SMOKY LAKE COUNTY

Minutes of the County Council Meeting held on Thursday, May 28, 2015 at 9:08 A.M. in the County Council Chambers.

The meeting was called to Order by the Reeve, Mr. Ron Bobocel, in the presence of the following persons:

Div. No.	Councillar(a)	ATTENDANCE Thursday, May 28, 2015
<u>Div. No.</u>	Councillor(s)	Thursday, May 28, 2015
1	Dareld Cholak	Present
2	Ron Bobocel	Present
3	Craig Lukinuk	Present
4	Cary Smigerowsky	Present
5	Randy Orichowski	Present
CAO	Cory Ollikka	Present
Asst CAO	Lydia Cielin	Present
Finance Manager	Brenda Adamson	Present
Public Works Mgr.	Doug Ponich	Present
GIS/Comm Mgr.	Paul Miranda	Present
Legislative Sves/R.S.	Angela Bilski	Present

2 Members of the Media:

Redwater Review and Smoky Lake Signal in attendance.

Aline Brousseau, Planning and Development Manager and Jordan Ruegg, Planning and Development Officer entered Council Chambers, time 9:09 a.m.

Agenda:

Agenda

644-15: Cholak

That the Agenda for Thursday, May 28, 2015 County Council Meeting be adopted, as amended.

Addition(s)

- 1. Fire Ban
- 2. Land Executive Session 9:30 a.m.

Deletion(s)

1. Delegation – Harold Kinasewich, Landowner

Carried Unanimously.

3. Minutes:

Minutes of April 16, 2015 – County Council Meeting

645-15: Lukinuk

That the minutes of the County Council Meeting held on Thursday, April 16, 2015, be adopted.

Carried.

646-15: Orichowski

Minutes of April 27, 2015 – County Council Meeting for the Purpose of Strategic Planning That the minutes of the County Council Meeting for the Purpose of Strategic Planning held on Monday, April 27, 2015, be adopted.

Carried.

Minutes of April 28, 2015 - County Council Budget Meeting

647-15: Smigerowsky That the minutes of the County Council Budget Meeting held on Tuesday, April 28, 2015, be adopted.



Minutes of May 6, 2015 - County Council Budget Meeting

648-15: Lukinuk

That the minutes of the County Council Budget Meeting held on Wednesday, May 6, 2015, be adopted.

Carried.

4. Request for Decision:

Policy Statement No. 08-18-03: Council Remuneration and Expenses

649-15: Cholak

That Policy Statement No. 08-18-03: Council Remuneration and Expenses, be amended effective May 1, 2015:

				eration and Ex		Policy No.:	18-03
							E
_	ion:	08	eu - i	Code: P-R	 	Page No.:	1 of 6
Pur	pose:	Co	ouncil mer	clarity and an eque nbers for busines ies required to ha	s expenses a	nd for their duti	es and
Poli	cy Sta	ateme	nt and C	Guidelines:			
1.	STAT	EMEN	T:				
	1.1		necess	ary for Council m ate in training, an	embers to ne	twork, meet wit	
	1.2		amoun	l of Smoky Lake (t of time and effor l office. Not all du time.	t to the duties	and responsib	ilities of their
	1.3		Official officials remain per By	ordance with Reve s, one-third (1/3) s will be in-lieu of ing two-thirds (2/3 law 1184-09: All arge of Elected C	of the total re unclaimable a B) is considere owance for l	muneration pai and incidental e ed employment Expenses Incid	d to municipal expenses. The income; as; as
	1.4			mbursement of e	xpenses will t	oe guided by the	e following
			principl 1.4.1 1.4.2 1.4.3	Taxpayers dolla accountability a County commits remuneration.	nd transparer to providing expenses inc	ncy. fair and reason urred when und	with a focus on able level of dertaking Council
2.	DEFI	NITION	NS:	addion254 fano		omination.	
-	2.1		Remu	neration: means and Councillors.	the annual r	ate of pay for th	e Reeve, Deputy
	2.2		fare, p	nses: includes tra arking and other y business.	ensportation, out-of-pocket	lodging (hotel), expense incurr	mileage, taxi red while on
	2.3			tality Event: an ovided, at public e ounty.			
	2.4			it Package: is th h the County's gr		overage availa	ble to Council
3.	GUID	ELINE	S:				
	3.1		Remu	neration			
			and C	il will discuss the ouncillor s at a Bu eration is:			
			3.1.1	Reeve - Deputy Reeve Councillors -	\$ 59,51 - \$ 54,10 \$ 51,40	5.90	
		_	3.1.2		ement with Cl be automation	JPE (Canadian	ne County's Union of Public Elected Officials



3.1.3 Councillor monthly inspection mileage in the amount of \$450 per month.

3.2 Meals

3.2.1 A Meal allowance shall be payable when travel is required to be away from home or office (and will be paid requiring no receipt) at a rate of:

Breakfast: \$ 20.00 before 7:00 a.m.
Lunch: \$ 20.00 before 12:00 p.m.
Dinner: \$ 30.00 after 5:00 p.m.

3.2.2 Receipts for meals that accompany an expense claim form or that are charged to County Credit Card will be paid to the Councillor or, in the case of credit card charges, coded to the Councillor's expenses at the value (including gratuity) on the receipt.

3.3 Mileage

- 3.3.1 Mileage will be reimbursed when required to drive a personal vehicle for County business purposes and the current mileage rate per kilometer shall be \$0.55 per km.
- 3.3.2 A review of mileage rates will be undertaken annually with consideration for other Canadian Public Sector mileage reimbursements.
- 3.3.3 For Council members, mileage is calculated from and back to residence.

3.4 Transportation

- 3.4.1 Automobile Travel: actual kilometers travelled outside of the County may be claimed at the current rate established in this policy.
 - 3.4.1.1 Members of Council use their personal vehicles for Municipal Business shall be required to adhere to Policy 14.A-07: Use of Personal Vehicles on Municipal Business.
- 3.4.2 **Ground Transportation:** includes taxi or bus, parking will be reimbursed at cost.
- 3.4.3 **Air Travel:** will be at economy rates by the most direct route available. Submission of receipts required.

3.5 Lodging

- 3.5.1 The cost of hotel accommodation and all taxes may be prepaid using a County Credit Card.
- 3.5.2 When the hotel and taxes are paid by the individual Councillor, Smoky Lake County will provide a reimbursement based on the original receipt.
- 3.5.3 It is the attendees responsibility to give adequate notice of non-attendance. Failure to do so may, at the discretion of Council, result in the individual being liable for all nonrefundable costs.

3.6 Hospitality Event

A County organized Hospitality Event is considered a Business Expense. A Councillor engaged in an authorized County Hospitality Event may claim or submit receipts for alcoholic and other beverages and food purchased at these special events for consumption by the Councillors and/or others while promoting the interests of Smoky Lake County.

3.7 Information Technology Equipment and Services

Cell Phone:

- 3.7.1 Cell phones / Smart Phones are provided to Councillors.
- 3.7.2 A monthly fee of \$50.00 shall be charged to Councillors to cover the cost of personal use of cell phones/smart phones.
- 3.7.3 Upon leaving Elected Office, the Councillor may keep the cell phone and number. The contract will be transferred to the individual's name.
- 3.7.4 If a Councillor chooses to use his/her own personal cell phone or device, the County will reimburse the actual costs up to a maximum of \$175.00 per month upon submission of a receipt.



3.7.5 When travelling, the Councillor shall advise the County Safety Officer in order to ensure that the cell phone plan is adjusted to avoid excessive roaming charges.

Laptop:

- 3.7.6 A laptop with carrying case will be provided to each Councillor.
- 3.7.7 Upon leaving Elected Office, or after necessary computer replacement, the Councillor may keep the Computer and case. Smoky Lake County will cease to provide support services for these devices.

3.8 Benefit Package

Benefit Package will be available to members of Council through the County's Insurance Carrier.

At the beginning of their first Elected Term, members of Council will be provided with the AMSC Group Benefits a booklet.

3.9 R.R.S.P.

Smoky Lake County will contribute nine percent (9%) of gross remuneration to a Registered Retirement Pension Plan (RRSP) at either the Smoky Lake Branch of ATB or CIBC.

3.9.1 A Councillor may waive the RRSP contributions for a specified term upon written request to the Chief Administrative Officer.

3.10 Non Standard Expenses

If a Councillor incurs business expenses not specifically authorized by this Policy, Council as a Whole, may, subject to availability of funds, and appropriate budget, authorize payment of such a business expense claim.

- 3.10.1 A member of Council will not be reimbursed for the cost of a fine.
- 3.10.2 An expense for a spouse or companion is not an eligible individual expense and will not be reimbursed.

4. PROCEDURE:

- 4.1 An Expense Claim Form, as per Schedule "A": Councillor Business Expense Claim, must be submitted in order for a claim to be processed, unless provided otherwise.
 - 4.1.1 All necessary receipts and/or documentation must accompany the Expense Claim.
 - 4.1.2 Receipts must be detailed and must show the vendor GST registration number.
 - 4.1.3 Councillor Business Expense Claims shall be submitted on a monthly basis.
 - 4.1.4 Councillors will submit all detailed receipts charged to the Smoky Lake County Credit Card, as per *Policy 08-07:*County Credit Card, in a timely manner in order to prevent credit card interest charges.
- 4.2 All expense claims must be reviewed by administration to ensure compliance with Policy.
 - 4.2.1 The Reeve or Deputy Reeve will sign the expense claim for council members to indicate that they have been received and approved.
 - 4.2.2 The Deputy Reeve shall sign the expense claim submitted by the Reeve, to indicate it has been received and approved, and may in the absence of the Reeve sign all other expense claims.
 - 4.2.3 The Reeve or Deputy Reeve, as the case may be, will bring discrepancies of interpretation to Council for decision.
 - 4.2.4 Upon submission of a signed Business Expense Claim Form, a Member of Council warrants all claims are related to Smoky Lake County business.
- 4.3 Public Disclosure: The Councillor's Business Expenses will be made available in the Smoky Lake County Administration Office.



4.4	Policy Review and Changes: Council will review the "Council Remuneration and Expense" Policy annually in the Month of September at a County Council Budget Meeting.
4.5	Expenses related to partisan political functions shall comply with Policy 01-36: Expenses and Contributions to Political Functions.



Claim for the Month Of

Date Description Mileage Misc Total Meals D/M/Y Dinne 530 MANUANCE ON THE MONTHLY REMUNERATION CHEQU TOTAL MUNICIPAL

Date	Description		Meals				Mileage		Total
D/M/Y	(name and location)	Breakfast \$20	Lunch \$20	Dinner \$30	Total Meab X	XМ		(Parking, etc)	
	ASB				The state of the s		date of	J To a	2000
					1-2-212-62		1-2-211-62-	1-2-212	42.
	PCSS								
		Life to the			1-2-212-11-		1-2-211-11-	1-2-212	-11-
	GAS		_		5-2-212-91-11		5-2-211-91-17-	5-2-212	91-11-
	FOUNDATION				EC 85.515				
					1-2-212-65		1-2-211-66	1-2-212	65-
	MPL/SDAB								
				1000	1-2-212-61-		1-2-211-61	1-2-212	61
TOTAL	OTHER					Ĺĺ	- 14		
TOTAL E	PENSES	1	-			1			

Carried.

Policy Statement No. 03-11-02: Fencing

650-15: Lukinuk

That Policy Statement No. 03-11-02 entitled "Fencing", be amended:

Title: Fencing Policy No.: 11-02 1 of 3 Section: 03 Code: P-A Page No.: Purpose: To facilitate road construction activities, it may be necessary to remove fence improvements on land adjacent to the area of construction. County Council acknowledges that landowners should be compensated fairly for the removal of property fences during such activities.

Policy Statement and Guidelines:

1. OBJECTIVE:

- 1.1 To establish and allocate responsibility and standards where fencing must be removed or destroyed because of impending road construction, and when a replacement fence is required by the landowner adjacent to the municipal road.
- 1.2 Definition: Fence A barrier which is capable of inhibiting entry or exit of livestock.

2. STATEMENT:

- 2.1 Fencing along municipal roads is generally the responsibility of the landowner.
- 2.2 Fencing cannot be constructed, erected or located on any municipal road allowance, unless a License of Occupation of Road Allowance for Ranching and Farmiug Purposes or Roadway License Agreement is entered to in advance; Reference Policy 62-17 and Policy 03-44.
- 2.3 Fencing on private property must be constructed inside private property at a minimum of 33 feet from the centre of the legal right-of-way.



2.4 The landowner, as registered at the Alberta Land Titles Office, will be eligible for compensation under this Policy if existing fences are in place prior to construction.

3. GUIDELINES:

3.1 Landowners will be compensated as follows, or at such other rates as approved by Council:

Options

- 1. County removes and replaces existing fence no compensation (may use salvage material to rebuild the fence at its discretion)
- 2. Landowner removes and replaces existing fence \$3000 per ½ mile
- 3. Landowner removes existing fence and County no compensation replaces fence
- 3.2 The County will remove and replace all existing fence with a fence consisting of three barbed wires, fence posts 15 feet (4.5 metres) apart, and gates at the original locations. Additional wire and/or posts may be installed at the landowner's request, with the cost of additional wire and/or posts_being the responsibility of the landowner.

4. PROCEDURES:

- 4.1 During preparation of the road construction program for the following year, the County shall contact affected landowners to discuss the impact of construction on their property.
- 4.2 Before commencement of the road construction, *Schedule "A":*Fencing Agreement shall be signed by the affected landowner. After the road construction, if required, the re-constructed fence must be on the owner's property line or within the owner's land.
- 4.3 Unresolved fence compensation negotiations shall be referred to Council.
- 4.4 Once constructed, the fence is considered to belong to the property owner, and the property owner will be responsible for future maintenance.



Schedule "A"

-6	-		FENCING AGREEM	ENT		Project Number:
LANDOW	NER NAME			0	Option 1	
					Option 2	
ADDRES	s				Option 3 EPHONE 1	NUMBER
1 FGAL I	AND LOCA	TION FOR FEN	ICING PROJECT:			
			TOWNSHIP:		RANG	GE:W4M
		FENCED:		MILE(S)		-
PLEASE	MARK ON I	DIAGRAM, FEN	CE TO BE ERECTED :			
	NW	NE.				
			NOTE:		4	
			1	Loca	ntion Descri	ption
FENOR	SW					
	on project.	I: To allow tar	mers the option to complet	ing their own	tencing tol	lowing a road
			ructs the fence, it will be a than fifteen (15) feet apart		hree (3) str	ands of wire and
C	o Add		st of wire over 3 strands sh fitional wire and/or posts is		vsibility of la	indowner.
2	The fence sh	nall be set back a	a minimum of <u>33 feet</u> from	the <u>centre</u> of	the adjace	nt legal right-of-way.
		•	fore commencement of the be paid unless the project I	. ,		, ,
4.	The landown	er will receive c	ompensation only if Option	1 2 is selecte	d.	
I (We) hereby agree to, in consideration of the benefit derived by me (us) from the work description above shall indemnify and save harmless the Smoky Lake County, its Councillors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of Smoky Lake County on a solicitor-client full indemnity basis), that may arise directly or indirectly out of the performance of the above described work(s).						
I, THE UND		IAVE READ THIS A	APPLICATION AND AM AWAR	OF ITS CON	TENTS AND A	AGREE TO THE
DATED T	HIS	DAYOF_		20		
SIGNATU	IRE OF LAN	DOWNER:		PUBLIC WO	RKS DEPA	ARTMENT:

Carried.

Scott Franchuk, Fire Chief entered Council Chambers, time 9:15 a.m.

Jane Dauphinee of Municipal Planning Services entered Council Chambers, time 9:39 a.m.

Request for Proposal: Construction C1412-15 and C1315-15 Projects

<u>Name</u>	Project 1412-15	Project 1315-15	<u>Total</u>
NEC Contractors	\$159,500.00	\$153,066.00	\$312,566.00
Rondell Rd Contr.	\$301,000.00	\$317,000.00	\$618,000.00
Farm Cats Contr.	\$149,388.00	N/A	\$149,388.00
Schuurman Dragline	\$205,447.93	N/A	\$205,447.93
Location Cats	\$214,000.00	\$238,000.00	\$452,000.00
F.M.C. Contr.	\$401,000.00	\$397,450.00	\$798,750.00
Martushev Logging	\$1,131,000.00	\$1,319,000.00	\$2,450,000.00
Bill Taha Trucking	\$472,926.00	\$372,842.00	\$845,768.00

651-15: Orichowski

That Smoky Lake County award the Request for Proposal for the 2015 Construction Project No. C1412-15 to NEC Contractors (2012) Inc. from Lac La Biche, Alberta not to exceed the amount of \$159,500.00 plus GST and Project No. C1315-15 to NEC Contractors (2012) Inc. from Lac La Biche, Alberta not to exceed the amount of \$153,066.00 plus GST, for a total cost in the amount of \$312,566.00.

11782

Bylaw No. 1262-14: 652-15: Cholak

Bylaw No. 1262-14: Chahor Church and Bell Tower – Municipal Historic Resource

That <u>Bylaw No. 1262-14</u>: authorize the Municipal Council of Smoky Lake County for designating the Chahor Church as a Municipal Historic Resource located on Pt. of NE 09-60-18-W4, containing 1.579

hectares, be given **FIRST READING**, as amended.

Carried.

Moved by Councillor Lukinuk that <u>Bylaw No. 1262-14</u>: authorize the Municipal Council of Smoky Lake County for designating the Chahor Church as a Municipal Historic Resource located on Pt. of NE 09-60-18-W4, containing 1.579 hectares, be given SECOND READING, as amended.

Carried.

Moved by Councillor Orichowski that <u>Bylaw No. 1262-14</u>: authorize the Municipal Council of Smoky Lake County for designating the **Chahor Church as a Municipal Historic Resource** located on Pt. of NE 09-60-18-W4, containing 1.579 hectares, be given **PERMISSION** for **THIRD AND FINAL READING**, as amended.

Carried Unanimously.

Moved by Councillor Smigerowsky that <u>Bylaw No. 1262-14</u>: authorize the Municipal Council of Smoky Lake County for designating the Chahor Church as a Municipal Historic Resource located on Pt. of NE 09-60-18-W4, containing 1.579 hectares, be given the THIRD and FINAL READING, as amended 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.

Addition to the Agenda:

Executive Session: Land

653-15: Cholak

That County Council go into Executive Session to discuss a land issue relating to RR 132 and water report for NE 34-59-13-W4 and a land issue relating to reclassification of lands of property located at SW 34-59-13-W4, prior to upcoming delegations, time 9:41 a.m.

Carried.

654-15: Cholak

That County Council go out of Executive Session, time 10:29 a.m.

Carried.

7. Delegation(s):

Wayne Taylor and Ed Boothman

Kalyna Country Ecomuseum Trust Society

Present before County Council at 10:32 a.m. to 10:54 a.m. were Wayne Taylor, President, Kalyna Country Ecomuseum Trust Society and Ed Boothman to update Council on the work of the organization.

- Handouts:
 - 1. Kalyna Country Day Trips Tourism Map
 - 2. Kalyna Country Attractions Map
 - 3. Alberta's Lakeland Activity Guide
 - 4. Kalyna Country Canada's Largest EcoMuseum



655-15: Cholak

That Smoky Lake County purchase a 2015 membership in the amount of \$500.00 with Kalyna Country.

Carried.

Casey Tchir

RR 132 and Water Report

Present before County Council at 10:54 a.m. to 11:05 a.m. was Casey Tchir to discuss RR 132 and water report for NE 34-59-13-W4.

• Mr. Casey Tchir request the delegation to be in Executive Session.

8. Executive Session:

Land – RR 132 and Water Report for NE 34-59-13-W4

656-15: Lukinuk

That County Council go into Executive Session to discuss a land issue relating to RR 132 and water report for NE 34-59-13-W4, time 10:55 a.m.

Carried.

657-15: Cholak

That County Council go out of Executive Session, time 11:05 a.m.

Carried.

Policy Statement No. 61-02-02: Natural Resource Extraction

658-15: Lukinuk

That **Policy Statement No. 61-02-02** entitled "Natural Resource Extraction", be amended:

Title: Natural Resource Extraction		Policy No.: 02-02				
Section: 61		Code:	P-R		Page No.:	1 of 14
Purpose:	To outline the property Natural Resource					for a
D.11. 64 4						

Policy Statement and Guidelines:

1. STATEMENT:

- 1.1 Development Permits are an important part of the Planning and Development process as they allow County administration to review a proposal and provide a response to the applicant on the proper course of action that must be taken to allow a development to proceed.
- 1.2 Smoky Lake County wishes to establish land use patterns that accommodate natural resource extraction while minimizing potential conflict with nearby land uses and any negative environmental impact.
- 1.3 The County also recognizes the necessity and benefits of aggregate extraction to sustain economic growth, build infrastructure and develop our local communities.

2. DEFINITIONS

2.1 Aggregate means any sand, gravel, clay or marl that is excavated from a pit, whether in a processed or unprocessed form.

2.2 Class I Pit on Private Land means:

- Over 5 hectares (12.5 acres) in size;
- Code of Practice requirements (Provincial registration and fullcost security); and
- Subject to Reclamation Certificate to be issued by Alberta Environment.

2.3 Class II Pit on Private Land means:

- Under 5 hectares (12.5 acres) in size;
- Subject to Environmental Protection and Enforcement Act enforcement; and
- Subject to Reclamation Certificate to be issued by Alberta Environment
- 2.4 Development means development as established in the County's Land Use Bylaw.



- 2.5 Development Authority means the persons established by the County's Development Authority Bylaw and appointed by Council.
- 2.6 Extraction includes the stripping and stockpiling of soil, overburden and aggregate materials and the transport of the said materials within the site.
- 2.7 **Hauling** means the transport of aggregate materials off-site through the local and/or provincial road network.
- 2.8 Municipal Planning Commission means the Municipal Planning Commission established by the County's Municipal Planning Commission Bylaw and appointed by Council.
- 2.9 **Nuisance** means something harmful, annoying, troublesome and of inconvenience.
- 2.10 **Operator** means the private sector individual or company who has the authority, permit or approval to operate a sand and gravel pit.
- 2.11 Overburden means the rock, soil and geological materials in a pit overlying the area or point of economic interest (in this case, the aggregate materials) that does not include topsoil, subsoil, aggregate or reject.
- 2.12 Pit means an excavation in the surface made for the purpose of removing, opening up or probing sand, gravel, clay, marl, peat or any other substance, and includes associated infrastructure, but does not include a mine or quarry.
- 2.13 Reclamation means the restoration of the site in a manner that will return the land to its previous state and accommodate a designated future land use.
- 2.14 Subdivision and Development Appeal Board means the Subdivision and Development Appeal Board established by the County's Subdivision and Development Appeal Board Bylaw and appointed by Council.

3. REQUIREMENTS:

3.1 A Development Permit is required PRIOR to commencing any excavation on any land, for the purpose of resource extraction.

4. PROCEDURES:

- 4.1 Development Permit Application Forms are available from the County office and the County website in accordance with *Policy* 61-03: Application for Development Permit.
- 4.2 A Development Permit Application must be completed, with supporting documentation, and submitted to the County office, accompanied by the appropriate fee as established in *Policy 61-11:* Planning and Development Fees.
- 4.3 All Applications must be in compliance with provincial regulations and in accordance with the Districts defined in Smoky Lake County's Land Use Bylaw.
- 4.4 Upon the Development Officer's initial review and evaluation of the Application:
 - 4.4.1 Discretionary Uses
 - The Development Officer will prepare a report to be presented to the Municipal Planning Commission for a decision.
- 4.5 Upon approval of the Application by the Development Authority (the Municipal Planning Commission), the Application will be deemed Conditionally Approved and will be advertised in the local newspaper, notifying the public of a chance to appeal the decision of the Development Authority.
- 4.6 The Development Authority will issue a Development Permit if no appeal is filed after fourteen (14) days from the date of advertisement.
- 4.7 Upon approval of the Application, the Operator must enter into a Development Agreement (Schedule "A": Development Agreement) with Smoky Lake County and adhere to the provisions outlined within the Agreement, including, but not limited to:



- Entering into a Haul Road Agreement; and
- Providing a Reclamation Security Deposit for Class II
 Pits on Private Land. The Reclamation Security Deposit
 shall be made payable by cash, cheque or debit. The
 County will NOT accept an Irrevocable Letter of Credit
 as payment for a Reclamation Security Deposit.

5. APPEALS:

- 5.1 An appeal may be made where the Development Authority
 - · Issues a Permit subject to conditions, or
 - Refuses or fails to issue a Permit within forty (40) days of receipt of the Application.
- 5.2 The appeal period is fourteen (14) days after the Decision of the Development Authority.
- 5.3 An appeal shall be made by serving a written Notice of Appeal with reasons and with the **Development Appeal Fee** established in accordance with *Policy Statement No. 61-11: Planning and Development Fees*, to the Secretary of the Subdivision and Development Appeal Board.
- 5.4 A decision made by the Subdivision and Development Appeal Board is final and binding on all parties and persons subject only to an appeal upon a question of jurisdiction or law pursuant to the Act.

6. ENFORCEMENT:

6.1 Where a Development Authority finds that a development or use of land or buildings is not in accordance with a Development Permit, the Development Authority may exercise the right to order compliance as outlined in Section 5 in the Smoky Lake County Land Use Bylaw.

7. LAND USE BYLAW:

7.1 For more information on application requirements, see Section 2.7:

Natural Resource Extraction Development Permit Requirements
and Section 7.16: Natural Resource Extraction Industries.

Schedule "A" DEVELOPMENT AGREEMENT

THIS DEVELOPM	ENT AGREEMENT	made this	_ day of	
BETWEEN:	SMOKY LAk a Municipal Box 4612 McDo Smoky Lake, All Phone: 780 (hereinafter calle	Corporation 310 ugall Drive berta TOA 3CO 0-656-3730)	IRST PART
	- AN	ID -		
	Nai	me		
Mailing Address	Phone Numbers:	Residence	Work	Cellular
	- AN	ID -		
	Na	me		
Mailing Address	Phone Numbers:	Residence	Work	Cellular
(he	reinafter collectively			OND PART



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

Legal Description – Development Permit ____ (___ 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 (Reclamation Plan).

AND WHEREAS the Developer has made application to the County for a Development Permit (herineafter 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:

<u>ARTICLE 1 – INTERPRETATION</u>

- 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 1272-14 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 (if applicable).
 - (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

B

- 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.
- 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 lots 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, it's employees, officers, contractors, servants or agents is held liable in relation to this Agreement.
- 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 only upon the issuance of a Reclamation Certificate by Smoky Lake County.
- 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 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.
- 2.12 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.
- 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.

<u>ARTICLE 6 - LAW OF ALBERTA APPLICABLE</u>

6.I 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

9.1 Development Permit Conditions - Development Permit _____

(INSERT CONDITIONS)

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 Box 310 4612 McDougall Drive Smoky Lake, Alberta TOA 3C0

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

Registered Landowner:	 	
Address:		

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, 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 affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

SMOKY LAKE COUNTY Chief Administrative Officer WITNESS Registered Landowner WITNESS Agent / Developer (if Applicable) AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT FORM 31 LAND TITLES ACT SECTIONS 155 AND 156 CANADA PROVINCE OF ALBERTA of the Smoky Lake County, TO WIT: in the Province of Alberta, MAKE OATH AND SAY: 1. THAT I was personally present and did see named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;

 THAT the instrument was executed at the Smoky Lake County, Alberta and that I am the subscribing witness thereto;



Sworn before me at the Smoky County, in the Province of Alb this day of, 20	erta)
A Commissioner for Oaths in a for the Province of Alberta	nd))
	AVIT OF EXECUTION a Corporation signing under Seal.)
CANADA PROVINCE OF ALBERTA TO WIT:) I,,) of the Smoky Lake County,) in the Province of Alberta,) MAKE OATH AND SAY:
to me, duly sign and exect 2. THAT the instrument was and that I am the subscribi	ment, on the basis of the identification provi te the same for the purpose named therein; executed at the Smoky Lake County, Albert ng witness thereto; , whose signature(s) I
Sworn before me at the Smoky Lake County, in the Province of Alberta thisday of, 20	of)
A Commissioner for Oaths in a for the Province of Alberta	and)

d.

Three Year Budget 659-15: Cholak

That County Council adopt the 2015 – 2017 Financial Plan for Smoky Lake County.

Carried.

Request to Purchase County Owned Land: Hamlet of Edward Lot 8, Block 1, Plan 2206CL 660-15: Smigerowsky

That Smoky Lake County sell the lands legally described as Lot 8, Block 1, Plan 2206CL - 0.08 acres, Roll Number 28170108 in the Hamlet of Edward to Mr. Ryan Guglich as per submitted bid on April 28, 2015 in accordance with Policy Statement No. 61-10-01: Disposition of County Owned Property for the amount of \$4,200.00.

Carried.

661-15: Orichowski

That Smoky Lake County execute the Agreement to Purchase with Mr. Ryan Guglich and Smoky Lake County by June 28, 2015 for the lands legally described as Lot 8, Block 1, Plan 2206CL - 0.08 acres, Roll Number 28170108 in the Hamlet of Edward. As per Section 7.1 of Policy Statement No. 61-10-01, Mr. Ryan Guglich must execute the Agreement to Purchase and pay the County the full purchase price at the time of signing the Agreement to Purchase.



Addition to the Agenda:

Fire Ban

662-15: Smigerowsky

That County Council recommend the declaration of a total "Fire Ban" for Smoky Lake County, effective immediately.

Carried.

11:39 a.m.

9. Public Question and Answer Period:

No Questions.

5. Issues for Information:

Chief Administrative Officer's Report

The Chief Administrative Officer gave an updated report to Council for the period of April 17, 2015 to May 27, 2015:

Legislative / Governance:

- The new Executive Council was sworn in on May 24, 2015.
- We require another Policy Committee meeting in June or July. Michael Botros is willing to attend to discuss Highway development regulations, so I will invite him once Council chooses a date.
- A meeting is required with the Waskatenau Village Council to review the provisions and new needs with the proposed Intermunicipal Development Plan.

Administrative:

- We have executed a rental agreement with Peppers for the padfoot packer. Peppers has also requested to rent the smooth drum packer.
- Reynolds Mirth Richards & Farmer LLP is celebrating their 100th Anniversary this year. A celebration was held on May 26, 2015 in Edmonton. We prepared a gift and CAO attended the event on behalf of the County.
- Completed NADC's Water North Coalition Survey on municipal water infrastructure in place in Northeast Alberta.

<u>Financial:</u>

- Municipal Affairs has mostly completed the review of the 170 Fire Expenses. They have approved approximately \$200,000 worth of (without salaries or wages verified). They expect we will be quite close to our original claimed amount.
- The Canada 150 Community Infrastructure Program guidelines have been released with a short deadline of June 17, 2015. As the County does not own many facilities that qualify, finding a fit might a challenge.

Human Resources:

The Job Descriptions for the Assistant Agricultural Fieldman and Agricultural Services Technologist have been amended.

Community:

- The U of S Centre for Study of Co-operatives is hosting a public meeting in Smoky Lake at the National Hall on June 8, 2015 to explore co-operative development in rural Alberta communities.
- Metis Crossing is planning the 2015 Aboriginal Day celebrations. They are requesting the same financial and in-kind assistance as last year.
- Related to the Canada 150 grant referenced in F1 above, the Smoky Lake Agricultural Society is applying for the Canada 150 Grant to replace their Gas Boiler, replace condenser for the ice-making system, and rebuild the compressor for the ice-making system. They have asked for a letter of support from the County for this application.
- Received a Thank You from the Waskatenau Pryveet Dance Club.



Provincial Election

663-15: Cholak

That Smoky Lake County write a letter to Colin Piquette for being elected as the MLA for Athabasca – Sturgeon – Redwater Constituency; David B. Hanson for being elected as MLA for Lac La Biche – St. Paul – Two Hills Constituency; Rachel Notley, Premier of Alberta, and all members of Cabinet, extending congratulations on forming a Government.

Carried.

Policy Committee Meeting

664-15: Cholak

That County Council schedule a **Policy Committee** meeting on Friday, June 26, 2015 at 9:00 a.m. to be held in the County Council Chambers.

Carried.

Hold Harmless Agreement for Use in Connection of Equipment Rental

665-15: Orichowski

That Smoky Lake County approve action taken by the CAO in executing a "Hold Harmless Agreement for Use in Connection Equipment Rental" with Peppers Highway Service for Equipment of Unit Number 628: Padfoot Packer in the amount of \$150.00 per day excluding Delivery and Pick-up at Property NE 16-59-19-W4 for the term from May 14, 2015 to May 22, 2015.

Carried.

666-15: Cholak

That Smoky Lake County execute a "Hold Harmless Agreement for Use in Connection Equipment Rental" with Peppers Highway Service for Equipment of Unit Number 638: Padfoot Packer in the amount of \$150.00 per day excluding Delivery and Pick-up at Property NE 16-59-19-W4, for the term from June 4, 2015 to June 8, 2015.

Carried.

100th Anniversary of Reynolds Mirth Richards & Farmer

667-15: Bobocel

That Smoky Lake County approve action taken by the CAO in preparing a gift to commemorate the 100th Anniversary of Reynolds Mirth Richards & Farmer and attending the event in Edmonton, Alberta on May 26, 2015 on behalf of Smoky Lake County.

Carried.

Canada 150 Community Infrastructure Program

668-15:

That Smoky Lake County apply for eligible projects in regards to the Canada 150 Community Infrastructure Program Grant.

Carried.

Administrative Professionals' Day Appreciation

County Council recognized Administrative Professionals' Day held on April 22, 2015. Due to the last Council Meeting taking place prior to this date on April 16, 2015, recognition took place at May's meeting. Reeve Ron Bobocel thanked the administrative staff for their excellent work, dedication, and professional service to ratepayers and Council of Smoky Lake County.

Meeting Recessed

Meeting recessed for Lunch, time 12:01 p.m.

Meeting Reconvened

The meeting reconvened on a call to order by Reeve Ron Bobocel at 1:00 p.m. in the presence of all Council, the Chief Administrative Officer, the Assistant Chief Administrative Officer, Finance Manager, Public Works Manager, GIS/Communication Director, Planning and Development Manager, Planning and Development Officer, Fire Chief, and Recording Secretary.

Ed English, Peace Officer/Parks and Recreation Manager entered the Council Chambers, time 1:00 p.m.

Emergent Issue:

Fire at RR 133 and TWP 610

Discussion

Fire Protective Services advised County Council in regards to the current Fire located at RR 133 and TWP 610. Due to the Fire Ban issued, Smoky Lake County Emergency Services sought recommendations on process to extinguish the Fire: Landowner or County personnel.

Ed English, Peace Officer/Parks and Recreation Manager left the Council Chambers, time 1:05 p.m.

7. Delegation(s):

Mr. Ed Basaraba and Mr. Bill Minnes BASCOR Developments Inc.

Present before County Council at 1:05 p.m. to 1:49 p.m. were Mr. Ed Basaraba, President, BASCOR Developments Inc. and Bill Minnes, Bradmill Consultants - Planner and Project Manager for BASCOR Development to discuss reclassification of lands on NE 34-59-13-W4.

 Mr. Ed Basaraba requested that the delegation be held in an Executive Session.

Executive Session:

Land: Reclassification of Lands on NE 34-59-13-W4

669-15: Cholak

That County Council go into Executive Session to discuss a land issue relating to reclassification of lands on NE 34-59-13-W4, time 1:07 p.m.

Carried.

670-15: Orichowski

That County Council go out of Executive Session, time 1:49 p.m.

Carried.

5. <u>Issues for Information:</u>

Chief Administrative Officer's Report (continued)

Management Policy Statement No. M01-11-06: Assistant Agricultural Fieldman and Management Policy Statement No. M01-13-06: Agricultural Services Technologist

671-15: Lukinuk

That Management Policy Statement No. M01-11-06: Assistant Agricultural Fieldman – Job Description

Title: Assistant Agricultural Fieldman				Policy No.: 11-06			
Section: 1 - M	Job Descripti	ion	Code: P-A	Page No.:	1 of	3	
Classification		Salary N Benefits	_	ly – Full Manag	gement		
Purpose:	The Assistant Ag Fieldman.	The Assistant Agricultural Fieldman shall report directly to the Agricultural Fieldman.					
	Providing assista agricultural Servi			idman in impleme	enting all th	е	

Policy Statement and Guidelines:

RESPONSIBILITIES

1. Administrative:

- 1.1 Ensure that the Agricultural Service Board operates in accordance with the Agricultural Service Board Act in absence of the Agricultural Fieldman.
- 1.2 Inform the Agricultural Service Board of any concerns or issues that arise within the municipality that affect policy or municipal ratepayers.



- 1.3 Direct and supervise Agricultural Service Board staff to effectively and efficiently undertake and complete any and all Agricultural Service Board programs.
- 1.4 Plan and develop programs, demonstrations, meetings, workshops, and awareness information for ratepayers as approved by the Agricultural Service Board.
- 1.5 Ensure that Agricultural Service Board policies are carried out according to policy manual and inform Agricultural Service Board as to required policy development or change.

2. Weed Control:

- 2.1 Act as Weed Inspector for Smoky Lake County under the Weed Control Act of Alberta.
- 2.2 Enforcement of above act.
- 2.3 Conduct roadside spray program.
- 2.4 Ensure the proper safety equipment is in place to protect the Municipality and its employees.
- 2.5 Maintain adequate records as required according to conditions of our Pesticide Service Approval.
- 2.6 Analyze weed samples.
- 2.7 Maintain pesticide applicators license with appropriate classes.

3. Soil Control:

- 3.1 Act as a Soil Conservation Inspector for Smoky Lake County.
- 3.2 Coordinate grass seeding program.
- 3.3 Coordinate information on Shelterbelt Programs that are available to county ratepayers.

4. Pest Control:

- 4.1 Agricultural Pests Act.
- 4.2 Assist Federal and Provincial agencies with pest monitoring as required.
- 4.3 Act as an Agricultural Pest inspector under the Agricultural Pest Act of Alberta.
- 4.4 Ensure all beaver control work is done within beaver control policy.
- 4.5 Maintain blasting certificate.
- 4.6 Assist Public Works with the removal of any beaver dams that are affecting infrastructure.
- 4.7 Maintain an up-to-date permit to use toxicants to control coyotes in accordance with Provincial Regulations.
- 4.8 Ensure adequate records are kept regarding toxicants and control work that has been completed.

OTHER RESPONSIBILITIES

- Site inspections during period of dry conditions.
- Ensure rental equipment is maintained and available for use by Municipal ratepayers.
- Assist the Disaster Services Coordinator and Public Works Manager regarding all water issues, i.e. flooding and drainage licenses.
- Build magpie traps for resale to county residents.
- Any other duties assigned by the Agricultural Fieldman.

KNOWLEDGE AND ABILITIES

- Related technical diploma or degree is preferred.
- Pesticide Applicator License.
- Explosives License.
- Form 7 Permit for Coyote and Skunk Control on Another Person's Land.

STAFF DEVELOPMENT

■ Attend Workshops and Seminars as required.

EMPLOYEE PERFORMANCE EVALUATION



Agricultural Fieldman – yearly.

STAFF DEVELOPMENT

As per Policy 01-03: Organizational Chart.

and that Management Policy Statement No. M01-13-06: Agricultural Services Technologist – *Job Description*, be accepted for information.

Title: Agricult	ural Services Technologist		Policy No.:	13-06		
Section: 1 - M	Job Description	Code: P-A	Page No.:	1 of	3	
Classification	Classification: Salary Negotiable Yearly – Full Management Benefits					
Purpose:	The Assistant Services Technologist shall report directly to the Agricultural Fieldman.					
	As part of a municipal team provides coordination, and responsible agriculture. Pro support is provided to Smo is to facilitate the developmenvironmentally responsible partners such as other agriapplied research associate	technical expertiogram planning, ky Lake ratepayonent and transfer e management i cultural service be	ise to environmer extension and teces. The purpose of practical inform n partnership with poards, producer	ntally chnical of the pos mation on various of groups,		

Policy Statement and Guidelines:

Association.

RESPONSIBILITIES

1. Administrative:

- 1.1 Assist the Agricultural Fieldman to ensure that all Agricultural Service Board programs operate in accordance with the Agricultural Service Board Act.
- 1.2 Ensure Agricultural Service Board policies are reviewed annually to ensure they are maintained and up-to-date.
- 1.3 Assist with writing the grant reporting documents required by Alberta Agriculture and Rural Development annually.
- 1.4 Coordinate annual Farmers Appreciation BBQ.
- 1.5 Prepare Agricultural Service Board meeting agenda and packages.
- 1.6 Assist with the collection of Agricultural Service Board data for the County's Geographical Information System (GIS).
- 1.7 Assist the Agricultural Fieldman to ensure that administration and Agricultural Service Board members are informed of upcoming training courses, tours, conferences, and administer registrations, accommodations and expense
- 1.8 Educate local school students through Classroom Agricultural Programs.
- 1.9 Document any complaints received and report to Agricultural Fieldman or Assistant Agricultural Fieldman.

2. Weed Control:

- 2.1 Administer weed letters to landowners, once information on site locations have become available from the Weed Inspector.
- 2.2 Fulfill the duties of a Weed Inspector under the Alberta Weed Control Act when required.
- 2.3 Assist with analyzing weed samples brought in by landowners.

3. Pest Control:

- 3.1 Fulfill the duties of an Agricultural Pest Inspector under the Alberta Agricultural Pest Act when required.
- 3.2 Distribute coyote toxicants when required.
- 3.3 Ensure adequate records are kept regarding toxicants and control work that has been completed.
- 3.4 Assist Federal and Provincial Agencies with pest monitoring as required.



4. Technology and Extension:

- 4.1 Work with Lakeland Agricultural Research Association to provide unbiased agricultural research.
- 4.2 Provide Environmental Farm Plans and assist with Growing Forward applications to Smoky Lake County producers.
 - 4.2.1 Coordinate landowners for various projects that Lakeland Agricultural Research Association is conducting throughout the season.
 - 4.2.2 Preparation and delivery of technical presentations at various extension events.
 - 4.2.3 Organization and participation in field days, demonstrations, workshops, newspaper and newsletter articles, and clinics to transfer practical information and support practice change by farmers and ranchers.
 - 4.2.4 Prepare grant applications to enhance coverage of conservation events and issues.
 - 4.2.5 Meet and work with individual producers on conservation planning programs such as pasture management plans, environmental farm plans and Growing Forward Applications.

OTHER RESPONSIBILITIES

■ Distribute 1080 as required.

KNOWLEDGE AND ABILITIES

- Post-secondary diploma or certificate in a related field is an asset.
- Strong organizational/administrative skills.
- Word Processing Microsoft Office.
- Form 7 Permit for Coyote and Skunk Control on Another Person's Land.
- Insect Identification.

STAFF DEVELOPMENT

Attend Workshops and Seminars as required.

EMPLOYEE PERFORMANCE EVALUATION

■ Agricultural Fieldman – yearly.

STAFF DEVELOPMENT

As per Policy 01-03: Organizational Chart.

Carried.

University of Saskatchewan Centre for Study of Co-operatives

672-15: Cholak

That County Council who can attend – attend the University of Saskatchewan Centre for Study of Co-operatives Public Community Meeting in Smoky Lake at the National Hall on June 8, 2015.

Carried.

2nd Annual Aboriginal Day Celebration: Metis Crossing

673-15: Lukinuk

That Smoky Lake County donate in the amount of \$500.00 plus in-kind assistance in delivering four bleachers and ten picnic tables to the 2nd Annual Aboriginal Day celebration hosted by Metis Crossing on June 21, 2015, and that the local councillor attend the event and present a certificate of recognition.



Smoky Lake Agricultural Society

674-15: Smigerowsky

That Smoky Lake County provide a letter of support for the Smoky Lake Agricultural Society's application for the Canada 150 Grant to replace its Gas Boiler, replace the condenser for the ice-making system, and rebuild the compressor for the ice-making system, with no financial commitment from the County.

Carried.

Waskatenau Pryveet Dance Club

675-15: Orichowski

That the Picture of the Class Group received from the Waskatenau Pryveet Dance Club extending "Thank You", be filed for information.

Carried.

<u>STRATEGIC PRIORITIES – CHART:</u>

The Strategic Priorities Chart - April 27, 2015.

Process included in every Council meeting Agenda as a constant reference:

Financial Update:

As annexed to the minutes:

\$ Financial Statement for the Months: February and March, 2015

Action List(s):

♦ Action List(s):

■ County Council Meeting: April 16, 2015

■ County Council Strategic Planning Meeting: April 27, 2015

■ County Council Budget Meeting: April 28, 2015

■ County Council Budget Meeting: May 6, 2015

676-15: Cholak

That the updated report for the period of April 17, 2015 to May 27, 2015 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 April 17, 2015 to May 20, 2015.

Property Tax: Cancellation

677-15: Cholak

That Smoky Lake County cancel the 2014 and 2015 Property Tax penalties for Tax Roll Account Number 13600120 in the amount of \$18.06.

Carried.

2015 F.C.S.S.: Community Organization - Funding Organization: Applications

678-15: Cholak

That Smoky Lake County allocate funding amounts from the 2015 F.C.S.S.—: Family and Community Support Services Grants budget to the following Community Organizations for Year 2015:

Community Group	Eligibility	Funding
HAK STAR leadership program		\$ 1,000.00
Smoky Lake Public Library		\$ 1,000.00
Smoky Lake Links to Learning		\$ 1,000.00



Outstanding Accounts Receivable Write Offs

679-15: Cholak

That Smoky Lake County approve that all outstanding Accounts Receivable over 90 days in the amount of \$25.00 or less be written off.

Carried.

680-15: Lukinuk

That the Finance Manager's Report received by Brenda Adamson for the period of April, 2015 to May, 2015 be accepted and filed for information.

Carried.

Reeve's Report:

Reeve Ron Bobocel presented the following report:

- Attending the Mayors' & Reeves' Caucus Meeting in Fort McMurray on June 12, 2015.
- Preparations for upcoming CAO Evaluation.
- Retirement Party for Randy O'Hara on June 23, 2015 in Calgary, Alberta.

681-15: Cholak

That Smoky Lake County prepare a token to commemorate the retirement of Mr. Randy O'Hara, President & CEO of Gas Alberta, to be celebrated on June 23, 2015 in Calgary, Alberta.

Carried.

682-15: Lukinuk

That the Reeve's Report received, be accepted.

Carried.

Management Reports

Public Works Manager

683-15: Smigerowsky

Smoky Lake County: 2015 Sale of Reject Sand

That Smoky Lake County sell reject Sand material with no maximum volume quantity restrictions for Year 2015 at a cost of \$3.00 per tonne, with hauling of material as per Policy Statement No. 03-25: Sale of Gravel or Sand.

Carried.

Kinsmen Club of Smoky Lake and District

684-15: Cholak

That Smoky Lake County sell up to 450 Tonnes of 3/4" crushed gravel as per Policy Statement No. 03-25 to the Kinsmen Club of Smoky Lake and District towards the Open Air Pavilion project located in the Kinsmen Park in the Town of Smoky Lake.

Carried.

Copies distributed for Council information submitted by Doug Ponich, Public Works Manager the following:

• 2015 Road Projects completed up to May 15, 2015.

Management Reports

685-15: Smigerowsky

That the management reports received for the period of April, 2015 to May 21, 2015 from Doug Ponich, Public Works Manager; Bob Novosiwsky, Public Works Foreman; Dave Kully, Public Works Shop Foreman; Ed English, Peace Officer; Aline Brousseau, Planning and Development Manager; Trevor Tychkowsky, Safety Officer; and Paul Miranda, GIS/Communication Manager, be accepted and filed for information.



Committee Task Forces and Boards: Reports

Alberta Care

No report.

Corridor Communications Incorporated

 Applied for Industry Canada Grant \$305 million; unsuccessful in first round; awaiting second round.

Doctor Retention & Recruitment Committee

No report.

Evergreen Regional Waste Management Commission

- Condolences will be sent to Ramona Arnett, Manager of the Commission on behalf of Council; flowers or fruit basket.
- Met with Municipal Affairs; committee struck to do a business plan for the Commission.

Family Community Support Services Committee

• \$5,000 remaining in budget.

Family-School Liaison Committee

- Next meeting scheduled for June 15, 2015 at 1:00 p.m.
- Barb Rose relocating her office to HAK School.

Fire and Rescue Liaison Committee

<u>Smoky Lake:</u>

No report.

Vilna:

- Attended Fire Chief's Conference recently; large trade show on site showcasing a large amount of equipment.
- 4 members received medals for years of service; recommend their attendance as a delegation at June Council meeting to receive presentation from the County along with a catered lunch.

Waskatenau:

No report.

Government Liaison Committee

 Will be establishing relationships with newly elected Premier and cabinet ministers.

Highway 28/63 Regional Water Commission

- Next meeting scheduled for June 3, 2015 in Smoky Lake.
- Transfer of financial services to Smoky Lake County by the end of May.

In-House Safety Committee

- Agenda: April 22, 2015.
- Staff training for first aid still needs to be done as well as scissor lift training.
- The chainsaw course has been completed; air brake training will be done on a rainy day.
- Two formal inspections are outstanding cold storage and agriculture bay.
- 4 incidents reported:
 - ➤ Worker's hand crushed by a stage at the complex WCB report but no lost time involved.
 - Fuel was dumped on the ground because the auto nozzle didn't kick out.
 - Jaws didn't lock on a trailer and the steamer fell to the ground.
 - A mount was bent when a tractor hooked up to a mower that was stuck.

Next meeting is scheduled for June 16, 2015.

Municipal Planning Commission

No report.

Northeast Alberta Information HUB

General Meeting scheduled for June 25, 2015 at 6:00 p.m.

North East Muni-Corr. Ltd

Construction has started on the Beaver River Trestle.

Northern Lights Library Board

- The Library Conference was held in Jasper at the beginning of May with several good sessions offered; a website called Legal Ave. that deals with family law issues will launched in October of 2015.
- A meeting is scheduled for June 13, 2015 in Elk Point to deal with the firing of Executive Director Mircea Panciuk by the Executive Board.

Policy Committee

• Meeting scheduled for Friday, June 26, 2015 at 9:00 a.m.

R.C.M.P. Liaison Committee

 Recent barbeque was attended by Division Three Councillor. The event was very well attended by the public.

Regional Community Development Committee (RCDC)

- Meeting on Monday, June 1, 2015.
- Scheduling a training session on Economic Development for the committee members and relevant staff in July.
- Membership to Go East Alberta to be presented

Regional Disaster Services Agency Committee

No report.

Risk-Pro Control Management Committee

- Minutes: Added Named Insured:
 - Waskatenau Pryveet Dance Club
 - a. April 14, 2015: Minutes
 - Smoky Lake Riding Club
 - **b.** April 30, 2015

Smoky Lake Agricultural Society

- A special meeting was held on May 22, 2015 to pass a motion to take \$190,000 from the bank account and put it towards the paving of the complex parking lot; only received \$61,000 in grant funding for the project.
- Paving will begin at the beginning of June and will take approximately 3 days.
- Next meeting is scheduled for June 9, 2015 at 7:30 p.m.

Smoky Lake Foundation

- Combined Financial Statements for December 31, 2014.
- Lodge Operations for Year Ended December 31, 2014.
- Temporary office staff from an agency are helping with administrative duties.
- Jeanette from Bar-V Nook is on sick leave.
- Advertising for a Maintenance Supervisor.
- Continuing with the Alberta Seniors and Community Supports
 <u>Affordable Supportive Living Initiative</u> Project is progressing.
 Building Project: 85% complete.



Smoky Lake Heritage Board

• No report.

Joint Municipalities

 Next meeting is scheduled for Monday, June 29, 2015, hosted by the Town of Smoky Lake.

Spray Park Committee

- Fundraising efforts have been going well; currently selling raffle tickets.
- Construction is scheduled to begin in May of 2016 and should be completed by June of 2016.
- Have applied for the CFEP grant; funds raised to date with grants total approximately \$180,000.
- The town would prefer in the installation of a cistern system rather than an overflow system.
- Next meeting is scheduled for June 19, 2015 at 12:30 p.m. at the Complex.

686-15: Lukinuk

That Smoky Lake County provide in-kind assistance to the Smoky Lake Community Spray Park Committee of 94 Tonnes of gravel in the amount of \$2,171.00; and equipment and manpower to excavation of 374 cubic metres of material at site, in the amount of \$4,345.00, for a total cost of \$6,516.00 towards the Community Spray Park Project.

Carried.

687-15: Cholak

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

Carried.

4. Correspondence:

A.A.M.D.C.

688-15: Cholak

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

- a. Contact Newsletter: May 6, 2015 Volume 2015, Issue 17.
- b. Contact Newsletter: May 13, 2015 Volume 2015, Issue 18.

Carried.

Seniors' Week 2015

689-15: Bobocel

That the Smoky Lake County proclaim Seniors' Week 2015 from June 1 to 7, 2015, "" in honour of the past, present and future contributions of the seniors in our community and throughout Alberta:

I do hereby proclaim June 1-7, 2015, to be "Seniors' Week" Dated this <u>28th</u> Day of <u>May</u>, 2015, Smoky Lake, Alberta Ron Bobocel, Reeve, Smoky Lake County.

and send a cake to each lodge from the County to celebrate the event.

Carried.

Alberta Equestrian Awareness Society 10th Anniversary Ride for the Cure of Cancer

690-15: Lukinuk

That Smoky Lake County donate in the amount of \$250.00 from the 2015 Budget "Grants to Organizations and Individuals" and provide a County jacket and other promotional items for the silent auction not to exceed \$500.00 in total to the Alberta Equestrian Awareness Society for the 10th Anniversary Ride for the Cure of Cancer on June 13, 2015 at Cooking Lake – Blackfoot Provincial Recreational Areas.



Smoky Lake Lions Purina Dog Walk

691-15: Orichowski

That Smoky Lake County donate in the amount of \$200.00 to the Smoky Lake Lions Purina Dog Walk Committee for the Purina Walk for Dog Guides 5th Annual Event scheduled on May 25, 2015 at 12:00 noon in Smoky Lake, as per letter dated April 21, 2015 received from Brenda Adamson, Chairperson; and allocate funds from the 2015 Budget "Grants to Individuals and Organizations".

Carried.

Waskatenau Pryveet Dance Club

692-15: Smigerowsky

That Smoky Lake County approve action taken for the donation of a silent auction item to the Waskatenau Pryveet Dance Club at their annual year end concert held on May 2, 2015 at the Waskatenau Community Centre.

Carried.

Thorhild County

693-15: Orichowski

That the letter received from Betty Kolewaski, Chief Administrative Officer, Thorhild County, dated April 21, 2015 expressing a Thank You for participating in EMX 15 (Emergency Management Exercise 2015), be filed for information.

Carried.

Victoria Mission Newsletter

694-15: Lukinuk

That the Victoria Mission Newsletter, No. 54, dated April, 2015, be filed for information.

Carried.

ATCO Gas

695-15: Cholak

That the letter received from W.C. (Bill) Stephens, President, ATCO Gas, dated April 22, 2015 in regards to an Invitation to the ATCO Cup at the 2015 Edmonton Classic Horse Show, be filed for information.

Carried.

National Health and Fitness Day

696-15: Bobocel

That Smoky Lake County proclaim National Health and Fitness Day in Smoky Lake County as the first Saturday in June;

Whereas...

the Parliament of Canada wishes to increase awareness among Canadians of the significant benefits of physical activity and to encourage Canadians to increase their level of physical activity and their participation in recreational sports and fitness activities:

And Whereas...

It is in Canada's interest to improve the health of all Canadians and to reduce the burden of illness on Canadian families and on the Canadian health care system;

And Whereas ..

Many local governments in Canada have public facilities to promote the health and fitness of their citizens;

And Whereas...

The Government of Canada wishes to encourage local governments to facilitate Canadian's participation in healthy physical activities;

And Whereas..

The Government of Canada wishes to encourage the country's local governments, nongovernment organizations, the private sector and all Canadians to recognize the first Saturday in June as National Health and Fitness Day and to mark the day with local events and initiatives celebrating and promoting the importance and use of local health, recreational, sports and fitness facilities;

And Whereas...

Canada's mountains, oceans, lakes, forest, parks and wilderness also offer recreational and fitness opportunities;

And Whereas...

Canadian Environment Week is observed throughout the country in early June, and



> walking and cycling are great ways to reduce vehicle pollution and improve physical fitness:

And Whereas...

Declaring the first Saturday in June to be National Health and Fitness Day will further encourage Canadians to participate in physical activities and contribute to their own health and well-being;

I, Ron Bobocel, Reeve, Smoky Lake County, in the Town of Smoky Lake, Alberta, hereby proclaim the first Saturday in June as "National Health & Fitness Day" in Smoky Lake County.

Carried.

Wild Pink Yonder

697-15: Smigerowsky

That Smoky Lake County acknowledge in the Smoky Lake County Grapevine and file for information the Wild Pink Yonder "Certificates of Pink Prowess" presented to the Hamlet of Warspite and the Hamlet of Bellis, received from Jane Hurl, Trail Boss, Wild Pink Yonder, dated April 28, 2015.

Carried.

2015 Vitalize Provincial Voluntary Sector Conference

698-15: Orichowski

That Smoky Lake County promote in the Smoky Lake County Grapevine for Community awareness the Vitalize 2015 Conference: Provincial Voluntary Sector on June 5 to 7, 2015 at the Shaw Conference Centre in Edmonton, Alberta.

Carried.

Smoky Lake Agricultural Society

699-15: Smigerowsky

That Smoky Lake County provide in-kind assistance to the Smoky Lake Agricultural Society in regards to pit/arena preparation and provide the equipment: Clarke loader conditional upon a County employee volunteering her/his time to operate it; and subject to receiving written approval from the landowner; as per the letter received from Kelly Montgomery, Director, Smoky Lake Agricultural Society dated May 15, 2015.

Carried.

Carillion

700-15: Lukinuk

That the letter received from Leslie Kwiatkowski, Sr. Superintendent, Carillion, dated May 14, 2015 in regards to Carillion Canada Services, be filed for information.

Carried.

County of Minburn No. 27

701-15: Orichowski

That County Council who can attend – attend the 50 Year Celebration of the County of Minburn No. 27 to be held on June 10, 2015 at the Innisfree Recreation Centre in Innisfree, Alberta; and provide a token of commemoration.

Carried.

Smoky Lake Region: Annual 2015 Parades

702-15: Lukinuk

That Smoky Lake County prepare a Float and participate in the annual Smoky Lake Heritage Days 2015 Parade - Theme "Red, White, and You" hosted by the Town of Smoky Lake and Smoky Lake & District Chamber of Commerce on Saturday, August 1, 2015 in Smoky Lake, Alberta; and participate in the annual parade hosted by the Village of Vilna and Village of Waskatenau in Year 2015; as per letter received from Joan Prusak, Parade Committee, Town of Smoky Lake, dated May 15, 2015.



Smoky Lake Town and Country Golf Club

703-15: Smigerowsky

That Smoky Lake County provide in-kind assistance to the Smoky Lake Town and Country Golf Club in regards to 25 Tonnes of ³/₄" gravel and the use of a skid steer and operator for the cart path paving project, as per the letter received from Dr. Daryl Chomay, President, Smoky Lake Town and Country Golf Club dated May 19, 2015.

Carried.

Thank You: Summary Listing

704-15: Lukinuk

That Smoky Lake County file for information the May 2015 Summary Listing of Thank You received from organizations extending appreciation of support:

■ Radway 4-H Club - Donation

Carried.

Information Releases

705-15: Orichowski

That the Information Releases for the Month of May 2015, be accepted and filed for information.

Carried.

10. Bills & Accounts:

706-15: Orichowski

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
30706	37904 to 37930	\$100,210.37
30738	37931 to 37977	\$272,946.50
30760	37978 to 37999	\$273,274.17
30780	38000	\$7,935.29
30798	38001 to 39004	\$3,877.53
30804	38005 to 38047	\$157,440.70
30817	38048 to 38059	\$222,679.62
30829	38060 to 38093	\$129,746.96
30860	38094 to 38149	\$289,379.98
30880	38150 to 38167	\$56,201.36
30908	38168 to 38194	\$100,471.62
Total Cheques		\$1,614,164.10
Direct Debit Register		
30881	Smoky Lake County	\$276,902.12
30882	Ritchie Bros Auctioneers	\$231,997.50
Total Direct Debits		\$508,899.62
Grand Total Bills and Accounts		\$2,123,063.72

Carried.

County Council Meeting(s)

707-15: Cholak

That the next <u>County Council Meeting(s)</u> be scheduled for Thursday, <u>June 25</u>, <u>2015</u>; Thursday, <u>August 20</u>, <u>2015</u>; Thursday, <u>September 24</u>, <u>2015</u>; Thursday, <u>October 29</u>, <u>2015</u> (Organizational & Regular Meetings); Thursday, <u>December 3</u>, <u>2015</u> at 9:00 a.m.; to be held at the County Council Chambers.



ADJOURNMENT:

708-15: Bobocel

That this meeting be adjourned, time 4:05 p.m.

Carried.

SEAL

CHIEF ADMINISTRATIVE OFFICER