K” Division is meeting: ½ time staff position and sixth member.

Regional Community Development Committee (RCDC) Committee

- Meet with Alberta Transportation in Athabasca on August 19, 2013: 8 potential access sites discussed.
- Next RCDC Meeting is scheduled for November 6, 2013 at 10:00 a.m.

Regional Disaster Services Agency Committee

- No report.

Risk Pro Control Management Committee

- **Minutes:** Added Named Insured:
 - No minutes.

Smoky Lake Agricultural Society

- No report.

Smoky Lake Foundation

- Continuing with the Alberta Seniors and Community Supports Affordable Supportive Living Initiative – Project.
- Ground Breaking Event: Well received. Thank you to Councillor Orichowski for representing the County and bringing greetings.
- Society created: Friends of Bar-V-Nook.
- Consistently at full occupancy.
- **Minutes:** August 21, 2013.

Smoky Lake Heritage Board

- No report.

Joint Municipalities

- Next Joint Municipalities Meeting hosted by Village of Vilna on December 2, 2013.

977-13: Orichowski

That the Committee Task Force and Board Reports presented by Councillors be accepted.

Carried.

6. Correspondence:

978-13: Cherniwchan That the following correspondence received from the Alberta Association of Municipal Districts and Counties, be filed for information:

- a. Contact Newsletter:
 - August 28, 2013.
- b. Contact Newsletter:
 - September 12, 2013.

Carried.

Grand Rapids Pipeline Project

979-13: Danyluk That the letter(s) received from Greg Bridgewater, Project Director, Grand Rapids Pipeline GP Ltd, dated August 16, 2013 and September 4, 2013 in regards to the project update on the Grand Rapids Pipeline Project, be filed for information.

Carried.

County of St. Paul No. 19

980-13: Orichowski That Smoky Lake County write a letter to County of St. Paul No. 19 in response to the letter received from Steve Upham, Reeve, dated August 16, 2013; to inform that County Council has been for years advocating its position for improvements for Highway 28; and meet with Alberta Transportation annually at the Alberta Association of Municipal District and Counties' Convention addressing this issue as one of the priorities.

Carried.

Dust Control: Resident(s) Concern

981-13: Cherniwchan That Smoky Lake County write a letter to Mike Kurylo, Wesley Fedoretz, Stan Zdebliak, Ed Pohranychny, and Steve Zarusky advising the residents of the County's policy on Dust Control procedures; and to contact their divisional Councillor to look at the options available for dust control.

Carried.

Beaver County

982-13: Bobocel That Smoky Lake County extend its congratulations to Beaver County on its Grand Opening - Open House held on September 20, 2013 on their newly renovated Service Centre; and donate a monetary amount of **\$100.00** as a donation to their local Food Bank.

Carried.

Town of Smoky Lake

983-13: Danyluk That Administration advise the Smoky Lake County Parks and Recreation Department of the Smoky Lake Heritage Day's Parade Theme for 2014 - "**Transportation...All routes lead to Smoky Lake**"; as per letter received from Valeria Billey, Parade Committee, Town of Smoky Lake, dated August 27, 2013.

Carried.

Final Mile Rural Community Program

984-13: Bobocel That the letter received from Drew Hiltz, Manager, Agriculture and Rural Development, Government of Alberta, dated August 28, 2013 in regards to the Final Mile Rural Community Program Application for Community high-speed Internet Project not successful, be filed for information.

Carried.

Regional Collaboration Program

985-13: Orichowski That County Council acknowledge receipt of the 2011/12 Regional Collaboration Program Grant funding in the amount of \$50,000.00 for the Joint Municipal Recreation Master Plan Project has satisfactorily complied with the completion date and reporting documentation of the conditional grant agreement signed on October 18, 2011, as per letter received from Marie Juengel Director, Municipal Grants, Alberta Municipal Affairs, dated August 29, 2013.

Carried.

Royal Canadian Mounted Police: "K" Division

986-13: Cherniwchan That the correspondence received from the Royal Canadian Mounted Police "K" Division in regards to the 2012-2013 RCMP "K" Division Year in Review, be filed for information.

Carried.

County of Two Hills No. 21: 50th Anniversary

987-13: Orichowski That County Council and Administration who can attend – attend the County of Two Hills No. 21 – 50th Anniversary celebrations held on October 7, 2013 from 11:00 a.m. to 1:00 p.m. at the Two Hills Public Works Shop; and present a gift on behalf of Smoky Lake County.

Carried.

Sustainable Resource Development**Grazing Lease No. GRL 910048**

988-13: Bobocel That the c.c. letter received from Connie Gagne, Disposition Section, Government of Alberta Sustainable Resource Development, dated September 6, 2013 in regards to Grazing Lease No. GRL 910048- name change from Vera V. Koziol to Keith Norman Fritzler and Candice Fritzler as "Joint Tenants" for 148 AUMs of Grazing Annually, expires December 31, 2015, be filed for information.

Carried.

Non-Profit Tourism Event Planning Workshop

989-13: Bobocel That the correspondence received from Jaelyn Denman, Community Economic Development Coordinator, Community Futures Lac La Biche, dated September 12, 2013 in regards to Non-Profit Tourism Event Planning Workshop on October 2, 2013 from 5:00 p.m. to 8:00 p.m. at the Festival Centre in Plamondon, be filed for information.

Carried.

Sustainable Resource Development**Grazing Lease No. GRL 37431**

990-13: Cherniwchan That the c.c. letter received from Caroline Hiew, Disposition Services Section, Government of Alberta Environment and Sustainable Resource Development, dated September 10, 2013 in regards to the Grazing Lease No. GRL 37431 renewal term of 10 years effective January 1, 2013 for 197 AUMs grazing annually to Maurice Glen Smith, be filed for information.

Carried.

First Baptist Church of Smoky Lake

991-13: Bobocel That County Council approve the “in-kind” donation of two (2) Tandem loads of gravel and equipment manpower to the First Baptist Church of Smoky Lake towards the church parking lot.

Carried.

2013 – 15th Annual Alberta Police and Peace Officers’ Memorial Day

992-13: Cherniwchan That the Smoky Lake County Peace Officer attend, if available, the 2013 – 15th Annual Alberta Police and Peace Officers’ Memorial Day on Sunday, September 29, 2013 at the Alberta Legislature (South Grounds), as per letter received from Roni Pagliuso, Manager, Program Development and Support, Alberta Justice and Solicitor General, dated September 10, 2013.

Carried.

2013 Restorative Justice Week

993-13: Cholak That Smoky Lake County proclaim 2013 Restorative Justice Week – “Inspiring Innovation” on November 17 – 24, 2013:

WHEREAS, in the face of crime of conflict, restorative justice offers a philosophy and approach that views these matters principally as harm done to people and relationships; and

WHEREAS, restorative justice is a non-adversarial, non-retributive approach to justice that emphasizes healing in victims, accountability of offenders, and the involvement of citizens in creating healthier, safer communities.

WHEREAS, this year’s theme for Restorative Justice Week is “*Inspiring Innovation*”, it is an opportunity to learn about restorative justice, educate and celebrate along with other communities across the country during the week.

THEREFORE, I DARELD CHOLAK, REEVE, do hereby proclaim November 17, 2013 – November 24, 2013 as Restorative Justice Week in the Town of Smoky Lake of SMOKY LAKE COUNTY.

Carried.

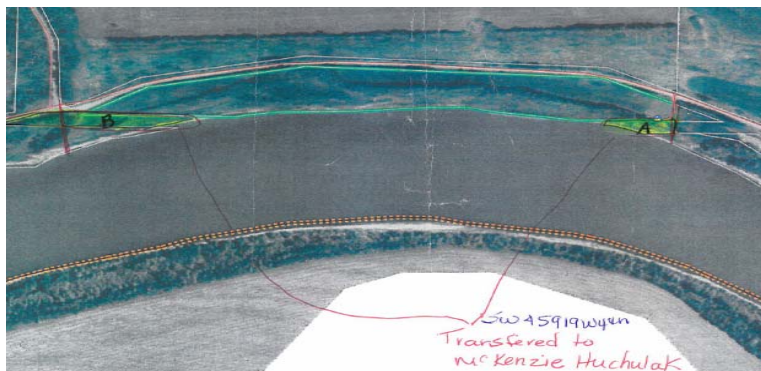
The Communicator

994-13: Danyluk That the newsletter received from the Official Voice of the Alberta Development Officers Association, entitled, “The Communicator”, dated Summer 2013 Edition, be filed for information.

Carried.

Letter: McKenzie Huchulak

995-13: Orichowski That the letter received from McKenzie Huchulak, dated September 17, 2013 in regards to Land Exchange - Victoria Trail Infringement located SW 4-59-19-W4 for the illustrated Parcels A and B, be forwarded to the Planning and Development Department for future consideration.



Carried.

North Central Alberta Child and Family Services Authority

996-13: Orichowski That the letter received from Trevor Thain, Co-Chair and Audrey Franklin, Aboriginal co-Chair, North Central Alberta Child and Family Services Authority, dated September 16, 2013 in regards to invitation to participate in the North Central Alberta child and Family Services Authority 2013 Community Consultations, be forwarded to the Family-School Liaison Worker.

Carried.

**Alberta Environment and Sustainable Resource Development
Recreational Lease Renewal**

997-13: Danyluk That Smoky Lake County renew the Lease with Alberta Environment and Sustainable Resource Development to retain:

- Recreational Lease No. REC 276 – Pt. LDS 13 of Section 25-60-15-W4 (14.70 acres) – Purpose Public Camping and Recreation Grounds (Kaduk Lake) for a 10 year term;

as per letter received from Pat McNeil, Disposition Services Section, Alberta Environment and Sustainable Resource Development, dated August 26, 2013.

Carried.

**Alberta Environment and Sustainable Resource Development
Recreational Lease Renewal**

998-13: Bobocel That Smoky Lake County renew the Lease with Alberta Environment and Sustainable Resource Development to retain:

- Recreational Lease No. REC 711 – E ½ 15-59-15-W4 (139.26 acres) – Purpose Public Recreation (Bellis Lake) for a 10 year term;

as per letter received from Pat McNeil, Disposition Services Section, Alberta Environment and Sustainable Resource Development, dated September 4, 2013.

Carried.

Remembrance Day

999-13: Orichowski That Smoky Lake County approve action taken by Administration to rent a 20” wreath in the amount of **\$40.00** from the Smoky Lake Branch #227, Royal Canadian Legion to support and participate in the annual Campaign of Remembrance to recognize our past and present soldiers and veterans and the thanks for our peace and freedom; and display the wreath as a united effort for the Community.

Carried.

Remembrance Day

1000-13: Orichowski That Smoky Lake County Councillor representative attend the Remembrance Day Ceremonies on November 11, 2013 in Smoky Lake and a County Councillor representative attend the Remembrance Day Ceremonies on November 11, 2013 in Waskatenau to lay a wreath on behalf of Smoky Lake County; and donate funding in the amount of **\$100.00** to each of the Royal Canadian Legion Halls: Smoky Lake Legion Branch No. 227 and Waskatenau Legion Branch No. 261.

Carried.

Smoky Lake Pumpkin Growers Association

1001-13: Danyluk That the letter received from Pat Elaschuk, Secretary, Smoky Lake Pumpkin Growers Association, dated September 2, 2013 be forwarded to the Smoky Lake County Parks and Recreation Department to assist the Smoky Lake Pumpkin Growers Association with manpower and/or equipment for the 2013 – 25th Annual Pumpkin Fair and Weigh-off.

Carried.

Smoky Lake Pumpkin Grower's Association

1002-13: Bobocel That Smoky Lake County Reeve attend the Smoky Lake 2013 – 25th Annual Pumpkin Fair and Weigh-off on Saturday, October 5, 2013 at 11:45 a.m. at the Smoky Lake Agricultural Complex to bring greetings on behalf of Smoky Lake County.

Carried.

Thank You: Summary Listing

1003-13: Orichowski That Smoky Lake County file for information the September 2013 Summary Listing of Thank You received from organizations extending appreciation of support:

- Vilna C.O.P.S.: Family Fun Day - Donation.

Carried.

Information Releases

1004-13: Cherniwchan That the Information Releases for the Month of September 2013, be accepted and filed for Information.

Carried.

Reading File

No correspondences in the Reading File.

Additions to the Agenda:

Waskatenau Minor Sports Association

1005-13: Bobocel That County Council approve the “in-kind” donation of fifteen (15) loads of reject sand and equipment manpower to the Waskatenau Minor Sports Association towards the warning track at the Waskatenau baseball diamond facility.

Carried.

4. Request For Decision(s):

Public Works Equipment: Tender

14M CAT Grader

1006-13: Cherniwchan That Smoky Lake County proceed with a Tender for a one (1) 14M CAT Grader for the Public Works Department.

Carried.

Bills & Accounts:

1007-13: Bobocel

That all the Bills and Accounts approved for payment, including the bills and accounts recommended for payment by the Natural Gas Council, including transfers to the Payroll Account be filed for information:

Batch #	Cheque Numbers	Total of Batch
27772	34273 to 34339	\$ 672,128.23
27792	34340	\$ 11,912.65
27813	34341 to 34381	\$ 124,468.54
27817	34382 to 34395	\$ 212,218.15
27835	34396 to 34413	\$ 37,816.00
27848	34414 to 34430	\$ 158,785.41
27851	34431	\$ 113,268.90
27872	34432 to 34491	\$ 194,823.92
Total Cheques		\$ 1,525,421.80
Direct Debit Register		
27856	Smoky Lake County	\$ 309,513.32
Total Direct Debits		\$ 309,513.32
Grand Total Bills and Accounts		\$ 1,834,935.12

Carried.

County Council Meeting(s)

1008-13: Cherniwchan

That the next **County Council Meeting(s)** be scheduled for Thursday, **October 24, 2013**; at 9:00 a.m. to be held at the County Council Chambers.

Carried.

ADJOURNMENT:

1009-13: Cholak

That the County Council meeting be adjourned, time 3:05 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER