



SMOKY LAKE COUNTY COUNCIL MEETING AGENDA

Thursday, March 16, 2023 at 9:00 a.m.

Virtual - Meeting ID: 860 8544 4606 Passcode: 835692

<https://us02web.zoom.us/j/86085444606?pwd=aXJNaVpJc0hUdG81MG1DNmxWbVZmZz09>

And with Council physically present in the County Council Chambers, Smoky Lake.

- 1) Call to Order
- 2) Adoption of Agenda
- 3) Adoption of Minutes
 - a) Environmental Operation Minutes - October 11, 2022
 - b) Fire Protective Services Minutes – October 11, 2022
 - c) Natural Gas Minutes – December 13, 2022
 - d) Departmental Minutes – February 14, 2023
 - e) Council Meeting Minutes – February 15, 2023
 - f) Special Council Meeting Minutes – February 21, 2023
- 4) Delegation
 - a) Ellena Senetza and Nathan Cherniwchan – Bellis 4-H Beef Club @ 10:45 a.m.
 - b) Cpl Roxanne Genereaux – Smoky Lake RCMP @ 11:00 a.m.
- 5) Municipal Planning Commission *(Council Meeting Recessed and undertaken on a Separate Agenda)*
- 6) Public Hearing *(Council Meeting Recessed and undertaken on a Separate Agenda)*
 - a) Bylaw No. 1429-23: a bylaw for Road Closure - Undeveloped Government Road Allowance; East Side of River Lot 10 (Victoria Settlement) @ 9:15 A.M
 - b) Bylaw No. 1425-23: a bylaw for Village of Vilna and Smoky Lake County Intermunicipal Development Plan (IDP). @1:15 P.M.
- 7) Business – Request for Decision
 - a) 2023 County-Owned Lands List
 - b) Bylaw No. 1425-22: Vilna Intermunicipal Development Plan
 - c) Departmental License of Occupation - Hanmore Lake Boat Launch
 - d) Departmental License of Occupation – Brodyk Lake Boat Launch
 - e) Regulation of Recreational Vehicles/Unpermitted Vegetation Management/Municipal Lands Encroachment
 - f) Major Alternative Energy Planning
 - g) Intermunicipal Subdivision and Development Appeal Board (ISDAB)
 - h) Proposed Memorandum of Understanding (MOU) with the Municipal Natural Assets Initiative (MNAI): Natural Assets Roadmap
 - i) Policy Statement No. 01-35-02: Flags – Protocol & Half Masting
 - j) SWANA Northern Lights Chapter Annual Conference
 - k) Policy Statement No. 01-28-03: Council Request for Information
 - l) Policy Statement No. 15-01-02: Discipline Policy
 - m) Stollery Children’s Hospital Event the “World Longest Hockey Game for Kids”

- n) Tour of the New School in Smoky Lake
- o) You Make a Difference Campaign in the Smoky Lake Region
- p) Queen Elizabeth II's Platinum Jubilee Medals
- q) Bylaw No. 1435-23: Lending Money to a Municipal Controlled Non-Profit Organization
- r) FCSS Applications
- s) Employee Short Term Disability Insurance
- t) Enterprise Fleet Management Canada Inc. Leases
- u) Sale of County Surplus Equipment
- v) Policy Statement No. 02-37-01: Peace Officer Patrol Vehicle

8) CAO Report

9) Council/Committee Reports

- a) Division One
- b) Division Two
- c) Division Three
- d) Division Four - **Reeve**
- e) Division Five

10) Correspondence

- a) Letter to Metis Nation of Alberta – Letter of Support for the Metis Nation of Alberta's Climate Change Action Plan.
- b) Letter to Metis Crossing – Letter of Support for Metis Crossing's Application to the Green and Inclusive Community Buildings (GICB) Program.
- c) Letter – Alberta Municipal Affairs – Alberta Community Partnership (ACP) – Intermunicipal Collaboration Component Time Extension on Project No. 2122-IC-4.
- d) Letter – Honourable Devin Dreeshen – Reply letter to Highway 28 conditions.
- e) Letter – Vilna/Bellis Citizens on Patrol – Request for donation.
- f) Email – Glen van Dijken – Budget Address.
- g) Letter- Farm Safety Centre – Request for Donation.
- h) Letter – Tammy Spink, Peace Officer Program- Appointment of Tate Murphy as Peace Officer.
- i) Email – New building slated for Lakeland Catholic's Holy Family School.
- j) Email – Deanna Thompsett – Stop sign awareness campaign.
- k) Email – Bob Bezpalko - Alberta HUB- Summit on the Aging Workforce.
- l) Alberta Municipalities Strength in Members – 2023 Alberta Municipalities President's Summit and Spring Municipal Leader's Caucus.

11) Information Release

12) Financial Reports

- a) Budget to Actual
- b) Financial Statement- *N/A*
- c) Cheque Register

13) Next Meeting

- a) Schedule a Government Liaison Committee Meeting in April for the purpose of advocacy planning.

14) In Camera

- a) Legal Issue in respect to the Intermunicipal Collaboration Framework (ICF) Dispute Resolution Process, under the authority of the FOIP Act Section 21: Intergovernmental Relations.

15) Adjournment

SMOKY LAKE COUNTY

Minutes of the County Council **Environment and Parks Meeting** (Water, Wastewater and Waste Management) held on Tuesday, **October 11, 2022**, at 2:40 P.M. held virtually online through Electronic Communication Technology: Zoom Meeting and in Council Chambers.

The meeting was called to Order by the Chairperson, Lorne Halisky, in the presence of the following persons:

ATTENDANCE		
<u>Tuesday, Oct. 11, 2022</u>		
<u>Div. No.</u>	<u>Councillor(s)</u>	
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Assistant CAO	Lydia Cielin	Virtually Present
Finance Manager	Brenda Adamson	Virtually Present
Env. & Parks Manager	Dave Franchuk	Present in Chambers
Natural Gas Manager	Daniel Moric	Virtually Present
Legislative Svcs/R.S.	Patti Priest	Virtually Present
Comm. Tech.	Evonne Zukiwski	Virtually Present
GIS Operator	Carole Dowhaniuk	Virtually Present
Interim Ag. Fieldman	Amanda Kihn	Virtually Present

No Members of the Media were present.
One Member of the Public was virtually present.

2. Agenda:

1154-22: Serben That the Smoky Lake County Council Environmental Operations Meeting Agenda for Tuesday, October 11, 2022, be adopted, as presented.
Carried Unanimously.

3. Minutes:

1155-22: Fenerty That the Minutes of the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, August 16, 2022, be adopted as presented.
Carried.

1156-22: Fenerty That the Action List from the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, August 16, 2022, be filed for information.
Carried.

4. Request for Decision

No Requests for Decision.

5. Issues for Information:

Environmental Operations: Manager’s Report

1157-22: Gawalko That Smoky Lake County’s Environment and Parks Manager’s report dated October 1, 2022, as well as the verbal summary of the department’s duties and activities, be accepted for information.
Carried.

Evergreen Regional Waste Management Services Commission – Minutes

1158-22: Cere That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on August 18, 2022, at the County of St. Paul No. 19's office, be filed for information.
Carried.

Evergreen Regional Waste Management Services Commission – Minutes

1159-22: Fenerty That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on September 15, 2022, at the County of St. Paul No. 19's office, be filed for information.
Carried.

Prohibition of Scavenging at County Landfills and Waste Transfer Stations

1160-22: Cere That Smoky Lake County administration prepare a draft Bylaw for the purpose of prohibiting scavenging at County Landfills and Waste Transfer Stations, for Councils consideration at a future meeting.
Carried.

6. Correspondence:

No Correspondence.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting

1161-22: Gawalko That the next Smoky Lake County Council **Environmental Operations Meeting** be scheduled for **Tuesday, December 13, 2022**, at **9:00 a.m.** to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.
Carried.

ADJOURNMENT:

1162-22: Cere That the Smoky Lake County Council Environmental Operations Meeting of October 11, 2022, be adjourned, time 3:08 p.m..
Carried.

CHAIRPERSON

S E A L

CHIEF ADMINISTRATIVE OFFICER



SMOKY LAKE COUNTY

Minutes of the **Fire Protective Services Committee Meeting** held on Tuesday, **October 11, 2022** at 2:09 P.M. held virtually online through Electronic Communication Technology: Zoom Meeting and physically in County Council Chambers.

The meeting was called to Order by the Chairperson, Lorne Halisky in the presence of the following persons:

ATTENDANCE		
<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Tuesday, Oct. 11, 2022</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Asst. CAO	Lydia Cielin	Virtually Present
Finance Manager	Brenda Adamson	Virtually Present
Fire Chief	Scott Franchuk	Present in Chambers
Fire Protect. Srv. Asst.	Spencer Kotylak	Virtually Present
Planning Technician	Kyle Schole	Virtually Present
Natural Gas Manager	Daniel Moric	Virtually Present
Interim Ag. Filedman	Amanda Kihn	Virtually Present
Executive Services/R.S.	Patti Priest	Virtually Present
Comm. Tech.	Evonne Zukiwski	Virtually Present
GIS Officer	Carole Dowhaniuk	Virtually Present

No Members of the Media were present.
One Member of the Public was in virtual attendance.

2. Agenda:

1142-22: Fenerty That the Smoky Lake County Fire Protective Services Committee Meeting Agenda for Tuesday, October 11, 2022, be adopted, as amended:

Addition to the Agenda:

1. Fire Investigation Association of Alberta National Wildfire Investigation Workshop
Carried Unanimously.

3. Minutes:

1143-22: Serben That the Minutes of the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, August 16, 2022, be adopted as presented.
Carried.

1144-22: Serben That the Action List from the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, August 16, 2022, be accepted as presented.
Carried.

4. Request for Decision:

Phase II: Regional Fire Services Review – Proceed

1145-22: Serben That Smoky Lake County accept and proceed with the Phase II: Smoky Lake Regional Fire Services Review, report titled: “Smoky Lake Region Fire Services Business & Implementation Plan Final Report”, as prepared by Transitional Solution Inc. dated August 2022.
Carried.

Phase II: Regional Fire Services Review – Municipal Partners Confirm Acceptance

1146-22: Fenerty That Smoky Lake County approach the partnering municipalities: Town of Smoky Lake, Village of Vilna and Village of Waskatenau to confirm acceptance in writing of the Phase II: Smoky Lake Regional Fire Services Review, report titled: “Smoky Lake Region Fire Services Business & Implementation Plan Final Report”, as prepared by Transitional Solution Inc., by November 18, 2022.

Carried.

Phase II: Regional Fire Services Review – Negotiating Committee

1147-22: Gawalko That Smoky Lake County Council appoint the Chief Administrative Officer, Fire Chief, and Deputy Fire Chief, to the Administrative Negotiating Committee pursuant to the Phase II: Smoky Lake Regional Fire Services Review, report titled: “Smoky Lake Region Fire Services Business & Implementation Plan Final Report”, as prepared by Transitional Solution Inc.

Carried.

Outstanding Fire Invoice No. 185 – Cancel

1148-22: Gawalko That Smoky Lake County cancel the Fire Invoice No. 185 issued to Alberta Transportation dated March 28, 2022 in the amount of \$23,623.00 for emergency services provided on December 31, 2021 at the location described as Highway 28 and Range Road 152, as the Emergency Services and Public Works invoices needs to be separate.

Carried.

Replace Outstanding Fire Invoice No. 185 – for Emergency Service

1149-22: Fenerty That Smoky Lake County re-issue a new invoice to Alberta Transportation in the amount of \$22,860.00 for emergency services provided on December 31, 2021 at the location described as Highway 28 and Range Road 152.

Carried.

Replace Outstanding Fire Invoice No. 185 - for Emergency Skid Steer Work

1150-22: Serben That Smoky Lake County issue an invoice to Alberta Transportation in the amount of \$763.00 for County Public Works Skid Steer services provided at an emergency in respect to the incident which occurred on December 31, 2021 at the location described as Highway 28 and Range Road 152.

Carried.

5. Issues for Information:

6. Addition to the Agenda:

Wildfire Investigation Workshop

1151-22: Serben That the Smoky Lake County Council who can attend – attend the 2022 Fire Investigation Association of Alberta National Wildfire Investigation Workshop scheduled for November 22-24, 2022, to be held at the Nisku, Alberta.

Carried.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting

1152-22: Gawalko

The next Smoky Lake County **Fire Protective Services Committee Meeting** be scheduled for **Tuesday, December 13, 2022, at 9:00 a.m.** to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 and/or physically in County Council Chambers.

Carried.

ADJOURNMENT:

1153-22: Fenerty

That the Smoky Lake County Fire Protective Services Committee Meeting of October 11, 2022, be adjourned, time 2:39 p.m.

Carried.

CHAIRMAN

S E A L

CHIEF ADMINISTRATIVE OFFICER

Minutes of Smoky Lake County's **Natural Gas Committee Meeting** held on Tuesday, **December 13, 2022**, at 1:43 P.M. held in Smoky Lake County Council Chambers and virtually online through Electronic Communication Technology: Zoom Meeting.

The meeting was called to Order by the County Chief Administrative Officer, Gene Sobolewski, in the presence of the following persons:

ATTENDANCE		
<u>Title</u>	<u>Name</u>	<u>Tues. Dec. 13, 2022</u>
Committee Member	Dan Gawalko	Present in Chambers
Committee Member	Linda Fenerty	Present in Chambers
Committee Member	Dominique Cere	Present in Chambers
Committee Member	Lorne Halisky	Present in Chambers
Committee Member	Jered Serben	Present in Chambers
County CAO	Gene Sobolewski	Present in Chambers
County Assistant CAO	Lydia Cielin	Absent
County Finance Manager	Brenda Adamson	Present Virtually
County Nat. Gas Manager	Daniel Moric	Present in Chambers
County Executive Svcs/R.S.	Patti Priest	Present Virtually
County Fire Chief	Scott Franchuk	Present Virtually
County Comm. Tech.	Evonne Zukiwski	Present Virtually
County GIS Operator	Carole Dowhaniuk	Present Virtually

No Members of the Media were present.

Two Members of the Public were virtually present.

1. **Election of Chairperson/Vice-Chairperson:**

Chairperson

The Chief Administrative Officer called first (1) time for nominations for Chairperson.

NG001-22: Fenerty

That Councillor Jered Serben be nominated as the Chairperson of Smoky Lake County's Natural Gas Committee.

The Chief Administrative Officer called second (2) time for nominations for Chairperson.

NG002-22: Gawalko

That Councillor Lorne Halisky be nominated as the Chairperson of Smoky Lake County's Natural Gas Committee.

Jered Serben declined to let his name stand for nomination.

The Chief Administrative Officer called third (3) time for nominations for Chairperson.

HEARING NO FURTHER NOMINATIONS.

The Chief Administrative Officer declared nominations for the Chairperson of Smoky Lake County's Natural Gas Committee, ceased.

Mr. Lorne Halisky was declared elected by acclamation by the County Chief Administrative Officer as the Chairperson of Smoky Lake County's Natural Gas Committee for the ensuing year and he assumed the Chair.

Vice-Chairperson

The Chairperson called first (1) time for nominations for Vice-Chairperson.

NG003-22: Gawalko That Councillor Dominique Cere be nominated as the Vice-Chairperson of Smoky Lake County's Natural Gas Committee.

The Chairperson called second (2) time for nominations for Vice-Chairperson.

The Chairperson called third (3) time for nominations for Vice-Chairperson.

HEARING NO FURTHER NOMINATIONS.

The Chairperson declared nominations for the Vice-Chairperson of Smoky Lake County's Natural Gas Committee, ceased.

Ms. Dominique Cere was declared elected by acclamation by the Chairperson as the Vice-Chairperson of Smoky Lake County's Natural Gas Committee for the ensuing year.

2. Agenda:

NG004-22: Cere That Smoky Lake County's Natural Gas Committee Meeting Agenda for Tuesday, December 13, 2022, be adopted, as presented.

Carried Unanimously.

3. Minutes:

NG005-22: Serben That the Minutes of the Smoky Lake County Natural Gas Meeting held on Tuesday, October 11, 2022, be adopted.

Carried.

NG006-22: Gawalko That the Action List from the Smoky Lake County Natural Gas Meeting dated Tuesday, October 11, 2022, be accepted as presented.

Carried.

4. Request for Decision:

Enterprise Fleet Management Canada Inc. – Replacement of Unit 202

NG007-22: Gawalko That Smoky Lake County's Natural Gas Committee approve to execute the open-end (equity) lease agreement with Enterprise Fleet Management Canada Inc. as per their Quote 6710057, dated October 11, 2022 for a Year-2023 Ford F-350 XLT, 4x4, SD crew cab, 6.75 ft. box, 160 in. wheel base, SRW, box 147.4 in. wheel base, to replace Fleet Unit 202.

**RESCINDED by
December 13, 2022
Motion # NG0017-22**

Carried.

5. Issues for Information:

Natural Gas Manager Report

NG008-22: Fenerty That Smoky Lake County's Natural Gas Committee accept the Natural Gas Manager's Report of statistics and activities dated October 4, 2022, and file it for information.

Carried.

Natural Gas Rate – November 2022

NG009-22: Cere That Smoky Lake County's Natural Gas Committee acknowledge the natural gas rates received for **November 2022**, from Gas Alberta in the amount of \$5.45 (Gas Alberta Rate) + \$0.24 (Variable) + \$1.90 (Operations & Maintenance Charge) = \$7.59/GJ.

Carried.

Natural Gas Rate – December 2022

NG010-22: Fenerty That Smoky Lake County's Natural Gas Committee acknowledge the natural gas rate received for **December 2022**, from Gas Alberta in the amount of \$5.90 (Gas Alberta Rate) + \$0.24 (Variable) + \$1.90 (Operations & Maintenance Charge) = \$8.04/GJ.

Carried.

September 2022 Natural Gas / October 2022 Billing Survey

NG011-22: Gawalko That Smoky Lake County's Natural Gas Committee acknowledge receipt of the July 2022 Natural Gas / August 2022 Billing Survey, of gas utility co-ops and companies within Alberta showing an average total rate per GJ in the amount of \$7.61 and Smoky Lake County's rate at \$7.74.

Carried.

Federation of Alberta Gas Co-ops Ltd. – Health & Safety Newsletter

NG012-22: Fenerty That the newsletter received by Smoky Lake County's Natural Gas Committee from the Federation of Alberta Gas Co-ops Ltd. dated September 2022, titled: Health & Safety, be filed for information and forward to relevant County departments.

Carried.

6. Correspondence:

Federation of Alberta Gas Co-ops Ltd. – October 2022 Federation Status Report

NG013-22: Gawalko That the correspondence received by Smoky Lake County's Natural Gas Committee from Kevin Crush, Corporate Services Manager, Federation of Alberta Gas Co-ops Ltd. dated October 20, 2022, providing the Federation of Alberta Gas Co-ops Ltd. – October 2022 Federation Status Report, be filed for information.

Carried.

Federation of Alberta Gas Co-ops Ltd. - No Natural Gas Rebate in November 2022

NG014-22: Fenerty That Smoky Lake County's Natural Gas Committee acknowledge receipt of the email from Kevin Crush, Corporate Services Manager, Federation of Alberta Gas Co-ops Ltd., dated October 25, 2022, in respect to there being no natural gas rebate for the month of November 2022, as the rates are below the province's \$6.50/GJ threshold for issuing a rebate.

Carried.

Gas Alberta Inc. - Interim Report

NG015-22: Gawalko That the correspondence received by Smoky Lake County's Natural Gas Committee from Gas Alberta Inc., dated September 2, 2022, as "communication to shareholders" relating to the commission and payment arrangements for agents retained to perform marketing services for Gas Alberta Energy, be filed for information.

Carried.

Federation of Alberta Gas Co-ops Ltd. - No Natural Gas Rebate in December 2022

NG016-22: Cere That Smoky Lake County's Natural Gas Committee acknowledge receipt of the email from Kevin Crush, Corporate Services Manager, Federation of Alberta Gas Co-ops Ltd., dated November 23, 2022, in respect to there being no natural gas rebate for the month of December 2022, as the rates are below the province's \$6.50/GJ threshold for issuing a rebate.

Carried.

Enterprise Fleet Management Canada Inc. – Replacement of Unit 202

NG017-22: Gawalko That Smoky Lake County's Natural Gas Committee **rescind the December 13, 2022 Motion #NG007-22** and **defer** to Smoky Lake County Council to execute the open-end (equity) lease agreement with Enterprise Fleet Management Canada Inc. as per their Quote 6710057, dated October 11, 2022 for a Year-2023 Ford F-350 XLT, 4x4, SD crew cab, 6.75 ft. box, 160 in. wheel base, SRW, box 147.4 in. wheel base, to replace Fleet Unit 202.

Carried.

Enterprise Fleet Management Canada Inc. – Replacement of Unit 202

NG018-22: Gawalko That Smoky Lake County's Natural Gas Committee approve to expend funds from within the Natural Gas Department Budget to replace Fleet Unit 202, with a Year-2023 Ford F-350 XLT, 4x4, SD crew cab, 6.75 ft. box, 160 in. wheel base, SRW, box 147.4 in. wheel base, as per Enterprise Fleet Management Canada Inc.'s quote number 6710057, dated October 11, 2022.

Carried.

Gas Alberta Inc. Gives Back Program

NG019-22: Cere That Smoky Lake County's Natural Gas Committee acknowledge Smoky Lake County gas utility was selected for the "Gas Alberta Gives Back" program to choose where a donation in the amount of \$3,000.00 would be sent within the local distribution area, as per the email received from Jasneet Kaur, Accounting Assistant, Gas Alberta inc., dated December 2, 2022; and acknowledge the Smoky Lake Community Food Bank was chosen to receive the said donation made by Gas Alberta Inc. on behalf of Smoky Lake County Natural Gas.

Carried.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting:

NG020-22: Gawalko That Smoky Lake County's **Natural Gas Committee** next meeting be scheduled for **Tuesday, January 24, 2023**, following the Smoky Lake County Council Departmental Operations Meeting scheduled to commence at 9:00 a.m., to be held virtually and/or physically in County Council Chambers.

Carried.

Adjournment:

NG021-22: Fenerty That Smoky Lake County's Natural Gas Committee Meeting of
December 13, 2022, be adjourned, time, 12:13 p.m.
Carried.

CHAIRPERSON

S E A L

CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY

Minutes of the **County Council Departmental Operations Meeting** held on **Tuesday, February 14, 2023**, at 9:04 A.M. held virtually online through Electronic Communication Technology: Zoom Meeting and physically in Council Chambers.

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

ATTENDANCE		
<u>Tuesday, Feb. 14, 2023</u>		
<u>Div. No.</u>	<u>Councillor(s)</u>	
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Assistant CAO	Lydia Cielin	Virtually Present @9:06am
Finance Manager	Brenda Adamson	Virtually Present
Executive Svcs/R.S.	Patti Priest	Virtually Present
Public Works Manager	Doug Ponich	Virtually Present
Public Works Road Foreman	Bob Novosiwsky	Present in Chambers @9:12am
Plan/Dev Manager	Jordan Ruegg	Virtually Present
Planning Technician	Kyle Schole	Virtually Present
GIS Technician	Carole Dowhaniuk	Virtually Present
Acting Ag Fieldman	Amanda Kihn	Virtually Present
Interim Ag Fieldman	Tori Stang	Virtually Present @9:12am
Natural Gas Manager	Daniel Moric	Virtually Present
Environment & Parks Manager	Dave Franchuk	Virtually Present
Communications Officer	Evonne Zukiwski	Virtually Present
Loss Prevention Coord.	Trevor Tychkowsky	Virtually Present @9:07am
Fire Chief	Scott Franchuk	Virtually Present @9:09am
Shop Foreman	Mark Fedoretz	Virtually Present @9:11am
Bylaw Enforcement	Tate Murphy	Virtually Present

No Members of the Media were present.
No Members of the Public were present.

2. Agenda:

353-23: Serben

That the Smoky Lake County Council Departmental Operations Meeting Agenda for Tuesday, February 14, 2023, be adopted as presented.

Carried Unanimously.

3. Minutes:

No Minutes.

4. Request for Decision:

No requests for decision.

5. Issues for Information:

Managers & Department Reports:

Doug Ponich, Public Works Manager, virtually left the meeting after presenting his report, time 9:13 a.m.

Bob Novosiwsky, Public Works Foreman, left Council Chambers after presenting his report, time 9:17 a.m.

Mark Fedoretz, Public Works Shop Foreman, left the meeting after presenting his report, time 9:23 a.m.

Agricultural Fieldman:

2023 Farmers & Ranchers Appreciation Day Event

354-23: Serben

That Smoky Lake County Council approve to host and schedule a barbeque lunch event for the Year-2023 Farmers and Ranchers Appreciation Day, on **Friday, June 9, 2023 from 11:00 a.m. to 2:00 p.m., at the Smoky Lake Agricultural Complex**, in the Town of Smoky Lake.

Carried.

Managers & Department Reports

355-23: Fenerty

That the Smoky Lake County Manager and Department reports received for the period of January 24, 2023 to February 6, 2023, from the Public Works Manager, Public Works Shop Foreman, Planning and Development Manager, Loss Prevention Coordinator, Natural Gas Manager, Environment & Parks Manager, Acting Agricultural Fieldman, Fire Chief, GIS Technician, and Communications Officer, be accepted as presented and filed for information.

Carried.

Training Events – Reports to Council

356-23: Cere

That Smoky Lake County Council acknowledge receipt of the Reports produced in accordance with Management Policy Statement No. 01-M-41: Reporting on Training Events, received from:

Planning & Development:

- EXMGT5427: Project Management Essentials Seminar, University of Alberta, attended by Kyle Schole, Planning Technician, on January 14-15, 2023; and

Agricultural Service Board:

- Agricultural Service Board (ASB) Conference, attended by Tori Stang, Interim Agricultural Fieldman, and Amanda Kihn, Acting Agricultural Fieldman, on January 17-20, 2023.

Carried.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Adjournment:

357-23: Gawalko

That the Smoky Lake County Council Departmental Operations Meeting of February 14, 2023, be adjourned, time 10:53 a.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY

Minutes of the **County Council Meeting** held on Wednesday, **February 15, 2023**, at 9:05 A.M. held virtually online through Electronic Communication Technology: Zoom Meeting and physically in Council Chambers.

The meeting was called to order by the Reeve, Mr. Lorne Halisky, in the presence of the following persons:

ATTENDANCE

<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Wednesday Feb. 15, 2023</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Assistant CAO	Lydia Cielin	Virtually Present
Finance Manager	Brenda Adamson	Present in Chambers
Executive Svcs/R.S.	Patti Priest	Virtually Present
Plan/Dev Manager	Jordan Ruegg	Virtually Present
Planning Technician	Kyle Schole	Virtually Present

Observers in Attendance Upon Call to Order:

GIS Operator	Carole Dowhaniuk	Virtually Present
Acting Ag. Fieldman	Amanda Kihn	Virtually Present
Public	3 Members	Virtually Present
Media	N/A	Absent

2. Agenda:

358-23: Fenerty That the Smoky Lake County Council Meeting Agenda for Wednesday, February 15, 2023, be adopted, as amended:

Additions to the Agenda:

1. RhPAP’s Rhapsody Rural Physician Awards.
2. YMTD “You Make the Difference” Campaign.

Carried Unanimously.

3. Minutes:

Minutes of January 24, 2023 – County Council Departmental Meeting

359-23: Gawalko That the minutes of the **Smoky Lake County Council Departmental Meeting** held on Tuesday, January 24, 2023, be adopted as presented.

Carried.

Minutes of January 24, 2023 – Special Council Meeting

360-23: Serben That the minutes of the **Smoky Lake County Council Special Meeting** held on Tuesday, January 24, 2023, be adopted as presented.

Carried.

Minutes of January 26, 2023 - County Council Meeting

361-23: Serben That the minutes of the **Smoky Lake County Council Meeting** held on Thursday, January 26, 2023, be adopted as presented.

Carried.

Scott Franchuk - Fire Chief, Evonne Zukiwski - Communications Officer, and Daniel Moric - Natural Gas Manager, virtually joined the meeting, time 9:11 to 9:16 a.m.

4. Request for Decision:

Federation of Canadian Municipalities (FCM) Annual Conference & Trade Show

362-23: Serben

That Smoky Lake County Council authorize Reeve Halisky and Councillor Fenerty to attend the Federation of Canadian Municipalities (FCM) Annual Conference & Trade Show, scheduled for May 25-28, 2023 to be held in Toronto Ontario with an estimated budget expenditure of \$9,000.00.

Carried.

Alberta Rural Connectivity Coalition 3rd Annual Alberta Rural Connectivity Forum

363-23: Serben

That Smoky Lake County Council not attend the Alberta Rural Connectivity Coalition 3rd Annual Alberta Rural Connectivity Forum, scheduled for May 24-25, 2022 at Olds College Alumni Centre, in the Town of Olds, Alberta, and file it for information.

Carried.

Peace Officer Program

364-23: Cere

That Smoky Lake County acknowledge receipt of the letter from Tammy Spink, Manager, Peace Officer Program, Law Enforcement & Oversight Branch of Alberta Public Safety and Emergency Services, dated January 19, 2023, in respect to “Authorized Employer Policy Documents”, requesting the following:


- Peace Officer (Duties and Responsibilities),
- Traffic Safety Plan (renewed every 3 years),
- Photograph of approved shoulder flash,
- Photographs of uniforms,
- Photograph of vehicle decaling, and
- Body Worn Camera Policy (if applicable).

Carried.

Policy Statement No. 02-36-01: Peace Officer Uniform and Equipment

365-23: Fenerty

That Smoky Lake County Policy Statement No. No. 02-36-01: Peace Officer Uniform and Equipment, be adopted with amendments:

Title: Peace Officer: Uniform and Equipment		Policy No.: 36-01
Section: 02	Code: P-A	Page No.: 1 of 3
Legislation Reference: Alberta Provincial Statutes		
Purpose:	To provide Smoky Lake County Community Peace Officer direction on the appropriate standards for uniform dress and equipment.	
Policy Statement and Guidelines:		
1. STATEMENT:		
1.1 This uniform and equipment policy will establish standards to ensure that the uniformed Community Peace Officer be identified as the law enforcement authority in Smoky Lake County and be readily identifiable to the public through the proper wearing of uniform and equipment.		
2. OBJECTIVES:		
2.1 To properly attire the Community Peace Officer in safe and functional uniforms. The uniforms shall adhere to the style and fashion as prescribed by Provincial Legislation.		
2.2 To identify uniform dress clothing and equipment entitlements for the Community Peace Officer. Damaged or worn-out clothing will be replaced on an as needed basis to be approved by the Chief Administrative Officer.		
2.3 To ensure that the Community Peace Officer wear the uniform in a consistent manner that reflects positively on themselves and on the County. The appearance of the Community Peace Officer will reflect the professionalism while in uniform and on duty.		
3. GUIDELINES:		
3.1 The Community Peace Officer shall wear a complete uniform for a Level 1 CPO while on duty consistent with the Alberta Justice and Solicitor General Peace Officer Program.		
3.2 The Community Peace Officer “ Shoulder Flash ” design description, as provided by photo, is worn in an exterior fashion of which corresponds with the official crest of the service: “Smoky Lake County Protective Services Peace Officer”.		
		
4. PROCEDURES:		
Uniform Entitlements:		
4.1 Upon being employed by Smoky Lake County as a Community Peace Officer, the employee will be provided with complete dress uniforms to wear while on-duty, while in transit to or from work, for court or at other official County functions or events appearances.		

Title: Peace Officer: Uniform and Equipment		Policy No.: 36-01
Section: 02	Code: P-A	Page No.: 2 of 3

Policy Statement and Guidelines:	
4.2	The dress uniform will consist of approved short or long-sleeved grey shirt; navy pants either plain or cargo style with reflective vertical grey stripe on either leg; protective vest; black boots; duty belt; hat and tie, if worn, color must correspond to pants or shirt and is not required to wear during normal course of their duties; navy jacket and depending on climactic conditions, wear a black toque plain or displaying the Smoky Lake County logo. Safety Vest lime green in color and bear the words "Community Peace Officer" title across the back. Approved shoulder flash and Peace Officer identification will be adorned on the uniform for identification on the jackets and shirts.
4.3	Community Peace Officer shall purchase their footwear in accordance with existing County Policy regarding boot purchase and replacement.
4.4	Community Peace Officer, if approved by the Director, may wear special uniform shirts or markings in support of community events. The shirts or markings must only be worn on the event date.
4.5	The Community Peace Officer shall not wear any part of the uniform when off duty, unless for the purpose of Training, Public Representation, or duties related to employment.
4.6	The Community Peace Officer is required to keep their dress uniform in good, clean condition and required to correct damaged articles as soon as practicable. Upon termination of employment as a Community Peace Officer, all dress clothing items are returned to the County.
4.7	The Community Peace Officer(s) shall maintain a high level of personal hygiene when on duty.
Identification:	
4.8	The Community Peace Officer will be issued an official identification ID card by the Alberta Solicitor General and Public Security bearing the employee's name, identifying information and photo likeness. The Community Peace Officer shall be in possession of their ID card at all times while on-duty as the only legal identification document.
4.9	If the Community Peace Officer loses the Peace Officer's identification card, the loss must be immediately reported to the Chief Administrative Officer, Local Police Detachment and the Director of the Peace Officer Program.
Equipment:	
4.10	For the purposes of personal protection, Community Peace Officer shall be issued and carry only the following equipment while on-duty: <ul style="list-style-type: none"> ■ Defensive baton ■ Oleoresin Capsicum (OC) Spray

Title: Peace Officer: Uniform and Equipment		Policy No.: 36-01
Section: 02	Code: P-A	Page No.: 3 of 3

Policy Statement and Guidelines:	
4.10	<ul style="list-style-type: none"> ■ Radar/Laser ■ Soft body armor (Protective Vest) ■ Dash and Body Worn Camera ■ Radio and Clip
4.11	The Community Peace Officer is responsible for maintaining and regularly inspecting the uniform belt and the equipment accessories. Damage to any item of equipment shall be reported to the Chief Administrative Officer.
4.12	The Chief Administrative Officer will permit the damaged equipment to be replaced as soon as the damage is noticed upon inspection. Damaged equipment will be disposed of and destroyed, as necessary. Supply companies can be consulted for proper disposal process.
4.13	An inventory list of the employee's uniform and equipment will be kept and maintained by Community Peace Officer.

Carried.

Town of Smoky Lake Centennial: 100 Years Celebration

366-23: Serben

That Smoky Lake County commemorate the Town of Smoky Lake Centennial, being celebrated on Sunday, March 26, 2023, with a gift at a cost in the amount not to exceed \$500.00, and approve for Council who can attend, to attend a celebratory event, should one be scheduled by the Town.

Carried.

Assessment Review Board Services

367-23: Cere

That Smoky Lake County, in accordance with Bylaw No. 1417-22: Assessment Review Board, appoint members to the Assessment Review Board (ARB) for Year-2023, as follows:

- Raymond Ralph, as the ARB Chairperson,
- Geryl Amarin, as the Certified ARB Clerk, and
- Darlene Chartrand, Tina Groszko, Stewart Hennig, Richard Knowles, and Raymond Ralph, as the ARB Certified Panelists.

Carried.

Bylaw No. 1430-23: Planning and Development Public Hearing Procedures

368-23: Gawalko

That Smoky Lake County Bylaw No. 1430-23: Planning and Development Public Hearing Procedures, for the purpose of establishing public hearing procedures for Planning and Development held by the Council of Smoky Lake County, be given **THIRD and FINAL READING**, and that the Reeve and the Chief Administrative Officer are hereby authorized to affix their signatures to all necessary documents and the corporate seal also be fastened where it is deemed to be necessary.

Carried.

One Member of the Public, virtually left the meeting, time 9:37 a.m.

One Member of the Public, virtually left the meeting, time 9:40 a.m.

Scott Franchuk, Fire Chief and Meaghan Andreychuk, Protective Services Clerk, entered Council Chambers, time 9:40 a.m.

Subdivision File 22-R-508:NE 15-60-17-W4M & Pt. SE 15-60-17-W4M

369-23: Halisky

That Smoky Lake County Council allocate the full amount of the outstanding property taxes and accrued penalties respecting the lands legally described as Pt. SE-15-60-17-W4M to remain with the said lands following the proposed Subdivision File: 22-R-508, and allow the County to provide its authorization to the Subdivision Authority to provide its endorsement to subdivision File: 22-R-508.

Carried.

Forest Resource Improvement Association of Alberta (FRIAA) FireSmart Program

370-23: Serben

That Smoky Lake County acknowledge receipt of the correspondence from Forest Resource Improvement Association of Alberta (FRIAA), dated December 16, 2022, announcing approval of the of grant funding towards the Project titled: “**Smoky Lake County Wildfire Mitigation Strategy for Lake Resort Communities**”; and, execute the FRIAA FireSmart Program Project Grant Agreement #FFP-22-18 to receive funding up to the amount of \$40,000.00.

Carried.

3rd Annual Junior Firefighter Summer Day Camp 2023

371-23: Cere

That Smoky Lake County provide funds in the amount of \$6,000.00 allocated from the Fire Protective Services municipal budget, towards the 3rd Annual Junior Firefighter Summer Day Camp 2023; **and challenge** the Village of Vilna, Village of Waskatenau, and Town of Smoky Lake to contribute funds to the project’s total budget in the amount of \$20,000.00, by March 31, 2023.

Carried.

Scott Franchuk, Fire Chief and Meaghan Andreychuk, Protective Services Clerk, left Council Chambers, time 10:12 a.m.

Policy Statement No. 13-01-03: Surface Lease of Municipally-Owned Properties

372-23: Gawalko

That Smoky Lake County Policy Statement No. 13-01-03: Surface Lease of Municipally-Owned Properties, be amended:

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 1 of 12 E
Legislation Reference: Alberta Provincial Statutes.		
Purpose:	This Policy is to guide Smoky Lake County in the management of municipally-owned properties that are leased for agricultural purposes.	
Policy Statement and Guidelines:		
<p>1. STATEMENT:</p> <p>1.1 Smoky Lake County desires to establish standards, conditions and procedures for the leasing of municipally-owned properties for agricultural purposes.</p> <p>1.2 Smoky Lake County supports agricultural utilization of municipally-owned properties and may lease these properties to individuals and/or businesses, in accordance with the guidelines and procedures outlined in this Policy, to safeguard the County's assets and interests.</p> <p>2. OBJECTIVES:</p> <p>2.1 Smoky Lake County shall provide municipally-owned properties for lease to serve the interests and needs of the agricultural sector, when it is deemed that these properties are suitable for such purposes and where the County does not plan to develop or use these properties in the short or long term.</p> <p>2.2 The municipally-owned properties must be managed efficiently and maintained or improved through proper agricultural practices to ensure their long-term viability and to ensure adequate stewardship of the properties.</p> <p>3. GUIDELINES:</p> <p>3.1 Lease of Municipally-Owned Properties</p> <p>3.1.1 The County provides the opportunity for County residents and businesses to lease municipally-owned properties for agricultural purposes. The process will include the preparation of a Resolution for Council to authorize a municipally-owned property to be leased through a limited invitation to tender process. Only those individuals and businesses that pay property taxes to the County are eligible to lease municipally-owned properties.</p> <p>3.1.2 Properties available to be leased shall be advertised through a limited invitation to tender process, as specified in Schedule "A": Limited Invitation to Tender: Surface Lease of Municipally-Owned Properties. Bids are to be submitted as detailed in the limited invitation to tender. It is noted that no late submissions shall be accepted.</p> <p>3.1.3 Council reserves the right to refuse, at its sole discretion, any bid, regardless of whether the applicant is the highest bidder.</p>		

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 2 of 12 E
Policy Statement and Guidelines:		
<p>3.1.4 If a bid is deemed to be incomplete, at the sole discretion of the County, it may be rejected.</p> <p>3.2 Lease Terms</p> <p>3.2.1 The term of a lease for municipally-owned properties shall not exceed (5) five-years.</p> <p>3.2.2 The County, at its sole discretion, and after providing 60-days notice, may cancel a lease at any time, for any of the following reasons:</p> <ul style="list-style-type: none"> ▪ the lessee requests the cancellation of the lease; ▪ the leased property is not being used for the purpose for which it was leased; ▪ the lease was issued in error; ▪ the lessee fails to pay the required lease fees by the due date; ▪ the lessee has failed to comply with the terms and conditions of the lease agreement; and ▪ the County, at its sole discretion, determines that the leased property is required for municipal purposes or wishes to dispose of the land via sale. <p>3.2.3 Lease payments are to be made annually as per the successful bid, and shall include the payment of all applicable taxes on the property.</p> <p>3.2.4 Leaseholders have thirty (30) days to pay the invoiced amount in full to the County.</p> <p>3.2.5 If payment is not received by the County within 30 days of the invoice date, the leaseholder is in default of their lease agreement and will be notified accordingly. If the outstanding fees are not paid in full within sixty (60) days of the invoiced date, the lease agreement may be unilaterally terminated by the County.</p> <p>3.2.6 A minimum of Two Million Dollars (\$2,000,000.00) personal Liability Insurance, with Smoky Lake County as named insured, must be maintained for the duration of the lease and shall provide proof of such insurance to the satisfaction of the County upon demand.</p> <p>3.2.7 Leaseholders shall, at all times, indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever that may be lawfully brought or made against the County by reason of anything done by the leaseholder, your invitees, or agents, whether or not such things are done in the exercise or purposed exercise of the rights herein conferred upon you. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the leaseholder, their invitees, or agents in the performance of the lease agreement.</p>		

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 3 of 12 E

Policy Statement and Guidelines:

- 3.2.8 No development, construction of any buildings or improvements, nor tree/brush removal shall be permitted on the leased property unless approval is granted by the County. Any improvements (e.g., fencing, animal shelter, etc.) made to any leased municipally-owned property, shall be at the sole expense of the leaseholder, and any chattels remaining on the leased property shall become the property of the County if they are not removed prior to the effective date of termination of the lease agreement.
- 3.2.9 Subletting or subleasing of leases of municipally-owned properties is not permitted and is grounds for immediate and unilateral cancellation of the lease agreement by the County.
- 3.2.10 All bids to lease municipally-owned property shall be approved by resolution of Council and shall be subject to the signing of a Surface Land Lease Agreement with the County.
- 3.2.11 The leaseholder shall allow the County the right to enter the municipally-owned property as the County deems necessary or appropriate, from time to time, to cause or allow third-parties to construct or install permanent underground or above ground utility lines, pipeline facilities and transmission lines which cross the leased property, or to perform such other work upon the leased property as may be deemed necessary at the sole discretion of the County, and the leaseholder shall in no way interfere with or hinder the construction, installation, repair or maintenance work undertaken by the County or by any person to whom the County has granted such permission. The leaseholder shall forthwith, upon having received reasonable notice of the request from the County, execute such further documentation as deemed appropriate, in the sole discretion of the County, for the purposes of expediting any such work by the County or other person granted permission by the County. The leaseholder shall have the right to post signage on the property to prohibit trespassing from May 1st to October 31st. Any member of the public who wishes to access leased municipally-owned property shall make a request to the lessee to obtain access.
- 3.2.12 Leaseholders shall be responsible to maintain the quality and integrity of the municipally-owned property through adherence to land management practices consistent with agricultural practices commonly used in the area where the property is located.

3.3 Lease Agreements

- 3.3.1 Leaseholders shall comply with the terms and conditions of their lease agreement, in accordance with **Schedule "B": Surface Land Lease Agreement**, at all times.
- 3.3.2 Leaseholders must conform to all Federal, Provincial and Municipal legislation, regulations and policies relating to land management.

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 4 of 12 E

Policy Statement and Guidelines:

- 3.3.3 Leaseholders are responsible for weed control on municipally-owned land. If a noxious weed as designated under the *Weed Control Act* is found on lands that are subject to a lease agreement, the County's Agricultural Service Department will notify the leaseholder in accordance with **Policy Statement No. 62-14: Weed Inspection and Weed Notice**.
- 3.3.4 The County will communicate warnings in writing via Registered Mail, in the event of a breach of a lease agreement. If the breach identified in the notice is not rectified in a time and manner suitable to the County, and as indicated in the notice, the County reserves the right to unilaterally terminate the lease agreement.
- 3.3.5 Smoky Lake County reserves the right to terminate lease agreements due to breaches of the lease agreement and/or this Policy. If a leaseholder is found in breach of this Policy or of his or her lease agreement, the County reserves the right to not accept future bids from said leaseholder. In such circumstances, the County agrees to notify the affected leaseholder at least sixty (60) days prior to the termination of the lease agreement.
- 3.3.6 When a lease is due to expire in the following year, the leaseholder will be contacted by the County in writing, informing the leaseholder of the expiration date and to indicate the intent that the leased property will be subject to a limited invitation to tender process when advertised by the County.

4. PROCEDURES:

- 4.1 Individuals and businesses who are interested in leasing municipally-owned properties are directed to inquire with the Planning and Development Department. The Planning and Development Manager or designate will assist in the "Limited Invitation to Tender" application process to ensure all required information is included.
- 4.2 All bids submitted via the "Limited Invitation to Tender" process must include the following:
 - Legal name, address and contact information of the bidder;
 - Legal land description of municipally-owned property to lease;
 - Bid amount;
 - Purpose of intended use or activity relating to the municipally-owned property; and
 - Date and authorized signature.
- 4.3 All bids submitted will be reviewed by the Planning and Development Department. A report will be prepared by the Planning and Development Manager or designate summarising the bids received and a Request for Decision shall be forwarded to County Council outlining the recommendations for endorsement.

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 5 of 12 E

Policy Statement and Guidelines:	
4.4	Once a bid is approved by Council, a lease agreement shall be signed and executed by the County and the successful bidder. The lease agreement shall be issued for a (5) five-year term and shall be billed annually until the expiration of the term. Either party may cancel the lease agreement at any time, provided that the party instigating the cancellation provides the other party with a minimum of sixty (60) days' notice.
4.5	Once the lease agreement has been executed, the Planning and Development Department will send a copy to the Finance Department who will be responsible for creating an accounts receivable based on the amount defined in the lease agreement and to ensure receipt of the yearly lease fees throughout the term of the lease.
4.6	A Right of First Refusal to Purchase clause will be written into the Surface Land Lease Agreement which shall grant the leaseholder the right to have the first opportunity to purchase the municipally-owned property that they hold a lease for, at the price and subject to the terms and conditions contained in a third-party offer that the County has expressed a willingness to accept, or if the County wishes to sell the municipally-owned property that is the subject of the lease.
4.6.1	The Right of First Refusal to Purchase clause will be initiated if the County receives a third-party offer to purchase a municipally-owned property that is currently being leased, at terms that the County has agreed to. The County shall notify the leaseholder of this offer within forty (40) days of receipt. The leaseholder must exercise their Right of First Refusal to Purchase by notifying the County within thirty (30) days of having received notice, and must match the price offered by the third-party offer. Should the leaseholder choose not to exercise their Right of First Refusal to Purchase, they shall notify the County in writing, within thirty (30) days of having received notice, that they waive this Right.
4.6.2	If the leaseholder declines to purchase or waives their Right of First Refusal to Purchase pursuant to Section 4.6.1, the County shall be at liberty to proceed with acceptance of the third-party offer to purchase said municipally-owned property and subsequently terminate the lease agreement, pursuant to Section 3.6.
4.6.3	If the leaseholder exercises their Right of First Refusal to Purchase, the leaseholder shall be obligated to purchase the property and shall provide a cash deposit, in the amount of Two Hundred Dollars (\$200.00), at the time that they provide notice of exercising of their Right. The Leaseholder shall be required to execute an "Agreement to Purchase" with the County and to adhere to its terms and conditions, in accordance with Policy Statement No. 61-10: Disposition of County Owned Property.

Schedule "A"



**LIMITED INVITATION TO TENDER
Lease of Municipally-Owned Properties**

SMOKY LAKE COUNTY extends an invitation to tender for lease the following Municipally-Owned Properties in accordance with Policy Statement No. 13-01:

Tender #	Legal Description of Property	
1	NE 23-60-13-W4	+/- 136.30 acres
2	SW 34-61-13-W4	+/- 127.60 acres
3	SW 8-62-13-W4	+/- 153.50 acres
4	SE 8-62-13-W4	+/- 125.10 acres
5	Pt. NE 30-59-14-W4	+/- 56.27 acres
6	NW 2-61-18-W4	160.00 acres
7	SW 11-61-18-W4	160.00 acres
8	Un-surveyed property intersecting river road trails located in the South East of SW 3-58-15-W4 bordered by SH 857 to the west side of SH 652 to the north side: Plan 5022 MC	+/- 0.82 acres
9	NE 32-59-14-W4	160.00 acres
10	Reclaimed Gravel Pit Pt. SE 9-58-15-W4	+/- 22.04 acres

Sealed bids for the leasing of Municipal Owned Lands are to be submitted to:

Smoky Lake County
Planning and Development Department
P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

up to 2:00:00 P.M. on Month __, 20__. Bids will not be accepted after this time.

TENDER CLOSING: MONTH 00, 20__

Bids are to be placed in a sealed envelope marked "Surface Lease Tender" with the tender number clearly indicated on the outside of the tender bid envelope.

Municipal Land Surface Lease Agreement: The successful bidder shall enter into a Surface Lease Agreement with the County – attached as per Schedule "B".

Terms of Lease: The term of the Municipal Land Surface Lease shall be for a five (5) year term: January 1, 20__ to December 31, 20__.

Taxes: The Leaseholder will be issued an annual tax notice for the municipally-owned property leased and will be responsible to pay the taxes directly to the Smoky Lake County.

Smoky Lake County reserves the right to accept or reject any and all bids. The County reserves the right to accept a bid other than the highest with stated reasons. By the act of submitting its bid, the bidder waives any right to contest in any proceedings or action, the right of the County to award a lease to any party in its sole discretion.

ALL BIDS MUST INCLUDE THE FOLLOWING INFORMATION:

- Legal name, address and contact information (phone number and email whenever possible) of the bidder;
- Legal land description of municipally-owned property the bidder wishes to lease;
- Bid amount;
- Purpose of intended use(s) or activity relating to the municipally-owned property;
- Date and authorized signature of the bidder.

Advertised: Week of Month Day and Year in Paper(s): _____
 Posted: Month Day and Year on Website: _____

Name: _____
 Title: _____
Smoky Lake County



Schedule "B"

SURFACE LAND LEASE AGREEMENT

This Agreement made this _____ day of _____, 20____;

BETWEEN:

SMOKY LAKE COUNTY
 P.O. Box 310
 Smoky Lake, Alberta T0A 3C0
 a Municipal Corporation in the Province of Alberta
 (hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Mailing Address: _____
Civic Address: _____
Phone: () _____ or () _____
 (hereinafter referred to as the "Leaseholder")

OF THE SECOND PART

WHEREAS, the Council of the County may grant rights, to its property, including property under the direction, control and management within the municipal boundaries of the County.

AND WHEREAS, the County desires to grant a lease and charge for the use of its property, including property under the direction, control and management of the County.

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions to be observed and performed, this **Surface Land Lease Agreement** (the "Agreement") is granted to you by Smoky Lake County and agreed by the Leaseholder as follows:

1. Lease Site:

The County shall lease approximately _____ acres located on _____
 (hereinafter referred to as the "Lease Land").

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2. **Purpose:**

The County does hereby, in consideration of the payments hereinafter specified and in consideration of the terms and conditions herein contained, grant permission to the Leaseholder exclusive rights to use the ("Lease Land)", for the purpose(s) herein specified:

Nothing herein shall give the Leaseholder the right to use the Lands for any other purpose without the prior written consent of the County. The County makes no representation or warranty regarding the legality of the Lease Land, and the Leaseholder shall bear all risk of any adverse change in applicable laws.

3. **Term:**

This Agreement will be for a **five (5) year** term beginning on _____ and ending on _____ (the "Term"), unless terminated earlier as provided for herein.

4. **Annual Payment:**

The Leaseholder shall pay to the County the following lease payment annually as per the submitted bid:

\$ _____ plus GST.

If payment is not received within thirty (30) days, the Leaseholder is in default of this Agreement and will be notified in writing of this default. If the outstanding fees are not paid in full within sixty (60) days of the invoiced date, this Agreement may be unilaterally terminated by the County.

5. **Taxes:**

The Leaseholder will pay Smoky Lake County property taxes for the Lease Land directly to Smoky Lake County Taxation Department.

6. **Land Management:**

6.1 **Noxious Weeds:**

The Leaseholder is responsible for weed control on the Lease Land. If a noxious weed as designated under the *Weed Control Act*, is found on the Lease land, the County Agricultural Service Department will notify the leaseholder in accordance with [Policy Statement No. 62-14: Weed Inspection and Weed Notice](#).

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6.2 **Right to Enter:**

The Leaseholder acknowledges that the County may deem it necessary or appropriate, from time to time, to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipelines facilities and transmission lines which will cross the lease land; or to perform such other work upon the Lease Land as may be deemed necessary at the sole discretion of the County, and the agrees that the Leaseholder shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the Leaseholder shall forthwith, upon receiving reasonable notice of the request from the County, execute such further documentation as deemed appropriate in the sole discretion of the County, for the purposes of expediting or permitting any such work within the Lease Land by the County or the nominee of the County.

6.3 **Buildings and Improvements:**

The Leaseholder agrees that it shall not erect any buildings, improvements or structures on the Lease Land, without the express written consent of the County. If the Leaseholder is permitted to erect any buildings, improvements or structures, the same are to be constructed in a work-man-like manner so as to minimize damage to the Lease Land, and the Leaseholder shall, after any such work, restore the Lease Land to a level and condition equivalent to that which existed prior to the commencement of any such construction.

Any improvements (e.g. fencing, animal shelter, etc.) made to the Lease Land, shall be at the sole expense of the Leaseholder and any such improvements shall remain with the Lease Land or be removed from the property upon termination of this Agreement.

7. **Liability:**

7.1 **Insurance:**

A minimum of Two Million Dollars (\$2,000,000.00) personal Liability Insurance with Smoky Lake County as named insured must be maintained for the duration of the lease and shall provide proof of such insurance to the satisfaction of the County upon demand.

7.2 **Indemnification:**

The Leaseholder shall, at all times, indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever that may be lawfully brought or made against the County by reason of anything done by the Leaseholder, your invitees, or agents, whether or not such things are done in the exercise or purposed exercise of the rights herein conferred upon you. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Leaseholder, your invitees, or agents in the performance of this agreement. Such indemnification shall survive termination of this Agreement.

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8. Non-Assignment:

The Leaseholder shall not sublet the Lease Land or any portion thereof, or assign this Agreement, or part with the possession of the Lease Land during the Term.

9. Applicable Law

The issuance of this Agreement by the County does not excuse the Leaseholder from complying with the requirements of any Federal, Provincial, or Municipal legislation, regulations, bylaws and policies and shall apply and bind the parties in any all questions pertaining to this Agreement.

10. Termination:

It is understood by both the County and the Leaseholder, that the County shall have the absolute right and privilege to terminate this Agreement, herein granted, together with all rights contained herein or ancillary thereto.

10.1 County:

10.1.1 The County Reserves the right to terminate this Agreement due to any breach of the Agreement. If the Leaseholder is found in breach of this Agreement, the County reserves the right to not accept future tender bids for lease from the Leaseholder. The County shall give a minimum of sixty (60) days' notice to the Leaseholder of its intent to terminate the Agreement prior to termination.

10.1.2 The County reserves the right to terminate this Agreement in the event it chooses to sell the Lease Land prior to the conclusion of the Term of this Agreement. In such an instance, the Leaseholder shall be given a right of first refusal that shall grant the Leaseholder the right to have the first opportunity to purchase the Lease Land, at the price, and subject to the terms and conditions contained in a third-party offer that the County has expressed a willingness to accept.

10.2 Leaseholder:

If the Leaseholder wishes to vacant the Lease Land before the conclusion of the Term of this Agreement, the Leaseholder will give the County advance written notice of not less than Sixty (60) days of such termination.

11. Notice:

11.1 The County hereby designates and appoints the Planning and Development Manager as the representative for the purposes of this Agreement.

11.2 All notices, invoices and payments referred to herein shall be given in writing and may be personally delivered or mailed by prepaid, registered mail and addressed as follows:

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The County: **Smoky Lake County**
4612 McDougall Drive OR
P.O. Box 310
Smoky Lake, Alberta T0A 3C0

ATTENTION: Planning and Development Manager

The Leaseholder: _____

Phone: (____) _____ or Cellular: (____) _____
Email: _____

The address of either party may be changed from time to time to any other address in Alberta by notice in writing to the other party. All notices and payments sent by prepaid, registered mail shall be deemed to be received by the addressee on the fourth business day following the mailing thereof in any post office in Alberta, except in the case of a postal strike, in which event any notices shall be given by telegram or by personal delivery, as the case may be. In this paragraph, business day means any day except Saturday, Sunday or a Statutory Holiday.

11.3 It is agreed that this written instrument embodies the entire Agreement of the parties hereto in regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

IN WITNESS WHEREOF the parties hereto have executed this document on the date first above written.

SIGNED AND DELIVERED }
in the presence of: } **SMOKY LAKE COUNTY**

Witness _____ C.A.O.

SIGNED AND DELIVERED }
in the presence of: } **LEASEHOLDER**

Witness _____ Leaseholder's Signature

Carried.

Nadine Blaney, Executive Director, Fort Air Partnership, virtually joined the meeting, time 10:29 a.m.

7. Delegation:

Fort Air Partnership Presentation

Present before Council in Chambers from 10:32 a.m. to 10:45 a.m. was Nadine Blaney, Executive Director, Fort Air Partnership, to provide a presentation including but not limited to:

- 10 Airsheds operate 83 continuous air monitoring stations across Alberta.
- Alberta Airshed model:
 - Place-based = local oversight over air quality monitoring and reporting.
 - Collaborative, multi-stakeholder engagement and consensus-based decision-making.
 - Scientific advisory committee comprised of highly skilled and experienced people oversee implementation of monitoring activities.
 - On-going education and engagement of the community.
 - Responsive to local public, government and industry needs.
 - Sustainable, committed funding.
- FAP Structure
 - Independent, not-for-profit, multi-stakeholder organization, established in 2000.
 - Board composed of public, government and industry representatives.
 - Mission: Operate a regional network to monitor and report credible and comprehensive ambient air quality information.
- FAP Roles
 - Collect and report ambient air quality data. Data is used to:
 - Compare to standards and report exceedances.
 - Make decisions on managing air quality.
 - Calculate the Air Quality Health Index.
 - Provide data through live data site.
 - Communicate air quality results to the public and stakeholders.
 - Conduit for information related to air quality effects on health and environment.
- FAP Network
 - Boundary: 4500 km²
 - Monitoring Sites:
 - 10 continuous stations
 - Monitor for 19 different substances and meteorological conditions
 - Hourly data provided 24/7
 - 16 passive monitoring sites
 - Hydrogen Sulfide
 - Sulphur Dioxide
 - 5 Purple Air Sensors
 - Fine Particulate Matter

Nadine Blaney, Executive Director, Fort Air Partnership, virtually left the meeting, time 10:45 a.m.

Fort Air Partnership

373-23: Fenerty

That Smoky Lake County Council accept the presentation provided by the February 15, 2023, Delegation: Nadine Blaney, Executive Director, Fort Air Partnership, as information.

Carried.

One Member of the Public, virtually joined the meeting, time 10:46 a.m.

2023 Alberta Fire Chief Conference and Tradeshow

374-23: Serben

That Smoky Lake County approve to purchase memberships to Alberta Fire Chiefs Association (AFCA) for the County Fire Chief, Deputy Fire Chief and two Elected Officials at a cost in the amount of \$180.00 per person; and authorize two Elected Officials: Councillor Serben and Councillor Cere, to attend the 2023 AFCA Conference and Tradeshow, scheduled for May 28-31, 2023, to be held in Edmonton, Alberta.

Carried.

One Member of the Public, virtually joined the meeting, time 10:52 a.m.

Agricultural Service Board – Policies & Bylaw

375-23: Serben

That Smoky Lake County Council direct Administration to undertake a review of the Agricultural Service Board (ASB) Policies and Bylaw, and provide recommendations to Council with changes to become congruent and align them with each other and the ASB Act; and bring forward new and/or amended legislation to replace or update the ASB Policies and Bylaw for Council’s consideration at a future Council Meeting.

Carried.

2023 Orthophotos for GIS

376-23: Gawalko

That Smoky Lake County Council approve to expend up to the amount of \$109,255.00 from reserves, as part of the Year-2023 Capital Budget, to acquire Year-2023 RGBI digital aerial photography and produce a digital orthophoto of Smoky Lake County for the County’s GIS mapping system; and acknowledge the funds required may be in a lesser amount of \$74,000.00, subject to the application submitted to the 2022-2023 Alberta Community Partnership (ACP) Grant under the “Intermunicipal Collaboration Framework” Component, as per County Council’s September 22, 2022 Motion #1039-22, being successful.

Carried.

Inside Outside Studios and the iHunter Alberta App

377-23: Cere

That Smoky Lake County acknowledge receipt of the 2022 County Map Sales – Annual Report, received from Inside Outside Studios Inc., of Calgary Alberta, in regard to the sale of virtual Smoky Lake County maps sold through their mobile application software: “iHunter Alberta”, reporting a total of 326 maps sold in Year-2022; and approve iHunter to increase the end user map pricing from the amount of \$14.99 to \$19.99 per map, to allow for flexibility to promote sale by offering discounted bundles and discounts for map updates, as per the correspondence from Mark Stenroos of Inside Outside Studios Inc., dated January 12, 2023.

Carried.

Doctor Retention & Recruitment 2023 Budget

378-23: Gawalko

That Smoky Lake County approve the Year-2023 Budget for the Smoky Lake Region’s Doctor Retention and Recruitment Committee, with Smoky Lake County’s contribution in the amount of \$14,640.00 based on 61% of the total budget in the amount of \$24,000.00 as recommended at the Doctor Retention and Recruitment Committee meeting held on January 30, 2023, with the following cost-sharing percentage funding formula:

Municipality	Percentage	Amount
Smoky Lake County	61%	\$ 14,640.00
Town of Smoky Lake	26%	\$ 6,240.00
Village of Vilna	7%	\$ 1,680.00
Village of Waskatenau	6%	\$ 1,440.00
Year-2023 Doctor RETENTION Total Budget:		\$ 24,000.00

Carried.

Policy Statement No. 05-05-02: Doctor Retention & Recruitment Committee Terms of Reference

379-23: Fenerty

That Smoky Lake County Council direct Administration to undertake a review of Policy Statement No. 05-05-02: Doctor Retention and Recruitment Committee - Terms of Reference, to become congruent with the current state of the Committee; and bring forward an amended policy for Council’s consideration at a future Council Meeting.

Carried.

Lakeland Agricultural Research Association (LARA) Agreement for 2023

380-23: Fenerty

That Smoky Lake County execute an agreement with Lakeland Agricultural Research Association (LARA) for Year-2023 and provide funds in the amount of \$55,000.00 to LARA, for the provision of enhanced extension programming to Smoky Lake County producers to meet the County’s obligations under the Resource Management Stream of the Provincial Agricultural Service Board (ASB) Grant.

Carried.

Addition to the Agenda:

RhPAP’s 2023 Rhapsody Rural Physician Award – Letter of Support

381-23: Halisky

That Smoky Lake County provide a letter of support to the Town of Smoky Lake (Managing Partner of the Doctor Retention and Recruitment Committee), for their submission to the Rural Health Professional Action Plan (RhPAP) 2023 Rhapsody Rural Physician Awards, by the application deadline of February 28, 2023, to nominate Doctor Anton Raubenheimer, Doctor Stephen Raubenheimer, Doctor Hendrick Lorens, and Medical Staff of the Raubenheimer Medical Clinic, recognizing their contributions towards our community and for providing outstanding patient care.

Carried.

11:31 to 11:31 a.m.

9. Public Question and Answer Period:

None.

One Member of the Public, virtually left the meeting, time 11:36 a.m.

5. Issues for Information:

Chief Administrative Officer’s Report

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
LEGISLATIVE / GOVERNANCE			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>Stony Creek/Beaver Dams/Saddle Lake: This request has taken considerable time administratively to review and sort out. A meeting request by Council to be arranged between the County and Saddle Lake Cree Nation to discuss the issue. A date of November 16, 2022 at 10:00 am was set.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The Nation cancelled and had not yet provided alternate dates for consideration. 	Sept 25/22		
<p>Administrative Efficiencies: The Council tasked the CAO with reviewing administrative processes with the goal of attaining and gaining efficiencies in time spent by administration on reports, meetings, etc.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The CAO has prepared a report for Council to review and adopt recommendations. 	Oct 15/22		
<p>Replacement of Fire Apparatus: The Waskatenau pump truck was severely damaged as a result of the pump casing freezing. The estimated cost of repair may be in excess of \$90,000 on a truck which is 15 years old. The Committee met and recommended that the funds be expended to repair the truck and to order a new pump truck. The CAO is tasked with the administration of the Smoky Lake Fire Department. with reviewing administrative processes with the goal of attaining and gaining efficiencies in time spent by administration on reports, meetings, etc.</p> <p>Project progress:</p> <p>The CAO has prepared a report for Council to review and adopt recommendations.</p>			
<p>Fire and Rescues Committee Meeting: Review of the TSI report on Implementation.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The first CAO meeting was held on January 31, 2023. Meetings are generally planned every 3 weeks or so. The First meeting established a basic flowchart of the organization of the department and started work on rationalizing a funding formula model and the likely need for an Advisory Committee to deal with member queries concerning financial issues. 	Dec 20/22	Ongoing	

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
ADMINISTRATIVE			
Projects	Date In Progress	Date Outstanding	Date Completed
Managers Meetings – Every Monday Morning			Ongoing
<p>Bonnie Lake Resort – The County signed off on the easement agreement for the gas lines. The Construction Completion Inspection is due to be scheduled in the spring.</p> <p>Project progress:</p> <ul style="list-style-type: none"> No change since last report. Bascor is requesting that the County winter blade the roads for customer access through a similar agreement executed last winter. 	Oct 13/22		
<p>Surface Lease Discussion Managers: A management meeting was held to review, discuss and develop methodologies to address Council concerns in the development of a Surface Lease project.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Administration is currently working on the revision of the language in the policy. The Policy Committee provided recommendations. 	Aug 22/22 Aug 31/22		
<p>Snow Clearing - Driveways: At a policy Committee meeting held on February 08, 2023, the Committee reviewed the snow clearing policy pertaining to the flag system. The preference is to evaluate and revise the existing policy to provide flags for singular events and develop a recommended cost (per event) for a 200 m length driveway, which is the current policy.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Administration is currently working on the revision of the language in the policy. Administration is also gathering example policies from other Counties to assist with the framework of the flag program. The expected completion and adoption is anticipated to be April 2023. 	Feb 08/23		
<p>Cold Weather Policy: At a policy Committee meeting held on February 08, 2023, the Committee reviewed the existing Cold Weather Policy currently in force at the County. The points of concern was that County equipment do not mobilize past -32 C (including wind chill) while other organizations such as Aspen School Division have a mobilization threshold of -40 C.</p>	Feb 08/23		

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
<p>Project progress:</p> <ul style="list-style-type: none"> Administration is currently working on the revision of the language in the policy. Administration is also gathering example policies from other Counties to assist with the framework of the flag program. The expected completion and adoption is anticipated to be April or May 2023. 			
<p>Regional Engineering Standards (ACP): Met with team, legal and Admins regarding the project.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The project may have a schedule adjustment due to an absence of the project engineer. Associated Engineering has proposed an ambitious schedule to meet the County's goals. 	Ongoing		
<p>Northern Lights RV Park – Ongoing meetings and issues.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The County has met with the proponents in reference to satisfying the SDAB decision conditions. 	Ongoing		
<p>Drive Happiness: Attended a session for the implementation of the program.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The County will be proceeding to post information about the program on the County website and social media. 	Ongoing		
<p>Joint Health and Safety Committee Meeting</p> <p>Project progress:</p> <ul style="list-style-type: none"> Nothing tasked to the County CAO. 			
<p>Ukrainian Twinning Meeting/Kosiv</p> <p>Project progress:</p> <ul style="list-style-type: none"> Nothing tasked to the County CAO. 			
<p>RCDC/CEDO Meeting: A meeting was held to discuss the resignation of the CEDO and the interim work the CEDO will be undertaking in the transition</p>	Ongoing		

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
<p>period. The RCDC will be looking to review itself as a Committee and re-evaluate purpose and priorities.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Nothing tasked to the County CAO. 			
<p>Fire and Rescues Committee Meeting: Review of the TSI report on Implementation.</p> <p>Project progress:</p> <ul style="list-style-type: none"> All motions have been received and a meeting of the CAO Committee is being established. Needing to provide TSI with approval to proceed with the 3rd phase of the project – preparation of the Master Plan. 	Ongoing		
<p>Waskatenau Intermunicipal Agreement: This project was initially required as a result of the proposed development along the south side of the Hwy 28 adjacent to Waskatenau. There is a requirement to connect to the municipal services. The bylaw was presented and approved.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Planning and Development is reviewing the service locations with the Village and preparing R/W agreements between the Village and Customer and County and Customer. 	Ongoing		
<p>Broadband Project: Early in 2022, in conjunction to the announced funding by the Federal and Provincial governments, Council stated a desire to develop a project (or projects) to utilize this funding to provide better service within the County. Administration suggested that the County could contract the services of a consultant to determine needs within the County (including some periphery partners) and develop a strategy which could be used as the basis for a grant application. Council chose to invite representatives from service providers to speak with Council directly, as it was felt that these representatives would have industry knowledge of our area needs and could best recommend projects.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The County is reviewing with MCSNet their proposed plan and provide a motion of 50% funding support for the study/design phase of the project through the NRED grant program. 			
<p>UFA/Canoe – Missing Fuel: Met with representatives of UFA and Canoe to discuss the ramifications of the missing fuel. Canoe is the</p>	Ongoing		

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
<p>procurement/invoicing agency to the County and UFA is the supplier of fuel to Canoe.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The parties have agreed that they will be preparing revised invoices for the County. The County will be providing a listing of legitimate fuel usage from that unit. UFA is in the process of changing protocols of expired cards. UFA is going to provide the County with a listing of the concentration of winter additive and temperature rating of winter fuel in the future. 			
HWY 28/63 COMMISSION			
Hwy 28/63 Board meeting			Dec 19/22
<p>Hwy 28/63 Legal: A substantial amount of time is now going to be required as a result of trying to finalize the last 5% of the project. The Commission will need to apply for renewal of dispositions while working to finalize agreements to satisfy legal obligations and requirements.</p>	Jan 20/23	Ongoing	
FINANCIAL			
	Date In Progress	Date Outstanding	Date Completed
<p>2023 Budget (Council) Meeting – The interim budget was adopted on Dec 14, 2022. The Council also tasked the CAO/Administration to review the budget of reducing the operating budget by 5% and providing impacts of that reduction prior to the adoption of the final budget.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The Council reviewed the impacts of a 5% reduction with Department Managers and reviewed the budget in a workshop setting. The workshop re-affirmed that a reduction of that nature could not occur with a significant reduction of existing services. In the Strategic Plan the Council affirmed to maintain existing service levels. The next step will be to continue to review finances and strive for efficiencies wherever possible without compromising municipal service levels and to review programs to see whether levies for services can be adjusted to become a recoverable fee for service program. No change since last report. The County completed and efficiencies report for Council. 	Ongoing		
HUMAN RESOURCES			
	Date	Date	Date

Chief Administrative Officer			
Report Period: Jan 20, 2022 to Feb 09, 2023			
Projects	In Progress	Outstanding	Completed
Welder: The County welder position has not been filled. Applicants report that the County wages scale are too low. Project progress: <ul style="list-style-type: none"> Administration will be undertaking a second round of advertisements. We are utilizing the services of a casual employee to fill in for the interim period. 	Ongoing		
Public Works Manager: The Public Works Manager provided notice of retirement with a last day of Friday, April 28, 2023. Project progress: <ul style="list-style-type: none"> Administration is currently advertising for the position. 	Jan 13/23		
COMMUNITY			
Projects	Date In Progress	Date Outstanding	Date Completed
TRAINING			
COUNTY STRATEGIC PLAN			
Strategic Plan: A Strategic Plan is Council's plan for the next 3 years and beyond. It is a critical document for the CAO and Administration to prepare plans and budgets. Project progress: <ul style="list-style-type: none"> The draft strategic plan was presented to Council at the Jan 2023 meeting. The Council requested a public open house to roll out to the public on February 27, 2023 at 7:00 at Chambers and virtually. Once adopted, the CAO will then prepare the operational target/milestone report as well as the financial impact. The Council is already implementing some of the strategies such as lobby and priority planning. 	Ongoing		
Signature: Gene Sobolewski		County Council Meeting: Feb 09, 2023	

Administrative Efficiencies

382-23: Serben

That Smoky Lake County Council approve the Chief Administrative Officer's Efficiencies Report, dated February 9, 2023 with the following 22 recommendations:

1. Aggregate Council meetings to two regular meetings per month. Department meetings, MPC, public hearings, and other items can be scheduled into predictable agendas.
2. Agendas. Agendas can be prepared into concise formats. RFD's (including recommendations for motions) and detailed information is contained within the Council package itself and is not required to be expressly shown on the agenda. The agenda can easily be re-formatted to save room, space and paper. The Policy 01-26-05 may need to be refined slightly. See Figure 3.0 Sample Agenda.
3. Meeting Time Management. There are some courses, tips and tricks which can be utilized to save time and speed up agendas. Council should consider implementing programs.
4. Discontinue "Environment & Parks" Council Meetings. This item would be deferred to a Regular Council meeting.
5. Discontinue "Fire Protective Services" Council Meetings. This item would be deferred to a Regular Council meeting.
6. "Agricultural Service Board". Meetings only address legislated Board matters and not to be considered as a departmental meeting. Agricultural Department matters would go to a Regular Council meeting.
7. Discontinue "Natural Gas Committee" Council Meetings. This item would be deferred to a Regular Council meeting.
8. Manager Reports. Manager reports would be presented at a Council meeting (see Figure 3.0). The Manager would present a concise report and answer questions from Council. A presentation should take no more than 10 minutes in duration unless there is a specific emerging issue, which then should be presented as an agenda item as opposed to in a manager report.
9. Manager Report Forms. The reporting forms for Manager reports should revert back to the simple Word.doc form prescribed under Policy 01-30-03.
10. Manager Report Schedule and Duration. The Manager reports should be scheduled at a specific time once per month during a regular Council meeting.

Ideally, the time allocation for presentation should be 10 minutes with a maximum allocation of 15 minutes with questions.

11. Joint Municipalities Meeting. Consider holding the “informational and dinner” Joint Municipalities Meeting once per year. A meeting is always available through the call of the Chair. County staff are responsible for preparation of agendas, collection and copying of reports, and preparation of minutes for these meetings. Another alternative is that a Chair from a different municipality can be appointed annually on a rotating basis and the responsibility for the preparation of agendas, minutes, etc., would fall onto administration of that municipality.
12. Clean up and organize the G-drive. The G-drive should be a repository for all municipal files and should be organized by the Department and then broken into required subdirectories. Names of individuals should be removed and replaced with logical sequencing of directories and sub-directories starting with the Department. Access to the G-drive should be “read-only” for all employees except those who are assigned the duties of archiving and management of the G-drive.
13. Create Templates. Establish templates in Word for various documents such as letters, forms, RFDs, Memos, Policies, Minutes, etc.
14. RFD’s. Implement an RFD standard such that all RFD’s have a review process to ensure that the format is correct, that it is prepared for the correct meeting, and it contains a staff recommending motion.
15. Amend Policy 01-27-02. Amend the Request for Decision for by refining the format into a simple template form (no colour borders, etc.) by reducing the wasted space/ink and shortening the detail. The RFD itself should be a short executive summary of the matter being dealt with and refrain from containing excessive background information. That information would be contained as part of the background.
16. Follow Policy M-01-30-03. Utilize Monthly Departmental Reports prescribed in policy.
17. Bylaw/Policy Numbering. Utilize excel for recording and managing Bylaw and Policy numbering such that sequencing is logical and simple.
18. Filing System. Amend the filing system such that a logical and simple naming/numbering convention is implemented based on department and sub-categories based on accepted industry conventions.
19. Naming Convention. As part of the G-drive and filing system, implement a standard naming convention for all documents produced by the County and require a footer with the file location on word documents. This is a simple code which can be implemented as part of the template.
20. Replace Cascade. The County should review the reason as to the actual need and reasons Cascade was originally procured and whether the software actually meets the needs of the County.
21. Succession/Business Continuity. Identify contingency plans for business continuity in the absence of any employee.
22. Amend ASB Policies 62-14 and 62-20. ASB Policies 62-14 and 62-20 need to be amended to reflect the conditions specified in Bylaw 1411-22. At the moment, these documents are not congruent with each other, and they are essentially orphaned documents with are not tied to each other, resulting in confusion and misleading direction.

Carried.

Highway 28/63 Regional Water Services Commission – Compensation to CAO

383-23: Gawalko

That Smoky Lake County Council approve to compensate the Chief Administrative Officer: Gene Sobolewski, in the amount of \$500.00 per month, effective March 1, 2023, until his services cease as the appointed Manager of the Highway 28/63 Regional Water Services Commission and acknowledge the compensation amount is allocated from funds received from the Commission to manage it.

Carried.

Review of Bylaw No. 1400-21 County Procedural Bylaw

384-23: Serben

That Smoky Lake County Council direct Administration to undertake a review of Bylaw No. 1400-21: County Procedural Bylaw, for redundancies; and bring forward updated legislation for Council’s consideration at future Council Meeting.

Carried.

Pursue a Meeting with Minister of Indigenous Relations - Range Road 130

385-23: Halisky

That Smoky Lake County pursue a meeting with the Minister of Indigenous Relations, Rick Wilson, to discuss a proposed project to improve Range Road 130, from Highway 28 to Whitefish Lake First Nation #128.

Carried.

Financial Statements

As annexed to the minutes:

↳ Financial Statement: **December 2022.**

Action List(s)

Action Lists:

- i. County Council Departmental Meeting – January 24, 2023.
- ii. Special Council Meeting – January 24, 2023.
- iii. County Council Meeting – January 26, 2023.

Chief Administrative Officer's Report

386-23: Serben

That Smoky Lake County's Chief Administrative Officer's report for the period of January 20, 2023, to February 9, 2023, be accepted and filed for information.

Carried.

One Member of the Public, virtually joined the meeting, time 12:04 p.m.

Lydia Cielin, Assistant Chief Administrative Officer, left the meeting, time 12:04 p.m.

5. Issues for Information:

Finance Manager's Report:

Actual to Budget Report

Brenda Adamson, Finance Manager, presented an updated Financial Report for the period ending February 8, 2023.

Finance Manager's Report

387-23: Gawalko

That Smoky Lake County's Finance Manager's report for the period ending February 8, 2023, be accepted, and filed for information.

Carried.

Meeting Recessed

Meeting recessed for Lunch, time 12:08 p.m.

Meeting Reconvened

The meeting reconvened on a call to order by Reeve Lorne Halisky at 12:46 p.m. in the physical presence of all Council members, the Chief Administrative Officer, Finance Manager, and the virtual presence of the Planning & Development Manager, Planning Technician, Assistant Agricultural Fieldman, Natural Gas Manager, Communications Officer, Recording Secretary, GIS Operator, and 1 Member of the Public.

One Member of the Public virtually joined the meeting time 12:52 p.m.

Division One Councillor's Report on various Committees, Boards and Commissions

Dan Gawalko – Deputy Reeve & Division One Councillor's report from various Committees, Boards and Commissions:

Councillor Report

Dan Gawalko Division one

- January 26 2023 attended Vilna/Bellis citizens on patrol COPs annual general meeting elections took place and Ron Cyr is chair ,Mary Lou Savik is vice chair, Leroy Kunyk is secretary, Leanne Schoepgens is treasurer and the two directors are Marlean Skoreyko and Gloria Dombowsky. No RCMP or fish and wildlife officers were present, I gave my report, fund raising was discussed and they will be having another meat raffle in 2023 and a short discussion about the Vilna fair and what the club could entertain, Leanne presented the financial report.

Division Two Councillor's Report on various Committees, Boards and Commissions

Linda Fenerty – Division Two Councillor's written report from various Committees, Boards and Commissions:

No report.

Division Three Councillor's Report on various Committees, Boards and Commissions

Dominique Cere – Division Three Councillor written report from various Committees, Boards and Commissions:

Councillor Report
January 26 – February 6, 2023

Jan. 27, 2023 RMA District 5 Meeting

- Attended virtually.

Jan. 31, 2023 SL Foundation Regular Board Meeting

- Managers provided monthly reports and provided Board members clarification upon request
- Financial report reviewed and discussed
- CAO report presented
- Board member related community report included an update on the recent Doctor Retention meeting
- Information items included the ASCHA convention, Lodge Activity Coordinators Association convention, Save the Date from November for the Lodge Manager's Association, a follow-up letter sent to Minister Nixon from ASCHA, a Q&A information sheet relating to Changes to Social Housing Rental Rates and Senior Lodge Rates, and a Budget Letter from Alberta Seniors, Community & Social Services.
- New Business looked at the concept of a sample employment contract.

Feb. 02, 2023 Intermunicipal Development Plan Committee Meeting

- Attended in chambers.

Respectfully submitted,

Dominique Cere
Division 3

Reeve – Division Four Councillor’s Report on various Committees, Boards & Commissions
Lorne Halisky – Reeve and Division Four Councillor’s report from various Committees, Boards and Commissions:



Reeve’s Report
January 17, 2023 to February 6, 2023

January 17-19, 2023 – ASB Provincial Conference held in Grand Prairie (Dan, Lorne, Linda and Jered in-person)

- Meet and Greet with Ministers, MPs, and MLAs.
- Sessions included: The Future is Northern, Provincial ASB Program Update, Alberta’s Future Hydrogen Economy, Canadian Agriculture in the Indo-Pacific: Balancing the US and China, Cattle Value Chain: Problems and Resolutions, The Importance of Market Access for Canadian Crops, Black Swans: Flight, Fight or Fright and Future of Canadian Agriculture, State of the Agricultural Carbon Markets, Celebrating the Diversity of Agriculture.

January 20, 2023 – Broadband discussion with MCSNet, virtual (Lorne & Dan)

- MCSNet identified several possible opportunities that frame into an application for an Alberta Broadband Fund (Northern Regional Economic Development - NRED) grant and requested support of the application from the County.

January 20, 2023 – Northeast Mayors, Reeves, and Indigenous Leaders Caucus Subcommittee Meeting, virtual (Lorne)

- A discussion was held on hiring a lobbyist for Highway 28 resurfacing, additional lanes etc. including a funding formula and next steps.

January 24, 2023 – Council Departmental Meeting, in Chambers/virtual (All Council in-person)

- Received reports from Management on their activities and projects.
- Discussions led to the need for policy review in respect to cold weather equipment mobilization and County facility security.
- Requested an update on the Disaster Services Plan to be brought to the March meeting.
- Provided direction to create a bylaw to amend the Land Use Bylaw and remove the provisions which regulate RVs in hamlets and on lake lots, and instead establish a stand-alone Penalties Bylaw with enforceable fines and penalties.

January 24, 2023 – Council Special Meeting, in Chambers/virtual (All Council in-person)

- Approved to support and commit \$125,000, funded from reserves towards a proposed project titled: Broadband and Economic Needs Assessment, subject to receiving the Alberta Government’s Northern Regional Economic Development (NRED) Program’s matching (50%) funds for the said project estimated to cost in the total amount of \$250,000.

January 25, 2023 – Smoky Lake Regional Fire & Rescue Meeting, in Chambers/virtual (Lorne, Linda, Jered & Dominique in-person)

- Lorne Halisky acclaimed as chairperson and Linda Fenerty acclaimed as vice-chairperson.
- Recommended Smoky Lake County Council approve to repair Waskatenau Fire Department Engine Unit 403, at a cost not exceed \$92,654.65 and to proceed to procure a new custom spec frontline pumper firetruck to replace Waskatenau Fire Department Engine Unit 403.

January 26, 2023 – Regular Council Meeting, in Chambers/virtual (All Council in-person)

- First Reading given to Bylaw No. 1429-23: Road Closure- Undeveloped Government Road Allowance; East Side of River Lot 10 (Victoria Settlement).
- Second Reading given to Bylaw No. 1430-23: Planning & Development Public Hearing Procedures.
- Third & Final Reading given to Bylaw No. 1431-23: Planning & Development Fees.
- Adopted Policy Statement No. 07-09-01: Alberta Bilingual Municipalities Association (ABMA) - Liaison Committee Terms of Reference.

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- Adopted Policy Statement No. 04-05-01: North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee Terms of Reference.
- Third & Final Reading given to Bylaw No. 1428-23: Solid Waste Regulations and Fines.
- Amended Policy Statement No. 03-18-18: Five-Year Road Plan.
- Approve \$2,000 towards Northeast Mayors Reeve & Indigenous Leader Caucus’ advocacy and lobbying efforts.
- Approved \$1,000 of FCSS funding to Royal Canadian Legion Branch 227.
- Approved \$4,000 to the Smoky Lake Trail Twisters for winter grooming the Iron Horse Trail in 2022 & 2023.
- Approved a \$1,230.50 membership to North Saskatchewan Watershed Alliance (NSWA).
- Approved \$500 towards 7th Annual Randy Russ Memorial Barrel Race, scheduled for August 6-7, 2023, in Bellis.
- Approve to repair Waskatenau Fire Department Engine Unit 403, at a cost to not exceed \$92,654.65 and to proceed to procure a new custom spec frontline pumper firetruck to replace Waskatenau Fire Department Engine Unit 403.

January 27, 2023 – RMA District 5 Meeting, in Kinsella & virtual (Lorne, Dan in-person and Dominique Jered, Linda virtual)

- Speakers included: Brownlee LLP, Inspections Group, Claystone Waste, Municipal Planning Services, MLA Jackie Lovely, MRF, Capital I Industries, and Consulting Engineers of Alberta (CEA).
- Adopted the 2022 Financial Statements & waived the 2023 Membership fees.
- Received reports from RMA’s president, director, and representatives.
- Resolved to advocate Smoky Lake County’s Resolution that the Government of Alberta continue to prioritize increased access to Open Date for municipalities.
- Resolved to advocate Strathcona County’s resolution that the RMA, Gov of Alberta, and Gov of Canada, increase their commitment to support and resource the current hydrogen initiatives in all of Alberta to assist Alberta and its innovative energy industry partners to become leaders in the developing hydrogen economy.

January 30, 2023 – Northeast Mayors, Reeves, and Indigenous Leaders Caucus Subcommittee Meeting, virtual (Lorne)

- A discussion was held with Canadian Strategy Group “lobbyist” for Highway 28 resurfacing, additional lanes etc. including setting up funding and next steps such as meeting on the Government of Alberta Parliament Grounds etc.

January 30, 2023 – Doctor Retention & Recruitment Meeting, virtual (Lorne, Dan in-person & Dominique virtual)

- Lorne Halisky acclaimed as chairperson and Amy Cherniwchan acclaimed as vice-chairperson.
- Provided a letter of support of the application for grant funding for the Northern Regional Economic Development Program with a specific focus on the funding stream of support for labour force attraction and retention.
- Financial Overview was discussed with \$17,249.63 in Operation Budget and \$109,114.79 in Surplus.
- 2023 Budget was discussed, and a motion was made to move the \$17,249.63 from the Operation Budget to Surplus for Doctor Recruitment Initiatives and approve the 2023 Budget of \$24,000.00.
- RhPAP, Anita Fagnan gave an update on the student education with local school’s program, RHAPSODY Award process, bursaries/subsidies for medical students, Rural Community

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Development and Engagement Team which assist to attract, attain, and integrate health-care professionals in rural Alberta.

January 31, 2023 – Regional Community Development Committee (RCDC) in Chambers/virtual, (Lorne, Jered in-person)

- Accepted with regret the resignation of Michelle Wright as the CEDO.
- Reviewed the strategic priorities chart and proposed interim workplan.

February 1, 2023 – NSWA North Saskatchewan Water Alliance Webinar, virtual (Lorne)

- Discussion on Fresh Water Health Index and Collaborative Governance by a team of hydrologists, ecologists and freshwater biologists developing tools and technical support on water resources management.

February 2, 2023 – Hwy 28/63 Regional Water Services Commission, in Chambers/virtual (Lorne & Dan in-person)

- Received update reports from the Commission Manager, Finance Manager, and Engineer.
- Held an in-camera session to discuss a legal issue in respect to Whitefish Lake First Nation #128 off-reserve reservoir project.

February 2, 2023 – Town & County Intermunicipal Development Plan (IDP) Committee in Chambers/virtual (Lorne, Jered & Dominique in-person)

- Lorne Halisky acclaimed as chairperson and Amy Cherniwchan acclaimed as vice-chairperson.
- Recommended scheduling a Joint Public Hearing for the County and Town IDP Bylaws after the Town has given first reading to their bylaw, and then consider completing all three readings.

For more information, please visit the Smoky Lake County Website under Council Meeting Minutes and Agendas. www.smokylakecounty.ab.ca

Yours Truly,
Lorne Halisky, Smoky Lake County Reeve, and Councillor Division 4

Division Five Councillor's Report on various Committees, Boards and Commissions

Jerred Serben – Division Five Councillor written report from various Committees, Boards and Commissions:

Councillor's Report

Division five, Jerred Serben

January 25th – February 2023

Smoky Lake Foundation, January 31st

Jerred and Dominique

- Formalities: Agenda, past meeting minutes approved
- Manager's reports and discussion regarding reports
- MOTION: Cere; To address residents at the next Bar V Nook resident meeting and ask for ideas for topics for guest speaker. (This motion stems from previous discussions about resident respect issues)
- AHS is currently working on standardizing HCA (health-care aides) procedure/practices
- MOTION: Prockiw-Zarusky; Directing the CAO Leslie to provide an in writing update regarding the agreement with Eagle Hill Foundation is nullified
- Lock boxes with keys for EMS are being installed by February 1st
- CPR staff training will be completed for Smoky Lake by mid-February and by the end of February for Vilna. *Note: Previous motion was that CPR training for at least one staff member per shift be completed by January 31st
- Warren reported that Doctor recruitment/retention committee is considering expanding to include other healthcare providers
- Cere reported that she attended Friends of Bar V Nook meeting. They're seeking volunteers, AGM to be held in February
- ASCHA convention is in Edmonton, April 3-5. Who can attend, attend
- Serben and Warren have been appointed to consult with legal regarding building an employment contract for the CAO Leslie. Currently the CAO has a letter of employment. Contracts vs letter's of employment will be required for new managing staff moving forward
- MOTION: Cere; That the Chair and Vice Chair consult legal advice regarding a CAO employment contract and present at the next regular board meeting

- MOTION: Serben; That the CAO be directed to use an employee contract for administrative and management new hires moving forward, and to consult with legal as required
- MOTION: Warren; That the BOD ratify the actions of the negotiating committee and the agreement reached with CUPE Local 461 to revise the Collective Agreement beginning January 1st, 2022 and ending December 31st, 2024
- Adjourned 11:57 am

Pumpkin Patch Daycare, February 6th

- Continue to streamline to online services; payroll, CRA, etc.
- Ongoing staffing issues. Need level 2 and 3 to mitigate 25 family waiting list
- Building plan/package to recruit and retain staff. Build a career environment
- August first HAK school demolition
- Closing 2 weeks, one week in July and one in August to pack and unpack into new school

Meetings and Committees

- Jan. 25th Smoky Lake Region Fire and Rescue
- Jan. 26th County Regular Council meeting
- Jan. 27th RMA District five (Zoom)
- Jan. 31st Smoky Lake Foundation
- Jan. 31st RCDC (Zoom, in person)
- Feb. 2nd IDP Town and County
- Feb. 6th Pumpkin Patch Daycare
- Feb. 7th County Policy
- Feb. 8th Doctor meet and greet, SL complex
- Feb 9. Council Workshop

Supplemental Information from Various Committees, Boards and Commissions

Pumpkin Patch Daycare

388-23: Serben That Smoky Lake County promote the Pumpkin Patch Daycare employment opportunities on the County's social media, offering part-time and full-time positions for Levels 1, 2, and 3 Childcare Workers, at the Pumpkin Patch Daycare in Smoky Lake.

Carried.

Dawn Phillips, Chief Administrative Officer, Town of Smoky Lake, virtually joined the meeting, time 12:58 p.m.

Councillors Reports on Various Committees, Boards and Commissions

389-23: Fenerty That Smoky Lake County's Reeve Report received for the period of January 16, 2023, to February 6, 2023, be posted to the County's website and the Councillors reports on various committees, boards and commissions, be accepted as presented.

Carried.

6. Correspondence:

Ruthenia School Municipal Historic Resource Conservation Funding - Letter of Support

390-23: Serben That Smoky Lake County approve action taken in providing a letter of support to Carina Naranjilla, Grant Program Coordinator, Government of Alberta, Heritage Division, dated January 30, 2023, for grant funding towards the Smoky Lake Region Heritage Board's Ruthenia School Municipal Historic Resource conservation project.

Carried.

One Member of the Public, virtually joined the meeting, time 1:00 p.m.

Victoria Trail Agricultural Society

391-23: Serben That Smoky Lake County provide a letter of support as requested in an email from Don Macyk, dated February 6, 2023, for their application for funding towards the Victoria Trail Agricultural Society, project: Phase 3 of Repurposing of the Arena, to complete long term sustainability of the facility by replacing the outer surface of the building, removing the skylights and weather sealing the building.

Carried.

Whitefish Lake First Nation #128

392-23: Gawalko That Smoky Lake County Council approve action taken in extending a letter invitation to dialogue to Chief Stan Houle, Whitefish Lake First Nation #128, dated January 10, 2023; and approve action taken in Council attending the resulting meeting held at Whitefish Lake First Nation #128, on February 13, 2023.

Carried.

ALGC - Closure of Camrose Casino

393-23: Serben That Smoky Lake County provide a letter of concern in response to the cc'd letter received to Wyatt Skovron, Manager of Policy and Advocacy, Rural Municipalities of Alberta (RMA), dated February 3, 2023, to provide input on the impacts of the possible closure of Camrose Casino, and Cc the responsible Minister(s), MLA and Smoky Lake Region Chamber of Commerce, as Casinos provide many local volunteers groups and non-profit organizations with funding.

Carried.

Federation of Alberta Gas Co-ops Ltd – Zone 3 & 4 Meeting

394-23: Gawalko

That Smoky Lake County Council & relevant Staff who can attend – attend the Federation of Alberta Gas Co-ops Ltd. 2023 Spring Zone 3 & 4 Meeting, scheduled for March 23, 2023, at 10:00 a.m. at Two Hills Centennial Hall, Two Hills.

Carried.

7. Delegation:

Smoky Lake Youth Council

Present before Council in Chambers from 1:07 p.m. to 1:22 p.m. was Rachele Amyotte, Town of Smoky Lake’s Family & Community Support Services (FCSS) Program Coordinator, to provide a presentation in respect to the Smoky Lake Youth Council, including but not limited to the following information:

By the youth,
for the youth.

YOUTH BE HEARD

- ✓ Bringing the voice of the youth together
- ✓ Improving services and programs that directly affect young people
- ✓ Promote initiatives to support the well-being and engagement of youth in our community

Advisory Body Composition

Members	Positions	Meetings
<ul style="list-style-type: none"> Age 12-19 years (Grade 7-12) Open to ALL youth who live in Smoky Lake Town and/or Smoky Lake County Min. of 3, with a max. of 20 members 	<ul style="list-style-type: none"> 4 executive members Elections held to form the executive team Decision making made by majority vote 	<ul style="list-style-type: none"> 1st Tuesday of every month (1.5 hrs) Meetings held min. 10x/year Incremental meetings as needed

Partnership Opportunities

Initiatives
Community Showcase
Pumpkin Festival Kids Zone
Truth & Reconciliation Day
2022 Team Building Wrap-Up Event

Training
Virtual Mental Health Summit (HEADSTRONG)
Leadership Training (EmpoweredME)

1 Youth Development

2 Budget Contribution

3 Council Exposure & Participation

4 Administrative Support

5 ...and future growth!

BOLD GOAL!

YOUTH CENTRE

Provide a welcoming space for learning, growing, building relationships, having fun and accessing supports to foster fulfillment.

DREAMBIG

One Member of the Public, virtually left the meeting, time 1:15 p.m.

One Member of the Public, virtually joined the meeting, time 1:19 p.m.

Smoky Lake Youth Council

395-23: Fenerty

That Smoky Lake County accept the presentation provided by the February 15, 2023, Delegation: Rachele Amyotte, Town of Smoky Lake's Family & Community Support Services (FCSS) Program Coordinator, in respect to the Smoky Lake Youth Council, as information.

Carried.

Addition to the Agenda:

YMTD "You Make the Difference" Campaign

396-23: Serben

That Smoky Lake County Council who can attend – attend the 2023 "You Make the Difference" (YMTD) Rural Community Action Campaign Tour event powered by Ian Hill (The Changing Point), to learn about a creative approach to engage, inspire, and equip the people who make a difference in our communities, being held at the Smoky Lake curling rink on February 22, 2023, from 11:00 a.m. to 1:00 p.m., sponsored by Smoky Lake FCSS & Community Futures.

Carried.

8. Executive Session:

No Executive Session.

9. Information Release:

Monthly Release of Information

397-23: Gawalko

That the following correspondence released to Smoky Lake County Council in accordance with Policy Statement No. 01-28-02: Council - Request for Information, during the months of January & February 2023, be filed for information:

- R07-23: Aspen View Board Highlights –January 19, 2023.
- R08-23: RMA: Contact Newsletter: January 20, 2023.
- R09-23: Evergreen Agenda Package – December 15, 2022.
- R10-23: North Saskatchewan Watershed Alliance - Wetland Education Sponsorship/Training Opportunity from March 13th to April 9th.
- R11-23: Vilna COPs Meeting Minutes- November 16, 2022.
- R12-23: RMA: Contact Newsletter: January 27, 2023.
- R13-23: NSWA Newsletter – January 2023.
- R14-23: LICA – Winter Bird Monitoring.
- R15-23: RMA President Update – January 2023.
- R16-23: RMA: Contact Newsletter: February 3, 2023.
- R17-23: Chamber of Commerce Membership Certificate.
- R18-23: Waskatenau Pryveet Club Minutes: January 25, 2023.
- R19-23: Waskatenau Pryveet Club Agenda: February 22, 2023.
- R20-23: Letter of Support from Town of Smoky Lake, dated February 6, 2023: Appeal of Denied Application to Relocate Camrose Casino to South Edmonton.

Carried.

10. Bills & Accounts:

398-23: Gawalko

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

County Council Meeting: February 15, 2023

Batch #	Cheque Numbers	Total of Batch
PMCHQ095	52936 to 52966	\$303,052.11
PMCHQ096	52967 to 52968	\$33,929.20
PMCHQ097	52969 to 53000	\$1,085,281.36
Total Cheques from 52936 to 53000		\$1,422,262.67

Batch #	EFT Numbers	Total of Batch
230123	583 to 603	\$85,963.75
230201	604 to 613	\$71,789.13
Total EFTs from 583 to 613		\$157,752.88

Direct Debit Register

Batch #	Description	Total of Batch
PMPAY034	My HAS	\$348.06
PMPAY035	My HAS	\$653.14
PMPAY036	My HAS	\$837.73
Total Direct Debits from 034 to 036		\$1,838.93

Grand Total Bills and Accounts <i>(Note: From General Account)</i>	\$1,581,854.48
--	-----------------------

Carried.

11. Date and Time of Next Meeting(s):

Schedule Policy Committee Meeting

399-23: Cere

That the next Smoky Lake **County Policy Committee Meeting**, be scheduled for **Wednesday, March 29, 2023 at 9:00 a.m.**, to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Carried.

Schedule Public Hearing for Bylaw No. 1429-23: Road Closure

400-23: Serben

That the next Smoky Lake **County Public Hearing**, for Bylaw No. 1429-23: Road Closure, be scheduled for **Thursday, March 16, 2023, at 9:15 a.m.**, to be held (in conjunction with the Regular Council Meeting) virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Carried.

Schedule Public Hearing for Bylaw No. 1425-23: IDP with Village of Vilna

401-23: Cere

That the next Smoky Lake **County Public Hearing**, for Bylaw No. 1425-23: Intermunicipal Development Plan (IDP) with Village of Vilna, be scheduled for **Thursday, March 16, 2023, at 1:15 p.m.**, to be held (in conjunction with the Regular Council Meeting) virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Carried.

**Schedule County Council Regular Meeting &
Public Hearing for Bylaw No. 1426-23: IDP with Town of Smoky Lake**

402-23: Serben

That the next Smoky Lake County Council Regular Meetings, be confirmed for **Thursday, March 16, 2023, at 9:00 a.m.**, and scheduled for **Thursday, April 13, 2023, at 9:00 a.m.**, to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers; **AND** that a Smoky Lake County Public Hearing, for Bylaw No. 1426-23: IDP with Town of Smoky Lake, be scheduled for **April 13, 2023, at, at 9:15 a.m.**, to be held (in conjunction with the Regular Council Meeting).

Carried.

ADJOURNMENT:

403-23: Gawalko

That the Smoky Lake County Council Meeting of February 15, 2023, be adjourned, time 1:32 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY

Minutes of the **Special County Council Meeting** held Tuesday, **February 21, 2023** at 12:32 P.M. in Smoky Lake County Council Chambers.

The meeting was called to order by the Reeve, Mr. Lorne Halisky, in the presence of the following persons:

ATTENDANCE		
<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Tuesday, Feb. 21, 2023</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers @12:34pm
Assistant CAO	Lydia Cielin	Absent
Finance Manager	Brenda Adamson	Present in Chambers
Executive Services /R.S.	Patti Priest	Present in Chambers

WAIVER NOTICE

County Councillors signed a “Waiver Notice” as per accompanying attendance sheet, and displayed below:

WAIVER NOTICE of a Special Meeting of the County Council
of the Smoky Lake County called under authority of
Section 194 of the Municipal Government Act

We, the undersigned members of the County Council of Smoky Lake County, hereby Waive Notice of a Special Meeting of the County Council to be held in Smoky Lake County Council Chambers on Tuesday, **February 21, 2023**, commencing at **12:30 P.M.**, to hold a Special County Council Meeting for the purpose of discussing and acting on a:

Request for Decision:

Additional Named Insured (ANI) Application from Smoky Lake Food Bank.

- The County’s insurer: RMA Insurance, requires a resolution of Council accepting ANI applicants to proceed with issuing insurance under the County’s umbrella. The Food Bank requires general liability and property damage insurance in the amount of \$2 Million, as a requirement to receive a provincial grant in the amount of \$8,000 and proof of this must be provided by the provincial deadline of March 21, 2023 or funding would be lost.

COUNCILLOR:	SIGNATURE	DATE
Dan Gawalko		February 21, 2023
Linda Fenerty		February 21, 2023
Dominique Cere		February 21, 2023
Lorne Halisky		February 21, 2023
Jered Serben		February 21, 2023

Agenda as per Waiver:

404-23: Cere

That the Smoky Lake County Special Council Meeting Agenda as listed on the “Waiver Notice” for Tuesday, February 21, 2023, be adopted as presented.

Carried Unanimously.

Request For Decision:

Additional Named Insured (ANI) Application from Smoky Lake Food Bank

405-23: Gawalko That Smoky Lake County Council agree to accept the Smoky Lake Food Bank as an Additional Named Insured through RMA Insurance Agencies under the County's Insurance Umbrella; and execute all necessary policies.

Carried.

Adjournment:

406-23: Cere That the Smoky Lake County Special Council Meeting of Tuesday, February 21, 2023, be adjourned, time 12:35 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.a

Topic: 2023 County-Owned Lands List

Presented By: Jordan Ruegg, Planning and Development Manager

Recommendation:

Accept for information the 2023 County-Owned Lands List

Background:

Smoky Lake County Policy No. 61-10: *Disposition of County Owned Property* requires that a list of County-owned lands be forwarded to Council annually by the Planning and Development Department.

On February 15, 2023, an email was sent to Council from the Planning and Development Manager to request Council's input on the County-owned lands list. No response has been received to date.

Any alternative to the recommendation is at the discretion of Council and could include providing direction to administration to consider advertising lands for lease/sale.

There are no financial or budget implications to this recommendation.

Relevant Legislation/Policies: Smoky Lake County Policy No. 61-10: Disposition of County Owned Properties

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Proactivity in Development

Enclosure(s):

Attachment #1 – February 15, 2023 email re: County-Owned Lands List

Attachment #2 – County-Owned Lands List

Review by the Chief Administrative Officer (CAO): Yes No

Signature of the CAO: _____

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

Jordan Ruegg

From: Gene Sobolewski
Sent: February 15, 2023 4:08 PM
To: Jordan Ruegg; council
Cc: Kyle Schole; Patti Priest
Subject: RE: County-Owned Lands List

Council,

Further to Jordan’s email, one of the important proposed resolutions on this subject will also be to adopt or recognize the assessed value of the properties as the basis to establish the “market value” to satisfy the *MGA* requirements. Council can also apply a factor based on the market conditions. This will be especially useful if setting up things like reserved bids or establishing the asking price knowing your minimum or bottom line.

As an example, in 2021 the Pankew property we purchased had an assessed value of \$134,400. The Market value was established at \$220,000 for that same year or an approximate 65% increase from the assessed value. The factor in this case would be 1.64831. In the resolution, Council, if a modifying factor was to be used would specify the factor and adopt the price as market. The process would be defensible and construed as reasonable, particularly if Council accepts bids below the “adjusted” value, because an accepted offer then becomes the revised market value, which would be consistent with the classic market value definition of “willing seller/willing buyer”.

I recommend this process as opposed to spending money to undertake a market evaluation for each of the properties.

In Warspite, one property we may want to consider removing from this list:

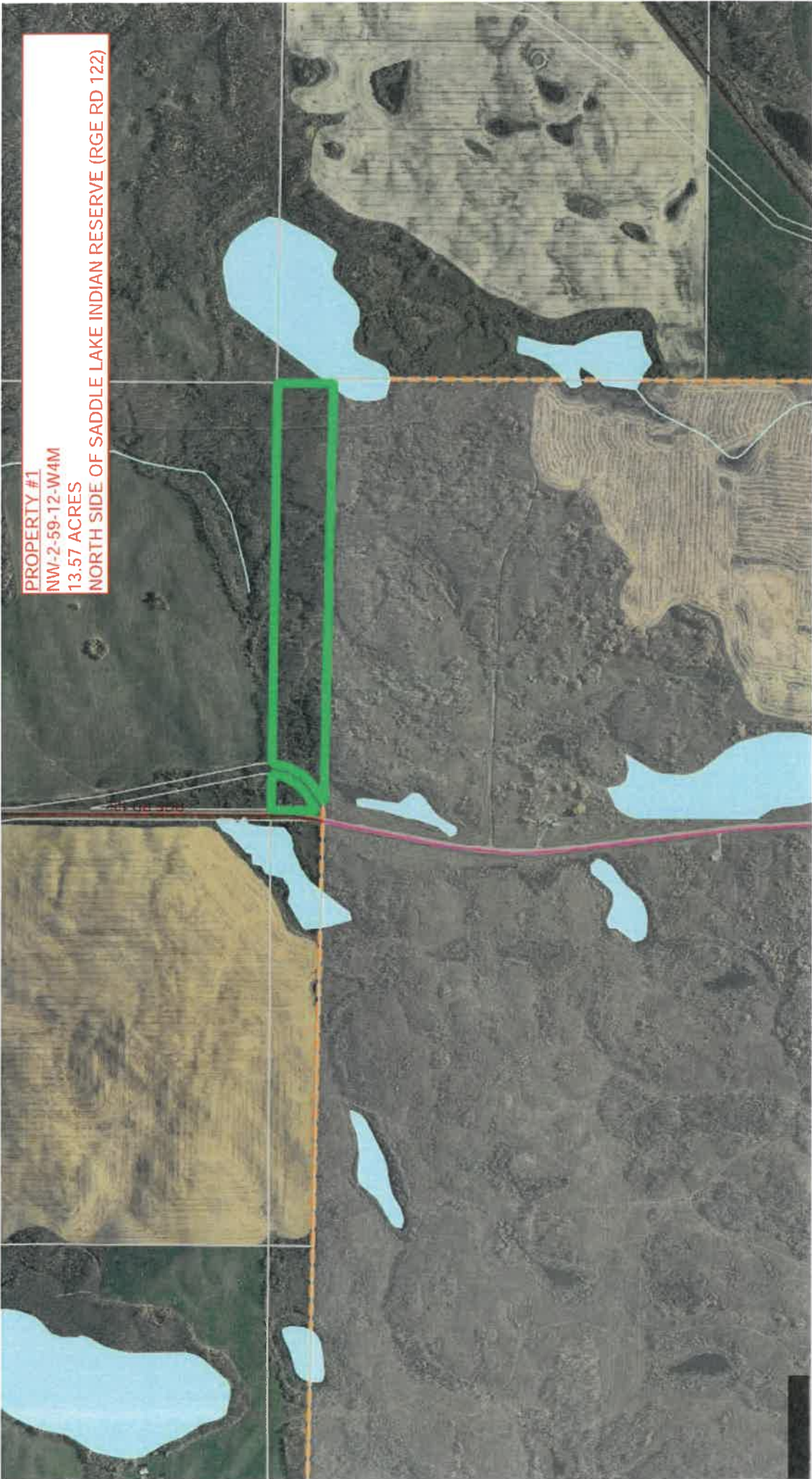


ATTACHMENT #2 - 2023 County-Owned Lands

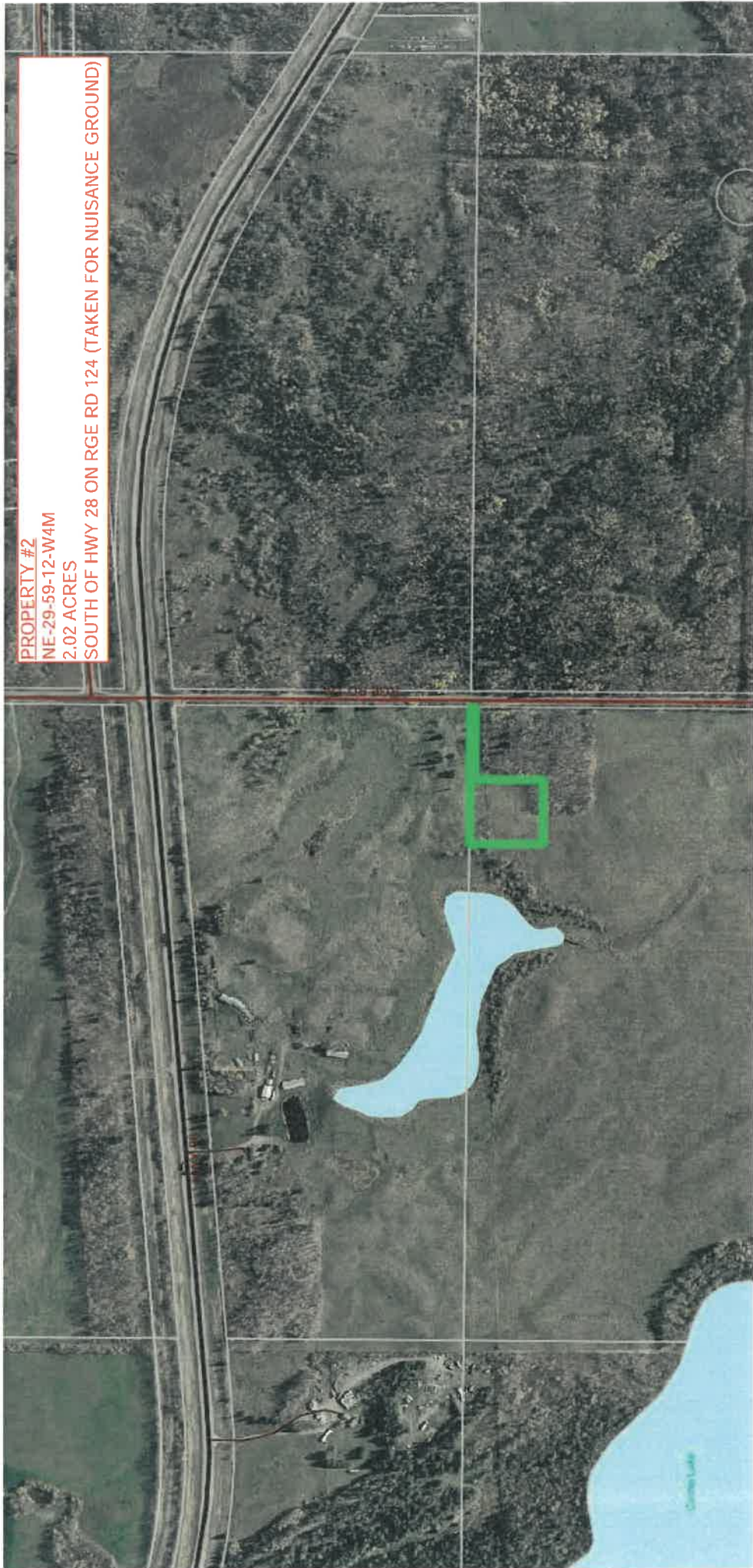
PROPERTY #	ROLL#	LEGAL DESCRIPTION	SIZE OF PARCEL	ASSESSED VALUE	NOTES	LOCATION MAP
1	12590220	NW-2-59-12-4	13.57 ACRES	\$ 41,320.00	NORTH SIDE OF SADDLE LAKE INDIAN RESERVE (RGE RD 122)	Maps\Specific Location Maps\Property 1.png
2	12592941	NE-29-59-12-4	2.02 ACRES	\$ 13,870.00	SOUTH OF HWY 28 ON RGE RD 124 (TAKEN FOR NUISANCE GROUND)	Maps\Specific Location Maps\Property 2.png
3	13601211	SW-21-60-13-4	1 ACRE	\$ 10,950.00	RGE RD 134 NORTH OF TWP RD 602	Maps\Specific Location Maps\Property 3.png
4	13602340	NE-23-60-13-4	136.30 ACRES	\$ 3,710.00	RGE RD 131 SOUTH OF TWP RD 604 (LEASED)	Maps\Specific Location Maps\Property 4.png
5	13613420	SW-34-61-13-4	127.60 ACRES	\$ 5,270.00	SOUTH SIDE OF WAWATENAW LAKE NORTH OF TWP RD 615 (LEASED)	Maps\Specific Location Maps\Property 5.png
6	13620810	SE-8-62-13-4	125.10 ACRES	\$ 3,350.00	SOUTH SIDE OF WHITEFISH LAKE (LEASED)	Maps\Specific Location Maps\Property 6.png
7	13620820	SW-8-62-13-4	153.50 ACRES	\$ 3,980.00	SOUTH SIDE OF WHITEFISH LAKE (LEASED)	Maps\Specific Location Maps\Property 7.png
8	14593240	NE-32-59-14-4	153.87 ACRES	\$ 164,350.00	ADJACENT TO IRONHORSE TRAIL EAST OF RGE RD 150 (QUAD CAMPGROUND - LEASED)	Maps\Specific Location Maps\Property 8.png
9	14593240	NE-32-59-14-4	160 ACRES	\$ 4,660.00	RGE RD 144 & TWP RD 600 (LEASED)	Maps\Specific Location Maps\Property 9.png
10	15580911	SE-9-58-15-4	2 ACRES	\$ 1,220.00	WEST OF RGE RD 153 & NORTH OF TWP RD 581 (ACCESS ROAD FOR FORMER GRAVEL PIT)	Maps\Specific Location Maps\Property 10.png
11	15580912	SE-9-58-15-4	22.04 ACRES	\$ 780.00	WEST OF RGE RD 153 & NORTH OF TWP RD 581 (FORMER GRAVEL PIT - LEASED)	Maps\Specific Location Maps\Property 11.png
12	15593521	SW-35-59-15-4	0.5 ACRES	\$ 2,030.00	EAST OF BELLS & NORTH OF TWP RD 595A (NO ROAD ACCESS)	Maps\Specific Location Maps\Property 12.png
13	16582740	NE-27-58-16-4	2.5 ACRES	\$ 25,030.00	ADJACENT TO NORTH SASKATCHEWAN RIVER, EAST OF RGE RD 163 (NO ROAD ACCESS)	Maps\Specific Location Maps\Property 13.png
14	16593341	PLAN 8120163 LOT 1	20.16 ACRES	\$ 59,130.00	NORTH OF TWP RD 595A & WEST OF RGE RD 163	Maps\Specific Location Maps\Property 14.png
15	16611220	SW-12-61-16-4	160 ACRES	\$ 6,170.00	NORTH OF TWP RD 604 & EAST OF RGE RD 155 (NO ROAD ACCESS - LEASED)	Maps\Specific Location Maps\Property 15.png
16	18591021	PLAN 3329ET	1 ACRES	\$ 13,140.00	EAST OF RGE RD 183 & SOUTH OF WARSPITE (LAND TAKEN FOR NUISANCE GROUND?)	Maps\Specific Location Maps\Property 16.png
17	18591037	PLAN 2628BS RLY 39	7.62 ACRES	\$ 146,830.00	ADJACENT TO IRONHORSE TRAIL IN WARSPITE	Maps\Specific Location Maps\Property 17.png
18	18612510	SE-25-61-18-4	107.35 ACRES	\$ 155,830.00	ADJACENT TO HANMORE LAKE WEST CAMPGROUND	Maps\Specific Location Maps\Property 18.png
19	18612541	NE-25-61-18-4	32.78 ACRES	\$ 43,970.00	NORTHWEST SIDE OF HANMORE LAKE	Maps\Specific Location Maps\Property 19.png
20	22010103	PLAN 1955CL BLOCK 1 LOT 3	3.90 SQUARE FEET	\$ 1,890.00	5026-49TH STREET SPEDDEN	Maps\Specific Location Maps\Property 20.png
21	22010118	PLAN 1955CL BLOCK 1 LOT 18	6,222 SQUARE FEET	\$ 2,230.00	4927 51 AVENUE SPEDDEN	Maps\Specific Location Maps\Property 21.png
22	27150412	PLAN 1039CL BLOCK 4 LOTS 12-14	13,637 SQUARE FEET	\$ 1,710.00	BELLS NORTH OF PLAYGROUND	Maps\Specific Location Maps\Property 22.png
23	27150415	PLAN 1039CL BLOCK 4 LOTS 15 & 16	12,803 SQUARE FEET	\$ 1,120.00	BELLS NORTH OF PLAYGROUND	Maps\Specific Location Maps\Property 23.png
24	40310109	PLAN 716CL BLOCK 1 LOT 9	3,900 SQUARE FEET	\$ 8,680.00	5004 50 ST WARSPITE	Maps\Specific Location Maps\Property 24.png
25	40310201	PLAN 716CL BLOCK 2 LOT 1	3,900 SQUARE FEET	\$ 8,680.00	5035 50 ST WARSPITE	Maps\Specific Location Maps\Property 25.png
26	40341501	PLAN 3474MCC, OT	6.65 ACRES	\$ 57,920.00	WARSPITE	Maps\Specific Location Maps\Property 26.png
27	40451210	PLAN 0925044, BLOCK H, LOT 10A	12,800 SQUARE FEET	\$ 12,030.00	5104 49 AVE WARSPITE (NO PHYSICAL ROAD ACCESS - UNDEVELOPED ROAD PLAN)	Maps\Specific Location Maps\Property 27.png
28	40451211	PLAN 0925044, BLOCK H, LOT 11A	30,000 SQUARE FEET	\$ 11,240.00	5108 49 AVE WARSPITE (NO PHYSICAL ROAD ACCESS - UNDEVELOPED ROAD PLAN)	Maps\Specific Location Maps\Property 28.png
TOTALS				\$ 821,040.00		

NOTES: ALL MUNICIPAL RESERVE/ENVIRONMENTAL RESERVE/PUBLIC UTILITY LOT PARCELS HAVE BEEN REMOVED FROM THIS LIST
 ALL PARCELS THAT HAVE MUNICIPAL INFRASTRUCTURE/UTILITIES/RECREATION FACILITIES LOCATED ON THEM HAVE BEEN REMOVED FROM THIS LIST
 ALL COUNTY-OWNED GRAVEL PITS HAVE BEEN REMOVED FROM THIS LIST
 THE FORMER WASKATENAU NUISANCE GROUND HAS BEEN REMOVED FROM THIS LIST PENDING SALE
 THE VICTORIA DISTRICT NATIONAL HISTORIC SITE COMMEMORATIVE SITE/VICTORIA CEMETERY HAVE BEEN REMOVED FROM THIS LIST

PROPERTY #1
NW-2-59-12-W4M
13.57 ACRES
NORTH SIDE OF SADDLE LAKE INDIAN RESERVE (RGE RD 122)



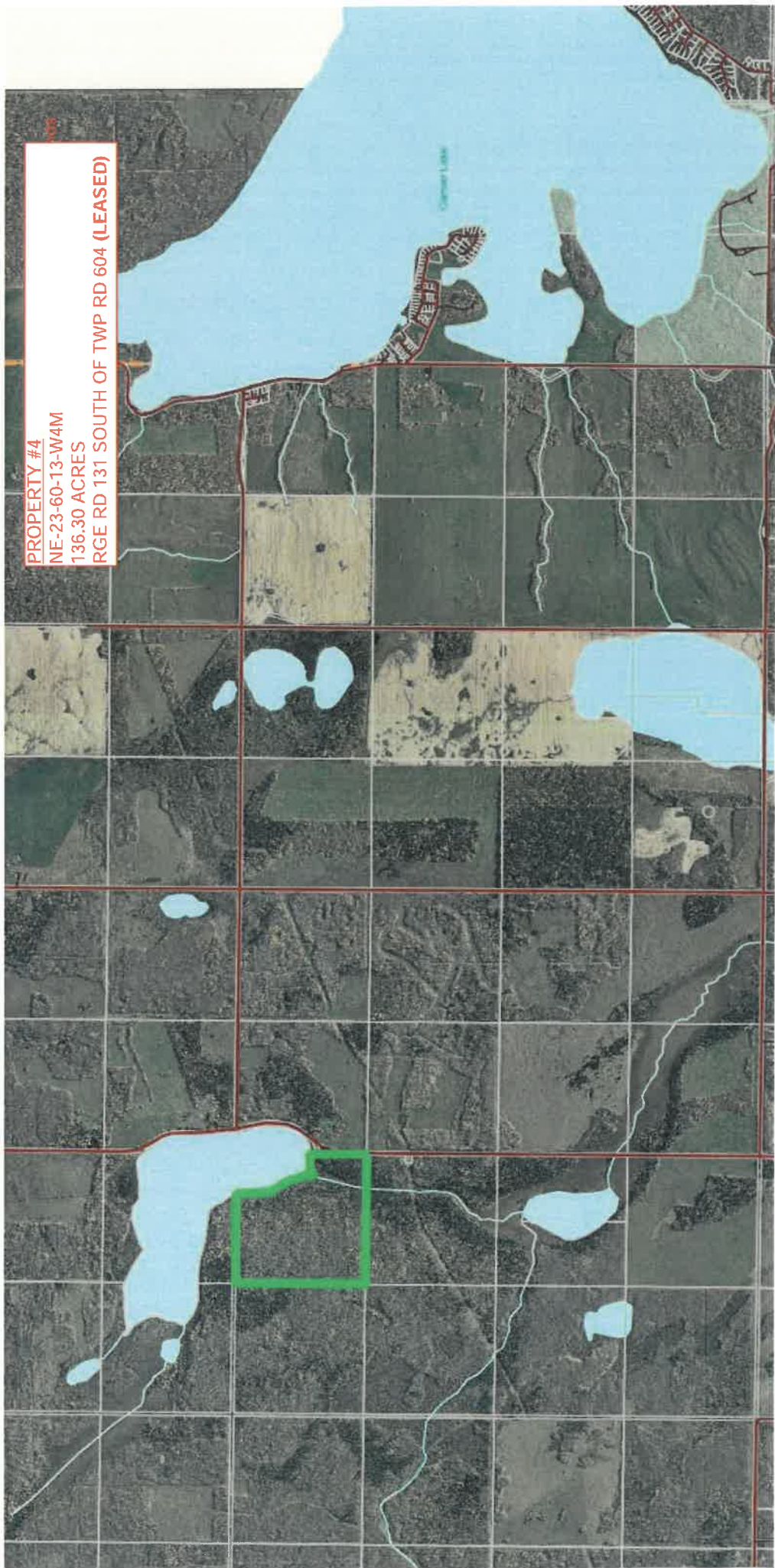
PROPERTY #2
NE-29-59-12-W4M
2.02 ACRES
SOUTH OF HWY 28 ON RGE RD 124 (TAKEN FOR NUISANCE GROUND)



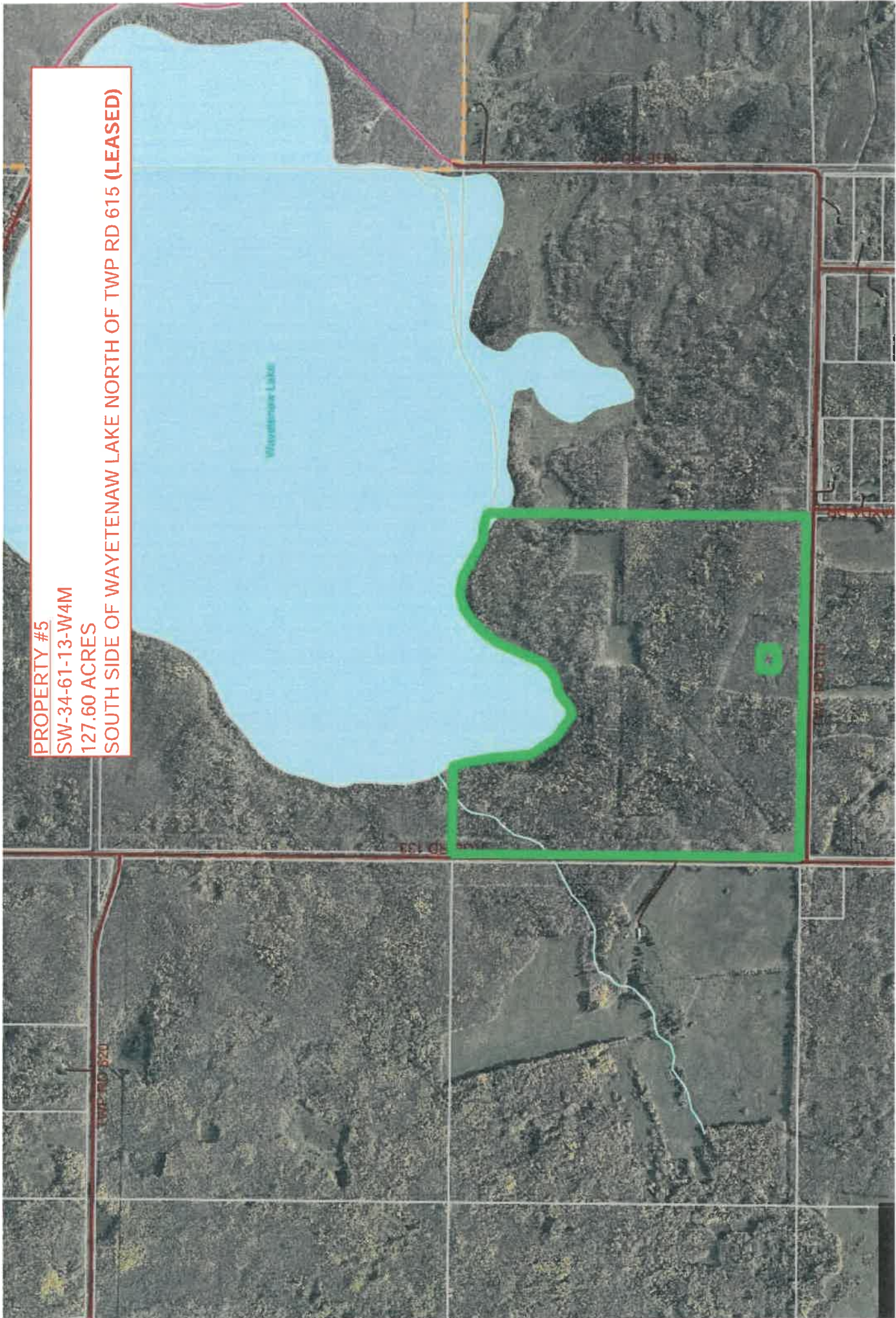


PROPERTY #3
SW-21-60-13-W4M
1.0 ACRE
RGE RD 134 NORTH OF TWP RD 602

PROPERTY #4
NE-23-60-13-W4M
136.30 ACRES
RGE RD 131 SOUTH OF TWP RD 604 (LEASED)



PROPERTY #5
SW-34-61-13-W4M
127.60 ACRES
SOUTH SIDE OF WAYETENAW LAKE NORTH OF TWP RD 615 (LEASED)

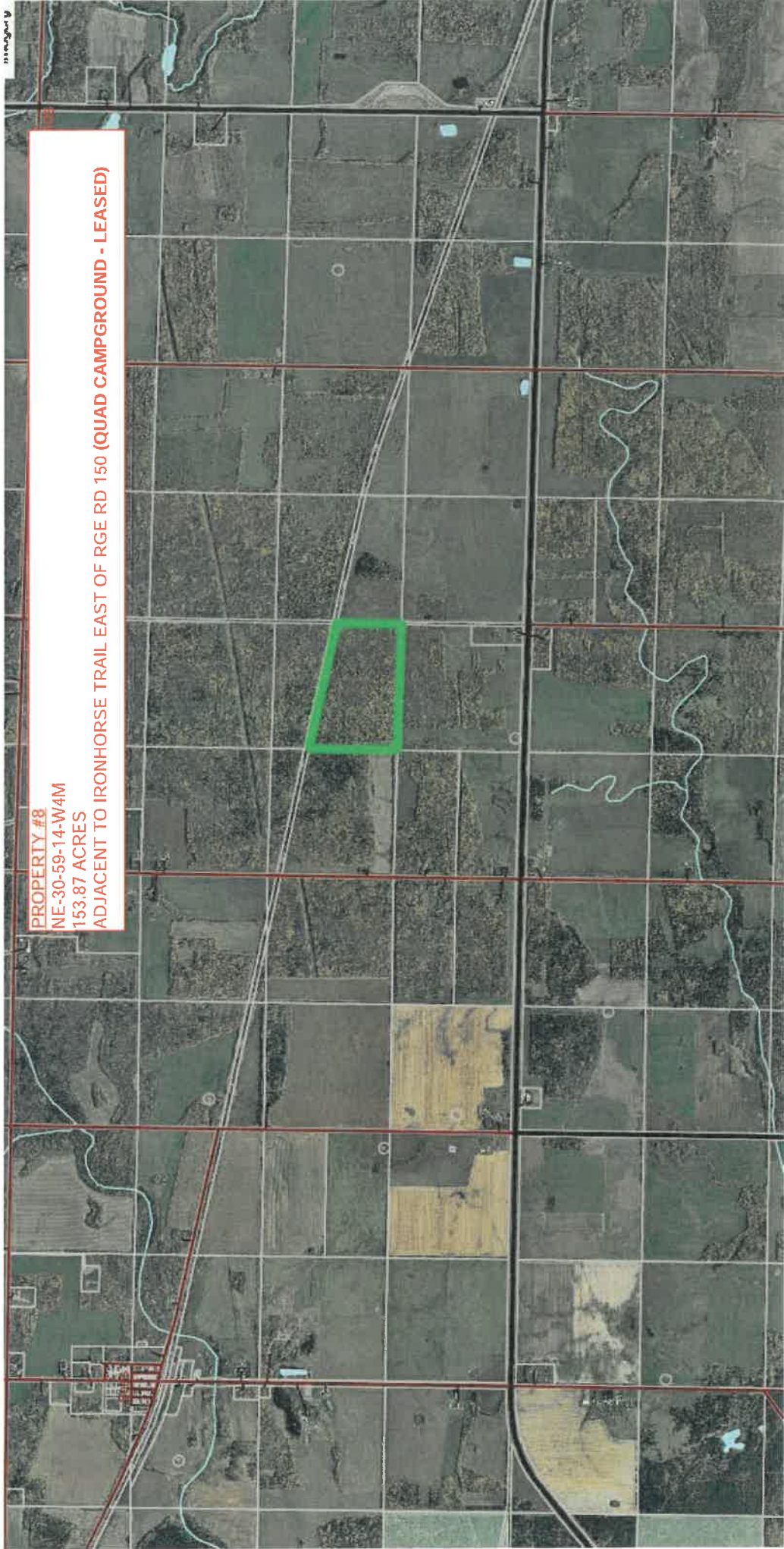


PROPERTY #6
ASE-8-62-13-W4M
125.10 ACRES
SOUTH SIDE OF WHITEFISH LAKE (LEASED)



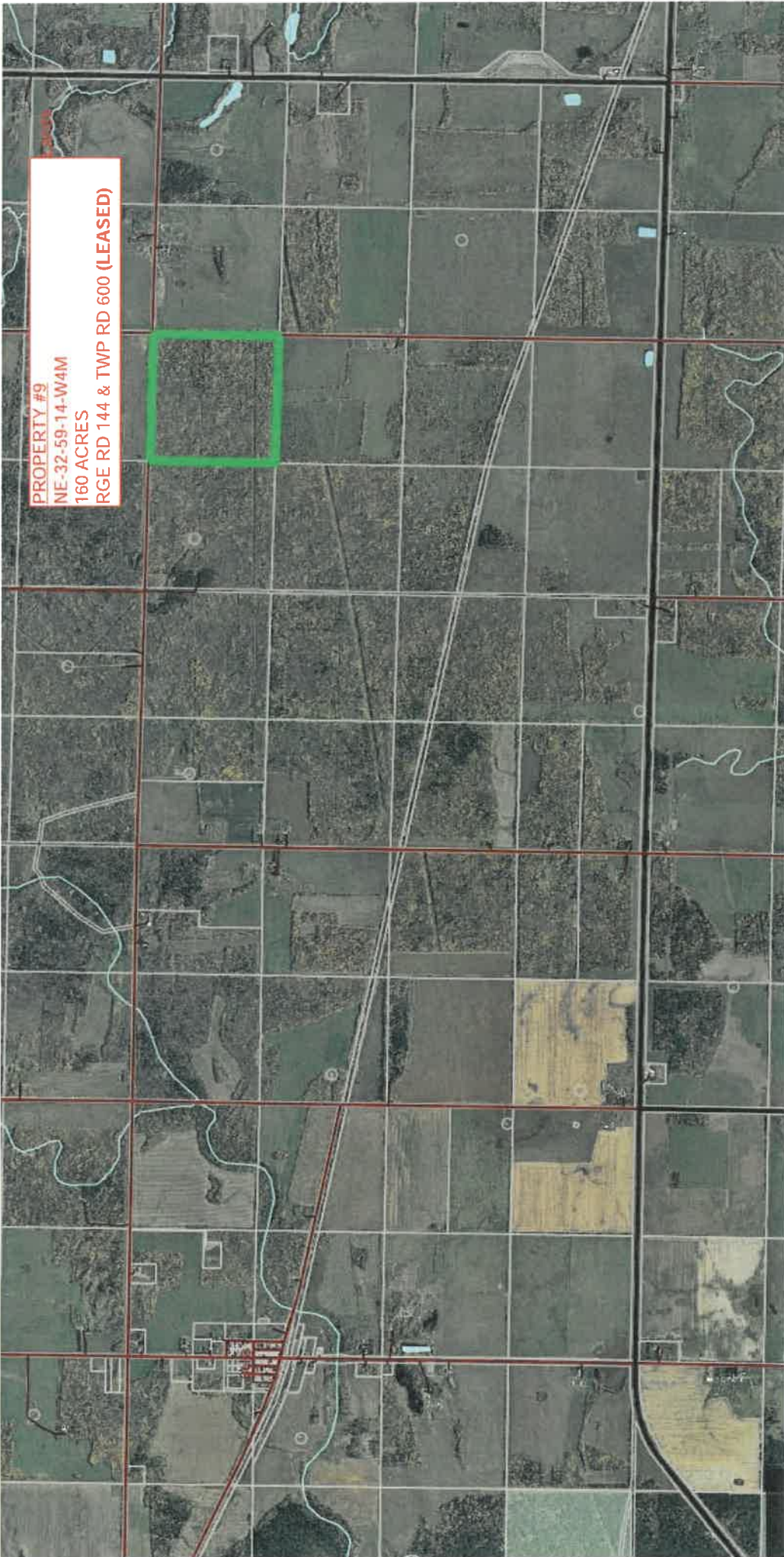


PROPERTY #7
ATTA SW-8-62-13-W4M
153.50 ACRES
SOUTH SIDE OF WHITEFISH LAKE (LEASED)



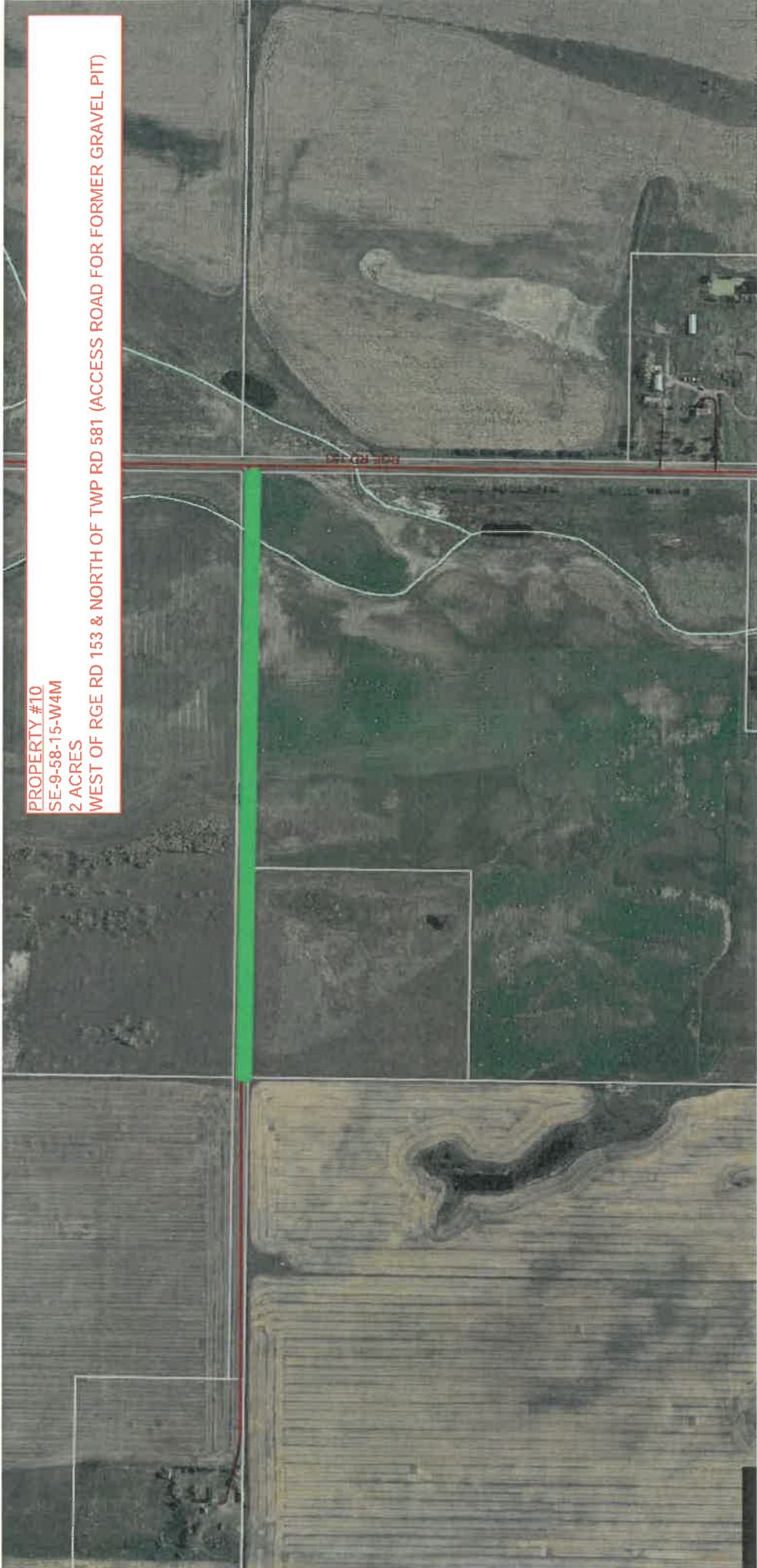
PROPERTY #8
NE-30-59-14-W4M
153.87 ACRES
ADJACENT TO IRONHORSE TRAIL EAST OF RGE RD 150 (QUAD CAMPGROUND - LEASED)

PROPERTY #9
NE-32-59-14-W4M
160 ACRES
RGE RD 144 & TWP RD 600 (LEASED)



PROPERTY #10
SE-9-58-15-W4M
2 ACRES

WEST OF RGE RD 153 & NORTH OF TWP RD 581 (ACCESS ROAD FOR FORMER GRAVEL PIT)

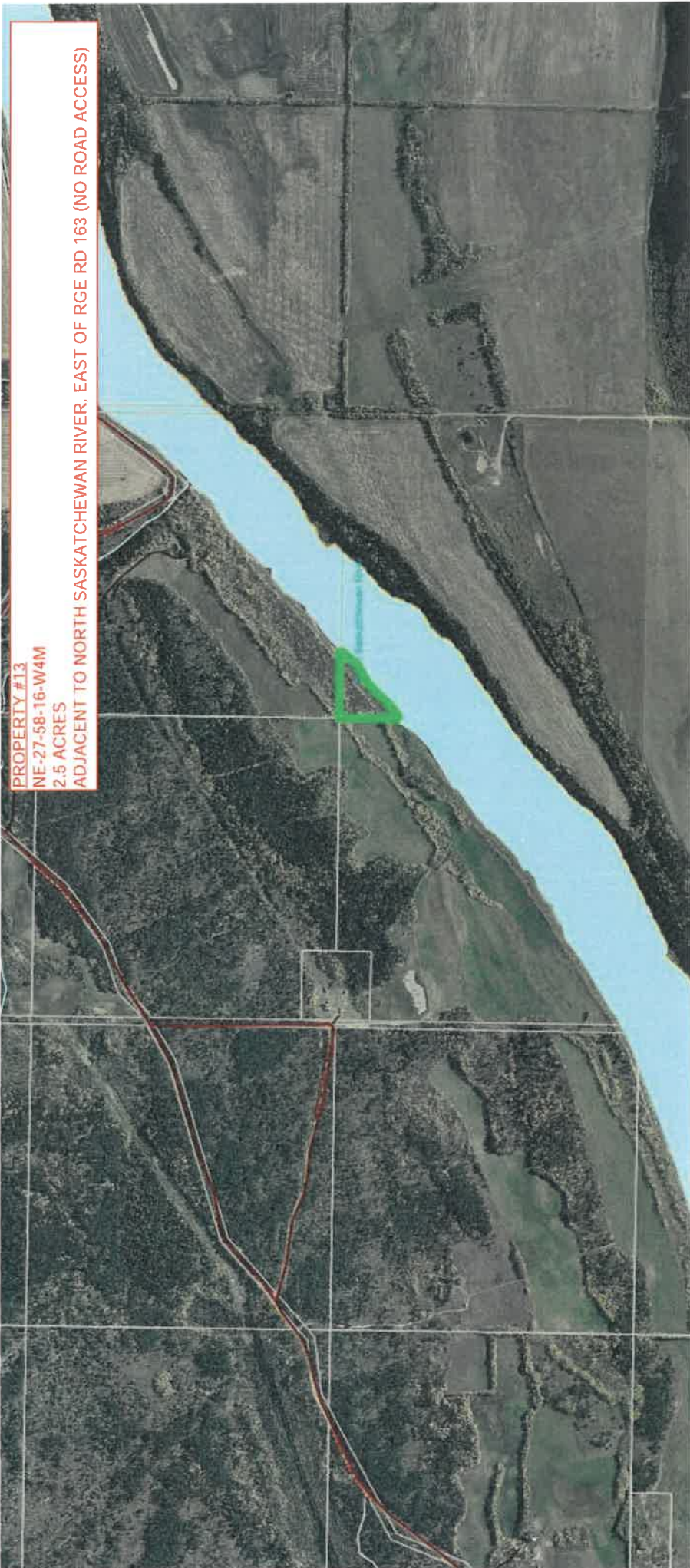


PROPERTY #11
SE-9-58-15-W4M
22.04 ACRES
WEST OF RGE RD 153 & NORTH OF TWP RD 581 (FOR FORMER GRAVEL PIT - LEASED)



PROPERTY #12
SW-35-59-15-W4M
0.5 ACRES
EAST OF BELLIS & NORTH OF TWP RD 595A (NO ROAD ACCESS)



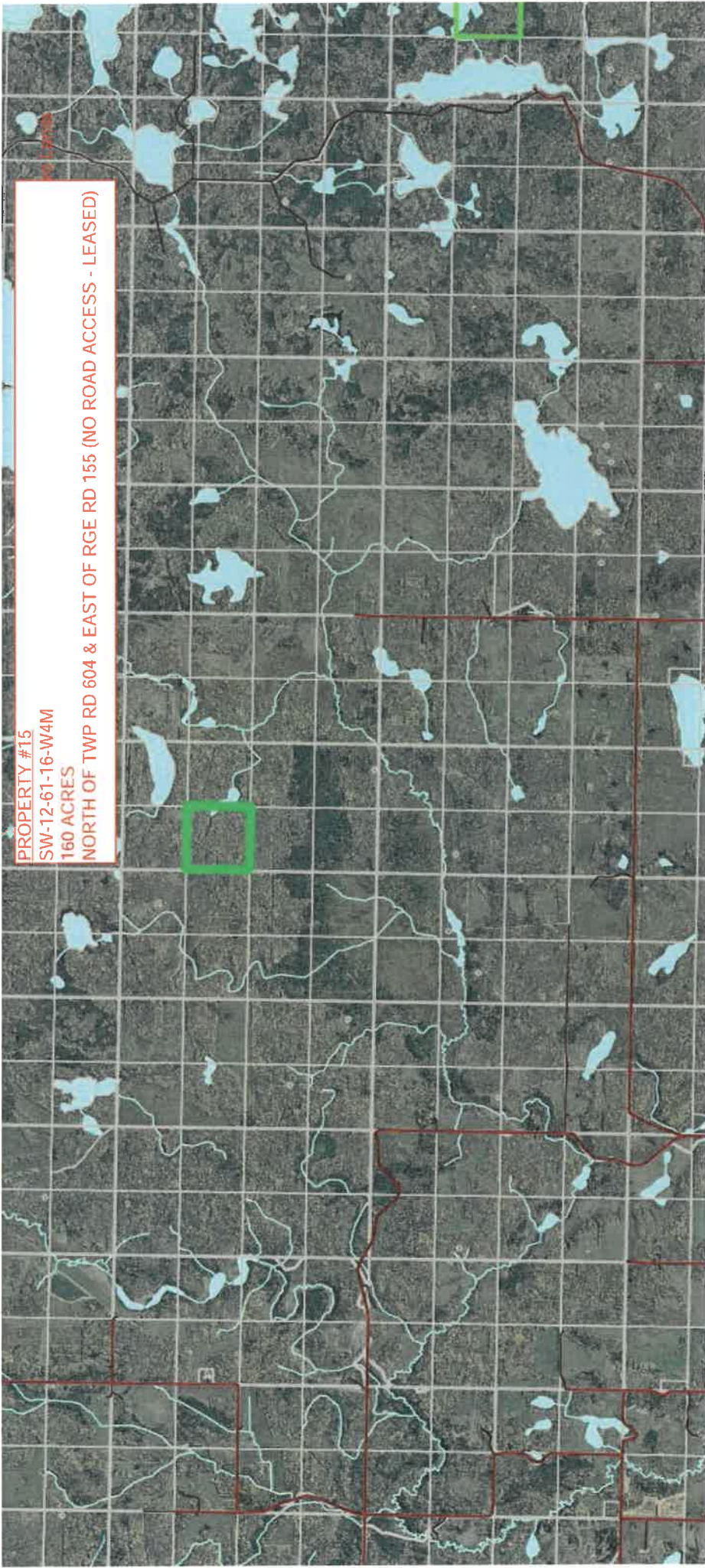


PROPERTY #13
NE-27-58-16-W4M
2.5 ACRES
ADJACENT TO NORTH SASKATCHEWAN RIVER, EAST OF RGE RD 163 (NO ROAD ACCESS)

PROPERTY #14
PLAN 8120163 LOT 1
20.16 ACRES
NORTH OF TWP RD 595A & WEST OF RGE RD 163 (TAKEN FOR NUISANCE GROUND NEVER DEVELOPED)



PROPERTY #15
SW-12-61-16-W4M
160 ACRES
NORTH OF TWP RD 604 & EAST OF RGE RD 155 (NO ROAD ACCESS - LEASED)



PROPERTY #16

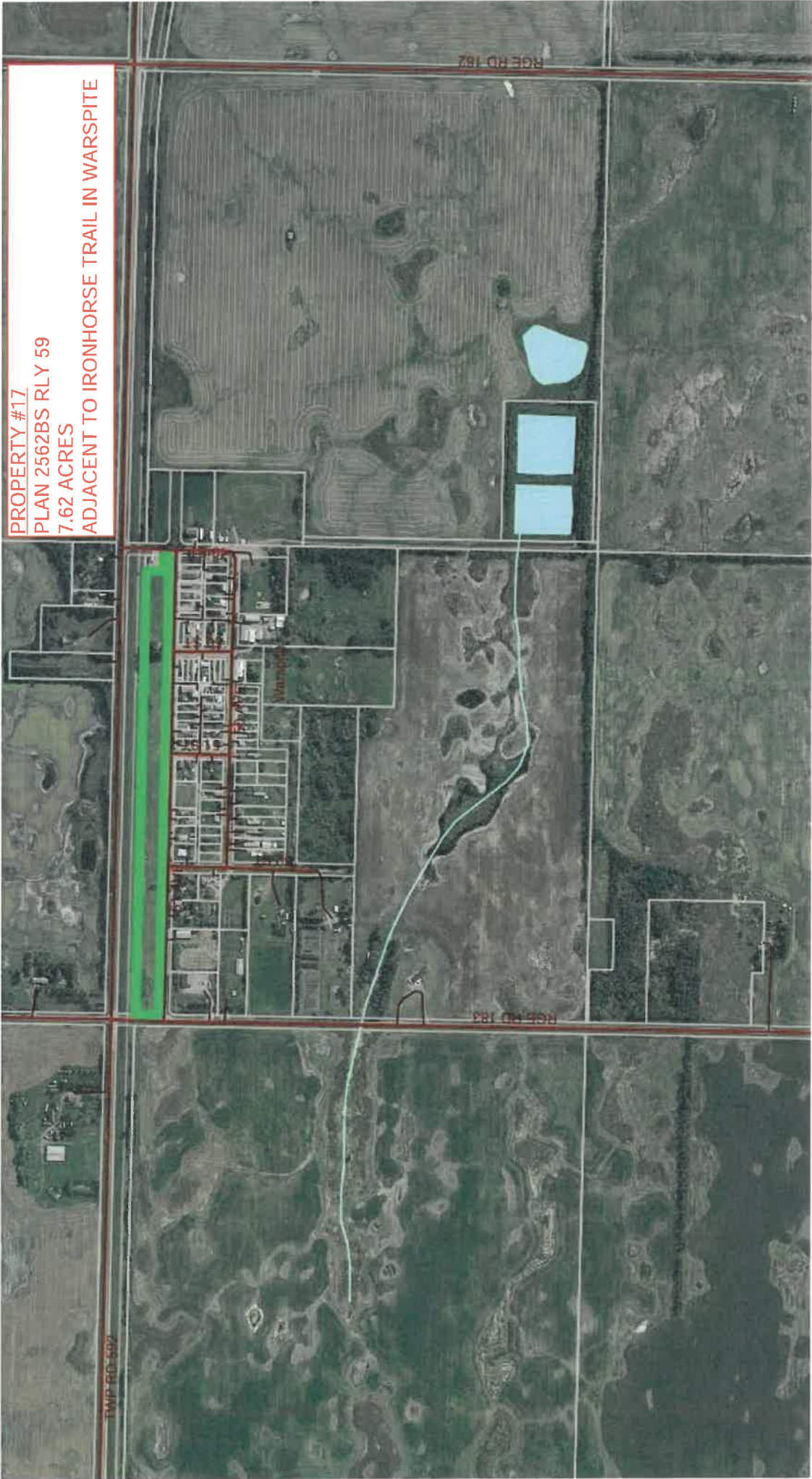
PLAN 3329ET

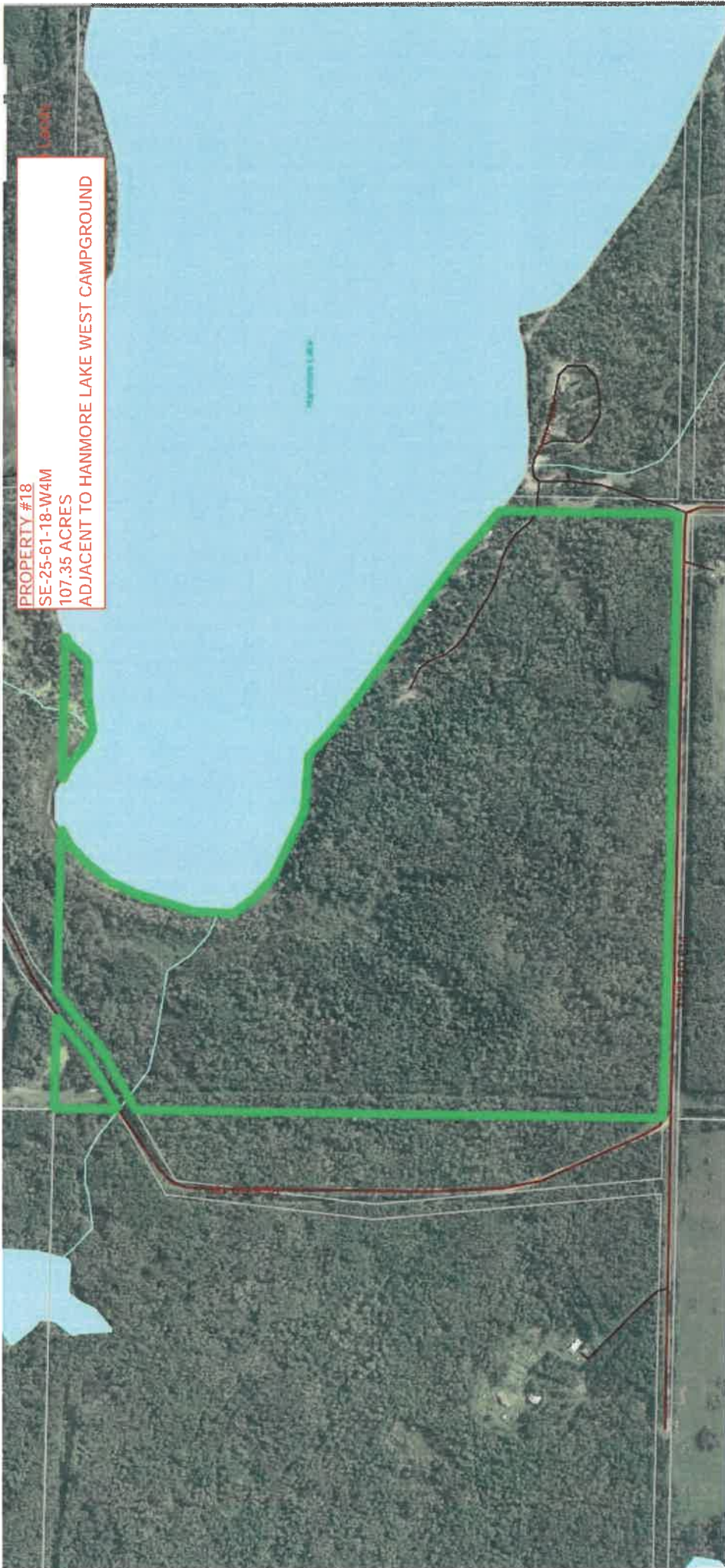
1 ACRES

EAST OF RGE RD 183 & SOUTH OF WARSPITE (LAND TAKEN FOR NUISANCE GROUND?)



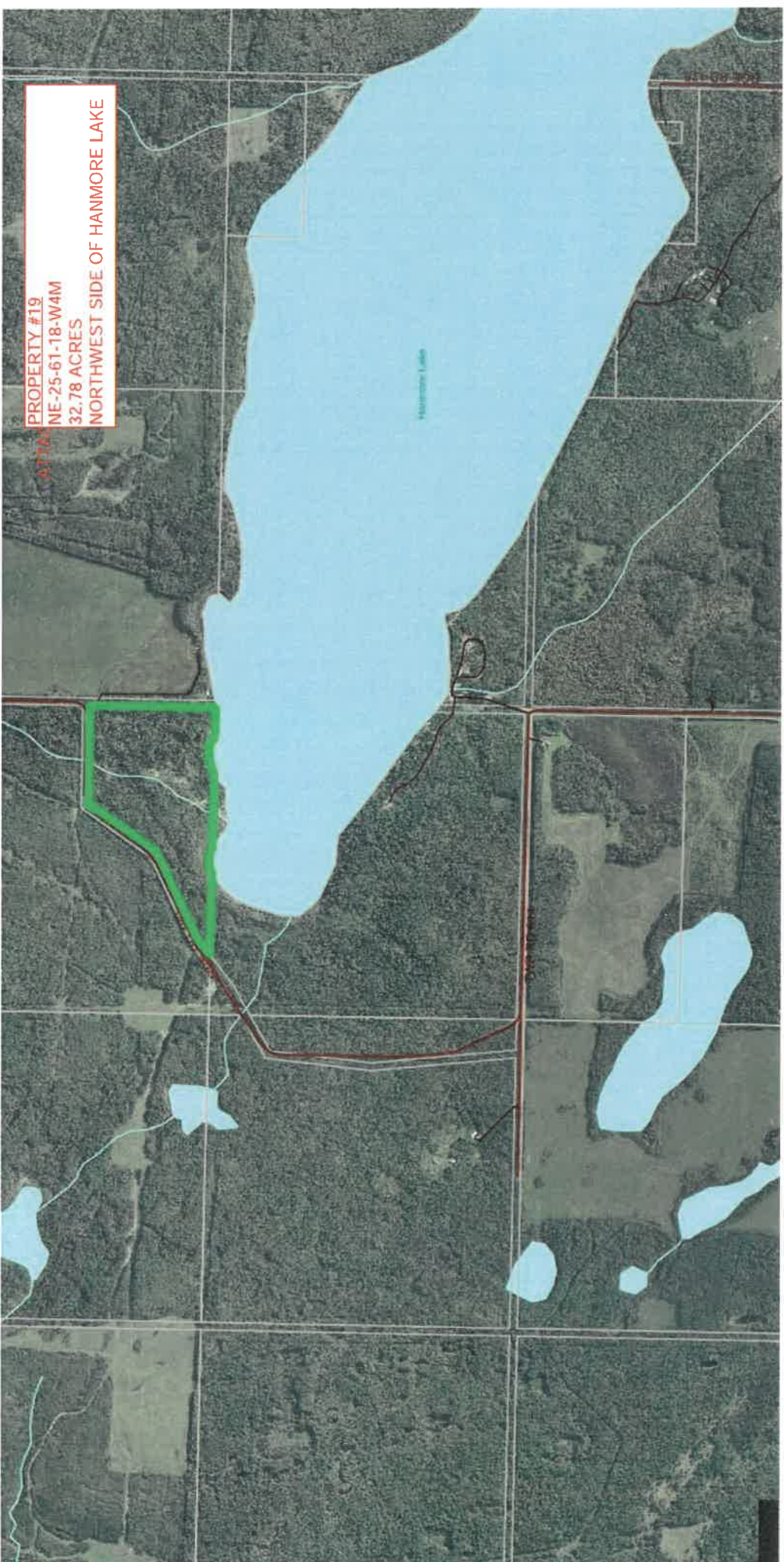
PROPERTY #17
PLAN 2562BS RLY 59
7.62 ACRES
ADJACENT TO IRONHORSE TRAIL IN WARSPITE





PROPERTY #18
SE-25-61-18-W4M
107.35 ACRES
ADJACENT TO HANMORE LAKE WEST CAMPGROUND

PROPERTY #19
NE-25-61-18-W4M
32.78 ACRES
NORTHWEST SIDE OF HANMORE LAKE





TWP RD 596A

R26 RD 22

ATTN:CM

PROPERTY #20
PLAN 1955CL BLOCK 1 LOT 3
3,900 SQUARE FEET
5026-49TH STREET SPEDDEN

51 AVE

50 ST

15th

Spedden



PROPERTY #21
PLAN 1955CL BLOCK 1 LOT 18
6,222 SQUARE FEET
4927 51ST AVENUE SPEDDEN

4174 AC

51ST AVI

51ST ST

49ST

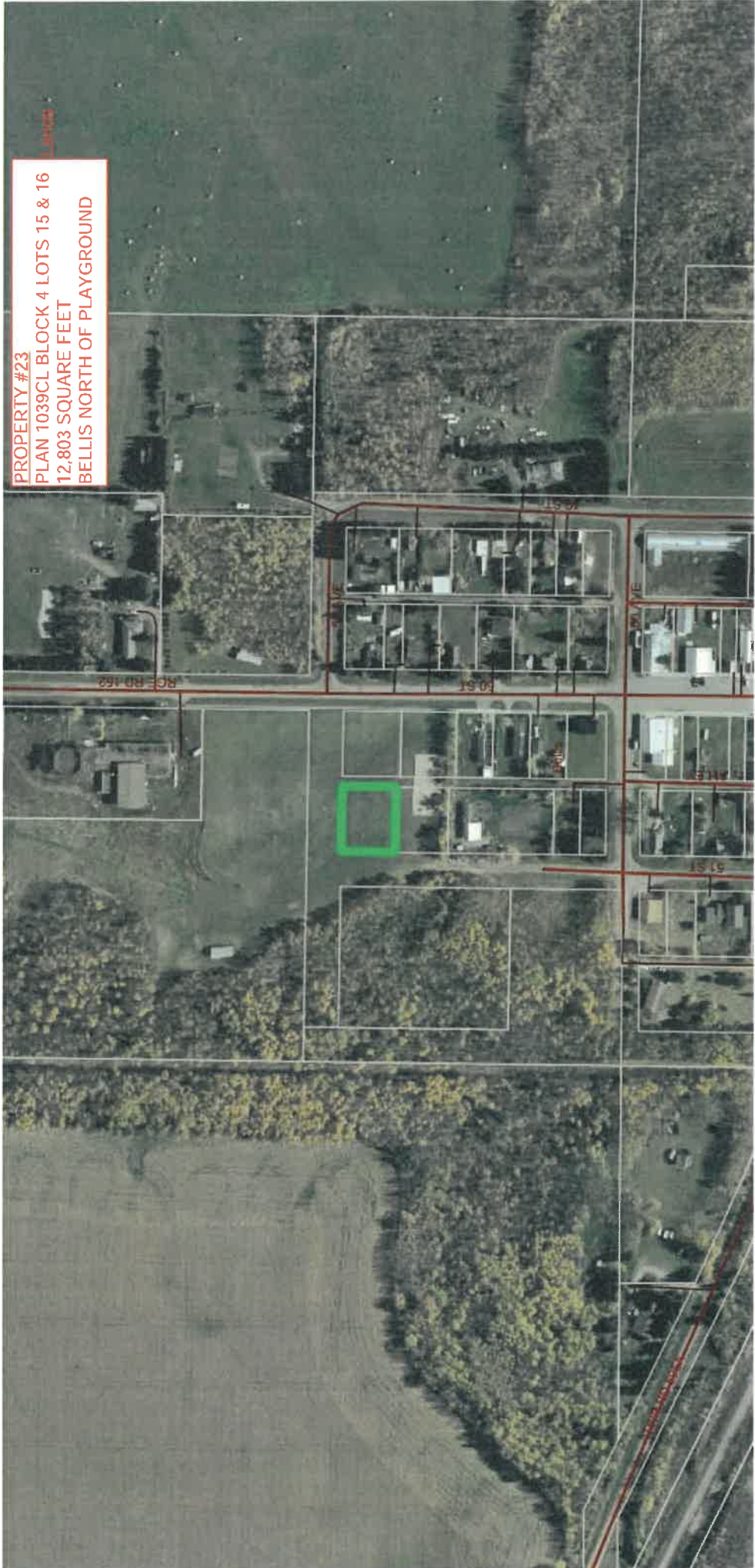
RQE RD 123

TWP R17 5004

PROPERTY #22
PLAN 1039CL BLOCK 4 LOTS 12-14
13,637 SQUARE FEET
BELLIS NORTH OF PLAYGROUND



PROPERTY #23
PLAN 1039CL BLOCK 4 LOTS 15 & 16
12,803 SQUARE FEET
BELLIS NORTH OF PLAYGROUND



PROPERTY #24
ATTACHMENT PLAN 716CL BLOCK 1 LOT 9
3,900 SQUARE FEET
5004 50TH ST WARSPITE



PROPERTY #25
PLAN 716CL BLOCK 2 LOT 1
3,900 SQUARE FEET
5035 50TH ST WARSPITE

ATTACHMENT #2

TWP 210-002



PROPERTY #26
PLAN 3474MC; OT
6.65 ACRES
WARSPITE

ATTACHMENT #2 - 2022

50 ALPS

Warspite

100' DITCH



PROPERTY #27
PLAN 0425044, BLOCK H, LOT 10A
12,800 SQUARE FEET
5104 49TH AVE WARSPITE (NO ROAD ACCESS)



PROPERTY #28
PLAN 0425044, BLOCK H, LOT 11A
10,000 SQUARE FEET
5108 49TH AVE WARSPITE (NO ROAD ACCESS)





Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.b

Topic: Proposed Village of Vilna and Smoky Lake County Intermunicipal Development Plan (IDP) Bylaw 1425-22.

Presented By: Planning & Development Department

Recommendation:

- 1) That Smoky Lake County give Second Reading to the amended Bylaw 1425-22, being an Intermunicipal Development Plan (IDP) between Smoky Lake County and the Village of Vilna.
 - 2) That Smoky Lake County give Third and final Reading to the Bylaw 1425-22, being an Intermunicipal Development Plan (IDP) between Smoky Lake County and the Village of Vilna.
-

Background:

- The Modernized Municipal Government Act (MMGA) has been amended to *require* municipalities that share a boundary to have an Intermunicipal Development Plan, unless both agree that one is not required.
- Smoky Lake County and the Village of Vilna first adopted an Intermunicipal Development Plan (IDP) in 2016.
 - Municipal Planning Services (MPS) assisted the Village/County in completing the project at that time. This original bylaw had a sunset clause which means that because the bylaw was not renewed by resolution of both Councils within 5 years from its adoption, the bylaw has now (inadvertently) been allowed to expire as of May 2022.
 - This is also the case with the IDP for the Village of Vilna, which expired in May 2022, which the County and Village have been working to update and replace.
 - Slight changes have been made, such as removing the sunset clause, updating historical context, and goals so that they align with current strategic plans, and some maps.
- County Council gave First Reading of Bylaw 1425-22 on December 14, 2022.



Request for Decision (RFD)

- A Public Hearing has been scheduled for today, March 16, 2023, after which Council may give consideration of Second and Third Readings.
- Since First Reading, County Administration has received several requested changes from Vilna Administration, and these have been incorporated into the draft that is before County Council today.
- A statutory Public Hearing has been scheduled and advertised for March 16, 2023.

Benefits:

This is a legislative requirement.

Disadvantages:

There are presently no known disadvantages to the recommendation.

Alternatives:

Council may defeat the proposed bylaw, or defer a decision

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

Part 17, Municipal Government Act, M-26 RSA 2000

Intergovernmental:

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Strategic Alignment:

Proactivity in Development

Enclosure(s):

Attachment 1 – Proposed Amended Bylaw 1425-22: Village of Vilna and Smoky Lake County Intermunicipal Development Plan (IDP)

Signature of the CAO:

A handwritten signature in blue ink, consisting of a large loop followed by several smaller loops, written over a horizontal line.

Bylaw No. 1425-22

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1425-22**

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County & the Village of Vilna.

WHEREAS an Intermunicipal Development Plan has been prepared for Smoky Lake County & the Village of Vilna and based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. This Bylaw takes effect upon Third Reading by both Councils.
2. Smoky Lake County & the Village of Vilna Intermunicipal Development Plan is attached hereto as **Schedule "A"** to this Bylaw is hereby adopted.
3. This Bylaw may be cited as "Smoky Lake County & the Village of Vilna Intermunicipal Development Plan".
4. If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.
5. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this 14th day of December, AD 2022.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this _____ day of _____, AD 2023.

READ a Third and Final Time this _____ day of _____, AD 2023, and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER



Style Definition: TOC 1

Village of Vilna + Smoky Lake County

Intermunicipal Development Plan (IDP) Bylaw #1425-22

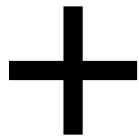


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1 Interpretation

1.1 Definitions

1. **Area Structure Plan** is a statutory plan that establishes the general planning framework for future subdivision and development of an area of undeveloped land.
2. **Building** includes anything, whether temporary or permanent, constructed or placed on, in, over, or under land but does not include a highway or road or a bridge forming part of a highway or road;
3. **Confined Feeding Operation** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. Confined Feeding Operations are regulated under the Agricultural Operation Practices Act (AOPA) in Alberta.

4. **Country Residential** means any development located in a rural area which is situated on a lot used solely for private residential purposes and accessory uses and is not connected to municipal sewer and water services. The dwelling unit may be occupied permanently or seasonally;

4-5. **Development** means:

- a. an excavation or stockpile and the creation of either of them, or
- b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or
- c. a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or
- d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

5-6. **Development Authority** means the Development Authority established by the Village of Vilna and the Smoky Lake County Development Authority Bylaws;



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~~6-7.~~ **Environmental Reserve** means land considered undevelopable because of its natural features or location (e.g., unstable slopes, shoreline areas, etc.) that is dedicated to the municipality at the time of subdivision by the landowner, as provided for in the Municipal Government Act;

~~8.~~ **Environmental Reserve Easement** is an easement that is registered on the title of a parcel of land in favour of the municipality for the purpose of the protection and enhancement of the environment;

~~7-9.~~ **Extensive Agriculture** means the use of land or buildings, including the first dwelling or manufactured home, an agricultural operation which require large tracts of land (usually in the order of 80 ac. (32.4 ha.) or more). This use may include the outdoor cultivation of industrial hemp, but does not include intensive agriculture, cannabis production and distribution, or a confined feeding operation which requires either a registration or an approval under Part 2 of the Agricultural Operations Practices Act, R.S.A. 2000, c. A-7, as amended or replaced;

~~8-10.~~ **Farmstead** means the currently inhabited or formerly inhabited residence or other improvements connected with a farm or an intensive agricultural use. Farmstead also includes a currently vacant site, which is intended to be used as a country residence;

~~11.~~ **Fragmented Parcel** means a parcel of land or a part of a parcel of land that is separated from the balance of the parcel of land by a natural barrier such as a river or coulee, or by a physical barrier such as a road, railroad, or highway;

~~9-12.~~ **Intensive Agriculture** means an agricultural operation which raises crops on a land-intensive basis. Intensive agriculture includes, greenhouses, silviculture and sod farms, but does not include confined feeding operations cannabis production and distribution or industrial hemp production and distribution facilities;

~~10-13.~~ **Multi-lot Country Residential Development** means any subdivision, which will create five (5) or more country residential or farmstead lots on a quarter section.

~~11-14.~~ **Municipal Reserve** is land (or cash-in-lieu of land, or both) dedicated by a landowner to the municipality at the time of subdivision for the purpose of providing parks, recreation facilities and school sites as provided for in the Municipal Government Act;

12,15. **Public Utility** means a public utility, as defined in the Act. More specifically, a public utility means:

- a. a system, works, plant, equipment, or service for the production, transmission, delivery or furnishing of water, heat, light, or power supplied by means other than electricity, either directly or indirectly to or for the public;
- b. an oil pipeline the proprietor of which is declared by the Energy Resources Conservation Commission to be a common carrier; and
- c. an electric utility; (Section 1(i) Public Utilities Act 2010 as Consolidated).





2 Introduction

2.1 Purpose

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social, and emergency services planning, and joint service provision.

These documents were structured so that to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.

The adoption of this Intermunicipal Development Plan provides the Village and the County with a joint future land use plan to help guide growth and development within the Plan Area.

The four partner municipalities within the Smoky Lake Region (the Town of Smoky Lake, the Village of Vilna, the Village of Waskatenau, and Smoky Lake County) are actively working together to achieve three regional collaboration initiatives. The three initiatives are:

Initiative 1	Consult, develop, communicate and implement a new and expanded terms of reference for a regional economic and community development advisory committee (RCDC).
Initiative 2	Communicate and provide shared regional services in the critical areas of business counselling, retention and growth planning assistance; business/investment attraction; tourism promotion and attraction and overall economic and community development capacity building.
Initiative 3	Consult, develop, communicate and integrate initiatives that address the need for more effective regional and/or inter-municipal growth, land use, infrastructure, recreation, social and emergency services planning and possible or increased joint service provision.

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social and emergency services planning, and joint service provision, as outlined in Initiative 3.



~~During the preparation of this intermunicipal development plan, the following deliverables were agreed upon by the partner municipalities:~~

- ~~• To develop and implement a community and stakeholder consultation program.~~
- ~~• To draft a municipal planning, development, and regulatory framework recommendations report and plan.~~
- ~~• To consult with Council, key stakeholders, residents, and the regional community economic development committee.~~
- ~~• To prepare a final municipal planning, development and regulatory framework recommendations report and plan.~~
- ~~• To prepare a 'Go Forward' report and recommendation for the community economic development committee to implement the recommendations.~~

~~Initiative 3 was accomplished through the development of three (3) intermunicipal development strategies — the Town of Smoky Lake + Smoky Lake County Intermunicipal Development Strategy, the Village of Vilna + Smoky Lake County Intermunicipal Development Strategy (this document), and the Village of Waskatenau + Smoky lake County Intermunicipal Development Strategy. These documents were structured so that in order to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.~~

~~The adoption of this Intermunicipal Development Plan represents the implementation of the recommendations in the 'Go Forward' Report and provides the Town and the County with a joint future plan use plan to help guide growth and development within the plan area.~~

2.2 Approach

This plan utilizes a comprehensive approach to land-use planning. In practice, this means that local information, specialized viewpoints, and environmental stewardship practices are used in the decision-making process for land use and development.

This approach takes into account both the past and present human and physical environments. Considering where the community has been, where it is presently and where it wants to go enables both municipalities to set in place a plan for how



to reach their desired destination. This approach to planning assumes that the plan’s policies and subsequent decisions will be based on careful consideration of environmental information, stakeholder interests and municipal goals and objectives. This approach offers communities the opportunity to provide widely-accepted and lasting solutions to development and land use management issues.

2.3 Goals

The goals of this plan are to assist the Village and the County achieve the following short and ~~long-long~~-term benefits:

Short Term Benefits

- Provide both municipalities with a service delivery tool or plan to assist with determining the viability of regional municipal service delivery.
- Better facilitate inter-municipal and intra-regional cooperation relating to economic and community development issues, opportunities, and challenges.
- ~~Develop a new committee/board to better facilitate inter-municipal and intra-regional cooperation relating to economic AND community development issues, opportunities, and challenges.~~
- Increase overall community and economic development capacity building essential to both short term and ~~longer-longer~~-term community viability, sustainability, and quality of life.
- Develop a more effective process and planning plan for coordinating intermunicipal growth, land use, infrastructure, recreation, social services, and emergency services.

Long Term Benefits

- The development and implementation of a regional framework that strengthens regional collaboration and integrated regional service delivery models to increase efficiencies and provide a stronger, more unified approach to addressing the issues identified as important to community members within the Smoky Lake Region.
- Increased business/investment attraction “presence” throughout the Smoky Lake Region.

- Improved business retention, growth, and business attraction throughout the region.
- Improved regional fiscal and financial sustainability.
- Increased opportunities for leveraging regional strengths into regional competitive advantages.

Introduction





2.4 Enactment

The policies contained within this plan come into force once the Councils of the Village of Vilna and Smoky Lake County have each given Third Reading to the bylaws adopting the Village of Vilna + Smoky Lake County Intermunicipal Development Plan.

2.5 Duration

This plan will establish, in general terms, the general land use patterns, together with the conditions upon which the provision of municipal services may occur in the subject area, and mutually agreed policy directions for the next 25 years following the adoption of the plan, though being reviewed at least every five years. While this plan is meant to be a ~~long-long~~-range planning document, it is intended that regular monitoring, review, and periodic amendments may be required for policies in the plan to remain current with changing development trends and growth within the region.

A process for amending the plan has been established as a part of this plan.

~~This plan also provides a “sunset clause” — a time at which the plan will cease to have any force and effect should the two municipalities not re-adopt the plan. Notwithstanding these processes, the~~ plan should be reviewed every ~~three~~-five years from the date on which the plan comes into effect to ensure that it is still current and meets the needs of the Village of Vilna, Smoky Lake County, and the entire Smoky Lake Region.

2.6 Enabling Legislation

The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the Municipal Government Act.

Section 631 of the Municipal Government Act states, in part:

(1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries ...must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one.

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but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).

(8) An intermunicipal development plan

(a) must address

- (i) the future land use within the area,
- (ii) the manner of and the proposals for future development in the area,
- (iii) the provision of transportation systems for the area, either generally or specifically,
- (iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,
- (v) environmental matters within the area, either generally or specifically, and
- (vi) any other matter related to the physical, social, or economic development of the area that the councils consider necessary, and

(b) must include

- (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,
- (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and
- (iii) provisions relating to the administration of the plan.

The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.

~~The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the Municipal Government Act.~~

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Section 631 of the Municipal Government Act states, in part:

~~Two or more councils may, by each passing a bylaw . . . adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.~~

~~(1) — An intermunicipal development plan~~

~~(a) — may provide for;~~

~~(i) — the future land use within the area;~~

~~(ii) — the manner of and the proposals for future development in the area, and~~

~~(iii) — any other matter relating to the physical, social or economic development of the area that the councils consider necessary;~~

~~and~~

~~(b) — must include~~

~~(i) — a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan;~~

~~(ii) — a procedure to be used, by one or more municipalities, to amend or repeal the plan, and~~

~~(iii) — provisions relating to the administration of the plan.~~

~~The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.~~

2.7 Subject Area Boundary

The area of the Village of Vilna and Smoky Lake County to which this plan applies is identified on **Map 5.1 – Future Land Use Concept**.

2.8 Subject Area Profile

Location and History



The Village of Vilna is located approximately 150 km north-east of the City of Edmonton, approximately 120 km north-east of the Alberta’s Industrial Heartland area, and approximately 140 km west of Cold Lake.

The Vilna District was opened in 1907 by an influx of mostly Central European homesteaders and squatters. When the Canadian Northern and Grand Trunk Pacific Railways began to expand their lines west and north of Edmonton, the local homesteaders and early settlers were promised a railroad that would serve the area north of the North Saskatchewan River. As predetermined by an earlier survey, the current village site was set aside at Mile 90.

The Canadian National Railway had completed laying the rail through the district in 1919. That same year, the post office was moved two miles to the present site of Vilna and a general store was built. Almost at once, a hamlet grew up around it. To capitalize on the social and economic climates, a hardware store, bank, butcher shop, hotel, post office, apartment and rooming house, pool hall and dance hall and four stores and shops were open for business by 1920.

On June ~~24~~³, 1923 Vilna was incorporated as a village. Today it remains a progressive community with many modern amenities as it capitalizes on its location on a major transportation artery and its large trading area for resort communities and nearby ~~F~~^First ~~N~~^Nation reserves. The geographic location of the Village has granted Vilna and its merchants an impressive degree of viability and sustainability for over 75 years.

Environmental Characteristics

The Village of Vilna is in a generally flat area of Smoky Lake County, approximately two kilometres from the western shores of Bonnie Lake. Surrounding Bonnie Lake are regionally and provincially significant environmentally significant areas, as well as several smaller water bodies, water courses, and wetlands. Soils surrounding the Village of Vilna have little to moderate limitations to agricultural production.

The majority of undeveloped lands within the subject area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Transportation

- The IDP area encompasses provincial Highway 28, which travels generally east/west.

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- The Village of Vilna is bounded by Highway 28 to its south, County Township Road 594 to its north, and Village Range Road 135 to its west.
- The multi-use Iron Horse Trail also transects through the Village, along the former CN Rail lands.
- Generally, the County-managed roads within the plan area are maintained to a gravel/rural standard, and/or in accordance with County road policies.

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Existing Land Uses

Within the Village and the surrounding area are a variety of planned land uses. Residential development in the Village of Vilna primarily consists of ~~low density, single family~~low-density, single-family dwellings. Residential development adjacent to the Village consists of country residential style housing, on acreage-style lots and in association with agricultural operations. Portions of the subject area adjacent to Bonnie Lake include multi-lot country residential developments and seasonal residential uses.

Commercial developments within the Village include downtown-style shops and services, and large lot developments.

Recreational and community use developments in the Village and the surrounding County lands include parks and recreational spaces, churches, and a campground and golf course development at Bonnie Lake.

~~The majority of~~Most undeveloped lands within the plan area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Information about the soil capability and local features within the plan area is included in Appendix A for information. This information was analyzed to determine the suitability of future land uses within the plan area.

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Municipal Services

The Village of Vilna provides municipal water services to ~~the majority of~~most of the community, via the regional water line which extends through the County. The Village is serviced by sewage treatment facilities both within and outside the municipality. A lift station with initial treatment capabilities inside the Village directs sewage to the lagoon located just outside of the Village's municipal boundaries. Residential and commercial developments within the Village portion of the subject



area utilize onsite water and sanitary services. Some roadways within the Village are developed to an urban standard (paved with sidewalks).

A wide variety of ‘soft’ services exist within the Village and the subject area, including: churches, the Vilna & District Cultural Centre, a library, a senior’s drop-in centre, schools, a regional volunteer fire department, registered historic properties, a variety of recreational facilities, trail networks, and a campground and golf course.

2.9 Public Consultation

Public Open House #1

A public open house was held on January 20, 2014 at the Vilna & District Cultural Centre. The purpose of this meeting was to inform local residents and stakeholders about the Village of Vilna + Smoky Lake County Intermunicipal Development Plan project and the Smoky Lake Region regional collaboration initiatives. This meeting was also used to gather local knowledge about past, present, and anticipated future development patterns, opportunities, and issues in the subject area. Approximately 40 people were in attendance for this meeting.

Public Open House #2

A second public open house was held on June 3, 2015 at the Vilna & District Cultural Centre. The purpose of the Open House was to review the proposed Intermunicipal Development Plan with the community and stakeholders prior to the formal adoption of the plan by the Councils of the Village of Vilna and Smoky Lake County.



3 Intermunicipal Growth

3.1 General Land Use Policies

1. Future subdivision and development shall be in accordance with this plan. Major deviations shall require an amendment to this plan. Minor relaxations may be considered without an amendment to this plan where the proponent can demonstrate to the satisfaction of the approving body and the Intermunicipal Planning Committee that the subdivision or development would maintain the intent of the policies contained within this plan.

However, if the Intermunicipal Planning Committee makes a recommendation on a relaxation to this plan to a Council or an approving authority, that Council or authority shall strongly consider such recommendation.

2. The partner municipalities agree to work with development proponents and Alberta Transportation and Alberta Environment & Parks to encourage the preparation of area structure plans and/or development concept plans where required by this plan to assure certainty of land use and development standards.
3. New applications for confined feeding operations in subject area, or applications for the expansion of any existing confined feeding operations in the subject area, shall not be allowed.
4. The Village and County will work together to provide an adequate inventory of suitable lands to attract a broad range of business and appropriate industry, and will encourage industries that generate large volumes of traffic or substantial traffic loads (in terms of either bulk or weight or potential hazard) to locate in such a manner as to minimize any traffic impact, such as the need for traffic to travel through the Village.
5. Subdivision applicants shall dedicate a minimum of 30 metres of environmental reserve, in accordance with the provisions of the Municipal Government Act, adjacent to major bodies of water. At the sole discretion of the Subdivision Authority for the affected municipality the amount of environmental reserve required may be varied to accommodate unique site conditions such as steep slopes, bank instability, or pre-existing development.



6. Subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the Municipal Government Act. The Village and County will consider establishing jointly-administered cash-in-lieu of municipal reserve fund into which reserve proceeds in the subject area would be placed for the purposes of undertaking capital works on regional recreational facilities.
7. Smoky Lake County shall require a Development Concept Plan be prepared and approved prior to the approval of any major development within that portion of the plan area. That Development Concept Plan may be in the form of an Area Structure Plan considered and adopted pursuant to the Municipal Government Act.
8. For the purposes of implementing this policy, the definition of the term “major” shall be as agreed upon by the consensus of Village and County ~~staffs administration~~ but shall not include development which had been appropriately classified in the municipality’s Land Use Bylaw as of the date of the approval of this plan. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.
9. Confined feeding operations shall not be allowed within the plan area because of proximity to the Village and to other forms of urban and exurban development.

3.2 ~~Agricultural Land~~ Agricultural Land Use

The **Agricultural Land Use Area** identifies portions of the plan area that are currently used for agricultural or country residential purposes and lands that may be suitable for future agricultural developments.

The following policies apply to land within the Agricultural Land Use Area:

1. The **Agricultural Land Use Area** shall be those lands within the IDP area identified as Agricultural on **Map 5.1 – Future Land Use Concept**.
2. Agricultural operations in the Plan area are to be protected from encroachment by either competing or conflicting developments resulting from the premature conversion or agricultural land to other land uses.
3. Extensive Agriculture will be allowed within the plan area. Intensive agriculture (excluding confined feeding operations) will be allowed, where



provided for in the County's Land Use Bylaw. Subdivision and development applications for new intensive agriculture developments and the expansion of existing intensive agricultural developments will be circulated to the IPC for comments prior to the issuance of a decision by the County's approving (subdivision or development) authority. The IPC will review the application in relation to potential environmental and infrastructure impacts such as: siting of the proposed development in relation to prevailing winds, adjacent land uses and the impacts on the transportation network.

4. Country Residential development may occur within the Agricultural Land Use Area at the discretion of the Subdivision Authority, where provided for in the County's land use bylaw.

3.3 Un-serviced Commercial and Industrial Land Use

The **Un-Serviced Commercial and Industrial Use Area** identifies portions of the subject area that are currently developed or identified for future un-serviced commercial or light industrial land uses and development. The following policies apply to land within Future Un-Serviced Commercial and Industrial Use area identified on **Map 5.1 – Future Land Use Concept**.

1. The **Un-Serviced Commercial and Industrial Use Area** shall be those lands within the County identified as Un-Serviced Commercial and Industrial Use on **Map 5.1 - Future Land Use Concept**.
2. Lands designated Un-Serviced Commercial and Industrial Use may develop in a range of uses which serve local and regional customers. These uses include but are not limited to:
 - a. food/beverage establishments
 - b. gas bars/service stations
 - c. travel information centres
 - d. souvenir shops
 - e. retail stores with no more than approximately 200 sq. m of retail floor space
 - f. vehicle or recreational equipment sales and service
 - g. recreational establishments



- h. bulk fuel storage and distribution
 - i. equipment sales, service and rentals
 - j. manufactured and modular home sales and service
 - k. public or quasi-public uses
 - l. surveillance suites
 - m. accessory uses or buildings
3. Lands designated **Un-Serviced Commercial and Industrial Use Area** may develop in a range of large lot highway-oriented commercial and light industrial uses which serve local and regional customers.
4. Smoky Lake County may require that a Development Concept Plan or Area Structure be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial commercial or light industrial development within 1.6 km (1.0 mile) of the boundary of the Village of Vilna.

3.4 Serviced and Un-serviced Industrial Land Uses

The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** identify lands within the subject area that are currently developed or identified for future industrial or public utility development. The following policies apply to land within the **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area**.

1. The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** shall be those lands within the County identified as Future Serviced or Un-Serviced Industrial Use area on **Map 5.1 - Future Land Use Concept**.
2. Land designated **Serviced Industrial Use** may develop in a wide range of light industrial or urban industrial uses and will be connected to piped municipal water and sanitary services. Land uses that may be suitable for the area may include but are not limited to:
 - a. natural resource processing industries,
 - b. grain elevators,



- c. manufacturing, processing, storage, packaging or assembly of goods or materials, including petroleum products, chemical and associated products, pulp and paper products, fertilizer or animal by-products,
- d. warehousing, storage, receiving, or distributing facilities,
- e. metal processing or fabrication operation or storage,
- f. agricultural services,
- g. auctioneering,
- h. bulk fuel storage and distribution,
- i. accessory offices,
- j. commercial greenhouses,
- k. transportation and public utility facilities/buildings,
- l. accessory surveillance suites,
- m. public utilities,
- n. public or quasi-public uses (e.g., municipal equipment and maintenance yards), and
- o. accessory uses or buildings,

provided that any nuisance such as odour, noise, glare, vibration, heat, smoke, or effluent is confined to the site of the establishment or within the applicable **Serviced Industrial Use**, or substantially mitigated in accordance with the policies and/or regulations and/or design of a Development Concept Plan or Area Structure Plan, especially in those areas in proximity to existing or proposed residential areas or in proximity to the Village.

In this respect, individual developments will not necessarily be precluded; however, extra precautions shall be required such as requiring a warning system or so-called “disaster plan” should the need arise.

3. Land designated **Un-Serviced Industrial Use** may develop in a wide range of light industrial, rural industrial, or commercial uses, and will utilize onsite water and sanitary systems.



4. Smoky Lake County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial rural industrial development within 1.6 km (1.0 mile) of the boundary of the Village of Vilna.
5. For the purposes of implementing this policy, the definition of the term “substantial” shall be as agreed upon by the consensus of Village and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.5 Municipal Services and Road Policies

1. The Village of Vilna and Smoky Lake County shall establish strategies and standards for the orderly, efficient, and economical extension of wastewater collection, water distribution systems, storm water management, and roads within the subject area.
2. Some of the development strategies within the subject area are closely connected to the ability and need for municipal piped services.
3. Future servicing with municipal piped services may be required within the Future Serviced Industrial Use area. If such services are not available due to cost or capacity limitations or other reasons, the area shall not be developed for serviced industrial or commercial purposes unless it meets a minimum agreed development standard.
4. Where it is deemed appropriate, necessary and/or desirable, further to this plan, the Village and County will endeavor to enter into agreements respecting municipal piped services in the subject area.
5. Where proposed developments may impact intersections between Provincial highways and municipal roads, as shown on **Map 5.2 – Important Intersections**, additional consultation with Alberta Transportation will be required prior to approval by the Village and/or County. This consultation may include the preparation of a Traffic Impact Assessment satisfactory to Alberta Transportation. All costs of the TIA and any corresponding intersection improvements will be the responsibility of the developer/proponent.
6. The Village and the County will continue to work cooperatively with Alberta Transportation to identify and mitigate traffic impacts and identify the



scheduling of necessary improvements at the intersections of highways and municipal roads as shown on **Map 5.2 – Important Intersections**.

3.6 Social Services

Social services within the Plan area are provided by provincial agencies, not-for-profit and volunteer organizations and by the Village, the County and in some instances the Village and the County collaboratively. Currently the following social services are joint Village/County initiatives:

- The Foundation
- Recreation
- Emergency Services
- Ag Society

1. The Village and the County will continue to work cooperatively to provide social services to community members within the Smoky Lake region
2. The Village and the County will endeavor to explore opportunities for expanding joint service provision.

3.7 Development Concept Plans & Area Structure Plans

1. A Development Concept Plan or Area Structure Plan may describe, outline, or provide, among other matters, in text and map form:
 - a. a definition of the affected area and a description of the relationship between the affected area and surrounding lands;
 - b. an indication of the proposed land uses and the area of each land use;
 - c. an indication of the total number of lots and/or dwelling units proposed on the quarter section (if applicable);
 - d. policies and plans addressing buffering from adjacent land uses which may be affected by or which may affect a residential community (if applicable);
 - e. policies respecting phasing, if any, including an indication of which lots will be developed first and how the development of these lots will be designed specifically to allow for further development of the subject quarter section;

- f. policies respecting environmental protection, habitat, ecological conservation, effect on the adjacent agricultural community, including any existing or potential confined feeding operations;
- g. policies and plans addressing natural and man-made limitations to development, such as flood susceptibility, bank subsidence, erosion, railway lines, oil and gas wells, pipelines, and other facilities (including active, inactive, abandoned, and decommissioned facilities, sour gas, etc.), gravel operations or resources, airports, agricultural operations, historical resources, other nearby land uses, etc.;
- h. policies respecting built form, amenities, aesthetics, landscaping, architecture, buffering from potential limiting factors, dealing with the potential for land use conflict, etc.;
- i. policies and plans for necessary water supply, sanitary sewage disposal, and storm water management;
- j. as required, policies relating to:
 - i. the impact on adjacent land uses;
 - ii. the impact on community services, such as fire protection;
 - iii. the municipal servicing costs associated with the development, and landscaping; and
 - iv. wetland mitigation.
- k. a Phase I Environmental Assessment, describing the possibility of contamination within the subject area and, if the Phase I indicates, a Phase II Environmental Assessment, describing the extent of any contamination within the subject area and the means of mitigation;
- l. engineering information in sufficient detail to show how that is to be done;
- m. if the development is to provide water by a municipal piped water supply system, engineering information showing how that is to be done;





- n. if the development is to be supplied with water by means other than a municipal piped water supply system, a report which would satisfy the requirements of Section 23(3)(a) of the Water Act;
- o. an assessment of the general suitability of the Plan area for sewage disposal by tile field (percolation tests);
- p. a determination of any flood plains relating to any water bodies within or adjacent to the subject site, including a description as to how any flood plain lands will be made suitable for development without transferring the flood hazard to other lands;
- q. an assessment of the stability of any banks (either steep slopes or watercourse valleys) within or adjacent to the subject site, including a description as to how any bank stability hazards will be mitigated without transferring the stability hazard to other lands;
- r. A wetland assessment (prepared by a certified wetland professional) that delineates and classifies wetlands (onsite and offsite) that will be impacted by the proposed development.
- s. if within 0.8 km of a Highway, a traffic impact assessment, indicating the vehicular generation from the development at various stages of development, and any roadway improvements that may be necessary on adjacent and nearby roads and Highways (and on their intersections) resulting from that vehicular generation;
- t. an assessment of the site, indicating
 - i. how Environmental Reserves, Environmental Reserve Easements, Municipal Reserves, and other land management tools are to be used to protect significant biophysical sites;
 - ii. how all Provincial and Federal legislation and regulations are to be adhered to respecting wetlands, habitat, and environmentally sensitive lands;
- u. an assessment of all other limitations to development, including potential and actual land use conflicts, which have been identified, indicating how the limitations and conflicts are to be accommodated, dealt with, and/or overcome; and

- v. other policies and plans as may be indicated by the proponent or the municipality to address any unique circumstances of the Development Concept or Area Structure Plan area.
- 2. The level of detail required in a Development Concept Plan or Area Structure Plan shall be as agreed upon by the consensus of Village and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.
- 3. The process for considering a Development Concept Plan or Area Structure Plan for approval will be the same as for a major development proposal. The approving authority shall be the Council of the municipality in which the site of the Development Concept Plan or Area Structure Plan is located.

Intermunicipal Growth





4 Plan Implementation

4.1 Implementation Policies

The Councils of the Village of Vilna and Smoky Lake County have agreed to the following implementation policies which will be used in implementing the policies contained in this plan.

4.2 Plan Amendments

1. An amendment to this plan may be proposed by either municipality. An amendment to the plan proposed by a landowner shall be made to the municipality in which the subject land is located.
2. An amendment to this plan has no effect unless it is adopted by both municipalities by bylaw.

4.3 Annexation

1. There will continue to be a boundary between the Village of Vilna and Smoky Lake County for administration of services such as maintenance of infrastructure, waste management, development control, weed control, etc.
2. There is a need for periodic expansion of the urban area, and thus the Village of Vilna, by annexation. Annexations will occur from time to time in a positive, orderly, and timely manner with an agreed-upon process where there is a clear need for Village annexation to provide more land for urban development.
3. The Village of Vilna shall demonstrate reasonable need for annexation through appropriate growth studies to support annexation applications.
4. Each municipality shall protect lands identified in the plan suitable for municipal piped services from land uses and developments that might unduly interfere with and create conflict with future urbanization.
5. Both municipalities shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.



4.4 Cost/Revenue Sharing Schemes

1. Any agreements for cost and revenue sharing shall be to benefit the future development of land within the plan’s subject area.
2. The Village and County will explore cost and revenue sharing opportunities as development occurs and through the review and approval process of each Development Concept Plan or Area Structure Plan.

4.5 Framework

1. This plan is conceptual. Its policies do not delve into the fine details of land use, servicing, or implementation but instead set out a framework of guidelines for municipal planning policies.
2. The Village of Vilna and Smoky Lake County will co-operate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Smoky Lake Region.
3. **Map 5.1 – Future Land Use Concept** of this plan will be the primary land use document supplemented by implementation tools such as Development Concept Plans and Area Structure Plans. The Village of Vilna and Smoky Lake County shall amend their respective bylaws as necessary to be consistent with the policies and provisions of this plan.

4.6 Establishment of the Intermunicipal Planning Committee

1. The Intermunicipal Planning Committee (IPC) will be established upon Third Reading of the Bylaws adopting this plan.
2. The Intermunicipal Planning Committee will not be a decision-making body, but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.
3. The Intermunicipal Planning Committee will be comprised of all members of both Councils of the Village of Vilna and Smoky Lake County who do not sit on their respective Subdivision and Development Appeal Boards. The IPC will select its own chairman and vice-chairman. The Councils may appoint alternative members, should any member not be able to attend Committee meetings. Additionally, the Chief Administrative Officer or the Development Officer of each municipality shall be ex-officio members of the Committee.



4. The Intermunicipal Planning Committee shall establish its own rules of procedure, including its own schedule of meetings, with meetings being held as required.

4.7 Intermunicipal Planning Committee

1. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and the Village will present their positions on the matter to the Committee.
2. After consideration of a matter, the Committee may:
 - a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;
 - b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;
 - c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;
 - d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;
 - e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or undertake any other action it deems reasonable.
3. The Intermunicipal Planning Committee shall not deal with all development matters within the Village of Vilna + Smoky Lake County Intermunicipal Development Plan subject area. Rather, it will deal with all matters referred to it in the manner described in **Section 4.7** of this plan.
4. The Intermunicipal Planning Committee has the following functions:
 - a. to clarify the intent and interpretation of the plan;
 - b. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the subject area that reflect the policies and guidelines set out in this plan;



- c. to review and comment on applications to amend this plan;
- d. to review and comment on development matters referred to it in accordance with this plan; and
- e. to undertake such other matters as it deems reasonable and as are referred to it by either Council or municipal administration.

- 5. The Village of Vilna and Smoky Lake County agree that the County's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications received within subject area and that the Village's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications within the subject area.
- 6. Each municipality's Subdivision Authority and Development Authority will deal with an application within their own boundaries in accordance with the policies of this plan.
- 7. Depending on the nature of the proposed subdivision or development, the Intermunicipal Planning Committee may provide recommendations related to the proposed development or subdivision.

4.8 Dispute Resolution/Mediation Procedures

- 1. The dispute resolution process for matters related to this plan is outlined in this section. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Municipal Government Board. This process is based on an assumption that the two parties may have significant differences of opinion on any particular matter and that third-party assistance may be necessary to help resolve the disputes.
- 2. For the purposes of this plan, a dispute is defined as a disagreement between the Village of Vilna and Smoky Lake County on any statutory plan, any Land Use Bylaw, or any amendment to any statutory plan or Land Use Bylaw which is given First Reading by a Council, or any subdivision or development permit application, or any scheme for the provision of municipal services, which the other municipality deems may be inconsistent with the goals, objectives and policies of this plan.
- 3. Decisions on all disputes will be made by the respective municipalities in accordance with the provisions of this plan and the Municipal Government Act, but with review as indicated in **Section 4.7.5** of this plan.



4. The Village of Vilna and Smoky Lake County agree to consider the establishment of an Intermunicipal Subdivision and Development Appeal Board to deal with appeals arising from subdivision or development permit decisions within the subject area.
5. Disputes shall be addressed and shall be resolved through any of the following mechanisms either singularly or in combination with each other:
 - a. Administrative Review
 - b. Intermunicipal Planning Committee
 - c. Municipal Councils
 - d. Mediation
 - e. Non-binding Arbitration
 - f. Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board
 - g. Court Option
6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (e.g., development permit or subdivision approval, or Second or Third Reading of a bylaw) until the dispute is past the mediation stage.
7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure and may supersede the time processes provided for in this plan.

4.9 Administrative Review

1. The municipality within which any development, subdivision, land use bylaw amendment, servicing scheme, or other matter is proposed (hereinafter referred to as “the applicant municipality”) will provide complete information concerning the matter to both the other municipality and to the Intermunicipal Planning Committee. The other municipality (hereinafter referred to as “the responding municipality”) will undertake an evaluation of the matter and provide comments to the administration of the applicant municipality.



2. If there is any concern, the two administrations shall discuss the issue and attempt to resolve the matter.
3. If the administrations resolve the concern, the responding municipality will formally notify the applicant municipality and the Intermunicipal Planning Committee, and the applicant municipality will take the appropriate actions to consider approving the matter.
4. ~~In the event that~~ if the issue is not resolved at the administrative level, the applicant municipality's administration shall refer the matter to the Intermunicipal Planning Committee.
5. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the ~~Municipal District~~County and Village will present their positions on the matter to the Committee.
6. After consideration of a matter, the Committee may:
 - a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;
 - b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;
 - c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;
 - d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;
 - e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or
 - f. undertake any other action it deems reasonable.

4.10 Municipal Councils

1. After receiving the recommendations of the Intermunicipal Planning Committee with respect to a particular matter, each Council will establish a position on the matter.



2. If both municipal Councils ~~are in agreement~~ agree on a matter, then the consideration of approval (including, if necessary, an amendment process) can be completed. If neither Council supports the matter, then no further action will be undertaken.
3. If the Councils cannot agree on a matter, then the matter may be referred to a mediation process.
4. ~~In the event that~~ if the matter goes to mediation, the applicant municipality will not give any approval to the matter until mediation has been pursued.

4.11 Mediation

1. The following will be required before a mediation process can proceed:
 7. agreement by both Councils that mediation is necessary;
 - a. appointment by both Councils of an equal number of elected officials to participate in a mediation process;
 - b. engagement, at equal cost to both municipalities, of an impartial independent mediator agreed to by both municipalities; and
 - c. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.
2. If agreed to by both municipalities, any members of the Intermunicipal Planning Committee or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either directly or indirectly to the mediation process.
3. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.
4. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.
5. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will consider the mediator's report and the respective positions of the municipal administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality and will be subject to the formal approval of both Councils.



6. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then a non-binding arbitration process as described below may be initiated.

4.12 Non-Binding Arbitration

1. The following will be required before a non-binding arbitration process can proceed:
 - a. agreement by both Councils that non-binding arbitration is necessary;
 - b. appointment by both Councils of officials to participate in the non-binding arbitration process;
 - c. engagement, at equal cost to both municipalities, of an impartial and independent arbitrator agreed to by both municipalities; and
 - d. approval by both municipalities of an arbitration schedule, including the time and location of meetings and a deadline for the completion of the process.
2. At the conclusion of the non-binding arbitration, the arbitrator will submit a report to both Councils.
3. If both Councils agree, then the arbitrator's recommendations will be implemented by the Council or Councils as necessary. Any arbitrator's decision will not be binding on either municipality unless both municipalities concur, and will be subject to the formal approval of both Councils.
4. If no agreement can be reached to abide by the arbitrator's decision or if both Councils do not approve the arbitrator's recommendation, then an appeal process may be initiated if provided for under the provisions of the Municipal Government Act. If there is no appeal process available, then the applicant municipality may proceed with any approvals as are allowed.

4.13 Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

1. ~~In the event that~~If the mediation process fails, the applicant municipality may approve the matter (e.g., a Land Use Bylaw amendment, a development permit approval, etc.).



2. If the applicant municipality passes a bylaw to implement the matter, then the responding municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act in accordance with that Act.
3. If the appeal of the matter is to the applicant municipality's Subdivision and Development Appeal Board, the responding municipality may appeal that action to the Subdivision and Development Appeal Board as it sees fit.

If there is no appeal available pursuant to the Act, then the responding municipality may wish to pursue a Court option.

4.14 Court Option

After any action by the Municipal Government Board, or the applicant municipality's Council or Subdivision and Development Appeal Board from which there is no further appeal, the responding municipality will have the option, should it so choose, of undertaking a court challenge of the matter.

~~4.15 Intermunicipal Development Plan Termination~~

- ~~1. The plan is renewable by resolution of both Councils before the 5th anniversary of the third reading of the Bylaws adopting this plan and every 5 years thereafter. Failure to renew this plan by both municipalities by the 5th anniversary will cause the plan to lapse and cease to exist.~~



5 Maps

5.1 – Future Land Use Concept

5.2 – Major Intersections

5.1 Future Land Use Concept

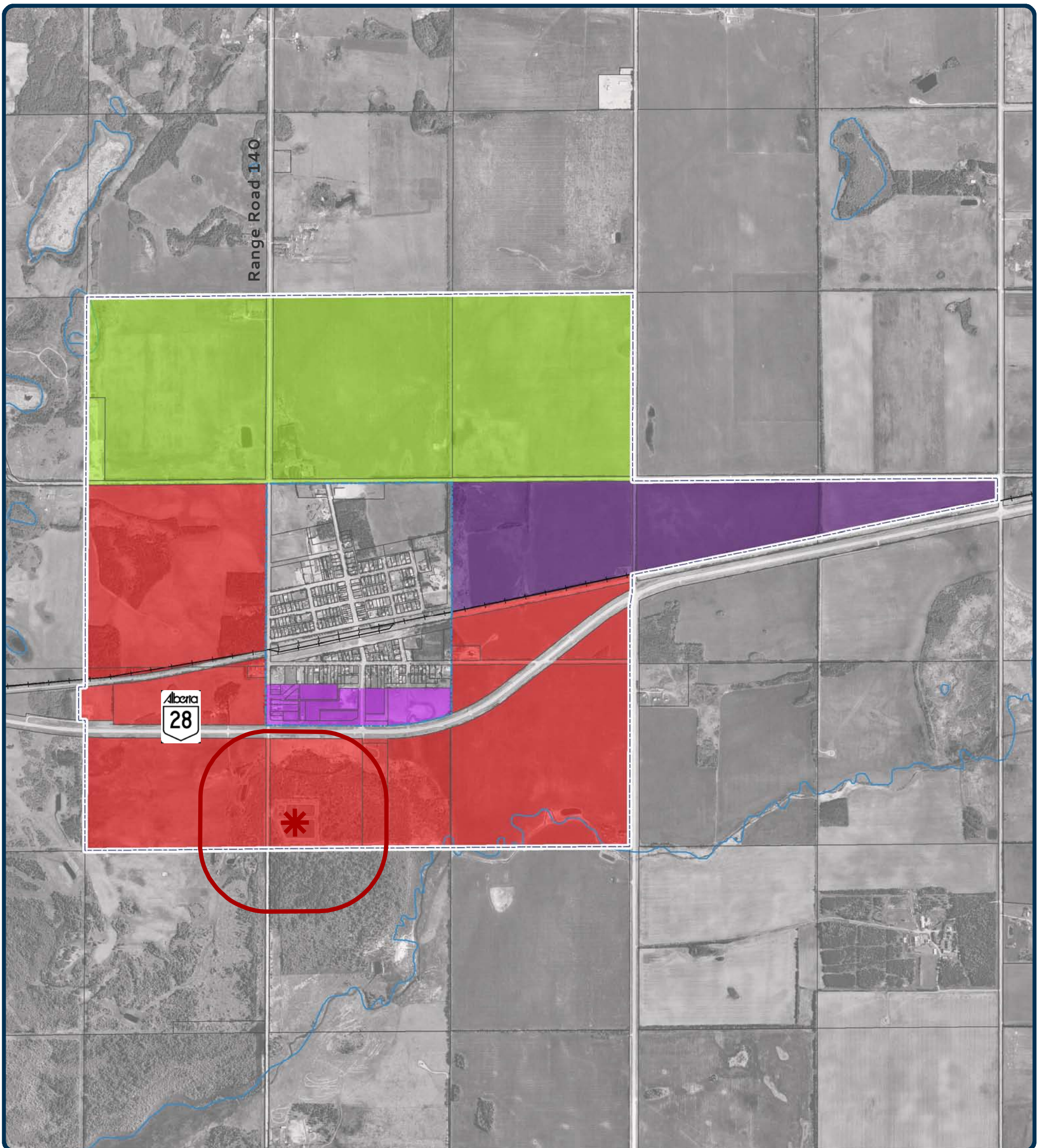


Intermunicipal Development Plan



Map 5.1 Village of Vilna – Future Land Use Concept

- IDS Boundary
- Village Boundary
- Nuisance Ground (with 300m setback)
- Agricultural
- Unserviced Commercial and Industrial
- Serviced Industrial
- Unserviced Industrial



0 1 2 Kilometres




5.2 Major Intersections



Intermunicipal Development Plan



Map 5.2 Village of Vilna – Major Intersections

-  IDS Boundary
-  Village Boundary
-  Major Intersection



0 1 2 Kilometres

FOR MORE INFORMATION: www.munplan.ab.ca
#208, 17511-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991





6 Appendix A – Information Maps

6.1 – CLI Agricultural Land

6.2 – Local Features

6 Appendix A – Information Maps







6.1 CLI Agricultural Land



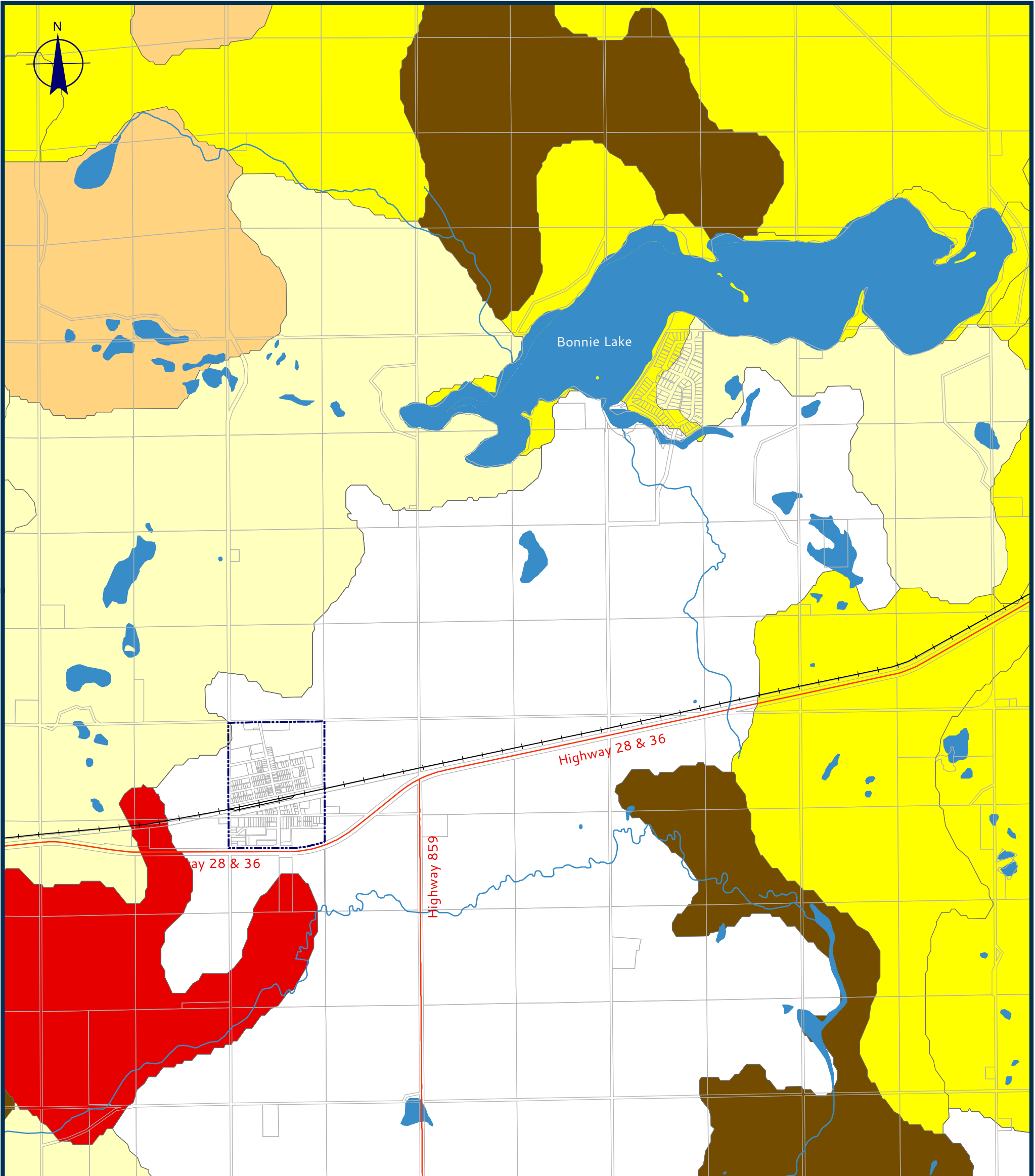
Intermunicipal Development Plan

Map 6.1 Village of Vilna – CLI Agriculture

-  Village of Vilna
-  Water Body
-  Highway
-  Water Course
-  Railway

-  Moderate limitations
-  Moderately severe limitations
-  Severe limitations
-  Very severe limitations
-  Perennial forage crops
-  Organic Soils

0 1 2 3 Kilometre

Digital Geographic Information: Canada National Topological Survey Geobase and Geogratix & Altalis



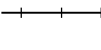

Geographic coordinate system and projection: UTM. NAD 83 Datum: Zone 12N

FOR MORE INFORMATION: www.munplan.ab.ca | #208, 1751-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991

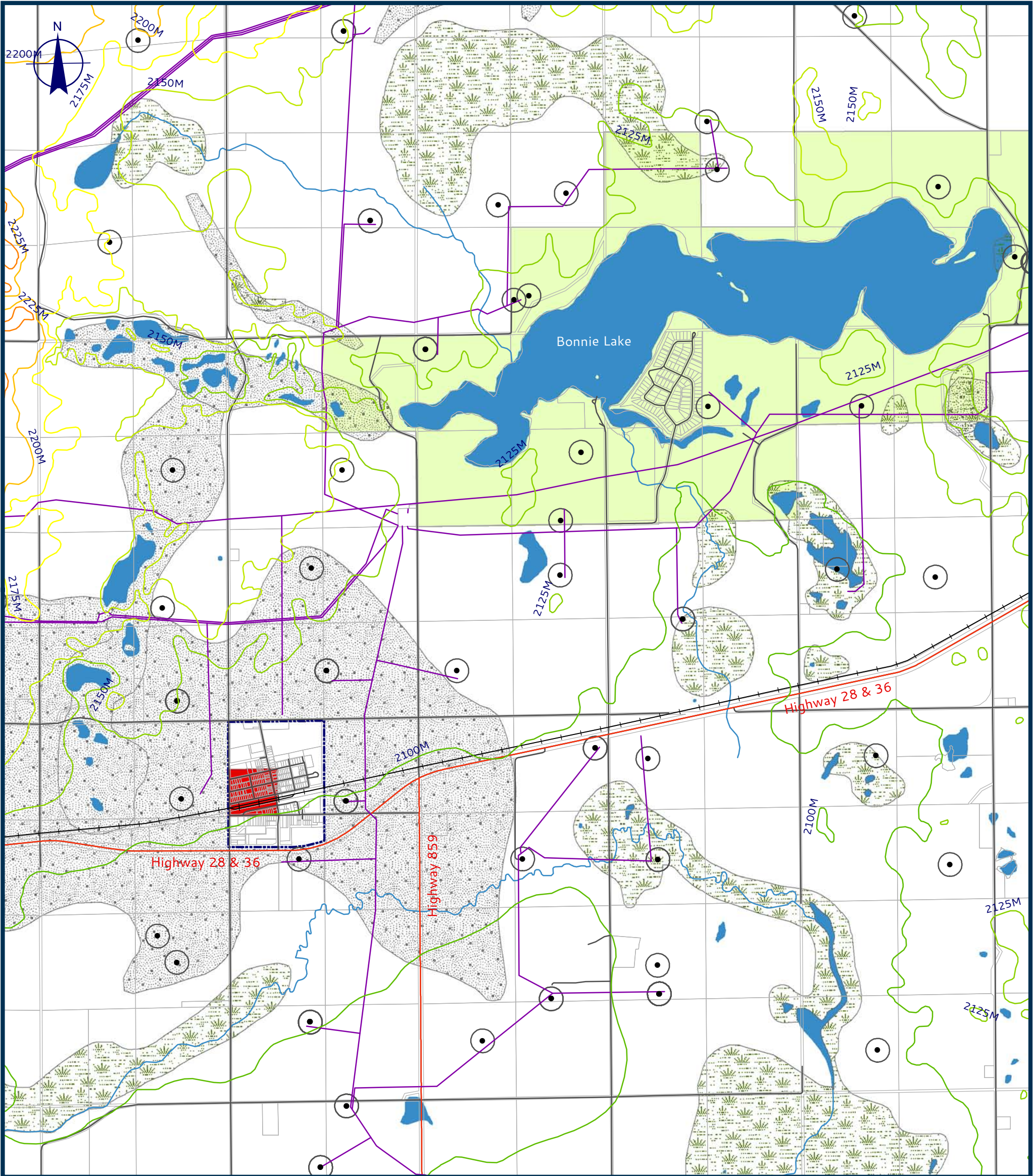


Intermunicipal Development Plan

Map 6.2 Village of Vilna – Local Features

-  Village of Vilna
-  Water Course
-  Environmentally Sensitive Area
-  Highway
-  Wetlands
-  Resource Pipeline
-  Railway
-  Historic Resource
-  Well (with 100 M Setback)
-  Water Body
-  Aggregate Deposit
-  Elevation (25 M Contours)

0 1 2 3 Kilometre



Digital Geographic Information: Canada National Topological Survey Geobase and Geogatis & Altalis

Geographic coordinate system and projection: UTM. NAD 83 Datum: Zone 12N

FOR MORE INFORMATION: www.munplan.ab.ca | #208, 1751-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991





Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.c

Topic: Departmental License of Occupation (DLO 170189) – Hanmore Lake Boat Launch

Presented By: Jordan Ruegg, Planning and Development Manager

Recommendation:

That Smoky Lake County Council pass a Resolution, and affix signatures, on the form attached, which acknowledges the County’s interest held under Departmental License of Occupation DLO 170189 – Hanmore Lake Boat Launch

Background:

DLO 170189 for a boat launch providing access to Brodyk Lake was recently approved by Alberta Environment and Protected Areas, with an expiry date of **September 3, 2048**. The DLO is located within REC Lease 170006 which is currently under review by Alberta Environment and Protected Areas for a 25-year lease.

Benefits:

The County will formalize the DLO and be able to provide public access to Hanmore Lake, encouraging more residents and tourists to use the area. By passing the proposed Resolution, administration will be able to keep track of the termination date of the DLO to ensure renewal (should it be desirable) shall occur on schedule.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Nil.

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

Public Lands Act

Intergovernmental:

Smoky Lake County shall abide by the conditions imposed by Alberta Environment and Protected Areas by DLO 170189.

Strategic Alignment:

N/A

Enclosure(s):

Attachment #1 – Resolution Attachment #2 – DLO 170189



Request for Decision (RFD)

Signature of the CAO:

A handwritten signature in blue ink, consisting of a large initial 'J' followed by several loops and a final 'M' with a period, written over a horizontal line.

COUNCIL RESOLUTION

Smoky Lake County

A Resolution of the Council of Smoky Lake County for the purpose of holding a disposition with the Province of Alberta for a Departmental License of Occupation (DLO).

WHEREAS, the lands hereafter described are subject to Departmental License of Occupation DLO 170189 and the terms and conditions thereof, for a public boat launch at Hanmore Lake,

AND WHEREAS, the term of said DLO became effective on **February 5, 2023**, and expires on **September 3, 2048**,

THEREFORE, be it resolved that the Council of Smoky Lake County does hereby acknowledge its interest in said DLO, respecting the lands legally described as:

**MERIDIAN 4
RANGE 17
TOWNSHIP 61
SECTION 20
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS**

Lorne Halisky, Reeve

SEAL

Gene Sobolewski, Chief Administrative
Officer

Approved this _____ day of _____, 2023.



**RENEWED
DISPOSITION**

**PROVINCE OF ALBERTA
PUBLIC LANDS ACT**

R.S.A. 2000, c.P-40, as amended

DISPOSITION TYPE

Licence of Occupation

DISPOSITION NUMBER

DLO170189

PURPOSE

Bed and Shore

ACTIVITY

Boat Launch – Municipalities

DISPOSITION HOLDER

SMOKY LAKE COUNTY

EFFECTIVE DATE

2023-02-05

EXPIRY DATE

2048-09-03

PLAN NUMBER

32462 TL

PLAN VERSION DATE

2018-09-04

ADMINISTRATIVE CONDITIONS

Definitions

- 001** All definitions in the *Public Lands Act*, RSA 2000, c P-40 and regulations apply except where expressly defined in this Disposition.

Where a definition is not provided for in the *Public Lands Act*, RSA 2000, c P-40 and regulations or this Disposition, the definition contained in the ***Alberta Public Lands Glossary of Terms*** shall apply.

In this Disposition,

“**Act**” means the *Public Lands Act*, RSA 2000, c P-40, as amended;

“**Activity**” means the construction, operation, use and reclamation associated with the purpose for which this disposition has been granted.

“**Director**” means the “director” duly designated under the Act;

“**Disposition**” means this disposition, granted pursuant to the Act, which includes this document in its entirety, including all recitals, indices and Schedules;

“**Disposition Holder**” means the holder of a disposition according to the records of the Regulatory Body;

“**Effective Date**” means the date referred to as such on the first page of this Disposition;

“**Expiry Date**” means the date referred to as such on the first page of this Disposition;

“**Lands**” means those lands as identified in the approved Plan which forms part of this Disposition;

“**Personal Information**” has the meaning as set out in the Freedom of Information and Protection of Privacy Act, RSA 2000, c F-25, as amended;

“**Regulatory Body**” means the Department of Environment and Parks or the Alberta Energy Regulator;

“**Regulation**” means all regulations, as amended, under the Act.

“**Term**” has the meaning set forth in section 5 of this Disposition.

Grant of Disposition

- 002** The Regulatory body issues this Disposition to the Disposition Holder, in accordance with the Act/Regulation subject to the terms and conditions contained in this Disposition.

- 003** The Disposition Holder must only enter, occupy and use the Lands for the purpose* and activity as referred to as such on the first page of this Disposition.

- 004** Notwithstanding any references in this Disposition, the Act, or the Regulation, this Disposition is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.

Term

- 005** The term of this Disposition means the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with this Disposition (the “Term”).

Disposition Fees and Other Financial Obligations

- 006** The Disposition Holder must pay all fees, rents, charges, security and other amounts payable in accordance with the Act and Regulations.

- 007** The Disposition Holder must be responsible for the payment of, and must pay promptly and regularly as they become due and payable, any tax, rent, rate or assessment that is duly assessed and charged against the Disposition Holder, including but not limited to property taxes and local improvement charges with respect to the municipality in which the Lands are located.

Notwithstanding that this Disposition has expired, the Disposition Holder remains liable for the amount of rent, property taxes and local improvement charges.

Notwithstanding that this Disposition has been cancelled, the Disposition Holder remains liable for the amount of the property taxes and local improvement charges, as calculated on a pro-rated basis from January 1st of the last year of the Term to the date of cancellation of the Disposition.

- 008** The Disposition Holder must be responsible for the payment of all costs to the appropriate service provider or to the Regulatory Body charges with respect to the supply and consumption of any utility services and the disposal of garbage.

Compliance

- 009** The Disposition Holder must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.

Condition of the Lands

- 010** The Disposition Holder accepts the Lands on an “as is” basis.

Improvements to the Lands

- 011** The Lands and buildings, structures and equipment erected thereon must be used by the Disposition Holder solely for the purposes permitted by this Disposition, the Act, and the Regulations.

Impact on Other Disposition Holders

- 012** The Disposition Holder shall be responsible for damage to improvements or to the Lands in which prior rights have been issued, including damage to traps, snares or other improvements.

- 013** The disposition holder is required to contact the registered trapper(s) identified on an Activity Standing Search Report by registered mail at least ten days prior to commencing any activity.

Province's Use of the Lands

- 014** The Province may reconstruct, expand or alter its facilities on the Lands in any manner. The Disposition Holder must, if directed by the Regulatory Body, relocate the Disposition Holder's improvements at the Disposition Holder's expense in order to facilitate reconstruction, expansion or alteration of the Province's facilities.
- 015** The Disposition Holder acknowledges that:
- a) the Regulatory Body may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;
 - b) the Regulatory Body may retain revenues from such additional dispositions; and
 - c) the Disposition Holder is not entitled to any reduction in its fees, rents, charges or other amounts payable on the basis that additional dispositions relating to the Lands have been issued.

Assignment, Subletting and Encumbrances

- 016** The Disposition Holder must not:
- a) Permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or
 - b) Register, cause or allow to be registered, or permit to remain registered any caveat or encumbrance against the title to the Lands, without first obtaining the prior written consent of the Regulatory Body, which may be arbitrarily withheld.

Default and Termination

- 017** The Regulatory Body may cancel this Disposition immediately if:
- a) a creditor lawfully seizes any of the Disposition Holder's property on the Land;
 - b) the Disposition Holder is adjudged bankrupt or makes a general assignment for the benefit of creditors;
 - c) a receiver of any type is appointed for the Disposition Holder's affairs;
 - d) in the Regulatory Body's opinion, the Disposition Holder is insolvent;
- 018** When a Disposition has been terminated, the Regulatory Body may cancel any associated dispositions.
- 019** The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as the Regulatory Body considers necessary to construct banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

Indemnification and Limitation of Liability

- 020** The Disposition Holder must indemnify and hold harmless the Province and/or the Regulatory Body, its employees, and agents against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- a) the Disposition Holder's breach of this Disposition, or
 - b) any actions or omissions, negligence, other tortious act, or willful misconduct of the Disposition Holder, or of those for whom the Disposition Holder is legally responsible, in relation to the exercise of the rights, powers, privileges or duties under this Disposition.
- 021** The Disposition Holder will not be entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Regulatory body, regardless of the cause or reason therefore, on account of:
- a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;
 - b) the relocation of facilities or any loss or damage resulting from flooding or water management activities;
 - c) the relocation of facilities or any loss or damage resulting from wildfire or wildfire management activities;
 - d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent or contiguous property; or
 - e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same, must be made with reasonable expedition.

Insurance

- 022** The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities therein, maintain the following insurance coverage in compliance with the *Insurance Act*, RSA 2000, c I-3, with carriers, on forms, and with coverage and endorsements satisfactory to the Regulatory Body in its sole discretion:
- i. General or commercial liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. That includes employees and members as additional insureds, products and completed operations liability if applicable; sudden and accidental pollution coverage if applicable; and watercraft liability if applicable;
 - ii. Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Disposition Holder and used on or taken onto the Lands or used in carrying out the obligations under this Disposition in an amount not less than \$2,000,000;
 - iii. "All risk" property insurance insuring the Disposition Holder's personal property on the Lands against accidental loss or damage; and
 - iv. Such additional insurance policies and coverage as the Regulatory Body reasonably requires from time to time, including, but not limited to, wildfire expense coverage in an amount not less than \$250,000

- 023** The Disposition Holder must on request of the Regulatory Body, provide the Regulatory Body with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to using or occupying the Lands and at any other time upon request of the Regulatory Body. On request, the Disposition Holder must promptly provide the Regulatory Body with a certified true copy of each policy.
- 024** Any insurance called for under this Disposition must be endorsed to provide the Regulatory Body with at least 30 days advance written notice of cancellation or material change.

Notices

- 025** The Disposition Holder must maintain current contact information with the Regulatory Body.

Interpretation

- 026** The headings used throughout this Disposition are inserted for convenience of reference only and do not form part of the Disposition.
- 027** A reference to any federal or provincial law or regulation or to any municipal bylaw shall be deemed to be a reference to the law, regulation or bylaw as may be amended, revised, repealed and replaced, or substituted from time to time.

General

- 028** For greater certainty, the Disposition Holder must comply with the terms of the attached indices, supplements, addendums and schedules, including:
- a) Landscape Analysis Tool Report
 - b) Supplements
 - c) Condition Addendum (if applicable)
 - d) Or otherwise identified by the regulatory body
- 029** Should any term of the disposition be invalid or not enforceable, it must be severed from the Disposition and the remaining terms of the disposition must remain in full force and effect.
- 030** The Disposition Holder must:
- a) generate and receive an Entry Confirmation Number through the Electronic Disposition System (EDS) within 72 hours of commencing the activity; and
 - b) provide other notifications in relation to the status of the activity as directed in writing by the Regulatory Body.

- 031** The Disposition Holder must comply with the direction as provided within the *Pre-Application Requirements for Formal Dispositions* document as amended and in effect on the date of issuance of this Disposition.

Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

Page 1 of 11

LAT Number:	000004E4FA	LAT Date:	2017-12-19	10:36:52
Project Name:	Hanmore Lake_Boat Launch			
Project Description:				
Disposition Type:	DLO	License of Occupation		
Purpose Type:	BDSH	Bed and Shore		
Activity Type:	BDSH18DLOP	Boat Launch - Municipalities		

Responsibility of Applicants:

It is the applicant's responsibility to conduct a full review of the generated LAT Report, ensuring that you are aware and have a full understanding of the identified standards and conditions, and any additional limitations that may also be imposed by an approved higher level plan, reservation or notation or any other law or Order of the Province or the Government of Canada that may impact the placement, construction or operation of the proposed disposition, purpose and activity.

The applicant must assess if the proposed disposition, purpose and activity can meet the applicable standards, conditions and any limitations which will subsequently determine if the application can be submitted to the regulatory body. Applicants should complete a thorough review of regulatory and application processes including supporting procedural documents and the generated LAT Reports prior to making this determination.

Where the applicant chooses not to meet, or is not able to meet, one or more Approval Standards or higher level plans within the generated LAT Report as submitted as part of the application, or any affected reservations as identified within the land status report, the applicant is required to complete the appropriate mitigation as part of their supplement submission that addresses individually each of the items not being met.

The information provided within the LAT Tool is a spatial representation of features provided to the applicant for activity and land use planning. The accuracy of these layers varies depending on the resource value being represented. The regulatory body insists that site visits, wildlife surveys and groundtruthing efforts are completed to ensure that you, the applicant can meet the procedures detailed within the *Pre-Application Requirements for Formal Dispositions*, the identified approval standards, operating conditions and *Best Management Practices* as represented within the *Master Schedule of Standards and Conditions*.

Proximity to Watercourse/Waterbodies:

Applicants will ensure that standards or conditions for Watercourse/Waterbody features as identified within the generated LAT Report are followed. It is the responsibility of the applicant to ensure the identified setbacks and buffers are properly established through a pre-site assessment and maintained.

NOTE: Be aware that the submission of a LAT Report as part of an application submission does not infer approval of the activity. The standards and conditions identified within the LAT Report may be subject to change based on regulatory review.

Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

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Base Features	
Green/White Area:	White Area
Municipality:	Smoky Lake County
Higher Level Plans:	
	FMA:
	FMU: LO1
	Provincial Grazing Reserve:
	Rocky Mountain Forest Reserve:
	PLUZ Areas:
Provincial Sanctuaries	
Wildlife Corridors:	Game Bird: Zone 1
Restricted Area:	Seasonal:

Landscape Analysis Tool (LAT) Report

License of Occupation

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Additional Application Requirements			
Wildlife Survey		DND Area	
Sensitive Features			
Wildlife and Other Sensitive Species			
	Intersected		Intersected
Burrowing Owl Range		Piping Plover Waterbodies	
Caribou Range		Sensitive Amphibians Ranges	
Colonial Nesting Birds		Sensitive Raptor Range	
Eastern Short-horned Lizard Range		Sensitive Snake Species Range	
Endangered and Threatened Plants Ranges		Sharp-tailed Grouse Leks and Buffer	
Greater Sage Grouse Range		Sharp-tailed Grouse Survey	
Greater Sage Grouse Leks and Buffer		Special Access Zone	
Grizzly Bear Zone		Swift Fox Range	
Key Wildlife and Biodiversity Areas		Trumpeter Swan Buffer	
Mountain Goat and Sheep Areas		Trumpeter Swan Waterbodies/Watercourse	
Ord's Kangaroo Rat Range			
Other Sensitive and Endangered Species			
Federal Orders:			
	Intersected		
Greater Sage Grouse			
Grassland and Parkland Natural Region:			
	Intersected		
Grassland and Parkland Natural Region			

Landscape Analysis Tool (LAT) Report

License of Occupation

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Alberta Township System (ATS) Land List

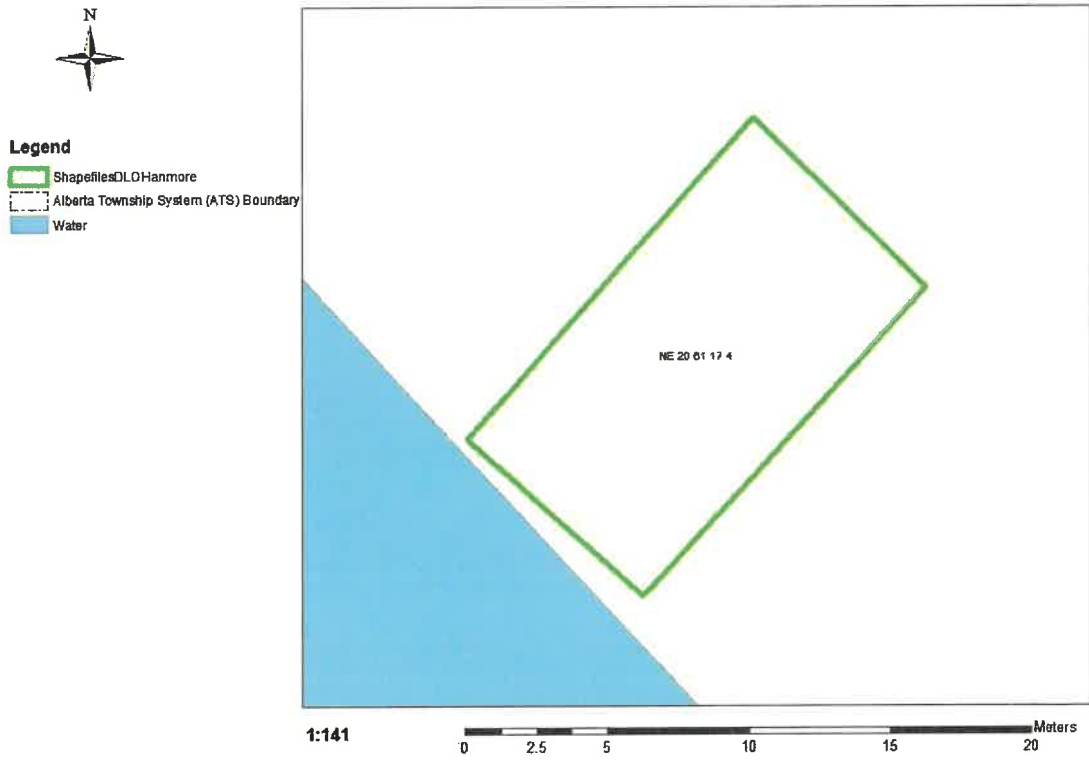
Quarter	Section	Township	Range	Meridian	Road Allow.	Sensitive Features Identified
NE	20	61	17	4		

Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

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Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

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Land Management		
Report ID	Approval	Condition
1	1011-AS	Incidental Activities as referenced on the associated supplement that fall within the sizing parameters, as defined within the PLAR Approvals and Authorizations Administrative Procedure's as amended, identified at the time of application are subject to the conditions of the associated disposition and shall be available for use for a term of four years from date of disposition approval.
2	1013-AS	Where an Integrated Resource Plan or a Reservation/Protective Notation identifies a greater set back, the greater set back shall prevail.
3	1014-AS	Additional applications for access will not be permitted if access under disposition already exists.
4	1015-AS	Where a Higher Level Plan exists, the direction provided within that plan shall be followed.
5	1017-AS	For activities that fall within any Protective Notation (PNT) lands with a purpose code 400 Series encompassing a section of land (259 hectares) or less, located in the Provincial White Area (i.e., Provincial settled lands), all construction activities shall be built and occur within lands developed as range improvement. Where no range improvement exists, activities shall occur within 100 metres of the perimeter (i.e., outside boundary), with the following exceptions: <ul style="list-style-type: none"> • pipeline construction activities
6	1023	The disposition holder shall repair or replace any identified improvements (e.g., fences, water control structures, and signage) that were damaged as a result of industry activities on the land to pre-existing condition within 30 days of entry or immediately if occupied by livestock.
7	1024	The disposition holder shall maintain all activities for proper drainage of surface water.
8	1026	For activities that occur on Canadian Forces Bases, the disposition holder shall coordinate all activities through Energy Industry Control at (780) 842-5850 for activity on Canadian Forces Base/Area Support Unit, Wainwright, and (780) 573-7206 for activity on Canadian Forces Base/Area Support Unit, Cold Lake.
9	1028	The disposition holder shall comply with all requirements and direction as defined within the Pre-Application Requirements for Formal Dispositions as amended.
10	1030	The disposition holder shall not cause surface disturbance in coulees or through river benchland areas-excluding access, pipelines and linear easements crossing the watercourse feature..
11	1032	In addition to complying with Federal, provincial and local laws and regulations respecting the environment, including release of substances, the disposition holder shall, to the regulatory body's satisfaction, take necessary precautions to prevent contamination of land, water bodies and the air with particulate and gaseous matter, which, in the opinion of the regulatory body in its sole discretion, is or may be harmful.

Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

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12	1033	The disposition holder shall remove all garbage and waste material from this site to the satisfaction of the regulatory body, in its sole discretion.
13	1037	Entry is not allowed within the boundaries of any research or sample plot.
14	1038	When planned activities cross designated or recreation trail(s) or when operations encroach on those trail(s), the disposition holder shall ensure that: <ul style="list-style-type: none"> • Lines crossing trail(s) are constructed in a manner that will not remove snow from the trail(s), produce ruts in the trail(s), or otherwise adversely affect travel. • No mechanical equipment is permitted to travel along the trail(s), unless approved in writing by an officer of the regulatory body. • Warning signs are posted along trail(s) during construction and reclamation activities advising trail users of the upcoming crossing location. • Any recording devices or equipment laid along the trail(s) are placed off of the travel portion so that the geophones do not interfere with travel.
15	1046	Where a Wildfire Prevention Plan and/or FireSmart Plan is required for review and approval by the Wildfire Management Branch, the disposition holder shall ensure any proposed clearing on public land has been agreed to by the regulatory body.

Vegetation

Report ID	Approval	Condition
16	1101	Manage all weeds as per the Weed Control Act.
17	1105	Chemical application for the purpose of vegetation control, shall occur in accordance with the Pesticide Regulation and Environmental Code of Practice for Pesticides.
18	1106	The disposition holder shall salvage all merchantable timber and haul to the location of end use unless a request for waiver is approved under the Forests Act.
19	1107	The disposition holder shall salvage timber according to the utilization standards for the overlapping timber disposition(s) (i.e., FMA, CTL, DTL) or, where no overlapping timber disposition exists, as per the approved forest management plan.
20	1108	The disposition holder must slash, limb and buck flat to the ground all woody debris and leaning trees created by the activity. The length of slashed woody debris shall not exceed 2.4 metres.
21	1109	On forested lands, the disposition holder shall dispose of excess coarse woody debris remaining after rollback or stockpiling for interim/final reclamation.
22	1110	The disposition holder shall dispose of coarse woody debris within FireSmart Community Zones by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.
23	1112	The disposition holder shall not allow timber storage piles or windrows to encroach into standing timber.

Landscape Analysis Tool (LAT) Report

License of Occupation

000004E4FA

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Soil		
Report ID	Approval	Condition
24	1130-AS	Permafrost degradation is not permitted. Onsite permafrost depth must be maintained to the same depth as offsite control.
25	1131-AS	In permafrost areas, surface stripping shall not occur.
26	1133	The Disposition holder shall suspend all activities during adverse ground conditions.
27	1134	The disposition holder shall prevent and control erosion (surface and subsurface) and sedimentation on all disturbed lands.
28	1135	The disposition holder must install and maintain erosion control measures (e.g., silt fences, matting, gravel, and check dams).
29	1136	The disposition holder shall not remove soil from the disposition unless authorized. This includes all soil horizons and all soil types (e.g. leaf litter, organic soils such as muskeg, and clay fill material are all included).
30	1137	The Disposition holder must not bury topsoil.
31	1138	Where soil disturbance occurs from site construction or linear trenching of a minimum of 12 inches or greater, the disposition holder must salvage all topsoil if present (topsoil includes the leaf litter layer (LFH) and the A horizon) as follows; <ul style="list-style-type: none"> • Where two-lift stripping occurs, topsoil and part or all of the upper subsoil (B horizon) must be stripped and stored separately. • Where topsoil is less than 15 centimetres, conservation shall include the topsoil plus part of the upper subsoil (B horizon) up to a total depth of 15 centimetres (unless the B horizon is considered chemically unsuitable as outlined in the May 2001 Salt Contamination Assessment Guidelines, as amended).
32	1139	The disposition holder shall store reclamation materials separately (topsoil, subsoil,) on the disposition, such that it can be distributed evenly over the disturbed area for progressive (interim) and/or final reclamation. LFH and coarse woody debris are suitable for storage with topsoil. Reclamation materials must not be buried.
33	1141	Storage piles/windrows of reclamation material shall not encroach into standing timber.
34	1142	Soil sterilants are prohibited.
35	1144	In permafrost areas, the disposition holder shall utilize snow (natural or man-made) to establish a level surface.
Watercourse / Waterbody		
Report ID	Approval	Condition
36	1171-AS	The disposition holder shall not interrupt natural drainage (including ephemeral and fens), block water flow or alter the water table.

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37	1179	The disposition holder shall not deposit or place debris, soil or other deleterious materials into or through any watercourse and/or waterbody, or on the ice of any watercourse and/or waterbody.
38	1184	Access (off-disposition) for water withdrawal requires an Approval or Authorization from the regulatory body.
39	1186	Where surface disturbance will occur and a risk of surface erosion exists, the disposition holder shall install and maintain sediment control structures to dissipate the flow of water and capture sediment prior to it entering a watercourse or waterbody.
40	1194	The disposition holder shall not remove or use water from dugouts, surface ponds, springs, or water wells within the grazing disposition unless an approval is issued from the Environment and Parks (GoA) agrologist.
41	1196	All licences, authorizations and approvals issued under the Alberta Environmental Protection and Enhancement Act, Water Act or Public Lands Act should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Habitat Management, Fisheries and Oceans in relation to the application of federal laws relating to the Fisheries Act (Canada). Fisheries Protection Program, Fisheries and Oceans Canada 867 Lakeshore Road, Burlington, Ontario, L7R 4A6 Telephone: 1-855-852-8320 Email: Fisheriesprotection@dfo-mpo.gc.ca Web address: www.dfo-mpo.gc.ca Proponents should also contact the Navigation Protection Program, Canadian Coast Guard, 4253-97 Street, Edmonton, Alberta, T6E 5Y7, phone: (780) 495-4220, relating to the Navigation Protection Act.

Reclamation

Report ID	Approval	Condition
42	1202	The disposition holder shall utilize natural recovery, on all native landscapes (forested, wetlands, riparian, and peatlands) for all areas of the site, not required for operations or padded with clay. Natural recovery is to be implemented within 1 growing season of completions (post-drill) or for sites that are not drilled within 1 growing season of construction. Assisted natural recovery is allowed on high erosion sites, sites prone to weeds, agronomic invasion, or padded sites (forested and peatland). a) During assisted natural recovery when reseeding with herbaceous seed native to the Natural Subregion or agronomic annuals and seed mixes as approved by the regulatory body, shall be free of the species listed in the Weed Control Act. A seed certificate (under the rules and regulation of the Canada Seeds Act) for each species shall be provided to the regulatory body upon request. b) Assisted natural recovery can be used for planting woody species for the purpose of accelerated reclamation. The woody species must be native to the Natural Subregion and follow the Alberta Forest Genetic Resource Management and Conservation Standards as amended.

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43	1203	The disposition holder shall when seeding pasture or cultivated lands, use agronomic or forage seed that meets or exceeds Certified #1 as outlined in the Canada Seeds Act and Seeds Regulations. Seed mixes are to be free of species listed in the Weed Control Act. A seed certificate (under the rules and regulation of the Canada Seeds Act) for each species shall be provided to the regulatory body upon request.
44	1204	Revegetation with trees or shrubs within the Green Area shall be consistent with the Alberta Forest Genetic Resource Management and Conservation Standards document.
45	1210	Upon cancellation and abandonment, the disposition holder shall contour the disturbed land to an acceptable land form using chemically suitable overburden and/or subsoil. The disposition holder shall replace topsoil and restore the natural drainage by removing any culverts and fills.
46	1211	Upon abandonment or as directed by the regulatory body, the disposition holder shall reclaim the disposition to the pre-disturbance land use (forested, grassland, cultivated, mineral wetland and peatlands) unless a change in land use is approved in writing by the regulatory body.

Wildlife

Report ID	Approval	Condition
47	1280	The disposition holder is required to conduct a wildlife sweep of the immediate area (site plus 100 metres) prior to entry and construction to identify wildlife features. All observations must be reported to the regional AEP Wildlife Biologist, the issuing regulatory body, and entered into the Fisheries and Wildlife Management Information System (FWMIS).
48	1281-AS	Where the presence of an important wildlife feature including; mineral licks, raptor nests, active den sites, and hibernacula, is known or identified through a Wildlife Sweep, the disposition holder shall leave a buffer zone of a minimum width of 100m undisturbed vegetation, where an established buffer does not already exist (e.g. Species at Risk). If species are identified during the wildlife sweep, the disposition holder must produce the Wildlife Sweep to the regulatory body for review before continuing with the approved activity. Results from Wildlife Sweeps must be provided to the regulatory body upon request.

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49	1286	<p>All licences, authorizations and approvals issued under the Alberta Environmental Protection and Enhancement Act, Water Act or Public Lands Act should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Environment Canada, Canadian Wildlife Service in relation to the application of federal laws relating to the Migratory Birds Convention Act (protection of eggs and nests) and the Species at Risk Act.</p> <p>Environmental Stewardship Branch Prairie & Northern Region Environment Canada Eastgate Offices, 9250 – 49th Street Edmonton, Alberta T6B 1K5 Telephone: 1-780-951-8600 Email: Enviroinfo@ec.gc.ca Web address: http://www.ec.gc.ca/paom-itmb/default.asp?lang=En&n=AB36A082-1 Web address: http://www.sararegistry.gc.ca/</p>
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LAND DESCRIPTION

PURPOSE: Bed and Shore

ACTIVITY: Boat Launch – Municipalities

PLAN NUMBER: 32462 TL

PLAN VERSION DATE: 2018-09-04

AFFECTED LANDS:

Qtr/LS	Sec	Twp	Rge	Mer	Qtr/LS	Sec	Twp	Rge	Mer
NE	20	61	17	4					

Form Date: 20160901

Form Name: AS-007

Application Supplement - Bed and Shore

Submitted Date:	2017-12-19 11:08:42	Application Supplement Number:	AS2017006421
Disposition Type:	DLO	Purpose Assigned Code:	BDSH18DLOP
Purpose/Activity Type:	Bed and Shore - Boat Launch - Municipalities		
Project Name:	Hanmore Lake DLO		

A. Project/Construction Description

1. Identify the dates of construction from commencement to completion:

2017-12-19	2017-12-19
commencement	completion

2. Is the purpose/activity selected for this application, Beach Modification/Development, Watercourse Bank Stabilization or Watercourse Realignment/Reconstruction?

If Yes, provide additional detailed information about the specifics of the activity including, construction methods, equipment used and materials being used.

3. Has a Water Act approval been issued for this activity?
 If No, has a Water Act application been submitted?
 If Yes - Identify the Water Act Authorization number:

4. Identify all aspects of vegetation removal/management:

a) Is merchantable timber present?

b) Describe your method of site clearing:

Existing Boat Launch, no new clearing required.

c) Brush disposal: (select all that apply)

Rollback
 Mulch
 Spread
 Pile & Burn
 N/A
 Other:

5. Topsoil Handling:

Method:

Describe soil storage and potential debris storage for site clearing:

No storage of soil or woody debris required.

6. Site Profile (Upland/Wetland area): Define in hectares the amount of Upland and Wetland area that is present within the proposed disposition area prior to construction:

Upland area: (ha) Wetland area: (ha)

B. Land Standing Review

1. Based on the Detailed Lands Standing search of the affected lands, were any reservations/notations identified?

Reservation Number		Purpose Code	Restriction Code	Contact Required with Reservation/Notation Holder	Date of Contact	Response Recieved from Reservation/Notation Holder	Were Concerns Noted	Were Concerns Accommodated by the Applicant prior to application	Application Options
Type	Number								
CNT	850272	0700	1	Yes	2017-12-19	No	N/A	N/A	

2. Based on the LAT Report and the Detailed Land Standing search of the affected lands, were any government approved higher level plans identified?

No

If Yes, identify the government approved higher level plan within the table below, identify the direction as identified within Table 5 of the Pre-Application Requirements for Formal Dispositions and when contact was made, if required.

Higher Level Plan Name	
Table 5 Direction	Date of Contact (if required)

Higher Level Plan Name	
Table 5 Direction	Date of Contact (if required)

Note: Approving staff may request the notification or referral response documents at any time to support land use decisions or compliance and assurance purposes.

3. Identify the date your Historical Resources search was completed:

If present, what is the Historical Resource Value (HRV) of the affected lands?

If HRV is 1-5, an "Application for Historical Resources Act Clearance" must be submitted to the Cultural Facilities and Historical Resource Division (CFHRD) of Alberta Community Development.

Date Application was Submitted:

Note: Activities on land that has an HRV of 4 or 5 may require a Historical Resources Impact Assessment (HRIA).

C. Site Sensitivity

1. Was a Wildlife Survey required for this activity based on the LAT Report?

No If Yes, complete the next question.

2. Did the Wildlife Survey identify any of the sensitive species listed below?

If Yes, select all that apply:

- Sensitive Raptor Nest
- Burrowing Owl Den/Nest
- Sensitive Snake Rookery
- Sensitive Snake Hibernacula
- Endangered/threatened plant species:
- Sharp Tailed Grouse Lek
- Active Swift Fox Den
- Ord's Kangaroo Rat Den
- Eastern Short-Horned Lizard Coulee or Valley Edge

D. Incidental Activities

The details of all incidental activities identified on your application plan must be provided in the following table. All fields must be filled out properly in order to be processed by the regulating body.

NOTE: Incidental activities shown on the authorized plan that comply with the PLAR Approval and Authorizations Procedures shall be permitted during the term of a Short Term Disposition. This approval is limited to: borrow pits, log decks, temporary work spaces, push outs and bank stabilization, within identified sizing limits.

The disposition holder must obtain a separate TFA before commencing any incidental activities or temporary uses which are not shown on the authorized plan or those that do not comply with the *PLAR Approval and Authorizations Procedures*.

Signature Page

Pursuant to the *Public Lands Act*, RSA 2000, c P-40, this disposition is issued on the date noted above subject to the attached terms and conditions.

UserName: jon.murray
Title: Sr Mgr, Disposition Services
Date: Sunday, 05 February 2023, 04:19 PM Mountain Daylight Time
Meaning:
=====



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: #7.d

Topic: Departmental License of Occupation (DLO 170154) – Brodyk Lake Boat Launch

Presented By: Jordan Ruegg, Planning and Development Manager

Recommendation:

That Smoky Lake County Council pass a Resolution, and affix signatures, on the form attached, which acknowledges the County's interest held under Departmental License of Occupation DLO 170154 – Brodyk Lake Boat Launch

Background:

DLO 170154 for a boat launch providing access to Brodyk Lake was recently approved by Alberta Environment and Protected Areas, with an expiry date of **February 13, 2048**. The DLO is located within REC Lease 170005 which is currently under review by Alberta Environment and Protected Areas for a 25-year lease.

Benefits:

The County will formalize the DLO and be able to provide public access to Brodyk Lake, encouraging more residents and tourists to use the area. By passing the proposed Resolution, administration will be able to keep track of the termination date of the DLO to ensure renewal (should it be desirable) shall occur on schedule.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Nil.

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

Public Lands Act

Intergovernmental:

Smoky Lake County shall abide by the conditions imposed by Alberta Environment and Protected Areas by DLO 170154.

Strategic Alignment:

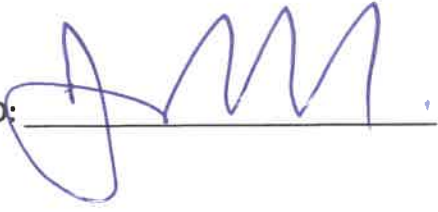
N/A

Enclosure(s):

Attachment #1 – Resolution Attachment #2 – DLO 170154



Request for Decision (RFD)

Signature of the CAO: 

COUNCIL RESOLUTION

Smoky Lake County

A Resolution of the Council of Smoky Lake County for the purpose of holding a disposition with the Province of Alberta for a Departmental License of Occupation (DLO).

WHEREAS, the lands hereafter described are subject to Departmental License of Occupation DLO 170154 and the terms and conditions thereof, for a public boat launch at Brodyk Lake,

AND WHEREAS, the term of said DLO became effective on **February 5, 2023**, and expires on **February 13, 2048**,

THEREFORE, be it resolved that the Council of Smoky Lake County does hereby acknowledge its interest in said DLO, respecting the lands legally described as:

**MERIDIAN 4
RANGE 17
TOWNSHIP 60
SECTION 24
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS**

Lorne Halisky, Reeve

SEAL

Gene Sobolewski, Chief Administrative
Officer

Approved this _____ day of _____, 2023.



**RENEWED
DISPOSITION**

PROVINCE OF ALBERTA

PUBLIC LANDS ACT

R.S.A. 2000, c.P-40, as amended

DISPOSITION TYPE

Licence of Occupation

DISPOSITION NUMBER

DLO170154

PURPOSE

Bed and Shore

ACTIVITY

Boat Launch – Municipalities

DISPOSITION HOLDER

SMOKY LAKE COUNTY

EFFECTIVE DATE

2023-02-05

EXPIRY DATE

2048-02-13

PLAN NUMBER

32406 TL

PLAN VERSION DATE

2019-02-14

ADMINISTRATIVE CONDITIONS

Definitions

- 001** All definitions in the *Public Lands Act*, RSA 2000, c P-40 and regulations apply except where expressly defined in this Disposition.

Where a definition is not provided for in the *Public Lands Act*, RSA 2000, c P-40 and regulations or this Disposition, the definition contained in the ***Alberta Public Lands Glossary of Terms*** shall apply.

In this Disposition,

“Act” means the *Public Lands Act*, RSA 2000, c P-40, as amended;

“Activity” means the construction, operation, use and reclamation associated with the purpose for which this disposition has been granted.

“Director” means the “director” duly designated under the Act;

“Disposition” means this disposition, granted pursuant to the Act, which includes this document in its entirety, including all recitals, indices and Schedules;

“Disposition Holder” means the holder of a disposition according to the records of the Regulatory Body;

“Effective Date” means the date referred to as such on the first page of this Disposition;

“Expiry Date” means the date referred to as such on the first page of this Disposition;

“Lands” means those lands as identified in the approved Plan which forms part of this Disposition;

“Personal Information” has the meaning as set out in the Freedom of Information and Protection of Privacy Act, RSA 2000, c F-25, as amended;

“Regulatory Body” means the Department of Environment and Parks or the Alberta Energy Regulator;

“Regulation” means all regulations, as amended, under the Act.

“Term” has the meaning set forth in section 5 of this Disposition.

Grant of Disposition

- 002** The Regulatory body issues this Disposition to the Disposition Holder, in accordance with the Act/Regulation subject to the terms and conditions contained in this Disposition.
- 003** The Disposition Holder must only enter, occupy and use the Lands for the purpose* and activity as referred to as such on the first page of this Disposition.
- 004** Notwithstanding any references in this Disposition, the Act, or the Regulation, this Disposition is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.

Term

- 005** The term of this Disposition means the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with this Disposition (the “Term”).

Disposition Fees and Other Financial Obligations

- 006** The Disposition Holder must pay all fees, rents, charges, security and other amounts payable in accordance with the Act and Regulations.
- 007** The Disposition Holder must be responsible for the payment of, and must pay promptly and regularly as they become due and payable, any tax, rent, rate or assessment that is duly assessed and charged against the Disposition Holder, including but not limited to property taxes and local improvement charges with respect to the municipality in which the Lands are located.

Notwithstanding that this Disposition has expired, the Disposition Holder remains liable for the amount of rent, property taxes and local improvement charges.

Notwithstanding that this Disposition has been cancelled, the Disposition Holder remains liable for the amount of the property taxes and local improvement charges, as calculated on a pro-rated basis from January 1st of the last year of the Term to the date of cancellation of the Disposition.

- 008** The Disposition Holder must be responsible for the payment of all costs to the appropriate service provider or to the Regulatory Body charges with respect to the supply and consumption of any utility services and the disposal of garbage.

Compliance

- 009** The Disposition Holder must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.

Condition of the Lands

- 010** The Disposition Holder accepts the Lands on an “as is” basis.

Improvements to the Lands

- 011** The Lands and buildings, structures and equipment erected thereon must be used by the Disposition Holder solely for the purposes permitted by this Disposition, the Act, and the Regulations.

Impact on Other Disposition Holders

- 012** The Disposition Holder shall be responsible for damage to improvements or to the Lands in which prior rights have been issued, including damage to traps, snares or other improvements.

- 013** The disposition holder is required to contact the registered trapper(s) identified on an Activity Standing Search Report by registered mail at least ten days prior to commencing any activity.

Province's Use of the Lands

- 014** The Province may reconstruct, expand or alter its facilities on the Lands in any manner. The Disposition Holder must, if directed by the Regulatory Body, relocate the Disposition Holder's improvements at the Disposition Holder's expense in order to facilitate reconstruction, expansion or alteration of the Province's facilities.
- 015** The Disposition Holder acknowledges that:
- a) the Regulatory Body may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;
 - b) the Regulatory Body may retain revenues from such additional dispositions; and
 - c) the Disposition Holder is not entitled to any reduction in its fees, rents, charges or other amounts payable on the basis that additional dispositions relating to the Lands have been issued.

Assignment, Subletting and Encumbrances

- 016** The Disposition Holder must not:
- a) Permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or
 - b) Register, cause or allow to be registered, or permit to remain registered any caveat or encumbrance against the title to the Lands, without first obtaining the prior written consent of the Regulatory Body, which may be arbitrarily withheld.

Default and Termination

- 017** The Regulatory Body may cancel this Disposition immediately if:
- a) a creditor lawfully seizes any of the Disposition Holder's property on the Land;
 - b) the Disposition Holder is adjudged bankrupt or makes a general assignment for the benefit of creditors;
 - c) a receiver of any type is appointed for the Disposition Holder's affairs;
 - d) in the Regulatory Body's opinion, the Disposition Holder is insolvent;
- 018** When a Disposition has been terminated, the Regulatory Body may cancel any associated dispositions.
- 019** The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as the Regulatory Body considers necessary to construct banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

Indemnification and Limitation of Liability

- 020** The Disposition Holder must indemnify and hold harmless the Province and/or the Regulatory Body, its employees, and agents against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- a) the Disposition Holder's breach of this Disposition, or
 - b) any actions or omissions, negligence, other tortious act, or willful misconduct of the Disposition Holder, or of those for whom the Disposition Holder is legally responsible, in relation to the exercise of the rights, powers, privileges or duties under this Disposition.
- 021** The Disposition Holder will not be entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Regulatory body, regardless of the cause or reason therefore, on account of:
- a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;
 - b) the relocation of facilities or any loss or damage resulting from flooding or water management activities;
 - c) the relocation of facilities or any loss or damage resulting from wildfire or wildfire management activities;
 - d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent or contiguous property; or
 - e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same, must be made with reasonable expedition.

Insurance

- 022** The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities therein, maintain the following insurance coverage in compliance with the *Insurance Act*, RSA 2000, c I-3, with carriers, on forms, and with coverage and endorsements satisfactory to the Regulatory Body in its sole discretion:
- i. General or commercial liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. That includes employees and members as additional insureds, products and completed operations liability if applicable; sudden and accidental pollution coverage if applicable; and watercraft liability if applicable;
 - ii. Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Disposition Holder and used on or taken onto the Lands or used in carrying out the obligations under this Disposition in an amount not less than \$2,000,000;
 - iii. "All risk" property insurance insuring the Disposition Holder's personal property on the Lands against accidental loss or damage; and
 - iv. Such additional insurance policies and coverage as the Regulatory Body reasonably requires from time to time, including, but not limited to, wildfire expense coverage in an amount not less than \$250,000

- 023** The Disposition Holder must on request of the Regulatory Body, provide the Regulatory Body with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to using or occupying the Lands and at any other time upon request of the Regulatory Body. On request, the Disposition Holder must promptly provide the Regulatory Body with a certified true copy of each policy.
- 024** Any insurance called for under this Disposition must be endorsed to provide the Regulatory Body with at least 30 days advance written notice of cancellation or material change.

Notices

- 025** The Disposition Holder must maintain current contact information with the Regulatory Body.

Interpretation

- 026** The headings used throughout this Disposition are inserted for convenience of reference only and do not form part of the Disposition.
- 027** A reference to any federal or provincial law or regulation or to any municipal bylaw shall be deemed to be a reference to the law, regulation or bylaw as may be amended, revised, repealed and replaced, or substituted from time to time.

General

- 028** For greater certainty, the Disposition Holder must comply with the terms of the attached indices, supplements, addendums and schedules, including:
- a) Landscape Analysis Tool Report
 - b) Supplements
 - c) Condition Addendum (if applicable)
 - d) Or otherwise identified by the regulatory body
- 029** Should any term of the disposition be invalid or not enforceable, it must be severed from the Disposition and the remaining terms of the disposition must remain in full force and effect.
- 030** The Disposition Holder must:
- a) generate and receive an Entry Confirmation Number through the Electronic Disposition System (EDS) within 72 hours of commencing the activity; and
 - b) provide other notifications in relation to the status of the activity as directed in writing by the Regulatory Body.

- 031** The Disposition Holder must comply with the direction as provided within the *Pre-Application Requirements for Formal Dispositions* document as amended and in effect on the date of issuance of this Disposition.

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LAT Number:	000004DC17	LAT Date:	2017-11-20	09:10:41
Project Name:	Brodyk Lake Boatlaunch			
Project Description:	unimproved boat launch for associated Recreation lease			
Disposition Type:	DLO	License of Occupation		
Purpose Type:	BDSH	Bed and Shore		
Activity Type:	BDSH18DLOP	Boat Launch - Municipalities		

Responsibility of Applicants:

It is the applicant's responsibility to conduct a full review of the generated LAT Report, ensuring that you are aware and have a full understanding of the identified standards and conditions, and any additional limitations that may also be imposed by an approved higher level plan, reservation or notation or any other law or Order of the Province or the Government of Canada that may impact the placement, construction or operation of the proposed disposition, purpose and activity.

The applicant must assess if the proposed disposition, purpose and activity can meet the applicable standards, conditions and any limitations which will subsequently determine if the application can be submitted to the regulatory body. Applicants should complete a thorough review of regulatory and application processes including supporting procedural documents and the generated LAT Reports prior to making this determination.

Where the applicant chooses not to meet, or is not able to meet, one or more Approval Standards or higher level plans within the generated LAT Report as submitted as part of the application, or any affected reservations as identified within the land status report, the applicant is required to complete the appropriate mitigation as part of their supplement submission that addresses individually each of the items not being met.

The information provided within the LAT Tool is a spatial representation of features provided to the applicant for activity and land use planning. The accuracy of these layers varies depending on the resource value being represented. The regulatory body insists that site visits, wildlife surveys and groundtruthing efforts are completed to ensure that you, the applicant can meet the procedures detailed within the *Pre-Application Requirements for Formal Dispositions*, the identified approval standards, operating conditions and *Best Management Practices* as represented within the *Master Schedule of Standards and Conditions*.

Proximity to Watercourse/Waterbodies:

Applicants will ensure that standards or conditions for Watercourse/Waterbody features as identified within the generated LAT Report are followed. It is the responsibility of the applicant to ensure the identified setbacks and buffers are properly established through a pre-site assessment and maintained.

NOTE: Be aware that the submission of a LAT Report as part of an application submission does not infer approval of the activity. The standards and conditions identified within the LAT Report may be subject to change based on regulatory review.

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Additional Application Requirements			
Wildlife Survey		DND Area	
Sensitive Features			
Wildlife and Other Sensitive Species			
	Intersected		Intersected
Burrowing Owl Range		Piping Plover Waterbodies	
Caribou Range		Sensitive Amphibians Ranges	
Colonial Nesting Birds		Sensitive Raptor Range	
Eastern Short-horned Lizard Range		Sensitive Snake Species Range	
Endangered and Threatened Plants Ranges		Sharp-tailed Grouse Leks and Buffer	
Greater Sage Grouse Range		Sharp-tailed Grouse Survey	
Greater Sage Grouse Leks and Buffer		Special Access Zone	
Grizzly Bear Zone		Swift Fox Range	
Key Wildlife and Biodiversity Areas		Trumpeter Swan Buffer	
Mountain Goat and Sheep Areas		Trumpeter Swan Waterbodies/Watercourse	
Ord's Kangaroo Rat Range			
Other Sensitive and Endangered Species			
Federal Orders:			
	Intersected		
Greater Sage Grouse			
Grassland and Parkland Natural Region:			
	Intersected		
Grassland and Parkland Natural Region			

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Alberta Township System (ATS) Land List

Quarter	Section	Township	Range	Meridian	Road Allow.	Sensitive Features Identified
NW	24	60	17	4		

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Land Management

Report ID	Approval	Condition
1	1011-AS	Incidental Activities as referenced on the associated supplement that fall within the sizing parameters, as defined within the PLAR Approvals and Authorizations Administrative Procedure's as amended, identified at the time of application are subject to the conditions of the associated disposition and shall be available for use for a term of four years from date of disposition approval.
2	1013-AS	Where an Integrated Resource Plan or a Reservation/Protective Notation identifies a greater set back, the greater set back shall prevail.
3	1014-AS	Additional applications for access will not be permitted if access under disposition already exists.
4	1015-AS	Where a Higher Level Plan exists, the direction provided within that plan shall be followed.
5	1017-AS	For activities that fall within any Protective Notation (PNT) lands with a purpose code 400 Series encompassing a section of land (259 hectares) or less, located in the Provincial White Area (i.e., Provincial settled lands), all construction activities shall be built and occur within lands developed as range improvement. Where no range improvement exists, activities shall occur within 100 metres of the perimeter (i.e., outside boundary), with the following exceptions: • pipeline construction activities
6	1023	The disposition holder shall repair or replace any identified improvements (e.g., fences, water control structures, and signage) that were damaged as a result of industry activities on the land to pre-existing condition within 30 days of entry or immediately if occupied by livestock.
7	1024	The disposition holder shall maintain all activities for proper drainage of surface water.
8	1026	For activities that occur on Canadian Forces Bases, the disposition holder shall coordinate all activities through Energy Industry Control at (780) 842-5850 for activity on Canadian Forces Base/Area Support Unit, Wainwright, and (780) 573-7206 for activity on Canadian Forces Base/Area Support Unit, Cold Lake.
9	1028	The disposition holder shall comply with all requirements and direction as defined within the Pre-Application Requirements for Formal Dispositions as amended.
10	1030	The disposition holder shall not cause surface disturbance in coulees or through river benchland areas-excluding access, pipelines and linear easements crossing the watercourse feature..
11	1032	In addition to complying with Federal, provincial and local laws and regulations respecting the environment, including release of substances, the disposition holder shall, to the regulatory body's satisfaction, take necessary precautions to prevent contamination of land, water bodies and the air with particulate and gaseous matter, which, in the opinion of the regulatory body in its sole discretion, is or may be harmful.

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12	1033	The disposition holder shall remove all garbage and waste material from this site to the satisfaction of the regulatory body, in its sole discretion.
13	1037	Entry is not allowed within the boundaries of any research or sample plot.
14	1038	When planned activities cross designated or recreation trail(s) or when operations encroach on those trail(s), the disposition holder shall ensure that: <ul style="list-style-type: none"> • Lines crossing trail(s) are constructed in a manner that will not remove snow from the trail(s), produce ruts in the trail(s), or otherwise adversely affect travel. • No mechanical equipment is permitted to travel along the trail(s), unless approved in writing by an officer of the regulatory body. • Warning signs are posted along trail(s) during construction and reclamation activities advising trail users of the upcoming crossing location. • Any recording devices or equipment laid along the trail(s) are placed off of the travel portion so that the geophones do not interfere with travel.
15	1046	Where a Wildfire Prevention Plan and/or FireSmart Plan is required for review and approval by the Wildfire Management Branch, the disposition holder shall ensure any proposed clearing on public land has been agreed to by the regulatory body.

Vegetation

Report ID	Approval	Condition
16	1101	Manage all weeds as per the Weed Control Act.
17	1105	Chemical application for the purpose of vegetation control, shall occur in accordance with the Pesticide Regulation and Environmental Code of Practice for Pesticides.
18	1106	The disposition holder shall salvage all merchantable timber and haul to the location of end use unless a request for waiver is approved under the Forests Act.
19	1107	The disposition holder shall salvage timber according to the utilization standards for the overlapping timber disposition(s) (i.e., FMA, CTL, DTL) or, where no overlapping timber disposition exists, as per the approved forest management plan.
20	1108	The disposition holder must slash, limb and buck flat to the ground all woody debris and leaning trees created by the activity. The length of slashed woody debris shall not exceed 2.4 metres.
21	1109	On forested lands, the disposition holder shall dispose of excess coarse woody debris remaining after rollback or stockpiling for interim/final reclamation.
22	1110	The disposition holder shall dispose of coarse woody debris within FireSmart Community Zones by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.
23	1112	The disposition holder shall not allow timber storage piles or windrows to encroach into standing timber.

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License of Occupation

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Soil		
Report ID	Approval	Condition
24	1130-AS	Permafrost degradation is not permitted. Onsite permafrost depth must be maintained to the same depth as offsite control.
25	1131-AS	In permafrost areas, surface stripping shall not occur.
26	1133	The Disposition holder shall suspend all activities during adverse ground conditions.
27	1134	The disposition holder shall prevent and control erosion (surface and subsurface) and sedimentation on all disturbed lands.
28	1135	The disposition holder must install and maintain erosion control measures (e.g., silt fences, matting, gravel, and check dams).
29	1136	The disposition holder shall not remove soil from the disposition unless authorized. This includes all soil horizons and all soil types (e.g. leaf litter, organic soils such as muskeg, and clay fill material are all included).
30	1137	The Disposition holder must not bury topsoil.
31	1138	Where soil disturbance occurs from site construction or linear trenching of a minimum of 12 inches or greater, the disposition holder must salvage all topsoil if present (topsoil includes the leaf litter layer (LFH) and the A horizon) as follows; <ul style="list-style-type: none"> • Where two-lift stripping occurs, topsoil and part or all of the upper subsoil (B horizon) must be stripped and stored separately. • Where topsoil is less than 15 centimetres, conservation shall include the topsoil plus part of the upper subsoil (B horizon) up to a total depth of 15 centimetres (unless the B horizon is considered chemically unsuitable as outlined in the May 2001 Salt Contamination Assessment Guidelines, as amended).
32	1139	The disposition holder shall store reclamation materials separately (topsoil, subsoil,) on the disposition, such that it can be distributed evenly over the disturbed area for progressive (interim) and/or final reclamation. LFH and coarse woody debris are suitable for storage with topsoil. Reclamation materials must not be buried.
33	1141	Storage piles/windrows of reclamation material shall not encroach into standing timber.
34	1142	Soil sterilants are prohibited.
35	1144	In permafrost areas, the disposition holder shall utilize snow (natural or man-made) to establish a level surface.
Watercourse / Waterbody		
Report ID	Approval	Condition
36	1171-AS	The disposition holder shall not interrupt natural drainage (including ephemeral and fens), block water flow or alter the water table.

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37	1179	The disposition holder shall not deposit or place debris, soil or other deleterious materials into or through any watercourse and/or waterbody, or on the ice of any watercourse and/or waterbody.
38	1184	Access (off-disposition) for water withdrawal requires an Approval or Authorization from the regulatory body.
39	1186	Where surface disturbance will occur and a risk of surface erosion exists, the disposition holder shall install and maintain sediment control structures to dissipate the flow of water and capture sediment prior to it entering a watercourse or waterbody.
40	1194	The disposition holder shall not remove or use water from dugouts, surface ponds, springs, or water wells within the grazing disposition unless an approval is issued from the Environment and Parks (GoA) agrologist.
41	1196	All licences, authorizations and approvals issued under the Alberta Environmental Protection and Enhancement Act, Water Act or Public Lands Act should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Habitat Management, Fisheries and Oceans in relation to the application of federal laws relating to the Fisheries Act (Canada). Fisheries Protection Program, Fisheries and Oceans Canada 867 Lakeshore Road, Burlington, Ontario, L7R 4A6 Telephone: 1-855-852-8320 Email: Fisheriesprotection@dfo-mpo.gc.ca Web address: www.dfo-mpo.gc.ca Proponents should also contact the Navigation Protection Program, Canadian Coast Guard, 4253-97 Street, Edmonton, Alberta, T6E 5Y7, phone: (780) 495-4220, relating to the Navigation Protection Act.

Reclamation

Report ID	Approval	Condition
42	1202	The disposition holder shall utilize natural recovery, on all native landscapes (forested, wetlands, riparian, and peatlands) for all areas of the site, not required for operations or padded with clay. Natural recovery is to be implemented within 1 growing season of completions (post-drill) or for sites that are not drilled within 1 growing season of construction. Assisted natural recovery is allowed on high erosion sites, sites prone to weeds, agronomic invasion, or padded sites (forested and peatland). a) During assisted natural recovery when reseeding with herbaceous seed native to the Natural Subregion or agronomic annuals and seed mixes as approved by the regulatory body, shall be free of the species listed in the Weed Control Act. A seed certificate (under the rules and regulation of the Canada Seeds Act) for each species shall be provided to the regulatory body upon request. b) Assisted natural recovery can be used for planting woody species for the purpose of accelerated reclamation. The woody species must be native to the Natural Subregion and follow the Alberta Forest Genetic Resource Management and Conservation Standards as amended.

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43	1203	The disposition holder shall when seeding pasture or cultivated lands, use agronomic or forage seed that meets or exceeds Certified #1 as outlined in the Canada Seeds Act and Seeds Regulations. Seed mixes are to be free of species listed in the Weed Control Act. A seed certificate (under the rules and regulation of the Canada Seeds Act) for each species shall be provided to the regulatory body upon request.
44	1204	Revegetation with trees or shrubs within the Green Area shall be consistent with the Alberta Forest Genetic Resource Management and Conservation Standards document.
45	1210	Upon cancellation and abandonment, the disposition holder shall contour the disturbed land to an acceptable land form using chemically suitable overburden and/or subsoil. The disposition holder shall replace topsoil and restore the natural drainage by removing any culverts and fills.
46	1211	Upon abandonment or as directed by the regulatory body, the disposition holder shall reclaim the disposition to the pre-disturbance land use (forested, grassland, cultivated, mineral wetland and peatlands) unless a change in land use is approved in writing by the regulatory body.

Wildlife

Report ID	Approval	Condition
47	1280	The disposition holder is required to conduct a wildlife sweep of the immediate area (site plus 100 metres) prior to entry and construction to identify wildlife features. All observations must be reported to the regional AEP Wildlife Biologist, the issuing regulatory body, and entered into the Fisheries and Wildlife Management Information System (FWMIS).
48	1281-AS	Where the presence of an important wildlife feature including; mineral licks, raptor nests, active den sites, and hibernacula, is known or identified through a Wildlife Sweep, the disposition holder shall leave a buffer zone of a minimum width of 100m undisturbed vegetation, where an established buffer does not already exist (e.g. Species at Risk). If species are identified during the wildlife sweep, the disposition holder must produce the Wildlife Sweep to the regulatory body for review before continuing with the approved activity. Results from Wildlife Sweeps must be provided to the regulatory body upon request.

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49	1286	<p>All licences, authorizations and approvals issued under the Alberta Environmental Protection and Enhancement Act, Water Act or Public Lands Act should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Environment Canada, Canadian Wildlife Service in relation to the application of federal laws relating to the Migratory Birds Convention Act (protection of eggs and nests) and the Species at Risk Act.</p> <p>Environmental Stewardship Branch Prairie & Northern Region Environment Canada Eastgate Offices, 9250 – 49th Street Edmonton, Alberta T6B 1K5 Telephone: 1-780-951-8600 Email: Enviroinfo@ec.gc.ca Web address: http://www.ec.gc.ca/paom-itmb/default.asp?lang=En&n=AB36A082-1 Web address: http://www.sararegistry.gc.ca/</p>
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LAND DESCRIPTION

PURPOSE: Bed and Shore

ACTIVITY: Boat Launch – Municipalities

PLAN NUMBER: 32406 TL

PLAN VERSION DATE: 2019-02-14

AFFECTED LANDS:

Qtr/LS	Sec	Twp	Rge	Mer	Qtr/LS	Sec	Twp	Rge	Mer
NW	24	60	17	4					

Form Date: 20160901

Form Name: AS-007

Application Supplement - Bed and Shore

Submitted Date:	2017-11-20 09:51:10	Application Supplement Number:	AS2017005562
Disposition Type:	DLO	Purpose Assigned Code:	BDSH18DLOP
Purpose/Activity Type:	Bed and Shore - Boat Launch – Municipalities		
Project Name:	Brodyk Lake Boat Launch		

A. Project/Construction Description

1. Identify the dates of construction from commencement to completion:

<input type="text" value="2017-11-20"/>	<input type="text" value="2017-11-20"/>
commencement	completion

2. Is the purpose/activity selected for this application, Beach Modification/Development, Watercourse Bank Stabilization or Watercourse Realignment/Reconstruction?

If Yes, provide additional detailed information about the specifics of the activity including, construction methods, equipment used and materials being used.

3. Has a Water Act approval been issued for this activity?
 If No, has a Water Act application been submitted?
 If Yes - Identify the Water Act Authorization number:

4. Identify all aspects of vegetation removal/management:

a) Is merchantable timber present?

b) Describe your method of site clearing:

Site is previously disturbed, no new clearing required

c) Brush disposal: (select all that apply)

Rollback Mulch Spread Pile & Burn N/A Other:

5. Topsoil Handling:

Method:

Describe soil storage and potential debris storage for site clearing:

Form Date: 20160901

Form Name: AS-007

no storage of soil and woody debris required

6. Site Profile (Upland/Wetland area): Define in hectares the amount of Upland and Wetland area that is present within the proposed disposition area prior to construction:

Upland area: (ha) Wetland area: (ha)

B. Land Standing Review

1. Based on the Detailed Lands Standing search of the affected lands, were any reservations/notations identified?

Reservation Number		Purpose Code	Restriction Code	Contact Required with Reservation/Notation Holder	Date of Contact	Response Recieved from Reservation/Notation Holder	Were Concerns Noted	Were Concerns Accommodated by the Applicant prior to application	Application Options
Type	Number								
PNT	790492	0110	3	No					

2. Based on the LAT Report and the Detailed Land Standing search of the affected lands, were any government approved higher level plans identified?

If Yes, identify the government approved higher level plan within the table below, identify the direction as identified within Table 5 of the Pre-Application Requirements for Formal Dispositions and when contact was made, if required.

Higher Level Plan Name	
Table 5 Direction	Date of Contact (if required)

Higher Level Plan Name	
Table 5 Direction	Date of Contact (if required)

Note: Approving staff may request the notification or referral response documents at any time to support land use decisions or compliance and assurance purposes.

3. Identify the date your Historical Resources search was completed:

If present, what is the Historical Resource Value (HRV) of the affected lands?

If HRV is 1-5, an "Application for Historical Resources Act Clearance" must be submitted to the Cultural Facilities and Historical Resource Division (CFHRD) of Alberta Community Development.

Date Application was Submitted:

Note: Activities on land that has an HRV of 4 or 5 may require a Historical Resources Impact Assessment (HRIA).

C. Site Sensitivity

1. Was a Wildlife Survey required for this activity based on the LAT Report?

If Yes, complete the next question.

2. Did the Wildlife Survey identify any of the sensitive species listed below?

If Yes, select all that apply:

- Sensitive Raptor Nest
- Burrowing Owl Den/Nest
- Sensitive Snake Rookery
- Sensitive Snake Hibernacula
- Endangered/threatened plant species:
- Sharp Tailed Grouse Lek
- Active Swift Fox Den
- Ord's Kangaroo Rat Den
- Eastern Short-Horned Lizard Coulee or Valley Edge

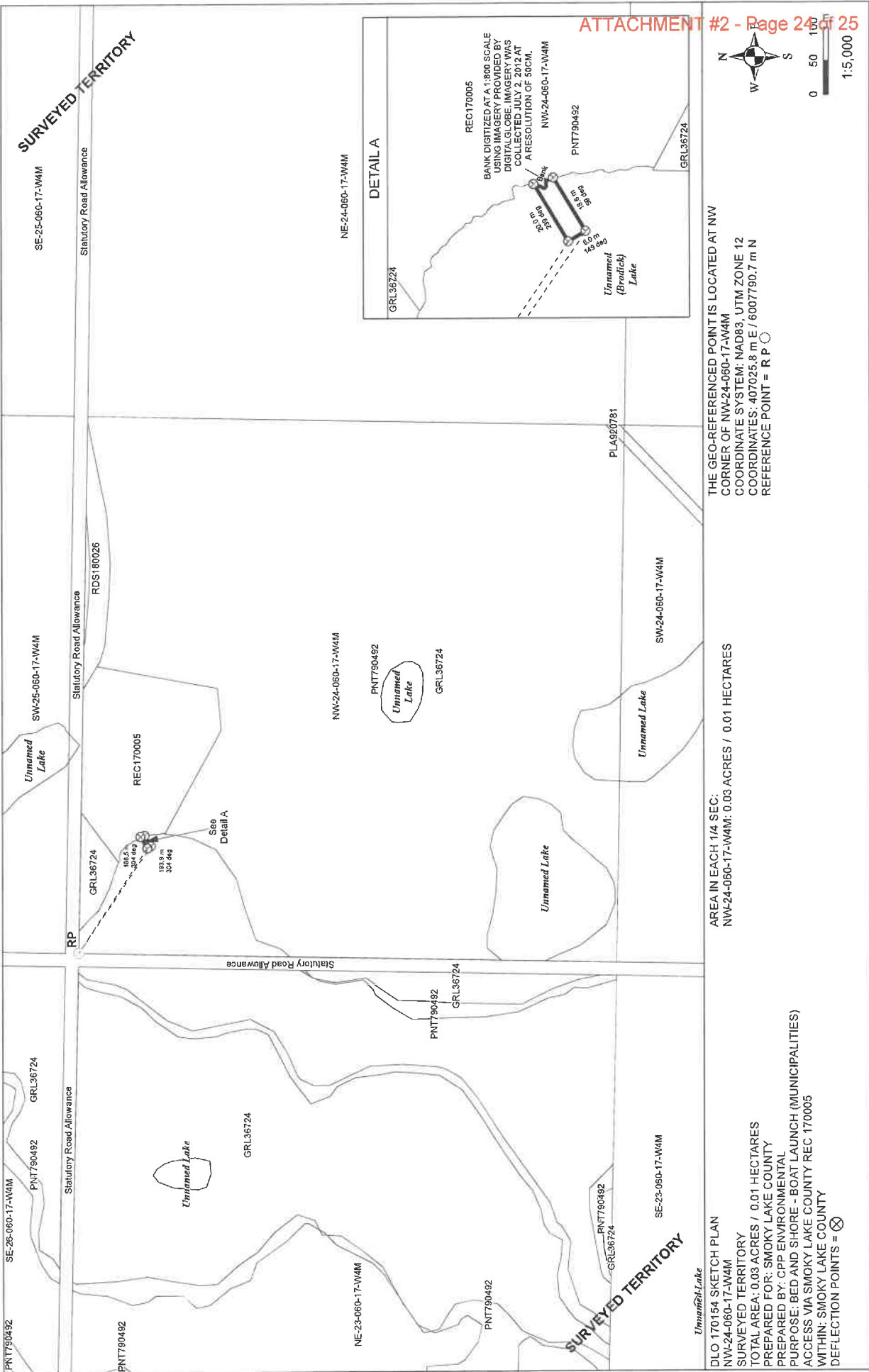
D. Incidental Activities

The details of all incidental activities identified on your application plan must be provided in the following table. All fields must be filled out properly in order to be processed by the regulating body.

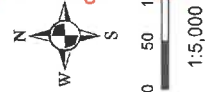
NOTE: Incidental activities shown on the authorized plan that comply with the PLAR Approval and Authorizations Procedures shall be permitted during the term of a Short Term Disposition. This approval is limited to: borrow pits, log decks, temporary work spaces, push outs and bank stabilization, within identified sizing limits.

The disposition holder must obtain a separate TFA before commencing any incidental activities or temporary uses which are not shown on the authorized plan or those that do not comply with the *PLAR Approval and Authorizations Procedures*.

DLO170154 AEP Plan: 32406 TL, 2019-02-14, JM



ATTACHMENT #2 - Page 24 of 25



THE GEO-REFERENCED POINT IS LOCATED AT NW CORNER OF NW-24-060-17-W4M
 COORDINATE SYSTEM: NAD83, UTM ZONE 12
 COORDINATES: 407025.8 m E / 6007790.7 m N
 REFERENCE POINT = R P O

AREA IN EACH 1/4 SEC:
 NW-24-060-17-W4M: 0.03 ACRES / 0.01 HECTARES

DLO 170154 SKETCH PLAN
 NW-24-060-17-W4M
 SURVEYED TERRITORY
 TOTAL AREA: 0.03 ACRES / 0.01 HECTARES
 PREPARED FOR: SMOKY LAKE COUNTY
 PURPOSE: BED AND SHORE - BOAT LAUNCH (MUNICIPALITIES)
 ACCESS VIA SMOKY LAKE COUNTY REC 170005
 WITHIN: SMOKY LAKE COUNTY
 DEFLECTION POINTS = \otimes

Signature Page

Pursuant to the *Public Lands Act*, RSA 2000, c P-40, this disposition is issued on the date noted above subject to the attached terms and conditions.

UserName: jon.murray
Title: Sr Mgr, Disposition Services
Date: Sunday, 05 February 2023, 04:18 PM Mountain Daylight Time
Meaning:
=====



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: #7.e

Topic: Bylaws Pertaining to Regulation of Recreational Vehicles/Unpermitted Vegetation Management/Municipal Lands Encroachment (Bylaw 1432-23/1433-23/1434-23)

Presented By: Planning and Development Department

Recommendation:

- 1) That Smoky Lake County give First Reading to Recreational Vehicles Bylaw 1432-23.
- 2) That Smoky Lake County give First Reading to Bylaw 1433-23 Amending Land Use Bylaw (LUB) 1272-14 and Municipal Development Plan (MDP) Bylaw 1249-12 and advertise and Schedule a Public Hearing for a Council Meeting in April 2023.
- 3) That Smoky Lake County give First Reading to Bylaw 1434-23 Regulation of Municipal Land and Reserves.
- 4) That Smoky Lake County defer the proposed Reserves Lands Management Policy 61-25-01 until consideration of Third Readings of Bylaws 1432-23, 1433-23, and 1434-23.
- 5) That Smoky Lake County defer the proposed/amended Encroachment Agreements/Licenses Policy 61-25-02 until consideration of Third Readings of Bylaws 1432-23, 1433-23, and 1434-23.

Background:

The regulation of Recreational Vehicles, of Unpermitted Vegetation Management and Encroachments on Municipal Lands have each been often-discussed topics in Smoky Lake County over the years. Improvements and changes to these existing or lacking frameworks (as the case may be) have been under consideration for equally as long.

In Fall 2021, Smoky Lake County embarked on a 'Trails Management Strategy' which is focused on the lake subdivision communities. This project is ongoing, and not included here: Administration additionally aims to return to Council later with an a proposed 'Trails Classification/Management Policy Statement.'

On January 24, 2023, Administration met with the County of St. Paul Bylaw Officer and Planning Department to discuss lake subdivision recreational trail management, and regulation of encroachments, unpermitted vegetation removal, and RVs, etc. That same day at the County Departmental Meeting, Council passed motion 279-23: which would establish a stand-alone Bylaw for fines and penalties relating to RVs and Municipally Owned Lands.

On February 10, 2023, Administration met internally to discuss the history of these items and the necessary next steps to implement changes and enforcement tools.

If Council gives First Reading to each of the proposed three Bylaws:

- They will each be posted/advertised, and
- A Public Hearing MUST be held for any amendment to the Land Use Bylaw and Municipal Development Plan Bylaw.

Benefits:

Appropriate enforcement tools.



Request for Decision (RFD)

Disadvantages:

The proposed regulations, and the County acting rightly as a landowner are likely contentious, especially with members of the public who have long enjoyed the use and enjoyment of municipal lands as their own. Furthermore, these changes do not resolve discussion on jurisdiction on the bed and shore.

Alternatives:

Council may defeat the proposed bylaws/policies or differ a decision.

Financial Implications:

There are some anticipated financial of budget implications of advertising the Public Hearings.

Legislation:

Part 17, Municipal Government Act, M-26 RSA 2000

Intergovernmental:

Involvement of Alberta Environment and Protected Areas, and Alberta Forestry Parks and Tourism.

Strategic Alignment:

Proactivity in Development

Enclosure(s):

- Proposed Recreational Vehicles Bylaw 1432-23 © Attachment 1
- Proposed Bylaw 1433-23 Amending Land Use Bylaw (LUB) 1272-14 and Municipal Development Plan (MDP) Bylaw 1249-12 © Attachment 2
- Proposed Regulation Municipal Land and Reserves Bylaw 1434-23 © Attachment 3
- Proposed Reserves Lands Management Policy 61-25 © Attachment 4
- Proposed Encroachment Agreements/Licenses Policy 61-21 © Attachment 5

Signature of the CAO: _____

A handwritten signature in blue ink, consisting of a large loop followed by several smaller loops, written over a horizontal line.

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1432-23**

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of regulating Recreational Vehicles (RVs) in Smoky Lake County.

WHEREAS, pursuant to the provisions of the Municipal Government Act RSA 2000 Ch. M-26.1, 7(i) with amendments thereto, a Council may pass bylaws for municipal purposes respecting the enforcement of bylaws made under this or any other enactment including the creation of offences and for each offence, imposing a penalty; and

WHEREAS the penalties approved by this bylaw will replace existing penalties in several bylaws.

NOW THEREFORE the Council of Smoky Lake County, duly assembled, hereby enacts as follows:

1. Title

- a. This Bylaw may be cited as "Smoky Lake County Recreational Vehicles (RV) Bylaw".

2. Definitions

- a. **Agricultural, Crown Lands, and other Areas** means those places within Smoky Lake County that are Zoned Agriculture (AG) District, Victoria Agriculture (A1) District, Victoria Residential (R3) District, Victoria Commercial District (C2) District, Highway Commercial (C1) District, Industrial (M1) District, Rural Industrial District (M2), Community and Institutional (P) District.
- b. **Hamlet Area** means those places within Smoky Lake County that are Zoned Hamlet General (HG) District under the Land Use Bylaw such as Warspite, Bellis, Edwand, and Spedden.
- c. **Zone** means the district as established by the Smoky Lake County Land Use Bylaw.
- d. **Land Use Bylaw** means the Land Use Bylaw adopted by Smoky Lake County, as amended.
- e. **Recreational Vehicle** means a vehicle primarily designed as temporary living quarters for recreational camping or travelling, which either has its own motor power or is mounted onto or drawn by another vehicle.
- f. **Subdivision and Lake Subdivision Area** means those places within Smoky Lake County that are Zoned Country Residential (R1) District or Residential (Cluster) Conservation (R2) District such as Hanmore, Haynes Estate, Sandy Lane Park at Mons Lake, Mons Lake Estates, Mons View Resort, Bonnie Lake Resort, Hillside Acres at Whitefish Lake, Birchland at Garner Lake, Sunset Beach at Garner Lake, and Wayetenau Lake Subdivision.

3. Regulations

- a. The year-round placement of up to 2 (two) Recreational Vehicles is permitted in Hamlet, Subdivision, and Lake Subdivision areas.
- b. Additional Recreational Vehicles may be permitted for up to a maximum of four (4) consecutive days within the Hamlet and Subdivision, and Lake Subdivision areas.
 - i. An at least a one-day (24 hour) absence required before restarting this four consecutive day occupation period.
- c. 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 and has been permitted under the County’s Land Use Bylaw.
- d. This Bylaw does not restrict the number of Recreational Vehicles that may be permitted in Agricultural, Crown Lands, and Other Areas.

4. Penalty

- a. The following penalties may be applied in the event of an offence or violation:
 - i. 1st Offence: \$100
 - ii. 2nd Offence: \$250
 - iii. 3rd Offence: \$500
- b. Each day on which an offence occurs may be considered to be an additional offence.

5. Severability

- a. If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.

6. Effect

- a. This Bylaw takes effect upon Third Reading.

7. Amendment

- a. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

READ a First Time this ____ day of _____, AD 2023.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this _____ day of _____, AD 2023.

Bylaw No. 1432-23

READ a Third and Final Time this _____ day of _____, **AD 2023** and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1433-23**

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of Amending Land Use Bylaw (LUB) 1272-14 and Municipal Development Plan (MDP) Bylaw 1249-12 to remove provisions dealing with Recreational Vehicles (RVs).

WHEREAS Council has adopted Smoky Lake County Bylaw 1272-14 to be the Land Use Bylaw;

WHEREAS Council has adopted Smoky Lake County Bylaw 1249-12 to be the Municipal Development Plan;

WHEREAS it is deemed expedient to amend Bylaw 1272-14 as set out in Section 692 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto;

WHEREAS it is deemed expedient to amend Bylaw 1249-12 as set out in Section 692 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto;

WHEREAS a Public Hearing has been held pursuant to Section 216.4 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto;

WHEREAS said Public Hearing has been advertised pursuant to Section 606 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto;

NOW THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, and by virtue of all other enabling powers, the Council of Smoky Lake County, duly assembled, enacts as follows:

1. Title

- a. This Bylaw may be cited as: ‘A Bylaw amending the Smoky Lake County Land Use Bylaw 1272-14 and amending the Smoky Lake County Municipal Development Plan Bylaw 1249-12, to remove certain Recreational Vehicles (RV) provisions.’

2. Smoky Lake County Land Use Bylaw 1272-14 is hereby amended:

- a. **Section 2.2.1.R Development Not Requiring a Development Permit:**

‘the parking or storage, or both, of up to two (2) recreational vehicles on any lot’

is struck.

- b. **Section 6.12.3.A.i Objects Prohibited or Restricted in Yards:**

‘is a recreational vehicle and satisfies the requirements of Section 7.23; or’

is struck.

- c. **Section 7.25 Recreational Vehicles:**

'1. The year-round placement of 2 (two) recreational vehicles on a parcel in Multi-lot Country Residential (R1), Residential (Cluster) Conservation (R2), Victoria Residential(R3) or Hamlet General (HG) Districts is allowed without a development permit.

2. Additional recreational vehicles shall be permitted within the Multi-lot Country Residential (R1), Residential (Cluster) Conservation (R2), Victoria Residential (R3) or Hamlet General (HG) Districts for a maximum of four (4) consecutive days.

3. 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.

4. 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), Industrial District (M1), Rural Industrial District (M2), Institutional & Community District (P), Direct Control District (DC), and Direct Control Landfill District (DC1).'

is struck.

d. Section 8.2.F Agriculture (AG) District:

'The keeping of recreational vehicles shall be provided in accordance with Section 7.23 of this Bylaw.'

is struck.

e. Section 8.3.F Victoria Agriculture (A1) District:

'The keeping of recreational vehicles shall be provided in accordance with Section 7.23 of this Bylaw.'

is struck.

f. Section 8.4.F Multi-Lot Country Residential (R1) District:

'The keeping of recreational vehicles shall be provided in accordance with Section 7.23 of this Bylaw.'

is struck.

3. Smoky Lake County Municipal Development Plan Bylaw 1249-12 is hereby amended:

- a. **Objective 3.5.5:** *'To allow for some limited, strictly regulated, small lot development for the parking and use of recreational vehicles in lakeshore area'*

and

Bylaw No. 1433-23

Policy 3.5.5.1: *‘Some small developments for the sale of individual lots for the parking of recreational vehicles in lakeshore areas may be allowed provided that the locations do not interfere with lake access or with the amenities of nearby country residential areas and provided also that the use of the lots is strictly limited to trailer parking, and not year-round residency, and provided further that any construction of any other buildings, including decks, gazebos, storage sheds, etc., and the placement and/or use of more than one recreational vehicle on each lot, is strictly prohibited.’*

is struck.

4. Severability

- a. If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.

5. Effect

- a. This Bylaw takes effect upon Third Reading.

6. Amendment

- a. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act R.S.A. 2000, c. M-26, as amended.*

READ a First Time this ____ day of _____, **AD 2023.**

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

A Statutory Public Hearing having been held this _____ day of _____, **AD 2023.**

READ a Second Time this _____ day of _____, **AD 2023.**

READ a Third and Final Time this _____ day of _____, **AD 2023** and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1434-23**

**A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of
Protecting and Regulating Municipal Lands and Reserves.**

WHEREAS pursuant to Section 7 (a) as well as Division 9 of the Municipal Government Act Revised Statutes of Alberta, 2000, Chapter M-26 and the amendments thereto, as amended from time to time, Smoky Lake County may pass Bylaws for the protection and preservation of Municipal Lands and Reserves.

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. TITLE

- 1.1 This Bylaw may be cited as "Smoky Lake County Regulation of Municipal Land and Reserves Bylaw."

2. DEFINITIONS

2.1 **"Bylaw Enforcement Officer"** means

- a) Any member of the Royal Canadian Mounted Police or another Police Force of jurisdiction
- b) Any Community Peace Officer
- c) The Chief Administrative Officer of Smoky Lake County or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw.

2.2 **"Chief Administrative Officer"** means the Chief Administrative Officer of Smoky Lake County regardless of any subsequent title that may be conferred on that Officer by Council or statute, or his or her designate.

2.3 **"Clear-cutting"** means the felling and removal of all or most of the trees from a given tract of land.

2.4 **"Council"** means the Municipal Council of Smoky Lake County.

2.5 **"County"** means Smoky Lake County, a municipal corporation in the Province of Alberta and where the context so requires means the area contained within the corporate boundaries of the said municipality.

2.6 **"Environmental Reserve" (ER)** – means a part of land parcel designated as an environmental reserve as defined under the Municipal Government Act R.S.A. 2000, c-M-26.

2.7 **"Litter"** means any solid or liquid material or product or combination of solid or liquid materials or products including, but not limited to:

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- a) Any rubbish, refuse, garbage, paper, package, container, bottle, can, manure, or sewage or the whole or part of an animal carcass; or
 - b) The whole or part of any article, raw or unprocessed material, motor vehicle or other machinery, that is disposed of; or
 - c) Any dirt, gravel, rock, sand, rubble, or clean fill; or
 - d) Any other material or product that is designated as litter in the Alberta Environmental Protection and Enhancement Act, as amended from time to time, and the Regulations thereunder. 2.8.
- 2.8 **“Motor Vehicle”** means a motor vehicle as defined in the Traffic Safety Act, R.S.A. 2000 c. T.6., as amended from time to time and the regulations thereunder.
- 2.9 **“Municipal Land”** means a parcel of land or a part of a parcel of land owned by the County, or land in which the County is in the process of acquiring, and does not include lands designed for public use, including but not limited to, campgrounds. Such lands include, but are not limited to, lands designated as Municipal Reserve, School Reserve, Municipal and School Reserve, Environmental Reserve, or Public Utility Lot.
- 2.10 **“Municipal Reserve” (MR)** means a part of a land parcel designated as a Municipal Reserve as defined in the Municipal Government Act R.S.A. 2000, c. M-26.
- 2.11 **“Municipal and School Reserve” (MSR)** means a part of a land parcel designated as municipal and school reserve as defined in the Municipal Government Act R.S.A. 2000, c. M-26.
- 2.12 **“Nuisance”** means any activity or condition within Smoky Lake County which interferes with, annoys, disturbs, injures, or endangers the safety, comfort, peace, or health of others.
- 2.13 **“Order to Comply”** means an Order or warning, issued under this Bylaw.
- 2.14 **“Permit”** means a written authorization issued pursuant to approval granted by Smoky Lake County in respect to activities on Municipal Lands, Reserves, or structures.
- 2.15 **“Permittee”** means a person who has applied for and obtained a Permit in respect to activities on Municipal Lands, Reserves, or other structures.
- 2.16 **“Public Utility Lot” (PUL)** means a part of a land parcel designated as a Public Utility Lot as defined in the Municipal Government Act, R.S.A. 2000, c. m-26.
- 2.17 **“Reserve Lands”** means an Environmental Reserve, a walkway, a Municipal Reserve, a School Reserve, a Municipal and School Reserve, as defined in the Municipal Government Act, R.S.A. 2000, c. M-26.

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- 2.18 **“School Reserve” (SR)** means a part of a land parcel designated as a School Reserve as defined in the Municipal Government Act, R.S.A. 2000, c. M-26.
- 2.19 **“Strict Liability”** means a Person is responsible for the damage and loss caused by their acts and omissions regardless of culpability.
- 2.20 **“Structures”** means any man-made building or feature with the exception of seasonal docks or piers.
- 2.21 **“Unauthorized Use”** means any use which falls under offenses on any Reserve Lands without a valid Permit.
- 2.22 **“Violation Tag”** means a tag or similar document issued by the County pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26 as amended; and
- 2.23 **“Violation Ticket”** means a ticket issued to Part 2 or Part 3 of the Provincial Offences and Procedures Act, R.S.A. 2000, c. P-34.

3. AUTHORITY OF BYLAW ENFORCEMENT OFFICERS

- 3.1 Any Bylaw Enforcement Officer appointed or employed by the County are authorized to enforce any section of this Bylaw.
- 3.2 Bylaw Enforcement Officers for the purpose of this Bylaw may:
 - a) Enforce any part of this Bylaw within the County corporate boundary;
 - b) Access any Municipal Land, Municipal Reserve, or Structure, at any time for inspection or enforcement activities;
 - c) Suspend or cancel Permits issued pursuant to any Municipal Land or Municipal Reserve;
 - d) Order a person or corporation to cease and desist any activity on Municipal Land, Municipal Reserve or Structure, which in the opinion of the Bylaw Enforcement Officer, such activity may compromise the quality of the Land or Reserve;
 - e) Order the restoration of any disturbed Municipal Land or Municipal Reserve to their original condition at the offender’s expense;
 - f) Remove or seize any items not described within the terms of an authorized Permit.
 - g) Serve written notice describing the unsatisfactory condition(s), expectations of restoration, and a date to which such restoration is to be completed by. Failure to meet conditions may result in prosecution.

4. OFFENCES

- 4.1 No person shall without, a written authorized Permit:
 - a) Dig in the earth, or remove any natural feature or man-made Structure from Municipal Land or Municipal Reserve;
 - b) Construct or remove a Structure on any Municipal Lands or Municipal Reserve; or

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- c) Place or erect any Structures, signs, bulletins, posts, poles or advertising devices or any kind, attach any notice, bill, poster, wire, or cord to any tree, shrub, fence, railing, post, or Structure on any Municipal Land or Municipal Reserve.

4.2 No person shall under any circumstances:

- a) In any way injure or deface any turf, tree, shrub, hedge, plant, flower, or structure on Municipal Land or Municipal Reserve;
- b) Fail to produce a valid permit, license, or approval at the request of a Bylaw Enforcement Officer, on any Municipal Land, Municipal Reserve, or Structure;
- c) In the opinion of a Bylaw Enforcement Officer, conduct any activity, which causes the disturbance to anyone's peaceful enjoyment of public or private property;
- d) Discard any Litter on land or water on Municipal Land or Municipal Reserve;
- e) Obstruct at Bylaw Enforcement Officer in the performance of his investigation and lawful authority to enforce this Bylaw;
- f) Discharge contaminants including but not limited to fuel, herbicides, and fertilizers on any Municipal Land or Municipal Reserve;
- g) Sell or offer for sale any article of food, drink, or merchandise, or carry on any business on any Municipal Land or Municipal Reserve;
- h) Park or operate any Motor Vehicles or trailers on Municipal Land or Municipal Reserve;
- i) Camp or take occupancy on any Municipal Land or Municipal Reserve;
- j) Light any outdoor fire on Municipal Land or Municipal Reserve;
- k) Permit any livestock to graze on any Municipal Land or Municipal Reserve;
- l) Discharge any firearms, rockets, fireworks, or other projectiles on Municipal Land or Municipal Reserve;
- m) Hunt or trap any animal on Municipal Reserve, Environmental Reserve, School Reserve, or Municipal and School Reserve; or
- n) Clear-cutting.

5. GENERAL PENALTY PROVISION

5.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out under the Penalties Bylaw.

5.2 Notwithstanding Section 5.1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing another offence under this Bylaw; and who was:

- a) Found liable on summary conviction for that earlier offence; or

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- b) Who was issued a Violation Tag and paid the amount specified in the Violation tag within thirty (30) days;
May be liable on summary conviction to a fine as set out under the Penalties Bylaw.

6. SPECIFIED PENALTIES

6.1 Under this Bylaw, the following penalties are specified:

- 6.1.1 1st Offence: \$200
- 6.1.2 2nd Offence: \$350
- 6.1.3 3rd Offence: \$500

6.2 The levying and payment of any fine or the imprisonment for any period in this section shall not relieve a person from the necessity of paying any fees, charges, or costs from which he is liable under the provisions of this Bylaw.

6.3 If a person violates the same provision of this Bylaw twice within a one-year period, the minimum and specified penalty for the second violation shall increase in amount from the first violation.

6.4 A Provincial Judge or Commissioner, in addition to penalties, may if they consider the offence sufficiently serious, direct or order restoration of the affected land or, order compensation to be paid to the County as a result of costs incurred by the County for restoration.

7. VIOLATION TAGS

7.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Tag to any person, whom the Bylaw Enforcement Officer has reasonable and probable grounds to believe contravened any provision of this Bylaw.

7.2 A Violation Tag may be issued to such a person:

- a) Either personally;
- b) By mailing a copy to the Owner's last known post office address

7.3 The Violation Tag shall be in a form approved by the County and shall state:

- a) The name of the Owner;
- b) The offence;
- c) That the penalty shall be paid within thirty (30) days on the issuance of the Violation Tag; and
- d) Any other information the County deems pertinent.

7.4 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Bylaw Enforcement Officer, provided however, that no more than one Violation Tag shall be issued for each day the contravention continues.

7.5 Where a Violation Tag is issued pursuant to this Section, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for

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the offence, pay to the County the penalty specified on the Violation Tag.

- 7.6 Nothing in this Bylaw shall prevent the Bylaw Enforcement Officer from immediately issuing a Violation Ticket.

8. VIOLATION TICKETS

8.1 If the penalty specified on a Violation Tag is not paid within the prescribed time period, then a Bylaw Enforcement Officer is authorized and empowered to issue a Violation Ticket pursuant to Part 2 or Part 3 of the Provincial Offences Procedures Act, S.A. 2000, c. P-34.

8.2 Notwithstanding anything in this Bylaw, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to Part 2 or Part 3 of the Provincial Offences Procedure Act, S.A. 2000, c. P-34 to any person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

9. ENFORCEMENT

9.1 Where a Bylaw Enforcement Officer has reasonable grounds to believe that a person has violated any provision of this Bylaw, the Bylaw Enforcement Officer may issue a Violation Tag, or may commence court proceedings against such a person by issuing a Violation Ticket or an Order to Comply to remedy the contravention in any manner deemed necessary in the circumstances pursuant to Section 545 of the Municipal Government Act; or

9.2 Where a Bylaw Enforcement Officer issues a person an Order to Comply, the Officer may:

- a) Identify the Unauthorized Use;
- b) Direct the person to take action or measures necessary to remedy the Unauthorized Use including, but not limited to, the restoration of the Municipal or Reserve Land to a natural state; and
- c) State the time within which the person must fulfill the Order to Comply;
- d) State that if the person does not abide by the Order to Comply in a specified time, the County may take action or measures at the expense of the person.

9.3 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Bylaw Enforcement Officer, provided however, that no more than one Violation Tag shall be issued for each day the contravention continues.

9.4 Where a Bylaw Enforcement Officer issues a person a Violation Ticket, the Bylaw Enforcement Officer may either:

- a) Allow the person to pay the specified penalty as indicated on the Violation Ticket; or

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b) Require a court appearance of the person where the Bylaw Enforcement Officer believes that such an appearance is in the public interest, pursuant to the provisions of Part 2 or Part 3 of the Provincial Offences Procedure Act.

9.5 No provision of this Bylaw nor any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent, or preclude the County from pursuing any other remedy in relation to a premises provided by the Municipal Government Act, or any other law in the Province of Alberta.

10. SEVERABILITY

10.1 If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.

11. EFFECT

11.1 This Bylaw takes effect upon Third Reading.

12. AMENDMENT

12.1 This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this ____ day of _____, **AD 2023**.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this _____ day of _____, **AD 2023**.

READ a Third and Final Time this _____ day of _____, **AD 2023** and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY



Title: Reserve Lands Management Policy	Policy No.: 25-01	
Section: 61	Code:	Page No.: 1 of 1

Legislation Reference:	Municipal Government Act RSA 2000, Ch. M-26.
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Purpose:	Smoky Lake County deems it appropriate to regulate its municipally owned lands, including Reserve lands.
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Policy Statement and Guidelines:

1. STATEMENT:

1.1 Smoky Lake County recognizes that there is a need to carefully manage the County's reserve lands to provide benefits for the general public and to protect the natural environment. This policy provides direction for administration regarding the management of reserve lands, the removal or licensing of existing encroachments on Reserves, the potential disposal of existing reserve lands and the acquisition of reserve lands in new subdivisions.

1.2 Smoky Lake County uses reserve lands, as defined by the Municipal Government Act (MGA), to provide lands for schools, parks, recreation purposes or preserving natural areas. These lands are dedicated to the municipality through the subdivision process. Reserve lands are designated on title as either Environmental Reserve (ER), Municipal Reserve (MR), School Reserve (SR), Municipal and School Reserve (MSR), or Community Service Reserve (CSR), Conservation Reserve (CR). The municipality acquires Reserve lands at the time of subdivision.

1.3 Environmental Reserve (ER)

1.3.1 A developer may be required to provide the following as Environmental Reserve:

1.3.1.1 land that is a swamp, gully, ravine, coulee, or natural drainage course;

1.3.1.2 land that is subject to flooding; or

1.3.1.3 a strip of land not less than 6 meters in width adjacent to a body of water.

1.3.2 Environmental Reserve must be left in its natural state or used as a park. Although the County may pass a bylaw allowing Environmental Reserve to be used for some other purpose or lease the land for a term not exceeding three years.

1.3.3 Development on or in proximity to hazardous areas may be considered only if recommended in a geotechnical study prepared by a qualified professional.

1.4 Municipal Reserve (MR), School Reserve (SR), or Municipal and School Reserve (MSR)

1.4.1 A developer may be required to provide the following as MR, SR or MSR:

1.4.1.1 Up to 10 percent of the land that is the subject of the application, less environmental reserve, for park, school, and recreation purposes.

1.4.2 Lands with these designations can only be used for park, recreation, or school authority purposes.

1.5 Community Service Reserve (CSR)

1.5.1 If a school board no longer requires a site that has been designated School Reserve or Municipal and School Reserve, it must request approval of that designation from the Minister of Education to declare the site surplus. If declared surplus, the school board may transfer the land to the municipality. The municipality may dispose of the land or designate the school building portion of the site as community service reserve, which may be used for a/an: ambulance services facility, affordable housing, fire station, municipal facility providing direct service to the public, public library, police station, non-profit day care facility, a non-profit senior citizen facility, a non-profit special needs facility.

1.6 Conservation Reserve (CR)

1.6.1 The MGA allows the County to require a developer to provide land for conservation purposes if the taking of the reserve is consistent with any of the County's statutory plans and the municipality compensates the landowner at the market value of the land. The County must not sell, lease, or otherwise dispose of conservation reserve, and the land must remain in its natural state.

1.7 POLICY STATEMENTS:

1.7.1 Background

1.7.1.1 Under the Municipal Government Act, the County may request a landowner who is subdividing land to set aside a portion of their property as municipal and/or environmental reserve. Municipal Reserves are lands that are acquired by the municipality for parks and recreation purposes. Environmental Reserves are intended to remain in their natural state.

1.7.1.2 The County will request the dedication of lands as environmental reserve to prevent environmental damage that can result from development and to guard against the development occurring on potential hazardous lands that may damage persons or property. Environmental Reserves are also important in providing for public access to water bodies and watercourses. All Reserve lands are owned and managed by the municipality.

1.7.1.3 Reserve lands are not intended for private use by adjacent landowners. The

County is responsible for ensuring that Reserve lands remain safe and available for public enjoyment. The County will not provide maintenance and upkeep of Reserve lands unless a significant public safety hazard is present.

1.7.2 Municipal Reserves (MR)

1.7.2.1 The management of MR lands is intended to provide a suitable land base for the provision of recreation facilities for the use and enjoyment of County residents and the general public.

1.7.2.2 Municipal Reserves may provide important access links to other lands, including water access, and can also offer undeveloped green spaces that act as buffers between different land uses.

1.7.2.3 Smoky Lake County may allow public recreation facilities on MR lands where there is enough interest and demand, as determined by the County. Typical facilities to be considered for municipal Reserves include but are not limited to sports fields, picnic sites, swimming beaches, community fire pits, skating rinks, trails, pathways, and associated facilities such as parking lots, toilets, or washrooms.

1.7.2.4 The County may require subdivision developers to provide recreational facilities in new subdivisions.

1.7.2.5 The County encourages local communities to work with the municipality to develop recreational facilities. The County may work with residents, groups, or community associations to address ongoing maintenance requirements such as litter picking, sign and fence repairs, and weed control.

1.7.2.6 Public trails may be developed on MR lands, at the discretion of the County.

1.7.2.7 Motorized vehicles will not be permitted on reserve lands unless the County approves a parking lot within the MR lands.

1.7.2.8 Commercial facilities and services will not be permitted on Reserve lands.

1.7.2.9 In MR locations that are in their natural state without developed recreation facilities, the removal of vegetation will generally not be permitted. However, vegetation removal may be considered where there is a public safety hazard or for agricultural purposes as determined by the County. Mowing will only occur to control weeds and reduce fire hazards. Removal of vegetation and mowing will be undertaken by the County unless otherwise authorized. Placement of fill material and other yard waste (grass clippings, tree prunings, etc.) or the removal of any material will not be allowed.

1.7.2.10 Landings, pathways, walkways, stairs, retaining walls or similar private

structures may be accommodated on MR lands if, in the opinion of the County, the structures do not pose a hazard to public safety, impede year-round public access, or unduly interfere with the use and enjoyment of neighboring properties. To accommodate the structure the County requires landowners to apply for an Encroachment Agreement or Encroachment License, as directed by the County's Encroachment Agreements Policy.

1.7.2.11 The winter storage of docks or boats hoists may be permitted on MR lands providing the landowner has a Temporary Field Authorization from the Province authorizing the location of the structure. All docks must be clearly marked making them visible during the winter months.

1.7.2.12 MR lands will not be leased under any circumstances.

1.7.2.13 The County is not required to provide recreational facilities on MR lands. Residents interested in creating pathways, stairs, or other facilities may do so by obtaining a permit as per the County Land Use Bylaw.

1.7.3 Environmental Reserves (ER) and Conservation Reserves (CR)

1.7.3.1 The management of ER and CR lands is intended to protect the natural environment of the Reserve lands and surrounding area. They will also be managed to protect human life and property from hazardous environmental conditions (flooding, unstable slopes, etc.) and provide access to lakes and rivers.

1.7.3.2 ER and CR lands will be left in their natural condition as much as possible. The removal of vegetation from ER or CR lands will not be permitted, except where there is a public safety hazard as determined by the County and/or Alberta Environment. Mowing will only occur to control weeds and reduce fire hazards. Removal of vegetation and weed control will be undertaken by the County. Placement of fill material or other yard wastes (grass clippings, tree prunings, etc.) or the removal of any material will not be allowed.

1.7.3.3 Public trails or other uses may be developed on ER and CR lands, at the discretion of the County through a bylaw process and/or Alberta Environment.

1.7.3.4 Motorized vehicles will not be permitted on ER or CR lands unless the County approves a parking lot within the ER or CR lands.

1.7.3.5 In subdivisions along lakeshores and rivers, a limited number of public access facilities, like pathways and stairs, may be permitted to allow safe access across ER lands to the water's edge. The number and location of access facilities will be determined by the County. The access facilities must be built and maintained in a safe and environmentally responsible manner. Stairs and staircases shall meet building code requirements or be certified by a professional engineer.

1.7.3.6 Landings, pathways, walkways, stairs, retaining walls or similar private structures may be accommodated on ER or CR lands if, in the opinion of the County, the structures do not pose a hazard to public safety, impede year-round public access, unduly interfere with the use and enjoyment of neighboring properties, or diminish or threaten the sustainability of the resource. To accommodate the structure the County requires landowners to apply for an Encroachment Agreement or Encroachment License, as directed by Smoky Lake County's **Encroachment Agreements/Licenses Policy Statement 61-21** as amended and/or receive approvals from Alberta Environment.

1.7.3.7 No private access facilities will be permitted on ER or CR lands.

1.7.3.8 Commercial facilities and services will not be permitted on ER or CR lands.

1.7.3.9 The winter storage of docks or boats hoists may be permitted on ER or CR lands, providing the landowner has a Temporary Field Authorization from the Province authorizing the location of the structure. The docks must be clearly marked making them visible during the winter months. The environmental integrity of ER or CR lands shall not be compromised to accommodate temporary storage locations.

1.7.3.10 ER and CR lands will not be leased under any circumstances.

1.7.4 Encroachments and Unauthorized Structures on Municipal Reserve Lands

1.7.4.1 Refer to the Smoky Lake County **Encroachment Agreements/Licenses Policy Statement 61-21** as amended for instances of the unauthorized installation of private facilities and structures such as sheds, fences, gardens, material storage, driveways, and buildings on MR lands.

1.7.5 Encroachments and Unauthorized Structures on Environmental Reserve Land or Conservation Reserve Lands

1.7.5.1 Refer to the Smoky Lake County **Encroachment Agreements/Licenses Policy Statement 61-21** as amended for instances of the unauthorized installation of private facilities and structures such as sheds, fences, gardens, material storage, driveways, and buildings on ER and CR lands.

1.7.6 Undesignated Reserves

1.7.6.1 Reserve lands in older subdivisions may be known to be community reserve, park, or simply reserve. These designations refer to language that was used in previous legislation prior to 1980.

1.7.6.2 The County can choose how to manage these undesignated Reserves with regards to the current definitions of MR and ER.

1.7.6.3 Smoky Lake County will manage and use undesignated reserve lands on an assessment of the reserve parcel relative to the criteria outlined in the Municipal Government Act, as amended from time to time.

1.7.6.4 An undesignated reserve, or portion of a reserve, that encompasses a swamp, ravine, or natural drainage course, or is subject to flooding, or may be unstable will be managed by the County and used as if it is ER. Undesignated Reserves adjacent to lakes, rivers, streams, or other bodies of water will also be considered as ER.

1.7.6.5 Undesignated reserve land, or portion of a reserve that is suitable for recreation activities or serve as a buffer between different land uses, or provide an access link, shall be managed by the County as if they are MR.

1.7.7 Disposal of Reserves

1.7.7.1 7.1 The County values the future potential of reserve lands and may not sell or lease municipal reserve or environmental reserve land except by Bylaw, which will provide the Public an opportunity to comment on the proposed sale or lease.

1.7.8 New Municipal Reserves

1.7.8.1 As new subdivisions are proposed, the County can acquire new reserve lands, money in lieu of land dedication, or a combination of land and money. The following policies will guide the County's actions with regards to reserve requirements.

1.7.8.2 In new industrial and commercial subdivisions near towns and summer villages, the County may require MR land dedication to set aside lands for community and regional recreational facilities. In other industrial and commercial subdivisions, the County may take cash in lieu rather than the dedication of land for MR.

1.7.8.3 Linear corridors may be taken as MR in industrial and commercial subdivisions to provide connections to adjoining subdivisions, lands or other Reserves where a demand for trails or pathways is anticipated.

1.7.8.4 The County may consider the dedication of MR in a rural residential subdivision where such dedication would serve one or more of the following purposes:

1.7.8.4.1 Responds to demand for recreation facilities and services that will benefit the future residents of the subdivision and any surrounding developments;

1.7.8.4.2 Provides land that is suitable and attractive for development of recreation facilities or opportunities;

1.7.8.4.3 Creates interconnected open space that provide trail links to

adjoining subdivisions and other lands;

1.7.8.4.4 Protects natural features that cannot be protected by ER such as treed areas;

1.7.8.4.5 Achieves ecological connections for vegetation continuity or wildlife corridors;

1.7.8.5 Where a residential subdivision is proposed on or near a lakeshore or along a river, the County will require dedication of MR for one or more of the following purposes:

1.7.8.5.1 To provide land that is suitable and attractive for development of recreation facilities and opportunities;

1.7.8.5.2 To provide water access;

1.7.8.5.3 To create interconnected open spaces that provide trail links to nearby shorelines, within a subdivision, or to adjoining subdivisions and other lands;

1.7.8.5.4 To protect natural features that cannot be protected by ER; or

1.7.8.5.5 To achieve ecological connections for vegetation continuity or wildlife corridors.

1.7.8.6 In new subdivisions where MR dedications are being taken, the subdivision developers will be required to build appropriate recreational facilities, as determined by the County such as picnic areas, playgrounds, and trails.

1.7.9 New Environmental Reserves

1.7.9.1 The County shall require the dedication of ER in new subdivisions to protect natural features such as shorelines, steep slopes, drainage courses, wetlands, or other water bodies, areas susceptible to flooding, groundwater recharge areas, natural vegetation, and fish and wildlife habitat.

1.7.9.2 Dedication of ER may also provide public access to lakes, rivers, and other bodies of water and watercourses.

1.7.9.3 Where possible, the County will ensure that the dedication of new ER is contiguous with existing and potentially new ER lands in order to provide an interconnected system of open spaces.

1.7.9.4 9.4 The County may require developers to reclaim or remediate lands proposed to be dedicated as ER if the proposed reserve lands are in poor environmental or unsafe condition as determined by the County. The reclamation or remediation work required by the County must be completed before the County accepts the reserve dedication.

1.7.10 Environmental Reserve Easements

1.7.10.1 Environmental reserve easements (ERE) are another tool that the County can use for the protection of the environment in new subdivisions. The natural features to be protected are the same as ER (drainage courses, wetlands, etc.). Lands subject to such an easement must remain in their natural condition. However, the lands are retained in private ownership and are not owned by the County as in the case of ER. Easements do not provide public access.

1.7.10.2 The County will not accept the registration of ERE in new subdivisions or in areas along lakes and rivers where public access to or along the shoreline may be required.

1.7.10.3 An ERE may be considered to protect environmental features where public access is not required or the environmental sensitivity of the site makes it unsuitable for public use (eg: wetlands). A clear statement on how the site will be controlled and used will be included in the ERE agreement.

1.7.11 Implementation

1.7.11.1 The County will periodically conduct a base line inventory of all reserve lands that identifies the condition of each reserve and any requirements for management actions.

1.7.11.2 Developments that occur after adoption of this policy will be expected to adhere to this new policy, thereby avoiding new encroachments and unauthorized structures on reserve lands.

	Date	Resolution Number
Approved	MONTH DAY, 2023	# XXXX - Page # XXXX
Amended		
Amended		

SMOKY LAKE COUNTY



Title: <u>Encroachment Agreements/Licenses</u>	Policy No: 21-01-02
Section: 61	Code: P-I
	Page No.: 1 of 17 E

Legislative Reference:	Municipal Government Act, R.S.A. 2000, Chapter M-26, Sec. 651.2; Land Titles Act, R.S.A. 2000, Chapter L-4, Sec. 72.
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Purpose:	<u>The purpose of this policy is to provide the standards to which Encroachment Agreements or Licenses may be permitted for landscaping improvements, and/or structures placed within County Lands or Roadways. To implement a policy that will provide clarity and guidance to County administration and landowners with respect to encroaching structures and improvements on Municipally Owned Lands and Road Allowances.</u>
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Policy Statement and Guidelines:

<p>1. STATEMENT:</p> <p><u>1.1 First and foremost, it is the County's preference to resolve encroachments by having the Landowner remove the encroachment and restore the affected area. However, once an encroachment is identified, the Landowner may make a request to the County for permission to keep the existing development that may be encroaching onto either a Roadway or reserve lands.</u></p> <p>4.1 Smoky Lake County recognizes that Encroachments exist and will continue to be discovered on Municipally-Owned Lands and Road Allowances.</p> <p>1.2 Smoky Lake County receives requests from private landowners to allow an Encroachment to remain on Municipally-Owned Lands and/or Road Allowances.</p> <p><u>1.3 The County may, from time to time, enter into Encroachment Agreements pursuant to the Municipal Government Act (MGA) pertaining to landscaping improvements or structures that encroach onto a roadway that is under the direction, control, and management of the County on land that is adjoining the roadway. For encroachments on Reserve Lands, the County may, from time to time, enter an Encroachment License.</u></p> <p>1.3 <u>Smoky Lake County has established this Policy and related procedures to provide a clear and consistent process for evaluating applications to allow for Encroachments onto Municipally-Owned Lands and Road Allowances.</u></p> <p>2. OBJECTIVES:</p> <p>2.1 Smoky Lake County recognizes the importance of assisting the public by effectively managing Encroachments and wishes to provide a consistent approach in processing applications for Encroachment Agreements.</p> <p>2.2 Smoky Lake County must ensure that Encroachments onto Municipally-Owned Lands and Road Allowances do not adversely affect these lands and rights-of-way, or the County's ability to maintain effective services or restrict public access and enjoyment of lands for public use.</p> <p>3. DEFINITIONS:</p>

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For interpretation purpose:

~~3.1 Council: the Municipal Council of Smoky Lake County.~~

~~3.2 County: the Municipal Corporation of Smoky Lake County. resolution, an advertisement will be placed in the local newspaper for (2) two consecutive weeks.~~

~~3.3 Encroachment: anything placed, constructed or erected below, on or above ground, or attached to something placed, constructed or erected below, on or above ground, that extends on, over or under municipal lands including, but not limited to the following:~~

~~3.3.1 Buildings and all projections (including eaves, footings, foundations, weeping tiles, cantilevers, etc.) and siding;~~

~~3.3.2 Sheds (including those attached to a dwelling and/or fence);~~

~~3.3.3 Extensions of adjacent lands by fill or any deposit of fill;~~

~~3.3.4 Fences;~~

~~3.3.5 Sidewalks, curbs, parking pads, aprons or driveways made from concrete asphalt, brick or similar materials;~~

~~3.3.6 Structures (including decks, patios, gazebos, satellite dishes, antennae, decorative walls, etc.);~~

~~3.3.7 Retaining walls;~~

~~3.3.8 Swimming pools and hot tubs;~~

~~3.3.9 Shrubs, trees and other organic landscaping planted in Reserve Parcels or Municipally-Owned Lands;~~

~~3.3.10 Hard landscaping (including asphalt, concrete paving stones, retaining walls, structures, planters, etc.);~~

~~3.3.11 Light standards;~~

~~3.3.12 Permanent signs; and~~

~~3.3.13 Underground electrical/irrigation systems (excluding utilities authorized by the County).~~

3.1 "County" – means Smoky Lake County.

3.2 "Encroachment" – means any portion of a landscaping improvement, or structure which extends onto County lands which could be either a roadway or other Reserve Lands.

3.3 "Encroachment Agreement" – means an agreement, pursuant to the MGA under which a municipality permits the encroachment of landscaping improvements, and structures onto a roadway. This Agreement would be registered on the landowner's title as per the MGA.

3.4 "Encroachment License" – a license which allows the encroachment of landscaping improvements, and

structures onto Reserve Lands. This License would not be registered on the landowner's title and does not transfer to the next owner of the land.

3.5 "GIS" – means Geographic Information System used for gathering, managing, and analyzing data.

3.6 "Landowner" – means all owners(s) listed on the Certificate of Title as having an interest in the titled land.

3.7 "May" – means discretionary compliance or a choice in applying policy.

3.8 "MGA" – means the Municipal Government Act being the Revised Statutes of Alberta 2000 Chapter M-26, and amendments thereto.

3.9 "Real Property Report" - means a plan that illustrates the survey performed by an Alberta Land Surveyor ~~a professional land surveyor~~ showing what is and what is not on a parcel of land at the time of the survey.

3.10 "Reserve Lands" – means any lands owned by the County that are designated as Municipal Reserve (MR), School Reserve (SR), Municipal and School Reserve (MSR), Environmental Reserve (ER), Community Service Reserve (CSR), Reserve lands (R), Conservation Reserve (CR) or other County owned land except a public utility lot.

3.11 "Roadway" - means a highway or Roadway that is subject to the direction, control, and management of the County.

3.12 "Shall" – means mandatory compliance.

3.3 **Encroachment Agreement:** An agreement between the applicant and the County authorizing an Encroachment(s). The Encroachment Agreement shall include, but not be limited to, the following:

3.4.1 — The nature and location of the Encroachment(s);

3.4.2 — The Owner's responsibilities to maintain the Encroachment(s);

3.4.3 — Terms and conditions under which the Agreement may be terminated;

3.4.4 — The County's right to have access to the land subject to the Encroachment(s);

3.4.5 — Indemnification of the County, its agents and its licensees; and

3.4.6 — Any other condition or provision that Council deems appropriate.

~~3.5 **Municipally-Owned Lands:** Collectively or individually, all titled land owned by the County, including, but not limited to, all Municipal Reserves, School Reserves, Municipal and School Reserves, Community Services Reserves, Environmental Reserves and Public Utility Lots.~~

~~3.6 **Owner:** The person, persons or corporation or other entity registered under the *Land Titles Act, R.S.A.* 2000, as the owner of the fee simple estate in the land. In the context of municipal lands, "owner" shall mean the owner of the adjacent land which has an encroachment into the municipal lands.~~

- 3.7 **Reserve Parcel:** A parcel that is registered at the Alberta Land Titles Office as a Municipal Reserve, School Reserve, Municipal and School Reserve, Community Services Reserve or Environmental Reserve, as defined by the *Municipal Government Act, R.S.A., 2000*.
- 3.8 **Road Allowance:** land shown as a road on a plan of survey that has been filed or registered at the Alberta Land Titles Office, whether it has been developed as a road or not, and includes a bridge forming part of a public road.

4. **GUIDELINE SCOPE:**

- 4.1 When an Encroachment(s) onto Municipally-Owned Lands or a Road Allowance is identified, the County will send a Notice in writing that the Owner must enter into an Encroachment Agreement with the County to allow said Encroachment(s) to remain.
- 4.2 The Planning and Development Manager will review all applications for an Encroachment Agreement and provide a recommendation to Council.
- 4.3 Council will retain the right to refuse any request for an Encroachment Agreement and will also retain the right to force the Owner of the Encroachment(s) to remove said Encroachment(s) at the Owner's sole expense.

4.1 Encroachments are identified and brought to the attention of the County in a number of ways. Sometimes encroachment issues are identified by the County's assessors who conduct inspections of all properties at least once every five years. Other times these are identified through inspections by our Bylaw Enforcement Officer, complaints, by the Landowners themselves or the request for a compliance certificate.

4.2 An Encroachment, once identified, will only be allowed to remain by either the use of an Encroachment Agreement where the Encroachment is on a County Roadway, or an Encroachment License where the Encroachment is on Reserve Lands.

4.3 **The Landowner will be responsible for all costs associated with execution of an Encroachment Agreement or Encroachment License. A one-time minimum non-refundable administrative fee shall be charged to cover administration's costs to prepare and facilitate the agreement preparation. This one-time fee is included in the County's Fees Schedule Bylaw. Other costs associated with the approval may include Real Property Report (Landowner must supply), Land Titles registration, legal fees, and increased insurance costs. Initial costs will be estimated, and final costs will be verified with the Landowner and any differences rectified between the Landowner and the County.**

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5. **RESPONSIBILITIES**

5.1 Council

5.1.1 Review and consider adoption of the policy and any recommended amendments.

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5.1.2 Consider appeals of Landowners who are requesting either an Encroachment Agreement or Encroachment License that has been denied by the CAO.

5.2 Chief Administrative Officer

5.2.1 Implement the policy.

5.2.2 Authorize Encroachment Agreements or Encroachment Licenses if they follow the guidelines set out by this policy.

5.2.3 Report to Council when a new Encroachment Agreement or Encroachment License has been authorized.

5.2.4 Report to Council when a request for an Encroachment Agreement or Encroachment License has been denied.

5.3 Planning Technician & GIS Technician

5.3.2 Determine requirements for development or other safety code permits.

5.5.7 Ensure that the Encroachment Agreement or Encroachment License is uploaded to the County's GIS system.

5.4 Bylaw Enforcement Officer

5.4.1 Identify potential eEncroachments issues from inspections and complaints.

5.4.2 Initiate correspondence with the Landowner regarding suspected eEncroachments issues.

5.4.3 Coordinate with the Landowner for inspection or survey of the land to confirm if an Encroachment exists from either inspection or complaint.

5.4.4 Where an Encroachment is identified, provide the Landowner with information regarding this policy and advise the Landowner of the requirement to remove the Encroachment within 30 days.

5.3.1 Review eEncroachment Agreement/License requests when received.

5.3.3 Circulate the request for an Encroachment Agreement or Encroachment License to the appropriate County departments for comment.

5.4.5 Follow-up regarding Encroachments that have been denied an Agreement/License, to ensure compliance.

5.3.4 Recommend to the CAO approval or denial of the eEncroachment Agreement/License application.

5.5.5 If the Encroachment will be allowed, work with Landowner to obtain a Real Property Report and arrange for payment for the Encroachment Agreement/License as well as signing of the Encroachment Agreement/License agreement by both parties.

5.5.6 Maintain a register of Encroachment Agreements and Encroachment Licenses.

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~~5.5.8 Work with legal counsel to ensure the Encroachment Agreement and Encroachment License wording/terms and conditions are is current and appropriate.~~

5.5 Public Works, Natural Gas, and other Departments

~~5.5.1 Review request for Encroachment Agreements or Encroachment Licenses to determine if the Encroachment will interfere with infrastructure, utilities, or roadways.~~

6.1 PROCEEDURES

~~6.1 An application form for an Encroachment Agreement must be submitted to the Planning and Development Manager before an Encroachment Agreement will be considered by Council.1. Application forms are available at the Smoky Lake County office or at-on the County's website at www.smokylakecounty.ab.ca ('Schedule "A" Application for Encroachment Agreement/License')~~

~~6.2 The applicant must provide, solely at the applicant's expense, a Real Property Report~~ed~~, dated within **three (3) months** of the application date, showing the exact nature and location of the Encroachment(s) and a current copy of the Certificate of Title.~~

~~6.3 The applicant must pay the County an application fee of **\$500.00** or the cost of legal fees, _____ **whichever is greater**, as per Smoky Lake County ~~Policy-Planning and Development Fees Bylaw, as amended. 61-11-04: Planning and Development Fees.~~~~

~~Upon submitting a completed application form and application fee, the Planning and Development Manager will review the request and provide a recommendation to Council at the next possible Council meeting.~~

~~The Planning and Development Manager will refer the application to other departments when necessary. County administration will evaluate the application, giving consideration to such factors as public safety, future development plans, environment/wildlife sensitivities, existing and future requirements of utilities, existing easements and any other factor deemed relevant to the Encroachment(s).~~

~~The Planning and Development Manager will present the evaluation of the application and a draft Encroachment Agreement ('Schedule "B" Encroachment Agreement') to Council for consideration.~~

~~6.4 Council Smoky Lake County reserves the right to amend the draft Agreement/License as it deems necessary, or refuse to allow the Encroachment.~~

~~6.5 If Council approves the Encroachment(s) are approved, the County and the Owner will jointly enter into an Encroachment Agreement/License, and both parties will be bound by the terms and conditions within said Encroachment Agreement/License. A copy of said Encroachment Agreement will be registered at the North Alberta Land Titles Office by caveat.~~

~~6.6 If the Encroachment Agreement/License is refused by Council, the Owner will be notified of the decision in writing, and a Notice will be issued to the Owner, requiring removal of said Encroachment(s) within the specified timeframe.~~

~~6.7 If an Encroachment Agreement/License is refused, by Council and a Notice has been sent to the Owner~~

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requiring said Encroachment(s) to be removed and said Encroachment(s) is(are) not removed within the timeframe specified in said Notice, the County shall be at liberty to remove said Encroachment(s) at the sole expense of the Owner.

6.8 Unless an Encroachment(s) is(are) explicitly permitted by means of an Encroachment Agreement/[License](#), the County reserves, upon Notice being given to the Owner, the right to remove said Encroachment(s) from Municipally-Owned Lands or Road Allowances at the sole cost of the Owner.

6.9 If, after having been sent Notice of an Encroachment(s) by the County, and an application for an Encroachment Agreement has not been received from the Owner by the County within the timeframe specified by said Notice, the County reserves the right to remove said Encroachment(s) at the sole expense of the Owner.

6.10 An authorized and executed Encroachment Agreement/[License](#) does not release the Owner from the responsibility to comply with provincial or federal requirements, or other municipal bylaws and policies.

6.11 All expenses, costs, liabilities, and other risks associated with an Encroachment, including but not limited to costs of utility relocation/reconstruction and removal/relocation of public property, shall be borne solely by the Owner.

6.12 Unless explicitly provided for in the Encroachment Agreement/[License](#), an Encroachment once authorized ~~by Council~~ may continue to exist, but said Encroachment shall not be added to, rebuilt, or structurally altered, except:

6.12.1 as may be necessary to remove the Encroachment; or

6.12.2 as may be necessary for the routine maintenance of the Encroachment.

6.13 If an authorized Encroachment is damaged or destroyed to the extent of more-than or equal-to 75% of the replacement value of said Encroachment, said Encroachment shall not be repaired, rebuilt, or reconstructed, and said Encroachment shall be removed by the Owner within **thirty (30) days** of Notice being given to the Owner by the County.

6.14 Notwithstanding any of the above, in the event that an Encroachment poses a clear and present danger to the public as determined solely by the County, Notice shall be given to the Owner, and the Owner shall remove said Encroachment immediately upon receipt of said Notice, solely at the expense of the Owner. Should the Owner for any reason be unable or unwilling to remove said Encroachment, the County will remove said Encroachment, and all costs incurred by the County pursuant to the removal of said Encroachment shall be borne by the Owner.

6.15 An Encroachment shall not interfere with the County's or other utility operator's need to access any easement or right-of-way.

~~Existing Encroachments authorized by Licenses of Occupation, Encroachment Agreements, Roadway Licensing Agreements, or any other existing agreement with the County authorizing said Encroachment shall be deemed to be an authorized Encroachment and be subject to the terms and conditions of the existing agreement.~~

7.1 Reserves:

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7.1 Environmental

7.1.1 While defined in the Definitions section, there is a need to not only identify the 'label' of reserve land (ER, MR, SR, MSR, CSR, R, etc.) but to distinguish why land is labeled as such. Land designated ER that have been taken and designated as such for specific legislative purposes and have specific legislative limitations differ from lands designated as MR, R, SR, MSR and CSR.

7.1.2 MGA Sections 664(1)(a) & (b) describes, essentially, 'undevelopable land'. This is land upon which development is not wanted or desired, so not allowed through the ER designation.

7.1.3 Section 664(1)(c) describes a buffer strip, which may or may not be developable.

7.1.4 Further, Section 664(1.1) limits the taking of Environmental Reserve to:

- i) preserving natural features
- ii) preventing pollution
- iii) ensuring public access, and
- iv) preventing significant risk of personal injury or property damage.

7.1.5 Conservation Reserves (Section 644.2) provides for the protection of environmentally significant features but is not land that would be taken as ER. Land taken as Conservation Reserve requires compensation while land taken as ER does not.

7.1.6 Section 671(1)(a) states that ER 'must be left in its natural state or be used as a public park' subject to Section 676(1).

7.1.7 Section 676 outlines a procedure for using ER for other purposes for a limited time period. Municipal / Community

7.1.8 Where land taken as ER is largely undevelopable, land taken as MR / CSR is developable land for municipal or school purposes (Section 671(2) and 671(2.1). By being 'developable', the premise is that the lands do not pose a risk of personal injury or property damage.

7.2 Administrative Considerations

7.2.1 Given the types of reserves, and the legislation surrounding them, Administration will perform an analysis of the site to determine if the encroachment on the land is hazardous under Section 664(1)(a) or (b) or (1.1) (d). The encroachment must be moved if:

- It is polluting a water body in some manner,
- It is disturbing a natural feature (nesting / spawning area or rare vegetation),
- It is moveable.

7.3 Policy Guidelines:

7.3.1 Unless an Encroachment has been authorized by the municipality, the Encroachment shall be removed from the affected municipal lands or roadway. The Landowner shall remove the

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Encroachment within 30 days of receiving notice to do so. All work conducted in removing an Encroachment shall be at the Landowner's expense and under the supervision of the County.

7.3.2 If an Encroachment is authorized, the Landowner and CAO will execute an Encroachment Agreement or Encroachment License once all applicable fees are paid. If fees are not paid, then the Encroachment shall be removed from the affected municipal land or roadway within 30 days, in accordance with .

7.3.3 Encroachments with a permit or other authorization from the County will be allowed to remain and minor maintenance (no structural modifications) will be allowed. If the Encroachment falls into disrepair the Owner shall remove the Encroachment and reclaim the area to a natural state, at the landowner' s expense.

7.3.4 If the Encroachment is damaged or destroyed, the Encroachment shall be removed within 30 days.

7.3.5 Authorized Encroachments do not relieve a Landowner from the requirement to comply with all applicable federal, provincial, and municipal statutes, regulations, order, bylaws and policies. All costs, expenses, liabilities, or other risk associated with an authorized Encroachment shall be endured by the Landowner.

7.3.6 In the event that an Encroachment poses a clear and present danger to the public as determined by the County, the Encroachment shall be removed immediately by the Landowner. Should the Landowner, for whatever reason, be unable or unwilling to remove the Encroachment, the County shall immediately remove it and all costs shall be invoiced to the Landowner. Failure to pay this invoice will result in the amount outstanding to be added the Landowner's tax roll.

8. Considerations for approval of an Encroachment Agreement or Encroachment License:

8.1 The Landowner will make a request by completing the Encroachment Agreement or Encroachment License Application Form.

8.2 This request may require a Real Property Report.

8.3 The request will be received by the Taxation and Assessment Technician.

8.4 The encroachment will be considered under the following conditions if it does not pose a risk to County infrastructure or utilities:

- a. Special needs access (ramps, elevators, etc.)
- b. Entry Stairs
- c. Eaves
- d. Development Authority approved stairways for access on Reserve Lands.

8.5 The Taxation and Assessment Technician will make a recommendation to either approve or deny the application for Encroachment Agreement or Encroachment License.

8.6 If approved, the landowner will be required to submit a Real Property Report. The CAO will then enter

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into the appropriate agreement or license with the Landowner and report the approval to Council.

8.7 If denied, the CAO will send a letter to the Landowner denying the request and providing notice that the Encroachment must be removed within 30 days. The CAO will also provide information regarding the process to appeal to County Council.

8.8 If the Landowner decides to move the encroaching structure onto their own property, a development permit and/or a safety codes permit may be required.

9. Appeals to County Council

9.1 If the CAO does not approve the application for an Encroachment Agreement or Encroachment License, the Landowner may submit in writing to County Council an appeal requesting a review of the CAO's decision, and

9.1.1 County Council will review all the information received by Administration.

9.1.2 Council's decision will be final.

9.1.3 If approved, the landowner will be required to submit a Real Property Report. The CAO will enter into the appropriate agreement or license with the Landowner.

9.1.4 If denied, the CAO will send a letter to the Landowner denying the request and providing notice that the Encroachment must be removed within 30 days.

9.1.5 If the Landowner decides to move the encroaching structure onto their own property, a development permit and/or a safety codes permit may be required.

10. Enforcement

10.1 If an application for either an Encroachment Agreement or Encroachment License is denied, the CAO will issue a notice to the Landowner for removal of the Encroachment and restoration of the encroached land within 30 days.

10.2 The Bylaw Enforcement Officer will inspect the property to ensure compliance

10.3 If the encroachment is not removed after 30 days, or other reasonable time agreed to by the County, the CAO may take whatever steps or legal remedies are available to the County to enforce the removal.

11. Long Term Encroachments

11.1 A long-term encroachment does not have grandfathered rights. Regardless of the length of time an Encroachment has been in existence, unless the County has formally authorized it, the Encroachment will have to be resolved using this policy.

PROCEDURES:

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	Date	Resolution Number
Approved	June 16, 2016	# 762 - Page # 12298
Amended	MONTH DAY, 2023	
Amended		
Amended		



Box 310
4612 McDougall Drive
Smoky Lake, AB, T0A 3C0
Phone: 656-3730 Fax: 656-3768

ENCROACHMENT AGREEMENT / LICENSE APPLICATION

Application Requirements:

1. Signed and Completed Encroachment Agreement / License Application Form
2. Application fee of \$500.00 or the cost of legal fees, whichever is greater
3. 3 copies of a Real Property Report dated within 3 months of the application date (faxed, emailed, spliced or altered copies will not be accepted)
4. A current copy of the Certificate of Title

Internal Use Only		
Our File Number: _____	Roll Number: _____	Date: _____
Registered Landowner Information		
Registered Owner: _____	Phone: _____	
Address: _____	Fax: _____	
City/Prov. _____	Postal Code: _____	Signature: _____
Right of Entry		
Pursuant to Section 542 of the Municipal Government Act, I hereby do ____ or do not ____ grant consent for a designated officer of Smoky Lake County to enter upon the land as described above, for a site inspection.		
Print Name: _____	Signature: _____	
Section A - Property Information		
Legal: Lot ____ Block ____ Plan _____ Part of ____ ¼ Sec ____ Twp ____ Rge ____ W4M		
Subdivision Name (if applicable) or Area of Development _____		
Rural Address/Street Address _____ Parcel Size _____		

Section B – Description of Encroachment

Please describe the nature of the Encroachment

Section C – Preferred Method of Communication

If we have any questions or require clarification regarding your application, how do you wish to be contacted:

phone mail fax e-mail

OFFICE USE ONLY

Type of Payment: DEBIT CASH CHEQUE

Fee
\$ _____

Receipt

Receipt
Date _____

Date
Received _____

*and deemed complete by Development Authority.

Authorization:

Approved Refused

Issuing Officer's Name _____

Issuing Officer's Signature _____

Date of Decision _____

Date Issued _____

Motion # _____

Comments _____

The personal information provided is being collected under the authority of the Municipal Government Act and will be used for the purposes under that Act. Information that you provide may be made public, subject to the provisions of the Freedom of Information and Protection of Privacy Act. Any questions regarding the collection, use or disposal of this information should be directed to Smoky Lake County at 780-656-3730.

ENCROACHMENT AGREEMENT
BETWEEN TITLED PARCELS OF LAND

THIS AGREEMENT MADE EFFECTIVE this _____ day of _____, _____.

BETWEEN:

SMOKY LAKE COUNTY
Box 310, 4612 McDougall Drive, Smoky Lake, AB, T0A 3C0
a municipal corporation pursuant to the laws
of the Province of Alberta
(hereinafter called the "Grantor")

- and -

OWNER'S NAME
Owner's Address
(hereinafter called the "Owner")

WHEREAS:

- A. The Owner is the registered owners of the lands located in Smoky Lake County, in the Province of Alberta, municipally described as **(INSERT MUNICIPAL ADDRESS)**, and legally described as:

(INSERT LEGAL LAND DESCRIPTION)
(hereinafter referred to as the "Owner's Land")

- B. The Grantor is the registered owners of the lands located in Smoky Lake County, in the Province of Alberta, municipally described as **(INSERT MUNICIPAL ADDRESS)**, and legally described as:

(INSERT LEGAL LAND DESCRIPTION)
(hereinafter referred to as the "Grantor's Land")

- C. The Owners have constructed/placed a **(INSERT NATURE OF THE ENCROACHMENT)** (hereinafter referred to as the “Encroachment”) which encroaches upon the Grantor’s Land.
- D. The Grantor is prepared to authorize the Encroachment to exist upon the Grantor’s Land, subject to the terms and conditions contained within this Encroachment Agreement (hereinafter referred to as the “Agreement”).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment of **(INSERT PAYMENT AMOUNT)** paid by the Owners to the Grantor, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, the Grantor and Owners hereby agree as follows:

GRANT OF ENCROACHMENT

- 1. The Grantor hereby permits the Encroachment to exist upon the Grantor’s Land in the manner and location as shown on the Real Property Report **(INSERT FILE #)** prepared by **(INSERT NAME OF SURVEYOR)**, dated **(INSERT DATE OF SURVEY)**, attached hereto as Schedule “A” to this Agreement, subject to the terms, covenants and conditions contained within this Agreement. The Owners shall pay any and all costs associated with obtaining the Real Property Report. *[NOTE: It is essential that the Encroachment is accurately depicted and located].*

TERM AND TERMINATION

- 2. The terms of this Agreement shall be for the lifetime of the Encroachment, subject to the earlier termination of this Agreement due to breach of contract or as provided for within this Agreement.
- 3. In the event that the Grantor deems it necessary for the Encroachment to be partially or completely removed from the Grantor’s Lands for a temporary period of time, the Owner shall remove it within **ninety (90) days** at the Owner’s sole expense.
- 4. In the event that the Encroachment must be immediately removed, in whole or in part, due to an emergency situation (as defined by the Grantor at its sole discretion), the Grantor shall remove the Encroachment at the Grantor’s sole expense. The Owner shall be permitted to replace the Encroachment at the Owners’ sole expense, upon receiving written confirmation from the Grantor that the emergency situation has been resolved.
- 5. In the event that the Encroachment at any time after the date that this Agreement takes effect, is destroyed or by any other means removed from the Grantor’s Land in circumstances other than contemplated in **Section 3** or **Section 4** of this Agreement:
 - 5.1 this Agreement shall automatically terminate, save and except for those terms which survive termination, and all rights and privileges granted to the Owner pursuant to the terms of this Agreement shall immediately expire; and

5.2 the Encroachment, or any structure constructed as a replacement for the Encroachment, shall not be replaced or rebuilt on the Grantor's Lands.

6. In the event that the Encroachment is only partially destroyed, the rights and privileges granted to the Owner pursuant to the terms of this Agreement shall expire with respect to the partially destroyed portion of the encroachment, PROVIDED ALWAYS that it is reasonable for the Owner to rebuild the partially destroyed portion of the Encroachment having regard to the nature of the structure, and the extent and the nature of the damage.
7. Notwithstanding anything contained within this Agreement, this Agreement and the rights and privileges granted to the Owner may be unilaterally terminated by the Grantor providing **thirty (30) days** written notice of such termination to the Owner.

REMOVAL AND RECLAMATION

8. Upon the termination of the rights and privileges granted to the Owner pursuant to the terms of this Agreement, the Owner shall:
 - 8.1 remove the Encroachment from the Grantor's Land; and
 - 8.2 attend to the repair and reclamation of the Grantor's Land to the reasonable satisfaction of the Grantor.
9. If, upon termination of this Agreement, the Owner has failed to perform its obligations under **Section 3** and **Section 8** of this Agreement, the Grantor is hereby authorized to enter onto the Owner's Land if necessary and perform such obligations, at the sole expense of the Owner.

MAINTENANCE EASEMENT

10. In conjunction with the Grantor's grant of the right of encroachment as contained within this Agreement, the Grantor hereby grants to the Owner, the right, license, privilege and easement across, over, under and upon the Grantor's Land as is reasonably required in order to allow the Owner to inspect the condition of the Encroachment, and to attend to routine maintenance and repairs of the Encroachment, as may be necessary.
11. The Owner's right to enter upon the Grantor's Land for the purposes permitted pursuant to **Section 10** of this Agreement is subject to the reasonable restrictions and limitations imposed from time to time by the Grantor in order to minimize disruption of the Grantor's use and enjoyment of the Grantor's Land, and minimize damage to the Grantor's Land and any improvements or chattels located thereon. Such restrictions may include, without restriction, limitation as to the time of day any entry upon the Grantor's Land by the Owner, and the equipment, if any, permitted to be placed upon the Grantor's Land for the purpose of assisting the inspection, maintenance or repair of the Encroachment.
12. The Owner shall maintain and repair the Encroachment in a good and workmanlike manner, having regard to the nature of the Encroachment any structure incorporating the

Encroachment, the nature and condition of the Grantor's Land, and the nature and extent of the Encroachment upon the Grantor's Land.

13. The Owner shall be responsible for the repair and restoration of the Grantor's Land after each and every entry upon the Grantor's Land pursuant to the rights of easement granted within **Section 10** of this Agreement. Without restricting the generality of the foregoing, the Owner shall be responsible for the repair and restoration of any fences or other structures or chattels damaged by the Owner, its agents or its contractors as a result of the exercise of purported exercise of any of the rights granted within this Agreement.
14. The Owner's signature to this document shall serve as acknowledgement of the Grantor's infrastructure which lies beneath the surface of the Encroachment, and the Owner shall be responsible for the cost of repair of any and all damages resulting from the presence, use, repair or maintenance of the Encroachment, to this infrastructure, to the Grantor's satisfaction.

LIABILITY

15. The Owner shall indemnify and hold harmless the Grantor, its employees, agents, franchisees and licensees from and against any and all claims, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client fill indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of the existence of the Encroachment, the exercise or purported exercise of any of the rights granted within this Agreement, or by reason of any matter or anything done, permitted or omitted to be done by the Owner or their heirs, executors, administrators and assigns, and whether occasioned by negligence or otherwise.
16. The Owner hereby assumes, and shall remain responsible for, all risk of personal injury and damage to all real or personal property, including the Owner's property comprising the Encroachment upon the Servient Tenement, regardless of how such injury or damage is caused.
17. The Owner's obligations under **Section 15** and **Section 16** of this Agreement shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the Owner until all such obligations are satisfied in full.
18. Throughout the existence of this Agreement, the Owner shall take out and maintain insurance in such form and in such amounts as may be satisfactory to the Grantor, acting reasonably, and upon request provide the Grantor with written confirmation of the existence of such insurance (including but not limited to providing copies of the insurance policies). Without limiting the generality of the foregoing, the insurance shall have at least the following coverage, and contain the following terms:

- 18.1 comprehensive general liability insurance covering all risks associated with the use and occupation of the Encroachment by the Owner including, without limitation, extended coverage, coverage for public liability, and such other coverage and in such amounts as the Grantor may reasonably require;
- 18.2 such policies shall name the Grantor as an additional loss payable with respect to the Encroachment and the portion of the Grantor's Land occupied by the Encroachment; and
- 18.3 such policies of insurance shall contain an undertaking by the insurers to notify the Grantor in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof.

ENVIRONMENTAL

- 19. The Owner hereby represents, covenant and warrants to and in favour of the Grantor that the Owner:
 - 19.1 shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under or at the Grantor's Land without the prior consent of the Grantor, which consent may be arbitrarily or unreasonably withheld;
 - 19.2 shall not allow the Grantor's Land to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the handling, disposal and emission of Hazardous Substances;
 - 19.3 to the extent that Hazardous Substances are, with the Grantor's consent, placed, held, located or disposed of on, under or at the Grantor's Land in accordance with the terms hereof, the Owner shall:
 - 19.3.1 comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances, as well as all terms or conditions required by the Grantor; and
 - 19.3.2 at the request of the Grantor, provide evidence to the Grantor of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the Grantor may reasonably require, all at the Owner's expense.

20. The Owner shall indemnify and save harmless the Grantor and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation:
 - 20.1 the costs of defending, counter-claiming or claiming over against third parties in respect of any action or matter including fees, cost and disbursements on a solicitor and his own client full indemnity basis and at all court levels;
 - 20.2 any cost, liability or damage arising out of a settlement of any action entered into by the Grantor with or without the consent of the Owner; and
 - 20.3 the costs of repair, clean-up or restoration paid by the Grantor and any fines or levies against the Grantor or owner,which at any time or from time to time may be paid, incurred or asserted against the Grantor as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of Hazardous Substances from the Grantor's Land either onto any lands (including the Owner's Land), into the atmosphere or into any water. This indemnification shall survive the expiration of the term of this Agreement, the termination of this Agreement for whatever cause, and any renewal of this Agreement.
21. That for purposes of this Agreement, the term "Hazardous Substances" shall mean any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - 21.1 any form of radioactive materials;
 - 21.2 explosives;
 - 21.3 any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - 21.4 any solid, liquid, gas or odour or combination of any of them that if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - 21.4.1 endangers the health, safety, or welfare of any persons or the health of animal life;
 - 21.4.2 interferes with normal enjoyment of life or property; or
 - 21.4.3 causes damage to plant life or property; and

21.5 substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Grantor's Land.

22. The Owner shall:

22.1 notify the Grantor, in writing, of any sale of the Owner's Land; and

22.2 notify any purchaser of the Owner's Land of the terms of this Agreement.

GENERAL

23. This Agreement, and each of the terms, covenants and conditions contained herein, shall be of the same force and effect for all intents and purposes as a covenant running with the Grantor's Land and the Owner's Land, respectively, and subject to the terms of this Agreement shall be binding upon, and ensure the benefit of, all future owners of the Grantor's Land and the Owner's Land throughout the existence of this Agreement.

24. Subject to acceptance by the Alberta Land Titles Office, the parties shall be at liberty to register by way of Caveat or otherwise against the title to the lands affected in order to protect the parties' respective interests under the terms of this Agreement. Any such Caveat or other registration shall expire and shall forthwith be discharged by the parties upon the termination of this Agreement.

25. All notices to be given in relation to the Agreement, as well as all requests for prior written consent required under this Agreement, may be hand delivered or sent by prepaid courier or registered mail addressed to the parties as follows:

25.1 to the Owner at: **(INSERT OWNER'S ADDRESS)**

25.2 to the Grantor at: **SMOKY LAKE COUNTY**
Box 310
Smoky Lake, AB, T0A 3C0

or at such other address, in either case, as the Owner or the Grantor respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during periods of postal interruption and seven (7) days thereafter, in which case all notices required herein shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery.

26. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire Agreement between the parties. Words within this Agreement importing number or gender shall be construed in grammatical

conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the year and date first above written.

SMOKY LAKE COUNTY

Per: _____
~~Ron Bobocel~~ _____, Reeve

- SEAL -

Per: _____
Cory Ollikka _____, Chief

Administrative Officer

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)

(INSERT OWNER NAME)

Witness

SCHEDULE "A"
The Encroachment

(INSERT REAL PROPERTY REPORT SHOWING ENCROACHMENT)



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.f

Topic: Major Alternative Energy Planning

Presented By: Planning & Development Department

Recommendation:

- 1) That the Reeve, on behalf of Council, send a letter to the province (Ministers and Deputy Ministers) and the Alberta Utilities Commission (AUC), in relation to preservation of Agricultural Lands and reclamation of major alternative energy projects, and**
 - 2) Administration brings forward a Municipal Development Plan (MDP) amendment relating to major alternative energy considerations, based in-part on information obtained from Parkland County, and others.**
-

Background:

The realm of energy generation is a shared area of jurisdiction between municipalities and the Alberta Utilities Commission (AUC), under the MGA S.619.

The AUC may have regard to but is not bounded by Municipal Development Plans (MDPs).

In recent months, various advocacy initiatives in this area have been advanced by municipalities through the Rural municipalities of Alberta (RMA) and are ongoing.

In preparation for future major alternative energy projects in Smoky Lake County, administration is proposing to join this advocacy work, and revise the current MDP to better speak to Council's priorities and values.

Benefits:

Pro-active planning and advocacy. Environmental and Agricultural integrity.

Disadvantages:

Staff time.

Alternatives:

Council may defeat the proposed motions or defer a decision.

Financial Implications:

Financial/budget implications involve the cost of advertising an LUB/MDP amendment and Public Hearing.

Legislation:



Request for Decision (RFD)

Part 17, Municipal Government Act, M-26 RSA 2000

Intergovernmental:

Involvement of Alberta Municipal Affairs, Alberta Environment and Protected Areas, and Alberta Forestry Parks and Tourism, and Alberta Utilities Commission (AUC).

Strategic Alignment:

Proactivity in Development

Enclosure(s):

- RMA Resolution 9-21F Renewable Energy Projects Reclamation Requirements, *Carried*
- RMA Resolution 21-22F: Loss of Agricultural Lands, *Carried*
- Letter from Rocky View County, dated December 15, 2022
- Letter from Parkland County, dated August 26, 2022

Signature of the CAO: _____

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to consist of several loops and peaks.

Resolution 9-22F

Renewable Energy Project Reclamation Requirements

Date: November 9, 2022

Year: 2022

Expiry Date: December 1, 2025

Convention: Fall

Active Status: Active

Category: Energy

Sponsors: MD of Foothills, Mountain View
County

Status: Sent to Government

District: 1 - Foothills-Little Bow, 2 -
Central

Vote Results: Carried as Amended

Preamble:

WHEREAS the Government of Alberta (GOA), in line with the Government of Canada, have a mandate to transition to a low carbon economy; and
WHEREAS renewable energy has been determined to be one way to transition to a low carbon economy; and

WHEREAS increased development of renewable energy sources including wind, solar and geothermal energy projects is occurring throughout Alberta; and

WHEREAS the Alberta Utilities Commission is solely responsible for approvals of renewable energy projects on private lands; and

WHEREAS in June 2018, the GOA amended the Conservation and Reclamation Regulation to include renewable energy operations under the definition of specified land activities; and

WHEREAS the Conservation and Reclamation Directive for Renewable Energy Operations outlines an operator's obligation to reclaim specified land to equivalent capability; and

WHEREAS this obligation is intended to ensure renewable energy projects are properly reclaimed upon their decommissioning; and

WHEREAS the directive does not include a requirement to submit reclamation security; and

WHEREAS Section 619 of the *Municipal Government Act* states: that "a licence, permit, approval, or other authorization granted by the Natural Resources Conservation Board, Energy Resources Conservation Board, Alberta Energy Regulator, Alberta Energy and Utility Board or Alberta Utilities Commission prevails over municipal authority;"

Operative Clause:

THEREFORE, BE IT RESOLVED that the Rural Municipalities of Alberta request that the Government of Alberta implement a mandated collection of adequate securities

for future reclamation of renewable energy projects on private lands, either by requiring renewable energy project proponents to post a reclamation surety bond as a condition of any renewable energy project approvals or by other means;

FURTHER BE IT RESOLVED that the amount of the required securities be calculated based on data-driven projections of actual reclamation costs to protect municipalities and residents of Alberta from incurring costs associated with the decommissioning of all renewable energy projects.

Member Background:

As solar and wind farms become more prevalent within the province, there is a vital missing element within the current Conservation and Reclamation Directive for Renewable Energy Operations. There is no bond or other mechanism required of project proponents to protect landowners, municipalities and the residents of Alberta from incurring costs associated with reclamation of lands to their initial state.

Private landowners in rural Alberta are being approached to enter into letters of intent (LOI) with renewable energy companies for land rental rates (\$600-\$800/acre) that far exceed what agriculture producers can pay or generate per acre from agriculture pursuits. The concern is that there appears to be no support for landowners to guide them through the contract process to ensure they:

1. Are aware that the private landowner is ultimately responsible for any and all reclamation costs that will be incurred in future
2. Landowners can and should include reclamation securities or guarantees of reclamation being covered by the operator of the renewable energy facility as part of land lease agreements.

Investors/developers in renewable energy projects may be from out of country or become insolvent and there is no recourse to pursue legal action for the eventual clean up and restoration once these projects reach their end of life. The cost will then fall to the landowner or to the municipality.

Under section 619 of the MGA, the Alberta Utilities Commission (AUC) approval of renewable energy projects prevails over municipal authority. Municipalities have no authority or opportunity to support private landowners with respect to renewable energy projects.

The frustration on reclamation of renewable energy projects is that the AUC is the approving authority, under the Alberta Energy, however the reclamation legislation is under Alberta Environment and Parks (AEP). In trying to sort out responsibilities, we have been passed between these ministries, with no provincial department wanting to take on the task of reviewing the requirements for reclamation securities.

Based on discussions with AEP, there is very little appetite from the Government of Alberta to interfere with private landowners and private companies with respect to renewable energy projects. However, history has indicated that without any government oversight on ensuring companies are held accountable to final reclamation, issues like brownfield and

orphan wells will arise. These ultimately become the burden of the taxpayer when all the money is extracted from the development and there is nothing left over to pay for the reclamation.

AEP already has similar requirements in place regarding the reclamation of gravel pits on private lands, as well as the oversight of the Natural Resources Conservation Board regarding confined feeding operations on private lands. Precedent has been set that the government can collect securities for reclamation if the development holds public interest. Development of renewable energy can be argued as having an extreme impact on public interest, both in development of energy as well as reducing our carbon emissions.

When the Government of Alberta amended the Conservation and Reclamation Regulation in June 2018 to include renewable energy operations under the definition of specified land activities, they did not include securities for reclamation, nor did they include it in the Conservation and Reclamation Directive for Renewable Energy Operations released in September of 2018.

Other countries in Europe have experienced massive clean up at the cost of their taxpayers. To date, there is no fee in place to ensure the financial costs for reclamation would be the responsibility of the developer, especially if their head office were out of country or if they were to become insolvent. The directive only requires that reclamation must occur.

A bond or similar tool could be further enhanced by implementing a recycling fee program similar to that used for tires and other programs currently in operation. The Alberta Utilities Commission and Ministry of Agriculture, Forestry and Rural Economic Development could also discourage the use of productive farmland for renewable energy projects and look for lands with poor soil quality and agricultural suitability for these projects.

If green energy is to be truly green, it is imperative that we be proactive in protecting our lands for future generations and not repeat the same scenarios being experienced by the Orphan Well Association, where cleanup is born by the province at the taxpayer's expense.

RMA Background: RMA has no active resolutions directly related to this issue.

Provincial Ministries: Energy, Environment and Parks

Resolution 21-22F

Loss of Agricultural Land to Renewable Energy Projects

Date: November 9, 2022

Year: 2022

Expiry Date: December 1, 2025

Convention: Fall

Active Status: Active

Category: Agriculture

Sponsors: Mountain View County

Status: Intent Not Met

District: 2 - Central

Vote Results: Carried

Preamble:

WHEREAS the Government of Alberta and the Government of Canada have a mandate to transition to a low carbon economy; and

WHEREAS renewable energy has been determined to be one way to transition to a low carbon economy; and

WHEREAS renewable energy projects in Alberta have been and continue to be located on productive agricultural lands; and

WHEREAS Alberta's *Renewable Energy Act* has mandated that 30% of electricity generated must come from renewable energy sources by 2030; and

WHEREAS the Alberta Electric System Operator calculates, for 2021, 17% of electricity generation in Alberta comes from renewable energy sources; and

WHEREAS achieving this growth in renewable energy generation by 2030 could result, according to industry calculations, in a further 120,000 acres (187.5 sections) of agricultural land being lost; and

WHEREAS no quantitative studies have been completed in Alberta that calculate the overall effect to the economy from the loss of agricultural land and subsequent food production as the result of renewable energy projects;

Operative Clause:

THEREFORE, BE IT RESOLVED that the Rural Municipalities of Alberta request the Government of Alberta to work collaboratively on policy that will find a balance between the development of renewable energy and protection of valuable agriculture lands.

Member Background:

Albertans must ensure that the development of small and large scale renewable energy projects do not come at the price of losing productive agriculture lands. Without oversight

as to where these developments may occur, the price of farmland will significantly increase, putting it out of reach for agriculture producers and into the hands of speculators who believe they can profit from the land rental rates being offered by the renewable energy companies.

The Alberta Utilities Commission (AUC) approval process for renewable energy projects on private land currently has little to no regard for the rural municipalities' statutory plans or requirement for consultation with the Municipalities. Rural municipalities have historically been the stewards of long-term land use planning within municipal borders, through municipal development plans, land use bylaws and area structure plans. The creation and update of these plans include significant public consultation with residents, landowners, businesses, and our neighboring municipal partners. Most, if not all rural municipalities are proud to say agriculture producers are valued, and this is reflected in the focus on preservation of agriculture lands in all our statutory documents.

Mountain View County supports the provincial strategy of development of renewable energy and reductions in carbon emissions; however, it is imperative to learn from past mistakes, with the focus being on upfront development of resources with no consideration for the unintended or ignored long-term costs. Since the province retains full authority over land use planning with respect to renewable energy development, we also believe the Government of Alberta should be responsible for implementing policy to protect agriculture lands and find a balance to protect the two most important industries in Alberta: energy and agriculture.

The first step in this process is the collection and analysis of all pertinent data in order to provide a complete picture of the long-term costs and benefits. This cannot be another short-sighted approach to an issue without understanding and calculating the future consequences it brings.

RMA Background:

RMA has no active resolutions directly related to this issue.

Government Response:

Alberta Agriculture and Irrigation

In 2016, the Renewable Energy Act established the "30 in 30" target, which states at least 30 per cent of the electric energy produced in Alberta must be produced from renewable energy resources by 2030. In addition, the deregulated electricity market and rich solar and wind resources have resulted in a surge of investment in renewable energy projects in Alberta. Protecting individual property rights, conserving Alberta's finite agricultural land base and the growth of renewable energy resources are important – and at times conflicting – priorities.

Agriculture and Irrigation (AGI) is committed to working collaboratively with Rural Municipalities of Alberta and other stakeholders to identify issues with commercial solar developments on agricultural land and opportunities to resolve them.

Development:

Balancing the introduction of renewable energy and preserving agricultural land is critical to the future of rural Alberta. While no specific policy to preserve agricultural land is proposed, RMA is pleased to see a commitment to work collaboratively to develop a solution. However, until this work commences or more details are provided by the Government of Alberta as to how this balance will be achieved, this resolution is assigned a status of Intent Not Met. RMA will follow up with Alberta Agriculture and Irrigation to learn more about developing a path forward.

Provincial Ministries: Agriculture and Forestry

December 15, 2022

Reeve Daryl Lougheed
Clearwater County
4340 – 47 Avenue Box 550
Rocky Mountain House, Alberta
T4T 1A4



Re: Joint Advocacy for Improved Solar Farm Governance

Dear Reeve Lougheed,

On behalf of Rocky View County's Council, I am writing to share that the County is interested in a joint advocacy campaign to improve provincial governance of renewable energy projects and invite you to join the campaign. We have attached a motion that was passed unanimously by Rocky View County's Council on December 6, 2022, and some background information to this letter.

As you know, Alberta's municipalities have been given broad authority over land use decisions and consider ourselves stewards of the land. It is our responsibility to ensure orderly and beneficial development of lands, and to maintain the quality of the physical environment where our residents live, work, and play.

However, siting decisions for renewable energy projects can be appealed to the Alberta Utilities Commission (AUC), and the AUC is not required to consider municipal land use bylaws, municipal statutory plans, or even consult with municipalities when making these decisions. We believe that insufficient consideration is given to municipalities in this process and wish to advocate to the Province for a more inclusive decision-making process.

To that end, we wish to build a coalition of willing municipalities to hire a third-party consultant to advocate to the Government of Alberta to develop an overarching policy framework for land use decisions on renewable energy projects that is more inclusive of municipal policies and interests. We also want to request that municipalities be sheltered from potential financial liabilities associated with future reclamation of renewable energy sites. To this end, we have allocated up to \$10,000 towards the hiring of this consultant, and hope that you will consider a similar allocation if you are interested in joining our advocacy coalition.

To be clear, the intent of the request is not to oppose the development of renewable energy projects. The County believes that renewable energy will be an important element of reaching Alberta's emissions reductions targets. However, we believe that municipalities should have more influence over the process for determining where these projects are located. We are the level of government that is closest to residents and have the best understanding of local

concerns. This is acknowledged for most land use decisions and should be extended to decisions over renewable energy projects.

If you are interested in joining this important advocacy campaign, please have your Administration contact Ben Manshanden at bmanshanden@rockyview.ca or 403-520-3962 by February 3, 2023, to arrange details. I hope you will join this campaign and look forward to your response.

Sincerely,
Rocky View County



Crystal Kissel
Mayor

Cc: Rocky View County Council
Dorian Wandzura, Chief Administrative Officer
Honourable Peter Guthrie, MLA for Airdrie-Cochrane
Honourable Nathan Cooper, MLA for Olds-Didsbury-Three Hills
Angela Pitt, MLA for Airdrie-East
Miranda Rosin, MLA for Banff-Kananaskis
Leela Aheer, MLA for Chestermere-Strathmore

Attachment: Emergent Motion: Renewable Energy Approval Process for Provincial Advocacy

Renewable Energy Approval Process for Provincial Advocacy

- WHEREAS** renewable energy generation will be an integral part of addressing climate change and meeting Alberta's emissions reductions targets;
- AND WHEREAS** renewable energy will continue to be an integral part of the Province's electrical energy network;
- AND WHEREAS** the Government of Alberta's stated target for renewable energy production is 30%, and the generation mix was 12.3% renewable energy in 2021;
- AND WHEREAS** renewable energy generation can and does consume a significant amount of land area, including highly productive agricultural lands;
- AND WHEREAS** Part 17 of the *Municipal Government Act* gives municipalities broad responsibility for land use planning to ensure orderly, economical and beneficial development of lands, and to maintain and improve the quality of the physical environment within which patterns of human settlement are situated in Alberta;
- AND WHEREAS** under Section 619 of the *Municipal Government Act*, the Alberta Utilities Commission approval of renewable energy projects prevails over municipal authority;
- AND WHEREAS** the Alberta Utilities Commission is not required to consider municipal land use bylaws or statutory land use plans during the approval process for renewable energy projects on private lands, and is not required to consult with or give intervenor status to impacted municipalities;
- AND WHEREAS** there is no provincial land use planning framework providing guidance for renewable energy generation installations, and municipalities have limited ability to directly influence a siting decision at the Alberta Utilities Commission;
- AND WHEREAS** many Alberta municipalities were negatively financially impacted by the abandonment of oil and gas facilities within their jurisdictions, and currently municipalities have no ability to enforce remediation securities for renewable energy projects;

THEREFORE BE IT RESOLVED THAT Administration be directed to take the necessary steps to create an advocacy coalition with like-minded municipalities to jointly hire a consultant to request that the Government of Alberta:

- develop an overarching policy regarding alternative energy generation facilities so that municipalities are granted influence on locational decisions for renewable energy projects as part of the Alberta Utilities Commission process, and
- create a process to protect municipalities from the financial liability of future reclamation of these energy sites;

FURTHER THEREFORE BE IT RESOLVED THAT Administration be directed to allocate up to \$10,000 from the Tax Stabilization Reserve towards a collective effort with other like-minded municipalities to advocate for this policy, and report back on progress by the end of Q2 2023.

Roll No. 589000
Your File No. 27445-A001

Dear Sir/Madam:

RE: AUC Solar Application for Lands Legally Described as SE-28-52-27-W4M (“the Lands”)

Thank you for the opportunity to comment on the recent AUC application for Rocktree Solar Farm.

On January 25, 2022, Parkland County Council approved Bylaw 2021-22, which introduced new Specific Use regulations for the use class **Solar Utility** into Parkland County’s Land Use Bylaw 2017-18 (“Land Use Bylaw”). In Parkland County’s Land Use Bylaw, *Solar Utility means an installation or area of land in which a large Solar Energy System is installed in order to generate alternative energy.* The Land Use Bylaw outlines specific use regulations (**see Attachment A – Bylaw 2021-22**), including but not limited to, a required 300.0m separation distance from a Multi-Parcel Residential Subdivision, required setbacks from all property lines, and maximum height of Solar Energy Systems of 5.0m. **Additionally, the Land Use Bylaw prohibits any portion of a Solar Utility use from being located within Class 1 and Class 2 soils** (within a Prime Agricultural Area as defined by Parkland County’s Municipal Development Plan Bylaw 2017-14. **See Attachment B- Figure 9- Prime Agriculture Areas**).

At this time, Parkland County Planning and Development Services (“the Department”) has not received a development permit application for a “Solar Utility” Use on the Lands. The Department advises that, for a complete development permit application, the following would be required to be submitted:

1. Application Form
2. Application Fee
3. Land Title (obtained within 14 days of application)
4. Description of Business Operations
5. Co-location Statement (including how solar utility, if located on agricultural lands, will accommodate continued agricultural production on the Lands)
6. Public Consultation Summary
7. Site Plan
8. Floor Plan / Elevations of any structures proposed on site
9. Elevation of standard solar panel structure (including dimensions and number of apparatus)
10. Soil Classification Study (completed by a qualified professional) to confirm Solar Utility use is not located on Class 1 or Class 2 soils.
11. Site Grading and Drainage Plan (completed by a qualified engineer)
12. Solar Glare Study
13. Weed Control Plan
14. Erosion and Sedimentation Control Plan
15. Desktop Biophysical Assessment (completed by a qualified professional biologist)

16. Fire Safety Response Plan, in addition to the following to satisfy Fire Code:
 - a. Confirmation of single or multisystem approach
 - b. Schedules for forestry and land management
 - c. Fire protection engineering and Fire Risk Assessment
 - d. Data related to heat and electricity in relation to power transformation
 - e. Site Monitoring procedures and schedules
 - f. Confirmation of Site Access location

Parkland County Comments specific to File No. 27445-A001:

As Parkland County's Land Use Bylaw regulates land use within the boundary of the municipality, the applicant is to submit a complete development permit application for review/approval by the municipality. Should the AUC choose to approve the proposed development prior to municipal development permit approval, it is requested that the AUC approval ensures that the development meets all required Specific Use Provisions as outlined in Section 12.31 of the Land Use Bylaw in order to confirm that the use is compatible with adjacent land uses and any off-site impacts are mitigated.

- *DP application to be applied for*
- *Consultation with adjacent landowners, City of Spruce Grove and Alberta Transportation (Roadside Development Permit)*
- *Alignment with any statutory plans within Parkland County*
- *Proposed development to avoid sensitive or significant environmental features such as Environmentally Significant Areas (outlined in Parkland County's Environmental Conservation Master Plan), High Priority Landscape Areas (outlined in Parkland County's Municipal Development Plan), high value wetlands (outlined in the 2013 Wetland Inventory and Historical Loss Assessment), and riparian areas outlined as a high priority for conservation in the North Saskatchewan River Watershed Alliance's Riparian Assessments.*
- *Proposed development provides a suggested setback of either 30m or based on Parkland County's Riparian Setback Matrix Model within the Municipal Development Plan for previously disturbed areas.*
- *If wetland areas are proposed to be removed or filled, the County would require adequate hydrogeological assessment to ensure no offsite impacts will occur to neighboring landowners or land users.*
- *Soil Classification Study*

Thank you for your consideration in this matter. If you have any questions in respect to the information noted above, please contact the representative identified below.

Kindest Regards,

Natasha De Sandi

Natasha De Sandi, Senior Long-Range Planner, Planning and Development Services

Email: natasha.desandi@parklandcounty.com

Work Phone : 780.968.8888 ext. 8203

Attachment A – Bylaw 2021-22

**PARKLAND COUNTY
PROVINCE OF ALBERTA**

BYLAW 2021-22

BEING A BYLAW FOR THE PURPOSE OF AMENDING LAND USE BYLAW 2017-18 RELATED TO USE CLASSIFICATIONS AND TO EXPAND SECTION 12 – SPECIFIC USE REGULATIONS TO INCLUDE SOLAR UTILITIES

WHEREAS the Municipal Government Act, RSA 2000, c.M-26 authorizes council to pass bylaws for municipal purposes respecting regulating and controlling the use and development of land and buildings within Parkland County;

WHEREAS Council of Parkland County wishes to pass a bylaw for the purpose of amending Land Use Bylaw 2017-18 to include Solar Utilities;

WHEREAS Section 692 of the Municipal Government Act requires the Council of a municipality to hold a public hearing and advertise such a bylaw in accordance with Section 230 and Section 606 of the Municipal Government Act, respectively;

NOW THEREFORE the Council of Parkland County, duly assembled and under the authority of the Municipal Government Act, as amended, hereby enacts the following:

LAND USE BYLAW 2017-18 AMENDMENTS

1. That Bylaw 2017-18, being the Land Use Bylaw, is amended as follows:
 - a. Remove Solar Farm use class and replace with Solar Utility use class in Section 20.3 – Use Class Definitions. Associated definition to remain.
 - b. Addition of Use classifications to Section 4 - Agricultural:
 - i. Subsection 4.1.2 (c), Discretionary Uses: Solar Utility
 - ii. Subsection 4.4.2 (c), Discretionary Uses: Solar Utility
 - c. Addition of 12.31 Solar Utility to Section 2 – Specific Use Regulations and the following clauses:
 - i. The Alberta Utilities Commission (AUC) regulates large scale / commercial energy projects. Where AUC approval has been applied for or received, a copy of the application submitted to the AUC may be used to satisfy some or all the requirements for a Development Permit. The Development Authority may also request additional information be submitted as part of the Development Permit Application as outlined under Section 16.3.
 - ii. The Development Authority shall require, as a condition of Development Permit approval, that the applicant(s) acquire all necessary Provincial permits and approvals pertinent to the proposed development. Further, the applicant(s) shall be required to supply a copy of any such Provincial permit or approval to the County for its records.
 - iii. Setbacks for Solar Utility use, when located within the AGG – Agricultural General District and AGR – Agricultural Restricted District, shall be a minimum of 10.0 m from Property Line, when not adjacent to a Road right-of-way. When the Property Line is adjacent to a Road right-of-way, the setback for Solar Utility use shall comply with the Accessory Building setbacks of the District in which the Development is located.
 - iv. There shall be a minimum distance separation of 300.0 metres between any Solar Utility and the boundary of a Multi-Parcel Residential Subdivision.
 - v. The maximum height of Solar Energy Systems is 5.0 metres.
 - vi. In determining the appropriateness and suitability of a site for a proposed Solar Utility use, the Development Authority shall consider information required by the AUC as part of applications for power plants, as well as may consider due regard for the following:
 - a. the purpose of this Bylaw and the general purpose of the district in which the development is located and future use of the site;
 - b. the provisions of the Municipal Development Plan and any relevant statutory plan;
 - c. relevant guidelines and applications made for provincial approval;
 - d. conservation of topsoil for agricultural use on the site or another site;
 - e. conservation of designated historical resources;
 - f. conservation of trees and maintenance of habitat;

- g. conservation of environmentally significant and sensitive areas, including areas identified in the Environmental Conservation Plan;
 - h. conservation of watercourses; and
 - i. safety and potential nuisance effect(s) on adjacent properties.
- vii. When evaluating the appropriateness of a proposed Solar Utility use, the Development Authority shall consider:
- a. All surface drainage must be contained on site and any adjacent water bodies must be adequately protected from run-off. The proposed site grade shall, to the extent practical, retain the natural contour of the land, minimize the necessity to use retaining walls, and ensure positive drainage to appropriate receiving water courses.
 - b. For applications involving land excavation, the Development Authority may request additional information as outlined under Section 11.8.
 - c. Suitable fencing must be installed to provide security and discourage trespassing. Fencing must be a minimum height of 1.8 metres and be constructed using durable materials, including chain link.
 - d. Spacing of Solar Utility equipment must provide access for firefighting of both forage and electrical fires.
 - e. Information on potential impacts of solar glare on surrounding land uses and roadways within 800 metres of the boundary of the Solar Utility shall be provided to the Development Authority.
 - f. Landscaping and screening measures may be required at the discretion of the Development Authority to minimize any adverse visual impact to nearby residences and public roadways.
 - g. For developments on Parcels located within a Prime Agricultural Area as identified by Parkland County's Municipal Development Plan Bylaw 2017-14, no portion of Solar Utility use shall locate on class 1-2 soils.
 - h. When locating in Prime Agricultural Areas with a soil class of 1 or 2, the development should be designed in such a manner as to maintain the agricultural productivity of the subject lands where not used by Solar Energy Systems. This shall be demonstrated by way of site design and/or operational details to the satisfaction of the Development Authority.
 - i. A weed control plan shall be submitted to the satisfaction of Parkland County Agricultural services.
 - j. Applicants shall provide information on decommissioning and reclamation plans that outline how sites will be returned to their pre-development state as required by the AUC, demonstrating sufficient funds are available at the end of life to cover the cost of decommissioning and reclamation.
 - k. The Development Authority may require the applicant to conduct and document public engagement prior to submitting a Development Permit Application for Solar Utility use if, in the opinion of the Development Authority, the development may present significant adverse impact to nearby properties.

ENACTMENT/TRANSITION

2. Should any provision of this bylaw be deemed invalid then such invalid provision will be severed from this bylaw and such severance will not affect the validity of the remaining portions of this bylaw, except to the extent necessary to give effect to such severance.
3. This bylaw shall come into force and take effect on the day of third reading and signing thereof.

READ A FIRST TIME this 26th day of October, 2021.

READ A SECOND TIME this 25th day of January, 2022.

READ A THIRD TIME and finally passed this 25th day of January, 2022.

SIGNED AND PASSED this 25th day of January, 2022.

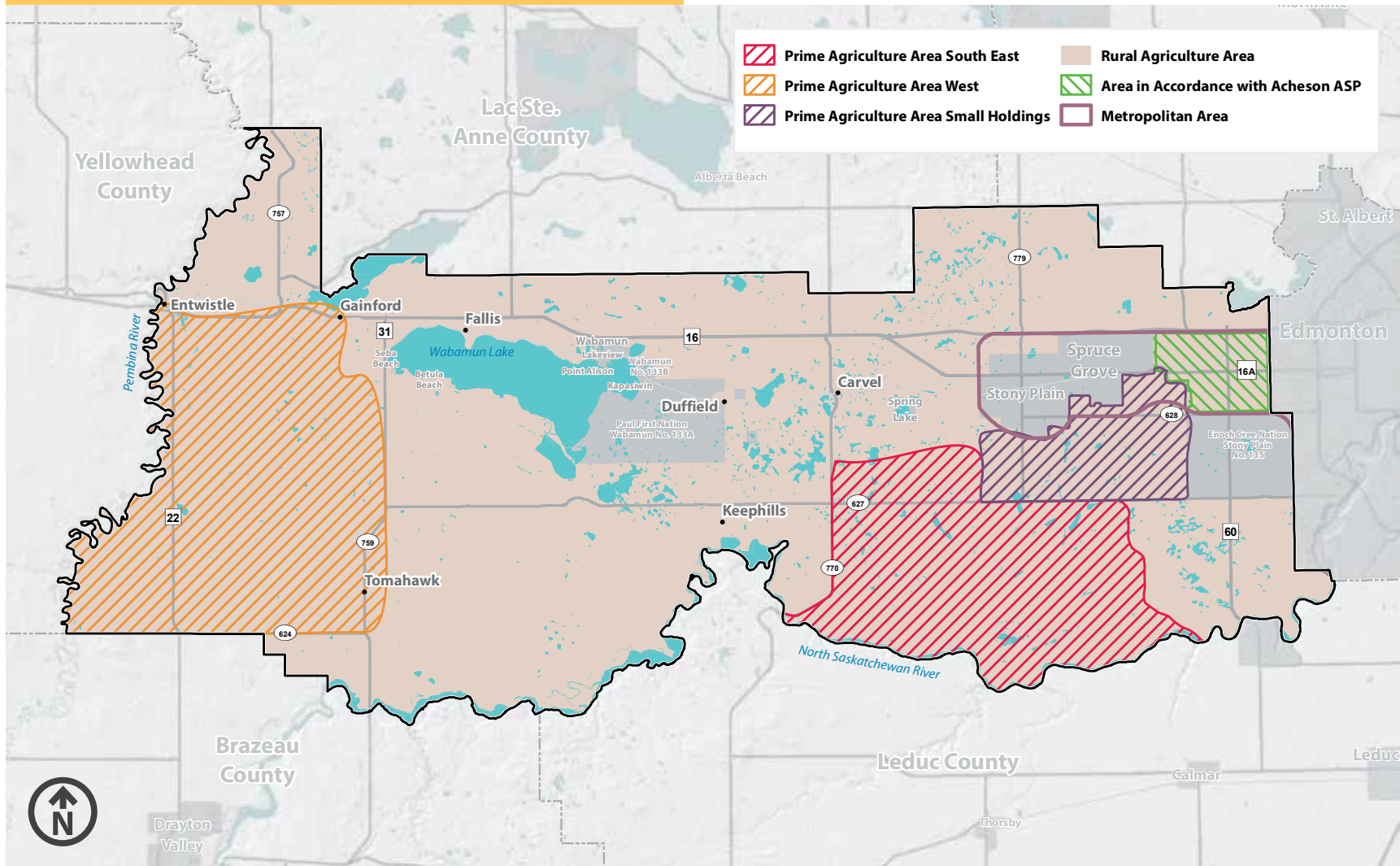
Mayor

Chief Administrative Officer

**Attachment B – Figure 7 – Prime Agriculture Area
Parkland County Municipal Development Plan**



FIGURE 9 | PRIME AGRICULTURE AREAS





Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.g

Topic: Intermunicipal Subdivision and Development Appeal Board (ISDAB).

Presented By: Planning & Development Department

Recommendation:

That Smoky Lake County give Notice of Intent to establish an Intermunicipal Subdivision and Development Appeal Board (ISDAB) under the Smoky Lake Regional Intermunicipal Collaboration Framework Bylaw 1365-20, and engage Brownlee LLP to create an ISDAB Agreement, to be brought back for Council's consideration.

Background:

The County must maintain a Subdivision and Development Appeal Board (SDAB) under Part 17 of the MGA, which also enables or provides for establishment of an Intermunicipal SDAB (ISDAB).

Council has given First Reading to a revised SDAB Bylaw 1422-22 in December 2022 which was intended to expand the membership of the Board which is presently limited to five (5). This may give an impression of better impartiality, and factually contribute to more experienced membership.

An ISDAB is identified as a 'future project' under Section 4.10.5 of the Smoky Lake Regional ICF Bylaw 1365-20.

An initial poll of neighboring administrators indicates there is appetite to proceed with this project at this time.

Costs of an appeal to the ISDAB would be born by the jurisdiction within which the appeal originates.

Benefits:

A fairer and more robust path of appeal.

Disadvantages:

Staff time.

Alternatives:

Council may defeat the proposed motions or defer a decision.

Financial Implications:

Legal costs are anticipated from retaining Brownlee LLP.



Request for Decision (RFD)

Legislation:

Part 17, Municipal Government Act, M-26 RSA 2000

Intergovernmental:

Nil.

Strategic Alignment:

Proactivity in Development

Enclosure(s):

Nil.

Signature of the CAO:

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Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.h

Topic: Proposed Memorandum of Understanding (MOU) with the Municipal Natural Assets Initiative (MNAI): Natural Assets Roadmap

Presented By: Planning & Development Department

Recommendation:

That Smoky Lake County execute the proposed MOU with the Municipal Natural Assets Initiative (MNAI) and undertake a Natural Assets Roadmap.

Background:

At the January 16, 2023, Meeting of Council, Scott Miller, Executive Director of the North Saskatchewan Watershed Alliance (NSWA) appeared as a delegation.

- At that time, he also made note of the NSWA's wetland education sponsorship opportunity.

On February 14, 2023, Mary Ellen Shain, Senior Watershed Planning and Project Coordinator, NSWA, flagged the MNAI [Natural Assets Roadmap](#) opportunity to Administration's attention:

- MNAI is inviting additional local governments to develop a high-level natural asset management roadmap that will get them started on integrating natural asset management considerations into their overall asset management practices.
- The estimated duration of this roadmap development exercise from beginning to end is about 8 – 10 weeks. The total level of effort for the local government project lead is estimated to be 1– 3 days, which includes coordination, collection of documentation and information, and completion of the roadmap template.
- For additional participants, time can be limited to workshop participation only.

Benefits:

Cohort learning among municipal peers and one-on-one capacity building, as well as alignment with the pending 2022/23 Alberta Community Partnership Grant Application to undertake a regional agricultural suitability and environmental sensitivity study, ultimately feeding into a new Land Use Bylaw and Municipal Development Plan Bylaw for Smoky Lake County.

Disadvantages:

Staff time.

Alternatives:



Request for Decision (RFD)

Council may defeat the proposed motion or defer a decision.

Financial Implications:

\$500.00 (covered by NSWA Wetlands Sponsorship)

Legislation:

Part 17, Municipal Government Act, M-26 RSA 2000

Intergovernmental:

Collaboration with the Town of Smoky Lake.

Strategic Alignment:

Proactivity in Development

Enclosure(s):

- Proposed Memorandum of Understanding with MNAI

Signature of the CAO:

A handwritten signature in blue ink, consisting of a large loop followed by several smaller loops and a horizontal line extending to the right.

**Memorandum of Understanding
Between the Municipal Natural Assets Initiative Society
and Smoky Lake County, Alberta
for the Development of a Natural Asset Management Roadmap**

A. Purpose

This Memorandum of Understanding (MoU) documents the agreement between the Municipal Natural Assets Initiative Society (MNAI) and Smoky Lake County (hereafter the “Local Government”) to develop a Natural Asset Roadmap to support their progress in natural asset management.

B. Project Scope: Natural Asset Roadmap

The goal of the project is to provide the Local Government with a Natural Asset Roadmap that will inform short and medium-term actions to make progress on natural asset management.

The Natural Asset Roadmap project will involve 4 activities:

Description of Activity	Local Government Responsibilities	Timeline
<p>1-hr Launch webinar: Introduction to natural assets and methodology used to create a Natural Asset Roadmap that integrates into existing asset management systems.</p> <p>Approximately 10 local governments will participate in in this session.</p>	<p>Project Lead coordinates with Local Government team members on scheduling and attendance of team members at Launch Webinar – recordings will be made available for team members unable to attend.</p>	<p>September 2022</p>
<p>2.5hr Workshop to create Natural Asset Roadmap, which includes the identification of short and medium -term actions to make progress on natural asset management.</p>	<p>Project Lead coordinates with MNAI to schedule convenient time when all project team members can meet to participate in the Natural Asset Management Roadmap workshop.</p> <p>In advance of the workshop, project lead reviews the following support materials:</p> <ul style="list-style-type: none"> • Natural asset management worksheet • Roadmap template • FCM asset management readiness scale 	<p>October to November 2022</p>
<p>1.5hrs of optional coaching support to complete Natural Asset Roadmap.</p>	<p>Complete the following deliverables and share with MNAI:</p> <ul style="list-style-type: none"> - Current FCM Asset Management Readiness Scale - Natural Asset Roadmap Template completed with short and medium-term actions. - Updated FCM Asset Management Readiness Scale that indicates completion of Natural Asset Roadmap (FCM reporting requirements) 	<p>October to December 2022</p>
<p>1hr Lessons Learned webinar to review general trends, barriers and findings following the completion of the Natural Asset Roadmap, with about 10 other participating municipalities in the cohort.</p>	<p>Project Lead coordinates with Local Government natural asset management team to attend webinar.</p>	<p>December 2022 or January 2022</p>

C. Communications and Privacy Protection

Both parties agree to work collaboratively on public communications and privacy related to work completed by recognizing the following:

- Public communications help increase awareness and interest in natural assets concepts and approaches
- Confidentiality, privacy and privileged information that is used to create project outputs must be protected by both parties, and;
- Both parties agree to work together to identify project outputs that are appropriate for public engagement in natural asset management

General public engagement terms:

- 1) MNAI and the Local Government agree that MNAI may announce the Local Governments participation in the project via news release and backgrounder to media, on its social media and website, and could also share generalized or non specific final project outputs in reports, presentations, articles, news releases, blogs, social media, and other publications.
- 2) Specific Natural Asset Roadmaps will be kept confidential, except for reporting purposes to the project funder, Federation of Canadian Municipalities (FCM) and/or if the Local Government provides MNAI with explicit permission to share specific information from the Natural Asset Roadmap created as a result of this project.

- Yes, approved.
- I have some concerns or amendments, can you please call me to discuss this further?

- 3) The following individuals will be responsible for maintaining these communication and privacy protection principles and will endeavor to notify one another if names or project responsibilities change throughout the duration of the project timelines.

MNAI Staff	Local Government Staff
<i>Project Lead:</i> Donna Chiarelli Asset Management Advisor donnac@mnai.ca	<i>Project Lead:</i> Kyle Schole Planning Technician, SLC kschole@smokylakecounty.ab.ca
<i>Project Support:</i> Kim Neale Project and Operations Assistant kimn@mnai.ca	<i>Project Support:</i> Carole Dowhaniuk GIS Technician, SLC cdowhaniuk@smokylakecounty.ab.ca
<i>Payment Support:</i> Karin Lengger Financial Officer karinl@mnai.ca	<i>Payment Support:</i> MaryEllen Shain, Sr. Watershed Planning & Project Coordinator, NSWA MaryEllen.Shain@nswa.ab.ca
<i>Communications Support:</i> Emily Sharma Communications and Outreach Advisor emilys@mnai.ca	<i>Communications Support:</i> Evonne Zukowsky Communications Technician, SLC ezukiwski@smokylakecounty.ab.ca



D. Intellectual Property

- MNAI owns all research, tools, and templates used for this project. For emphasis, this includes but is not limited to, its workshop materials. MNAI does not own the Natural Asset Roadmap that result from the project; specific information related to each Local Government Natural Asset Roadmap will be kept by MNAI for reporting purposes to FCM and generalized research on trends in the field of natural asset management.

Signed,

Roy Brooke
Executive Director, MNAI
Date: _____

Gene Sobolewski
Chief Administrative Officer,
Smoky Lake County,
Date: MONTH DATE, 2023



Annex 1

MNAI Banking Information

Full Name or Business Name Municipal Natural Assets Initiative Society																							
Street Address 1743 Davie Street																							
City / Town Victoria	Province BC	Postal Code V8R 4W5	Phone Number 250-896-3023																				
Section 2 – Banking Information																							
Name of Financial Institution Vancity Credit Union																							
Branch Name Mount Tolmie		Branch Phone Number 250-519-7000																					
Branch Address 100 - 1590 Cedar Hill Road, Victoria, BC V8P 2P5																							
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Annex 2

Checklist of submission documents

- MOU – relevant information has replaced all yellow highlighted text, and is signed
- Any paperwork that the accounting department needs completed in order to issue payments is included along with this signed MOU

Note: upon receipt of the aforementioned items, MNAI will issue an invoice for the project contribution fee.



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.i

Topic: Policy Statement 01-35: Flag Protocol & Half Masting

Presented By: Planning and Development

Recommendation:

That Smoky Lake County adopt Revised Policy Statement 01-35: Flags Protocol & Half Masting

Background:

Policy Statement 01-35 Flags Half Masting' was last adopted/revised in 2010.

- In the last few years, County Council has carried several flag protocol related resolutions which make it appropriate to revise and update this policy statement.
 - **September 27, 2018, Motion #944-18 Summary:** *Proclaimed "Ukrainian-Canadian Heritage Day" on September 7, 2018 and flying the flag of Ukraine; and incorporate this process into a Flag Protocol Policy for Smoky Lake County.*
 - **May 27, 2021, Motion #780-21 Summary:** *Adopt Policy Statement No. 01-53-01: Treaty 6 and Indigenous Acknowledgement; invite the Metis Nation of Alberta (MNA) and Treaty 6 Confederacy of First Nations to a flag raising/installation ceremony.*
 - **August 21, 2021, Motion #1074-21 Summary:** *That Smoky Lake County proclaim September 7, 2021, as Ukrainian-Canadian Heritage Day in Smoky Lake County and fly Ukrainian flag.*
 - **August 26, 2021, Motion #1113-21 Summary:** *Co-hosting the "Métis Nation of Alberta and Confederacy of Treaty 6 First Nations Flag Raising Ceremony" event with the Town of Smoky Lake which was held on Friday, August 13, 2021.*
 - **December 14, 2022, Motion #190-22 Summary:** *Install both the Treaty 6 and Métis Nation Flags at the Victoria District National Historic Site of Canada (NHSC) Plaque Site, with flag poles supplied by the Métis Nation of Alberta (MNA), and invite the leaderships of the Métis Nation of Alberta and Confederacy of Treaty Six First Nations to the flag raising.*

This matter was reviewed at the February 7th 2023 Policy Committee Meeting.

Benefits:

Intergovernmental relations.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:



Request for Decision (RFD)

There are no financial or budget implications to this recommendation.

Legislation:

Municipal Government Act (MGA)

Intergovernmental:

Advocacy to the Province of Alberta as well as intermunicipal advocacy.

Strategic Alignment:

Cultural Diversity

Enclosure(s):

Revised Policy Statement 01-35: Flag Protocol & Half Masting (Redline track changes)

Signature of the CAO:

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SMOKY LAKE COUNTY



Title: Flags: Protocol & Half Masting	Policy No.: 35-01 <u>02</u>
Section: <u>01</u>	Code: _____ Page No.: 1 of 1

Legislation Reference: Municipal Government Act RSA 2000, Ch. M-26.
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Purpose:	Smoky Lake County deems it appropriate to articulate its protocol for flags, and lower<u>ing</u> flags as a sign of respect and mourning for dignitaries, or other individuals significant to the County, the region, or the Province, or Country.
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Policy Statement and Guidelines:

- 1. STATEMENT:**
- 1.1 Any flags displayed on County property shall be positioned in accordance with the Department of Canadian Heritage guidance on Flag Protocol.
 - 1.1.1 The County may also take into consideration any requests or recommendations from the Province of Alberta.
 - 1.2 The following shall be placed in Council Chambers: Canadian, Ukrainian, Alberta, Smoky Lake County, Treaty 6, and Métis Nation flags.
 - 1.2.1 The Ukrainian flag placed in Council Chambers recognizes the Smoky Lake regional twinning relationship with Kosiv Oblast.
 - 1.2.2 The Ukrainian flag shall also be flown annually on September 7th at the County Office flagpoles, in recognition of Ukrainian-Canadian Heritage Day, which the County may also Proclaim annually.
 - ~~1.1.3~~ The Chief Administrative Officer or ~~his~~ their designate shall cause flags on County property to be lowered to half mast on the following occasions:
 - ~~1.1.4~~ 1.1.1 On the death of a current County employee or County Councillor.
 - 1.1.2 On the death of a current Mayor or Councillor of any municipality within the boundaries of Smoky Lake County.
 - 1.1.3 On the death of the Prime Minister, the Premier of Alberta, or the Member of Parliament or MLA representing Smoky Lake County.
 - 1.1.4 On the death of any ~~volunteer~~ Firefighter within Smoky Lake County when the death occurs in the line of duty.
 - 1.1.5 On the death of any ~~R.C.M.P.~~ Police member serving the detachment within the Smoky Lake County when the death occurs in the line of duty.
 - 1.1.6 On the death of a serving member of the Canadian Armed Forces that

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hails from Smoky Lake County (if/when known) when the death occurs in the line of duty.

~~4.21.4~~ _____ Flags shall be lowered to ~~half-mast~~half-mast in recognition of _____ Remembrance _____ Day.

~~4.31.5~~ _____ Flags shall be lowered on the Provincial Declaration “Day of Mourning” for remembering workers injured or killed on the job.

~~4.41.6~~ _____ The Reeve and/or Deputy Reeve and/or the Chief Administrative Officer may designate flags to be flown at ~~half-mast~~half-mast in other _____ circumstances as they deem appropriate.

~~4.51.7~~ _____ “Death” may be taken to include the day of death and subsequent days up to and including the day of the funeral.

	Date	Resolution Number
Approved	September 23, 2010	# 891-10 - Page # 9455
Amended	MONTH XX, 2023	
Amended		

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SMOKY LAKE COUNTY



Title: Flag Protocol & Half Masting	Policy No.: 35-02
Section: 01	Code: P-R
	Page No.: 1 of 2

Legislation Reference:	Municipal Government Act RSA 2000, Ch. M-26.
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Purpose:	Smoky Lake County deems it appropriate to articulate its protocol for flags, and lowering flags as a sign of respect and mourning for dignitaries, or other individuals significant to the region, Province, or Country.
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Policy Statement and Guidelines:

1. STATEMENT:

- 1.1 Any flags displayed on County property shall be positioned in accordance with the Department of Canadian Heritage guidance on Flag Protocol.
 - 1.1.1 The County may also take into consideration any requests or recommendations from the Province of Alberta.
- 1.2 The following shall be placed in Council Chambers: Canadian, Ukrainian, Alberta, Smoky Lake County, Treaty 6, and Métis Nation flags.
 - 1.2.1 The Ukrainian flag placed in Council Chambers recognizes the Smoky Lake regional twinning relationship with Kosiv Oblast.
 - 1.2.2 The Ukrainian flag shall also be flown annually on September 7th at the County Office flagpoles, in recognition of Ukrainian-Canadian Heritage Day, which the County may also Proclaim annually.
- 1.3 The Chief Administrative Officer or their designate shall cause flags on County property to be lowered to half mast on the following occasions:
 - 1.3.1 On the death of a current County employee or County Councillor.
 - 1.3.2 On the death of a current Mayor or Councillor of any municipality within the boundaries of Smoky Lake County.
 - 1.3.3 On the death of the Prime Minister, the Premier of Alberta, or the Member of Parliament or MLA representing Smoky Lake County.
 - 1.3.4 On the death of any Firefighter within Smoky Lake County when the death occurs in the line of duty.
 - 1.3.5 On the death of any Police member serving the detachment within the Smoky Lake County when the death occurs in the line of duty.
 - 1.3.6 On the death of a serving member of the Canadian Armed Forces that hails from Smoky Lake County (if/when known) when the death occurs in the line of duty.
- 1.4 Flags shall be lowered to half-mast in recognition of Remembrance Day.
- 1.5 Flags shall be lowered on the Provincial Declaration "Day of Mourning" for remembering workers injured or killed on the job.

Title: Flag Protocol & Half Masting		Policy No.: 35-02
Section: 01	Code: P-R	Page No.: 2 of 2

Policy Statement and Guidelines:	
1.6	The Reeve and/or Deputy Reeve and/or the Chief Administrative Officer may designate flags to be flown at half-mast in other circumstances as they deem appropriate.
1.7	“Death” may be taken to include the day of death and subsequent days up to and including the day of the funeral.

	Date	Resolution Number
Approved	September 23, 2010	# 891-10 - Page # 9455
Amended	March 16, 2023	
Amended		



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: #7.j

Topic: SWANA Northern Lights Chapter Annual Conference

Presented By: Dave Franchuk, Environment and Parks Department

Recommendation:

That Smoky Lake County Council authorize _____ to attend the SWANA Northern Lights Chapter Annual Conference, Scheduled for June 13-16, 2023 to be held at the Explorer Hotel Yellowknife, NWT with an estimated budget expenditure of \$_____.

Background:

SWANA NLC strives to serve our membership and has set goals to ensure we continue to meet the needs of this rapidly changing industry. Our goals are to: Improve the skills and professionalism of individuals working in the field through initiating formal training programs and fostering certification at all levels. Provide factual, reliable and timely information through publishing literature, encouraging basic and applied research, and establishing standards of practice in the field. Advance the implementation of MSW management systems through fostering sound legislation and regulation of MSW management practices, technologies and systems, establishing incentives and removing barriers to the implementation of MSW management systems, and implementing a technical assistance network. Establish consistent and continuous member leadership and staff support for the division.

Benefits:

Provides an opportunity to network with other municipalities and to lobby government officials and government representatives with other municipalities.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

*Early bird registration per person is \$775 prior to May 20, 2023 or \$875 after that.
Flights are estimated to be between \$560 - \$650 (depending at booking)
Accommodations are approximately \$185 to \$ 220/night x 3 nights = \$555 to \$660.*



Request for Decision (RFD)

Transportation, meals and mileage probably \$100 to \$150/day (averaged) = \$300 to \$450. Total would likely be in the range of \$2,190 to \$2635 per person (estimated). The costs for Partners/spouses whom wish to attend are not covered by the County. is

Legislation:

The legislation, bylaws and/or policies relating to or affecting the recommendation are not listed on this RFD.

Intergovernmental:

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Strategic Alignment:

Education

Enclosure(s):

Land of Opportunity SWANA Northern Lights Chapter Annual Conference.

Signature of the CAO: _____

A handwritten signature in blue ink, consisting of a large loop followed by several wavy lines, positioned above a horizontal line.

Dave Franchuk

From: SWANA Northern Lights Chapter <info@swananorthernlights.org>
Sent: February 9, 2023 12:12 PM
To: Dave Franchuk
Subject: 2023 SWANA NLC Annual Conference - Registration is Open!

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Registration is now open!

We are excited to be heading to Yellowknife for the SWANA Northern Lights Chapter Annual Conference! We decided to host the conference in June this year to get us close to the summer solstice and the never setting sun.

We are planning to change up our schedule this year and kick off the conference with a midnight golf tournament and our agenda will take advantage of the local sites and activities. Expect great presentations, an interactive tradeshow, abundant networking activities and the ability to "Network until the sun sets".

When: June 13-16, 2023

Where: Explorer Hotel Yellowknife

Registration for delegates as well as exhibitors is now open, and you can make your hotel reservations as well. Visit <https://swananorthernlights.org/conference/2023-conference/> for more details and to register.

We are looking forward to seeing you all in Yellowknife!



SWANA
Northern Lights Chapter
swananorthernlights.org

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Our mailing address is:

SWANA - Northern Lights Chapter
PO Box 3317
Sherwood Park, AB T8E 1A1
Canada

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Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.k

Topic: Policy Statement No. 01-28-03: Council Request for Information

Presented By: GIS and Administration Departments

Recommendation:

That Smoky Lake County amend Policy Statement No. 01-28-03: Council Request for Information as noted in red in the attached policy.

Background:

This policy is being brought forward with proposed amendments for review as per Council's request following the successful trial of the "Service Tracker - (Council – Request for Information)" through the All-Net Municipal Solutions' software application, to formally incorporate the process.

The "Information Release" portion has been removed from the policy as this is more of an administrative function and does not require it to be in policy format.

Benefits:

Administrative efficiencies.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

There are no financial or budget implications as software is included in the MuniSight 5year Asset Management Contract #200554 "2021-2025" at no additional cost to County.

Legislation:

Municipal Government Act (MGA)

Intergovernmental:

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Strategic Alignment:

N/A

Enclosure(s):

Revised Policy No. 01-28-03: Council Request for Information.



Request for Decision (RFD)

Signature of the CAO: _____

A handwritten signature in blue ink, consisting of a large initial 'J' followed by several loops and a final 'M' shape, written over a horizontal line.

SMOKY LAKE COUNTY



Title: Council - Request for Information		Policy No.: 28-03
Section: 01	Code: P-R	Page No.: 1 of 3

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To provide a protocol for Council requesting information from Administration as well as for Administration releasing information to Council.
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Policy Statement and Guidelines:	
1. STATEMENT:	
1.1	In compliance with legislative requirements, in accordance with the <i>Municipal Government Act</i> , any information provided to a member of Council must be provided to all members of Council in a timely manner from each department regarding the operation or administration of the County.
2. DEFINITIONS:	
2.1	Formal Information Request: means a request for information relating to County business that is posed to Administration by Council or a Councillor during a meeting of Council, also known as when a "Point of Information" is raised, as per <i>County's Procedural Bylaw</i> .
2.2	Informal Information Request: means a request for information relating to County business inquiries on routine County operations or tasks, that is posed to Administration through any process other than a Formal Information Request.
3. OBJECTIVES:	
3.1	To provide acceptable information "Request" guidelines for Council and Administration as part of promoting good governance of ongoing communication.
3.2	To support Council in balancing the right to request/receive information while upholding the duty to inform all members of Council of Requests for Information.
4. GUIDELINES:	
4.1	Formal Information Requests will be handled through the procedures outlined in the Council's Procedural Bylaw.

Title: Council - Request for Information		Policy No.: 28-03
Section: 01	Code: P-R	Page No.: 2 of 3

Policy Statement and Guidelines:

- 4.2 While not all interactions between the Council and the Chief Administrative Officer (CAO) need to be formalized, it may be helpful to agree on some basic protocols in terms of keeping Council members informed of issues or replying to an inquiry by a method of Informal Information Requests as a member of Council may, from time to time, require advice or assistance regarding status on County operations from the CAO or Department Manager to enable them to effectively carry out their responsibilities.
- 4.3 These guidelines provide for an opportunity for members of Council to request information and bring attention to issues.

Request for Information: Requests

- 4.4 A member of Council who initiates a Request for Information on an issue they are concerned about will complete the process by submitting an internal request through ALL-Net software "Service Tracker" as described in the (MuniSight 5year Asset Management Contract #200554 "2021-2025" (MuniSight has since rebranded to Catalis, and the software is now "Request Management")). The request will be submitted through their individual user accounts by creating a New Service Request. This process addresses the way all Council are advised for the Request for Information.
- 4.5 All Request for information must be initiated through Catalis software "Request Management". Deviation from this policy such as requesting information separately by individual email or verbally, will not be acknowledged and administration is not obligated to comply with the request.

5. PROCEDURES:

Request for Information: Requests

- 5.1 The Chief Administrative Officer, Department Manager, or designated staff will respond to the Request as soon as practicable, adding all council to the request through the track list and indicate what action was or will be taken.
- 5.1.1 Responses to Council Request for Information posed outside of normal business hours shall be expected no earlier than the next business day unless circumstances warrant otherwise by the CAO or Department Manager.

Title: Council - Request for Information		Policy No.: 28-03
Section: 01	Code: P-R	Page No.: 3 of 3

Policy Statement and Guidelines:

5.1.2 Any Council Request for Information that requires management to compile information that is not readily available or easily retrievable: e.g., historical reporting/records or information not yet produced) shall be expected in realistic amount of time as defined by the CAO.

5.2 A member of Council, can view, add correspondence, and/or post a status report to all Requests that are submitted by Council or Requests that council members have been added to.

5.3 A member of Council may generate their own reports. Reports can be generated by a specified range of dates, individual and/or all divisions, all and/or specified request type groups, or a single request type.

	Date	Resolution Number
Approved	January 21, 1999	# 201 - Page # 6575
Amended	May 27, 2021	# 786 - Page # 14677
Amended	March 16, 2023	



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.1

Topic: Policy Statement No. 15-01-02: Discipline Policy

Presented By: CAO

Recommendation:

That Smoky Lake County amend Policy Statement No. 15-01-02: Discipline Policy.

Background:

This policy is being brought forward as the old Discipline Policy was outdated and needed updating on the current legislation. Consultation with a lawyer suggested changes under the "Discipline and Dismissal" section, as well as an updated letter of warning using the Alberta Employment Standards template. Revisions were made throughout the policy to properly reflect the process of how the County would have to take any disciplinary action.

Benefits:

Ensures for proper documentation for conduct discipline, ensures fairness and consistency among all employees and a paper trail to enforce action.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

Municipal Government Act (MGA) & Alberta Employment Standards Code.

Intergovernmental:

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Strategic Alignment:

N/A

Enclosure(s):

1. *Revised Policy Statement No. 15-01-02: Discipline Policy.*

Signature of the CAO: 

This form legislated under Policy Statement No. 01-27: County Council Meetings Request for Decision



Title: Discipline Policy		Policy No.: 01-02	
Section: 15	Code: P-S	Page No.: 1 of 5	E

Legislation Reference:	Municipal Government Act, Section 201(1), as amended from time to time.
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Purpose:	To promote and ensure appropriate conduct among employees that is fair and consistent of all employees.
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Policy Statement and Guidelines:

1. OBJECTIVES

- 1.1 Provide for the fair and consistent treatment of employees throughout the municipality.
- 1.2 Ensure that all employees of the municipality are aware as to the proper conduct and behavior of municipal employees.
- 1.3 Ensure that all employees of the municipality are aware of their duties and responsibilities and the consequences of disregarding those obligations, policies and workplace standards.
- 1.4 Ensure that employee misconduct is dealt with in a fair and appropriate manner within a responsible timeframe.
- 1.5 Disciplinary actions must be congruent to the Alberta Employment Standards, current Collective Agreements between Labour Unions and Smoky Lake County, County Bylaws and County Policies.

2. RESPONSIBILITIES

Chief Administrative Officer, in Their Sole and Unfettered Discretion:

- 2.1 Recommend changes to the Discipline Policy where considered appropriate.
- 2.2 Take appropriate corrective action when deemed necessary.
- 2.3 Advise managers in the application and monitoring of the Discipline Policy.
- 2.4 Ensure that complaints against employees are investigated in a fair manner.
- 2.5 Review case with the Union, where applicable.
- 2.6 Ensure that a copy of all correspondence is maintained in the employee file.

Managers:

- 2.7 Ensure that all employees are aware of the municipality's Discipline Policy.
- 2.8 Be responsible to the Chief Administrative Officer for necessary corrective action in their respective departments.

Title: Discipline Policy		Policy No.: 01-02	
Section: 15	Code: P-S	Page No.: 2 of 5	E

Policy Statement and Guidelines:

- 2.9 Be aware of the Rights for all employees, referencing Alberta Employment Standards and current Collective Agreements between Labour Unions and Smoky Lake County, County Bylaws and County Policies.

3. PROCEDURE

- 3.1 The Manager and Chief Administrative Officer will make a determination as to the severity, intent and frequency of the offence. Other factors including, but not limited to, length of employment, employee's record and position will be taken into account.

Action by Chief Administrative Officer and Manager, in Their Sole and Unfettered Discretion:

- 3.2 Review the facts of the matter and may participate in an investigation, which may include an interview with the employee.
- 3.3 Document and discuss disciplinary action with the manager and employee within a reasonable timeframe.
- 3.4 In the event that the manager undertakes disciplinary action, the manager will communicate the decision or recommendation to the Chief Administrative Officer as soon as possible.
- 3.5 In the event that a letter of warning is created, the manager will inform the employee that a copy of the letter may be entered into the employee's personnel file, along with any notes or other investigation documents.

4. DISCIPLINE AND DISMISSAL

- 4.1 Unsatisfactory conduct and/or performance by an employee may be grounds for discipline including immediate dismissal for just cause.

4.2 **Written Warning:**

Should an incident arise that is considered serious enough to warrant immediate delivery of a written letter or should previous behaviors and/or offences reoccur, after verbal discussions with the manager, the manager shall meet with the employee and present a letter of written warning in the form based on the Alberta Employment Standards template, or latest revision thereof, shown in **Schedule "A"**.

The employee shall be advised that should the offence reoccur, the employee could be subject to further disciplinary action up to and including dismissal. A copy of the letter shall be forwarded to the Chief Administrative Officer for inclusion on the employee's personnel file.

Title: Discipline Policy		Policy No.: 01-02	
Section: 15	Code: P-S	Page No.: 3 of 5	E

Policy Statement and Guidelines:

- 4.3 Ensure that discipline covers the following five elements in:
 - 4.3.1 Description of the unsatisfactory performance or conduct.
 - 4.3.2 Statement of what the employee must (or must not) do to correct the performance or misconduct.
 - 4.3.3 Description of the action that may be taken if the problem is not corrected.
 - 4.3.4 Information about appeal rights
 - 4.3.5 A list of attached documents that were considered in the decision to issue that Letter of Warning (*i.e., performance evaluations, rules or policies, memos*).

- 4.4 **Termination With Just Cause:**
 - 4.4.1 If the legal threshold for “just cause” has been satisfied for the immediate termination of an employee, the County can terminate that employee without providing them with any advance written working notice of their termination or payment in lieu thereof.
 - 4.4.2 Generally speaking and without limiting the foregoing, a termination for just cause may be warranted in response to a single sufficiently serious incident of misconduct (for example, theft or impairment while operating County vehicles or machinery), or alternatively, for less serious incidents of misconduct or poor performance, where an employee has received a series of progressive written disciplinary warnings with respect to inappropriate conduct.

- 4.5 **Termination Without Just Cause, Non-Unionized Employees:**
 - 4.5.1 The County has the longstanding legal right to terminate any of its non-unionized employees “without just cause” at any time and for any reason whatsoever, subject to specific legislative or contractual provisions to the contrary. However, in connection with terminating a non-unionized employee’s employment without just cause, the County is required to give the employee either adequate advance written working notice of their termination, or payment in lieu of such notice.

- 4.6 **Conversion of Life Insurance Policy or Other Benefits:**
 - 4.6.1 In the event of a decision to terminate, the Employee shall be specifically advised as to whether there are periods of time during which they must convert their life insurance policy or other benefits to their own private insurance carrier within the time limits specified by the County’s carrier.

Title: Discipline Policy		Policy No.: 01-02
Section: 15	Code: P-S	Page No.: 4 of 5 E

Policy Statement and Guidelines:

5. DOCUMENTATION / LETTER OF WARNING

In reference to documentation and/or letters of warning, the following points shall be emphasized detailing corrective action:

- 5.1 The incident shall be as complete and as detailed as possible.
- 5.2 The letter of warning must be dated and signed by the Chief Administrative Officer or Manager.
- 5.3 The letter of warning shall state the action taken by the Chief Administrative Officer and/or Manager to correct the incident.
- 5.4 Those factors which were considered relevant to the degree of action taken must be specified.
- 5.5 Any verbal discussion given previously must be indicated, as well as specific dates and other relevant material.

7. COLLECTIVE AGREEMENT

In the event of discipline or termination of an employee, employed as part of under a union, the collective agreement should be followed.

8. ALBERTA EMPLOYMENT STANDARDS

For all non-union employees, the Alberta Employment Standards shall generally be followed unless otherwise specified in other County Policy or Bylaw documents.

	Date	Resolution Number
Approved	August 16, 2007	# 532-07 - Page 8412
Amended	March 16, 2023	
Amended		



SCHEDULE "A"
SMOKY LAKE COUNTY

LETTER OF WARNING

Date:

Employee address:

Dear employee:

Paragraph 1:

Describe incident/situation/etc. which has led to the warning. Be clear and specific, using dates and times where possible. Avoid making assumptions about the employee's conduct where possible. Stick to facts. If the employee has received prior verbal or written warnings, make note of this in this letter.

Paragraph 2:

Describe specifically the change(s) you want to see and your expectations of the employee.

Paragraph 3:

Advise the employee of a 'review date', to meet and discuss progress. You may wish to include a positive statement regarding your belief in the employee's ability to make the changes necessary. If this is the final warning letter, advise the employee that any further incidences of the behaviour, etc., will result in termination.

Sincerely,

Supervisor's/manager's name Title



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.m

Topic: Stollery Children's Hospital Event "World's Longest Hockey Game for Kids"

Presented By: CAO

Recommendation:

That Smoky Lake County Council approve action taken in providing funds in the amount of \$250.00, from the Grants to Non-Profit Organizations and Individuals budget, towards Kyle Trenchuk's sponsor page for playing in the "World's Longest Hockey Game for Kids" scheduled for March 3-5, 2023, supporting the Stollery Children's Hospital Foundation, Ben Stelter Fund.

Background:

A request for sponsorship was received on February 27, 2023, from Rosanna Trenchuk, whose son Kyle, suffered serious injuries in the 2019 school bus accident and spent time in the Stollery, undergoing major surgery and a long recovery, and who is now able to participate in the Stollery's event: "The World's Longest Hockey Game for Kids" in support of the Ben Stelter Fund from March 3-5 2023.

Benefits:

This supports the world-class care provided by the Stollery Children's Hospital who help make life-changing differences for the children and families our community.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

\$250.00 funded from Grants to Non-Profit Organizations and Individuals budget.

Legislation:

Policy Statement No. 01-14-05: Contribution to Non-Profit Organizations and Individuals

Intergovernmental:

N/A

Strategic Alignment:

N/A

Enclosure(s):

N/A

Signature of the CAO:

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



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.n

Topic: Tour of the New School in Smoky Lake

Presented By: CAO

Recommendation:

That Smoky Lake County Council attend a tour of the new School in Smoky Lake, scheduled for April 5, 2023, and agree to meet with Aspen View School Board Trustees after the tour at Smoky Lake County Council Chambers, to hear their views on advocacy, working together, and possible future opportunities for partnering, as requested by Neil O'Shea, Superintendent, Aspen View Public Schools, on March 1, 2023.

Background:

Through emails with the Executive Services Clerk, Neil O'Shea, Superintendent, Aspen View Public Schools, has requested Council attend this tour and has agreed to provide lunch.

Benefits:

This aligns with Council's strategic plan and is a possible opportunity for collaboration.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

Cost of Councillors Mileage.

Legislation:

The legislation, bylaws and/or policies relating to or affecting the recommendation are not listed on this RFD.

Intergovernmental:

The tour of the new school may include Town of Smoky Lake Council as well.

Strategic Alignment:

Education

Enclosure(s):

N/A

Signature of the CAO: _____

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



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.0

Topic: You Make a Difference Campaign in the Smoky Lake Region

Presented By: CAO

Recommendation:

That Smoky Lake County Council support the “You Make a Difference Campaign” comprised of two key pillars of action: “100 Cups of Coffee (Engaging 50 Community leaders)” and “Community Capacity Building Training Program” as organized by the Town of Smoky Lake’s Family and Community Support Services (FCSS) Coordinator and Community Futures St. Paul / Smoky Lake, through a partnership agreement with Anton & Clark (AC) for the purpose of securing Ian Hill’s services in facilitating the said Campaign across the Smoky Lake Region; and acknowledge that said Campaign is being carried out at no cost to the County.

Background:

This is the next step to the “You Make the Difference” rural community action tour event with Ian Hill, held on February 22, 2023, that was sponsored by Smoky Lake FCSS & Community Futures St. Paul / Smoky Lake, which was approved to be attended by Council by the Feb. 15, 2023, Council Motion #396-23.

Benefits:

The Campaign aims at a creative approach to engage, inspire, and equip the people who make a difference in our communities.

Disadvantages:

N/A

Alternatives:

N/A

Financial Implications:

N/A

Legislation:

N/A

Intergovernmental:

This Campaign is being carried out throughout the Smoky Lake Region affecting the County, Town & Villages.

Strategic Alignment:

N/A

Enclosure(s):

1. You Make a Difference Campaign Framework.

Signature of the CAO: _____

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

You Make a Difference Campaign Framework

100 Cups of Coffee (30 day timeframe)

1. 50 community leaders List finalized by EOD March 3rd 2023
2. Invitations Sent out to Leaders Invitations to be sent out by EOD March 6th 2023
3. **March 28th & March 29th** Kick-off sessions
 - 12 sessions across 2 days w/ 5 people max attending each session
 - Sessions will be 1 hour and staggered across the day (ie. First session from 7am-8am, next from 9am-10am, etc. and with the last session at 4-5pm)
 - Those invited will be asked to identify 1st and 2nd choice so that we can ensure that the meeting attendance is balanced and at capacity
4. **April 25th** Final face to face wrap-up meeting with all participants

Are you a Difference Maker? Community Capacity Training Program (21 Day Program - The Change Continuum)

5. **April 25th & April 26th** 2x Face to Face (F2F) evening workshops to “**Ignite the Process**”
 - 2x sessions scheduled; both identical content. Goal is to enable people to choose one of the two scheduled evening sessions to attend.
6. Follow-up of 3 training sessions via live streaming (potential of F2F if schedule permitting)
 - Weekly reinforcement exercises and motivational emails
 - A learning portal containing on-demand video archives of all sessions and materials

Topics by Session:

 - 1st Virtual Session: **Agent of Change**
 - 2nd Virtual Session: **Pro-active, Big Picture, Holistic System Thinking**
 - 3rd Virtual Session: **Catalyst for Responsibility**
7. F2F “Graduation” event to celebrate the success of participants.

Topics by Session Details for the Community Capacity Building Training Program

In Person Meeting - "Ignite the Process"

The "why we do" is the key to the "how we do" and the "results we get". In this session, Ian will lay the groundwork for the program by putting participant's hearts and minds in the right place for growth. Attendees will review the program and its various tools, define roles and responsibilities, and establish their personal desired outcomes. Participants will also review the programs' unique accountability mechanism which will support them in reaching their full potential. Attendees will leave with everything needed to get the maximum impact from the program and the inspiration to "ignite" the process of reaching their "leadership" best.

- Participants will be able to identify the impact of previous leaders in their life and the role they have played in shaping the leadership style that they employ today and take the information to build the leadership style they envision for themselves.
- Participants will be able to understand the steps to successfully implementing personal change.
- Participants will clearly understand their current leadership style and how it positively or negatively affects their leadership performance.

SESSION 1 (virtual) - Agent of Change

Today's effective leader understands, demonstrates, and exerts influence by building trusting relationships to act as a catalyst for positive change. In this three-week learning block participants will learn to implement change in themselves, in the performance of others, and the community.

Participants will:

- Better understand the skills needed to exert influence by building trusting relationships.
- Learn a proven trust-based relational marketing strategy to tap into the capital of a community.

SESSION 2 (virtual) - Pro-active, Big Picture, Holistic, System Thinking

Today's effective leader is a proactive, big picture, holistic, systems thinker. In this session, Ian will explore the importance of a proactive, system thinking/ holistic approach and how to establish it as a pillar of your leadership style. There is not enough time, energy, or resource for these leaders to get done all they need to get done...it can be overwhelming! The only way they can succeed is through the effective use of systems to lead themselves and others!

Participants will:

- Be introduced to a system to effectively maximize the use of their time.
- Learn the 4 methods of effective motivation today
- Gain greater understanding of a proven trust-based fund development model
- Better understand the 5 steps of effective communication with individuals

SESSION 3 (virtual) - Catalyst for Responsibility

Today's effective leader understands how to engage employees, gain buy-in and help them take greater ownership and responsibility in the operation and the community.

In this session Ian will teach the key elements to instilling pride in people, how to gain buy-in as well as the key elements to communicating with the various generations in the Community.

Participants will:

- Identify the impact of pride or lack of pride in a community.
- Learn the keys to cultivating pride in an organization and community.
- Discuss how to engage the various generations in the community.
- Be able to implement a "buy-in" strategy with the team and in the community



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: #7.p

Topic: Queen Elizabeth II's Platinum Jubilee Medals

Presented By: CAO

Recommendation:

That Smoky Lake County acknowledge and honour community members: Noreen Easterbrook and Michelle Wright, for being awarded the prestigious Queen Elizabeth II's Platinum Jubilee Medals for their dedication to the service of family, community and country; and approve for the Reeve and/or Deputy Reeve to provide the said medals to them at Métis Crossing on an agreeable date with lunch included.

Background:

Aug. 25, 2022 Council Motion #1005-22, approved the County to nominate Michelle Wright – Smoky Lake Region Community Development Officer, and Noreen Easterbrook – Smoky Lake Region Heritage Board Chairperson, for the Queen Elizabeth II's Platinum Jubilee Medal. We received notice in February that the nominations were successful.

Benefits:

Having a private lunch is a personal, respectful way to recognize them being awarded this honour.

Disadvantages:

N/A

Alternatives:

N/A

Financial Implications:

The cost of Mileage and Meals.

Legislation:

Policy Statement No.

Intergovernmental:

N/A

Strategic Alignment:

N/A

Enclosure(s):

1. Letter from The Honourable Salma Lakhani, AOE, LLD, Lieutenant Governor of Alberta.

Signature of the CAO: _____

A handwritten signature in blue ink, consisting of a large loop followed by several wavy lines, positioned above a horizontal line.



I am pleased to award you the Queen Elizabeth II's Platinum Jubilee Medal (Alberta), created by the Province of Alberta, to mark the 70th anniversary of Her Late Majesty Queen Elizabeth II's accession to the Throne as Queen of Canada.

For 70 years, Her Late Majesty exemplified the true meaning of public service. The Platinum Jubilee Medal honours those who have reflected that same dedication to the service of family, community and country. Therefore, as a Province we are taking this opportunity to recognize the outstanding service of Albertans who have done much to build and enhance our Province. You are among this distinguished group.

In granting you this honour, I thank you for your dedicated service to your peers, to your community, to Alberta and to Canada. The contributions you have made to our Province are highly commendable and deserve our praise and admiration. May you wear this Medal with justified pride in your own accomplishments, in commemoration of this significant milestone in the history of the Crown in Canada, and in remembrance of our late Sovereign.

I wish to convey to you the heartfelt congratulations of your fellow Albertans, to which I add my own.

The Honourable Salma Lakhani, AOE, LLD
Lieutenant Governor of Alberta



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.q

Topic: Lending Bylaw 1435-23

Presented By: Brenda / Finance

Recommendation:

That Smoky Lake County gives 1st reading to Bylaw 1435-23 Lending to the MCC for Smoky Lake Development Corp and proceed with advertising.

Background:

In 2022 bylaw 1413-22 was passed to loan \$590,000 to the MCC for Smoky Lake Development Corp., however the funds were not requested until February, 2023. Once the request was made, administration spoke with Legal Counsel to ensure all appropriate documents were in place to protect Smoky Lake County. Counsel recommended that a General Security Agreement be signed along with the Promissory Note. The GSA provides the County with a means of recovery should the MCC default on payment.

The promissory note formed a portion of bylaw 1413-22. To include the GSA, a new bylaw will need to be passed with the revised Schedule B. Schedule B will consist of the revised Promissory Note and the new GSA

Benefits:

The updated bylaw with the GSA will provide Smoky Lake County with more financial protection in the event of default.

Disadvantages:

There will be a further delay until funds can be advanced due to the requirement to advertise. There is a risk that the MCC will not have revenues by 2024 to begin repayment.

Alternatives:

Council could authorize administration to advance funds as per bylaw 1413-22 **without** a signed promissory note as security.

Financial Implications:

\$590,000 has been budgeted to be funded from reserves.

Legislation:

Loan bylaws :

265(1) A municipality may only lend money to a non-profit organization, one of its controlled corporations or the designated seller within the meaning of section 30(1) of the Gas Distribution Act, SA 1994 cG-1.5 as it read on June 30, 1998, if the loan is authorized by bylaw.

(2) The bylaw authorizing the loan must set out (a) the amount of money to be loaned and, in general terms, the purpose for which the money that is loaned is to be used; (b) the minimum rate of interest, the term and the terms of repayment of the loan; (c) the source or sources of the money to be loaned.

(3) The bylaw that authorizes the loan must be advertised. 1994 cM-26.1 s265;1998 c26

s13

Intergovernmental:

There may be implications if the Town and the County do not use the same approach. Gene is working with the Town of Smoky Lake to ensure that they are well informed.



Request for Decision (RFD)

Strategic Alignment:

Policy 01-38-03 Smoky Lake County Strategic Plan 2018-2020, Schedule B, Page 9 of 10 Economic Development Smoky Lake County diversifies its economy with innovative planning and by supporting infrastructure that encourages investment.

1.0 Good planning that supports growth

1.2 Victoria District Economic Development Plan July 2020

Enclosure(s):

- ✓ Bylaw 1435-23
- ✓ Schedule "A" Repayment Schedule
- ✓ Schedule "B" Promissory Note and General Service Agreement
- ✓

Signature of the CAO: _____

A handwritten signature in blue ink, consisting of a large initial 'J' followed by several loops and a final horizontal stroke, positioned over a solid black horizontal line.

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1435-23**

BEING A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO AUTHORIZE LENDING MONEY TO A MUNICIPAL CONTROLLED NON-PROFIT ORGANIZATION

WHEREAS pursuant to Sections 264 and 265 of the Municipal Government Act, R.S.A. 2000, Chapter M-26 and amendments thereto, a municipality may loan funds to a non-profit organization or one of its controlled corporations

AND WHEREAS, the MCC for Smoky Lake Development Corp is a non-profit municipal controlled corporation duly incorporated under the laws of the Province of Alberta.

AND WHEREAS, the MCC for Smoky Lake Development Corp; is owned 50% by Smoky Lake County and 50% by the Town of Smoky Lake.

AND WHEREAS, the MCC for Smoky Lake Development Corp will invest in the Smoky Lake Tourism Company Ltd which will invest and or lend funds for local tourism opportunities.

AND WHEREAS, the County of Smoky Lake's available debt limit established by the provisions of 276(2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 was \$23,249,337

NOW THEREFORE, be it resolved that the Council of Smoky Lake County in the Province of Alberta, duly assembled hereby enacts as follows:

1. Smoky Lake County will lend to the MCC for Smoky Lake Development Corp the amount of Five Hundred Ninety Thousand Dollars (\$590,000) for the purpose of investing in the Smoky Lake Tourism Company Ltd.. The term of the loan is eight (8) years.
2. The interest rate offered is 6.5%(per annum), and is based on the MCC for Smoky Lake Development Corp business plan.
3. The loan will be repaid by the MCC for Smoky Lake Development Corp annually on or before December 31 of each year, beginning December 31, 2024 hereafter called the "due date". The loan will be repaid according to the schedule outlined in "Schedule A", attached hereto forming part of this bylaw
4. Payments may be made without penalty in advance of the due dates above. Payments in advance of the due date will result in the recalculation of future payments. Interest is due or payable on the outstanding balance at the time of each repayment installment.
5. It is anticipated that the MCC for Smoky Lake Development Corp will repay the loan from investment earning.

Bylaw No. 1435-23

6. The source of money to be loaned to the MCC for Smoky Lake Development Corp shall be from the General Capital Reserve Fund held by Smoky Lake County. All principal repayments received from the MCC for Smoky Lake Development Corp shall be returned to this reserve. All interest earned shall be allocated to general revenue in the year it is received.
7. The MCC for Smoky Lake Development Corp shall provide Smoky Lake County with an executed Promissory Note and General Security Agreement consistent with the terms of this bylaw before funds will be advanced. The Promissory Note and General Security Agreement will form Schedule "B", attached hereto and forming part of this bylaw.
8. Any funds not used by the MCC for Smoky Lake Development Corp for the purposes contained in this bylaw or the funding agreement shall be immediately returned to Smoky Lake County.
9. This bylaw shall take effect on the day of the final passing thereof and shall remain in effect until all amounts due to Smoky Lake County specified within this bylaw have been received.
10. Bylaw 1413-22 being the previous bylaw to authorize lending to the Smoky Lake Development Corp. is hereby repealed.

READ a First Time this th day of.

READ a Second Time this th day of .

READ a Third and Final Time this th day of 2023 and finally passed by Council.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER

PROMISSORY NOTE

BETWEEN:

MCC FOR SMOKY LAKE DEVELOPMENT CORP.
(the "Borrower")

- and -

TOWN OF SMOKY LAKE
(the "Lender")

WHEREAS:

- A. The Lender is a 50% shareholder of the Borrower;
- B. The Lender has passed Bylaw No. 1413-22, pursuant to Section 264 and Section 265 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 to permit the Lender to lend to the Borrower, the money as evidenced herein; and
- C. The Lender has agreed to the making of a loan of Five Hundred Ninety Thousand (\$590,000.00) Dollars to the Borrower upon and subject to the terms, covenants and conditions contained within this Promissory Note.

NOW THEREFORE IN CONSIDERATION of the Lender advancing funds to the Borrower as evidenced by this Promissory Note, the Borrower promises to pay the sums required within this Promissory Note, and the mutual covenants contained within this Promissory Note, the Lender and the Borrower covenant, promise and agree as follows:

1. Loan

The Borrower hereby promises to pay to, or to the order of, the Lender at its address of PO Box 460, Smoky Lake, AB T0A 3C0, or such other address as directed by the Lender, the sum of Five Hundred Ninety Thousand (\$590,000.00) Dollars in lawful money of Canada and upon the following terms:

- (a) interest shall accrue on the balance outstanding from time to time at the rate of six and one half (6.5%) percent per annum, compounded calculated semi-annually and not in advance;
- (b) the indebtedness evidenced hereof shall be payable in accordance with the amortization schedule attached hereto as Schedule "A".

2. Collateral Security

As collateral security for the Loan, the Borrower agrees to provide to the Lender, duly authorized and executed, a General Security Agreement covering all present and after acquired personal property and the proceeds thereof of the Borrower, in a form and content as prepared by the Lender, in the Lender's absolute discretion.

3. Service and Legal Fees

The Borrower shall be responsible for payment of any and all service fees and legal costs (on a solicitor and his own client full indemnity basis) incurred by the Lender in the enforcement of any or all of the terms of this Promissory Note.

4. Event of Default

The occurrence of any one or more of the following shall constitute an Event of Default for all purposes of this Promissory Note:

- (a) if the Borrower fails to pay the indebtedness herein or any portion thereof upon the same becoming due;
- (b) if the Borrower fails to observe or perform any of the agreements, terms, covenants, conditions, provisions, stipulations or provisos contained in this Promissory Note or in the General Security Agreement to be performed by them; or

- (c) if any representation or warranty made by the Borrower in this Promissory Note, General Security Agreement or otherwise, proves to have been untrue or misleading in any material respect as of the date made or deemed made;

A default by the Borrower under this Promissory Note shall constitute a default under any other instruments or agreements, if any, granted by the Borrower in addition to, collateral to, or as security for this Promissory Note.

5. Borrower to Advise Lender

The Borrower agrees to promptly inform the Lender in writing upon the occurrence of any Event of Default, and agree to provide to the Lender written details of the nature of any such Event of Default.

6. Cumulative Remedies

All powers, rights and remedies of the Lender set forth in this Promissory Note shall be cumulative and not exclusive of any other power, right or remedy available to the Lender under this Promissory Note or General Security Agreement or the law to enforce the performance or observance of the covenants and agreements contained in this Promissory Note or General Security Agreement and any other loan or security documentation and no delay or omission of the Lender to exercise any power, right or remedy shall be construed to be a waiver of the right to exercise any such power, right or remedy except to the extent, if any, expressly waived in writing by the Lender. Upon the occurrence of an Event of Default, every power, right and remedy of the Lender set forth in this Promissory Note or afforded by law may be exercised from time to time and as often as may be deemed expedient by the Lender.

7. Pre-payment

Notwithstanding anything contained within this Promissory Note, the Borrower shall be entitled to prepay all or any portion of the above-noted loan at any time without notice, bonus or penalty. This Promissory Note shall remain in full force and effect until all amounts described herein, as well as all obligations of the Borrower, are fully paid and discharged.

8. Extension for Time

The extension of time for payment of all or any part of the amounts outstanding from time to time under this Promissory Note at any time or times shall not release the Borrower of or from their obligations hereunder.

9. Waiver of Presentment

The Borrower hereby waives demand and presentment for payment, notice of non-payment and notice of protest of this Promissory Note.

10. Interpretation

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Promissory Note, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several where applicable to more than one party.

DATED at _____, in the Province of Alberta, this ____ day of _____, 2023.

MCC FOR SMOKY LAKE DEVELOPMENT CORP.

Per: _____

Per: _____

SCHEDULE "A" – Amortization Schedule

MCC Smoky Lake Development Corp

Amortization Schedule

Loan Value: \$590,000.00

Interest: 6.5% per annum

Payment Due: Dec 31st of each year

			Accrued Principle	Principal Paid	Interest	Balance Owing	Payment
Deferred Interest Payment	31-Dec-22	2022	\$ 590,000.00	\$ -	\$ 38,350.00	\$ 628,350.00	\$ -
Deferred Interest Payment	31-Dec-23	2023	\$ 628,350.00	\$ -	\$ 40,842.75	\$ 669,192.75	\$ -
Payment #1	31-Dec-24	2024		\$ 56,502.47	\$ 43,497.53	\$ 612,690.28	\$ 100,000.00
Payment #2	31-Dec-25	2025		\$ 60,175.13	\$ 39,824.87	\$ 552,515.15	\$ 100,000.00
Payment #3	31-Dec-26	2026		\$ 64,086.52	\$ 35,913.48	\$ 488,428.63	\$ 100,000.00
Payment #4	31-Dec-27	2027		\$ 68,252.14	\$ 31,747.86	\$ 420,176.49	\$ 100,000.00
Payment #5	31-Dec-28	2028		\$ 72,688.53	\$ 27,311.47	\$ 347,487.96	\$ 100,000.00
Payment #6	31-Dec-29	2029		\$ 77,413.28	\$ 22,586.72	\$ 270,074.68	\$ 100,000.00
Payment #7	31-Dec-29	2030		\$ 190,881.93	\$ 17,554.85	\$ -	\$ 287,629.54
Totals				\$ 590,000.00	\$ 297,629.54		\$ 887,629.54
Principal			\$ 590,000.00				
Interest					\$ 297,629.54		
Total Payments							\$ 887,629.54

Dated effective as of the ____ day of _____, 2023.

BETWEEN:**MCC FOR SMOKY LAKE DEVELOPMENT CORP.**

a body corporate duly incorporated pursuant to the laws of the Province of Alberta,
4612 McDougall Drive P.O. Box 310
Smoky Lake, AB T0A 3C0
(the "Debtor")

AND:**SMOKY LAKE COUNTY**

4612 McDougall Drive P.O. Box 310
Smoky Lake, AB T0A 3C0
(the "Secured Party")

WHEREAS:

- A. The Secured Party has agreed to lend the Debtor the aggregate principal sum of Five Hundred Ninety Thousand (\$590,000.00) Dollars, which sum is to be repaid together with interest in accordance with the terms and conditions contained in the Promissory Note between the Debtor and Secured Party; and
- B. The Secured Party has required that the Debtor execute and deliver this Security Agreement as additional security for the repayment of the Indebtedness.

NOW THEREFORE IN CONSIDERATION of the Secured Party making advances to the Debtor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Debtor agrees as follows:

1. SECURITY INTEREST

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Secured Party, as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all of the Debtor's present and after-acquired undertaking and personal property including without limitation all Goods (including Inventory and Equipment), Accounts, Chattel Paper, Documents of Title, Instruments, Intangibles, Money and Securities now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including without limitation:
 - (i) all books, files, invoices, letters, papers, disks, documents, records and other repositories of data in any form recording, evidencing or relating to collateral subject to the Security Interest;
 - (ii) all Accessions and all parts, accessories, drawings, specifications, manuals, plans and special tools relating to any Goods;
 - (iii) any property which may now or hereafter be described in Schedule "C" hereto; and
 - (iv) with respect to the property described above in this paragraph (a), all present and future personal property in any form and of any kind:

- (A) derived directly or indirectly from any dealing with such property or the Proceeds thereof and in which the Debtor has any interest;
- (B) that is a right to an insurance payment or claim or any other payment as indemnity or compensation for loss of or damage to such property or the Proceeds thereof; or
- (C) that constitutes a payment made in total or partial discharge or redemption of an Intangible, Chattel Paper, an Instrument or a Security;

(all of the property described in this paragraph (a) is herein collectively called the "Collateral").

- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Secured Party herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Secured Party; and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Secured Party.
- (d) The terms "Accessions," "Accounts", "Chattel Paper", "Documents of Title", "Equipment", "Goods", "Instruments", "Intangibles", "Inventory", "Money", "Proceeds", and "Securities", including any singular or plural variation thereof whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Alberta), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "PPSA".
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Secured Party (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Secured Party shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants and so long as this Security Agreement remains in effect it shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), except for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by the Secured Party prior to their creation or assumption;
- (b) each Account, Chattel Paper and Instrument forming part of the Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by cash discounts where applicable, and no Account Debtor will have any defense, set off, claim or counterclaim against the Debtor

- which can be asserted against the Secured Party, whether in any proceeding to enforce the Collateral or otherwise;
- (c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting the Collateral; the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment;
 - (d) the Collateral does not include any Goods that are used or acquired for use primarily for personal, family or household purposes; and
 - (e) the name of the Debtor has not changed since the date of its incorporation and there have been no amalgamations or mergers in the corporate history of the Debtor or any of its predecessors.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect the Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by the Secured Party prior to their creation or assumption and not to sell, exchange, transfer, assign, lease, or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to the Debtor:
- (b) to notify the Secured Party promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or the Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) the serial number (as prescribed by the regulations made under the PPSA for use in registrations under the PPSA), model year, make and model of any motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat, outboard motor for a boat or other Serial Number Goods (as such term is defined in the regulations made under the PPSA) at any time included in the Collateral which is held as Equipment, including in circumstances where the Debtor ceased holding the same as Inventory and began holding the same as Equipment if requested by the Secured Party, acting reasonably;
 - (iv) the details of any material claims or litigation affecting the Debtor or the Collateral;
 - (v) any loss or damage to the Collateral;
 - (vi) any default by any Account Debtor in payment or other performances of any material obligations with respect to the Collateral; and
 - (vii) the return to or repossession by the Debtor of the Collateral.
- (c) to keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (d) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further pages identified as forming part of Schedule "C"

- hereto) as may be reasonably requested by the Secured Party of or with respect to the Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith; and the Debtor hereby appoints the Secured Party or any officer or manager from time to time of the Secured Party or any branch of the Secured Party the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable;
 - (f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably require with loss payable to the Secured Party and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
 - (g) to prevent the Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
 - (h) to carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral, and mark any and all such records and the Collateral at the Secured Party's request so as to indicate the Security Interest;
 - (i) to deliver to the Secured Party from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings, relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral;
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request; and
 - (vi) to notify the Secured Party immediately in the event of any change in the name of the Debtor.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and Clause 7 hereof, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

6. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Secured Party to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear of

record as the sole owner thereof; provided that, until default, the Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF ACCOUNTS

Before or after default under this Security Agreement the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Accounts, Chattel Paper and Instruments forming part of the Collateral to the Secured Party. The Debtor acknowledges that any payments on Accounts, Chattel Paper and Instruments forming part of the Collateral or other Proceeds of the Collateral received by the Debtor from Account Debtors or other Parties, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Subject always to Clause 7 hereof, the Debtor reserves the right, until default, to receive any amounts constituting income from or interest on the Collateral and if the Secured Party receives any such amounts prior to default, the Secured Party shall either credit the same to any bank or deposit account of the Debtor or to any of the Indebtedness or pay the same promptly to the Debtor;
- (b) After default, the Debtor will not request or receive any amounts constituting income from or interest on the Collateral and if the Debtor receives any such amounts, the Debtor will receive the same in trust for the Secured Party and will pay the same promptly to the Secured Party.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, the Debtor authorizes the Secured Party:
 - (i) to receive any increase in or profits on the Collateral (other than amounts constituting income from or interest on the Collateral) and to hold the same as part of the Collateral. Amounts constituting income from or interest on the Collateral shall be dealt with in accordance with Clause 8 hereof;
 - (ii) to receive any payment or distribution upon redemption or retirement of or upon dissolution and liquidation of the issuer of, any Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of the Collateral;
- (b) If the Debtor receives any such increase or profits (other than amounts constituting income from or interest on the Collateral received prior to default) or payments or distributions, the Debtor will receive the same in trust for and deliver the same promptly to the Secured Party to be held by the Secured Party as herein provided.

10. DISPOSITION OF AMOUNTS

Subject to any applicable requirements of the PPSA and to the rights of the Secured Party or any Receiver under this Security Agreement or the PPSA or other provisions of the law to make deductions in respect of costs, charges and expenses or to apply costs, charges and expenses as a first or prior charge on the proceeds of realization, collection or disposition of the Collateral, all amounts collected or received by the Secured Party or any Receiver pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Secured Party deems best or, at the option of the Secured Party, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party or any Receiver hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder and is herein referred to as "default":

- (a) the non-payment when due, whether by acceleration or otherwise, of any principal, interest or other amount forming part of the Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement, The Promissory Note or any other agreement between the Debtor and the Secured Party (whether now in existence or hereafter entered into);
- (b) the non-payment when due whether by acceleration or otherwise, of any indebtedness in excess of Ten Thousand (\$10,000.00) Dollars of the Debtor to any other person;
- (c) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, receiver and manager, trustee, custodian or similar official in respect of the Debtor or any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (d) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Debtor or any arrangement or composition of the Debtor's debts or liabilities;
- (e) if any Encumbrance affecting the Collateral becomes enforceable against the Collateral;
- (f) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if an execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the assets of the Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Secured Party to incur any indebtedness or liabilities to or to enter into this or any other agreement with the Debtor or to provide any credit to the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution;

- (i) if the Secured Party in good faith and upon commercially reasonable grounds believes that the prospect of payment or performance of any Indebtedness is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

12. ACCELERATION

Upon default or at any time thereafter, the Secured Party, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this Security Agreement are not intended in any way to and shall not affect any rights of the Secured Party with respect to any Indebtedness which may now or hereafter be Payable on demand.

13. REMEDIES

- (a) Upon default or at any time thereafter, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and a manager) of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees. The Secured Party may from time to time fix the Receiver's remuneration. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (in its existing condition or after any repair, processing or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Receiver may seem reasonable including terms for deferred payment. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances or other credit to enable him to carry on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party, all amounts received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party.
- (b) Upon default or at any time thereafter, the Secured Party may make application to a court of competent jurisdiction for the appointment of a Receiver.
- (c) Upon default or at any time thereafter, the Secured Party may, either directly or through its agents or nominees, exercise any or all of its powers and rights which could be available to a Receiver appointed pursuant to the foregoing subclause (a).
- (d) The Secured Party may take possession of, collect, demand sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default or at any time thereafter, the Secured Party may sell, lease or otherwise dispose of the Collateral (in its existing condition or after any repair, processing, or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party may seem reasonable including terms for deferred payment.
- (e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party and in addition to any other rights the Secured Party or any Receiver may have at law or in equity, the secured party shall have, both before and after default, all rights and remedies of a secured party under PPSA and the Receiver shall have all rights and remedies of a secured party under and to the extent provided in the PPSA. Provided always, that the Secured Party or any Receiver shall not

- be liable or accountable for any failure to exercise its remedies, to take possession of, collect, enforce, realize, sell, lease, or otherwise dispose of the Collateral or to institute any proceedings for such purposes. Furthermore, neither the Secured Party nor any Receiver shall have any obligation to take any steps to preserve rights against other parties to any Security, Instrument or Chattel Paper whether the Collateral or Proceeds and whether or not in the Secured Party's or Receivers possession and shall not be liable or accountable for failure to do so.
- (f) The Debtor acknowledges that the Secured Party or any Receiver may take possession of the Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Secured Party or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.
 - (g) The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver whether directly or for services rendered (including solicitor and his own client fees, disbursements and other costs on a full indemnity basis, auditors costs and Receiver remuneration), in operating any accounts of the Debtor with the Secured Party, in discharging or satisfying any Encumbrances, borrowings, taxes and other outgoings affecting the Collateral, in keeping in good standing any Encumbrances on the Collateral ranking in priority to any Security Interest created by this Security Agreement, in preparing or enforcing this Security Agreement, in taking custody of, holding, preserving, repairing, processing, preparing for sale, lease or other disposition and selling, leasing or otherwise disposing of the Collateral, in carrying on the business of the Debtor and in enforcing or collecting the Indebtedness; and the Debtor further agrees that all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Secured Party or any Receiver, as permitted hereby, shall be a first and prior charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.
 - (h) The Secured Party will give the Debtor such notice or notices, if any, with respect to the disposition of the Collateral as may be required by the PPSA.
 - (i) The Receiver or the Secured Party shall have power to make any sale, lease or other disposition of the Collateral as contemplated above in the name and on behalf of the Debtor or otherwise and the Receiver or any officer or manager from time to time of the Secured Party or any branch of the Secured Party is hereby appointed the irrevocable attorney of the Debtor (with full powers of substitution and delegation) for the purpose of making any such sale, lease or other disposition and of executing agreements or documents and taking such action required to complete the same.

14. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things from time to time (including completing and adding or supplementing schedules hereto identifying the Collateral or any permitted Encumbrances affecting the Collateral or identifying the locations at which the Debtor's business is carried on and the Collateral and records relating thereto are situate) as the Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Secured Party or any branch of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of the Secured Party, whenever the Indebtedness is immediately due and payable or the Secured Party has the right to declare the Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Debtor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Secured Party's record subsequent thereto.

- (c) Upon the Debtor's failure to perform any of its obligations hereunder, the Secured Party may, but shall not be obligated to, perform any or all of such obligations, and the Debtor shall pay the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 18% per annum, which amount and interest thereon shall be included in the Indebtedness secured hereby.
- (d) The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Security Interest. Furthermore, the Secured Party may demand, collect and sue on the Collateral in either the Debtor's or the Secured Party's name, at the Secured Party's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting the Collateral.
- (e) No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured Party may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. No remedy herein conferred upon or reserved to the Secured Party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder or now existing or hereafter to exist at law, in equity or by statute or pursuant to any other agreement or instrument between the Debtor and the Secured Party that may be in effect from time to time.
- (f) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and, subject to Clause 13(h) hereof, notice of any other action taken by the Secured Party.
- (g) In any action brought by an assignee of any interest of the Secured Party in this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any set-off, claim or defence which the Debtor now has or hereafter may have against the Secured Party.
- (h) Except for any supplements to Schedule "C" hereto or other schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clause 13(h) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered to the party for whom it is intended at the principal address of such party set forth on the first page hereof or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the principal address of such party set forth on the first page hereof or as changed pursuant hereto. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (j) This Security Agreement and the Security Interest created hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is intended to be a continuing Security Agreement and Security Interest.
- (k) This Security Agreement shall not merge in any subsequent security or be taken to be a substitute for any security of any nature whatsoever held by the Secured Party from the Debtor. It is further agreed that the taking of this Security Agreement shall not operate as a merger of the remedies of the Secured Party for

- payment, satisfaction or performance of the Indebtedness or of the remedies of the Secured Party under any other agreement and notwithstanding this Security Agreement and anything herein contained the said remedies shall remain available and be capable of enforcement against the Debtor and all other persons liable in respect thereof in the same manner and to the same extent as if this Security Agreement had not been made.
- (l) The headings used in this Security Agreement are for convenience only and are not to be considered as part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
 - (m) When the context so requires, the singular number shall be read as if the plural were expressed and vice versa and any reference to gender shall include the masculine, feminine, and neuter gender.
 - (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
 - (o) Nothing herein contained shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness or to make any advance to or to provide any credit accommodation for the Debtor.
 - (p) The Security Interest created hereby is intended to attach:
 - (i) to existing Collateral when this Security Agreement is signed by the Debtor and delivered to the Secured Party, and
 - (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Secured Party do not intend to postpone the attachment of any Security Interest created by this Security Agreement.
 - (q) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Alberta as the same may from time to time be in effect, including, where applicable, the PPSA.
 - (r) Time shall be of the essence of this Security Agreement.
 - (s) This Security Agreement shall enure to the benefit of and be binding upon the Secured Party and the Debtor and their respective heirs, executors, administrators, successors and assigns; provided neither the Debtor nor the Secured Party will assign this Security Agreement without the other party's prior written consent.
 - (t) Notwithstanding anything herein to the contrary, to the extent that the provisions of the PPSA impose obligations upon or restrict the rights or remedies herein contained operating in favour of the Secured Party, and which have been waived or varied by the Debtor herein, whether expressly or by implication, but which are by the provisions of the PPSA incapable of waiver or variance by the Debtor, the provisions of the PPSA shall govern and the affected provisions hereof shall be deemed to be amended to the extent necessary to give effect to the said provisions of the PPSA without in any way affecting any other provision or provisions herein.
 - (u) The Debtor hereby acknowledges receipt of a copy of this Security Agreement.
 - (v) The Debtor hereby waives its right under PPSA to receive a printed copy of any financing statement or financing change statement relating to this Security Agreement or any verification statement or other statement used by the Registry (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of this _____ Day of _____
_____, 2023.

MCC SMOKY LAKE DEVELOPMENT CORP.

Per: _____

Per: _____

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

NIL

SCHEDULE "B"

1. Locations of Debtor's Business Operations.
2. Locations of Records relating to Collateral.
3. Locations of Collateral.

SCHEDULE "C"

DESCRIPTION OF SPECIFIC PROPERTY:

N/A



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: #7.r

Topic: FCSS Applications

Presented By: Brenda/Finance

Recommendation:

That Smoky Lake County approve to allocate funding from the 2023 Family and Community Support Services (FCSS) Grant budget in accordance with Policy NO. 08-17-01: Family and Community Support Services (FCSS) grant as follows:

\$1,000 to Vilna Veselka Dancing Club for volunteer appreciation

\$6,500 to Town of Smoky Lake Library Board for social library programs

Background:

There is currently \$21,077 in FCSS funding available to grant out. The Fire Department requested \$10,000. Council did not approve that grant in February, therefore nothing has been deducted from the available balance.

Vilna Veselka Dancing Club has requested \$1,000 to fund an appreciation lunch for the club volunteers. This meets the FCSS granting requirements. The club did not apply for funds in 2022. In previous years we have provided grants.

The Town of Smoky Lake Library Board has requested \$6,500 to fund programs for families. This meets FCSS granting requirements. Smoky Lake County FCSS has been providing funding for these programs for several years. In 2022 we provided \$6,500.

Benefits:

Both programs help people develop interpersonal group skills. Contributing to Vilna Veselka Dance Club encourages volunteerism.

Disadvantages:

40% of the grant funds will be spent.

Alternatives:

Approve a different amount or nothing.

Financial Implications:

Current unspent budget is \$21,077

Legislation:

The funds granted are from the FCSS grant under the Family and Community support Services Act. Smoky Lake County Policy 08-17-01 provides the guidelines for granting funds.



Request for Decision (RFD)

Intergovernmental:

n/a

Strategic Alignment:

n/a

Enclosure(s):

A: Vilna Veselka Dancing Club application

B: Town of Smoky Lake Library Board application

Signature of the CAO:

A handwritten signature in blue ink, consisting of a large, stylized initial 'J' followed by several loops and a horizontal line extending to the right.



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.s

Topic: Employee Short Term Disability Insurance

Presented By: Brenda / Finance

Recommendation:

That Smoky Lake County include Short Term Disability Insurance in the benefit package for all employees

Background:

The 2023 budget includes \$38,000 to add short term disability to the employee benefit package. It would provide an employee 65 years and younger with 66.67% of weekly earnings to a maximum of \$1,500 for up to 16 weeks (the time until long term disability is available).

Benefits:

Short term disability combined with banked sick time will provide employees with stability for the first four months if they are unable to work due to sickness or injury.

1. It provides an incentive to attract and keep talented staff.
2. It demonstrates the organizations commitment to the health and welfare of staff.

Disadvantages:

(Describe the disadvantages of the recommendation or select from dropdown)

Alternatives:

Increase the number of allowable banked sick days

Financial Implications:

Annual budget increase of approximately \$38,000

Legislation:

n/a

Intergovernmental:

n/a

Strategic Alignment:

n/a

Enclosure(s):

none

Signature of the CAO: _____

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



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.t

Topic: Enterprise Fleet Management Canada Inc. Leases

Presented By: Mark Fedoretz

Recommendation:

That Smoky Lake County execute the open-end (equity) lease agreement with Enterprise Fleet Management Canada Inc. as per their Quote 7075800, Dated March 7, 2023, for Four (4) Year-2024 GMC Sierra SLE 4x4 Crew Cab 5.75 ft. box 147.4 in. WB, to replace Fleet Units 100B 109A 105 and Gas department truck unit 203.

Background:

The Jan. 28, 2021, Council Meeting Motion #315-21 authorized Administration to engage Enterprise Fleet Management Canada Inc., in a timely manner to take advantage of the best pricing available for the purpose of adding Public Works fleet vehicle units, through open-end lease agreements. The Apr. 28, 2021, Budget Meeting Motion #663-21 approved the 2021-2025 Five-Year Capital Project Budget including Vehicle Replacements. This proposal is part of the 2024 Capital Replacement Plan.

Benefits:

This takes advantage of lower pricing and keeps the total cost of vehicle ownership down.

Disadvantages:

This is outside the 2023 budgeting period as it is for 2024.

Alternatives:

We wait and utilize the order-bank for Ford trucks instead.

Financial Implications:

\$80751.00 each for a total of \$323,000.00

Strategic Alignment:

N/A

Enclosure(s):

1. Quote 7075800, Dated March 7, 2023. ©

Signature of the CAO: _____

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



Prepared For: Smoky Lake County
Fedoretz, Mark

Date 03/07/2023
AE/AM AS/SAD

Unit #

Year 2024 Make GMC Model Sierra 3500HD
Series SLT 4x4 Crew Cab 6.75 ft. box 159 in. WB SRW

Vehicle Order Type Ordered Term 12 Province/State AB Customer# 591923

\$ 80,751.00 Capitalized Price of Vehicle1
\$ 0.00 * Sales Tax 0.0000% Prov. AB
\$ 0.00 * Initial License Fee
\$ 0.00 Registration Fee
\$ 766.25 * Other: (See Page 2)
\$ 79,943.49 * Capitalized Price Reduction
\$ 3,997.17 * Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Cardinal Red
Interior Color (0 I) Jet Black w/Perf Leather-Appointed Fron
Lic. Plate Type Government
GVWR 0

\$ 807.51 Total Capitalized Amount (Delivered Price)
\$ 8.08 Depreciation Reserve @ 1.0000%
\$ 88.08 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)2

\$ 96.16 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00 Commercial Automobile Liability
Liability Limit \$ 0.00
\$ 0.00 Physical Damage Management Comp/Coll Responsibility 0 / 0
\$ 0.00 Full Maintenance Program3 Contract Kilometres 0 Excess Use Charge \$ 0.0000 Per Km
Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 4.81 GST 5.0000% Province/State AB

\$ 100.97 Total Monthly Rental Including Additional Services

\$ 710.55 Reduced Book Value at 12 Months

\$ 495.00 Service Charge Due at Lease Termination

Quote based on estimated annual kilometres of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise Fleet Management Canada, Inc., is the owner of the vehicle covered by this Quote.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Smoky Lake County

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management Canada, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management Canada, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management Canada, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 275.00
Pricing Plan Delivery Charge	B	\$ 275.00
AMVIC Fee	B	\$ 6.25
PPSA Fee	B	\$ 40.00
Tire Tax	B	\$ 20.00
Fuel	B	\$ 150.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 766.25
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 766.25



VEHICLE INFORMATION:

2024 GMC Sierra 3500HD SLT 4x4 Crew Cab 6.75 ft. box 159 in. WB SRW - CA
Series ID: TK30743

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: G7C - (0 P) Cardinal Red
Interior: H1Y - (0 I) Jet Black w/Perf Leather-Appointed Front Outboard Seat Trim

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP, (Est.). Lists various vehicle options like SiriusXM, 4SA, A48, etc.

		STD	STD	(Est.)
PAINT	Solid Paint			(Est.)
PCY	SLT Convenience Package	\$ 1,919.00	\$ 2,180.00	(Est.)
PDI	Sierra HD Pro Safety	Included	Included	(Est.)
PDY	SLT Preferred Package	\$ 2,042.00	\$ 2,320.00	(Est.)
PED	Sierra HD Pro Safety Plus Package	NA	NA	(Est.)
PPW	Wireless Phone Projection	Included	Included	(Est.)
PROGTS	ProGrade Trailering System	Included	Included	(Est.)
PXD	Wheels: 18" Machined Aluminum	Included	Included	(Est.)
PZ8	Hitch Guidance w/Hitch View	Included	Included	(Est.)
QF6	Tires: LT275/70R18E AT BW	STD	STD	(Est.)
STDTM	Perf Leather-Appointed Front Outboard Seat Trim	Included	Included	(Est.)
T8Z	Buckle to Drive	Included	Included	(Est.)
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included	(Est.)
TRG	Trailer Camera Provisions	Included	Included	(Est.)
U01	LED Smoked Amber Roof Marker Lamps	Included	Included	(Est.)
UBC	2 Charge/Data USB Ports Inside Centre Console	Included	Included	(Est.)
UBI	2 Charge-Only Rear USB Ports	Included	Included	(Est.)
UBJ	2 Charge/Data USB Ports	Included	Included	(Est.)
UD5	Ultrasonic Front & Rear Park Assist	Included	Included	(Est.)
UE4	Following Distance Indicator	Included	Included	(Est.)
UET	In-Vehicle Trailering App	Included	Included	(Est.)
UEU	Forward Collision Alert	Included	Included	(Est.)
UF2	LED Cargo Area Lighting	Included	Included	(Est.)
UFG	Rear Cross Traffic Alert	Included	Included	(Est.)
UFL	Lane Departure Warning	Included	Included	(Est.)
UG1	Universal Home Remote	Included	Included	(Est.)
UHY	Automatic Emergency Braking	Included	Included	(Est.)
UK3	Steering Wheel Audio Controls	Included	Included	(Est.)
UKJ	Front Pedestrian Braking	Included	Included	(Est.)
UKV	Trailer Side Blind Zone Alert	Included	Included	(Est.)
UQA	Bose Premium 7-Speaker Sound System	Included	Included	(Est.)
URD	GMC Premium 13.4" Diagonal Infotainment Display	Included	Included	(Est.)
UTJ	Unauthorized Entry Theft-Deterrent System	Included	Included	(Est.)
UV2	HD Surround Vision	Included	Included	(Est.)
UVN	Bed View Camera w/2 Trailer Camera Provisions	Included	Included	(Est.)
Z85	Suspension Package	Included	Included	(Est.)

STANDARD EQUIPMENT:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: MultiPro Tailgate tailgate
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Side Steps: yes
Door Handles: chrome
Front And Rear Bumpers: chrome front and rear bumpers with chrome rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: chrome grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Console Ducts: console ducts
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control distance pacing
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote engine start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: covered bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: Premium GMC Infotainment System radio grade SiriusXM with 360L AM/FM/Satellite with seek-scan
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 7 Bose speakers
Internet Access: Wi-Fi Hotspot capable internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-leveling Headlights: auto-leveling headlights
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cab clearance lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent rain detecting wipers wipers
Rear Window Defroster: rear window defroster
Rear Window: power rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: UltraSonic front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leather front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabbback Insulator: cabbback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.u

Topic: Sale of County Surplus Equipment

Presented By: Mark Fedoretz, Public Works Shop Foreman

Recommendation:

That Smoky Lake County advertise to sell the following County Surplus Equipment in the County Grapevine and on social media, as is - where is, by Public Tender, stating "The Highest nor Any Bid Shall Not Necessarily Be Accepted", with a closing bid deadline of April 7, 2023, at 12:00 Noon:

Unit #	Description	Serial Number	Odometer/Hours
107	2005 GMC 3500 4X4	1GTJK33678F218493	371775km
227	2017 Chev 1500 4x4	1GCVKREC5HZ279802	193190km
206	2013 GMC 3500 4X4	1GT423CG0DF128344	185737km
466	10' Schulte Mower	C30710811504	N/A
467	FLX1510 Schulte Flex arm	A10510338504	N/A

Background:

From time to time the County offers surplus equipment for sale. Underutilized equipment or equipment that has been replaced as per the Capital Equipment Plan becomes surplus equipment.

Benefits:

Liquidates surplus equipment.

Disadvantages:

N/A

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

The amount of revenue received from the sale of the equipment is unknown.

Legislation:

Policy Statement No. 08-13-01: Disposal of Assets.

Intergovernmental:

N/A

Strategic Alignment:

N/A

Enclosure(s):

N/A

Signature of the CAO: _____



Request for Decision (RFD)

Meeting Date: Thursday, March 16, 2023

Agenda Item: # 7.v

Topic: Policy Statement No. 02-37-01: Peace Officer Patrol Vehicle

Presented By: Bylaw Enforcement

Recommendation:

That Smoky Lake County adopt Policy Statement No. 02-37-01: Peace Officer Patrol Vehicle.

Background:

Administration will continue preparing the mandatory Policies to remain in compliance with the Peace Officer Program as per letter received from Tammy Spink, Manager, Peace Officer Program, Law Enforcement and Oversight Branch regarding Authorized Employer Policy Documents. This includes a policy for the patrol vehicle used by the Peace Officer.

Benefits:

Adhere to Solicitor General and Public Security legislative requirements. Peace Officer will be identified as a law enforcement and readily identifiable to the public to respond to protective and enforcement services with the use of a patrol vehicle.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

There are no alternatives to the recommendation because it is a legislative requirement.

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

Peace Officers Ministerial Regulations Act and Peace Officer Act – Section 7(2) (b)

Intergovernmental:

Directly with the Peace Officer Program, Alberta Justice and Solicitor General Department.

Strategic Alignment:

N/A

Enclosure(s):

Policy 02-37-01: Peace Officer Patrol Vehicle

Signature of the CAO:

A handwritten signature in blue ink, consisting of a large, stylized 'M' and a circular flourish below it, written over a horizontal line.



SMOKY LAKE COUNTY



Title: Peace Officer Patrol Vehicle	Policy No.: 37-01
Section: 02	Code: P-A
	Page No.: 1 of 3

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To outline protocol in the provision and use of a Community Peace Officer Patrol Vehicle.
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Policy Statement and Guidelines:

1. **STATEMENT:**
 - 1.1 The Community Peace Officer (CPO), employed by the County, will be provided with a vehicle that meets the specifications consistent with the Alberta Justice and Solicitor General Peace Officer Program.

2. **OBJECTIVE:**
 - 2.1 The CPO will be provided with a vehicle appropriate for their responsibilities and duties. The vehicle will meet the needs and standards of the role for protective and enforcement services undertaken for Smoky Lake County.

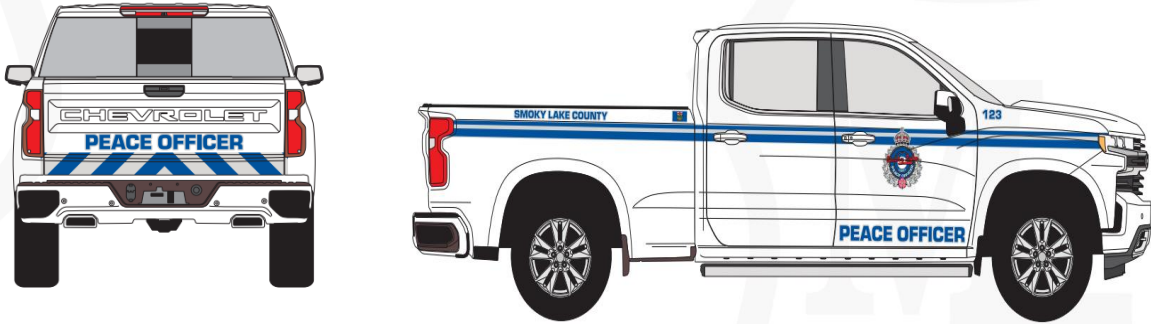
3. **GUIDELINES:**
 - 3.1 The vehicle used by the CPO shall be white in color.
 - 3.2 Vehicle markings shall be in accordance with the Public Security Peace Officer Program Policy and Procedures manual standards of blue reflective decaling, light bar mounted on the exterior roof of the vehicle, Smoky Lake County markings on the doors and a unit number assigned.



Smoky Lake County Decal– Peace Officer Vehicle

Title: Peace Officer Patrol Vehicle		Policy No.: 37-01
Section: 02	Code: P-A	Page No.: 2 of 3

Policy Statement and Guidelines:



Smoky Lake County–Peace Officer Vehicle.

4. PROCEDURES:

Use of Patrol Vehicle:

- 4.1 The CPO will be responsible to ensure that the vehicle they are assigned is operated in a safe and professional manner.
- 4.2 The CPO is only permitted to drive the vehicle for related duties. Travel by other staff members of Smoky Lake County is not permitted except for reasons for servicing or to facilitate repair or exchange.
- 4.3 The CPO may use the vehicle outside the County jurisdiction, when engaged in the performance of their duties, as well as for training courses or approved joint force operations.
- 4.4 The CPO will obtain authorization to take home the patrol vehicle in accordance with ***Policy Statement No. 01-29: County Vehicle Use.***
- 4.5 The CPO will be held personally responsible for any ticketed offenses resulting from the use of the patrol vehicle and is required to adhere to the standards and processes for risk control measures in accordance with ***Policy Statement No. 14A-06: Authorized Vehicle and Equipment Operator.***

Care and Operation of Patrol Vehicle:

- 4.6 At the start and end of the shift, the CPO shall make a visual inspection of the patrol vehicle for damages and deficiencies. Findings shall be noted in writing on the appropriate repair forms (*Pre – Post Inspection Form*) as per Public Works Department procedures.

Title: Peace Officer Patrol Vehicle		Policy No.: 37-01
Section: 02	Code: P-A	Page No.: 3 of 3

Policy Statement and Guidelines:	
4.7	The patrol vehicle shall be maintained in sound mechanical fashion at all times to be in a state of “operational readiness”. The vehicle shall be kept neat, orderly, and clean at all times.
4.8	While on patrol, unless otherwise required in the execution of duties, the CPO shall not exceed the posted speed limit and shall obey all rules of the road. <i>(Lead by Example)</i> .
<u>Replacement of Patrol Vehicle:</u>	
4.9	The CPO vehicle shall be considered for replacement in accordance with the County Fleet Management Program. In the event a patrol vehicle is replaced, all items related to enforcement, including but not limited to lights and decals will be removed and installed in the new patrol vehicle, if applicable.
4.10	The decommissioned vehicle will not have any equipment or identifiable markings as to its previous duty as a patrol vehicle when it is replaced.

	Date	Resolution Number
Approved	March 16, 2023	# 000-23 - Page # 00000
Amended		
Amended		
Amended		



Chief Administrative Officer
 Report Period: **Feb 10, 202 to Mar 08, 2023**

LEGISLATIVE / GOVERNANCE

Projects	Date In Progress	Date Outstanding	Date Completed
<p>Stony Creek/Beaver Dams/Saddle Lake: This request has taken considerable time administratively to review and sort out. A meeting request by Council to be arranged between the County and Saddle Lake Cree Nation to discuss the issue. A date of November 16, 2022 at 10:00 am was set.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The Nation cancelled and had not yet provided alternate dates for consideration. No Change since last report, will consider as closed until further notice. 	Sept 25/22		
<p>Administrative Efficiencies: The Council tasked the CAO with reviewing administrative processes with the goal of attaining and gaining and efficiencies in time spent by administration on reports, meetings, etc.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The Council adopted report CAO is currently implementing. 	Oct 15/22		
<p>Replacement of Fire Apparatus: The Waskatenau pump truck was severely damaged as a result of the pump casing freezing. The estimated cost of repair may be in excess of \$90,000 on a truck which is 15 years old. The Committee met and recommended that the funds be expended to repair the truck and to order a new pump truck.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The project is complete. 			
<p>Village of Vilna DEM: The Village of Vilna Director of Emergency Management resigned. The Village is required to appoint a DEM. The Province suggested that rather than appointing someone and going through the expense of training, that the County be approached to allow appointment of our DEM for the Village. Trevor has indicated that he can also act as their DEM as part of his duties.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Emergent issue with the following resolution: 	Dec 20/22	Ongoing	

Chief Administrative Officer

Report Period: **Feb 10, 202 to Mar 08, 2023**

Recommendation: That Council approve of the Village of Vilna appointing Trevor Tychkowsky as their Director of Emergency Management commencing March 16, 2023.

ADMINISTRATIVE

Projects	Date In Progress	Date Outstanding	Date Completed
Managers Meetings – Every Monday Morning			Ongoing
<p>Surface Lease Discussion Managers: A management meeting was held to review, discuss and develop methodologies to address Council concerns in the development of a Surface Lease project.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Administration is currently working on the revision of the language in the policy. The Policy Committee provided recommendations. 	<p>Aug 22/22 Aug 31/22</p>		
<p>Snow Clearing - Driveways: At a policy Committee meeting held on February 08, 2023, the Committee reviewed the snow clearing policy pertaining to the flag system. The preference is to evaluate and revise the existing policy to provide flags for singular events and develop a recommended cost (per event) for a 200 m length driveway, which is the current policy.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Administration is currently working on the revision of the language in the policy. Administration is also gathering example policies from other Counties to assist with the framework of the flag program. The expected completion of the policy is scheduled for an April meeting, however further discussion may postpone adoption to May if many changes occur. 	<p>Feb 08/23</p>		
<p>Cold Weather Policy: At a policy Committee meeting held on February 08, 2023, the Committee reviewed the existing Cold Weather Policy currently in force at the County. The points of concern was that County equipment do not mobilize past -32 C (including wind chill) while other organizations such as Aspen School Division have a mobilization threshold of -40 C.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Administration has completed the version of the Cold Weather Policy. This is a rather comprehensive document and provides for the basis of judgement between the employee and manager to determine safe protocol. 	<p>Feb 08/23</p>		<p>Mar 16/23</p>

Chief Administrative Officer

Report Period: **Feb 10, 202 to Mar 08, 2023**

<ul style="list-style-type: none"> Administration is asking for the policy to be acknowledged by Council, as it is a management policy. Council can choose to change to a Governance policy, which then becomes fixed by passing a resolution. 			
<p>Regional Engineering Standards (ACP): Met with team, legal and Admins regarding the project.</p> <p>Project progress:</p> <ul style="list-style-type: none"> A two day session is scheduled to review the standards by the municipal administrations on March 14 and 15. 	Ongoing		
<p>Joint Health and Safety Committee Meeting</p> <p>Project progress:</p> <ul style="list-style-type: none"> Nothing tasked to the County CAO. 			
<p>Ukrainian Twinning Meeting/Kosiv</p> <p>Project progress:</p> <ul style="list-style-type: none"> Nothing tasked to the County CAO. 			
<p>Waskatenau Intermunicipal Agreement: This project was initially required as a result of the proposed development along the south side of the Hwy 28 adjacent to Waskatenau. There is a requirement to connect to the municipal services. The bylaw was presented and approved.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Planning and Development is reviewing the service locations with the Village and preparing R/W agreements between the Village and Customer and County and Customer. 	Ongoing		
<p>Broadband Project: Early in 2022, in conjunction to the announced funding by the Federal and Provincial governments, Council stated a desire to develop a project (or projects) to utilize this funding to provide better service within the County. Administration suggested that the County could contract the services of a consultant to determine needs within the County (including some periphery partners) and develop a strategy which could be used as the basis for a grant application. Council chose to invite representatives from service providers to speak with Council directly, as it was felt that these representatives would have industry knowledge of our area needs and could best recommend projects.</p>			

Chief Administrative Officer

Report Period: **Feb 10, 202 to Mar 08, 2023**

<p>Project progress:</p> <ul style="list-style-type: none"> The CAO provided additional information to Heather regarding the ABS grant and letter of support. 			
<p>UFA/Canoe – Missing Fuel: Met with representatives of UFA and Canoe to discuss the ramifications of the missing fuel. Canoe is the procurement/invoicing agency to the County and UFA is the supplier of fuel to Canoe.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The issue is resolved and the County will be reimbursing for fuel legitimately used by the County during that time period. 	Ongoing		
HWY 28/63 COMMISSION			
Hwy 28/63 Board meeting			Dec 19/22
<p>Hwy 28/63 Legal: A substantial amount of time is now going to be required as a result of trying to finalize the last 5% of the project. The Commission will need to apply for renewal of dispositions while working to finalize agreements to satisfy legal obligations and requirements.</p>	Jan 20/23	Ongoing	
FINANCIAL			
	Date In Progress	Date Outstanding	Date Completed
<p>2023 Budget (Council) Meeting – The interim budget was adopted on Dec 14, 2022. The Council also tasked the CAO/Administration to review the budget of reducing the operating budget by 5% and providing impacts of that reduction prior to the adoption of the final budget.</p> <p>Project progress:</p> <ul style="list-style-type: none"> No change since last report. The County completed and efficiencies report for Council. 	Ongoing		
<p>Land Inventory/Sale of Lands – At the last meeting and from previous discussions, Council has been interested in determining a listing of available lands which could then be offered for sale. An inventory was emailed to Council to provide feedback on properties (owned by the County) which may be candidates for sale.</p> <p>Project progress:</p> <ul style="list-style-type: none"> No feedback was provided from the emailed land inventory. Planning and Development has provided as an agenda item. 			
HUMAN RESOURCES			
	Date	Date	Date

Chief Administrative Officer

Report Period: **Feb 10, 202 to Mar 08, 2023**

Projects	In Progress	Outstanding	Completed
<p>Welder: The County welder position has not been filled. Applicants report that the County wages scale are too low.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The position has been re-advertised. 	Ongoing		
<p>Public Works Manager: The Public Works Manager provided notice of retirement with a last day of Friday, April 28, 2023.</p> <p>Project progress:</p> <ul style="list-style-type: none"> Interviews have commenced and references will be contacted from the preferred candidates. 	Jan 13/23		

COMMUNITY

Projects	Date In Progress	Date Outstanding	Date Completed

TRAINING

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COUNTY STRATEGIC PLAN

<p>Strategic Plan: A Strategic Plan is Council's plan for the next 3 years and beyond. It is a critical document for the CAO and Administration to prepare plans and budgets.</p> <p>Project progress:</p> <ul style="list-style-type: none"> The draft strategic plan was presented to Council at the Jan 2023 meeting. The Council was presented at a public open house to roll out to the public on February 27, 2023 at 7:00 at Chambers and virtually. Some comments were received and changes incorporated. Once adopted, the CAO will then prepare the operational target/milestone report as well as the financial impact. <p>Recommendation: That Council adopt the 2023/2025 Strategic Plan and authorize the Chief Administrative Officer to prepare the the operational and financial targets/milestones accompanying plan for approval by Council.</p>	Ongoing		
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Signature:
Gene Sobolewski

County Council Meeting: **Mar 08, 2023**



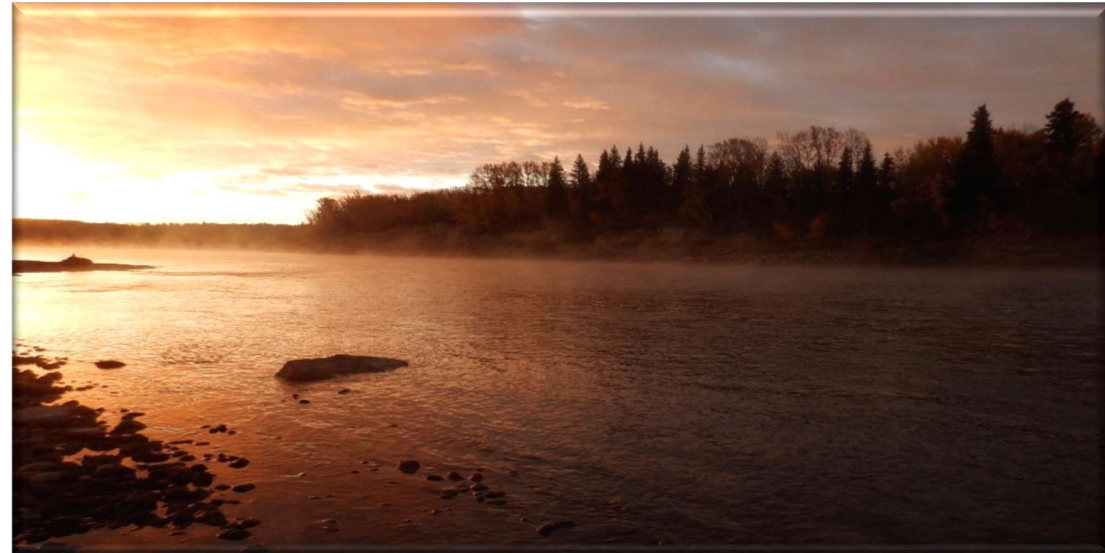
SMOKY LAKE COUNTY

STRATEGIC PLAN
2023-2025

BACKGROUND

A municipal Council is responsible for identifying and defining strategic direction for the municipality to ensure that it fulfills its role as outlined in the *Municipal Government Act (MGA)*. A strategic plan fulfills this role as it clearly describes or affirms the values of the Council and Community. The strategic plan also:

- 1) defines the vision of the Council as to what it wants to achieve over the next few years, and,
- 2) establishes strategic priorities (between 3 to 5) to guide the organization towards achievement of the vision.



Sunrise on the NSR, Ceyana Canoe Club, 2021

The strategic plan forms the basis of the financial plan as it sets out what the municipality wants to do in the short-term (1 to 3 years) and longer terms (5-10 years). The financial plan determines the anticipated costs to accomplish the priorities of each of strategic plan and consequently the extent to which a priority can reasonably be accomplished. The two plans are inseparably intertwined and for this reason, the strategic plan always precedes and is relied upon in the preparation of the budget priorities because the *MGA* requires municipalities to prepare mandatory three-year operating and five-year capital plans.

In reviewing our Values and Vision, Smoky Lake County strives to go beyond strategic plans of the past and instead create a plan with goals that are more tangible.

Smoky Lake County engaged 13 Ways to conduct a 2-day strategic session with the Council and Administrative staff to formulate the basis of the County's strategic plan. The outcome of this session provided the County with was a document which provided the Council with a summary of its Values and Vision, which forms the basis for establishing the Council's priorities.

Smoky Lake Council then conducted a separate workshop to review their Values, Vision and Levels of Service to establish its Priorities as the Council's Strategic Plan.

VALUES

Smoky Lake County Council defined their values as:

1. **HEALTHCARE** – Council values the continuing access to the George McDougall Health Centre by all residents in our region and the increasing of services for more advanced healthcare services.
2. **EMERGENCY SERVICES** – Council values a safe community where all County residents have access to local full-service police, fire and EMS services.
3. **EDUCATION**– Council values the prospect to allow residents to access dual credit opportunities provided by local colleges and also values the equality of education opportunity for County residents.
4. **CULTURAL DIVERSITY** – Council values the need to continue to accommodate, attain, build and grow the perception of being an open and culturally diverse community.
5. **RECREATION** – Council values the existing recreational opportunities and facilities for all our residents and seeks to explore enhancements to these facilities.
6. **HOUSING DIVERSITY** – Council values and recognizes the needs of our residents for diversified housing opportunities to allow our community to grow.

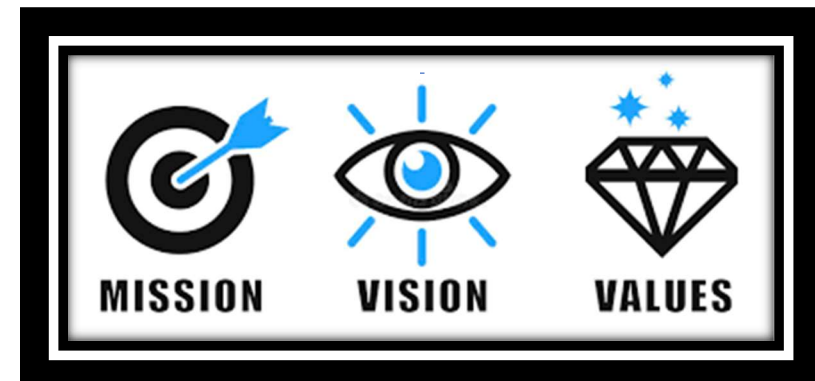


Looking east on the North Sask. River, at 'the Elbow'

VISION

Smoky Lake County Council defined their vision as:

1. **Development along Highways** – Council visualizes new highway commercial growth and business development along key corridor highways in the region, where the County would proactively undertake processes to bring those properties to a “shovel-ready” status specific to land use, zoning, and other planning functions.
2. **Creating policies/atmosphere to create pro-active growth and development:**
 - a. **Population growth** – Council visualizes positive population growth by bringing key services back into the region.
 - b. **Fully utilized Hospitals and Courthouse** – Council visualizes a robust regional healthcare and fully utilized hospitals, health centres, and the courthouse in our region, supporting local needs and overflow capacity from larger metropolitan areas.
 - c. **Housing Diversity** – Council visualizes diverse housing opportunities designed to accommodate the needs of the region through innovative programming such as partnerships, incentives, and/or external grants.
 - d. **Proactive/Partnering Development Strategies** – The Council visualizes that the County would proactively undertake the processes and partnerships to stimulate and promote residential and commercial growth in the region, including “shovel-ready” principles pertaining to land use, zoning, servicing, and other land development functions.
 - e. **Agriculture** – Council recognizes the benefit and value of the County’s agriculture sector, and visualizes its enhancement and strengthening by supporting the expansion of veterinary services, promoting new value-added agri-business culture, and effectively promoting the region.
 - f. **Environment** – Council recognizes the benefit, value, and services delivered by our natural landscape, and visualizes its protection through land use planning, technical studies, collaborative partnerships, and leveraging tools under the MGA, etc.



PRIORITIES



1. Grow Employment Opportunities - Council is committed to lobby for the re-instatement of healthcare services in the region, the re-opening of the courthouse, and supporting growth in all industries, including agricultural business and producers to stimulate population growth in the region.

To attain this priority, Council recognizes the following tasks will be required to be undertaken:

- Lobby efforts to the Provincial and/or Federal Governments – The Council will utilize their lobby efforts, along with other local and regional municipal partners, to jointly advocate to the various levels of government. This may include the retaining of registered professional lobbyist firm(s) as deemed necessary. This may require the adoption of an advocacy plan by the Council to assist in this role.
- Collaboration with Municipalities and Healthcare Providers – The County will need to form collaborative relationships with municipalities within and surrounding our boundaries, as well as explore relationships and/or partnerships within the Provincial Government.
- Examine recreation opportunities and new facilities – The County will review the Smoky Lake Regional Recreation Master Plan, dated March 2013, in the context of 2023 and develop a program for the public to provide input respecting facility improvements and desired programs.
- Examine Incentive Initiatives – The County will examine the possibility of introducing incentives and/or partnership opportunities to foster the growth of business and industry development in the region.

2. Proactivity in Development – Council is committed to the development of policy and programming to foster a proactive approach to land development within our region.

- Sell land to raise revenues for development initiatives – The County will review potential opportunities for highest and best use of Municipal property currently vacant and dispose of the lands at fair market value. Some land may be sold on condition to assist in the undertaking development within a specified timeframe.
- Review existing policy framework – The County will review its existing policy statements across all departments to ensure that they remain relevant and effective.
- Market Evaluation – The County will undertake an evaluation of market conditions to determine what conditions, economic constraints, impediments, catalysts, and stimulus may be beneficial in the proactive promotion of land development in the region.
- Lobby efforts to the Provincial and/or Federal Governments – The Council will utilize their lobby efforts, along with other local and regional municipal partners, to jointly advocate to the various levels of government. This may include the retaining of registered professional lobbyist firm(s) as deemed necessary. This may require the adoption of an advocacy plan by the Council to assist in this role



- Proactive Preliminary Planning – The Council will undertake a review of the existing Land Use Bylaw (LUB) and Municipal Development Plan (MDP) which are both nearly a decade old, and replace or update them with modern language, uses, and provisions that balance economic development with the municipalities' role as a regulator and trustee of the environment and public good. This may also include review/update of older existing, or adoption of new, Area Structure Plans (ASPs) and other tools under the MGA.
- Effective Geographic Information Systems (GIS) - Smoky Lake County's GIS promotes and supports the County Strategic Plan with the use of technology to enable an efficient, effective business process and support decision makers at all levels with access to the most accurate information.
- Housing Diversity – The County will undertake a marketing analysis to determine the needs of the region. The Council will also consider options to promote the construction of diverse housing through the use of specific policy frameworks, investment, partnership, and possible subsidization to achieve this goal.
- Agriculture – The Council will seek opportunities to enhance the agricultural culture of the region through new and innovative partnerships that prioritize landowner needs, sustainable local foods.
- Environment – The Council will pursue necessary advocacy, technical studies, and policy and bylaw amendments to appropriately steward our environmental landscape.

4. Emergency Services – Council is committed to ensure that all County residents have access to full-service Police, Fire and EMS services.

- Lobby efforts to the Provincial and/or Federal Governments – The Council will utilize their lobby efforts, along with other local and regional municipal partners, to jointly advocate to the various levels of government. This may include the retaining of registered professional lobbyist firm(s) as deemed necessary. This may require the adoption of an advocacy plan by the Council to assist in this role.
- Explore the possibility of Partnership/Investment Opportunities – The County will explore opportunities for possible partnerships and/or investment to attain full-service emergency services.



3. Education – Council is committed to ensuring that educational opportunities for County residents continue to grow.

- Create and enhance Partnerships – The County will continue to forge partnerships with primary and post-secondary education providers (Portage College, Lakeland College, Aspen View Schools, Lakeland Catholic) to provide continuing programming required by residents of the County.
- Lobby efforts to the Provincial and/or Federal Governments – The Council will utilize their lobby efforts, along with other local and regional municipal partners, to jointly advocate to the various levels of government. This may include the retaining of registered professional lobbyist firm(s) as deemed necessary. This may require the adoption of an advocacy plan by the Council to assist in this role.
- Explore the possibility of Partnership/Investment Opportunities – The County will explore opportunities for possible partnerships and/or investment to attain goals such as additional dual credit programs.



Hillside Acres in Fall



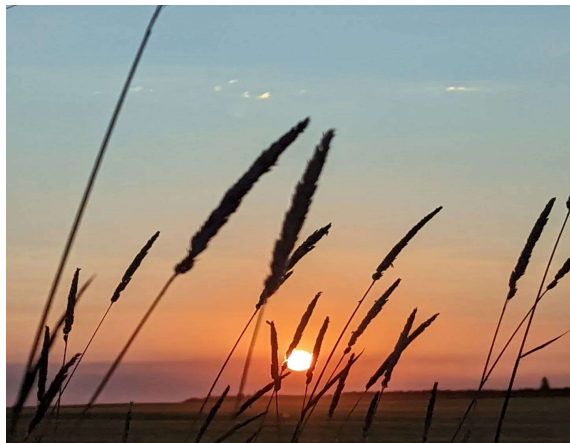
5. **Cultural Diversity** – *Council is committed to ensuring that the County is recognized as being a Culturally Diverse Community.*
- **Apply to Provincial Government to become a Designated Community** – Council is committed to researching and successfully applying to the Province to become a Rural Renewal Stream Designated Community.
 - **Create Policy Statements** – The Council is committed to creating policy statements ratifying the County's commitment to be viewed by peers as a Culturally Diverse Community and welcoming people from all cultural backgrounds.

Who We Were

Our name 'Smoky Lake' comes from smoky vapor that rises from the shallow lake itself, which was noted by the original inhabitants of this area - the Indigenous Peoples' whose footsteps have marked these beautiful lands since time immemorial. Over the last 200 years, explorers and traders were replaced by farmers and entrepreneurs, Eastern Europeans, and others from around the world, as our region grew in population and prosperity.

Who We Are

We have become a services-oriented hub by providing important amenities to our residents while also growing business industrial and agricultural opportunities, tourism, and recreation services. We also serve as a culturally diverse hub that attracts people from around the world for the quality of community and a family-focused life that we offer. This has been accomplished through a tradition of active collaboration with our neighbors.



Credit: Hank Hollowaychuck

WHO WE ARE



Waskatenau Creek

Who We Are Becoming

With further partnerships and collaboration, we will be able to offer a re-instated full-service healthcare, emergency services and housing diversity with great amenities all within a short distance, including recreation facilities, walking trails and natural amenities that appeal to all ages.

We have achieved this through our forward thinking and in being proactively involved in the development process to create investment and business opportunities in the County. In response to our growing population, we will present a skilled workforce that will appeal to businesses and industries that create jobs and employment. We are focused on growing local ownership and entrepreneurship in our own community. We are a thriving community with a lot of value-added developments that support our appreciation of our beautiful environment, with year-round events that celebrate our winters and take advantage of our natural environments. Our businesses are self-sustaining because of a strong and growing population.

LEVEL OF SERVICE



The Council reviewed the extent and costs of the services the County provides to our residents. While faced with the unpredictable cost of goods and services and inflation pressures, the County has been resolute to continue to provide our excellent levels of services.

In moving forward, the County will strive to minimal taxation increases while continuing to provide the same high-quality levels of service to our residents.





Councillor's Report

February 7 – 28, 2023

From Councillor Linda Fenerty, Division 2

February 13, 2023 – North East Muni-Corr Ltd – via Zoom (10:00 a.m.)

- Timbers for the trestle will be picked up in March. Location is Ashton Creek / timbers are 16' creosote timbers. Report was given by **RRTS (Riverland Recreation Trail Society)** – they are looking at applying for grants to install permanent signs. Works continues with McElhanney to complete the Iron Horse online profiles as part of the TransCanada Trail Classification System. The Trans Canada Trail offers a wide range of activities through urban and rural areas, through greenways, waterways, and roadways. 28,000 km from east coast to west coast, if you are interested in hiking, cycling, paddling, riding horseback, cross-country skiing, or snowmobiling, the trail can help you. The Society has submitted two Expressions of interest for some federal funding (through the National Trails Coalition). The CFEP grant was declined because the funding organization determined there were enough funds to complete the project without getting the grant. **Alberta's Lakeland Destination Marketing Organization (Lakeland DMO)** – Marianne has been attending meetings with Travel Alberta and The Group Solutions regarding tourism in the area. She is working on new display panels for the tradeshow booth. PrairiesCan grant has been applied for. New business: bank account access – discussion regarding online banking (pluses & minuses) i.e. having 2 signatures, etc. Motion was made to bring this to Policy Meeting. Controller's reports and all financial reports were gone over. JMD Group is working on year-end. Next meeting: March 13, 2023 via Zoom

February 16, 2023 – Brownlee LLP Emerging Trends in Law Seminar – Chambers (via Zoom)

February 16, 2023 – Community Futures – via Zoom – 5:30 p.m.

- We went through loan portfolio (no changes). There will be some write-offs as they are not collectable. Nothing extraordinary to report on financials. Penny presented Manager's Report. She has a number of projects on the go, i.e. Connect for Food – completed funding application, Registration for Lemonade Day opens March , attending all Chamber AGM's, completing T-4's, annual returns. Currently she is working on Mannawanis Energy Summit, 100 Cups of Coffee, Head Start in Business (will have a booth at Teacher's Convention)

February 24, 2023 – Northern Lights Library System (NLLS) – via Zoom – 10:00 a.m.

- We went through the Auditor's Report as presented. In their opinion, NLLS operates in accordance with the Canadian public sector accounting standards for government not-for-profit organizations. All other reports were accepted as presented.
- The Executive Committee brought forward a new policy called the Indigenous Advisory Circle. The mandate of this committee is to work cooperatively to provide consultation services to the NLLS Board and its committees regarding Indigenous communities and library development within the NLLS region. One member from each Indigenous Community will be appointed with one of the key responsibilities being obtaining invaluable information on how best to serve their communities, and to support and foster relationships between the Board and residents.
- Policies – additions, deletions, and amendments to policies were presented, all in favor, carried.
- Next meeting is AGM – May 26, 2023

Other Meetings

- February 7, 2023 @ 9:00 a.m. – Policy Committee Meeting – Chambers
- February 8, 2023 – Board Development Program (Financial Responsibilities)
- February 8, 2023 @ 6:00 p.m. – Dr. Arian Esterhuisen meet & greet – Smoky Lake Ag Complex
- February 9, 2023 @ 9:00 a.m. – Council Workshop – Chambers
- February 9, 2023 – Board Development Program (Role of the Board Secretary)
- February 13, 2023 @ 2:00 p.m. – Smoky Lake Council & CAO mtg. w/Whitefish Lake Chief & Council
- February 14, 2023 @ 9:00 a.m. – County Departmental Meeting – Chambers
- February 15, 2023 @ 9:00 a.m. – County Council Meeting – Chambers
- February 16, 2023 @ 7:30 pm. – Vilna & District Public Library Meeting
- February 21, 2023 – Special Mtg (Food Bank) – 12:30 p.m./Agriculture Service Board Meeting – 1:00 p.m./MPC Mtg. – 2:00 p.m.
- February 23, 2023 – 5 C's of Crisis Communication – via Zoom – 10:00 a.m.
- February 25, 2023 – Fundraiser for Kosiv Ukraine – Smoky Lake Complex
- February 27, 2023 @ 10:30 – LARA meeting – Ashmont
- February 27, 2023 @ 7:00-8:30 p.m. – Open House for Strategic Plan – Council Chambers

Councillor Report
February 7 – March 7, 2023

Feb. 07: Policy Committee Mtg. Discussed snow clearing, flags as well as cold weather and equipment mobilization.

Feb. 09: Efficiencies Workshop. Discussed numerous recommendations to improve efficiencies as well as some tips and tricks for time management.

Feb. 13: Mtg. with Whitefish Band council.

Feb. 14. Departmental Mtg.

Feb. 15. Regular Council Mtg.

Feb. 16: Emerging Trends in Municipal Law, Brownlee.

Feb. 21: Special council mtg. Discussed Food Bank insurance.

Feb. 21: Ag. Services Board mtg.

Feb. 21: MPC mtg.

Feb. 22: Leadership mtg. sponsored by FCSS, curling rink. Guest speaker: Ian Hill

Feb. 27: Strategic Plan Open House

Mar. 01: Townhall mtg. with Minister of Municipal Affairs regarding Budget 2023

Mar. 01: Webinar out on by Alberta Counsel regarding Budget 2023

Respectfully submitted,

Dominique Cere
Division 3



Reeve's Report

February 6, 2023 to March 10, 2023

February 7, 2023 – Policy Committee, in Chambers (All Council in-person)

- Reviewed:
 - Policy Statement No. 13-01 Surface Lease of Municipal Owned Properties.
 - Policy Statement No. 01-35: Flags Half Mast.
 - Policy Statement No. 03-35-12: Snow Clearing.
 - Policy Statement No. 03-40-04: Cold Weather – Equipment Mobilization.

February 8, 2023 – Medical Services Meeting, in Town of Smoky Lake Chambers (Lorne in-person)

- Discussion was held with District AHS Representatives on all types of Health Services such as mental health, addictions support, child services, domestic violence etc. that can be delivered out of the Smoky Lake and/or Vilna Health Centers or other owned/operated AHS Buildings in the Smoky Lake Region.
- Two cohort Registered Nurses are projected to come to/work out of the Smoky Lake Hospital in Q/4, 2023 which will help to keep all the 12 acute hospital beds open.
- .6 FTE Occupational Therapist is now working in the Smoky Lake Region focusing on youth work/therapy.
- RhPAP high school student Medical Skills event to be set up hopefully for 2023.
- Discussion/ working on Medical Training dual credited program for the Smoky Lake Region Schools.

February 8, 2023 – Doctor Retention & Recruitment - Medical Services Briefing + Meet & Greet, in Smoky Lake (All Council in-person)

- Met a potential new doctor for the Smoky Lake Region: Dr. Arian Esterhuizen and her family.

February 9, 2023 – Council Workshop Training, in Chambers (All Council in-person)

- Reviewed the administrative efficiencies that are being implemented for awareness of what to expect going forward.

February 13, 2023 – Whitefish Lake First Nation #128 Meeting, at their Band Office (All Council in-person)

- Discussed in respect to common concerns, interests, and potential partnership opportunities, including but not limited to a potential project for Range Road 130.

February 13, 2023 – Northeast Mayors, Reeves and Indigenous Leaders Caucus Strategy Discussion (Lorne virtually)

- Discussed with the lobbyist the final version of the strategy plan and appointed plan speakers.

February 14, 2023 – Council Departmental Meeting, in Chambers & Virtual (All Council in-person)

- Received reports from manager and departments on their activities.
- Approve to host a barbeque lunch event for the 2023 Farmers & Ranchers Appreciation Day, Friday, June 9, 2023 from 11:00 a.m. to 2:00 p.m., at the Smoky Lake Agricultural Complex.

February 14, 2023 – Dr. Ret. & Rec. Meeting (Lorne in-person)

- Met with doctors to discuss/finalize new doctor logistics etc.

February 15, 2023 – Council Regular Meeting, in Chambers (All Council in-person)

- Authorized Lorne & Linda to attend the Federation of Canadian Municipalities (FCM) Annual Conference & Trade Show, May 25-28, 2023 in Toronto Ontario.
- Adopted Policy Statement No. No. 02-36-01: Peace Officer Uniform and Equipment.



Reeve's Report

February 6, 2023 to March 10, 2023

- Approve to purchase a gift for the Town of Smoky Lake in celebration of their 100th anniversary.
- Appointed external members to the Assessment Review Board.
- Gave final reading to Bylaw No. 1430-23: Planning & Development Public Hearing Procedures.
- Executed the FRIAA FireSmart Program Project Grant Agreement for \$40,000 towards the "Smoky Lake County Wildfire Mitigation Strategy for Lake Resort Communities".
- Approved \$6,000 towards the 3rd Annual Junior Firefighter Summer Day Camp 2023.
- Amended Policy Statement No. 13-01-03: Surface Lease of Municipally-Owned Properties.
- Approved to purchase memberships to Alberta Fire Chiefs Association (AFCA) for the County Fire Chief, Deputy Fire Chief and two Elected Officials for \$180 each and authorize Jered & Dominique to attend the 2023 AFCA Conference and Tradeshow, on May 28-31, 2023.
- Approved to expend up to \$109,255 from reserves for 2023 digital aerial photography for the County's GIS mapping system; and acknowledged the funds required may be in a less if the 2022-2023 Alberta Community Partnership (ACP) Grant application is successful.
- Approved the Doctor Retention & Recruitment Budget with a County contribution of \$14,640.
- Agreed to execute the 2023 Lakeland Agricultural Research Association (LARA) agreement for enhanced ag extension programming at a cost of \$55,000.
- Approved the CAO's Efficiencies Report, dated February 9, 2023 with 22 recommendations.
- Approved to compensate the CAO \$500/month for his work with the Hwy 28/63 RWSC, from funds received from the Commission as the managing partner.

February 15, 2023 – Bellis Board of Trade, in Bellis (Lorne in-person)

- Discussion on bringing water to the Hamlet of Bellis, potential health services for the Smoky Lake Region, potential Regional Fire Services, theft/crime prevention in Hamlet of Bellis/area, unsightly premises in Hamlet of Bellis, lobbying to open Smoky Lake Courthouse, lobbying for Highway 28 upgrades, Tourism/Oil & Gas/Ag/Forestry activities, new doctor coming to Smoky Lake Region, Veterinary vacancy, Bellis Curling Rink upgrades and the Drive Happiness Program in the Smoky Lake Region.

February 16, 2023 – Brownlee LLP's Emerging Trends in Municipal Law, virtual from Council Chambers (Lorne, Linda, Jered and Dominique in-person)

- Topics presented included:
 - Constructive Takings. The Impact of Annapolis on Municipal Authority to Regulate Lands
 - Complex Developments – Alberta is Calling – Local Economic Development
 - Man the Ship – Cybersecurity Breaches in the Public Sector Making Waves
 - Even Miracles Take a Little Time – Sometimes Land Takes Longer
 - Case Law and Legislative Update

February 16, 2023 – RCMP KMOSS Meeting (Lorne in-person)

- Met with RCMP Members to discuss a new RTALK system replacing the KMOSS system for after hours RCMP Service for Detachments without 24-hour coverage. This new system has a trained dedicated team following operating procedures with better/consistent communication/service with future support services such as mental health etc.

February 17, 2023 – Northeast Alberta HUB, in St. Paul (Lorne in-person)

- Three new HUB Members were introduced (Frog Lake First Nation, Athabasca County and Aerium Analytics).



Reeve's Report

February 6, 2023 to March 10, 2023

- HUB Executive Director went over the operations plan/ budget announcing that the Government of Alberta funded \$125, 000 to all 9 REDA's across the province. NRED Grant was applied for by the HUB.
- Treasure went over the budget including a GIC update with all in good standing.
- Travel Alberta gave a presentation on Tourism Priorities with the Northeast being one of them being called the Northeast – Lakelands.

February 21, 2023 – Council Special Meeting, in Chambers (All Council in-person)

- Council agreed to accept the Smoky Lake Food Bank as an Additional Named Insured through RMA Insurance Agencies under the County's Insurance Umbrella. This was a special meeting to accommodate timing of a grant application made by the food bank and the grant requirement for insurance.

February 21, 2023 – Agricultural Service Board, in Chambers (All Council in-person)

- Reviewed & recommended Policy Statement No. 62-10-08: Agricultural Service Board Business Plan, be amended by County Council.
- Received a verbal update from the Lakeland Agricultural Research Association (LARA).
- Agreed to host the Northern Regional Agricultural Service Board Conference on Nov. 3, 2023.

February 21, 2023 – Municipal Planning Commission, in Chambers & Virtual (All Council in person)

- Approved Development Permit No. 002-23: PLAN 0722038, BLOCK 1, LOT 1 (PT. SW-26-59-13-W4M) for a Kennel (Animal Breeding and/or Boarding Facility), subject to conditions.

February 22, 2023 – You Make the Difference Campaign, Smoky Lake Curling Rink (Lorne, Dominique & Jered in-person)

- The region of Smoky Lake has received a timely opportunity to partner with Ian Hill; a humanitarian, business leader and social innovator. The 2023 YMTD Rural Community Action Campaign Tour, powered by Ian Hill (The Changing Point), is a creative approach to engage, inspire, and equip the people that make a difference in our communities.
- A key element of the campaign is "100 cups of Coffee", which aims to align community influencers around common vision and goals.

February 23, 2023 – Alberta Lakeland Destination Marketing Organization, (Lorne virtually)

- Tourism initiatives were discussed such as partnerships with Kalyna Country, Travel Alberta and municipalities.
- Budget was discussed with all in good standing.
- Brand identity and feature landing pages are being refined.
- Travel Alberta Tourism Development Zone Strategy for the Northeast is being worked on.

February 25, 2023 – Ukrainian Twinning Gala (Lorne, Linda & Dan in-person)

- Attended the gala representing the Ukrainian Twinning Committee and County.

February 27, 2023 – County Strategic Plan Open House, in Chambers & Virtual (All Council in-person)

- Presented the draft Strategic Plan for 2023-2025 and received public feedback.



Reeve's Report

February 6, 2023 to March 10, 2023

February 28, 2023 – Government of Alberta Question Period and 2023 Budget Release at Parliament Building with MLA (Lorne in-person)

- Attended Question Period and the 2023 Budget Release with the MLA, representing the County and Region, building relationships, partnerships etc.

March 1, 2023 – GOA Municipal Affairs Town Hall (Lorne by phone)

- Attended the Municipal Portion of the Budget Release discussing MSI, LGFF, STIP, Library Funding etc.

March 1, 2023 – Alberta Council GOA Budget Release Session (Lorne, Dan, Dominique & Linda virtually)

- Attended this session to gain a better understanding of the 2023 Budget from a different perspective with Alberta Council stating there is nothing really different from the 2022 budget. However, one must look at all the budget details for precise details.

March 7, 2023 – RCMP Liaison Committee, in Chambers (Lorne & Linda in-person)

- Discussed Emergency Preparedness Day event during EP Week 2023: May 7 to 13 which is scheduled for Friday, May 5 11am to 2pm with a mental health, cyber security and property security theme.
- RCMP reported that the member complement is full, Emcon Highway Maintenance Contractor Signs are needed in our Region, Victim Services in Smoky Lake has dissolved and is now serviced out of Lac La Biche and they are looking for a local rep. and, a new administrator is starting who has court experience which is a great asset.
- Fish & Wildlife - Sheriff reported that there was no/is no major issues/calls recently, all their vehicles and uniforms will have new decals and wildlife mainly deer are damaging hay bales in the region.
- Smoky Lake Fire Department is looking to partner with Fish & Wildlife - Sheriff for UTV/ATV training and a basic 101 water safety/rescue course.
- Smoky Lake County CPO reported just minor issues dealing mainly with dogs and is gearing up the CPO truck and uniform.

March 7, 2023 – Event Engagement with Local Entrepreneur (Lorne in-person)

- Attended an event to build relationships, partnerships etc. for regional tourism, business development etc.

March 6, 7 & 10 2023 – Public Works Manager Interviews, in Chambers (Lorne in-person)

- Attended 5 interviews for the Public Works Manager Position.

March 8, 2023 – Economic Development Association EDA – Ask an Expert Session (Lorne virtually)

- Discussed the importance of economic development including a committee in rural.
- FOCUS (Fun/Fellowship, Organizational/Operational Clarity, Connectiveness/Communication, Understanding Roles/Opportunities, Satisfaction/Significance/Success).



Reeve's Report

February 6, 2023 to March 10, 2023

March 9, 2023 – Hwy 28/63 Regional Water Services Commission, in Chambers & Virtual (Lorne & Dan in-person)

- Received the regular financial, manager, & engineer reports.
- Adopted the 2022 Financial Statements.

March 9, 2023 – Alberta HUB Meeting (Lorne virtually)

- Discussed Economic Development for the region including the Regional Community Development Committee RCDC function, Community Economic Development Officer CEDO Position etc.

For more information, please visit the Smoky Lake County Website under Council Meeting Minutes and Agendas. www.smokylakecounty.ab.ca

Yours Truly,
Lorne Halisky, Smoky Lake County Reeve, and Councillor Division 4

Councillor's Report

February 9th – March 6th, 2023

Jered Serben, Division five

Smoky Lake Fire Department

February 27th

- Discussion regarding budgets
- Discussion regarding training and the lack thereof (*Note: Fire Chief Cozicar announced that any and all training is available to all members on request)
- Discussion regarding attendance to calls and the lack thereof (volunteers on shift work, etc.)
- Discussion regarding member commitment
- Discussion regarding gym fees quote from VTAS (Victoria Trail Ag. Society)
- Discussion regarding a public information Newsletter being published and distributed monthly

Smoky Lake Ag. Society

March 6, 2023

- Upcoming Casino, April 7th
- STARS April 15th (sold out)
- Projector, need tech advice to update
- Ice plant maintenance issues
- General maintenance on the building, floors, bleachers, etc.
- Successful Charity hockey tournament

General Attendances

- February 8th, Doctor meet and greet
- February 9th, Council Workshop
- February 13th, Whitefish Band. Council to Council
- February 14th, Departmental meeting
- February 15th, Regular Council meeting

- February 16th, Brownlee Municipal Law seminar
- February 21st, Special Council meeting (Food Bank insurance)
- February 21st, ASB meeting
- February 21st, MPC meeting
- February 22th, Leadership meeting (100 Cups of coffee) FCSS
- February 27th, Strategic Plan open - house
- February 27th, Smoky Lake Fire Department meeting
- March 6th, Smoky Lake Ag. Society
- March 6th, Rural Crime Watch



Smoky Lake County

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P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

Phone: 780-656-3730
1-888-656-3730

Fax: 780-656-3768
www.smokylakecounty.ab.ca

February 14, 2023

Métis Nation of Alberta (MNA)
Attn: Ron Henderson, Energy and Sustainability Manager
Delia Gray Building, 11738 Kingsway NW
Edmonton, AB T5G 0X5
Email: RHenderson@metis.org

Via Email

RE: Letter in Support of the Métis Nation of Alberta's Climate Change Action Plan

To Whom it may Concern,

On behalf of Smoky Lake County, thank you for this opportunity to provide a letter in support of the Métis Nation of Alberta's Climate Change Action Plan.

Climate change is an issue close to many Métis peoples' hearts. While Métis people may be more susceptible to the impacts of climate change due to a close connection with the land, their core values of sustainability and environmental stewardship also align with the benefits of climate change adaptation and mitigation action. This is therefore exactly why MNA citizens have directed the MNA to act on climate change. Projects like MNA Climate Change Action Plan allow the MNA and MNA citizens to benefit from the multiple social and economic advantages of climate action projects.

For decades now, Smoky Lake County has enjoyed several opportunities to collaborate and partner directly with the MNA. I have no doubt that this important relationship will continue to grow, thereby allowing us to support each other and succeed.

Smoky Lake County looks forward to collaborating with the MNA in its important climate leadership work, which is certainly worthy of recognition with the likes of an Emerald Award. Please contact me on my cell at 780-653-3730 or by email at lhalisky@smokylakecounty.ab.ca should you have any questions. Sincerely,

A handwritten signature in black ink, appearing to read "Lorne Halisky", written over a circular scribble.

Lorne Halisky,
Reeve & Division 4 Councillor, Smoky Lake County

cc: Smoky Lake County Council & CAO



Smoky Lake County

10.b

P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

Phone: 780-656-3730
1-888-656-3730

Fax: 780-656-3768
www.smokylakecounty.ab.ca

February 14, 2023

Métis Crossing
Box 548, Smoky Lake, AB T0A 3C0
Email: jmarois@metis.org

Via Email

RE: Letter in Support of Métis Crossing's Application to the Green and Inclusive Community Buildings (GICB) Program

To Whom it may Concern,

On behalf of Smoky Lake County, thank you for this opportunity to provide a letter in support of Métis Crossing's application under the Green and Inclusive Community Buildings (GICB) Program.

For decades now, Smoky Lake County has enjoyed a collaborative relationship directly with the Crossing, and the Métis Nation of Alberta (MNA). Indeed, our shared Town-County-MNA-led Victoria District Economic Development Strategy, and establishment of a Municipally Controlled Corporation (MCC), are perfect examples of how we can work together for the health, betterment, and sustainability of our communities.

The GICB Program supports green and accessible retrofits, repairs or upgrades of existing public community buildings and the construction of new publicly accessible community buildings that serve high-needs, underserved communities across Canada. The Program also supports the first pillar of the Strengthened Climate Plan by improving the places Canadians live and gather. These goals directly reflect Métis Crossing, which is itself supported by the values articulated in our Municipal Development Plan (MDP) and other strategic-level guiding documents.

Smoky Lake County looks forward to continuing to collaborate with Métis Crossing. We have benefited immensely from this close working relationship, and I have no doubt that it will continue to grow. Please contact me at 780-653-3730 or by email at lhalisky@smokylakecounty.ab.ca should you have any questions. Sincerely,

Lorne Halisky,
Reeve & Division 4 Councillor, Smoky Lake County

cc: Shannon Stubbs, MP for Lakeland; shannon.stubbs@parl.gc.ca;
Glenn vanDijken, MLA for Athabasca-Barrhead-Westlock; Athabasca.Barrhead.Westlock@assembly.ab.ca;
Tiffany Shaw, Architect, Reimagine Inc.; tshaw@reimagine.ca;
Smoky Lake County Council & CAO

Batch No.: AM00283

February 21, 2023

Mr. Gene Sobolewski
Chief Administrative Officer
Smoky Lake County
PO Box 310
Smoky Lake AB T0A 3C0
E-mail: cao@smokylakecounty.ab.ca

Dear Mr. Sobolewski:

**Re: Alberta Community Partnership (ACP) – Intermunicipal Collaboration Component
Time Extension – Project No. 2122-IC-4**

This letter regards a time extension amendment for Smoky Lake County's Smoky Lake Region Municipal Development Guidelines and Minimum Servicing Standards project, funded by a 2021/22 ACP grant of \$200,000.

On behalf of the Honourable Rebecca Schulz, Minister of Municipal Affairs, the extension of the project completion date from March 31, 2023, to April 30, 2024, has been approved. Please indicate your agreement with this amendment by signing where indicated and returning a copy of this letter.

Except for the amendment specified above, all other provisions of the Original Agreement as amended from time to time remain in full force and effect.

We recognize the municipality's commitment to the project and strongly encourage Smoky Lake County to complete it by April 30, 2024, as future time extensions may not be granted.

If you have any questions or concerns, please contact Beverly Wardell at 780-415-8669 (toll-free 310-0000), or email acp.grants@gov.ab.ca.

I look forward to learning of the successful completion of your project.

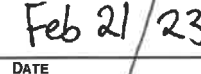
Yours truly,


Janice Romanyshyn, Executive Director
Grants and Education Property Tax

Agreed


DULY AUTHORIZED SIGNING OFFICER
SMOKY LAKE COUNTY


Gene Sobolewski, CAO
PRINT NAME AND TITLE


Feb 21/23
DATE



ALBERTA
TRANSPORTATION AND ECONOMIC CORRIDORS

*Office of the Minister
MLA, Innisfail-Sylvan Lake*

January 12, 2023

AR 92142

Mr. Lorne Halisky
Reeve
Smoky Lake County
P.O. Box 310
Smoky Lake, AB T0A 3C0
lhalisky@smokylakecounty.ab.ca

Dear Reeve Halisky:

Thank you for your December 14, 2022 letter to Honourable Premier Danielle Smith and myself regarding the condition of Highway 28.

Highway safety is a top priority for Transportation and Economic Corridors. The department's goal is to balance funding challenges with the need for maintenance activities that relate to public safety, while still providing an acceptable overall level of service.

In 2018, the department completed a Highway 28 corridor study from Edmonton to Cold Lake. The study recommended several improvements to be implemented as part of future rehabilitation projects. These improvements include intersection upgrades, grade widening, curve reconstruction, passing lanes, and safety rest areas. The intent of the recommendations was to improve the safety and performance of the highway corridor, while also prioritizing improvements in order to maximize the lifespan of the existing infrastructure.

Although portions of Highway 28 near Edmonton are already twinned, the portion of Highway 28 between Bonnyville and Cold Lake is nearing the threshold for twinning, and the department is monitoring and planning accordingly. Twinning will be considered for prioritization and funding along with similar projects from across the province.

The section of Highway 28 between Smoky Lake and Bonnyville is approaching the warrants for consideration of passing/climbing lanes, and department staff are monitoring and planning accordingly for this section as well. Passing/climbing lane projects, along with all other projects from across the province, will be considered annually for prioritization and funding.

.../2

The department reviews several factors when evaluating pavement condition, including traffic volumes, pavement quality, roughness, existing structure, local information, visual inspections, and surface distress. This data is used to determine when the road is expected to need rehabilitation. The data is also used to prioritize rehabilitation projects from across the province for inclusion in the Provincial Construction Program in order to ensure a fair process for all regions.

The Highway 28 corridor has seen considerable investment over the past several years. Completed projects include:

- intersection improvements at Highway 28 and Highway 892 at the Hamlet of Ardmore, intersection improvements at Highway 28 and Highway 657 at the Hamlet of Fort Kent, and signalization at Highway 28 and 54 Avenue in Bonnyville;
- construction of the roundabout at Highways 28 and 831;
- grade widening, including passing lanes, north of Highway 28A to Highway 651 (10 kilometres);
- reconstruction of three curves in the Redwater area;
- overlay of Highway 651 to west of Highway 827 (15 kilometres);
- overlay west of Highway 827 to Highway 829 (nine kilometres);
- overlay east of Highway 831 to west of Smoky Lake (eight kilometres);
- intersection improvements at Highways 28 and 855; and
- intersection improvements at the Highway 28/Smoky Lake access.

The Government of Alberta has placed a priority on creating jobs by moving forward with Alberta's Recovery Plan, and a large part of this plan is focused on developing and enhancing economic corridors throughout the province. As part of future planning, economic benefits will be an additional consideration going forward. As such, I can confirm that the condition of Highway 28 will be considered as part of the capital planning process. In the meantime, the highway maintenance contractors will continue to monitor the condition of Highway 28 to ensure safety-related issues, such as potholes and smaller pavement failures, are addressed in a timely manner.

Our government recognizes the important role that Northeastern Alberta and Highway 28 play in our provincial economy, and we are committed to making the best use of the province's resources and striking a strategic balance between building for today and ensuring future sustainability. My department carefully considers a variety of factors when assessing and prioritizing provincial highway projects across the province. For highway projects, safety and technical factors such as traffic type and volume as well as the physical state of the highway are considered. Socio-economic factors, such as revenue generation and other provincial priorities, also factor into funding allocations for highway projects.

.../3

If you have any further questions, please contact Mr. Michael Botros, Regional Director. Mr. Botros can be reached toll-free at 310-0000, then 780-305-2405, or at michael.botros@gov.ab.ca.

Thank you for taking the time to share your support for provincial investment for Highway 28.

Sincerely,



Honourable Devin Dreeshen, ECA
Minister of Transportation and Economic Corridors

cc: Honourable Danielle Smith
Premier of Alberta

Glenn van Dijken
MLA for Athabasca-Barrhead-Westlock

Michael Botros
Regional Director, Transportation and Economic Corridors



24 February 2023

Smoky Lake County
PO Box 310, 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0

To Whom It May Concern,

On behalf of the Vilna/Bellis Citizens on Patrol, I would like to thank you for your generous support in previous years and your pledge to continue that support this year. As requested, we have submitted an audited financial statement annually which shows that we use your donation dollars responsibly.

The majority of the funds are spent covering volunteer expenses incurred patrolling our communities. We recruited some new members last year that have greatly boosted our patrolling hours, supporting the RCMP in their tireless efforts in crime prevention. Previously our members have also provided security for local events, such as the RCMP annual Regimental Ball. Lastly, funds are usually used to provide education for our members. Thanks to your prior support, we have sent multiple members to ACOPA's annual convention which includes a variety of topical speakers each year.

In previous years, our members worked hard raising funding for our group by selling raffle tickets, silent auctions, and garage sales. We have a great group of members who selflessly donate their time for the betterment of our community. We would like to request \$3000.00 again this year.

Now more than ever, we rely on your financial support to allow us to continue patrolling and educational activities for the prevention of crime in our community. We are the eyes and ears for our local RCMP, and appreciate the financial aid provided so that we can continue this work.

Sincerely,

Leanna Schoepgens
Treasurer, Vilna Citizens on Patrol Association
Phone: 780-656-0281
PO Box 193, Vilna, AB T0A 3L0
Corp. Access No. 5014803893

FEB 2 2023

Audited Financial Statement

Vilna Citizens on Patrol Association
Jan 01-Dec 31, 2022

Assets

Beginning Bank Balance	15,452.35	
Equipment	2,000.00	deducted for depreciation

Revenue

Donation-County	3,000.00	
Donation-Other	0.00	
Raffle Ticket Sales	7,450.00	
Membership Dues	11.00	
Silent Auction, 50/50, etc	1,444.65	
Interest earned	4.17	
Tent Rental	0.00	
Total Income		11,909.82

Expenses

Advertising	131.25	
ACOPA membership	50.00	Waived/Pandemic
Meeting Hall rental	200.00	
Convention	600.00	
Courses & Workshops	0.00	
GST paid		
Insurance		Inv for 180 Rec'd Dec 6/22 due Jan 2023
Meals & Entertainment	1,032.08	
Other		
Postage	0.00	
Patrolling/Meeting Mileage	1,014.00	
Bank Charges	0.00	
Raffle Ticket printing	334.48	Raffle Lisc:N/C-done on line
Raffle Prizes (Meat, etc)	2,150.00	
Supplies	218.02	
Travel & Hotels(ACOPA convention)	452.35	
Total Expenses		6,182.18

Balance

Beginning Bank Balance	15,452.35	
Add: Total Income	11,909.82	
Less: Total Expenses	6,182.18	
Ending Bank Balance		21,179.99
Outstanding Chq		+ 100.00
Outstanding Deposit		- 220.00
Bank Statement Balance December 31,2022		21,059.99

This financial statement has been reviewed and approved by:



 Marylou Savic, Vice President Vilna COP



 Leroy Konyk, Secretary Vilna COP



 Prepared by Treasurer, Leanna Schoepgens January 25, 2023

From: Glenn van Dijken <Glenn.vanDijken@assembly.ab.ca>
Sent: Friday, February 24, 2023 5:39:51 PM
To: Brian Hall <BHall@athabascacounty.com>; Lorne Halisky (lhalisky@smokylakecounty.ab.ca)
<lhalisky@smokylakecounty.ab.ca>
Cc: Julianna Durham <Julianna.Durham@assembly.ab.ca>
Subject: Budget Address

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brian and Lorne,

Here is the information I received regarding guests for the budget address Tuesday, February 28:

Good afternoon Members,

*In order to allow your guests proper time to go through security and get seated in the gallery we ask that they arrive between 2:45 p.m. and 3:00 p.m. at the 4th floor security station. **All guests must be seated by 3:10 PM.** Budget speech starts at 3:15 pm.*

Passes must be picked up by Friday, February 24 from Katy Anderson, in room 208 of the Legislature. Please note that your guests must present a physical budget pass to Security before they can enter the Legislature.

*Guests should arrive at the **West entrance** of the Legislature Building. You may wish to inform your guests that there is no parking available at the Legislature Building and parking is limited in the area.*

My Legislature assistant, Julianna, has picked up the passes, so we will have them available for you when you arrive.

I have to be in the chamber for question period at 1:30 pm. If you wish to come in early, I would be available for lunch and you could attend QP as well.

I will touch base with each of you on Monday to finalize plans, but feel free to contact me anytime if you have any questions.

Glenn van Dijken, MLA
Athabasca-Barrhead-Westlock
Athabasca.Barrhead.Westlock@assembly.ab.ca
Phone: 1-780-674-3225





265 East 400 South | Box 291 | Raymond | Alberta | T0K 2S0 | 403 752-4585 | www.abfarmsafety.com

January 9, 2023

Smoky Lake County
Box 310
Smoky Lake Alberta T0A 3C0

Dear Amanda Kihn,

We here at the Farm Safety Centre, first and foremost want to express our sincere gratitude for your generous support of the Safety Smarts program and the Farm Safety Centre. Your donations have made it possible for us to deliver vital farm safety education to children in rural and remote schools throughout Alberta for the past 25 years. In the 2022 calendar year, our team delivered 1,676 Safety Smarts presentations to 36,413 elementary students in 399 rural elementary schools across the province.

We are proud to report that since the program's inception in 1998, a total of 833,877 rural children have benefited from Safety Smarts learning and engagement. This year, we have adapted the program to allow for both virtual delivery via Zoom and safe face-to-face delivery in schools, ensuring that we can continue to reach children despite the challenges posed by the Covid-19 pandemic.

In addition to Safety Smarts, we have also continued to grow our Sustainable Farm Families program, also known as the Rural Health Initiative. This program promotes health, well-being, and safety among rural adults and has been adapted to allow for one-on-one in-depth health assessments and personal education. If your organization is interested in hosting a Rural Health Initiative workshop for families in your area, please let us know.

As you may be aware, the Farm Safety Centre faced a significant funding challenge in 2020 when the Government of Alberta ended all involvement in and support of farm safety learning and extension. This decision resulted in the loss of about 35% of our annual funding in the form of government grants designated for program delivery. We are grateful for the continued commitment of Counties and MDs across Alberta, which has allowed us to keep the Safety Smarts program running this past year.

We are requesting a donation of \$847.00 for the delivery during the 2022 school year. Our request is based on delivery to 242 children at a rate of \$3.50 per student. We hope to continually increase delivery and exceed past numbers with your generous support. If your budget allows, we would be deeply grateful for any support you can provide for the Safety Smarts program and the Farm Safety Centre as a whole.

Once again, we would like to thank you for your kindness and generosity. Your contributions have made a significant impact on our ability to fulfill our mission and make a positive difference in the lives of those we serve.

Each contribution, of any amount, is greatly appreciated and we acknowledge the generous contributions received from your M.D./County in previous years. The continued commitment of Counties and MD's across Alberta have kept the Safety Smarts program viable year after year. Please pass on our sincere thanks to your ASB's.

With this in mind, the Farm Safety Centre is hopeful that in 2023 your organization will consider supporting our extension efforts, as we continue the search for additional funding partners. If this does not work within your budget then a donation of any amount will be greatly appreciated. All contributions are recognized under "Supporters" on our website.

As a charity registered with CRA, any donation to the Farm Safety Center is eligible for a charitable tax receipt. Checks can be made payable to the Farm Safety Centre.

Thank-you for your continued support,



Jordan Jensen | Executive Director
Farm Safety Centre
j.jensen@abfarmsafety.com
403-593-8960
403-752-4585



Keylan Kado / Program Manager
Farm Safety Centre
programs@abfarmsafety.com
403-330-3967

Safety Smarts Totals For Smoky Lake County

January to December 2022

School: County ↑	Total # Students	Total # Pres	School: #	School: Account Name	Date
Smoky Lake County	106	6	1	H.A. Kostash School	2022-05-19
	71	4	1	Holy Family Catholic School	2022-04-05
	57	5	1	Vilna School	2022-11-18
	8	1	1	Smoky Lake Colony School	2022-09-09
Subtotal	Sum 242	16	4		
	Count 4				
Total	Sum 242	16	4		
	Count 4				

Rural Health Initiative



Brought to you by
Sustainable Farm Families

IT'S NEVER TOO EARLY OR
TOO LATE
TO WORK TOWARDS BEING THE
HEALTHIEST YOU

Research into the state of rural health has identified several health and well-being disadvantages faced by rural people which negatively impact their quality of life. The Sustainable Farm Families Rural Health Initiative aims to remedy many of these disadvantages by providing rural Albertans who participate in this program with 3 annual, in-depth physical & mental health assessments. In addition to these health assessments, participants are educated about each aspect of the assessment to ensure they fully understand each of their measurements and know how to better manage their health and well-being. Those who participate in this program are only asked to commit 1 hour of their time each year over the course of the 3-year program.

The preventative approach used by the Sustainable Farm Families Rural Health Initiative takes seemingly healthy people living in rural communities and seeks to either uncover undiagnosed conditions or confirm their healthy status. Since 2014, the Farm Safety Centre has delivered over 135 SFF workshops to more than 1,300 participants across the province. Participant feedback from our external evaluations have identified that 97% of SFF participants felt the workshops were a good investment of their time and that 92% recommended the program to others.

What you can expect in your one-on-one personal health assessment with our Registered Nurses:

- Blood Pressure
- Cholesterol
- Metabolic Age
- Visceral Fat
- Body Mass Index
- Muscle Mass
- Basal Metabolism
- Body Water Percentage
- Bone Density
- Mental Health Assessment
- Blood Sugar
- Diabetic Risk
- Triglyceride Levels
- Oxygen Saturation
- Eyesight

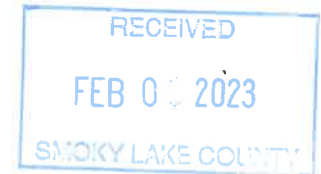
SFF workshops are currently being delivered in rural communities throughout Alberta. For more information about this program or to schedule a workshop for your community or organization please contact Keylan Kado. If you would like to register for an existing workshop in your community, please visit www.abfarmsafety.com.

Keylan Kado | Program Manager
Sustainable Farm Families™ Alberta
programs@abfarmsafety.com

Office: (403) 752-4585 | Cell: (403) 330-3967

February 2, 2023

Lydia Cielin
Assistant Chief Administrative Officer
Smoky Lake County
4612 McDougal Drive
PO Box 310
Smoky Lake AB T0A 3C0



Dear Ms.Cielin:

RE: PEACE OFFICERS

The Peace Officer Appointment requested for **Tate Thomas MURPHY** is enclosed in duplicate. Please keep the original appointment on file in the event it is required for court purposes. The appointee is required to swear an Official Oath in accordance with section 7(4) of the *Peace Officer Act*. Once he has done so, kindly ensure that the appointee receives a copy of his appointment as well as his enclosed identification card.

Should any appointee terminate employment with **Smoky Lake County**, or assume duties for which this appointment is not required, the original appointment and identification card must be returned to this office for cancellation, along with a covering letter advising the date employment was terminated.

An Official Oath form is enclosed for completion and retention on your files.

Sincerely,

A handwritten signature in blue ink that appears to read "Tammy Spink".

Tammy Spink
Manager
Peace Officer Program

Enclosures

From: Evelynne Kobes <evelynne@smokylake.ca>

10.i

Sent: March 2, 2023 9:04 AM

To: Lorne Halisky <lhalisky@smokylakecounty.ab.ca>; Jered Serben <jserben@smokylakecounty.ab.ca>; Linda Fenerty <lfenerty@smokylakecounty.ab.ca>; Dan Gawalko <dgawalko@smokylakecounty.ab.ca>; Gene Sobolewski <cao@smokylakecounty.ab.ca>; Lydia Cielin <lcielin@smokylakecounty.ab.ca>; Patti Priest <patti.priest@smokylakecounty.ab.ca>; Kyle Schole <kschole@smokylakecounty.ab.ca>; Jordan Ruegg <jruegg@smokylakecounty.ab.ca>; Dawn Phillips <cao@smokylake.ca>; Crystal Letwin <finance@smokylake.ca>; Marianne Prockiw-Zarusky <Marianne@smokylake.ca>; Terry Makowichuk <terry@smokylake.ca>; Mel Morton <mel@smokylake.ca>; Amy Cherniwchan <amy@smokylake.ca>; Village of Vilna <vilna@mcsnet.ca>; Leroy Kunyk <kunyk@yahoo.ca>; Tammy-Lynn Thompson <tldr6972@gmail.com>; Paul Miranda <vilnacouncil@gmail.com>

Cc: 'Richard Warren (rickwar1@live.ca)' <rickwar1@live.ca>; Tyson Berlinguette <tjberlinguette@gmail.com>; Bernice Macyk <waskvillage@mcsnet.ca>

Subject: New building slated for Lakeland Catholic's Holy Family School | Lakeland Catholic School Division

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Fantastic news for the Smoky Lake Region.

https://www.lrcssd.ca/our-division/lcsd-news/news/post/new-building-slated-for-lakeland-catholic-s-holy-family-school?fbclid=IwAR3n-2FBARwNlofJPsL5n5aR5D497Is-SIvFUbk4OG5_ONdjXxwUQ4NxI4I

New building slated for Lakeland Catholic's Holy Family School

Mar 1, 2023

LAKELAND - Lakeland Catholic will be getting a new home for Holy Family Catholic School located in Waskatenau, after years of it remaining a top priority for the division.

A replacement school has been included in the 2023 provincial budget.

“We are thrilled to see our Waskatenau school included in this year’s provincial school projects,” said Board Chair Mary Anne Penner. “A new building is needed to support the growing enrolment and programming at Holy Family Catholic School, and this news is truly worth celebrating.”

The current facility was built over several phases, with the main portion of the building constructed in the 1930’s. Two expansions followed.

Over the years, Lakeland Catholic has maintained the building, while keeping the overall replacement of the school at the top of their priority list. Earlier this year, the division met with Minister of Education Adriana LaGrange to emphasize the importance of this project.

“Our school population is continually growing, and we are looking forward to expanding the learning opportunities offered at Holy Family,” school Principal Farrah Ollikka said. “Our entire school community is overjoyed.”

“This is wonderful news for the Holy Family School community and our entire division. This project has been an urgent priority for Lakeland Catholic and we anticipate moving forward with next steps toward preparing for construction and planning for future learning at a brand new school facility,” said Superintendent Pamela Guilbault.

Sent: Thursday, March 2, 2023 6:15:50 PM

To: cao@smokylakecounty.ab.ca <cao@smokylakecounty.ab.ca>; [REDACTED]

Subject: Stop signs

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To: Gene

Reeve council

I am writing you today about stop signs in the Smoky Lake Community. I have been a Smoky Lake County resident for 10 years. A little background on me, I almost lost my daughter in 2019, when a bus driver did not stop at a stop sign.

Over the last 3 years, I have witnessed numerous violations from all walks of life, not stopping at stop signs in our county.

As my daughter is about to be a licensed driver this spring, I am concerned that so many are still not stopping!! Think of your family, would you want to lose a loved one, because someone else didn't stop.

I would like to try and make some kind of awareness campaign in our own community, and maybe save a life!

Here are some simple slogans, I have tried to come up with.

3 seconds will save a life

Stop today live tomorrow

Change starts by Stopping

STOP in the name of love think it over

STOP left right left

Please help me remind people why they NEED to stop!

Thank you
Deanna Thompsett

Sent from my iPad

Summit on the Aging Workforce

June 8, 2023
8AM - 5:30PM

Virtual and In-Person
at the Westin Edmonton

THE POWER OF

Offsetting existing and future labour shortages
the needs of older workers



Canada

Labour Market Development Agreement

The Province of Alberta is working in partnership with the Government of Canada to provide employment support programs and services.

Alberta

CPHR
Alberta

The Edmonton Chamber of Commerce in partnership with CPHR Alberta is proudly hosting the “Summit on the Aging Workforce” on Thursday, June 8, 2023 at @TheWestinEdmonton. Attracting and supporting a diverse workforce is key to the success of any business. With widespread labour and workforce talent shortages threatening growth and sustainability, many organizations are looking at their recruitment and retention strategies. Mature workers, those that are 55 years or older, make up nearly 20% of the labour force and can help offset existing and future labour shortages, and mentor younger workers. Some older workers face barriers to remaining employed, re-entering the labour force, or delaying retirement.

During this full day conference, you will hear from a panel of experts, keynote speakers, and business leaders on the future of the aging workforce. This conference is ideal for business leaders, HR professionals, not for profits, researchers and policy makers.

This event will be hosted both in-person and virtually. Additional speaker and conference details to be released in the coming months. Register Today to secure your spot!

The @EdmontonCHamber in partnership with @CPHRab is hosting the Summit on the Aging Workforce. During this full day conference, hear from a panel of experts, keynote speakers, and business leaders on the future of the aging workforce. Register here <https://tinyurl.com/35pccm72>

Take care

Bob Bezpalko
Executive Director
Cell 780 614 3715
www.albertahub.com



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.



Alberta Municipalities

Strength In Members

2023 ALBERTA MUNICIPALITIES PRESIDENT'S SUMMIT & SPRING MUNICIPAL LEADERS' CAUCUS

MARCH 29 - 31, 2023
THE WESTIN, EDMONTON

PLEASE READ IN FULL

The President's Summit on the Future of Municipal Governance and the Spring Municipal Leaders' Caucus are **separate events**. However, we know that many of our members will want to attend both so we have created one registration page for your convenience.

During the registration process you will have the option to register for one or the other, or both. Please select the admission item that best suits you.

Due to the nature of the event, President's Summit will not be offered virtually. If you select virtual registration you will only have the option to attend the Municipal Leaders' Caucus.

PRESIDENT'S SUMMIT OF THE FUTURE OF MUNICIPAL GOVERNMENT

As the main finding of the Future of Municipal Government project to date is that intermunicipal collaboration is key to building thriving communities, the Summit will focus on factors identified as key to enhancing the effectiveness of collaboration. The Summit will also be designed to reflect another key finding "that one size does not fit all". What collaboration looks like will vary by size, geography and capacity of the municipalities involved.

The Summit will provide participants practical ideas and examples you can adapt to enhance collaboration efforts in your own community. It will also provide you the opportunity to shape Alberta Municipalities advocacy for policy, program and legislative changes needed to support more effective intermunicipal collaboration.

Due to the changeover of events, a boxed lunch to-go will be provided on Thursday, March 30 for attendees who are only participating in the President's Summit.

[OVERVIEW AGENDA \(*subject to change\)](#)

SPRING MUNICIPAL LEADERS' CAUCUS

Join us for the 2023 Spring Municipal Leaders' Caucus (MLC), taking place at the Westin Edmonton on March 30 and 31. This important event will cover key, top-of-mind issues facing your communities, and give you a chance to hear from government leaders ahead of the provincial election. The event will kick off with lunch on Thursday, March 30, and run until lunch on Friday, March 31.

Municipal Leaders' Caucus is only open to elected officials and senior administrators representing a municipality within Alberta.

Requests For Decision (RFD) - Deadline March 6

The Spring MLC also provides an opportunity for members to bring forward Requests for Decisions (RFDs) on issues that should be addressed in advance of the 2023 Convention in September.

Members interested in sponsoring an RFD are encouraged to reach out to advocacy@abmunis.ca, to determine if an RFD is the right tool to bring forward an issue for consideration by ABmunis members. An [RFD template](#) is also available that provides tips on how to draft an RFD. More information on the difference between RFDs and resolutions is available on our webpage on [Requesting Action by Alberta Municipalities](#).

[OVERVIEW AGENDA](#) (*subject to change)

FEES

Full Registration (Both events, in-person) - \$350

President's Summit Only (March 29 to March 30 at noon) - \$200

Municipal Leaders' Caucus Only (March 30 at noon - March 31) - \$200

Municipal Leaders' Caucus Virtual - \$125

*Virtual Attendees

Virtual attendees will have access to watch all agenda items live. Eligible virtual attendees will have the ability to vote on Requests for Decisions. Due to the nature of the event, the President's Summit will not be offered virtually.

Refund Policy

Any cancellation made prior to 4:30 pm on Friday, March 17 will be eligible for a full refund minus a \$10 administrative fee. Any cancellation made between March 17 at 4:30 pm and March 24 at 4:30 pm will be eligible for a 50% refund. Any cancellations made after 4:30 pm on March 24 will not be eligible for a refund. Registrations are transferrable. Please send all cancellation requests or changes to registration@abmunis.ca.

PLEASE NOTE, YOU MUST BE AN ELECTED OFFICIAL OR SENIOR ADMINISTRATOR FROM AN ALBERTA MUNICIPALITIES REGULAR MEMBER OR RMA MEMBER TO ATTEND THE EVENT. IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL REGISTRATION@ABMUNIS.CA. ALBERTA MUNICIPALITIES RESERVES THE RIGHT TO REVIEW, CANCEL, AND REFUND REGISTRATIONS IF NECESSARY.

[Register Now](#)

[Already registered?](#)

[Contact Us](#)

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[Privacy Policy](#)

Information Release	
Date Released	Number/Information Released
February 10, 2023	R21-23: Certificate of Appreciation to D and E Family Grocery for 39 years of service
February 10, 2023	R22-23: Aspen View Board Highlights – February 7, 2023
February 13, 2023	R23-23: LARA Events
February 15, 2023	R24-23: RMA: Contact Newsletter: February 10, 2023
February 16, 2023	R25-23: UCC News Bulletin – February 16, 2023
February 21, 2023	R26-23: LARA: Upcoming Events and Nitrous Oxide Emission Reduction Info
February 21, 2023	R27-23: RMA: Contact Newsletter: February 17, 2023
February 21, 2023	R28-23: Aspen View Public Schools News Release: February 21, 2023
February 23, 2023	R29-23: LARA AGM- March 14, 2023 at Spedden Hall
February 23, 2023	R30-23: Evergreen meeting documents – January 2023
February 28, 2023	R31-23: RMA: Contact Newsletter: February 24, 2023
March 1, 2023	R32-23: NSWA Newsletter: February 2023
Councillor released	R33-23: Alberta Municipal Affairs – Budget 2023 and Municipalities
March 1, 2023	R34-23: Alberta Municipal Affairs – Budget 2023 and Alberta Libraries
Councillor released- March 1 st	R35-23: Alberta Municipal Affairs – Local Government Fiscal Framework (LGFF)
March 7, 2023	R36-23: RMA: Contact Newsletter: March 3, 2023