



SMOKY LAKE COUNTY COUNCIL MEETING AGENDA

Thursday, August 3, 2023 at 9:00 a.m.

Virtual - Meeting ID: 963654563

<https://video.businessconnect.telus.com/join/963654563>

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

- 1) Call to Order
- 2) Adoption of Agenda
- 3) Adoption of Minutes
 - 1) Committee of the Whole Minutes - June 19, 2023
 - 2) County Council Minutes – June 29, 2023
- 4) Delegation- *N/A*
- 5) Public Hearing (*Council Meeting Recessed and undertaken on a Separate Agenda*) - *N/A*

PUBLIC QUESTION AND ANSWER PERIOD - announced between 11:30 a.m. & 12:00 p.m.

- 6) Municipal Planning Commission (*Council Meeting Recessed and undertaken on a Separate Agenda*) - *N/A*
- 7) Business – Requests for Decisions
 - 1) Tax Agreements
 - 2) July Requests for Donations-Ukrainian Orthodox Society of Spedden
 - 3) July Requests for Donations – Smoky Lake Kinette Club
 - 4) July Request for Donations – Junior Golf Program
 - 5) Bridge #BF08200 Repair
 - 6) Policy 02-37-01: Peace Officer Patrol Vehicle
 - 7) Policy 02-36-02: Peace Officer Uniform and Equipment
 - 8) Paving Tender
 - 9) RMA Rural Economic Development Microgrant Program
 - 10) Responsibility for Municipal Streetlights – Village of Waskatenau
 - 11) LUB 1272-14 Amending Bylaw 1437-23/Animal Control Bylaw 1438-23
- 8) CAO Report - *N/A*
 - 1) Disaster Planning Discussion
- 9) Council Committee Reports- *N/A*
 - 1) Division One
 - 2) Division Two
 - 3) Division Three
 - 4) Division Four - **Reeve**
 - 5) Division Five

10) Correspondence

- 1) Disposition – Day Use Area
- 2) Disposition – Recreational Campground
- 3) Alberta Development Officers Week Proclamation
- 4) Bar-V-Nook Lodge 60th Anniversary
- 5) Riparian Policy Workshop
- 6) Letter – Minister Ric Mclver - July 7, 2023 - MSI and CCBF Funding for Smoky Lake County
- 7) Letters – County of Stettler and Special Areas Board – Additional Supports Required for Agricultural Producers in Special Areas 2, 3 and 4
- 8) Northeast Muni-Corr Annual Golf Tournament – August 14, 2023
- 9) Economic Developers Alberta – Ministry Dinner October 18, 2023
- 10) Alberta Rural Connectivity Forum – November 6-7, 2023
- 11) RMA District 5 Event/Meeting

11) Information Release

12) Financial Reports- *N/A*

- 1) Budget to Actual
- 2) Financial Statement
- 3) Cheque Register

13) Next Meeting

14) In Camera

- 1) Personnel Issue in respect to Compensation, under the authority of the FOIP Act Section 27: Privileged Information.

15) Adjournment

SMOKY LAKE COUNTY

Minutes of the **County Council Committee of the Whole Meeting for the purpose of Planning of Monday, June 19, 2023, at 10:02 A.M.** held in County Council Chambers and virtually online through Electronic Communication Technology.

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>Monday, June 19, 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
Interim CAO	Lydia Cielin	Present in Chambers
Executive Svcs/R.S.	Patti Priest	Virtually Present
Plan. & Dev. Manager	Jordan Ruegg	Virtually Present
Planning Technician	Kyle Schole	Present in Chambers

No Members of the Media were present.

No Members of the Public was present.

Delegations Present upon call to order:

1. Larry Dalton, Business Leader, Janus Solutions.
2. Ron Evans, Director and CFO of Yieldbridge Aquaculture Ltd.
3. Andy Popko, VP, Indigenous Relations & Major Accounts, NCSG.
4. Juanita Marois, MA, Chief Executive Officer, Métis Crossing / Board Member of the Smoky Lake Tourism Company (SLTC).

2. Agenda:

665-23: Fenerty

That the Agenda for Smoky Lake County Council Committee of the Whole Meeting for the purpose of Planning, for June 19, 2023, be adopted, as amended: correction to the numbering of the agenda.

Carried Unanimously.

Executive Session (Delegation):

Legal Issue: Commercial Fish Farm Opportunity

666-23: Cere

That Smoky Lake County go into Executive Session under the authority of the FOIP Act Section 16: Third Party Business Interests, to discuss a Legal Issue in respect to a Commercial Fish Farm Opportunity, in the presence of all Council, Interim Chief Administrative Officer, Planning and Development Manager, Planning Technician, and Executive Services Clerk, with the Delegations: Larry Dalton, Business Leader, Janus Solutions; Ron Evans, Director and CFO of Yieldbridge Aquaculture Ltd.; Andy Popko, VP, Indigenous Relations and Major Accounts, NCSG; Juanita Marois, MA, Chief Executive Officer, Métis Crossing / Board Member of the Smoky Lake Tourism Company (SLTC); time 10:05 a.m..

Carried.

Delegations: Larry Dalton, Business Leader, Janus Solutions; Ron Evans, Director and CFO of Yieldbridge Aquaculture Ltd.; Andy Popko, VP, Indigenous Relations and Major Accounts, NCSG; Juanita Marois, MA, Chief Executive Officer, Métis Crossing / Board Member of the Smoky Lake Tourism Company (SLTC); Virtually left the meeting, time 10:41 a.m.

667-23: Serben

That Smoky Lake County go out of Executive Session, time 10:51 a.m.

Carried.

4. **Request for Discussion:**

Update on the Land Use Bylaw (LUB) and Municipal Development Plan (MDP) Refresh

668-23: Halisky That Smoky Lake County Council Committee of the Whole **recommend** the Land Use Bylaw / Municipal Development Plan FAQ Update and the Revision 2, Adjusted Project Charter: Five Small 'Big Ideas', be brought to a Regular Council meeting for consideration of adoption.

Carried.

Draft Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan

669-23: Fenerty That Smoky Lake County Council Committee of the Whole **recommend** the draft Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan be brought to a Regular Council Meeting to consider:

1. accepting the draft Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan as prepared by O2 Planning & Design Inc., for information;
2. providing the same to the various municipal and non-municipal partners for further opportunity to comment; and
3. submitting the said document through Alberta Environment and Protected Areas to the Canadian Heritage Rivers Board (CHRB) and Technical Committee for consideration at its Annual General Meeting currently slated for September 2023.

Carried.

Brownlee LLP's Planning & Development Law Current Trends, Issues & Updates

670-23: Gawalko That Smoky Lake County Council Committee of the Whole **recommend** the Applied Land Use Planning (ALUP) Program presentation slide deck from Brownlee LLP, titled: Planning and Development Law - Current Trends, Issues and Updates, dated May 17, 2023, be acknowledge at a Regular Council Meeting for consideration of sharing the information on the County's Website.

Carried.

Community Planning Association of Alberta (CPAA) Conference Presentation Materials

671-23: Gawalko That Smoky Lake County Council Committee of the Whole **recommend** the slide deck material received from the Community Planning Association of Alberta (CPAA) Conference presentations during May 1-3, 2023, including the City of Fort Saskatchewan's presentation: Restoring a Sense of Place, and City of Edmonton's presentation: Removing Barriers Through Edmonton's Land Use Bylaw, and Beaumont's presentation: Building a Complete Community, be accepted for information.

Carried.

ADJOURNMENT

672-23: Serben That the Smoky Lake County Council Committee of the Whole for the purpose of Planning Meeting of June 19, 2023, be adjourned, time 11:25 a.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER

protect your property, your family and your community by registering your security camera(s) with the RCMP.

- Mental Health and wellness important managing time
- Cpl. Roxanne Genereaux is no longer filling in at the Detachment.
- Thursday, September 7, 2023 the Smoky Lake RCMP Detachment is hosting a barbeque lunch event, celebrating 150 years.

Smoky Lake RCMP Detachment – Impromptu Visit

675-23: Fenerty

That Smoky Lake County Council accept the verbal information provided from the Smoky Lake RCMP Detachment Commander: Anita Doktor and the District Advisory Non-Commissioned Officer (DANCO): James Morton, on June 29, 2023, during their impromptu visit.

Carried.

One member of the public, entered Council Chambers, 9:10 a.m.

5. Municipal Planning Commission:

Nil.

6. Public Hearing:

County Council Meeting Recessed

The Smoky Lake County Reeve announced the Council Meeting recessed, time 9:19 a.m.

PUBLIC HEARING:

Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14 & Bylaw No. 1438-23: Animal Control Bylaw

1.0 Opening

The Public Hearing was **called to order at 9:19 a.m.** by the Reeve, Lorne Halisky in the presence of all Council members, Interim Chief Administrative Officer, Finance Manager, and Executive Services Clerk, as well as in the virtual presence of the Planning and Development Manager, Planning Technician, Community Peace Officer, Communications Officer, Interim Agricultural Fieldman, Natural Gas Manager, Municipal Clerk, Fire Chief, and **six members of the public, and no member of the Media.**

Confirmation was provided by the Planning and Development Manager that the Public Hearing had been advertised and notice was provided in accordance with the applicable legislation.

The purpose of the hearing was summarized as:

To obtain public input in regard to Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14 & Bylaw No. 1438-23: Animal Control Bylaw.

2.0 Staff Presentation

Kyle Schole, Planning Technician, provided the following information:

BACKGROUND:

- In Fall 2021, Smoky Lake County undertook a Public Participation opportunity, dealing with Lake RVs, Urban Chickens, and Dark Skies.
- Since that time, the County has hired a Bylaw Officer, enhancing our ability to conduct enforcement.

- The existing Land Use Bylaw (LUB) dating from 2014 currently regulates and restricts the keeping of animal units and restricts keeping any chickens within hamlets.
- In April 2023, Planning & Development Services prepared a Land Use Bylaw Amendment which would require a statutory Public Hearing prior to considering its adoption.
- In May 2023, Enforcement and Protective Services, and Agricultural Services collaborated in preparing an accompanying Animal Control Bylaw for consideration.
- The proposed changes are as follows:
 - To remove the animal control provisions from the Land Use Bylaw to be in a new stand-alone enforcement Bylaw:
 - To allow a minimum of 2 and up to 4 chickens to be kept on parcels of less than 5 acres in area.
 - This bylaw shall not apply to Agriculture General (AG) or Victoria Agriculture (A1) districts.
 - This bylaw shall not apply to the ownership of domestic dogs and cats.
 - To add a definition of “Kennel” or Boarding/Breeding Facility” to the Land Use Bylaw.
- Council gave First Readings to both bylaws at its Regular Meeting of June 1st, 2023.

3.0 Public Presentations Via Written Submissions

There were no written submissions received.

4.0 Public Presentations at the Public Hearing

There were no Members of the Public virtually or physically present who requested to speak **in opposition or in support** of **Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14 & Bylaw No. 1438-23: Animal Control Bylaw.**

5.0 Questions and Answers

Councillor Cere asked: How often would the property be inspected?
Kyle Schole, Planning Technician, answered: On an as needed basis.
Councillor Cere asked: Will the coop structures be inspected?
Kyle Schole, Planning Technician, answered: There is a discretionary nature to it, the welfare of the birds will be the first priority. They must meet the minimum provincial standards.

6.0 Closing Remarks

There being no further presentations, the Reeve thanked all the presenters for their comments and for attending and declared the Public Hearing for **Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14 & Bylaw No. 1438-23: Animal Control Bylaw**, closed, time **9:31 a.m.**

County Council Meeting Reconvened

The Smoky Lake County Council Meeting reconvened, at a call to order by Reeve Halisky, time **9:31 a.m.**, in the presence of all Council members, Interim Chief Administrative Officer, Finance Manager, and Executive Services Clerk, as well as in the virtual presence of the Planning & Development Manager, Planning Technician, Community Peace Officer, Communications Officer, Interim Agricultural Fieldman, Natural Gas Manager, Municipal Clerk, Fire Chief, and **six members of the public, and no member of the Media.**

14. Executive Session:

Personnel Issue: Producer-at-Large Applications to the Agricultural Service Board

676-23: Gawalko That Smoky Lake County Council go into Executive Session to discuss a Personnel Issue, in respect to reviewing applications for the position of Producer-at-Large Member to the County's Agricultural Service Board, under the authority of the FOIP Act Section 17: Third Party Personal Privacy, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, Interim Agricultural Fieldman, and Executive Services Clerk, time 9:33 a.m.

Carried.

677-23: Cere That Smoky Lake County Council go out of Executive Session, time 9:55 a.m.

Carried.

7. Request for Decision:

Agricultural Service Board (ASB) Producer-at-Large – Appointments to the Board

678-23: Serben That Smoky Lake County Council appoint the following applicants to the County's Agricultural Service Board (ASB) for the term ending October 20, 2025:

Tori Ponich, as a Producer-at-Large Member,
Curtis Boychuk, as a Producer-at-Large Member,
Tamara Flondra, as a Producer-at-Large Member,
Kurt Melnyk, as a Producer-at-Large Alternate Member, and
Brett Rurka, as a Producer-at-Large Alternate Member.

Carried.

Agricultural Service Board (ASB) – Appointments to the Board

679-23: Cere That Smoky Lake County Councillor Gawalko and Councillor Serben be appointed as Members to the County's Agricultural Service Board, with Councillor Halisky and Councillor Cere being appointed as the Alternates, for the term ending October 20, 2025.

Carried.

Policy Statement No. 62-19-03: ASB Producer-at-Large: Terms of Reference

680-23: Gawalko That Smoky Lake County Policy Statement No. 62-19-03: Agricultural Service Board Producer-at-Large: Terms of Reference, be amended to include Schedule "B" Oath of Office and Confidentiality Agreement and Schedule "C" Producer-at-Large: Expense Claim; and include a provision to allow appointing Alternate Members: two Producer-at-Large Alternate Members and two Council Alternate Members.

Carried.

Spencer Kotylak, Deputy Fire Chief, virtually joined the meeting, 10:00 a.m.

4. Delegation:

ATCO Electric

Present before County Council from 9:57 a.m. to 10:10 a.m. was ATCO Electric Representative: Andrew Richards, to provide the following verbal information in respect to providing and promoting the 25-minute "ATCO Electric 7 Step to Electrical Safety Presentation", including but not limited to:

- Please invite ATCO to any safety events to provide the presentation.
- Volunteer Firefighters are the greatest risk.
- Our region is number one for line contacts.
- Coordinating with the schools to do presentations.

ATCO Electric

681-23: Gawalko

That Smoky Lake County Council accept the information received on June 29, 2023, from Andrew Richards, ATCO Electric, in respect to the desire to promote the 25-minute “ATCO Electric 7 Step to Electrical Safety Presentation”.

Carried.

ATCO Electric – 7 Step to Electrical Safety Presentation

682-23: Cere

That Smoky Lake extend an invitation to ATCO Electric to incorporate the 25-minute “ATCO Electric 7 Step to Electrical Safety Presentation” into the County’s Annual Safety Meeting, Farmers and Ranchers Appreciation Day, Emergency Preparedness Day, Junior Firefighters Day Camp, and any other appropriate event.

Carried.

7. Request for Decision:

Draft Kisiskaciwanisipi North Saskatchewan Heritage Concept Plan

683-23: Halisky

That Smoky Lake County accept the draft Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan, prepared by O2 Planning & Design Inc., for information as discussed at the June 19, 2023, Committee of the Whole Meeting.

Carried.

Draft Kisiskaciwanisipi North Saskatchewan Heritage Concept Plan

684-23: Cere

That Smoky Lake County provide the draft “Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan”, prepared by O2 Planning & Design Inc., as discussed at the June 19, 2023, Committee of the Whole Meeting, to the various municipal and non-municipal partners for further opportunity to provide feedback.

Carried.

Draft Kisiskaciwanisipi North Saskatchewan Heritage Concept Plan

685-23: Cere

That Smoky Lake County submit the draft “Kisiskaciwanisipi North Saskatchewan Heritage River Concept Plan” as prepared by O2 Planning & Design Inc., as discussed at the June 19, 2023, Committee of the Whole Meeting through Alberta Environment and Protected Areas to the Canadian Heritage Rivers Board (CHRB) and Technical Committee for consideration at its Annual General Meeting currently slated for September 2023, and send a request to meet with the Alberta Minister of Environment and Protected Areas.

Carried.

Royal Astronomical Society of Canada (RASC) Dark Skies Preserve Designation

686-23: Gawalko

That Smoky Lake County provide a letter of support for Métis Crossing’s application for recognition as a Dark Sky Preserve, under the Royal Astronomical Society (RASC) Dark Sky Application Requirements (2020), and provide copies of the said letter to neighboring communities requesting consideration of the same.

Carried.

Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14

687-23: Cere

That Smoky Lake County **Bylaw No. 1437-23: Amendment to Land Use Bylaw No. 1272-14**, for the purpose of amendment for Hamlet Chickens, be given **SECOND READING**.

Carried.

Bylaw No. 1438-23: Animal Control Bylaw

688-23: Fenerty That Smoky Lake County **Bylaw No. 1438-23: Animal Control Bylaw**, for the purpose of providing for the keeping and care of animals in Smoky Lake County hamlets, be given **SECOND READING**.

Carried.

Executive Session:

County Owned Land: Plan 716CL, Block 1, Lot 9, Warspite – Expression of Interest

689-23: Cere That Smoky Lake County Council go into Executive Session to discuss a Land and Legal Issue in respect to County Owned Land: Plan 716CL, Block 1, Lot 9, Hamlet of Warspite - Expression of Interest, under the authority of the FOIP Act Section 16: interests of a third party, Section 24: advice from officials, Section 25: economic interests of a public body, and Section 29: information that is or will be public, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, Planning & Development Officer, Planning Technician, and Executive Services Clerk, time 10:45 a.m.

Carried.

690-23: Serben That Smoky Lake County Council go out of Executive Session, time 11:02 a.m.

Carried.

County Owned Land: Plan 716CL, Block 1, Lot 9, Warspite – Expression of Interest

691-23: Serben That Smoky Lake County Council go into Executive Session to discuss a Land and Legal Issue in respect to County Owned Land: Plan 716CL, Block 1, Lot 9, Hamlet of Warspite - Expression of Interest, under the authority of the FOIP Act Section 16: interests of a third party, Section 24: advice from officials, Section 25: economic interests of a public body, and Section 29: information that is or will be public, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, Planning & Development Officer, Planning Technician, and Executive Services Clerk, time 11:03 a.m.

Carried.

692-23: Serben That Smoky Lake County Council go out of Executive Session, time 11:14 a.m.

Carried.

7. Request for Decision:

County Owned Land: Plan 716CL, Block 1, Lot 9, Warspite – Expression of Interest

693-23: Gawalko That Smoky Lake County **deny** the Expression of Interest in the amount of \$7,875.00 (including G.S.T.) received from Earl O'Hagan, for purchase of the lands legally described as Plan 716CL, Block 1, Lot 9, in the Hamlet of Warspite; and provide a counteroffer in the amount of \$9,875.00, plus GST in the amount of \$493.75 for a total in the amount of \$10,368.75.

Carried.

Bylaw No. 1402-21: Road Cancellation – Part of 51st Avenue – Warspite

694-23: Cere that Smoky Lake County **Bylaw No. 1402-21: Road Cancellation – part of 51st Avenue – Warspite**, for the purpose of closing all that portion of 51st Avenue, lying south of Lot A and north of Lot B, of Plan 8420551, located within the Hamlet of Warspite, be given **THIRD & FINAL READING**, and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

County Owned Land - Road Cancellation – Part of 51st Avenue – Warspite

695-23: Gawalko

That Smoky Lake County Council decline the counteroffer to purchase, received from Mr. Gene Sobolewski, in the amount of \$1,000.00, dated June 9, 2023, for the County Owned Land described as: all that portion of 51st Avenue, lying south of Lot A and north of Lot B, of Plan 8420551, located within the Hamlet of Warspite.

Carried.

One Member of the Public left Council Chambers, time 11:20 a.m.

Brenda Adamson, Finance Manager, left Council Chambers, time 11:23 a.m.

Bylaw No. 1439-23: Smoky Lake Regional Intermunicipal Collaboration Framework (ICF)

696-23: Cere

That Smoky Lake County **Bylaw No. 1439-23: Smoky Lake Regional Intermunicipal Collaboration Framework (ICF)**, between Smoky Lake County, Town of Smoky Lake, Village of Vilna, and Village of Waskatenau as municipalities in a region with some common boundaries, be given **FIRST READING** as amended to reflect an extended timeframe for review from a period of five years to seven years.

Carried.

Moved by Councillor Fenerty that Smoky Lake County **Bylaw No. 1439-23: Smoky Lake Regional Intermunicipal Collaboration Framework (ICF)**, between Smoky Lake County, Town of Smoky Lake, Village of Vilna, and Village of Waskatenau as municipalities in a region with some common boundaries, be given **SECOND READING**.

Carried.

Moved By Councillor Gawalko that Smoky Lake County Council give **unanimous consent for permission for Third Reading to Bylaw No. 1439-23: Smoky Lake Regional Intermunicipal Collaboration Framework (ICF)**, between Smoky Lake County, Town of Smoky Lake, Village of Vilna, and Village of Waskatenau as municipalities in a region with some common boundaries.

Carried Unanimously.

Moved by Councillor Serben that Smoky Lake County **Bylaw No. 1439-23: Smoky Lake Regional Intermunicipal Collaboration Framework (ICF)**, between Smoky Lake County, Town of Smoky Lake, Village of Vilna, and Village of Waskatenau as municipalities in a region with some common boundaries, be given **THIRD & FINAL READING**, and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

Brenda Adamson, Finance Manager, entered Council Chambers, time 11:25 a.m.

Bylaw No. 1447-23: Intermunicipal Subdivision & Development Appeal Board (ISDAB)

697-23: Serben

That Smoky Lake County **Bylaw No. 1447-23: Intermunicipal Subdivision & Development Appeal Board (ISDAB)**, for the purpose of establishing an ISDAB for Smoky Lake County, the Town of Smoky Lake, the Village of Waskatenau, and the Village of Vilna through an ISDAB Agreement, be given **SECOND READING**.

Carried.

Moved by Councillor Fenerty that Smoky Lake County **Bylaw No. 1447-23: Intermunicipal Subdivision & Development Appeal Board (ISDAB)**, for the purpose of establishing an ISDAB for Smoky Lake County, the Town of Smoky Lake, the Village of Waskatenau, and the Village of Vilna through an ISDAB Agreement, be given **THIRD & FINAL READING**, and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

Intermunicipal Subdivision & Development Appeal Board (ISDAB)

698-23: Cere

That Smoky Lake County appoint the following people as members to the **Intermunicipal Subdivision & Development Appeal Board (ISDAB)**, for Smoky Lake County, the Town of Smoky Lake, the Village of Waskatenau, and the Village of Vilna, in accordance with the ISDAB Agreement under County **Bylaw No. 1447-23**:

- Christine Hansen, Grant Gillund, and Gary Henry of Smoky Lake County,
- Amy Cherniwchan of the Town of Smoky Lake,
- Jerry Melnyk, Sylvia Holowach, David Thomas, and Candace Bryks each of Lamont County,
- Margaret Allan Newell and Pat Olchoway both of Thorhild County as Board Members, and
- Kyle Schole - Planning Technician and Jordan Ruegg – Planning & Development Manager, as Clerks,

Carried.

11:33 to 11:33 a.m.

Public Question and Answer Period:

None.

Policy Statement No. 01-07-02: To Sell Portions of Municipal Reserve & Policy Statement No. 07-01-01: Designated Recreational Trails

699-23: Gawalko

That Smoky Lake County Council **rescind** the following policies which are superseded by other policy statements and legislation, as recommend by the Planning and Development Department:

- Policy Statement No. 01-07-02: To Sell Portions of Municipal Reserve, established in 1995 and updated once in 2000, and
- Policy Statement No. 07-01-01: Designated Recreational Trails.

Carried.

Ukrainian Cultural Heritage Village – Sponsorship Request

700-23: Serben

That Smoky Lake County Council approve to promote the Ukrainian Cultural Heritage Village's Ukrainian Day, scheduled for August 20, 2023, on social media and sponsor the event in the amount of **\$500.00** to the Ukrainian Cultural Heritage Village, as an "Activity Sponsor" which includes:

- Quarter page ad in the Ukrainian Day program book (3000+ copies),
- Logo and recognition on the UCC-APC website,
- Prominent Signage at the sponsorship area (banner to be provided by the sponsor),
- Recognition on the acknowledgement page of the Ukrainian Day program book,
- Acknowledgement in UCC-APC newsletter article about Ukrainian Day, and on-line;

As per the sponsor package received from the Ukrainian Canadian Congress of Alberta.

Carried.

Vilna & District Agricultural Society – Sponsorship Request

701-23: Fenerty That Smoky Lake County Council approve to provide funds in the amount of **\$1,000.00, to the Vilna & District Agricultural Society**, as a “Diamond Sponsor” towards Vilna’s Boomtown Days Fair, scheduled for August 18-19, 2023, to include the County’s Logo on printed materials, social media promotion, website promotion, signage at the event, thank-you board recognition, and announcement during their lunch program, as per the sponsorship package received from the Chair of the Vilna Boomtown Days Committee.

Carried.

Smoky Lake Fire Department – Donation Request

702-23: Serben That Smoky Lake County Council approve to provide the Smoky Lake Fire Department with a donation of **\$1,000.00** payable to the Smoky Lake Fire Department care of the Town of Smoky Lake, funded from the Grants to Individuals and Organizations budget, in response to a letter from Juanita Cozicar, Fire Chief, dated June 12, 2023 requesting a donation towards the annual fireworks show scheduled for August 6, 2023 in conjunction with the Smoky Lake Heritage Weekend, honouring the Town’s 100-Year anniversary.

Carried.

Ukrainian Orthodox Society of Spedden – Donation Request

703-23: Fenerty That Smoky Lake County **defer** the request received from Gordon Gordey, Treasurer, Ukrainian Orthodox Society of Spedden, dated May 31, 2024, requesting funding towards their operating shortfall; and request further information in respect to their financial statements.

Carried.

Stry Ukrainian Catholic Recreation Society – Donation Request

704-23: Gawalko That Smoky Lake County Council approve to donate funds in the amount of **\$2,673.24**, funded from the Grants to Individuals and Organizations budget and Municipal Sustainability Initiative (MSI) fund, to the Stry Ukrainian Catholic Recreation Society, in response to the letter received from Bernard Tchir, Treasurer, dated May 31, 2023, requesting funding towards their income shortfall due incurred over the last three years primarily relating to COVID-19 restrictions.

Carried.

Meeting Recessed Meeting recessed for Lunch, time 12:05 p.m.

Meeting Reconvened The meeting reconvened on a call to order by Reeve Lorne Halisky at 12:36 p.m. in the physical presence of all Council members, the Interim Chief Administrative Officer, Executive Services Clerk, Finance Manager, and the virtual presence of the Planning & Development Manager, Planning Technician, Communications Officer, Natural Gas Manager, Environment & Parks Manager, Municipal Clerk, Fire Chief, and 3 Members of the Public.

7. Request for Decision:

Family and Community Support Services (FCSS) Grant

705-23: Serben 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:

Community Group	Eligibility	Funding
Vilna & District Municipal Library	The Green Thumbs & Golden Needles Program	\$2,700.00

Carried.

2023-2025 Audit Re-Appointed to JMD Group LLP Chartered Professional Accountants

706-23: Serben That Smoky Lake County re-appoint JMD Group LLP Chartered Professional Accountants as the County Auditor for a three-year term as follows: Year-2023 in the amount of \$44,000.00, Year-2024 in the amount of \$46,000 and Year-2025 in the amount of \$49,000 plus additional costs in accordance with the letter received from Barbara McCarthy, CPA, CA dated April 12, 2023.

Carried.

Request for Proposal for Smoky Lake County Assessment Services

707-23: Serben That Smoky Lake County proceed with a Request for Proposal (RFP) process to obtain Property Assessment Services for the County for the 2024 property taxation year.

Carried.

MCC for Smoky Lake Development Corp. Request for Operating Funds

708-23: Serben That Smoky Lake County Council **defer** the letter from Amy Cherniwchan, Chairperson of the MCC for Smoky Lake Development Corp., dated May 8, 2023, requesting funds in the amount of \$6,000.00, towards the MCC for Smoky Lake Development Corp.'s operating expenses in Year-2023; to a future Council meeting in conjunction with the start of the County's Year-2024 budget process.

Carried.

Brenda Adamson, Finance Manager, left Council Chambers, time 1:23 p.m.

Highway 28/63 Regional Water Services Commission - Interim Manager Compensation

709-23: Gawalko That Smoky Lake County Council appoint the Finance Manager; Brenda Adamson, as the Highway 28/63 Regional Water Service Commission Interim Manager in accordance with the Memorandum of Understanding between the Commission and Smoky Lake County executed on December 10, 2020; and approve to compensate her in the amount of \$500.00 per month, effective June 1, 2023, for duration of her services as the Interim 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.

Lamont County Reeve's Annual Golf Tournament

710-23: Serben That Smoky Lake County Council not attend Lamont County Reeve's Annual Golf Tournament, scheduled for August 17, 2023, to be held at Whitetail Crossing golf course, near Mundare, Alberta.

Carried.

Brenda Adamson, Finance Manager, entered Council Chambers, time 1:29 p.m.

Mark Fedoretz, Public Works Shop Foreman, virtually joined the meeting, time 1:32 p.m.

Policy 03-35-14: Snow Clearing – Public and Private Services

711-23: Gawalko

That Smoky Lake County Policy Statement No. 03-35-14: Snow Clearing– Public and Private Services, be amended:

Title: Snow Clearing - Public & Private Services		Policy No.: 35-14
Section: 03	Code: P-R	Page No.: 1 of 5 E
Legislation Reference: Municipal Government Act		
Purpose: Provides protocol for public and private snow clearing within Smoky Lake County.		
Policy Statement and Guidelines:		
<p>1. STATEMENT:</p> <p>1.1 Smoky Lake County recognizes its obligation to provide an acceptable level of snow clearing service within its available resources for winter maintenance on municipal roads. All reasonable efforts will be made to provide roadways that are in a safe, passable condition.</p> <p>1.2 The County may also provide snow clearing services for private residential driveways within the County, at a cost to the resident.</p> <p>2. OBJECTIVE:</p> <p>2.1 That County roads be in a condition where traffic can move freely within five (5) days following any winter weather event.</p> <p>3. PUBLIC SNOW CLEARING SERVICES GUIDELINES:</p> <p>3.1 Grader operators will start snow clearing operations at a different point in their grader beat for each event where practical, to ensure that the same citizens are not always last to be served.</p> <p>3.2 Grader operators will proceed to clear the roads in a systematic manner as directed by the Public Works Manager, Public Works Road Foreman or designate.</p> <p>3.3 Truck plow(s) and/or tractor(s) will be deployed to public roads, hamlets, subdivisions, and private residential driveways in that order of priority.</p> <p>3.4 Equipment operators will minimize snow berms across private driveways and around parked vehicles where practicable.</p> <p>3.5 Roads may initially be opened one way if required to meet the five (5) day objective of getting traffic moving freely after a severe winter weather event, which is any combination of snow and wind that obstructs traffic flow.</p> <p>3.6 Snow clearing equipment may be moved into areas of the County where conditions are more severe, once traffic is moving within a grader beat.</p> <p>4. PUBLIC SNOW CLEARING COMMUNICATIONS GUIDELINES:</p> <p>4.1 The Chief Administrative Officer or designate, will communicate to the Council, the general Public and/or emergency service providers through the Communications Officer when necessary, during major winter weather events to report on emergent conditions and departmental priorities during the event.</p>		

Title: Snow Clearing - Public & Private Services		Policy No.: 35-14
Section: 03	Code: P-R	Page No.: 2 of 5 E
Policy Statement and Guidelines:		
<p>4.2 Inquiries from Councillors and residents should be directed through the Chief Administrative Officer or designate, to the Public Works Manager or designate, to aid them in identifying emergent issues requiring attention. The Public Works Manager or designate will use this information to prioritize County snow clearing activities.</p> <p>5. PUBLIC / COMMUNITY FACILITIES GUIDELINES:</p> <p>5.1 Community halls, church yards, and cemeteries may receive snow clearing services by request at no cost to the organization, subject to availability of equipment and operators.</p> <p>5.2 Snow clearing for funeral and burial services will be provided at no cost and highly prioritized, subject to reasonable notification.</p> <p>6. PRIVATE RESIDENTIAL DRIVEWAY SNOW CLEARING FLAGS TERMS & CONDITIONS:</p> <p>6.1 For the purpose of this policy, a "Private Residential Driveway" is defined as the most direct route travelled between the nearest public road and the residential dwelling and must be located within Smoky Lake County.</p> <p>6.2 The Private Residential Driveway distance to be cleared shall be up to 200 linear meters and anything exceeding 200 linear metres will require the purchase of an additional snow clearing flag for each increment up to 200 linear metres. The maximum width to be cleared shall be up to 4 linear meters.</p> <p>6.3 Snow clearing flags are non-transferable and are valid only for the specific location indicated on the hold harmless agreement.</p> <p>6.4 Snow clearing on Private Residential Driveways shall be considered as a secondary priority to all public snow clearing operations, and landowners or tenants that require more immediate services are encouraged to hire a private contractor at their own cost.</p> <p>6.5 County landowners or tenants may purchase County snow clearing flags for their Private Residential Driveway under the following conditions:</p> <p>6.5.1 The landowner, tenant, or anyone known to reside at the residence, must not have any outstanding accounts receivable over 30 days due to Smoky Lake County.</p> <p>6.5.2 The Landowner or tenant agree to place their County issued snow clearing flag in a conspicuous location at the entrance of their driveway beside their municipal rural address sign and ensure it is visible to County snow clearing operators.</p>		

Title: Snow Clearing - Public & Private Services		Policy No.: 35-14
Section: 03	Code: P-R	Page No.: 3 of 5 E
Policy Statement and Guidelines:		
<p>6.5.3 The landowner or tenant shall complete the site plan attached to and forming part of Schedule "A" to accurately identify all hazards and obstacles the operator and equipment are likely to encounter prior to any snow clearing activities. The County reserves the unfettered right to refuse to undertake snow clearing activities on a Private Residential Driveway until all obstacles and/or hazards have been removed by the landowner or tenant. The County also reserves the unfettered right to refuse to undertake any snow clearing activities on a Private Residential Driveway if the County equipment operator deems it to be too narrow or too close in proximity to existing buildings or gates.</p> <p>6.5.4 In the event that the landowner or tenant has pre-purchased a snow clearing flag(s) and the County later determines that the work cannot be undertaken by reasons of 6.5.3 above, then the County will refund the monies paid for the snow clearing flag(s) to landowner or tenant.</p> <p>6.5.5 Snow clearing on Private Residential Driveways may only occur after an accumulation of a minimum of six (6) inches of snow, including drifted snow as measured at the centreline along the clearing route.</p> <p>6.6 The Application Form and Hold Harmless Agreement for Private Snow Clearing, as per Schedule "A", are located at the County Public Works Shop Office as well as online on the County's website www.smokylakecounty.ab.ca.</p> <p>6.7 Snow clearing flags can be purchased prior to, and/or during, snow covered ground with the snow clearing services season beginning on November 1st to April 30th the following year. There shall be no discount or proration to the stated price below for any reason whatsoever if purchased within the service season. The price per snow clearing flag for a Private Residential Driveway is:</p> <p style="padding-left: 40px;">\$250.00 for seniors and/or persons with disability who can provide proof of their age or disability through a birth certificate, valid driver's license, other government issued identification, or valid parking placard, or \$700.00 for all other landowners and tenants.</p>		

Section 03

Policy 35-14

Schedule "A"
APPLICATION FORM AND HOLD HARMLESS AGREEMENT FOR PRIVATE SNOW CLEARING

THIS AGREEMENT made this _____ day of _____, 20__.



BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "the County")

OF THE FIRST PART

(hereinafter called "the Landowner or Tenant")

OF THE SECOND PART

Landowner or Tenant Name (Print) _____

Landowners or Tenant Legal Land Description: _____ - _____ - _____ - _____ W4
Quarter Section Township Range

Municipal Address: _____ **Sub-division Name (if Applicable):** _____

Flag Number(s) Issued: _____ **Cost per Flag: \$** _____
Total Amount Paid: \$ _____

WHEREAS the Landowner or tenant has requested that the County be allowed to enter the property legally described above, to clear snow on the private residential driveway in accordance with the terms and conditions of **Policy Statement No. 03-35: Snow Clearing**.

NOW THEREFORE, the Landowner or tenant hereby agrees that the purchased snow clearing flag will entitle them to have snow cleared along the most direct route commonly used to access the residence, including the turn-around in the yard where safe to do so, as depicted on the **site plan** conditional upon accumulation of a minimum of **6 inches** of snow.

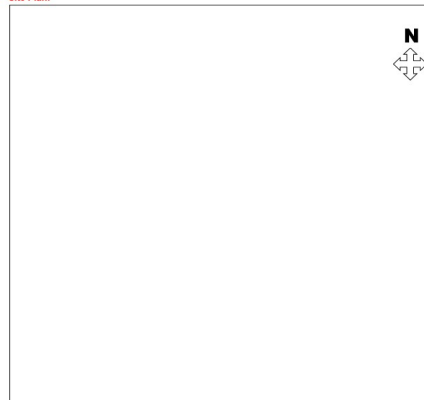
1. The Landowner or tenant agrees that the maximum length of the driveway to be serviced through the purchase of a flag is 200 lineal meters. Additional flags will have to be purchased for lengths of exceeding 200m.
2. The Landowner or tenant agrees that the flag(s) purchased are to be posted at the entrance of his/her driveway beside the municipal rural address sign, well before County snow clearing equipment is expected and agrees that the County is not responsible for flags that are blown away or stolen.
3. The Landowner or tenant, hereby covenants and agrees that they will at all times indemnify and save harmless the County, its servants, agents, employees, executors, administrators, and assigns, from and against any claim for loss, damage or injury, however caused to the property aforementioned by reason of the performance of the said work of snow clearing, whether such loss or damage is the result of the negligence of any servant, agent, or employee of the said municipality, or otherwise.

(Page 1 of 2 of Schedule "A")

Section 03

Policy 35-14

Site Plan:



AT A MINIMUM INCLUDE THE FOLLOWING INFORMATION IN YOUR SITE PLAN:

- | | |
|---|--|
| ✓ Location of driveway. | ✓ All developed/undeveloped road allowances and right-of-way and/or easements. |
| ✓ Location of existing buildings. | ✓ Location of Private Sewage Disposal System (existing and/or proposed) |
| ✓ Location of existing access (es). | ✓ Location of power generation facilities (if applicable). |
| ✓ Location of any abandoned or active water wells. | |
| ✓ Location of shelterbelts, dugouts and water bodies. | |

IN WITNESS WHEREOF has hereunto set their hand and the day and year first above written.

SIGNED _____ } **SMOKY LAKE COUNTY**
Landowner or Tenant (Print Name & Title) } Per (Print Name & Title):

(Page 2 of 2 of Schedule "A")

Carried.

University of Alberta's "Reimagining Rural Economic Development" Conference

712-23: Cere That Smoky Lake County Councillor Fenerty attend one day of the University of Alberta's "Reimagining Rural Economic Development: Cooperative Innovation & the Future of Our Communities" Conference, scheduled for Wednesday, October 25, 2023, to Thursday, October 26, 2023, Hosted by the Alberta Centre for Sustainable Rural Communities (ACSRC), University of Alberta - Augustana Campus, in Camrose Alberta.

Carried.

Natural Gas Department - Unit 202A Service Body Refurbishing

713-23: Serben That Smoky Lake County Council **defer** the decision in respect to proceeding with the refurbishing and installation of the service body for the Natural Gas Department identified as fleet Unit 202A, until after quotes are received from local vendors, further to Motion #641-23 from the June 1, 2023, Smoky Lake County Council meeting.

Carried.

STEP (Summer Temporary Employment Program) Wage Increase

714-23: Cere That Smoky Lake County Council approve an increase to the wage compensation for Smoky Lake County STEP (Summer Temporary Employment Program) employees, from the hourly wage in the amount of \$15.00 per hour to the amount of \$17.00 per hour, **effective July 1, 2023**, in an effort to be a more competitive employer and fill the STEP positions more quickly.

Carried.

Sale of County Surplus Equipment – Expired 500 US Gallon Propane Tank

715-23: Halisky That Smoky Lake County Council accept the offer in the amount of \$50.00 plus GST for a total in the amount of \$52.50 payable to Smoky Lake County from Peter Anton, to purchase the County surplus capital equipment, as is where is, described as an expired 2001 500 US gallon propane tank serial # 42609, located at Smoky Lake Transfer station; **and** readvertise the remaining expired 2001 500 US gallon propane tanks until sold or otherwise disposed of.

Carried.

Alberta Coordinated Action for Recycling Enterprises (Alberta CARE) - Fall Conference

716-23: Fenerty That Smoky Lake County relevant administration who can attend - attend the Association of Alberta Coordinated Action for Recycling Enterprises (Alberta CARE)'s 23rd Annual Fall Conference, scheduled for September 6-8, 2023, to be held in Grande Prairie, Alberta.

Carried.

Enterprise Fleet Management Canada Inc. Leases

717-23: Fenerty That Smoky Lake County execute the open-end (equity) lease agreement with Enterprise Fleet Management Canada Inc. as per their Quote 7270882, Dated June 8, 2023, for Four (4) Year-2024 GMC Sierra SLE 4x4 Crew Cab 5.75 ft. box 147.4 in. WB, to replace Fleet Units 101C, 100A, 227A, 239B.

Carried.

Snow Blade Proposal

718-23: Cere That Smoky Lake County Council approve the unbudgeted expense in the amount of \$8,740.00 to purchase a 7.5ft snow blade attachment for Public Works Unit 206, GMC 3500 4X4, from Fort Garry Industries Ltd. as per the quote received, dated April 27, 2023, further to the March 16, 2023, Council Motion #448; and installed the said blade in-house at the County Shop.

Carried.

Scott Franchuk, County Fire Chief, entered Council Chambers, time 2:12 p.m.

2023 Hyundai HL975A Wheel Loader

719-23: Gawalko

That Smoky Lake County Council approve the partially unbudgeted expense and agree to execute the agreement with Chinook Equipment to purchase a 2023 Hyundai HL975A Wheel Loader with a 6.3-yard smooth bucket, at a cost in the amount of \$439,000.00, plus GST, as per their quote #03-972, dated June 15, 2023; and fund the unbudgeted amount from reserves.

Carried.

Thorhild County Fire Services Mutual Aid Agreement 2023-2025

720-23: Fenerty

That Smoky Lake County execute a Fire Services Mutual Aid Agreement with Thorhild County for the Year 2023 to Year 2025 Election Term at a cost of \$400/hour/unit.

Carried.

3rd Annual 2023 Emergency Preparedness Day

721-23: Serben

That Smoky Lake County Council approve the unbudgeted expenditure in the amount of \$1,793.08 for hosting the 3rd Annual 2023 Emergency Preparedness Day at the Smoky Lake Agricultural Society Complex located at 4612 - 54 Ave on Friday, May 12, 2023.

Carried.

3rd Annual 2023 Junior Fire Fighter Summer Day Camp

722-23: Halisky

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:


Community Group	Eligibility	Funding
Smoky Lake County Fire & Rescue	3 rd Annual 2023 Junior Firefighter Summer Day Camp	\$6,000.00

Carried.

One Member of the Public, entered Council Chambers, time 2:40 p.m.

8. Interim Chief Administrative Officer's Report:

Chief Administrative Officer -			
Report Period: May 23, 2023 – June 22, 2023			
LEGISLATIVE / GOVERNANCE			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>■ 2023 Five-Year Road Plan – Road Project P2314: Asphalt Paving Tender Project on Twp 612 between Hwy 856 – RR 174 of 1 mile. A RFD and Tender Package will be prepared and provided to Council for the next scheduled Council Meeting (beginning of August).</p>	May 2023		August 3
<p>■ Victoria Trail: Speed Limit Council Motion 606-23: Metis Crossing – Request to Reduce the Speed Limit on Victoria Trail "That Smoky Lake County Council defer the email request from Leon Boychuk-Hunter, dated May 5, 2023, requesting a speed limit reduction for Victoria Trail, to the next Council Meeting to allow time for Administration to determine the length of the Speed limit reduction zone to be considered for the Victoria Trail." Estimate Cost of Signage for the complete trail (Appr. 12 miles) Signs: 25 at \$105.00 each = \$ 2,625.00 Posts: 25 at \$67.00 each = \$ 1,675.00 Hardware: Nuts/Bolts/Washers = \$ 64.00 Sub-Total = \$ 4,364.00 Labour: 2 men at \$30.00/hr x 24 hrs = \$ 1,440.00 Vehicle: \$38.00/hr x 24 hrs = \$ 912.00 TOTAL = \$ 6,716.00 ► Currently there are no signs posted. It is the Provincial set speed limit on rural roads of 80km. ► Public Works Signage budget: \$14,000.00 - spent to date \$ 7,837.75. Recommendation: As per Council discussion – Administration has no concerns.</p>	May 5	May 23	June 20

<p>■ Community Emergency Management Program Emergency Plan for the Region. L-1 Attachment – Digital copy</p> <p>Next Steps: Review the Smoky Lake Regional Emergency Management Agency Bylaw. Then schedule a meeting.</p> <p>■ Also: Joint Health & Safety Committee Meeting: Discussion held in respect to Safety First Aid Kit – an action item from April 5, 2023 determine costs for replacing all kits or upgrading. We have to comply with the Alberta (OHS) Occupational Health and Safety Code: Part 11– workplace first aid kits must meet CSA Z1220-17 standards, this came in effective March 31, 2023.</p> <p>► Cost is approx. \$20.00 for refills/upgrade from Lakeland and \$45.56 to purchase new one. County has 75 First Aid Kits units in various locations.</p> <p>20 First Aid Kits will be upgraded now and will advise when all 75 are completed.</p>	<p>June 1</p> <p>June 13</p>	<p>June 19</p>	<p>June 15</p> <p>June 26</p>
<p>Alberta Environment and Protected Areas (EPA): Have developed information signage to educate and create awareness on the Lake Sturgeon (a native and threatened fish species in the North and South Saskatchewan Rivers). They will provide the signs, posts and hardware, require County help for the installations at the locations along the river that have river access: Waskatenau Ferry Site and Desjarlais Ferry Site.</p> <p>L-2 Attachment – Signs and Location Map</p> <p>Parks and Recreation Department will assist in the installation.</p> <p>Desjarlais Ferry Site Pakan/Victoria Ferry Waskatenau Ferry Site</p>  <p>Recommendation: That Smoky Lake County approve to assist Alberta Environment and Protected Areas (EPA) to install the provided Signage "Lake Sturgeon – Species at Risk" at the following locations along the North Saskatchewan River:</p> <ul style="list-style-type: none"> ▪ Waskatenau Ferry Site: within NE-32-58-19-W4 east side of bridge off of Hwy 831 ▪ Desjarlais Ferry Site: within SE-11-57-14-4 SOUTH POINT OFF OF RGE RD 135A ▪ Pakan/Victoria Ferry Site: within NW-12-58-17-W4 and River Lot 6(Victoria Settlement) RGE RD 171A south of Victoria Trail <p>And suggest another location that may be of interest:</p> <ul style="list-style-type: none"> ▪ Pakan/Victoria Ferry Site: within NW-12-58-17-W4 and River Lot 6(Victoria Settlement) RGE RD 171A south of Victoria Trail <p>to educate and create awareness on the Lake Sturgeon (a native and threatened fish species in the North and South Saskatchewan Rivers).</p>	<p>June 14</p>		<p>June 29</p>
ADMINISTRATIVE			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>Notice of Temporary Road Closure was posted on Social Media as follows: <i>Range Road 130 is CLOSED between Township Road 600 to 610 for bridge replacement and other construction, until further notice Northbound and Southbound traffic will detour on Rand Road 131.</i></p>	<p>June 15</p>		<p>June 16</p>
<p>Notice of Road Re-Open posted on Social Media as follows: <i>Range Road 130 is re-open between Township Road 602 to 610 for and continues to be closed for the bridge replacement, until further notice between Township Road 600 and 62 (detours in place).</i></p>	<p>June 19</p>		<p>June 19</p>
<p>Fire Negotiation Committee Meeting with Administrators:</p> <ul style="list-style-type: none"> ▪ Discussed Call Attendance for each Fire Department ▪ Discussed budget options based on transitional solutions recommendation and other Fire Department Regional Concepts currently established. ► Agreed at this Committee Meeting to forward the regional Fire Negotiation planning to ICC Committee and follow the Transitional Solutions recommended Actions provided as the discussion model. ► On the Agenda – Administration will be asking for an ICC Meeting date to be scheduled. 	<p>June 14</p>		<p>June 14</p>
<p>MSCNet forwarded a "Proposed Agreement" to the County to extend GigAir in Town of Smoky Lake asking to use the County Public Works shop as a location to help extend their GigAir network. A-1: Agreement Suggested wording and sections are highlighted in "Red". A-2: Email and Presentation</p> <p>Providing Council with information: Email how this request originated and Presentation made to the Town, for reference: what GigAir Technology represents, current installations locations in Smoky Lake and</p> <p>Recommendation: Execute agreement subject to MSCNet agreeing to the amendments incorporate.</p>	<p>May 23</p>	<p>June 2</p>	<p>June 21</p>
<p>Smoky Lake Regional Web-Site: Meeting with the past CEDO to have all information accounts and passwords relating to the regional website, facebook and twitter provided to the County.</p>	<p>June 15</p>		<p>July 5</p>
<p>Athabasca Flooding Assisted Athabasca in providing 250 sand bags to help with current flooding situations.</p>	<p>June 22</p>		<p>June 22</p>
FINANCIAL			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>In respect to the County Strategic Plan: Last motion made: April 27, 2023 – Council Meeting Motion 565-23 for the 2023-2025 Strategic Plan " That Smoky Lake County Council approve the Revision 1 version of the strategic plan and authorize the Chief Administrative Officer to integrate the proposed changes into operational and financial targets/milestones accompanying the plan for approval by Council pursuant to the direction set at the Government Liaison Committee meeting held on April 18, 2023." Met with Planning Department on June 13 to work on establishing a budget and rough timeline for the strategic priorities to assist the Finance Manager –so numbers can be incorporate into the financial plan. <i>Thank you to Kyle for compiling the information.</i></p>	<p>June 13</p>		<p>June 15</p>
HUMAN RESOURCES			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>■ Loss Prevention Coordinator (part of the ASIST Team) was called to help with evacuation of Fort Chipewyan to Fort McMurray. All expenses are covered by Regional Municipality of Wood Buffalo.</p> <p>■ Held a Staff Debrief on Council meeting</p> <p>■ Public Works hired a seasonal – Classification III: Congratulations to Craig Hennessey – starts June 22, 2023.</p>	<p>May 31</p> <p>June 6</p>		<p>June 3</p> <p>June 6</p>

COMMUNITY			
Projects	Date In Progress	Date Outstanding	Date Completed
<p>Metis Crossing – Nekinan House Compromise on a Parking Space with the General Manager of the Nekinan House to park behind the building(formally known as the Nurses Residences), as she was her office was relocated there from the main building. Note: Researching options to expand County parking for the Gas, Water, Ag Department Vehicles - as the current space is very active with Food Bank parking.</p>	May 25		May 29
<p>Smoky Lake Community Daycare Co-operative: Request for an Internet HUB (Air Card) and Computer.</p> <ul style="list-style-type: none"> HUB: Device to purchase is \$240.00. Monthly charge capped at \$ 30.00 plus monthly base of \$5.00 under the County Plan. An Alcatel aircard with the SIM associated with the phone number: 780-656-5414. Computer: County as an older computer. Value of \$300.00. Serial number for the laptop is: R90178F7. Model: Lenovo Thinkpad T540p with Windows 10 Pro, Intel i5 CPU 6GB RAM, 128GB SSD, Cd/dvd burner and SD-Card reader <p>√ The HUB and Computer was picked-up by DayCare not to further delay progress</p> <p>Recommendation: That Smoky Lake County approve action taken to donate to the Smoky Lake Community Daycare Co-operative a Computer - Model: Lenovo Thinkpad T540p with Windows 10 Pro, Intel i5 CPU 6GB RAM, 128GB SSD, CD/DVD burner and SD-Card reader with Serial Number: R90178F7 from the County Inventory.</p> <p>Recommendation: That Smoky Lake County approve action taken to Donate or Lease to the Smoky Lake Community Daycare Co-operative an Alcatel aircard HUB for Internet ????????</p>	June 13		June 15
<p>Smoky Lake Community Daycare Co-operative: Cellular Phone Service - County Council – December 12, 2019 Motion: 202-19</p> <p>“That Smoky Lake County, being a stakeholder of the Smoky Lake Community Daycare Co-operative, approve to allow the Smoky Lake Community Daycare Co-operative to transfer their current cellular phone number for the Pumpkin Patch Daycare, to the County’s cellular phone plan; and Smoky Lake Community Daycare Co-operative Steering Community reimburse the County for all related charges on a monthly basis to be reviewed one year”.</p> <p>Year 2020: COVID Year 2021: Phone charges = \$194.66 Year 2022: Phone charges = \$222.52</p> <p>Recommendation: That Smoky Lake County, being a stakeholder of the Smoky Lake Community Daycare Co-operative continue to allow the Smoky Lake Community Daycare Co-operative to remain under the County’s cellular phone plan and reimburse the County for all phone related charges on an annual basis as invoiced by the County.</p>	Dec. 12/19		
<p>Smoky Lake Community Daycare Cooperative Insurance January 15, 2020 - Motion J143-20 - County and Town Motion</p> <p>“That the Smoky Lake County and Town of Smoky Lake Joint Council approve to fund on a 50/50 Town/County cost share, the RMA Insurance fee for the Policy dated: November 1, 2019 to November 1, 2020, in the total amount of \$1,103.76, for the Smoky Lake Community Daycare Cooperative Committee’s Pumpkin Patch Daycare insurance policy held under the Smoky Lake County’s Additional Named Insured umbrella; in response to the Pumpkin Patch, Smoky Lake Community Daycare Co-operative’s letter request, dated December 4, 2019; and, recommend the Cooperative provide a written request of same for Council’s consideration on an annual basis.”</p> <ul style="list-style-type: none"> Last sentence of the motion – no requests are being submitted annually. Municipalities continued to pay the insurance: 2020: \$1,103.76; 2021: \$1,469.63 2022: 1,490.51 <p>■ At the time when this motion this was - this group was a new entity: many unknown elements at the time the DayCare was being established.</p> <p>Recommendation: That Smoky Lake County and Town of Smoky Lake jointly continue to fund on a 50/50 Town/County cost share for the Smoky Lake Community Daycare Cooperative - Pumpkin Patch Daycare insurance policy held under the Smoky Lake County’s Additional Named Insured umbrella, as per January 15, 2020 – Motion J143-20, until further notice is received from either party.</p>			
<ul style="list-style-type: none"> On behalf of the County in respect to Metis Crossing: Expressed our condolences to Leon Boychuk-Hunter on the passing of his father. Basket was delivered on June 19. 	June 8		June 19
<ul style="list-style-type: none"> On behalf of the County – Promotional Items were provided to: <ul style="list-style-type: none"> Quiet Nook Community Hall: Raffle and fund-raising Event Royal Canadian Mounted Policy: Commissioner Meeting with Reeve. 	June 5		June 5
TRAINING / MEETINGS			
<ul style="list-style-type: none"> Joined Council to listen to a Summit on the Aging Workforce: A Multi-generational workforce – consisting of 5 generations and how to deal with the recruitment and retention of the labour workforce. Will forward powerpoint presentation once received. Attended meeting on June 22, 2023 at the Town Office in respect to the Regional Newsletter Concept. Update will be provided at the next JMM meeting for more information and clarification. Discussion resulted to 4 Options: <ul style="list-style-type: none"> Option 1: 4-5 page newsletter: Highlighting each municipality information. Published quarterly: Question of Cost and resource capacity, delivery, lead organizer Option 2: Just share each other newsletters. Option 3: Publish a regional calendar versus newsletter Option 4: See what future of RCDC is. So still a work in progress 	June 8 June 22		June 8 June 22
PREVIOUS ACTIONS			
<p>Temporary on hold unless otherwise indicated by Council:</p> <ul style="list-style-type: none"> Stony Creek / Saddle Lake: Beaver Dam Issue Administrative Efficiencies: Review with Council will be required. Broadband Project Policies: Cold Weather / Snow Clearing will be addressed accordingly. Regional Engineering Standards (APC) continues within the Planning and Development Department. Strategic Plan: Last motion made in respect to the Strategic Plan listed under Finance section in today report. Will work with Manager’s on enhancing our Monday - Managers Meeting Notes: So information reported is in more detail; i.e. follow template as previously provided to Council that highlights an itemizes specific department priority areas. 			On-going
Signature: Interim Chief Administrative Officer		County Council Meeting: June 29, 2023	

Victoria Trail Speed Reduction

723-23: Serben

That Smoky Lake County Council **approve** to reduce the speed limit on Victoria Trail from the Red River Cart at Range Road 185, east to Highway 855, for approximately 8.5 miles, from the Provincially set amount of 80km/hr to 50km/hr, in response to the deferred email request from Leon Boychuk-Hunter, dated May 5, 2023; **and** proceed with a project allocated to the Public Works Year-2023 signage budget, for the installation of new speed limit signs as needed, along the said section of road.

Carried.

Alberta Environment and Protected Areas (EPA) Lake Sturgeon – Species at Risk Signage

724-23: Serben

That Smoky Lake County approve to assist Alberta Environment and Protected Areas (EPA) to install their provided Signage “Lake Sturgeon – Species at Risk” at the following locations along the North Saskatchewan River:

- Waskatenau Ferry Site: within NE-32-58-19-W4 east side of bridge off of Highway 831;
- Desjarlais Ferry Site: within SE-11-57-14-4 South point off of Range Road 135A;
- Pakan/Victoria Ferry Site: within NW-12-58-17-W4 and River Lot 6(Victoria Settlement) Range Road 171A south of Victoria Trail to educate and create awareness on the Lake Sturgeon (a native and threatened fish species in the North and South Saskatchewan Rivers).

Carried.

MCSnet – GigAir Network Booster Agreement

725-23: Gawalko

That Smoky Lake County Council approve to execute an agreement with MCSnet, subject to amendments to ensure there is no costs or liabilities incurred by the County, for the purpose of hosting a GigAir Network Booster device outside the County’s Public Works Shop building, located at 5004 50 Street, Smoky Lake, as requested by MCSnet to increase MCSnet’s highspeed internet network coverage for Town residents and businesses surrounding location.

Carried.

BF8200 - SE 2-59-13-W4M on Township Road 590 East of Range Road 132.

726-23: Serben

That Smoky Lake County Council approve Formula Alberta to inspect the bridge identified as BF8200, near the lands legally describes as SE 2-59-13-W4M on Township Road 590, East of Range Road 132, to assess the failures and provide the County with a quote for repairs.

Carried.

Smoky Lake Community Daycare Co-operative: Computer

727-23: Cere

That Smoky Lake County approve action taken by Administration in providing the Smoky Lake Community Daycare Co-operative’s Pumpkin Patch Daycare, a donation of a Computer - Model: Lenovo ThinkPad T540p with Windows 10 Pro, Intel i5 CPU 6GB RAM, 128GB SSD, CD/DVD burner and SD-Card reader with Serial Number: R90178F7, from County inventory.

Carried.

Smoky Lake Community Daycare Co-operative: Internet HUB (Air Card)

728-23: Serben

That Smoky Lake County **defer** donating or leasing an Alcatel air card HUB for Internet, to the Smoky Lake Community Daycare Co-operative’s Pumpkin Patch Daycare, until they assess and confirm in writing what their internet needs are for their proposed secondary location.

Carried.

Smoky Lake Community Daycare Co-operative: Cellular Phone Service

729-23: Serben

That Smoky Lake County, being a stakeholder of the Smoky Lake Community Daycare Co-operative, continue to allow the Smoky Lake Community Daycare Co-operative's Pumpkin Patch Daycare to remain under the County's cellular phone plan and continue to reimburse the County for all phone related charges on an annual basis as invoiced by the County.

Carried.

Smoky Lake Community Daycare Cooperative: Insurance

730-23: Cere

That Smoky Lake County Council agree to fund 50% of the insurance policy fees for the Smoky Lake Community Daycare Cooperative's Pumpkin Patch Daycare, held under Smoky Lake County's Additional Named Insured umbrella, further to the January 15, 2020, Joint Council Meeting Motion # J143-20: to cost share the said fees with the Town of Smoky Lake at a 50/50 split, and agree to continuing the said funding until further notice is received from either party.

Carried.

JMM – Court House & AAIP

731-23: Halisky

That Smoky Lake County acknowledge and comply with recommendations made at the Smoky Lake Region's Joint Municipalities Meeting held on June 12, 2023, to:

1. pursue the Alberta Advantage Immigration Program (AAIP) - Rural Renewal Stream Designation, as a region, and
2. write a letter of support for re-opening the Smoky Lake Provincial Courthouse.

Carried.

Interim Chief Administrative Officer Report

732-23: Fenerty

That Smoky Lake County's Interim Chief Administrative Officer report, for the period of May 23, 2023, to June 22, 2023, be accepted for information.

Carried.

9. Council Committee Reports:

Nil.

10. Correspondence:

Jarret Dyrbye and Jillian Powell

733-23: Serben

That Smoky Lake County acknowledge the "formal request" outlined in the letter received from Town of Smoky Lake residents: Jarret Dyrbye and Jillian Powell, dated June 5, 2023, in respect to the alleyway access and drainage between an industrial zone and residential zone in the Town of Smoky Lake, and requesting soil testing on private property, is beyond the scope of the County's jurisdiction and defer the letter to the Town of Smoky Lake.

Carried.

UCC APC Request to Exclude Russian Community from 2023 Edmonton Heritage Festival

734-23: Cere

That Smoky Lake County acknowledge receipt of the copied correspondence to the Board of the Edmonton Heritage Festival from the President of the Ukrainian Canadian Congress (UCC) Alberta Provincial Council (APC), dated May 23, 2023, requesting the Board deny the Russian community's participation in the upcoming 2023 Edmonton Heritage Festival due to Russia's invasion of Ukraine and campaign of genocide against Ukrainians.

Carried.

Métis Nation of Alberta – 95th Annual General Assembly

735-23: Cere

That Smoky Lake County Councillors who can attend – attend and the Reeve attend the Métis Nation of Alberta – 95th Annual General Assembly, Opening Ceremonies and bring greetings on August 12, 2023, beginning at 9:00 a.m. during the four-day event scheduled for August 10-13, 2023, at Métis Crossing.

Carried.

Village of Waskatenau – Township Road 592 and Highway 28

736-23: Serben

That Smoky Lake County Council write a letter of concern to the Minister of Transportation Chief of Staff & Shayne Getson (Corridors), MLA to advocate for the access road at Township Road 592 adjacent to Highway 28, to remain open, in response to the letter received from Richard Warren, Mayor of Village of Waskatenau, dated May 25, 2023, in respect to the Village not supporting the proposed access road closure at Township Road 592 adjacent to Highway 28, including the following concerns and/or comments about the said access:

- it serves as an emergency bypass at the Roundabout (Highway 28 & Highway 831) and alleviates rerouted traffic going through the Village of Waskatenau;
- agricultural equipment utilizes it on a daily basis to bypass the roundabout, as the size and width span of the equipment makes it difficult to navigate the roundabout;
- local residents utilize it to bypass the heavy traffic flow at the roundabout as a safer option; and
- it has no history of accidents and has remained a safe access from the Highway, its skewed angle intersecting Highway 28 has never been a problem or a safety concern.

Carried.

Alberta's Iron Horse Trail – Invitation to Artisan at Work - Destination Analysis

737-23:

That Smoky Lake County approve action taken by Councillor Fenerty and Councillor Serben in attending in-person, and other Councillors attending virtually from Council Chambers, the hybrid, in-person/virtual session in respect to the release of the Alberta's Iron Horse Trail Artisan at Work – Destination Analysis, in response to the letter invitation received from Marianne Janke, Executive Director of Alberta's Iron Horse Trail / Travel Lakeland, dated June 2, 2023.

Carried.

Minister of Municipal Affairs – Composite Assessment Review Boards Ministerial Order

738-23: Gawalko

That Smoky Lake County acknowledge receipt of the Ministerial Order No. M:007/23, replacing previous Ministerial Order M:001/10, from the Minister of Municipal Affairs, dated April 27, 2023, in respect to procedures and fees for adjudicative services provided to municipal Composite Assessment Review Boards (CARB) by the Land and Property Rights Tribunal (LPRT), with updated legislative and naming references, timelines for notifying the LPRT of cancelled CARB hearings, and providing clarification of fees for municipalities who participate in joint assessment review boards with other municipalities.

Carried.

Village of Waskatenau - Proposed Cost Sharing/Annexation

739-23: Serben

That Smoky Lake County Council attend the meeting hosted by the Village of Waskatenau, scheduled for Thursday, July 6, 2023, at 2:30 p.m. to be held at the Waskatenau Senior Drop-In Centre, for the purpose of discussing potential cost/revenue sharing schemes and/or annexation, as per the letter request from Bernice Macyk, Chief Administrative Officer, Village of Waskatenau, dated May 31, 2023.

Carried.

2023 Regional Parades

740-23: Gawalko That Smoky Lake County prepare a parade float with the Town of Smoky Lake's 2023 Parade Theme: "Celebrating 100 Years as a Municipality" to honour both the Town of Smoky Lake and Village of Vilna; and enter the parade float in the regions' parades scheduled by the Town of Smoky Lake (Annual Heritage Day Parade) on August 5, 2023, Vilna & District Agricultural Society (Vilna Boomtown Days Parade) in the Village of Vilna on August 19, 2023, and Victoria Trail Agricultural Society (Annual Fair Days Parade) in the Village of Waskatenau on August 12, 2023.

Carried.

Welcoming Week – September 8 to 17, 2023

741-23: Cere That Smoky Lake County proclaim September 8 to 17, 2023 as Welcoming Week:

Whereas, our region's success depends on ensuring all residents of Smoky Lake County feel welcome here, and new residents are a vital part of our community bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity we all value;

Whereas, we honour the spirit of unity to bring neighbours together across the County, and invite all residents to join this movement of communities, nationwide and worldwide, by taking action in the spirit of welcoming;

Whereas, together, we can achieve greater prosperity and make Smoky Lake County the kind of place where diverse people from around the world feel valued and want to put down roots;

Whereas, regardless of where we are born or what we look like, we are united in our efforts to build a stronger County by recognizing the contributions we all make to create vibrant culture, growing economy, prosperity, and inclusiveness for all who call it home, and where every resident has the opportunity to contribute at their best;

Now therefore, Smoky Lake County affirms we are a welcoming community and does hereby proclaim the week of September 8 to 17, 2023, as Welcoming Week.

Carried.

Vilna Citizens – Village Concerns

742-23: Gawalko That Smoky Lake County acknowledge receipt of the letter received from "Citizens of Vilna" dated May 28, 2023, in respect to "high" property taxes is beyond the scope of the County's jurisdiction and defer the letter to the Village of Vilna.

Carried.

Alberta Utilities Commission - Major Alternative/Renewable Energy Projects

743-23: Serben That Smoky Lake County acknowledge receipt of the letter from Geoff Scotton, Senior Communications Advisor - Assistance and Information Services Team Lead, Alberta Utilities Commission (AUC), dated June 14, 2023, stating: "When rendering decisions, the AUC can and does require conditions of approval, which can include reclamation and end-of-life matters. The AUC will continue to monitor the adequacy of reclamation requirements to ensure the public interest is protected." as a response to the Reeve's emailed letter dated June 9, 2023 in respect to good and proper planning and reclamation for major alternative / renewable energy projects, including preservation of agricultural lands.

Carried.

Smoky Lake Region Service Assessment and Economic Development Strategy

744-23: Serben

That Smoky Lake County acknowledge receipt of the document prepared by 13Ways, dated October 2022, for the sole use of Village of Vilna, Village of Waskatenau, Town of Smoky Lake, and Smoky Lake County, titled: “Service Assessment and Economic Development Strategy, Smoky Lake Region”, concluding a list of recommendations as follows:

1. Realize Efficiencies:
 - a. Asset Management and Budgeting
 - b. Joint operations of linear services
 - c. Administrative support
 - d. Coordinated Fleet management
2. Grow the Pie:
 - e. Regional Economic Development Strategy
 - f. Regional Marketing Strategy
 - g. Regional Land Use and Development Planning
3. Make it Happen:
 - h. Develop a “Common Purpose” with a Shared Strategic Direction and a “Shared Objective”
 - i. Prepare a Governance Structure and Organizational Processes that is effective
 - j. Identify the required financial and human resources to implement the initiatives.

Carried.

Highland Community Hall 90th Anniversary Celebration

745-23: Cere

That Smoky Lake County Councillors who can attend – attend and the County’s Reeve or designate attend and bring greetings to the 90th Anniversary Celebration of Highland Community Hall (Ukrainian Farmers’ National Home of Taras Shevchenko), scheduled for Saturday, July 15, 2023, at Barich, Alberta.

Carried.

Métis Self-Government Legislation

746-23: Fenerty

That Smoky Lake County Council approve action taken by the Reeve in providing an email to M.P. Shannon Stubbs, dated June 18, 2023, on behalf of the Smoky Lake County Council to state they are in full support of the Federal Métis Self-Government Legislation brought forward on June 19, 2023.

Carried.

One Member of the Public entered Council Chambers, time 3:45 p.m.

Original H.A. Kostash School – Save Our School (SOS) HAK Campaign Meeting

747-23: Serben

That Smoky Lake County Schedule a meeting in respect to the Original H.A. Kostash School and the “Save Our School (SOS) HAK Campaign initiated by Brian and Leesa Jones, Town of Smoky Lake Business Owners, for Tuesday, July 4, 2023 at 5:00 p.m. to be held virtually, through Electronic Communication Technology **and/or** physically in County Council Chambers, with an invitation extended to the Town of Smoky Lake Council, Administration, and to Brian and Leesa Jones.

Carried.

Original H.A. Kostash School – Save Our School (SOS) HAK Campaign Letters

748-23: Serben

That Smoky Lake County Council acknowledge receipt of the following letters of support relating to the Original H.A. Kostash School and the “Save Our School (SOS) HAK” Campaign initiated by Brian and Leesa Jones, Town of Smoky Lake Business Owners, from:

- Merv Beilish, dated April 19, 2023,
- Noreen Easterbrook, dated April 22, 2023,
- Four Lodges Studios and Gallery, dated April 23, 2023,
- Studio 28 Artists and Crafters' Guild, dated April 27, 2023,
- Brian & Leesa Jones, dated May 23, 2023,
- Métis Crossing, dated June 19, 2023
- Northern Lights RV Resort, dated June 19, 2023,
- Studio 28 Artists and Crafters' Guild, dated June 22, 2023,
- Mike Ouellet, Realtor, dated June 26, 2023,
- Vision XS, dated June 28, 2023,
- Brian & Leesa Jones, dated June 28, 2023, and
- Smoky Lake Senior Citizens Club, dated June 29, 2023.

Carried.

Two Members of the Public, entered Council Chambers, time 3:45 p.m.

11. Information Releases:

Nil.

12. Financial Reports:

Nil.

13. Next Meeting(s):

Smoky Lake Region Intermunicipal Collaboration Committee (ICC) Meeting

749-23: Halisky

That Smoky Lake County schedule a Smoky Lake Region Intermunicipal Collaboration Committee (ICC) Meeting, for Tuesday, July 25, 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, for the purpose of discussing the potential shared service: Peace Officer / Bylaw Enforcement.

Carried.

Smoky Lake Region Intermunicipal Collaboration Committee (ICC) Meeting

750-23: Halisky

That Smoky Lake County schedule a Smoky Lake Region Intermunicipal Collaboration Committee (ICC) Meeting, for Wednesday, August 9, 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, for the purpose of discussing Regional Fire Services.

Carried.

Policy Committee Meeting

751-23: Cere

That the next Smoky Lake County Policy Committee Meeting, be scheduled for Wednesday, August 30, 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.

County Council Meetings

The next Smoky Lake County Council Meetings, are scheduled for:
Thursday, August 3, 2023, at 9:00 a.m. (Regular),
Wednesday, August 23, 2023, at 9:00 a.m. (Regular),
Thursday, September 7, 2023, at 9:00 a.m. (Regular),
Thursday, September 28, 2023, at 9:00 a.m. (Regular),
Thursday, October 12, 2023, at 9:00 a.m. (Regular),
Thursday, October 26, 2023, at 9:00 a.m. (Organizational), and
Thursday, October 26, 2023, at 9:00 a.m. (Regular),
to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Executive Session:

Legal Issue: Terms and Conditions of a Software Contract

752-23: Cere

That Smoky Lake County Council go into Executive Session to discuss a Legal Issue in respect to Terms and Conditions of a Software Contract, under the authority of the FOIP Act Section 16: Third party business interests, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, and Executive Services Clerk, time 4:00 p.m.

Carried.

753-23: Cere

That Smoky Lake County Council go out of Executive Session, time 4:16 p.m.

Carried.

Government Frameworks.com Inc.'s Software: Cascade

754-23: Fenerty

That Smoky Lake County Council agree to fulfill the financial obligations for the user licenses and support for Cascade software payable to Government Frameworks.com Inc.'s under Invoice #7072721, in the total amount of \$54,819.32, dated March 30, 2023, and recommend a payment schedule as outlined in the original service agreement with the Annual Fees paid in the amount of \$25,467.75 in March 2024, and in the amount of \$26,741.13 in March 2025, as per discussions held under the authority of the FOIP Act Section 16: Third party business interests, in Executive Session on June 29, 2023.

Carried.

Executive Session:

Personnel Issue: Environment and Parks Manager Compensation

755-23: Cere

That Smoky Lake County Council go into Executive Session to discuss a Personnel Issue: Environment and Parks Manager Compensation, under the authority of the FOIP Act Section 17: Third party personal privacy, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, and Executive Services Clerk, time 4:18 p.m.

Carried.

756-23: Serben

That Smoky Lake County Council go out of Executive Session, time 4:48 p.m.

Carried.

Environment & Park Manager Salary Range

757-23: Gawalko That Smoky Lake County Council establish a salary range of \$81,070 to \$124,711, for the position of Environment & Park Manager and provide retro pay to the current Environment & Park Manager to January 1, 2023 accordingly, as per discussions held under the authority of the FOIP Act Section 17: Third Party Personal Privacy, in Executive Session on June 29, 2023.

Carried.

15. ADJOURNMENT:

758-23: Fenerty That the Smoky Lake County Council Meeting of June 29, 2023, be adjourned, time 4:49 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: #7.1

Topic: Tax agreements

Presented By: Brenda Adamson, Finance manager

Recommendation:

Motion#1 : That Smoky Lake County execute a Tax Agreement for Property Tax Roll Number 28170123, legally described as Plan 2206CL, Block 1, Lots 21 to 26 inclusive with a total monthly payment in the amount of \$211.00 per month effective September 1, 2023 for thirty six (36) consecutive months, as per Policy Statement No. 12-01-01 :Tax Agreement

Motion#2 : That Smoky Lake County execute a Tax Agreement for Property Tax Roll Number 12591540, legally described NE 15-59-12-W4 with a total monthly payment in the amount of \$421 per month effective September 15, 2023 for thirty six (36) consecutive months, as per Policy Statement No. 12-01-01 :Tax Agreement

Background:

Smoky Lake County has Policy 12-01-01 Tax Agreement to allow a landowner to request a tax agreement for payment of outstanding taxes. There are two requests to be addressed:

1. Tax roll 28170123 has \$4,968.09 of tax arrears and would be scheduled for tax sale this year. The owners have agreed to the terms as per policy and will pay \$211 per month for 36 months. This will pay the outstanding taxes plus estimated future taxes.
2. Tax roll 12591540 has \$7,563.70 in tax arrears and would be scheduled for tax sale this year. The owners have agreed to the terms as per policy and will pay \$421 per month for 36 months. This will pay the outstanding taxes plus estimated future taxes.

Benefits:

Adheres to legislation.

Allows the owner to avoid losing the property.

Disadvantages:

Alternatives:

Deny the agreement, take legal action to evict and proceed to auction.

Financial Implications:

n/a

Legislation:

Offer of parcel for sale

418(1) Each municipality must offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid. (2) Unless subsection (4) applies, the public auction must be held in the period beginning on the date referred to in section 417(2)(a) and ending on March 31 of the year immediately following that date. (3) Subsection (1) does not apply to a parcel in respect of which the municipality has started an action under section 411(2) to recover the tax arrears before the date of the public auction. (4) The municipality may enter



Request for Decision (RFD)

into an agreement with the owner of a parcel of land shown on its tax arrears list providing for the payment of the tax arrears over a period not exceeding 3 years, and in that event the parcel need not be offered for sale under subsection (1) until (a) the agreement has expired, or (b) the owner of the parcel breaches the agreement, whichever occurs first.

Intergovernmental:

Strategic Alignment:

Enclosure(s):

1. *Policy 12-01 Tax Agreement*
2. *Agreement for Plan 2206CL Block 1 Lots 21 to 26 inclusive (roll 28170123)*
3. *Agreement for NE 15-59-12-W4 (roll 12591540)*

Signature of the CAO: _____

SMOKY LAKE COUNTY



Title: Tax Agreement		Policy No.: 01-01
Section: 12	Code:	Page No.: 1 of 5

E

Legislation Reference: <i>Municipal Government Act, Section 418(8).</i>
--

Purpose: The intent of the Tax Agreement is to provide the landowner the ability to enter into an agreement to remove the property from Tax Sale.
--

Policy Statement and Guidelines:
<p>GUIDELINES</p> <p>STEP ONE:</p> <p>The Landowner whose properties are to be sold by Tax Sale, is responsible to approach Council if payment in full amount cannot be made; and enter in a “TAX AGREEMENT”.</p> <p>STEP TWO:</p> <p>Council’s decision to execute a Tax Agreement with the Landowner; and may allow the landowner up to a maximum of 3 (three) years to make equal payments of the arrears.</p> <p>STEP THREE:</p> <p>It is the responsibility of the landowner to pay the current years taxes and remain current during the term of the agreement.</p> <p>STEP FOUR:</p> <p>Any breach of the Tax Agreement by the Landowner automatically puts the property up for tax sale; and the arrears plus penalties are payable immediately.</p>

	Date	Resolution Number
Approved	December 11, 2006	# 93-06 - Page # 8256
Amended		
Amended		



TAX AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this ___ day of _____, 20___;

B E T W E E N:

SMOKY LAKE COUNTY
Box 310, Smoky Lake, Alberta T0A 3C0
Phone: (780) 656-3730
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Address: _____
Phone: (780) _____ or (780) _____
(hereinafter referred to as the "Landowner")

OF THE SECOND PART

WHEREAS the Landowner is the owner of the parcel legally described as:

(hereinafter referred to as the "Lands" and,

WHEREAS the Landowner acknowledges that the Lands are in tax arrears, as property taxes have not been paid since _____, and are subject to tax recovery proceedings;
(insert date)
and,

WHEREAS, the Landowner wishes to enter into an agreement to provide for the timely payment of all tax arrears and any taxes that will be levied during the term of this Agreement; and,

WHEREAS, the Municipality is agreeable to entering into such an agreement, pursuant to Section 418(4) of the *Municipal Government Act*;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

1. TERM OF THIS AGREEMENT

The term of this Agreement shall be from _____, 20___ to _____, 20___. (*NOTE: The term of the agreement can not exceed three years.*)

2. METHOD OF PAYMENT

- 2.1 Payment shall be made as calculated within “**Schedule A**”, hereto attached and forming part of this Agreement.
- 2.2 Payment shall be received on the _____ day of each month beginning on the _____ day of _____, 20____.
- 2.3 The Landowner hereby acknowledges and agrees that if he fails to make payment in accordance with 2(a) above, unless prior written waiver is provided by Smoky Lake County, during the term of this Agreement, this Agreement shall be null and void, and Smoky Lake County shall be entitled to proceed with tax recovery actions in accordance with the *Municipal Government Act*.
- 2.4 Should the Landowner sell the lands at any time during the term of this Agreement, all tax arrears, penalties, and costs to which Smoky Lake County is entitled under Division 8 of Part 10 of the *Municipal Government Act* shall immediately become due and payable.

3. MUNICIPAL RESPONSIBILITIES

- 3.1 Smoky Lake County agrees that it shall not pursue tax recovery proceedings relating to the property while this Agreement is in effect.
- 3.2 Smoky Lake County further agrees that upon full payment of all arrears that tax recovery notification shall be removed within thirty (30) days of funds being deposited with Smoky Lake County; and this Agreement shall therefore be terminated.

4. GENERAL

- 4.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as hereinafter may otherwise be provided, upon their executors, administrators, successors and assigns, if any.
- 4.2 This Agreement shall be interpreted and governed in accordance with the laws of the Province of Alberta and the forum of all disputes arising from this Agreement shall be the Courts of the Province of Alberta.
- 4.3 All terms, conditions and covenants within this Agreement shall be severable. Should any term, condition, or covenant herein be declared invalid or unenforceable by any court having the jurisdiction of this Agreement shall not be thereby affected and shall remain in full force and effect.
- 4.4 This Agreement may be registered as a caveat against the Lands.

5. **TERMINATION**

This Agreement shall come to an end:

- 5.1 If the Landowner fails to make a payment contemplated by the Agreement on the date it is required.
- 5.2 If the Landowner files for, or is placed in, bankruptcy.
- 5.3 Some other party takes legal proceedings in respect of the Property.

Upon termination, the full amount of the outstanding taxes (including interest) is immediately payable to Smoky Lake County.

6. **REPRESENTATIVES**

For the purpose of this Agreement, the following named individuals are the representatives of the parties to this Agreement and are hereby enabled to perform all obligations of the parties to this Agreement as contained within this Agreement:

FOR THE LANDOWNER:

SMOKY LAKE COUNTY

Name:

Reeve

Chief Administrative Officer

7. **SIGNATURE**

Witness:

Landowner:

SCHEDULE "A"

1. Description of Property

Tax Arrears Payment Calculations for

(Legal Description of Property)

2. Payment Calculation

Tax Arrears and Penalties \$ _____

Anticipated Taxes Levied

- Property \$ _____
- Business \$ _____
- Other (penalty) \$ _____

TOTAL TAX \$ _____

3. Payment Schedule

Payment shall begin on the _____ day of _____, 20____, and shall be made: Weekly Monthly Quarterly Other _____ thereafter.

4. Payment Calculation

Total Tax \$ _____ divided by _____ (# of Payments) = \$ _____ (payment amount)



TAX AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this 14 day of July, 2023;

BETWEEN:

SMOKY LAKE COUNTY
Box 310, Smoky Lake, Alberta T0A 3C0
Phone: (780) 656-3730
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Address: _____
Phone: (780) _____



(hereinafter referred to as the "Landowner")

OF THE SECOND PART

WHEREAS the Landowner is the owner of the parcel legally described as:

PLAN 2206CL BLOCK 1 LOTS 21026 INCLUSIVE
(hereinafter referred to as the "Lands" and, (ROLL # 28170123))

WHEREAS the Landowner acknowledges that the Lands are in tax arrears, as property taxes have not been paid since JANUARY 29, 2020, and are subject to tax recovery proceedings;
(insert date)

and,

WHEREAS, the Landowner wishes to enter into an agreement to provide for the timely payment of all tax arrears and any taxes that will be levied during the term of this Agreement;
and,

WHEREAS, the Municipality is agreeable to entering into such an agreement, pursuant to Section 418(4) of the *Municipal Government Act*;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

1. TERM OF THIS AGREEMENT

The term of this Agreement shall be from SEPTEMBER 1, 2023 to AUGUST 1, 2026. (NOTE: The term of the agreement can not exceed three years.)

2. METHOD OF PAYMENT

- 2.1 Payment shall be made as calculated within "Schedule A", hereto attached and forming part of this Agreement.
- 2.2 Payment shall be received on the 1ST day of each month beginning on the 1ST day of SEPTEMBER, 2022.
- 2.3 The Landowner hereby acknowledges and agrees that if he fails to make payment in accordance with 2(a) above, unless prior written waiver is provided by Smoky Lake County, during the term of this Agreement, this Agreement shall be null and void, and Smoky Lake County shall be entitled to proceed with tax recovery actions in accordance with the *Municipal Government Act*.
- 2.4 Should the Landowner sell the lands at any time during the term of this Agreement, all tax arrears, penalties, and costs to which Smoky Lake County is entitled under Division 8 of Part 10 of the *Municipal Government Act* shall immediately become due and payable.

3. MUNICIPAL RESPONSIBILITIES

- 3.1 Smoky Lake County agrees that it shall not pursue tax recovery proceedings relating to the property while this Agreement is in effect.
- 3.2 Smoky Lake County further agrees that upon full payment of all arrears that tax recovery notification shall be removed within thirty (30) days of funds being deposited with Smoky Lake County; and this Agreement shall therefore be terminated.

4. GENERAL

- 4.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as hereinafter may otherwise be provided, upon their executors, administrators, successors and assigns, if any.
- 4.2 This Agreement shall be interpreted and governed in accordance with the laws of the Province of Alberta and the forum of all disputes arising from this Agreement shall be the Courts of the Province of Alberta.
- 4.3 All terms, conditions and covenants within this Agreement shall be severable. Should any term, condition, or covenant herein be declared invalid or unenforceable by any court having the jurisdiction of this Agreement shall not be thereby affected and shall remain in full force and effect.
- 4.4 This Agreement may be registered as a caveat against the Lands.

5. **TERMINATION**

This Agreement shall come to an end:

- 5.1 If the Landowner fails to make a payment contemplated by the Agreement on the date it is required.
- 5.2 If the Landowner files for, or is placed in, bankruptcy.
- 5.3 Some other party takes legal proceedings in respect of the Property.

Upon termination, the full amount of the outstanding taxes (including interest) is immediately payable to Smoky Lake County.

6. **REPRESENTATIVES**

For the purpose of this Agreement, the following named individuals are the representatives of the parties to this Agreement and are hereby enabled to perform all obligations of the parties to this Agreement as contained within this Agreement:

FOR THE LANDOWNER:

SMOKY LAKE COUNTY

Name:

Reeve

Chief Administrative Officer

7. **SIGNATURE**

Gabrielle Semerivik

Witness:

[Signature]

Landowner:

SCHEDULE "A"

1. Description of Property

Tax Arrears Payment Calculations for

PLAN 2206CL BLOCK 1 LOTS 21 TO 26 INCLUSIVE
(Legal Description of Property) (ROLL # 28170123)

2. Payment Calculation

Tax Arrears and Penalties	\$	<u>4968.09</u>
Anticipated Taxes Levied		
■ Property	\$	<u>2001.77</u>
■ Business	\$	<u> </u>
■ Other (penalty)	\$	<u>864.87</u>
TOTAL TAX	\$	<u>7564.73</u>

3. Payment Schedule

Payment shall begin on the 1 day of SEPTEMBER, 2023, and shall be made: Weekly Monthly Quarterly Other _____ thereafter.

4. Payment Calculation

Total Tax \$ 7564.73 divided by 36 (# of Payments) = \$ 210.13 (payment amount)

ROUND UP PAYMENT TO \$211.00



TAX AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this 15th day of July, 2023

BETWEEN:

SMOKY LAKE COUNTY
Box 310, Smoky Lake, Alberta T0A 3C0
Phone: (780) 656-3730
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Address:
Phone: (7



OF THE SECOND PART

WHEREAS the Landowner is the owner of the parcel legally described as:

NE 15-59-12-4 (ROLL# 12591540)
(hereinafter referred to as the "Lands" and,

WHEREAS the Landowner acknowledges that the Lands are in tax arrears, as property taxes have not been paid since SEP 27, 2016, and are subject to tax recovery proceedings;
(insert date)

and,

WHEREAS, the Landowner wishes to enter into an agreement to provide for the timely payment of all tax arrears and any taxes that will be levied during the term of this Agreement;
and,

WHEREAS, the Municipality is agreeable to entering into such an agreement, pursuant to Section 418(4) of the *Municipal Government Act*;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

1. TERM OF THIS AGREEMENT

The term of this Agreement shall be from SEPTEMBER 15, 2023 to AUGUST 15, 2026. (NOTE: The term of the agreement can not exceed three years.)

2. METHOD OF PAYMENT

- 2.1 Payment shall be made as calculated within "Schedule A", hereto attached and forming part of this Agreement.
- 2.2 Payment shall be received on the 15 day of each month beginning on the 15 day of SEPTEMBER, 2023.
- 2.3 The Landowner hereby acknowledges and agrees that if he fails to make payment in accordance with 2(a) above, unless prior written waiver is provided by Smoky Lake County, during the term of this Agreement, this Agreement shall be null and void, and Smoky Lake County shall be entitled to proceed with tax recovery actions in accordance with the *Municipal Government Act*.
- 2.4 Should the Landowner sell the lands at any time during the term of this Agreement, all tax arrears, penalties, and costs to which Smoky Lake County is entitled under Division 8 of Part 10 of the *Municipal Government Act* shall immediately become due and payable.

3. MUNICIPAL RESPONSIBILITIES

- 3.1 Smoky Lake County agrees that it shall not pursue tax recovery proceedings relating to the property while this Agreement is in effect.
- 3.2 Smoky Lake County further agrees that upon full payment of all arrears that tax recovery notification shall be removed within thirty (30) days of funds being deposited with Smoky Lake County; and this Agreement shall therefore be terminated.

4. GENERAL

- 4.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as hereinafter may otherwise be provided, upon their executors, administrators, successors and assigns, if any.
- 4.2 This Agreement shall be interpreted and governed in accordance with the laws of the Province of Alberta and the forum of all disputes arising from this Agreement shall be the Courts of the Province of Alberta.
- 4.3 All terms, conditions and covenants within this Agreement shall be severable. Should any term, condition, or covenant herein be declared invalid or unenforceable by any court having the jurisdiction of this Agreement shall not be thereby affected and shall remain in full force and effect.
- 4.4 This Agreement may be registered as a caveat against the Lands.

SCHEDULE "A"

1. Description of Property

Tax Arrears Payment Calculations for

NE 15-59-12-4
(Legal Description of Property)
(Roll # 12591540)

2. Payment Calculation

Tax Arrears and Penalties	\$	<u>7563.70</u>
Anticipated Taxes Levied		
■ Property	\$	<u>4432.12</u>
■ Business	\$	<u> </u>
■ Other (penalty)	\$	<u>3,092.57</u>
TOTAL TAX	\$	<u>15,088.39</u>

3. Payment Schedule

Payment shall begin on the 15 day of SEPTEMBER, 2023, and shall be made: Weekly Monthly Quarterly Other _____ thereafter.

4. Payment Calculation

Total Tax \$ 15,088.39 divided by 36 (# of Payments) = \$ 419.12 (payment amount)
ROUND UP TO \$421.00



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.2

Topic: July Requests for Donations

Presented By: Brenda Adamson, Finance

Recommendation:

That Smoky Lake County provide the Ukrainian Orthodox Society of Spedden with a donation of \$??? from Grants to Individuals and Organizations in response to a letter from Gordon Gordey, Treasurer, dated May 31, 2024 requesting funding.

Background:

In June, Council made the following motion in response to a request for funds from the Ukrainian Orthodox Society of Spedden. The letter requested contribution of \$3,705 to cover water and a portion of insurance costs.

Ukrainian Orthodox Society of Spedden – Donation Request

703-23: Fenerty That Smoky Lake County **defer** the request received from Gordon Gordey, Treasurer, Ukrainian Orthodox Society of Spedden, dated May 31, 2024, requesting funding towards their operating shortfall; and request further information in respect to their financial statements.

Enclosed are the financial statements as requested.

There is \$10,903 available in the grants to individuals and organizations budget. \$2,673.24 has been donated to the Stry Ukrainian Catholic Rec Society as well as Stry 75th Anniversary Hall.

Benefits:

- Providing the requested funds will allow the Ukrainian Orthodox Society to continue to operate.

Disadvantages:

- Many volunteer organizations are financially challenged, especially after losing the ability to hold functions during COVID.
- Not funding the entire request could put undue financial pressure on the Hall, however there are likely to be many more requests for financial assistance.

Alternatives:

- That Smoky Lake County donated a portion of the funds requested.
 - That Smoky Lake County donates no funds because the Covid grant was a one time offer from the Province and Smoky Lake County does not have the budget capacity to fund the halls at this time.
-

Financial Statement (Yr. End December 31 2022)
Ukrainian Orthodox Society of Spedden
o/a Spedden Ukrainian Orthodox Church of Holy Trinity

REVENUE	Actual @ Dec 31 2022
Membership Fees (2022) - 15 full members + 4 dual	\$95
Charitable Donation Pledge Pd. Along with Membership	\$1,805
Charitable Donations Members (Church Plate & Other)	\$1,875
Charitable Donations -30 non-members (Church Plate & Other)	\$3,970
Charitable Donations - Alberta Cantor Association	\$500
Charitable Donations PERPETUAL GRAVEYARD FUND	\$530
Bank Interest	\$135
GST Rebate	\$119
Hall Rental - (Wedding \$600, Auction \$450)	\$1,050
Petty Cash Increase (Reported in Appendix for 2022)	N/A
TOTAL Revenue	\$9,879
Note for Information: Amount collected in Church - both Plate Collection and Yearly Donations Made (Easter - \$835, Provody - \$1,990, Hram - \$365)	
EXPENSES	
District Budget - Parish Priest	\$1,475
Parochial District Levy	\$1,000
Consistory - Parish Levy (15X\$115) \$1725 Not Paid	Not Paid
Western Diocese Levy (15X\$15)\$255 Not Paid (Note: A Total of \$1,190 is UNPAID for 2022 to Consistory & Western Earchy in Levies)	Not Paid
Church Building Fire & Liability Insurance Expires Sept. 14, 2023	\$2,916
Hall building Liability Insurance - changed to demolition May 21, 2022, and not replacement. (Next bill in 2023 will be \$1,780 with a credit of \$909 from 2022)	\$2,689
Equipment and Repairs 2022 (Hall Water Tank, Cistern Jet Pump, Urnal = \$3,397)(Cemetery Locks = \$46)	\$3,443
Utilities - Electricity Church (\$225 in Rebates for 2022)	\$531
Utilities - Electricity Hall (\$225 in Rebates for 2022)	\$1,636
Utilities- Natural Gas Church	\$570
Utilities- Natural Gas Hall	\$2,458
Utilities - Sewage Hall	\$247
Honariums/Tributes	\$0
Stationery, New Cheques, Postage	\$258
Supplies - General/Janitorial	\$0
Miscellaneous Transfer 2022 to Casino Acc't for Cheques	\$100
Contract Work (Pd. From Petty Cash & Bank)- Grass/Snow -Church,Hall, Graveyard	\$1,480
Church Articles & Supplies	\$0
TOTAL Expenses	\$18,803
Revenue MINUS Expenses	(\$8,924)
Outstanding Liabilities- Levies 2022	(\$1,950)
Total Operating Loss for 2022	(\$10,874)
Note: In 2022 Hall Losses were \$1,000 of the \$10,874	
Note: Cemetery Restricted Fund Pre-Paid Future Years to 2026. Donations recognized in the year they are received.	
Prepays of \$2,671 is an internal Goodwill Liability against our Chequing Account.	
	N/A
Savings T-Bill Account Balance	\$11,798
Community Spirit Chequing Account	\$4,749
Community Spirit Account - CASINO	\$28
TOTAL ALL Bank Accounts	\$16,576
Balance in Petty Cash	\$149
TOTAL: Bank Accounts plus Petty Cash Balance	\$16,724
Ukrainian Orthodox Society of Spedden, Alberta Lotteries Gaming ID #19337	

Gordon Gordey
Treasurer: Gordon Gordey

Date *March 11/23*
Date *MARCH 11/23*

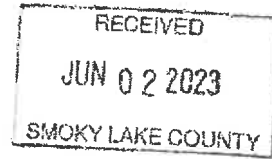
Financial Statement Reviewed
Mark
Edward Hark

Spedden Hall Operating Costs

	Hall ONLY from Financial Statement Actual @Dec 31 2021	Hall ONLY Financial Statement Actual @Dec 31 2022	Budget 2023
SPEDDEN Hall Revenue			
Rentals	\$350	\$1,050	\$950
Casino Funds - donated from Spedden Ukrainian Orthodox Church	\$0	\$0	\$2,500
Grant Support Applied for Smoky Lake County			\$3,705
Total Revenue	\$350	\$1,050	\$7,155
SPEDDEN Hall Expenses			
Utilities - Electricity	\$1,620	\$1,636	\$1,800
Utilities - Natural Gas	\$2,099	\$2,458	\$2,000
Sewage	\$0	\$247	\$300
Equipment/Repair	\$247	\$3,443	\$200
Janitorial Supplies	\$14	\$0	\$200
Insurance - Fire and Liability	\$2,849	\$2,689	\$2,700
Total Expenses	\$6,829	\$10,473	\$7,200
	(\$6,479)	(\$9,423)	(\$45)
2023 Loss without Smoky Lake County Support			(\$3,750)
Prepared by Gordon Gordey, Treasurer - June 30, 2023			

County of Smoky Lake
Smoky Lake AB T0A 3C0

May 31, 2023



Attention Gene Sobolewli (Chief Administrative Officer) & County Council

Spedden Community Hall Grant Support Request


Our community hall finds itself in an operating fund shortfall as we strive to stay open to serve our Spedden area and Smoky Lake County users. COVID restrictions deprived us of revenue for nearly two years. In addition we were hit with two large unexpected bills. Our cistern jet pump and hot water tank failed and needed to be replaced at a cost of \$3,397. We are also facing the cost of repairing an unexpected roof leak. Overall with these fixes our hall is in very good physical shape having been very well maintained in the past through fundraising efforts. We will be having a casino in Camrose later this year so this will allow us to have some revenue, although the casino funds are primarily designated to keep our Church and graveyard serving our community. Right now it is estimated that there is a 41 month wait between casinos at Camrose so you can see that there is very little annual revenue available to put toward the Hall because the total estimated casino take of \$14,000 has to be apportioned o last three years.

Needless to say we faced increased costs in insurance, natural gas (up \$450), and electricity. We took the responsible route of reducing our insurance coverage to just cover liability and site cleanup – canceling our building replacement. Insurance went down from \$2,850 in 2022 to \$1,780 in 2023 saving us \$1,070 in the first year.

In the first earned revenue bounce back from COVID, in 2022 we had 3 events - a wedding rental, a church sponsored pot luck dinner, and a community auction. So far in 2023 we have had 6 events - a community auction, two family special event celebrations, a 40th anniversary event, church sponsored pot luck, and a Lakeland Agricultural Association (LARA) regional meeting. We project at least two more rental events in this year.

We appeal to the Smoky Lake County “Grants to Non-Profit Profit Organizations” budget for grant support to offset the unexpected maintenance costs for continuing to supply water to the hall (\$3,260) plus 25% of the insurance costs (\$445) for **total grant support of \$3,705**. Our Hall is owned and maintained by the non-profit Ukrainian Orthodox Society of Spedden.

Thank you in advance to Smoky Lake County to supporting our community infrastructure.

Gordon Gordey 
Treasurer, Ukrainian Orthodox Society of Spedden

Eddy Huk, President



Receipt
September 09, 2022

Issued by
HIGH MARK AGENCIES LTD
BOX 753 44 WHEATLAND AVE
SMOKY LAKE AB T0A 3C0
780-656-3535

Transaction details

Name	spedden ukrainian orthodox church
Reference #	1073347995
Amount	\$2,845.00
Method	Cheque

annual insurance

Thank you

*Reduced to
\$1,780 for 2023*



Rocket Plumbing & Heating Ltd. 1999

PLUMBING & HEATING SERVICES
P.O. BOX 1591, ST. PAUL, ALBERTA T0A 3A0
Donmar@mcsnet.ca
TELEPHONE: 645-2230
GST #877518829RT

DATE Mar 10 20 22

CUSTOMER:

SPECTEN HALL

ADDRESS:

62 Gordon Road

AMOUNT: \$

INVOICE

WORK DONE & MATERIAL

955-5535

Supply + install
of 64L HWT

1200.00

[Handwritten notes and signatures]
#415
11/11/22
AS

TERMS: NET WITHIN 14 DAYS. INTEREST WILL BE CHARGED ON ALL ACCOUNTS NOT PAID WITHIN 21 DAYS AT THE RATE OF 3% PER MONTH (36% PER ANNUM)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE ISSUED.

MATERIAL TOTAL

LABOUR TOTAL

SUB TOTAL

GST

INVOICE TOTAL

1200.00

45.00

1245.00

CUSTOMER SIGNATURE:

\$85.00 MINIMUM CHARGE

Rocket Plumbin. & Heatin. Ltd.

GST #877518829RT

P.O. BOX 1591, ST. PAUL, ALBERTA T0A 3A0
Telephone: 645-2230

Printed Journal Print



Rocket Plumbing & Heating Ltd. 1999

PLUMBING & HEATING SERVICES
P.O. BOX 1591, ST. PAUL, ALBERTA T0A 3A0
Donmar@mcnet.ca
TELEPHONE: 645-2230
GST #877518829RT

DATE Apr 30 20 22

CUSTOMER: SPEDDEN GYM HALL
ADDRESS: 90 Good Gony
AMOUNT: \$ _____
WORK DONE & MATERIAL _____

INVOICE

Change Jet Pump to Water

1	HP. BENDLEY JET PUMP	700.00
1	1" SPRING CHECK VALVE	53.00
1	1" GAL 90°	6.00
3	1" GAL N.P.P.S	12.00

SPEDDEN UKRAINIAN ORTHODOX CONGREGATION OF HOLY TRINITY
GENERAL DELIVERY
SPEDDEN, ALBERTA T0A 3E0

000496

DATE 2022-05-24
Y Y Y Y M M D D

PAY TO Rocket Plumbing & Heating Ltd. 1999 \$ 1265.25
the order of ONE thousand two hundred and sixty five and 25/100 DOLLARS

ATB Financial
4801 - 50 AVE., P.O. BOX 440
ST. PAUL, ALTA. T0A 3A0

SPEDDEN UKRAINIAN ORTHODOX CONGREGATION OF HOLY TRINITY

RE 1000496
PER [Signature]
PER [Signature]

⑈000496⑈ ⑆07379⑆ 219⑆ 1084119⑆ 24⑈

TERMS: NET WITHIN 14 DAYS. INTEREST WILL BE CHARGED ON ALL ACCOUNTS NOT PAID WITHIN 21 DAYS AT THE RATE OF 3% PER MONTH (36% PER ANNUM)
PLEASE PAY ON INVOICE. NO STATEMENT WILL BE ISSUED.

MATERIAL TOTAL	771.00
LABOUR TOTAL	437.00
SUB TOTAL	1208.00
GST	60.25
INVOICE TOTAL	1268.25

CUSTOMER SIGNATURE: _____
\$85.00 MINIMUM CHARGE
Rocket Plumbing & Heating Ltd.
GST #877518829RT
P.O. BOX 1591, ST. PAUL, ALBERTA T0A 3A0
Telephone: 645-2230

Community Spirit Account *CASINO ACCOUNT*

257-0010841025 CAD As of May 31, 2023 @ 11:27 am MT

Print

Current balance **\$3,026.88**
Available balance **\$3,026.88**

Transaction history

Date (from) Date (to)

Show results of

There are no transaction records for the selected date range.

Date ↑	Description	Type	Debit	Credit	Running balance
--------	-------------	------	-------	--------	-----------------



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023
Topic: July Requests for Sponsorships
Presented By: Brenda Adamson, Finance

Agenda Item: # 7.3

Recommendation:

Motion #1 That Smoky Lake County provide the Kinette Club of Smoky Lake a monetary donation of _____ as well as promotional items when needed.

Background:

We have received a request from the Kinette Club of Smoky Lake for support for several upcoming events and raffles which are being held to raise funds towards a new Sport Park in Smoky Lake.

- Annual Beer Gardens
- Pumpkin Fair Pancake Breakfast
- 10 Year Anniversary Casino Night
- 12 Days of Christmas Raffle

In 2023, we have donated \$300 for Ladies Night.

In 2022 we donated \$300 for the Ladies Night.

We often donate Promotional items for raffles and draws.

Benefits:

Donations to the Kinettes will be used to build a Sport Park in the Town of Smoky Lake

Disadvantages:

The budget is very limited

Alternatives:

1. Donate dollars
2. Donate promotional items
3. Take no action.

Financial Implications:

There is \$10,903 of \$29,000 remaining in the budget for contributions to individuals and organizations.

Legislation:

na

Intergovernmental:

na

Strategic Alignment:

na

Enclosure(s):

1. *Kinette Club of Smoky Lake Letter*

Signature of the CAO: _____



Kin Canada
Kinette Club
of Smoky Lake

Box 1204
Smoky Lake, AB, T0A 3C
s kinetteclub@gmail.com

June 26th, 2023

To our faithful supporters,

We are sending this letter to you today to request your support for our upcoming events and raffles that we have planned for the year. We have decided to send one request letter to avoid asking multiple times per year. We thought this way would be easier for all involved to be able to plan the year and budget donations.

We would appreciate any support you are willing to give to any of the below. These are all done annually.

August 6th, 2023 – Annual Beer Gardens

Entertainment - Band/Mechanical bull cost of \$5000 – monetary donations needed.

October 7th, 2023 – Pumpkin Fair Pancake Breakfast – Monetary donations needed.

November 18th, 2023 – We will be celebrating our 10 Year Anniversary. We will be hosting a Casino Night. We will be asking for casino table sponsors and Silent Auction Items. We will be sending out another letter about this event in the near future with details on the casino table sponsorship.

Dec 13th – 24th, 2023 – 12 Days of Christmas Raffle – Big or Small ticket items needed for everyday of the 12 days plus Monetary Donations.

All proceeds from these events/raffles will be going towards the new Sport Park.

The Kinette Club of Smoky Lake currently operates the Angel Tree Toy Drive, hosts several community events annually, provides funds for various community projects/groups and a bursary for H.A. Kostash students. Our next major project for the community is a Sport Park. Fundraisers like the ones above provide a social activity for the community and provide funds for our activities.

For more information or to arrange donation pickup (items can be dropped at Pappy's, please include your contact info), contact by phone or text, fundraising committee, Tanya Trenchuk **780-656-0549** or Ashley Losier at **780-656-1066** or email s kinetteclub@gmail.com.

We would like to thank all the businesses and families that have supported us in the past and look forward to your continued support in 2023. Without you, we would not be able to serve our Community's greatest needs.



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: #7.4

Topic: July Requests for Donations

Presented By: Brenda Adamson, Finance

Recommendation:

Motion #1 That Smoky Lake County provide the Smoky Lake Golf Club with \$300.00 to provide the Junior Golf Program.

Background:

We have received a request from the Smoky Lake Golf Club for a donation of \$300.00 for the 2023 Junior Golf Program. The Club has asked both the Town and County for a portion of the costs for the Golf Pros

We have made the following contributions to this program:

- 2022 \$952.38
- 2021 \$1,000.00

Benefits:

- The program will provide youth with an inexpensive form of recreation.

Disadvantages:

Alternatives:

- That Smoky Lake County donated a portion of the funds requested.
 - That Smoky Lake County donate no funds.
-

Financial Implications:

There is currently \$10,903 available in the budget for grants to individuals and organizations.

Legislation:

na

Intergovernmental:


na

Strategic Alignment:

na

Enclosure(s):

1. Letter from Smoky Lake Golf Club

Signature of the CAO: 



To: Town and County of Smoky Lake

From: Smoky Lake Golf Course

On behalf of the Smoky Lake Golf Club, I would like to express my appreciation for the support that we have received from the County of Smoky Lake. Without your efforts, we would not have been able to put on some of the programs that we like provide for the community.

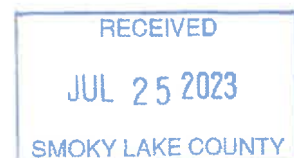
This year we hope to once again host the Junior Golf Program. Our program runs every Wednesday and involves golfers between the ages of 6-16 years. On average in the past, we have around 15-20 golfers golfing every Wednesday. The Junior Golf Program is designed to encourage a passion for the sport of golf in the youth of the community. Members of the Junior Golf Program have the opportunity to spend time working with professionals on their skills at the driving range and on the putting green which they later get to put to use on the course.

As you know, programs like this require time, effort, as well as funding. Our program has been successful in the past, however; we hope to take it to the next level this season. The program helps bring the younger generation to the golf course and with this expected increase in youth members which will require more funding to support our program. We are asking for \$300 to help pay for our golf pros this year named Aaron and Joby.

Sincerely

Craig Lukinuk

Club House Manager





Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: #7.5

Topic: Bridge #BF08200 - SE 2-59-13-W4M on Township Road 590 East of Range Road 132

Presented By: Interim CAO /Public Works Manager

Recommendation:

That Smoky Lake County apply for funding through the Strategic Transportation Infrastructure Program to repair the Bridge identified as BF08200, near the lands legally describes as SE 2-59-13-W4M on Township Road 590, East of Range Road 132 and to wait until enough funds have been secured to carry out repairs and to reopen the bridge.

Background:

June 19, 2023, concrete breakdown and exposed rebar was noted on the bridge deck of BF08200 as pictured below:



June 26, 2023, further degradation to the bridge deck was noted as pictured below, and the bridge was then closed:



June 29, 2023, Council Motion #726-23, provided authorization for approved Formula Alberta to inspect the bridge and assess the failures to create a quote for repairs.

July 19, 2023, the Finance Manager received an email from Jen Plamondon, P.Eng., Project Manager, Associated Engineering Alberta Ltd., providing the following estimate for Formula Alberta, to complete the repairs to the deck at BF08200 in order to put the bridge back in service:

- 1) Mobilize - \$18,339 (Minimum requirement)
- 2) Remove gravel from deck - \$3,375 (recommended)
- 3) Replace girders 4 and 6 - \$34,750 (used girders only) (minimum requirement)



Request for Decision (RFD)

- 4) Pending Inspection from AE after removal of gravel, complete additional partial depth repairs assume 1 m² - (w/o forms) \$3,500 /m² (recommended)
- 5) Place cold mix on deck (supply by County) – \$7,750 (recommended, could be done in-house)
- 6) TAS/ECO by others (required, budget \$10,000 for contractor to satisfy contractual requirements)
- 7) not including engineering (required, assume \$22,500 for contract package prep, contract admin and site visits)
- 8) assumes no environmental permits required (not required)

An estimated budget including engineering for total contract package preparation, construction administration, and site visits would be around **\$100,000 plus 15% contingency** to complete these repairs. These repairs are expected to keep the bridge operational for 2-3 years.

To just reopen the bridge, we would need to do a minimum of #1, 3, and 6 for an estimated cost of \$63,089 plus some engineering costs.

Repairs for this bridge were scheduled for 2024 for an estimated cost of \$214,000 (this cost will need to be reviewed and updated over the next few months). The STIP grant was scheduled to be applied for by the end of November.

Benefits:

- Applying for funding for a closed bridge will strengthen our application.
- If we keep the bridge closed until we receive a grant, we will not spend unbudgeted funds.
- If we keep the bridge closed until we receive a grant, the risk of needing to spend further funds in a few months will be eliminated.

Disadvantages:

- The Bridge is closed requiring traffic on Township 590 to detour.
- There is still a risk we will not receive the STIP grant.

Alternatives:

- Authorize the minimum immediate repairs to get the bridge open. (with no assurances as to how safe or how long the bridge would be able to remain open)
- Authorize all recommended repairs.
- Permanently Close the bridge.

Financial Implications:

The available budget for the project is \$0.00. If it were to go ahead it would be considered either an unbudgeted expense or could be funded from reserves. If the grant is approved for 2024, Smoky Lake County would have to contribute 25% of the total project costs. This would be funded through the Federal Gas Tax.

Legislation:

Smoky Lake County Bridge Program.

Intergovernmental:



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.6

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: 



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
-------------------------------	-----------------------------

Purpose:	To outline protocol in the provision and use of a Community Peace Officer Patrol Vehicle.
-----------------	---

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 Enforcement Services – 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:

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.
- 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. (*Lead by Example*).

Title: Peace Officer Patrol Vehicle		Policy No.: 37-01
Section: 02	Code: P-A	Page No.: 3 of 3

Policy Statement and Guidelines:

Replacement of Patrol Vehicle:

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	August 3, 2023	# 000-23 - Page # 00000
Amended		
Amended		
Amended		



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.7

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

Presented By: Bylaw Enforcement

Recommendation:

That Smoky Lake County amend Policy Statement No. 02-36-02: Peace Officer Uniform and Equipment

Background:

Policy was originally adopted on February 15, 2023. Amendment to Policy is a new "Shoulder Flash" Photo. The Department was previously known as Protective Services - Administration changed to Enforcement Services. This is one of the mandatory Policies to remain in compliance with the Peace Officer Program.

Benefits:

Peace Officer will be identified as a law enforcement and readily identifiable to the public to respond to protective and enforcement services through the proper wear of a uniform and equipment.

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 02-36-01: Peace Officer Uniform and Equipment

Signature of the CAO: _____



SMOKY LAKE COUNTY



Title: Peace Officer: Uniform and Equipment		Policy No.: 36-02
Section: 02	Code: P-A	Page No.: 1 of 3

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To provide Smoky Lake County Community Peace Officer direction on the appropriate standards for uniform dress and equipment.
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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 Enforcement 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.: 36-02
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 the following equipment while on-duty:
 - Defensive baton
 - Oleoresin Capsicum (OC) Spray

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

Policy Statement and Guidelines:	
<ul style="list-style-type: none"> ■ Soft body armor (Protective Vest) ■ Body Worn Camera ■ Radio and Clip ■ Handcuffs 	<p>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.</p> <p>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.</p> <p>4.13 An inventory list of the employee's uniform and equipment will be kept and maintained by Community Peace Officer.</p>

	Date	Resolution Number
Approved	February 15, 2023	# 365-23 - Page # 15503
Amended	August 3, 2023	#
Amended		
Amended		
Amended		



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: #7.8

Topic: 2023 Asphalt Paving Project #P2314 - Tender

Presented By: Interim CAO / Public Works Manager

Recommendation:

That Smoky Lake County proceed to tender for the Project #P2314, described as paving one mile of Township Road 612 between Highway 855 and Range Road 174, as per the 5-Year Road Plan.

Background:

The Five-Year Road Plan was approved on January 26, 2023. The P2314 paving project is listed under the 2023 projects at a length of one mile at an estimated cost of \$352,500 to be funded from the aggregate levy.

Administration prepared an "Invitation to Tender" to contract out the 2023 County Asphalt Paving. The Invitation to Tender will be posted on Alberta Connection Purchasing to comply with NWPTA: New West Partnership Trade Agreement. Deadline for Tenders: August 18, 2023.

Public Works Manager will prepare an Evaluation Framework referencing the sections of the Tender indicating the criteria and requirements to be completed by Tenderers for the August 23, 2023 Council Meeting

Benefits:

This aligns with the 5-Year Road Plan:

Disadvantages:

Unknown.

Alternatives:

Any alternative to the recommendation is at the discretion of Council.

Financial Implications:

The available budget for the project is \$325,500.00 funded from the Aggregate Levy.

Legislation:

Policy Statement No. 03-18-18: Five-Year Road Plan.

Intergovernmental:


N/A

Strategic Alignment:

N/A

Enclosure(s):

1. Tender Package for Paving Project: P2314.

Signature of the Interim CAO:  _____

SMOKY LAKE COUNTY



INVITATION TO TENDER

SEALED TENDERS

For: **Smoky Lake County - 2023 County Asphalt Paving Project**

Tender Number: 2023-01-P2314

WILL BE RECEIVED

By: **Smoky Lake County ("County")**

At: 4612 McDougall Drive, Box 310, Smoky Lake, Alberta T0A 3C0

TENDER CLOSING

Date: Friday, August 18, 2023

Time: 2:00:00 P.M. local time

1. The Work to be undertaken generally involves, but is not necessarily limited to:
Supply, place and finish H-1 or M-1 hot mix asphalt to a minimum depth of 75 mm on

1 mile of 7.3 m (average) top on County roads (approximately 2000 T)

Location: Township Road 612 between Highway 855 and Range Road 174
2. All tenders shall be submitted to Smoky Lake County's Main Office located at:
4612 McDougall Drive, Smoky Lake, Alberta
3. The County reserves the right to require the tender bidder to execute the Contract to perform the Work as set out within the tender documents. Tender submissions cannot be withdrawn after the Tender Closing date and are irrevocable and open for acceptance by the County for a period of thirty (30) days after the Tender Closing date. The successful bidder will be notified of award in writing by "Letter of Intent" from the County.

NOTE: It is the bidder's responsibility to check for any addenda that will be posted on the Alberta Purchasing Connection at www.purchasingconnection.ca

- END OF "INVITATION TO TENDER" SECTION -

TENDER INSTRUCTIONS

1. INTRODUCTION

- 1.1 The Smoky Lake County (the “County”) invites tenders from Contractors to:
Supply, place and finish H-1 or M-1 hot mix asphalt to a required depth of 75 mm on 1 mile of County Road located on Township Road 612 between Highway 855 and Range Road 174 (the “Work”) as more particularly set out in the Instructions to Tenderers and also in Appendix “A” therein.
- 1.2 The County will receive sealed tenders until 2:00:00 P.M. MST on **Friday, August 18, 2023** (“Tender Closing”). Faxed tenders or emailed tenders will not be accepted and will be returned to the Tenderer.

2. SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the County in a sealed envelope clearly marked with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the County in accordance with the Invitation to Tender and the Instructions to Tenderers at:

SMOKY LAKE COUNTY
4612 McDougall Drive, Box 310
Smoky Lake, AB T0A 3C0
Attention: Lydia Cielin, Interim CAO
- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the County reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the County as to the compliance, or not, of the subject tender.

3. TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.

- 3.2 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favor of the post Tender Closing submission.
- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Lydia Cielin, Interim CAO of the County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the County in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5. TENDER DOCUMENTS

- 5.1 The documents for the Tender are:
- 5.1.1 Invitation to Tender
 - 5.1.2 Instructions to Tenderers
 - 5.1.3 Contract
(hereinafter collectively referred to as the "Tender Documents")
By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6. VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the County at least 2 calendar days prior to the Tender Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 2 calendar days prior to the Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the County, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7. ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the Work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

8. TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
 - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and

- 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
- 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
- 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.
- 8.5 Tender deposit – the Tender must be accompanied by a certified cheque or bid bond made payable to Smoky Lake County in the amount of 10% of the total sum tendered for the work.

9. PERFORMANCE AND LABOUR AND MATERIAL PAYMENTS BONDS

- 9.1 The Successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment bond. For the purposes of this Article, both of these bonds shall be referred to as the "Bonds".
- 9.2 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Contract.
- 9.3 The Bonds are to be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the County in the amount of 50% of the Contract Price.
- 9.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 9.5 The Successful Tenderer shall provide all required Bonds to the County no later than 10 working days after receipt of the Letter of Intent from the County.

10. INSURANCE AND SAFETY

- 10.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker

certified that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.

- 10.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 10.3 The Successful Tenderer shall provide all required insurance to the County no later than 10 working days after receipt of a Letter of Intent from the County.
- 10.4 The Successful Tenderer shall attend a pre-job safety meeting with Smoky Lake County Loss Prevention Coordinator.
- 10.5 The Successful Tenderer will comply with Smoky Lake County’s Contractor Health and Safety Management Policy and/or Occupational Health and Safety Regulations.

11. COMMENCEMENT AND COMPLETION OF WORK

- 11.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the County and shall complete the Work by October 20, 2023 or such other date as may be specified in the Contract. The Successful Tenderer acknowledges and agrees that a site rental charge of \$1,500/day will be charged by the County to the Successful Tenderer’s account for each and every calendar day after October 20, 2023 which the Successful Tenderer occupies the site(s) of the Work.

12. SITE CONDITIONS

- 12.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
 - 12.1.1 the nature of the Work;
 - 12.1.2 the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
 - 12.1.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - 12.1.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - 12.1.5 the magnitude of the work required to execute and complete the Work.

- 12.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The County is not responsible for undertaking any investigations to assist the Tenderer.
- 12.3 The Tenderer's obligation to become familiar with the information described in Article 12.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports if provided are for information only and neither the County nor the County's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the County, the County's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the County, the County's Consultants, or their representatives.

13. PERMITS AND INSPECTIONS

- 13.1 The Tenderer shall include in its Tender sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

14. WORKERS' COMPENSATION

- 14.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Alberta. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 14.2 The Tenderers who do not have an account with the Workers' Compensation Board – Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

15. SUCCESSFUL TENDERER

- 15.1 Award of Contract by the County occurs once the Tenderer receives a Letter of Intent duly executed by Lydia Cielin, Interim CAO of the County after Lydia Cielin, Interim CAO has been duly and legally authorized by the County to send such Letter of Intent.
- 15.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance bond and Labour and Material Payment Bond within the time required. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
- 15.3 The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the County may have against such Tenderer for loss of damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.

- 15.4 Within 10 working days of receipt of the Contract from the County, the Successful Tenderer shall duly execute the Contract and return the Contract to the County.

16. TENDER EVALUATION CRITERIA

- 16.1 Each Tender will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 16.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria that must be met and submitted by each Tenderer and the maximum number of points for each criteria are as follows:
- **20 points** – Price;
 - **20 points** – Previous experience;
 - **15 points** – Timing/Completion;
 - **10 points** – Equipment; and
 - **15 points** – Safety Record
- 80 POINTS – TOTAL**

17. TENDERS EXCEEDING BUDGET

- 17.1 If the Tender Sum of every Tenderer exceeds the amount the County has budgeted for the Work, the county may reject all Tenders or attempt to negotiate a lower price with the Tender who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.
- 17.2 Each Tenderer acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County, that the County has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 16 Tender Evaluation Criteria.
- 17.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the County may pursue.
- 17.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the County negotiates with the Tenderer who has submitted the Tender considered most advantageous to the County:
- 17.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

- 17.4.2 In particular, the County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
- 17.4.3 The County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the County be obliged to disclose the amount budgeted for the Work.

18. CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

- 18.1 Unless otherwise stated, Tenders will only be considered when the Tenderer, prior to Tender Closing, has either full certification in the Alberta Labour approved Certificate of Recognition ("C.O.R) Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.
- 18.2 Certification shall be evident by inclusion of the Tenderers name on the Alberta Construction Safety Association ("A.C.S.A.") C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the Tender.
- 18.3 The County will assume no liability for the non-inclusion of any Tenderer on the A.C.S.A. C.O.R certification lists for any reason whatsoever.
- 18.4 The County reserves the right to terminate the Contract during the course of which the Contractor is decertified from the C.O.R. program or has their temporary letter of certification expire.

19. AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT

- 19.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement ("NWPTA") apply to this Tender.

20. ACCEPTANCE OR REJECTION OF TENDERS

- 20.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:
 - 20.1.1 is incomplete, obscure, irregular or unrealistic;
 - 20.1.2 is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;

- 20.1.3 has erasures or corrections;
- 20.1.4 omits a price on any one or more items in the Tender;
- 20.1.5 fails to complete the information required in the Tender;
- 20.1.6 is accompanied by an insufficient certified cheque or by a Bid Bond in an unsatisfactory form

May at the County's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which included the County's unfettered assessment as to a Tenderer's past work performance for the County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

21 LAW AND FORUM TENDER

- 21.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn the jurisdiction of the Courts of the said Province.

22. ACCEPTANCE PERIOD

- 22.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, thirty (30) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

APPENDIX "A"

SERVICES

The Work to be undertaken generally involves, but is not necessarily limited to:

- 1.1 The "Work" to be undertaken generally involves, but is not necessarily limited to:
Supply, place and finish H-1 or M-1 hot mix asphalt to a minimum depth of 75 mm on 1 mile of 7.3 m (average) top on County roads (approximately 2000 T)
Location: Township Road 612 between Highway 855 and Range Road 174.

1.2 ASPHALT MIX DESIGN AND JOB MIX FORMULA

Responsibility for Mix Design

Preparation and submission of asphalt mix designs for consultant verification and approval are the responsibility of the Contractor. The Contractor shall Use Professional Engineering services and a qualified testing laboratory licensed to practice in the Province of Alberta, to assess the aggregate materials proposed for use and to carry out the design of the asphalt mixture. The design testing laboratory shall have obtained pre-qualification status from the Department in the category of Mix Design – Marshall.

All costs incurred in mix design formulation are the responsibility of the Contractor. Shipping costs for samples sent to the Consultant for verification and approval are the responsibility of the Contractor.

Requirements for Mix Design

The asphalt mix design shall follow the Marshall method of Mix Design as outlined in design procedure TLT-301. The mix design, at the Design Asphalt Content, shall meet the requirements in Table 3.50.3.2 for the Asphalt Concrete Mix Type specified: H-1 or M-1

1.3 Aggregate Production and Stockpiling

Stockpiling Methods must be approved by Smoky Lake County:

- 1.3.1 Use of Trucks
- 1.3.2 Computerized Mobile Stacking Conveyor

APPENDIX "B"

SPECIAL PROVISIONS

1. Subgrade and base preparation to be completed by the County.
2. Supply and apply SS-1 Prime Coat.
3. Supply, place and finish H-1 or M-1 hot mix asphalt to a required depth of 75 mm.
4. Mixing to be done with a registered asphalt plant and calibrated scale.
5. Laydown with paver equipped with automatics to achieve consistent slope percentage.
6. The County may require core samples for compaction results to achieve density to be comparable to meet 50 blow Marshall Specifications.
7. Contractor to provide traffic accommodation strategy and eco plan to County for approval. The County reserves the right to modify the Contractor's operations if in the opinion of the County, traffic is being unduly hindered. Traffic shall be maintained, as specified by the County, on the existing roadways throughout the duration of the Contract.
8. County may require Profilograph results to meet Alberta Transportation specifications.
9. Surveying and baseline requirements to be supplied by Contractor.
10. General specification 1.2.5 "Diesel Fuel Cost Adjustment" will NOT be used on this project.
11. Each Tenderer, in submitting a Tender, acknowledges that he has examined the site and the surrounding areas, and is familiar with all conditions and/or restrictions which could affect or limit his operation due to such things as environmental constraints, public traffic and/or property of others.
12. Payment for this Work will be made at the unit price bid for Hot Mix Asphalt. The price bid will be considered full compensation for all labour, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the County.
13. Road Use Agreement – the Contractor shall enter into a Local Road Use Agreement with Smoky Lake County. The Agreement will cover the use of local roads as haul roads and detour roads and will address maintenance and restoration of roads used under the contract.

APPENDIX “C” Tender Form

<u>BID ITEMS</u>	<u>TOTAL</u>	
1. Mobilization (1 lump sum)	\$	
2. Asphalt Concrete Pavement EPS mix type H-1 or M-1 (AT Specification Asphalt)	<u>Unit Price</u>	<u>Total</u>
3. List of other Criteria:		
a. References for previous experience;		
b. Estimated site occupancy with date of completion;		
c. List of equipment to be used;		
d. Documentation of Safety Record.		

Once the contracted work has been initiated the Contractor must remain on site and continue paving until completion of said contract.

- END OF “TENDER INSTRUCTIONS” SECTION -

CONTRACT

THIS CONTRACT made the _____ day of _____, 20__

BETWEEN:

SMOKY LAKE COUNTY
(the "County")

OF THE FIRST PART

-and-

(the "Contractor")

OF THE SECOND PART

WHEREAS, the County requires the services of the Contractor as an independent contractor, in connection with the services as set out in Schedule "A";

AND WHEREAS, the County and the Contractor have reached the agreement with respect to the terms and conditions under which the Contractor will provide such services to the County;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1. **DEFINITIONS**

In this Contract:

- 1.1 **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- 1.2 **"Change Directive"** means a written request by the County to modify the scope of the Services;
- 1.3 **"County Property"** means the Work Product and all information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Contract by the Contractor, or provided by the County for use by the Contractor;
- 1.4 **"Fees"** means the fees to be paid by the County to the Contractor as set forth in Schedule "C" hereto;
- 1.5 **"Force Majeure"** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;

- 1.6 “**Hazardous Substance**” means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- 1.6.1 any form of radioactive materials;
 - 1.6.2 explosives;
 - 1.6.3 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;
 - 1.6.4 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:
 - (A) endangers the health, safety or welfare of persons or the health of animal life;
 - (B) interferes with normal enjoyment of life or property; or
 - (C) causes damage to plant life or to property; and
 - 1.6.5 Substances declared to be hazardous, toxic or a pollutant or contaminant under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the parties hereto.
- 1.7 “**Security**” means
- 1.7.1 a performance bond in the amount of **fifty (50%) percent** of the agreed Tender price, in form and content acceptable to the County in its sole and unfettered discretion;
 - 1.7.2 a labour and materials bond in the amount of **fifty (50%) percent** of the agreed Tender price, in form and content acceptable to the County in its sole and unfettered discretion;
- 1.8 “**Services**” means those activities identified in Schedule “A” hereto;
- 1.9 “**Term**” means the period of time commencing 10 days after receipt of the Letter of Intent from the County and ending on **October 20, 2023**, subject to extension or earlier termination as set forth herein; and
- 1.10 “**Work Product**” means all records, materials, reports, documentation, designs, inventions, discoveries, improvements, software, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, and other items made, prepared or produced for the County by or on behalf of the Contractor or any of its employees and sub-contractors as part of the performance of its obligations hereunder (whether then provided or delivered to the County or not), including related materials, regardless of media or format.

2. OBLIGATIONS

The Contractor shall:

- 2.1 upon the execution of this Contract, deliver the Security to the County.
- 2.2 perform the Services in accordance with and subject to the terms and conditions contained in this Contract.
- 2.3 perform all of its obligations contemplated hereunder in strict compliance with all County Bylaws, Policies and Procedures in force from time to time.
- 2.4 provide qualified staff to provide the Services.
- 2.5 be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act*, all as amended from time to time, and the Contractor shall cause all of its employees and approved subcontractors to be so bound.
- 2.6 if any personal information is provided by the County to the Contractor under this Contract, keep such personal information confidential, use such personal information only for the purposes for which it has been provided for and ensure that appropriate security measures are in place to protect such personal information from any unauthorized use or disclosure, in accordance with the *Freedom of Information and Protection of Privacy Act* and *Personal Information Protection Act* and all other applicable federal, provincial and municipal legislation and regulations,
- 2.7 obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Contractor's obligations under this Contract.
- 2.8 pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Contract.
- 2.9 provide all such written and verbal reports as required by the County on the progress of the Service.
- 2.10 make available such information, including data and documents, to the County as reasonably required by the County to allow the County to evaluate the quality and progress of the Services.
- 2.11 upon receipt of request from the County, provide evidence of full compliance with all requirements of the *Workers' Compensation Act* to and including the dates of such requests, such evidence to include the Contractor and any and all subcontractors.

- 2.12 keep the areas occupied by it and access to such areas, in a neat, clean and safe condition and free accumulation of crating materials, waste and rubbish during the progress of Serviced and on a daily basis.
- 2.13 upon completion of all Services and before final payment is made, at the Contractors' own expense and to the satisfaction of the County, dispose of or remove all construction plant, rubbish, unused material, and other equipment and materials belonging to the Contractor or used under the Contractor's direction during the performance of the Services and shall leave the place of the work in a neat and clean condition satisfaction to County.
- 2.14 not hire subcontractors unless the Contractor receives the County's prior written approval with respect to the proposed subcontractor, which may be arbitrarily withheld.
- 2.15 be the "prime contractor", as the term is defined in the *Occupational Health and Safety Act* (Alberta), for the Services and as such, the Contractor acknowledges its responsibilities as the "prime contractor" for coordinating safety for the Services, including its own workers as well as those of subcontractors, utility providers, suppliers, inspectors, and all other parties performing work in connection with the Services.
- 2.16 not permit any builders' or other liens to be registered against the title to any lands affected by the performance of the obligations of the Contractor hereunder. Upon the registration of such lien, the Contractor shall obtain a discharge thereof within thirty (30) days after the Contractor has notice of the lien. The County shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the County to procure the discharge, as well as the County's cost of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis, shall be repaid forthwith upon demand by the Contractor.

3. CHANGES IN THE SERVICES

The County may, at any time during the Term, deliver to the Contractor a Change Directive without invalidating the Contract. Within five (5) Business Days following receipt of a Change Directive, the Contractor shall deliver a written quotation to the County that represents the total adjustment to the Fees if the Services are modified pursuant to the Change Directive. Within five (5) Business Days following receipt of the quotation from the Contractor, the County may deliver written notice to the Contractor to implement the changes contemplated in the Change Directive and the relevant written quotation, failing which no changes shall be implemented. If the County delivers such written notice to the Contractor a change to the Services and the Fees shall be made accordingly, and the Parties agree to perform their respective obligations in accordance with the terms, conditions and intent of this Contract, as amended hereunder.

4. HAZARDOUS SUBSTANCES

The Contractor shall:

- 4.1 not utilize any Hazardous Substance, nor allow any Hazardous Substance to be placed, held, located or disposed of on, under or at any lands (including any lands owned by the County, or under the County's care, control or management), without the prior written consent of the County, which consent may be arbitrarily withheld.

- 4.2 not allow any lands (including any lands owned by the County, or under the County's care, control or management) 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 any Hazardous Substance.
- 4.3 to the extent that any Hazardous Substance is, subject to the County's consent as herein provided, utilized, placed, held, located or disposed of on, under or at any lands (including lands owned by the County or under the County's care, control or management) in accordance with the terms hereof.
- 4.4 comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substance, as well as all terms or conditions required by the County as part of the aforementioned consent.
- 4.5 at the request of the County, provide evidence to the County of compliance with all applicable laws, regulations and other requirements, such evidence to include inspection reports and such tests as the County may reasonably require, all at the Contractor's expense.

5. PAYMENT OF FEES

The County will pay the Contractor the Fees following receipt of invoice, plus any applicable GST thereon.

6. GST Exclusive

All amounts payable by the County to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the County will, in addition the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. The Contractor's GST number is

_____.

7. TAXES AND DEDUCTIONS

The Contractor shall be responsible to collect, remit, and pay all source deductions, Canada Pension contributions, Employment Insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* (Alberta) which arise or may hereafter arise with respect to the performance of the obligations of the Contractor under this Contract and the County shall have no liability for the same.

8. EXTENSION OF TERM

The Term may be extended by the parties for a further period commencing on the day immediately following the last day of the Term provided that the parties mutually agree to such extension on or before expiry of the Term. If such mutual agreement is not made by the required date, this Contract shall expire on the last day of the Term and shall be of no further force and effect. If this Contract is extended, all terms and conditions, with the exception of this extension clause, contained herein shall remain in full force and effect.

9. RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT RETAINERS

The Contractor may accept concurrent contracting retainers from other parties during the Term.

10. WARRANTIES AND REPRESENTATIONS

The Contractor hereby represents and warrants with and to the County, and acknowledges that the County is relying upon such representations and warranties, that:

10.1 the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations; and

10.2 if the obligations of the Contractor hereunder require the supply of software or any other intellectual property to the County;

10.2.1 such software or other intellectual property does not, as of the date of this Contract, infringe any patent, copyright, trade secret, trade-mark, moral rights or other legal or equitable intellectual property rights of any third party and that no one has alleged that such software or other intellectual property infringes any patent, copyright, trade secret, trade-mark or other legal or equitable intellectual property rights of any third party; and

10.2.2 the Contractor has obtained waivers of moral rights from all authors of the such software or other intellectual property to the effect that the authors waive all moral rights that the authors have or may acquire in respect of such software or other intellectual property as against the County and any third party that may be retained by the County to work with such software or intellectual property; and

10.3 the Contractor is experience in the performance of all aspects of the Services, and is capable of performing the Services in accordance with the terms, covenants and conditions contained in this Contract.

11. INSURANCE

Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force during the Term the following insurance, all satisfactory to the County, acting reasonably;

11.1 standard automobile insurance policy providing third party liability coverage for bodily injury and property damage insurance for limits of at least **Two Million (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

- 11.2 a commercial general liability insurance policy providing coverage of at least **Two Million (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- 11.2.1 non-owned automobiles;
 - 11.2.2 independent subcontractors;
 - 11.2.3 contractual liability including this Agreement;
 - 11.2.4 broad form property damage endorsement;
 - 11.2.5 environmental liability; and
 - 11.2.6 products and completed operations coverage.
- 11.3 Project-specific errors and omissions liability insurance with limits of not less than **Two Million (\$2,000,000.00) DOLLARS** per claim made.
- 11.4 Workers' Compensation coverage for all employees, if any engaged by the Contractor in accordance with the laws of the Province of Alberta.
- 11.5 Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than **Two Million (\$2,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
- 11.6 Such other insurance as the County may, from time to time, reasonably require.

The Contractor shall cause all insurance coverage maintained by the Contractor in accordance with this Contract, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Contractor shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Contractor shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

- 11.7 The Contractor shall attend a pre-job safety meeting with Smoky Lake County Loss Prevention Coordinator. At this meeting, the Contractor will be given the Smoky Lake County Safety Manual: Contractor Health and Safety Management Policy and will comply with the County's Safety Program and/or Occupational Health and Safety Regulations. The Contractor will comply with WCB requirements.

12. INDEMNITY

The Contractor shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the County, its councilors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, injuries, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and

kind, which any of the County, its councilors, officers, employees, contractors, insurers, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of all or any of the following:

- 12.1 The misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).
- 12.2 the costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Contractor.
- 12.3 any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or
- 12.4 any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or negligent failure to act of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the County at law or in equity. This Section shall survive the termination or expiry of this Contract for any reason whatsoever.

13. WARRANTY

The Services and the Work Product shall be warranted to be free of defects, and shall be guaranteed by the contractor for a period of **One Year** from the end of the Term. On receipt of written notice from the County, the Contractor shall promptly make all repairs arising out of defective workmanship or any equipment or materials supplied by him, as determine by the County in its sole discretion.

The County is hereby authorized to make such repairs or hire another contractor to make such repairs if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the County, the delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

14. CONFIDENTIAL INFORMATION AND OWNERSHIP OF COUNTY PROPERTY

All work Product and all other information and data received and compiled by the Contractor while performing the Services shall be treated as confidential for the benefit of the County, shall constitute as part of County Property, and shall not be disclosed or made known to any other person except as authorized by the County.

The Contractor acknowledges and agrees that the County is the sole legal and beneficial owner of any and all of the County Property.

This Section shall survive the termination or expiry of this Contract.

15. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 15.1 Notwithstanding the termination or expiry of this Contract, the Contractor acknowledges that information and records compiled or created under this Contract which are in the custody of the Contractor are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the County within **five (5)** calendar days of official notification by the County.
- 15.2 The County shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the Services.
- 15.3 The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a period of SIX (6) months from the date of termination of this Contract, after which the information and records will be transferred to the possession of the County.

16. SET OFF RIGHT TO BENEFIT OF THE COUNTY

- 16.1 In addition to and without prejudice to all other rights of the County, howsoever arising, if the Contractor fails to make any payment to any third party for which the County is or, acting reasonably, determines that it will be liable or subject to action for, as the case may be, and the Contractor has not made the payment within ten (10) days of being requested to do so by the County, the County may pay such third party on behalf of the Contractor.
- 16.2 The exercise by the County of the rights set out in this Section shall not limit or prejudice any other rights of the County, howsoever arising and the County's rights set out in this Section shall survive the expiry or termination of this Contract.

17. SUSPENSION AND TERMINATION FOR CONVENIENCE

- 17.1 Notwithstanding anything contained within this Contract, the County may at any time in writing instruct the Contractor to suspend the performance of part or all of the Services for such time as the County sets out in its notice of suspension including, without restriction, due to the following:
- 17.1.1 the County having a concern respecting the on-going safety of the Contractor and its employees, agents and subcontractors (if any), any property of the County, or the public at large (or any portion thereof); and

17.1.2 the County determining that the specific project or task is unnecessary, or that a change in instructions is necessary.

Such notice shall state the cause for the suspension. The Contractor shall during any period of suspension continue to perform its obligations to insure in accordance with the Contract.

17.2 After receipt by the Contractor of the County's permission to resume the Services following any suspension of the Services, the County and the Contractor shall jointly examine the Services affected by the suspension and thereafter determine and agree upon, each acting reasonably, the amendments necessary to the Term or any other performance deadlines contemplated within this Contract.

17.3 Where suspension occurs as a result of abnormal circumstances (including, without restriction, an event of Force Majeure) or the Contractor's performance of any of its obligations is suspended for a period of Sixty (60) business days in aggregate for all suspensions, then at any time thereafter, the Contractor may give notice to the County requiring that the County shall, within ten (10) business days of such notice, either order the resumption of performance of the Services or require the County to issue an instruction as a change in the Service to exclude the performance of the suspended obligation(s) from this Contract. If the County fails to do so, then on or at any time after the tenth (10th) business day following the Contractor's notice, the Contractor shall be relieved from such obligations under this Contract or if the suspension affects the performance of all obligations under this Contract, the Contractor shall be entitled to terminate the Contract.

17.4 This Contract may be terminated for convenience at any time by the County upon seven (7) days written notice to the Contractor and the Contractor's right to consideration shall be limited to payment for the Services performed in accordance with the terms, covenants and conditions contained within the Contract and not previously paid for. The Contractor specifically agrees that the notice and consideration set forth in this paragraph constitutes reasonable, fair and equitable notice and compensation for damages, if any, that may be suffered by the Contractor as a result of the termination of this Contract.

17.5 If such notice is given as per Section 16.4, the Contractor shall perform the Services up to and including the effective date of termination specified in the notice and shall, upon request, perform the Services to a predetermined ending point, as determined by the County and provide the County with a written report on the Services rendered to the time of termination. Except for any such report, the Contractor shall not perform any further Services subsequent to the effective date of termination.

18. EVENT OF DEFAULT

18.1 "Event of Default" means, with respect to the Contractor, if:

18.1.1 the Contractor neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Contract, and:

- 18.1.1.1 such neglect or failure is not cured within three (3) calendar days after being required in writing to do so by the other party, or
 - 18.1.1.2 if such neglect or failure is not capable of being cured within three (3) calendar days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by the Contractor, the Contractor has not commenced to cure such neglect or failure within the said three (3) calendar day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
- 18.1.2 an assignment of the Contractor's assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction.
- 18.1.3 a petition in bankruptcy is filed and presented against the Contractor or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Contractor.
- 18.1.4 the Contractor cease or threatens to cease to carry on its business.
- 18.1.5 an execution, sequestration, extent or other process of any court becomes enforceable against the Contractor or a distress or analogous process is levied upon the property of the Contractor; or
- 18.1.6 any of the representations or warranties given hereunder are found to be incorrect or untrue and, as result, have a material, adverse effect upon the provision of the Services.
- 18.2 Upon the occurrence of an Event of Default, the County may, without prejudice to any of its other rights at law or equity, do one or more of the following:
 - 18.2.1 pursue any remedy available to the County in law or in equity, it being acknowledged that specific performance, injunctive relief, mandatory or otherwise or other equitable relief may be the only actual remedy.
 - 18.2.2 terminate this Contract by written notice thereof given to the Contractor, in which case the Contractor shall have no claim for payment or otherwise against the County; or
 - 18.2.3 waive the Event of Default, provided however, that any such waiver shall not operate as a waiver of any subsequent or continuing the Event of Default.
- 18.3 Upon the occurrence of an Event of Default under Section 18 (18.1.1.1), the County shall have the right, but shall have no obligation, to remedy the deficiency to the County's satisfaction at the sole expense of the Contractor and shall be entitled to call upon the Security without prejudice to any other remedies that may be available to the County at law, equity or otherwise.

18.4 Any amount paid by the County under this Article and any damages, expenses, costs (including legal fees on a solicitor and his own client full indemnity basis) incurred or suffered by the County as a result of an Event of Default shall constitute a debt due and owing to the County. The County may: 1) call upon the Security to an amount equal to the debt due and owing to the County; or 2) set-off such amount against any sum of money owed by the County to the Contractor, as such may exist from time to time, until all amounts owing to the County have been completely set off, without further action or notice to the Contractor.

19. **DELIVERY OF COUNTY PROPERTY ON EXPIRY OR TERMINATION**

On or before the effective date of the earlier of:

19.1 the expiry of this Contract; or

19.2 the termination of this Contract

the Contractor shall unconditionally deliver County Property to the County.

20. **FORCE MAJEURE**

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

21. **GENERAL**

21.1 **Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements (the “Notice”) required or permitted hereunder shall be in writing.

21.1.1 Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

SMOKY LAKE COUNTY

4612 McDougall Drive

Box 310 Smoky Lake, AB T0A 3C0

Attention: Lydia Cielin

Email: county@smokylakecounty.ab.ca

Phone: (780) 656-3730

Attention: _____

Email:

Phone: (780) -

or to such other address as each party may from time to time direct in writing.

21.1.2 Notice shall be served by one of the following means:

- 21.1.2.1 by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
- 21.1.2.2 if delivered to a corporate party, by delivering it to the address specified in above during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- 21.1.2.3 by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - 21.1.2.3.1 if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - 21.1.2.3.2 if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- 21.1.3 by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

21.2 **Governing Law**

This Contract shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

21.3 **Time of Essence**

Time shall be of the essence of this Contract.

21.4 **Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Contract and agree that the same and the various Schedule(s) hereto are expressly incorporated into and form part of this Contract.

Schedule "A" - Services

Schedule "B" - Special Provisions

Schedule "C" - Tender Fee

21.5 **Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Contract have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Contract or any provisions hereof.

21.6 Relationship Between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service Contract between the two parties at arm's length.

21.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create an obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

21.8 Agreement Entire Relationship

This Contract constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.

21.9 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Contract in accordance with their true intent.

21.10 Amendments

This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

21.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

21.12 Counterparts

This Contract may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

21.13 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulations that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

21.14 Unenforceability

If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.

21.15 Survival

The parties acknowledge and agree that the provisions of this Contract which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

21.16 Remedies Generally

Mention in this Contract of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Contract. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

21.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Contract 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.

21.18 Binding Effect

This Contract shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

21.19 **Assignment**

The Contractor shall not assign its interest in this Contract, or any part hereof, in any manner whatsoever without having first received written consent from the County, which consent may be arbitrarily withheld.

21.20 **Independent Legal Advice**

Each party hereto acknowledges having read this Contract and prior to executing the same acknowledges and agrees that it has been advised by the other party hereto to obtain independent legal advice and other professional advice prior to executing this Contract. By executing this Contract, each party hereto acknowledges and agrees that such party hereto has had the opportunity to seek independent legal and other professional advice prior to executing this Contract; and:

- 21.20.1 has obtained such independent legal and other professional advice; or
- 21.20.2 has waived the right to obtain such independent legal and other professional advice.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and year first written above.

SMOKY LAKE COUNTY

Per: _____

Per: _____

Date: _____

CONTRACTOR

Contractor’s Legal Name

Contractor’s Signature

Is business registered under the *Alberta’s Partnership Act*?

If not, please indicate: Other: _____

Sole Proprietorship

Partnership

Limited Partnership

Limited Liability Partnership

Phone Number

Address

Date

SCHEDULE "A"

SERVICES

The "Work" to be undertaken generally involves, but is not necessarily limited to:

- 1.1 **Supply, place and finish H-1 or M-1 hot mix asphalt to a minimum depth of 75 mm on 1 mile of 7.3 m (average) top on County roads (approximately 2000 T)**
Location: Township Road 612 between Highway 855 and Range Road 174.

- 1.2 **ASPHALT MIX DESIGN AND JOB MIX FORMULA**

Responsibility for Mix Design

Preparation and submission of asphalt mix designs for consultant verification and approval are the responsibility of the Contractor. The Contractor shall Use Professional Engineering services and a qualified testing laboratory licensed to practice in the Province of Alberta, to assess the aggregate materials proposed for use and to carry out the design of the asphalt mixture. The design testing laboratory shall have obtained pre-qualification status from the Department in the category of Mix Design – Marshall.

All costs incurred in mix design formulation are the responsibility of the Contractor. Shipping costs for samples sent to the Consultant for verification and approval are the responsibility of the Contractor.

Requirements for Mix Design

The asphalt mix design shall follow the Marshall method of Mix Design as outlined in design procedure TLT-301. The mix design, at the Design Asphalt Content, shall meet the requirements in Table 3.50.3.2 for the Asphalt Concrete Mix Type specified: H-1 or M-1.

- 1.3 **Aggregate Production and Stockpiling**

Stockpiling Methods must be approved by Smoky Lake County:

- 1.3.1 Use of Trucks
- 1.3.2 Computerized Mobile Stacking Conveyor

SCHEDULE "B"

SPECIAL PROVISIONS

1. Subgrade and base preparation to be completed by the County.
2. Supply and apply SS-1 Prime Coat.
3. Supply, place and finish H-1 or M-1 hot mix asphalt to a required depth of 75 mm.
4. Mixing to be done with a registered asphalt plant and calibrated scale.
5. Laydown with paver equipped with automatics to achieve consistent slope percentage.
6. The County may require core samples for compaction results to achieve density to be comparable to meet 50 blow Marshall Specifications.
7. Contractor to provide traffic accommodation strategy and eco plan to County for approval.

The County reserves the right to modify the Contractor's operations if in the opinion of the County, traffic is being unduly hindered.

Traffic shall be maintained, as specified by the County, on the existing roadways throughout the duration of the Contract.
8. County may require Profilograph results to meet Alberta Transportation specifications.
9. Surveying and baseline requirements to be supplied by Contractor.
10. General specification 1.2.5 "Diesel Fuel Cost Adjustment" will NOT be used on this project.
11. Each Tenderer, in submitting a Tender, acknowledges that he has examined the site and the surrounding areas, and is familiar with all conditions and/or restrictions which could affect or limit his operation due to such things as environmental constraints, public traffic and/or property of others.
12. Payment for this Work will be made at the unit price bid for Hot Mix Asphalt. The price bid will be considered full compensation for all labour, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the County.
13. Road Use Agreement – the Contractor shall enter into a Local Road Use Agreement with Smoky Lake County. The Agreement will cover the use of local roads as haul roads and detour roads and will address maintenance and restoration of roads used under the contract.

SCHEDULE "C" TENDER FEE

<u>BID ITEMS</u>	<u>TOTAL</u>	
1. Mobilization (1 lump sum)	\$ _____	
2. Asphalt Concrete Pavement EPS	<u>Unit Price</u>	<u>Total</u>
mix type H-1 or M-1 (AT Specification Asphalt)	\$ _____	_____
3. List of other Criteria:		
a. References for previous experience;		
b. Estimated site occupancy with date of completion;		
c. List of equipment to be used;		
d. Documentation of Safety Record		

Once the contracted Work has been initiated, the Contractor must remain on site and continue paving until completion of said contract.

- END -



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.9

Topic: Rural Municipalities of Alberta (RMA) – Rural Economic Development Microgrant Program

Presented By: Planning & Development Services

Recommendation(s):

That Smoky Lake County apply to the Rural Municipalities of Alberta (RMA) Rural Economic Development Microgrant Program, under the ‘Innovation in Rural Investment Attraction’ stream, for the purposes of developing an Investment Attraction Strategy for the Smoky Lake Region.

Background:

The Rural Economic Development Microgrant Program (**Attachment 1**) was developed by the RMA with support from the Government of Alberta through the Economic Development in Rural Alberta Plan. It is intended to provide grant funding to RMA members to research the feasibility and implementation of innovative approaches and initiatives to attract investment and support rural economic development. The maximum amount available under the Program is **\$10,000.00** and the deadline for applications is **August 15, 2023** and all projects must be complete by **March 15, 2024**.

Examples of eligible projects include:

- Innovation in rural investment attraction
- Rural economic development best practices
- Business case development
- Feasibility or pre-feasibility assessment for new opportunities
- Enhancing municipal capacity to support economic development
- Opportunity identification
- Market research

Benefits: Obtain grant funding to conduct an Investment Attraction Study in hopes of attracting additional investment to the Smoky Lake Region

Disadvantages: Staff time required to manage the project

Alternatives: Do not apply for the microgrant

Financial Implications: Administration expects the \$10,000.00 grant funding to cover the total cost of the project

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: Grow Employment Opportunities

Enclosure(s):

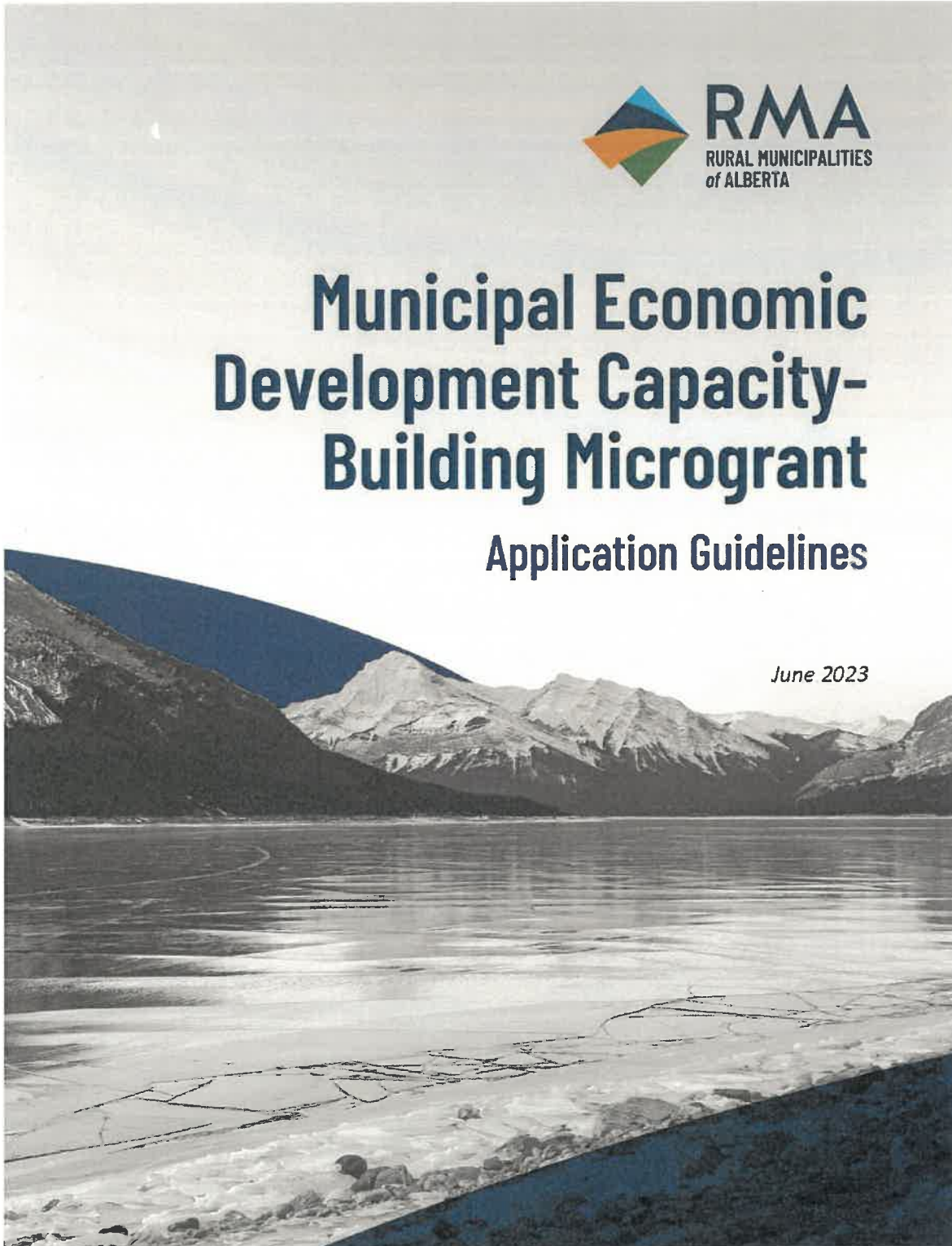
1. Attachment #1 – Rural Development Microgrant Program Application Guidelines

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1





Request for Decision (RFD)

Introduction

The Rural Municipalities of Alberta (RMA) Rural Economic Development Micro-Grant Program (the "Program") was developed by the RMA with support from the Government of Alberta through the [Economic Development in Rural Alberta Plan](#) (EDRAP). EDRAP includes several strategic directions intended to support rural economic development. The Micro-Grant Program aligns with strategic direction five: rural economic development capacity building.

The Program is intended to provide grant funding to RMA members to research the feasibility and implementation of innovative approaches and initiatives to attract investment and support rural economic development. Although projects should be focused on the applicant municipality, grant recipients will be expected to share (through a final report) if and how the approach or initiative can be replicated by other rural municipalities.

All full RMA member municipalities are eligible to apply for funding through this program. Please also note that council resolution or letter from the CAO in support of the application is a requirement.

Applications will be reviewed by the RMA Review Committee (the Committee), which is comprised of representatives from the RMA. Funding is allocated based on a competitive application process; not all applicants will receive funding.

Project Eligibility

The Program is intended to encourage research into the feasibility and implementation of innovative projects and proposals to attract rural investment and economic development.

Examples of eligible projects include:

- Innovation in rural investment attraction
- Rural economic development best practices
- Business case development
- Feasibility or pre-feasibility assessment for new opportunities
- Enhancing municipal capacity to support economic development
- Opportunity identification
- Market research

The program will provide a grant of up to \$10,000 of the applicant's eligible non-capital costs. Funding can be used to support the hiring of external consultant capacity or internal staff capacity to complete the approved project.

The program will not fund capital costs such as land, buildings, equipment, inventory, or any other costs, that, in the opinion of the Committee, are not in the public interest or in alignment with the intent of the program.

All approved projects must be completed in full by **March 15, 2024**, including a final report of key outcomes.



Request for Decision (RFD)

Application Requirements

Please provide a detailed project proposal including the scope of work, project need and project outcome, timeline, budget and funding, project team, and any other relevant information. A council resolution or letter of support from the CAO must be included within the application.

Specific questions that applicants should address when writing their proposals (either directly or indirectly) include:

- **Scope of work**
 - Does the project proposal include a brief description of the proposed project and the project objectives?
 - How does the proposed project align with the goals of rural economic development and innovation?
- **Project need and project outcome**
 - What gap will the project fill in relation to local or regional economic development?
 - What individuals or groups in the community are likely to benefit from the project?
 - How would "success" be measured in terms of project outcomes?
 - In what way will the project outcomes be innovative?
 - Could this project be adapted to another municipality?
- **Timeline**
 - Does the proposed project include a clear timeline with key milestones and project deliverables?
 - Have estimated start and end dates been provided and are they achievable?
 - Will the proposed project be completed in full by March 15, 2024?
- **Budget and funding**
 - Does the project budget include all anticipated costs and funding sources?
 - Does the proposal outline how the grant funds will be allocated?
 - Are matching funds or in-kind contributions from other partners clearly indicated? (NOTE: this is not a condition of receiving funding, but is an option to support a larger-scale project)
- **Project Team**
 - Who from within the municipality will be involved in project development?
 - Does the project involve or benefit neighbouring municipalities or Indigenous communities?
 - Does the project proposal describe partnerships or collaborations with external organizations, such as universities, research institutions, or industry experts? (NOTE: this is not a condition of receiving funding, but is an option that could enhance the project's value)

Applications should not exceed 10 pages.

Applicants may be required to attend a consultation with the Committee, should the Committee require additional information or clarifications. The Committee may also request additional information for the processing and auditing of grants.

Application Deadline

Applications must be submitted by **August 15, 2023**.



Request for Decision (RFD)

Applicants will be notified of the grant decision approximately four weeks after the August 15, 2023 grant submission deadline.

Proposal Evaluation Criteria

Proposals will be evaluated and weighted by the Committee based on the following criteria:

Proposal	Weighting %
Innovation in approach to investment attraction or rural economic development	25
Degree that project could be replicated by other RMA members	25
Project proposal and scope of work	20
Proposed project connects with, leverages or supports an existing project or economic development plan	20
Clearly identified outcomes	10

Application Submissions

Grant applications can be submitted through the online [application portal](#) (in Word or PDF format).

Any questions can be sent by email to:

Karrina Jung
RMA Policy Advisor
karrina@rmaalberta.com

Funds will be disbursed to applicants on approved projects upon receipt of proof of payment and work completed.

Final Reporting

A final report of key outcomes must be submitted upon project completion. This report will be shared with municipalities and other interested stakeholders through RMA and Government of Alberta communication channels. RMA will work with successful applicants to determine the scope and format of final reports.



Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.10

Topic: Assumption of Responsibility for Municipal Streetlights – Entrance to Village of Waskatenau

Presented By: Planning & Development Services

Recommendation(s):

That Smoky Lake County assume responsibility for payment of the electricity charges for the three (3) streetlights located on RGE RD 193A, between Highway 28 and the entrance to the Village of Waskatenau (Site IDs 0010465047210, 0010467850617, & 0010467861915) as an unbudgeted expense.

Background:

The Public Works Manager received an email, dated June 12, 2203, from ATCO Electric, regarding a series of streetlights located on RGE RD 193A at the entrance to the Village of Waskatenau. ATCO informed the PW Manager that these streetlights were located within the County boundary, despite the Village having been responsible for paying the electricity bills, and asking whether or not the County wished to assume responsibility for the lights.

The Planning and Development Manager investigated the matter further, confirming that a total of three (3) streetlights are located within the County. The P&D Manager obtained billing data from the Village (**Attachment #1**) with annual totals for the 3 lights as follows:

Site ID 0010465047210 = \$ 724.74

Site ID 0010467850617 = \$ 774.67

Site ID 0010467861915 = \$ 774.67

Total = **\$ 2274.08**

Benefits: Maintain public safety and security.

Disadvantages: Additional costs incurred for electricity.

Alternatives: Choose not to assume responsibility for the lights

Financial Implications: The cost of providing electricity to all 3 of the streetlights is approximately \$2,275/year.

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: N/A

Enclosure(s):

- 1. Attachment #1 -

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1

Site ID	Start Date	End Date	Consumption	Unit of Measure	Energy Charges \$	Delivery Charges \$	Total w/o GST	GST	Total w/GST
0010465047210	2022-01-01	2022-01-31	49.78	kWh	\$ 3.77	\$ 37.53	\$ 41.30	\$ 2.07	\$ 43.37
0010465047210	2022-02-01	2022-02-28	40.80	kWh	\$ 3.28	\$ 33.90	\$ 37.18	\$ 1.86	\$ 39.04
0010465047210	2022-03-01	2022-03-31	38.13	kWh	\$ 3.13	\$ 37.56	\$ 40.69	\$ 2.03	\$ 42.72
0010465047210	2022-04-01	2022-04-30	30.32	kWh	\$ 2.71	\$ 36.43	\$ 39.14	\$ 1.96	\$ 41.10
0010465047210	2022-05-01	2022-05-31	24.24	kWh	\$ 2.38	\$ 37.63	\$ 40.01	\$ 2.00	\$ 42.01
0010465047210	2022-06-01	2022-06-30	19.75	kWh	\$ 2.13	\$ 36.41	\$ 38.54	\$ 1.93	\$ 40.47
0010465047210	2022-07-01	2022-07-31	23.43	kWh	\$ 2.39	\$ 37.56	\$ 39.95	\$ 2.00	\$ 41.95
0010465047210	2022-08-01	2022-08-31	28.10	kWh	\$ 2.80	\$ 37.55	\$ 40.35	\$ 2.02	\$ 42.37
0010465047210	2022-09-01	2022-09-30	33.90	kWh	\$ 3.44	\$ 36.32	\$ 39.76	\$ 1.99	\$ 41.75
0010465047210	2022-10-01	2022-10-31	42.23	kWh	\$ 3.35	\$ 37.67	\$ 41.02	\$ 2.05	\$ 43.07
0010465047210	2022-11-01	2022-11-30	47.08	kWh	\$ 3.62	\$ 36.45	\$ 40.07	\$ 2.00	\$ 42.07
0010465047210	2022-12-01	2022-12-31	51.56	kWh	\$ 3.87	\$ 37.69	\$ 41.56	\$ 2.08	\$ 43.64
0010465047210	2023-01-01	2023-01-31	49.78	kWh	\$ 3.77	\$ 40.22	\$ 43.99	\$ 2.20	\$ 46.19
0010465047210	2023-02-01	2023-02-28	40.80	kWh	\$ 3.28	\$ 36.32	\$ 39.60	\$ 1.98	\$ 41.58
0010465047210	2023-03-01	2023-03-31	38.13	kWh	\$ 3.13	\$ 40.11	\$ 43.24	\$ 2.16	\$ 45.40
0010465047210	2023-04-01	2023-04-30	30.32	kWh	\$ 2.71	\$ 38.75	\$ 41.46	\$ 2.07	\$ 43.53
0010465047210	2023-05-01	2023-05-31	24.24	kWh	\$ 2.38	\$ 39.99	\$ 42.37	\$ 2.12	\$ 44.49
TOTAL									\$ 724.74

Site ID	Start Date	End Date	Consumption	Unit of Measure	Energy Charges \$	Delivery Charges \$	Total w/o GST	GST	Total w/GST
0010467850617	2022-01-01	2022-01-31	74.67	kWh	\$ 5.13	\$ 39.22	\$ 44.35	\$ 2.22	\$ 46.57
0010467850617	2022-02-01	2022-02-28	61.20	kWh	\$ 4.40	\$ 35.43	\$ 39.83	\$ 1.99	\$ 41.82
0010467850617	2022-03-01	2022-03-31	57.19	kWh	\$ 4.18	\$ 39.25	\$ 43.43	\$ 2.17	\$ 45.60
0010467850617	2022-04-01	2022-04-30	45.48	kWh	\$ 3.53	\$ 38.11	\$ 41.64	\$ 2.08	\$ 43.72
0010467850617	2022-05-01	2022-05-31	36.35	kWh	\$ 3.04	\$ 39.39	\$ 42.43	\$ 2.12	\$ 44.55
0010467850617	2022-06-01	2022-06-30	29.62	kWh	\$ 2.67	\$ 38.13	\$ 40.80	\$ 2.04	\$ 42.84
0010467850617	2022-07-01	2022-07-31	35.15	kWh	\$ 3.07	\$ 39.29	\$ 42.36	\$ 2.12	\$ 44.48
0010467850617	2022-08-01	2022-08-31	42.14	kWh	\$ 3.67	\$ 39.27	\$ 42.94	\$ 2.15	\$ 45.09
0010467850617	2022-09-01	2022-09-30	50.85	kWh	\$ 4.64	\$ 37.98	\$ 42.62	\$ 2.13	\$ 44.75
0010467850617	2022-10-01	2022-10-31	63.34	kWh	\$ 4.51	\$ 39.45	\$ 43.96	\$ 2.20	\$ 46.16
0010467850617	2022-11-01	2022-11-30	70.62	kWh	\$ 4.91	\$ 38.20	\$ 43.11	\$ 2.16	\$ 45.27
0010467850617	2022-12-01	2022-12-31	77.33	kWh	\$ 5.27	\$ 39.48	\$ 44.75	\$ 2.24	\$ 46.99
0010467850617	2023-01-01	2023-01-31	74.67	kWh	\$ 5.14	\$ 42.34	\$ 47.48	\$ 2.37	\$ 49.85
0010467850617	2023-02-01	2023-02-28	61.20	kWh	\$ 4.40	\$ 38.18	\$ 42.58	\$ 2.13	\$ 44.71
0010467850617	2023-03-01	2023-03-31	57.19	kWh	\$ 4.18	\$ 42.14	\$ 46.32	\$ 2.32	\$ 48.64
0010467850617	2023-04-01	2023-04-30	45.48	kWh	\$ 3.54	\$ 40.67	\$ 44.21	\$ 2.21	\$ 46.42
0010467850617	2023-05-01	2023-05-31	36.35	kWh	\$ 3.04	\$ 41.93	\$ 44.97	\$ 2.25	\$ 47.22
TOTAL									\$ 774.67

Site ID	Start Date	End Date	Consumption	Unit of Measure	Energy Charges \$	Delivery Charges \$	Total w/o GST	GST	Total w/GST
0010467861915	2022-01-01	2022-01-31	74.67	kWh	\$ 5.13	\$ 39.22	\$ 44.35	\$ 2.22	\$ 46.57
0010467861915	2022-02-01	2022-02-28	61.20	kWh	\$ 4.40	\$ 35.43	\$ 39.83	\$ 1.99	\$ 41.82
0010467861915	2022-03-01	2022-03-31	57.19	kWh	\$ 4.18	\$ 39.25	\$ 43.43	\$ 2.17	\$ 45.60
0010467861915	2022-04-01	2022-04-30	45.48	kWh	\$ 3.53	\$ 38.11	\$ 41.64	\$ 2.08	\$ 43.72
0010467861915	2022-05-01	2022-05-31	36.35	kWh	\$ 3.04	\$ 39.39	\$ 42.43	\$ 2.12	\$ 44.55
0010467861915	2022-06-01	2022-06-30	29.62	kWh	\$ 2.67	\$ 38.13	\$ 40.80	\$ 2.04	\$ 42.84
0010467861915	2022-07-01	2022-07-31	35.15	kWh	\$ 3.07	\$ 39.29	\$ 42.36	\$ 2.12	\$ 44.48
0010467861915	2022-08-01	2022-08-31	42.14	kWh	\$ 3.67	\$ 39.27	\$ 42.94	\$ 2.15	\$ 45.09
0010467861915	2022-09-01	2022-09-30	50.85	kWh	\$ 4.64	\$ 37.98	\$ 42.62	\$ 2.13	\$ 44.75
0010467861915	2022-10-01	2022-10-31	63.34	kWh	\$ 4.51	\$ 39.45	\$ 43.96	\$ 2.20	\$ 46.16
0010467861915	2022-11-01	2022-11-30	70.62	kWh	\$ 4.91	\$ 38.20	\$ 43.11	\$ 2.16	\$ 45.27
0010467861915	2022-12-01	2022-12-31	77.33	kWh	\$ 5.27	\$ 39.48	\$ 44.75	\$ 2.24	\$ 46.99
0010467861915	2023-01-01	2023-01-31	74.67	kWh	\$ 5.14	\$ 42.34	\$ 47.48	\$ 2.37	\$ 49.85
0010467861915	2023-02-01	2023-02-28	61.20	kWh	\$ 4.40	\$ 38.18	\$ 42.58	\$ 2.13	\$ 44.71
0010467861915	2023-03-01	2023-03-31	57.19	kWh	\$ 4.18	\$ 42.14	\$ 46.32	\$ 2.32	\$ 48.64
0010467861915	2023-04-01	2023-04-30	45.48	kWh	\$ 3.54	\$ 40.67	\$ 44.21	\$ 2.21	\$ 46.42
0010467861915	2023-05-01	2023-05-31	36.35	kWh	\$ 3.04	\$ 41.93	\$ 44.97	\$ 2.25	\$ 47.22
TOTAL									\$ 774.67



Request for Decision (RFD)





Request for Decision (RFD)

Meeting Date: Thursday, August 3, 2023

Agenda Item: # 7.11

Topic: Proposed Bylaw 1437-23: amending Land Use Bylaw 1272-14 - Hamlet Chickens,
Proposed Bylaw 1438-23: Animal Control

Presented By: Planning & Dev. Services, Enforcement Services, and Agricultural Services

Recommendation:

That Smoky Lake County:

- a) give Third Reading to Bylaw 1437-23 Amending Land Use Bylaw (LUB) 1272-14, and
- b) give Third Reading to Animal Control Bylaw 1438-23, as amended.

Background:

Since Last Meeting:

- Administration has **not** yet implemented the Lamont County Recommendation, in relation to number of rabbit units. If Council wishes to amend the proposed bylaw at this time *before* Third Reading, that would be in-order.
- At Second Reading, Council had questions around coupe sizes, animal welfare, etc.
 - Administration has reviewed these questions and has found that they are covered by legislation including the *Animal Control Act* RSA 2000, Ch. A-41 and the *Animal Health Act* SA 2007, Ch. A-40.2.
- At its own Regular Meeting of July 24, 2023, the Town of Smoky Lake gave First Reading to its Urban Chicken Bylaw 010-2023.

Previous.

- The existing Land Use Bylaw (LUB) dating from 2014 currently regulates and restricts the keeping of animal units and restricts keeping any chickens within hamlets.
- In **Fall 2021**, Smoky Lake County undertook a Public Participation opportunity, dealing with Lake RVs, Urban Chickens, and Dark Skies. The relevant portions of that What We Hard Report are **attached**, which found that generally, there is support for an ability to keep a limited number of Chickens in hamlets.
 - Since that time, the County has hired a Bylaw Officer, enhancing our ability to conduct enforcement.
- In **April 2023**, Planning & Development Services prepared a Land Use Bylaw Amendment which would require a statutory Public Hearing prior to considering its adoption.
- In **May 2023**, Enforcement and Protective Services prepared an accompanying Animal Control Bylaw for consideration.
- County Council gave First Reading to both bylaws at its Regular Meeting of **June 1st**.



Request for Decision (RFD)

- On June 29th, a Public Hearing, having been advertised, was held, and after which, Second Reading was also given to both bylaws.
 - The 30-day referral timeline under several of the County's Intermunicipal Development Plans (IDPs), was completed on July 1st.
 - One comment was received from Lamont County and provided at the Public Hearing.

Benefits: Food Security, appropriate enforcement tools, desirable places to live.

Disadvantages: Staff time.

Alternatives: Council may defeat Second Reading of the proposed bylaws or defer a decision.

Financial Implications: Advertising costs, which have been about \$184+gst x 2 weeks, which is covered within the Planning & Development Regular Annual Budget.

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

Intergovernmental: Nil.

Strategic Alignment: Proactivity in Development

Enclosure(s):

- **Proposed Bylaw 1437-23: Amending Land Use Bylaw (LUB) 1272-14 ©**
- **Proposed 1438-23: Animal Control ©**
- **(Alberta) Animal Control Act RSA 2000, Ch. A-41©**
- **(Alberta) Animal Health Act SA 2007, Chapter A-40.2 ©**

Approved by the Interim CAO: [Signature]. **Date:** July 26, 2023.

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1437-23**

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of Amending Land Use Bylaw (LUB) 1272-14 as it relates to Hamlet Chickens.

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

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 a Public Hearing has been held pursuant to Section 230 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: ‘Land Use Bylaw 1272-14 and amendment for Hamlet Chickens.’

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

a. The following is struck:

Section 7.19 PET KEEPING, LIVESTOCK AND KENNELS

- 1. *The total number of domestic pets shall be in conformity with the County’s Animal Control Bylaw.*
- 2. ***No animals*** other than domestic pets shall be allowed:
 - A. *on lots located within the Multi-lot Country Residential (R1) and Residential (Cluster) Conservation (R2) Districts, located within the Garner Lake, Mons Lake, Bonnie Lake, Whitefish Lake and/or Hanmore Lake Area Structure Plan Areas on parcels less than or equal to 2.03 ha (5.0 ac.) in area; and*
 - B. *on lots located within Hamlet General (HG) District on parcels less than or equal to 2.03 ha (5.0 ac.) in area.*
- 3. *Additional livestock units shall be allowed:*
 - A. *on lots located within the Multi-lot Country Residential (R1) and Residential (Cluster) Conservation (R2) Districts, located within the Garner Lake, Mons Lake, Bonnie Lake, Whitefish Lake and/or Hanmore Lake Area Structure Plan Areas on parcels greater than 2.03 ha (5.0 ac.) in area; and*
 - B. *on lots located within Hamlet General (HG) District on parcels greater than or equal to 2.03 ha (5.0 ac.) in area*

In accordance with the following:

Bylaw No. 1437-23

Animal Unit Calculation		
<i>* Effecting lots in the HG District and lots within the R1 and R2 Districts located within the Garner Lake, Mons Lake, Bonnie Lake, Whitefish Lake and/or Hanmore Lake Area Structure Plan Areas</i>		
Residential Parcel Size		Allowable Number of Animal Units
Residential Parcel Size Requirements		Allowable Number of Animal Units
0-2.05 hectares	(0 – 5.0 ac.)	0
2.06 - 2.42 hectares	(5.1 - 5.99 acres)	1
2.43 - 4.04 hectares	(6.0 - 9.99 acres)	2
4.05 hectares or greater	(10.0 acres or greater)	3*

**Plus - the number of animal units permitted for that portion of the parcel in excess of 4.05 hectares (10.0 acres).*

Example: 8.08 hectares (20.0 acres) = 3+3=6 total animal units.

3. *The keeping of animals not in accordance with **Section 6.20(3)** shall only be allowed upon issuance of an approved development permit, in those circumstances considered exceptional or unique by the Municipal Planning Commission.*
5. *For the purposes of this Section, "one animal unit" means the following:*
 - (A) 1 horse, donkey, mule or ass (over one year old);
 - (B) 2 colts up to one year old;
 - (C) 1 llama, alpaca;
 - (D) 2 ostrich, emu, or other ratite;
 - (E) 1 cow or steer (over one year old);
 - (F) 2 calves up to one year old;
 - (G) 3 pigs;
 - (H) 15 chickens;
 - (I) 10 ducks, turkeys, pheasants, geese or other similar fowl;
 - (J) 3 sheep or goats; or
 - (K) 20 rabbits or other similar rodents.
6. *The keeping of more than two (2) dogs on any lot, whether the dogs are being bred or boarded, shall be allowed at the discretion of the Development Authority only in those Districts where kennels are listed as a discretionary use in this Bylaw.*
7. *The maximum number of dogs to be kept on-site in each of the above Districts shall be at the discretion of the Development Authority.*
8. *In determining the number of dogs, pups less than six months of age shall not be included.*
9. *An exercise area shall be provided for each dog as follows:*
 - A. *breeds weighing 16 kg (35 lbs.) or less - at least 2.3 sq. m. (25.0 sq. ft.) per dog; and*
 - B. *breeds weighing more than 16 kg (35 lbs.) - at least 4.6 sq. m. (50.0 sq. ft.) per dog.*
10. *No building or exterior exercise area to be used to accommodate the dogs shall be allowed within 25.0 m (82.0 ft.) of any lot line of the lot for which an application is made.*
11. *All exterior exercise areas (runs) shall be enclosed with an acceptable fence with a minimum height of 1.8 m (6.0 ft.).*
12. *All dogs in kennels shall be kept within buildings or a fenced area at all times when not leashed.*
13. *All dog facilities shall be cleaned on a daily basis, and all feces shall be stored in an enclosed container and disposed of in a sanitary manner.*
14. *Pens, rooms, exercise runs, and holding stalls shall be soundproofed where possible to the satisfaction of the Development Authority.*
15. *A separate air extractor system shall be provided in the animal shelter or holding area where heating and air conditioning is necessary.*
16. *All facilities and kennel operations shall be in compliance with the applicable Provincial regulations.*

Bylaw No. 1437-23

17. All development permits issued shall be subject to cancellation if any of the above requirements, or any other condition of the development permit, is not followed.

b. And the same is replaced and renumbered with:

PET KEEPING AND KENNELS

1. The keeping of domestic pets shall be accordance with the County's Dog Control and/or Animal Control Bylaw(s), as amended.
2. Subject to the County's Animal Control Bylaw:
 - a. The keeping of non-domestic dogs on any lot, whether the dogs are being bred or boarded, shall be allowed at the discretion of the Development Authority only in those Districts where kennels are listed as a Discretionary Use in this Bylaw.
 - b. The maximum number of dogs to be kept on-site in each of the above Districts shall be at the discretion of the Development Authority.
 - c. In determining the number of dogs, un-weaned pups of less than six months of age shall not be included.
 - d. An exercise area shall be provided for each dog as follows:
 - i. breeds weighing 16 kg (35 lbs.) or less - at least 2.3 sq. m. (25.0 sq. ft.) per dog; and
 - ii. breeds weighing more than 16 kg (35 lbs.) - at least 4.6 sq. m. (50.0 sq. ft.) per dog.
 - e. No building or exterior exercise area to be used to accommodate the dogs shall be allowed within 25.0 m (82.0 ft.) of any lot line of the lot for which an application is made.
 - f. All exterior exercise areas (runs) shall be enclosed with an acceptable fence with a minimum height of 1.8 m (6.0 ft.).
 - g. All dogs in kennels shall be kept within buildings or a fenced area at all times when not leashed.
 - h. All dog facilities shall be cleaned on a daily basis, and all feces shall be stored in an enclosed container and disposed of in a sanitary manner.
 - i. Pens, rooms, exercise runs, and holding stalls shall be soundproofed where possible to the satisfaction of the Development Authority.
 - j. An air circulation or extractor system shall be provided in the animal shelter or holding area where heating and air conditioning is necessary.
 - k. All facilities and kennel operations shall be in compliance with the applicable Provincial regulations.
3. In the case of a conflict between this Land Use Bylaw and the County's and/or Animal Control Bylaw(s), the latter shall prevail.

c. Section 1.7 INTERPRETATION/DEFINITIONS is amended by adding and renumbering the following:

“Kennel” or Boarding/Breeding Facility means the breeding or boarding of dogs, excluding un-weaned pups in return for remuneration or kept for the purposes of sale.

d. The following Districts are amended to include ‘Kennel’ as a Discretionary Use:

Section 8.2 – Agriculture General (AG) District

Section 8.3 – Victoria Agriculture (AI) District

Section 8.7 – Hamlet General (HG) District

Section 8.8 – Highway Commercial (CI) District

Bylaw No. 1437-23

3. Severability

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

4. Effect

- a. This Bylaw takes effect upon Third Reading.

5. 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 1st day of June, AD 2023.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

A Statutory Public Hearing having been held this 29th day of June, AD 2023.

READ a Second Time this 29th day of June, AD 2023.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

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

S E A L

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CHIEF ADMINISTRATIVE OFFICER

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1438-23**

A Bylaw of Smoky Lake County, in the Province of Alberta to provide for the keeping and care of animals in Smoky Lake County.

Whereas, the Council of Smoky Lake County may, pursuant to the provisions of the Municipal Government Act, 2000, Chapter M-26 with amendments thereto, establish a bylaw respecting domestic animals and activities in relation to them and the enforcement of bylaws made under this or any other enactment; and

Whereas, Council has deemed it desirable to put into effect a process whereby the control of domestic animals can be enforced to ensure the safety, health and welfare of people and animals;

Now Therefore, Council of Smoky Lake County, in the Province of Alberta, duly assembled, enacts as follows:

1. Short title

1.1 This bylaw may be cited as the Animal Control Bylaw.

2. Definitions

(a) **“Act”** means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto;

(b) **“Animal Control Act”** means Revised Statutes of Alberta 2000, Ch. A-41;

(c) **“Animal Health Act”**, means Statutes of Alberta 2007, Chapter A-40.2;

(d) **“Agriculture General (AG) District”** means those areas defined under the County’s Land Use Bylaw to permit and regulate development within the prescribed district.

(e) **“Victoria Agriculture (A1) District”** means those areas defined under the County’s Land Use Bylaw to permit and regulate development within the prescribed district.

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Bylaw No. 1438-23

~~(e)~~(f) **“Agricultural land”** means the land upon which an agricultural operation operates;

~~(d)~~(g) **“Bylaw Enforcement Officer”** means

- i) Any member of the Police of jurisdiction.
- ii) Any Community Peace Officer.
- iii) Bylaw Enforcement Officer appointed as per the County’s Bylaw Enforcement Officer Bylaw, as amended from time to time.
- iv) The Chief Administrative Officer of the County or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw.

~~(e)~~(h) **“Coop”** means a fully enclosed, weatherproof structure and attached outdoor chicken run utilized for the keeping of chickens, having a bare earth or vegetated floor for urban hens to roam not exceeding 10 meters square in a floor area and no more than 2 meters in height;

~~(f)~~(i) **“Council”** means the Council for Smoky Lake County.

~~(g)~~(j) **“County”** means Smoky Lake County.

~~(h)~~(k) **“Domestic Pet”** means a dog, a cat or any other animal that is tamed or domesticated and is kept as a companion or for assistance and is under the control of a human and does not include any type of farm animal.

~~(i)~~(l) **“Domestic Pig”** is a large, domesticated, even-toed ungulate that traces its ancestry to the wild boar.”

~~(j)~~(m) **“Fowl”** means a bird of any kind including domestic and exotic birds.

~~(k)~~(n) **“Hamlet General (HG) District”** means those areas defined under the County’s Land Use Bylaw to permit and regulate development within the Hamlets of Bellis, Edward, Spedden and Warspite.

~~(l)~~(o) **“Hen Keeper”** means a person having any right of custody, control, or possession of an Urban Hen(s).

~~(p)~~ **“Livestock”** means livestock (excepting wild boars) as defined in the Agricultural Operation Practices Act.

~~(m)~~(q) **“Nest box”**, means a box within a coop for the nesting of hens;

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Bylaw No. 1438-23

~~(n)~~(r) “**Pot bellied Pig**” is any breed of small pigs originating in southeastern Asia and having a straight tail, potbelly, swayback and black, white or black and white coat.

~~(s)~~ “**Poultry**” means domestic birds kept in captivity for the production of eggs, meat and other by-products.

~~(o)~~(t) “**Premises Identification (PID) Number**” means a nine-character combination of numbers and letters issued by the Province of Alberta pursuant to the provisions of the Animal Health Act to owners of livestock;

~~(p)~~(u) “**Residential Use**” means a development comprising a single detached dwelling, manufactured home or other residential building located on a parcel used for residential uses and uses accessory to residential uses. The dwelling may be occupied permanently or seasonally.

~~(q)~~(v) “**Rooster**” means a male chicken.

~~(r)~~(w) “**Urban Hen**” means a female chicken that is at least four (4) months old.

~~(s)~~(x) “**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.

~~(t)~~(y) “**Violation Ticket**” means a ticket issued pursuant to Part 2 or Part 3 of the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, as amended and regulations thereunder.

3. Exemptions

3.1 This bylaw shall not apply to Agriculture General (AG) or Victoria Agriculture (A1) districts.

3.2 This bylaw shall not apply to the ownership of domestic dogs and cats.

4. Property Animal Restrictions

4.1 The keeping of all animals is subject to the regulatory provisions of this Animal Control Bylaw and the Smoky Lake County Dog Control Bylaw.

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Bylaw No. 1438-23

4.2 No livestock except for dogs, cats, and a maximum of 2 pot bellied pigs or other such domestic pets shall be kept on lots less than 1.2 hectares (3.0 acres) in size.

4.3 Notwithstanding 4.2, Urban Hens, with the exclusion of Roosters, may be kept on Hamlet General (HG), parcels less than 1.2 hectares (3 acres) in size, subject to the following regulations:

(a) A minimum of two (2) Urban Hens must be kept and shall not exceed four (4) Urban Hens on site;

(b) Hen Keepers must:

a _____ comply with all Provincial regulations around the keeping of Urban Hens;

b _____ provide each hen with at least 0.37 square meters of interior floor area, and at least 0.92 square meters of Coop Run outdoor area, within the Coop;

c _____ provide a minimum of one (1) Nest box for every three (3) hens; and

d _____ obtain a Premises Identification (PID) under the Premises Identification Regulation in the Animal Health Act and make the same available for inspection upon the request of a Bylaw Officer;

e _____ follow biosecurity procedures recommended by the Canadian Food Inspection Agency (CFIA) to reduce potential for disease outbreak;

fProvide each urban hen with food, unfrozen water, shelter, adequate light, ventilation, warmth, veterinary care, and opportunities for essential behaviours such as scratching, dustbathing, roosting, pecking, and socializing with their own kind;

g _____ Provide warmth to the hens through heat lamps, wall insulation, poly-sheeting, seedling heat mat, or other means;

h _____ Construct and maintain the Coop to prevent a rodent from harboring underneath or within it or within its walls, and to prevent access to the coop by any other animal;

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i Ensure that hens are kept in the Coop with all opening, such as doors and windows, secured in such manner that will not allow predators to enter;

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j Maintain the Coop in good repair and sanitary conditions, and free from vermin and noxious or offensive smells and substances;

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k Store feed in a fully enclosed, non-penetrable container;

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l Keep food and water containers in the Coop;

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m Remove leftover feed, trash, and manure in a timely manner;

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n Store manure within a fully enclosed container, and store no more than three (3) cubic feet of manure at any time;

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o Remove all other manure not used for composting or fertilizing and dispose.

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p Place all urban hen related waste in a secure location on site until collection day;

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q Ensure hens are slaughtered or euthanized at an appropriate location or facility, not on the Subject Property;

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r Dispose of the carcass of a hen deceased by natural causes, by double bagging and

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s bringing it to a veterinarian, farm, abattoir, or other operation that is lawfully permitted to dispose of hens;

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t Take hens to a veterinarian, farm, abattoir, or other operation if the hens are no longer wanted;

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u Keep hens in a cage only when actively transporting the hen; and

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v Keep hens for personal use only, and not sell eggs, manure, meat, or any other products derived from hens.

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(b) —

Bylaw No. 1438-23

~~(e)~~w ~~Hen Keepers of Urban Hens must~~ reside on the parcel where the Urban Hens are being housed;

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(c) Coops must be built to Provincial standards and meet all requirements for accessory buildings under the Land Use Bylaw;

~~(d)~~a

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~~(e)~~(d) Coops shall be in the rear yard only and must be setback a minimum of 3 metres (9.8 feet) from the side and rear property boundaries;

~~(f)~~(e) The Urban Hens cannot be free range, the Hen Keeper must ensure that by keeping chickens they are not unreasonably interfering with the use and enjoyment of neighbouring properties - this includes disturbance from noise and or odour. Regular cleaning and proper disposal of waste is required;

~~(g)~~(f) Hen Keepers shall make themselves available and their coops available for inspection on a reasonable request from provincial authorities and/or a Bylaw Enforcement Officer.

4.4 On Hamlet General (HG) parcels 1.2 hectares (3.0 acres) or larger in size, the maximum allowable livestock quantities shall be determined by animal units as defined below:

Number of Animals Equivalent

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<u>Type of Livestock</u>	<u>To One Animal Unit</u>
Cow/Steer (plus calves up to 12 months)	1
Sheep (plus lambs up to 6 months)	5
Goat (plus kids up to 6 months)	5
Horse (plus foal up to 12 months)	1
Poultry: Urban hen, quail, pheasant and turkey	10
Rabbit plus kits up to 2 months	15

The maximum allowable livestock quantities shall be determined by lot sizes as defined below:

<u>Lot Area</u>	<u>Maximum Number of Animal Units</u>
1.21 ha (3.00 ac) - 2.42 ha (5.99 ac)	3 animal units
2.43 ha (6.00 ac) – 3.23 ha (7.99 ac)	5 animal units
3.24 ha (8.00 ac) and over	7 animal units

Bylaw No. 1438-23

4.5 Subject to section 4.4, any person who houses any type of livestock, must construct suitable fencing to ensure the livestock remains within the confines of the property.

5. Penalties

5.1 Any person who contravenes a provision of this bylaw is guilty of an offence and is liable to penalty as set out in **Schedule “A”: Fines and Penalties**.

6. Violation Tags and Tickets

6.1 A Bylaw Enforcement Officer is authorized and empowered to issue a Violation Tag to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

6.2 A Violation Tag may be issued:

- (a) personally, or
- (b) by mailing a copy of the Violation Tag to the person at their last known mailing address.

6.3 The Violation Tag shall state:

- (a) the name of the person; and
- (b) the offence; and
- (c) the appropriate penalty for the offence as set out in the Schedule “A”: Fines and Penalties section, as amended from time to time;
- (d) that the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag;
- (e) any other information as may be required by the Bylaw Enforcement Officer.

6.4 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 that the contravention continues.

6.5 Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the County, the penalty specified on the Violation Tag.

Bylaw No. 1438-23

6.6 If the penalty specified on the Violation Tag is not paid within the prescribed time period then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part 2 or Part 3 of the *Provincial Offences Procedure Act, S.A. 2000, c. P-34*, as amended from time to time.

6.7 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*, as amended from time to time, to any person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

7. Effect

7.1 This bylaw shall come into effect upon the final passing thereof.

8 Severability

8.1 Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

READ a First Time this 1st day of June, AD 2023.

REEVE
S E A L

CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this 29th day of June, AD 2023.

REEVE
S E A L

CHIEF ADMINISTRATIVE OFFICER

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

Bylaw No. 1438-23

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CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"

Fines and Penalties

Any person who contravenes any of the provisions within Bylaw No. 1438-23 is guilty of an offence and is liable to pay a fine as follows:

<u>ITEM DESCRIPTION</u>	<u>Violation Tag Fine Amount</u>
First offence	\$100.00
Second offence	\$200.00
Third and any subsequent offence	\$500.00



Province of Alberta

ANIMAL PROTECTION ACT

Revised Statutes of Alberta 2000
Chapter A-41

Current as of April 1, 2023

Office Consolidation

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

Regulations

The following is a list of the regulations made under the *Animal Protection Act* that are filed as Alberta Regulations under the Regulations Act

	Alta. Reg.	<i>Amendments</i>
Animal Protection Act		
Animal Protection	203/2005	210/2008, 170/2012, 73/2014, 123/2016, 81/2019, 31/2021

ANIMAL PROTECTION ACT

Chapter A-41

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6	Duty to locate owner
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HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of Alberta, enacts as follows:

Interpretation

1(1) In this Act,

- (a) “animal” does not include a human being;
- (b) “business day” means a day on which
 - (i) if an animal is delivered to a humane society under section 3(2)(a), the humane society, or

- (ii) if an animal is delivered to a caretaker under section 3(2)(b), the office of the peace officer who delivered the animal

is open for business;

- (c) “caretaker” means an individual who has an appropriate facility in which to keep an animal and agrees to care for the animal in accordance with this Act;
- (d) “Court”, except in section 13, means the Court of Justice;
- (e) “humane society” means an organization that is approved as a humane society under section 9;
- (f) “Minister” means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
- (g) “peace officer” means
 - (i) a member of the Royal Canadian Mounted Police,
 - (ii) a member of a municipal police service, or
 - (iii) a peace officer appointed under the *Peace Officer Act* for the purposes of this Act;
- (h) “registered veterinarian” means a registered veterinarian as defined in the *Veterinary Profession Act*.

(2) For the purposes of this Act, an animal is in distress if it is

- (a) deprived of adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from injurious heat or cold,
- (b) injured, sick, in pain or suffering, or
- (c) abused or subjected to undue hardship, privation or neglect.

RSA 2000 cA-41 s1;2005 c22 s2;2006 cP-3.5 s33;AR 75/2023

Prohibition against causing distress

2(1) No person shall cause or permit an animal of which the person is the owner or the person in charge to be or to continue to be in distress.

(1.1) No person shall cause an animal to be in distress.

(2) This section does not apply if the distress results from an activity carried on in accordance with the regulations or in accordance with reasonable and generally accepted practices of animal care, management, husbandry, hunting, fishing, trapping, pest control or slaughter.

RSA 2000 cA-41 s2;2005 c22 s3

Animal care duties

2.1 A person who owns or is in charge of an animal

- (a) must ensure that the animal has adequate food and water,
- (b) must provide the animal with adequate care when the animal is wounded or ill,
- (c) must provide the animal with reasonable protection from injurious heat or cold, and
- (d) must provide the animal with adequate shelter, ventilation and space.

2005 c22 s4

Powers of peace officer

3(1) If an animal is in distress and

- (a) the owner or person in charge of the animal does not forthwith take steps that will relieve its distress,
- (a.1) a peace officer is of the opinion, on reasonable and probable grounds, that the owner or person in charge of the animal is not likely to ensure that the animal's distress is relieved or to ensure that the animal's distress will continue to be relieved, or
- (b) the owner or person in charge of the animal cannot be found immediately and informed of the animal's distress,

a peace officer may, in accordance with section 4, take any action the peace officer considers necessary to locate the animal and relieve its distress, including taking custody of the animal in accordance with the regulations and arranging for transportation, food, water, care, shelter and veterinary treatment for the animal, if necessary.

(2) A peace officer who takes custody of an animal pursuant to subsection (1) shall deliver the animal

- (a) to a humane society, or

(b) to a caretaker, if there is no humane society close to the location where the animal is found or if the humane society does not have an appropriate facility in which to keep the animal.

(3) If an animal is found to be in such distress that, in the opinion of

(a) a registered veterinarian, or

(b) if a registered veterinarian is not readily available, a peace officer,

the animal cannot be relieved of its distress and live without undue suffering, the peace officer may destroy the animal or cause the animal to be destroyed and the owner of the animal is liable for the costs of destroying it.

RSA 2000 cA-41 s3;2005 c22 s5

Authority to enter premises

4(1) A peace officer who on reasonable and probable grounds believes

(a) that there is an animal that is in distress on any land or in any vehicle or place other than a private dwelling house, and

(b) that obtaining a warrant is not practical in the circumstances

may enter the land, vehicle or place for the purpose of determining whether the animal is in distress and, if necessary, carrying out the peace officer's duties under section 3.

(2) A peace officer who on reasonable and probable grounds believes that there is an animal that is in distress in a private dwelling house shall obtain a warrant to enter the private dwelling house for the purpose of carrying out the peace officer's duties under section 3.

(3) A peace officer acting under the authority of this section shall, on request, produce the peace officer's certificate of appointment to the owner or occupant of any land, vehicle or place entered pursuant to this section.

(4) A peace officer shall use no more force than is reasonably required to enter or search any land, vehicle or place.

1988 cA-42.1 s4

Abandoned animal

4.1(1) In this section, "abandoned animal" includes an animal that

- (a) is left for more than 24 hours without adequate food or water or shelter,
- (b) is left for 5 days or more after the expected retrieval time from a registered veterinarian or from a person who for money consideration or its equivalent stables, boards or cares for the animal, or
- (c) is found on premises with respect to which the tenancy agreement has been terminated.

(2) A peace officer may take an abandoned animal into custody whether or not it is in distress.

(3) A peace officer who takes an animal into custody pursuant to subsection (2) shall deliver the animal to a humane society or caretaker.

2005 c22 s6

Duty to provide care

5(1) A peace officer who takes custody of an animal pursuant to section 3(1) or 4.1(2) shall take reasonable steps to ensure that the animal is provided with transportation, food, water, care, shelter and veterinary treatment, if necessary.

(2) Repealed 2005 c22 s7.

(3) A humane society to which or a caretaker to whom an animal is delivered under section 3(2) or 4.1(3) may, in accordance with the tariff provided for in the regulations, recover any expenses incurred in respect of the animal from the owner of the animal and may require the owner to pay those expenses before the animal is returned to the owner.

(4) A humane society or a caretaker may recover unpaid expenses incurred in respect of an animal in an action in debt against the owner of the animal.

RSA 2000 cA-41 s5;2005 c22 s7

Duty to locate owner

6 If an animal is delivered

- (a) to a humane society under section 3(2)(a) or 4.1(3), the humane society, or
- (b) to a caretaker under section 3(2)(b) or 4.1(3), the peace officer who delivered the animal

shall take reasonable steps to locate the owner of the animal, including a search of the brand registry under the *Livestock*

Identification and Commerce Act, and shall notify the owner of the actions taken in respect of the animal.

RSA 2000 cA-41 s6;2005 c22 s8;2006 cL-16.2 s95

Sale or gift of animal

7(1) If the owner of an animal that has been delivered to a humane society or caretaker under section 3(2) or 4.1(3)

- (a) is not located and notified within 3 business days after the date on which the animal was delivered, or
- (b) is located and notified but does not, within 3 business days after the date on which the animal was delivered, pay the expenses incurred in respect of the animal pursuant to section 3(1) or 4.1 and section 5 or enter into an agreement for the payment of the expenses that is satisfactory to the humane society or the peace officer who delivered the animal, as the case may be,

the animal may be sold or given to any person by the humane society, if the animal was delivered to a humane society, or the peace officer who delivered the animal, if the animal was delivered to a caretaker, and the animal becomes the property of the person to whom it is sold or given.

(2) Notwithstanding subsection (1), if in the opinion of the humane society or a peace officer the animal appears to be a purebred animal or if it bears an obvious identification device, tattoo, brand, mark, tag or licence, the applicable time limit under subsection (1) is 10 days after the date on which the animal was delivered.

(3) The proceeds of a sale of an animal pursuant to subsection (1) shall be disbursed in the following order of priority, on proof of the expenses having been incurred:

- (a) to pay the expenses of selling the animal;
- (b) to pay the expenses incurred in respect of the animal under section 3(1) or 4.1 and section 5.

(4) The balance of the sale proceeds remaining after the payment of the expenses referred to in subsection (3) shall be

- (a) paid to the former owner of the animal, if the former owner has been located at the date of distribution of the sale proceeds, or
- (b) held by the Minister for a period of one year after the date of the sale, if the former owner has not been located.

- (5)** The Minister may pay the balance remaining
- (a) to a person who claims within the period set out in subsection (4)(b) and establishes to the satisfaction of the Minister that the person was the owner of the animal prior to the sale, or
 - (b) if no claim is made under clause (a), into the General Revenue Fund on the expiration of the period set out in subsection (4)(b).

RSA 2000 cA-41 s7;2005 c22 s9

Destruction of animal

8 A humane society, in respect of an animal that has been delivered to it, or a peace officer, in respect of an animal that has been delivered to a caretaker, may destroy the animal or cause the animal to be destroyed if it has not been claimed by its owner and in the opinion of the humane society or peace officer, as the case may be, the animal is not suitable to be sold or given away in accordance with section 7.

1988 cA-42.1 s8

Approval of humane society

9 Subject to the regulations, the Minister may approve as a humane society an organization that

- (a) has as one of its principal objects the prevention of cruelty to animals, and
- (b) meets the requirements of the Minister

and may suspend or revoke the approval.

1988 cA-42.1 s9

Inspection re standards

10(1) A peace officer may without a warrant during ordinary business hours enter

- (a) any premises, other than a private dwelling house, where animals are kept for sale, hire or exhibition, or
- (b) any vehicle used to transport animals

to inspect the animals or any vehicle in which animals are transported for the purpose of administering this Act, the regulations under this Act and any regulations prescribing standards for vehicles used to transport animals.

(1.1) In order to conduct an inspection under subsection (1), a peace officer may signal or otherwise order a person operating a

vehicle to stop forthwith or to move the vehicle to a particular place and then stop it, and that person shall forthwith comply with that signal or order and shall not proceed until the peace officer has had a reasonable amount of time to inspect the vehicle and the animals in or on the vehicle.

(2) A peace officer acting under the authority of this section shall, on request, produce the peace officer's certificate of appointment to the owner or occupant of any premises or vehicle entered pursuant to subsection (1).

RSA 2000 cA-41 s10;2005 c22 s10

Prohibition against obstruction

11 No person shall in any manner hinder or obstruct a peace officer in the performance of the peace officer's duties under this Act or the regulations.

1988 cA-42.1 s11

Offence

12(1) A person who contravenes this Act or the regulations is guilty of an offence and liable to a fine of not more than \$20 000.

(2) If the owner of an animal is found guilty of an offence under section 2, the Court may make an order restraining the owner from continuing to have custody of an animal for a period of time specified by the Court.

(3) The Court may make an order under subsection (2) on any terms and conditions it considers appropriate.

RSA 2000 cA-41 s12;2001 c10 s2

Order of custody

13(1) A peace officer may apply to the Court of King's Bench for an order granting to the peace officer custody of an animal in respect of which a charge has been laid under section 12.

(2) An applicant under subsection (1) may retain custody of an animal in respect of which the application is made pending the outcome of any proceedings under section 12, notwithstanding that the owner of the animal

- (a) pays the expenses incurred in respect of the animal under sections 3(1) and 5, and
- (b) requests the peace officer, or any humane society or caretaker to whom the peace officer has delivered the animal, to return the animal to the owner.

(3) The Court may make an order under this section on any terms and conditions it considers appropriate.

RSA 2000 cA-41 s13;2009 c53 s22;AR 217/2022

Protection from action

14(1) No action lies against a peace officer, registered veterinarian, caretaker, humane society or an officer or employee of a humane society for anything done in good faith under this Act or the regulations.

(2) If a person, on reasonable and probable grounds, believes an animal is in distress and reports the distress to a peace officer, no action lies against that person for reporting unless that person reports maliciously or without reasonable or probable grounds for the belief.

RSA 2000 cA-41 s14;2005 c22 s11

Regulations

15(1) The Minister may make regulations

- (a) respecting how animals may be taken into custody;
- (b) respecting the care of animals;
- (c) respecting the approval of organizations as humane societies and the suspension and revocation of approvals;
- (d) respecting a tariff of expenses that may be charged by a humane society or a caretaker for the care provided to an animal that has been taken into custody under this Act;
- (e) respecting any matter the Minister considers necessary to administer this Act.

(2) A regulation under subsection (1)(a) or (b) may adopt or incorporate, in whole or in part or with modifications, published documents that set out standards, codes, guidelines or other rules relating to any matter in respect of which a regulation may be made under subsection (1)(a) or (b).

(3) If a standard, code, guideline or other rule is adopted or incorporated by regulation under this section, the Minister shall ensure that a copy of the standard, code, guideline or other rule is made available to a person on request.

RSA 2000 cA-41 s15;2005 c22 s12

16 Repealed 2005 c22 s13.



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Province of Alberta

ANIMAL HEALTH ACT

Statutes of Alberta, 2007
Chapter A-40.2

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

Amendments Not in Force

This consolidation incorporates only those amendments in force on the consolidation date shown on the cover. It does not include the following amendments:

2020 c35 s120 amends s43.5(2).

Regulations

The following is a list of the regulations made under the *Animal Health Act* that are filed as Alberta Regulations under the Regulations Act

	Alta. Reg.	<i>Amendments</i>
Animal Health Act		
Animal Health (General).....	130/2014	266/2020, 216/2022, 228/2022
Authorized Medicine Sales	131/2014	267/2020, 216/2022, 228/2022
Biosecurity	185/2019	218/2022
Disposal of Dead Animals.....	132/2014	218/2022, 228/2022
Livestock Market	133/2014	216/2022, 228/2022
Premises Identification.....	200/2008	4/2014, 136/2014, 197/2014, 228/2022
Reportable and Notifiable Diseases	129/2014	1/2018, 110/2022
Swine Traceability	134/2014	228/2022
Traceability Cattle Identification.....	333/2009	135/2014, 3/2017, 141/2018, 49/2020

ANIMAL HEALTH ACT

Chapter A-40.2

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HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of Alberta, enacts as follows:

Part 1 Interpretation

Definitions

1 In this Act,

- (a) “active pharmaceutical ingredients” means pharmaceutically active substances used in the formulation of medicines in dosage forms;
- (b) “animal” means any animal other than a human being;
- (c) “animal by-product” includes, without limitation, blood and any of its components, bones, bristles, feathers, flesh, hair, hoofs, horns, offal, hides, furs, skin and wool;
- (d) “animal product” includes, without limitation, butter, cheese, cream, milk, eggs, meat, ova, semen and antlers;

- (e) “authorized person” means
 - (i) a person listed in the Schedule, or
 - (ii) a person who is designated in the regulations as an authorized person or who is within a class of persons that is designated in the regulations for the purposes of this subclause;
- (f) “biosecurity measures” means actions taken to minimize the spread of a disease or a disease-causing agent;
- (g) “chief provincial veterinarian” means the chief provincial veterinarian appointed under section 5;
- (h) “community pasture” means
 - (i) a forest reserve under the *Forest Reserves Act*,
 - (ii) a community grazing reserve under the *Public Lands Act*, or
 - (iii) public land that is subject to a grazing lease or permit between the Government and a grazing association or group of individuals under the *Public Lands Act*;
- (i) “contaminated material” means bedding, clothing, equipment, feed, footwear, manure, medicine and any other fomite that may have come into contact with a diseased animal or a disease-causing agent;
- (j) “control zone” means a control zone established under section 31;
- (k) “Department” means the department administered by the Minister;
- (l) “disease” means a disease within the meaning of section 2;
- (m) “disease-causing agent” means a micro-organism, macro-organism, chemical, poison, toxin or other agent that causes or may cause a disease;
- (n) “fomite” means an inanimate object that is capable of carrying a disease-causing agent but does not include a vehicle, railway car, aircraft or watercraft;
- (o) “information” includes personal information;
- (p) “inspector” means an inspector appointed under section 6;

- (q) “medicine” means drugs, vaccines, active pharmaceutical ingredients and biological supplies used for the prevention, treatment and control or eradication of diseases or parasites in animals;
- (r) “Minister” means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
- (s) “notifiable disease” means a notifiable disease within the meaning of section 4;
- (t) “owner” in respect of an animal, premises or any other thing includes a person who has custody or care and control of the animal, premises or other thing;
- (u) “personal information” means information about an identifiable individual;
- (v) “registered veterinarian” means a registered veterinarian under the *Veterinary Profession Act*;
- (w) “reportable disease” means a reportable disease within the meaning of section 3;
- (x) “residue” means medicine, chemicals or deleterious substances or their metabolized products remaining in animals, animal products, animal by-products or animal tissues;
- (y) “syndrome” means a set of symptoms or conditions that occur together in an animal;
- (z) “vector” means a living organism that is capable of carrying and transmitting a disease-causing agent but does not include an individual;
- (aa) “withdrawal time” means the amount of time required after the last medicine treatment given to an animal
 - (i) as stated on the label of the medicine if the medicine is being used as described on the label, or
 - (ii) as directed by the prescribing registered veterinarian if the medicine is being used and administered in an extra-label manner,

to achieve the maximum residue limits as set out in the *Food and Drug Act* (Canada).

2007 cA-40.2 s1;2013 c10 s11;2009 c17 s2;2022 c21 s7

Disease

2(1) For the purposes of this Act, “disease” means

- (a) a pathological abnormality or a distinct group of symptoms or behaviours that are generally recognized by the scientific community as resulting or likely resulting from a single cause, or the interaction of more than one cause,
- (b) any syndrome, or
- (c) the condition of carrying a disease-causing agent.

(2) Notwithstanding subsection (1), an inspector who is a registered veterinarian may consider an animal to be diseased if

- (a) in the opinion of the inspector, the animal exhibits a single abnormal symptom or behaviour or a group of abnormal symptoms or behaviours whose cause has not been identified or isolated, or
- (b) repealed 2009 c17 s3,
- (c) the animal has residues that exceed the maximum residue limits set out under the *Food and Drug Act* (Canada).

2007 cA-40.2 s2;2009 c17 s3

Reportable disease

3 For the purposes of this Act, a reportable disease is a disease that

- (a) is prescribed as a reportable disease in the regulations,
- (b) in the opinion of the chief provincial veterinarian requires the implementation of control measures or eradication measures to minimize the risk of the disease spreading because the disease
 - (i) may cause products derived from a diseased animal to be unsafe or unfit for use or consumption,
 - (ii) may be a threat to animal health, public health or the health of other living organisms,
 - (iii) may be a threat to the economic interests of the animal industry, or
 - (iv) may be transmitted between animals and humans,

or

- (c) requires any action to be taken for any purpose prescribed in the regulations.

2007 cA-40.2 s3;2009 c17 s4

Notifiable disease

4 For the purposes of this Act, a notifiable disease is a disease that

- (a) is prescribed as a notifiable disease in the regulations,
- (b) in the opinion of the chief provincial veterinarian requires monitoring because the presence or the location of the disease may affect domestic or international trade,
- (c) in the opinion of the chief provincial veterinarian requires monitoring because it is a new disease to the province and the potential effects of the disease on animal health or public health are not known,
- (d) in the opinion of the chief provincial veterinarian requires monitoring because the disease-causing agent has changed and the effects of the change and the potential effects of the change on animal health or public health are not known,
- (e) in the opinion of the chief provincial veterinarian requires monitoring for any other purpose, or
- (f) requires monitoring for any other purpose prescribed in the regulations.

Part 2 Administration

Chief provincial veterinarian

5 The Minister may appoint a registered veterinarian as chief provincial veterinarian in accordance with the *Public Service Act*.

Inspectors

6(1) For the purposes of this Act, the chief provincial veterinarian is an inspector.

(2) The chief provincial veterinarian may appoint registered veterinarians as inspectors.

(3) The chief provincial veterinarian may appoint individuals who are not registered veterinarians as inspectors.

(4) Inspectors who are not employed pursuant to the *Public Service Act* may be paid the remuneration and expenses that the Minister may from time to time determine.

(5) An inspector must carry identification issued by the chief provincial veterinarian in the form provided for in the regulations.

Delegation of authority

7(1) The Minister may delegate any of the Minister's powers and duties under this Act, other than the power to make regulations, to the chief provincial veterinarian, including the power of subdelegation.

(2) The chief provincial veterinarian may in writing delegate to an inspector or to an employee of the Department any of the chief provincial veterinarian's powers and duties under this Act or powers and duties delegated to the chief provincial veterinarian by the Minister under subsection (1).

Assistance by peace officer

8 An inspector may be accompanied by a peace officer while exercising powers or carrying out duties under this Act.

Part 3 Reporting and Examination

Duty to report

9(1) An owner of an animal or an authorized person who knows or ought to know that a reportable disease is, or may be, present in an animal must report it to the chief provincial veterinarian in accordance with the regulations.

(2) An owner of an animal or an authorized person who knows or ought to know that a notifiable disease is, or may be, present in an animal must report it to the chief provincial veterinarian in accordance with the regulations.

2007 cA-40.2 s9;2022 c16 s1

Examination of live animals

10 For the purposes of administering this Act, an inspector may examine any animal that on reasonable and probable grounds is suspected of

- (a) having a reportable disease,
- (b) having come into contact with an animal that has or had a reportable disease,

- (c) carrying a disease-causing agent for a reportable disease, or
- (d) having come into contact with a vector or a fomite that is or likely is carrying a disease-causing agent for a reportable disease.

Examination of dead animals

11 For the purposes of administering this Act, the chief provincial veterinarian may order the carcass of any dead animal to be exhumed and examined

- (a) if the animal is suspected on reasonable and probable grounds of having died from a reportable disease,
- (b) if the animal was destroyed under section 28 as a result of having or being suspected of having a reportable disease,
- (c) if the animal died and an animal product or animal by-product from the dead animal was contaminated with or was suspected of being contaminated with a reportable disease,
- (d) if the animal was destroyed under section 28 as a result of an animal product or animal by-product from the animal being contaminated with a disease-causing agent for a reportable disease or being suspected of being contaminated with a disease-causing agent for a reportable disease, or
- (e) if the owner of the animal or an authorized person has contravened section 9, a quarantine order under section 12, a surveillance zone order under section 22, a control zone order under section 31, section 62 or the regulations.

Part 4 Quarantine

Quarantine

12(1) When the chief provincial veterinarian believes on reasonable and probable grounds that an animal has a reportable disease or has come into contact with another animal that has or had a reportable disease or that an animal product or animal by-product is contaminated with or is suspected of being contaminated with a disease-causing agent for a reportable disease, the chief provincial veterinarian may issue a quarantine order and

- (a) quarantine premises,

- (b) quarantine an animal on premises,
- (c) quarantine an animal product on premises,
- (d) quarantine an animal by-product on premises,
- (e) quarantine contaminated material on premises,
- (f) quarantine on premises a vehicle, railway car, aircraft or watercraft that carried
 - (i) an animal that has a reportable disease or is suspected on reasonable and probable grounds of having a reportable disease,
 - (ii) an animal product or animal by-product that is or is suspected of being contaminated with a disease-causing agent for a reportable disease, or
 - (iii) contaminated material.

(2) A quarantine order issued under subsection (1) may include any terms and conditions the chief provincial veterinarian considers necessary to minimize the risk of the reportable disease spreading and may

- (a) identify the reportable disease,
- (b) name the owner of the animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft, premises or contaminated material,
- (c) describe the location of
 - (i) the quarantined premises,
 - (ii) the quarantined animal and the location of the animal on the premises,
 - (iii) the quarantined animal product or animal by-product and the location of the animal product or animal by-product on the premises,
 - (iv) the quarantined vehicle, railway car, aircraft or watercraft and the location of the vehicle, railway car, aircraft or watercraft on the premises, and
 - (v) the quarantined contaminated material and the location of the contaminated material on the premises,

- (d) require an inspector to apply an identification mark, symbol, tag or electronic device to an animal, or require an inspector to record an identification mark, symbol, tag or electronic device that has been previously applied to an animal in order to identify the animal being quarantined,
- (e) require an inspector to apply an identification tag on a vehicle, railway car, aircraft, watercraft or contaminated material in order to identify the vehicle, railway car, aircraft, watercraft or contaminated material being quarantined,
- (f) order the manner in which the owner of the animal is to care for and feed all animals within the quarantined premises,
- (g) impose specific restrictions on the movement of fomites, vectors, animals, animal products, animal by-products, individuals, vehicles, railway cars, aircraft, watercraft and contaminated material that may carry a disease-causing agent for the reportable disease from entering or leaving the quarantined premises,
- (h) impose specific restrictions on the movement of animals, animal products, animal by-products and contaminated material within the quarantined premises,
- (i) specify any precautions or biosecurity measures for animals, animal products, animal by-products, individuals, vehicles, railway cars, aircraft, watercraft and contaminated material entering or leaving the quarantined premises,
- (j) state what tests are being conducted or will be conducted to identify or confirm the presence of the reportable disease or the disease-causing agent for the reportable disease,
- (k) order the isolation and segregation of animals present within the quarantined premises or from a quarantined vehicle, railway car, aircraft or watercraft,
- (l) order the owner of the animal to vaccinate an animal that has or is suspected on reasonable and probable grounds of having the reportable disease or to vaccinate other animals that may be susceptible to the reportable disease,
- (m) order the owner of the premises, the vehicle, the railway car, the aircraft, the watercraft or the contaminated material to clean and disinfect the premises, the vehicle, the railway car, the aircraft, the watercraft and any

- contaminated material on the premises or on or in the vehicle, the railway car, the aircraft or the watercraft,
- (n) order the destruction of an animal in accordance with section 28 if the animal has or is suspected on reasonable and probable grounds of having the reportable disease or if the animal products or animal by-products from an animal are contaminated with or are suspected of being contaminated with the disease-causing agent for the reportable disease,
 - (o) permit the movement of an animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material from the quarantined premises to another location,
 - (p) require the owner of the animal or premises to inform the inspector of any animals that become sick or have died on the premises during the quarantine, and
 - (q) impose any other terms and conditions the chief provincial veterinarian considers necessary.

2007 cA-40.2 s12;2009 c17 s5

Service of quarantine order

13(1) Subject to subsection (2), a quarantine order must be served by being delivered personally to the owner of the premises, the animal, the animal product, the animal by-product, the vehicle, the railway car, the aircraft, the watercraft or the contaminated material.

(2) If, in the opinion of an inspector, service cannot reasonably be effected in accordance with subsection (1), the inspector may post a copy of the quarantine order in a conspicuous place on the premises where the animal, animal product, animal by-product or contaminated material is located or on the vehicle, the railway car, the aircraft or the watercraft that is the subject of the quarantine order.

Notice of quarantine

14 The chief provincial veterinarian may notify an authorized person of the quarantine order and may provide any information collected under section 18 to an authorized person if the chief provincial veterinarian considers it necessary.

Treatments

15 The chief provincial veterinarian may order specific treatments to be administered to any animal on quarantined premises.

Movement from quarantined premises

16(1) A person may move an animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material from quarantined premises to another location only

- (a) in accordance with the terms and conditions in the quarantine order, and
- (b) after notifying the inspector at least 12 hours prior to moving the animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material from the quarantined premises.

(2) A person moving an animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material must carry a copy of the quarantine order and provide a copy of the quarantine order to any person who takes custody or care and control of the animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material.

Failure to comply with quarantine order

17(1) A person who fails to comply with the terms and conditions of a quarantine order is guilty of an offence.

(2) If the owner of the premises, animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material that is subject to a quarantine order fails to comply with the terms and conditions of the quarantine order, the inspector may carry out the terms and conditions of the quarantine order at the expense of the owner.

(3) An inspector must provide in writing to the owner the inspector's determination of the expenses incurred in carrying out the terms and conditions of a quarantine order.

(4) When the terms and conditions of a quarantine order are carried out by an inspector under this section, the amount of the expenses incurred in carrying out the quarantine order, as determined by the inspector, is a debt due to the Crown.

Quarantine inspections

18 In addition to carrying out the powers and duties set out in sections 37 and 38, during a quarantine an inspector may

- (a) examine animals that have a reportable disease or that may have been exposed to a disease-causing agent for a

- reportable disease, collect samples from those animals and conduct tests on those samples,
- (b) examine fomites suspected of carrying a disease-causing agent for a reportable disease and collect samples and conduct tests on those samples,
 - (c) conduct investigations to determine the cause, source or spread of a reportable disease or a disease-causing agent for a reportable disease,
 - (d) identify any animals that may have come into contact with the diseased animal or that may have developed the reportable disease,
 - (e) require the production of the name, address and telephone number of the owner of the quarantined premises, animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material,
 - (f) conduct any tests on a diseased animal or any animal that may have come into contact with a diseased animal or been exposed to the disease-causing agent for the reportable disease or obtain the results of any tests that have been conducted on a diseased animal or on any animal that may have come into contact with a diseased animal or been exposed to the disease-causing agent for the reportable disease,
 - (g) require the production of a list of the treatments administered to a diseased animal and the diseased animal's response to the treatments,
 - (h) require the production of information on the morbidity or mortality of the animals on the quarantined premises,
 - (i) require the production of the epidemiological and pathological details of a reportable disease in a diseased animal or in any animal that may have come into contact with a diseased animal or been exposed to the disease-causing agent for the reportable disease,
 - (j) assess the health of other animals on the quarantined premises that may have come into contact with a diseased animal or been exposed to the disease-causing agent for the reportable disease, and
 - (k) require the production of any other information or carry out any other activity that the inspector considers necessary for the investigation.

Quarantine order amended

19(1) The chief provincial veterinarian may amend a quarantine order in writing.

(2) A copy of the amendment must be provided to the owner of the quarantined premises, animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material.

(3) The chief provincial veterinarian must notify the authorized persons notified of the original quarantine order under section 14 of the amendment in the same manner as those persons were notified of the original quarantine order.

Quarantine order revoked

20(1) Subject to subsection (2), the chief provincial veterinarian may revoke a quarantine order in writing.

(2) A quarantine order may not be revoked until the chief provincial veterinarian is satisfied that all of the terms and conditions of the quarantine order have been carried out.

(3) When the chief provincial veterinarian revokes a quarantine order, the chief provincial veterinarian must

- (a)** provide a copy of the revocation to the owner of the quarantined premises, animal, animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material,
- (b)** notify the authorized persons notified of the original quarantine order under section 14 of the revocation in the same manner as those persons were notified of the original quarantine order, and
- (c)** remove the copy of the quarantine order posted under section 13(2), if any.

Prohibition

21(1) No person shall remove, alter, deface, conceal, damage, destroy, move or render illegible a quarantine order or a copy of a quarantine order posted on the quarantined premises or posted on a quarantined vehicle, railway car, aircraft or watercraft unless the person has the written consent of an inspector.

(2) No person other than an inspector shall remove, alter, deface, conceal, damage, destroy, move or render illegible any seal, earmark, eartag, other identification mark, symbol, tag or any other electronic device used or applied by an inspector on an animal.

(3) No person other than an inspector shall remove, alter, deface, conceal, damage, destroy, move or render illegible an identification tag used or applied by an inspector on a vehicle, railway car, aircraft, watercraft or contaminated material.

Part 5 Surveillance Zone

Surveillance zone

22(1) The chief provincial veterinarian may establish a surveillance zone with a maximum radius of 10 km around quarantined premises and issue a surveillance zone order.

(2) A surveillance zone order issued under subsection (1) may include any terms and conditions the chief provincial veterinarian considers necessary to monitor the surveillance zone for the presence of the specific reportable disease that is present within the quarantined premises and may authorize an inspector

- (a) to examine animals, collect specimens from animals and conduct tests on animals within a surveillance zone to determine if a reportable disease or a disease-causing agent for the reportable disease has spread from the quarantined premises into the surveillance zone,
- (b) to examine fomites, collect samples and conduct tests on those samples collected within a surveillance zone to determine if the disease-causing agent for a reportable disease within the quarantined premises has spread to the surveillance zone,
- (c) to require the vaccination of animals,
- (d) to require owners of animals and authorized persons to report unusual occurrences or incidences of morbidity or mortality within the surveillance zone,
- (e) to impose disease control or disease prevention strategies and any other biosecurity measures to minimize the risk of the reportable disease spreading,
- (f) to conduct and monitor investigations to determine if the specific reportable disease has entered the surveillance zone, and
- (g) to impose any other restriction or requirement the chief provincial veterinarian considers necessary to minimize the risk of the reportable disease or the disease-causing agent for the reportable disease spreading from

quarantined premises to the surveillance zone or within the surveillance zone.

Service of surveillance zone order

23(1) The chief provincial veterinarian may serve notice of a surveillance zone order on an owner of premises or of an animal, animal product or animal by-product, or on an authorized person, within the surveillance zone.

(2) Subject to subsection (3), notice of the surveillance zone order under subsection (1) must be served by being personally delivered.

(3) If, in the opinion of an inspector, service cannot reasonably be effected in accordance with subsection (2), the inspector may post a copy of the surveillance zone order in a conspicuous place on the premises of each person to be served within the surveillance zone.

2007 cA-40.2 s23;2009 c17 s6

Failure to comply with surveillance zone order

24(1) A person who fails to comply with the terms and conditions of a surveillance zone order is guilty of an offence.

(2) If an owner of premises or of an animal, animal product or animal by-product or an authorized person fails to comply with the terms and conditions of a surveillance zone order, the inspector may carry out the terms and conditions of the surveillance zone order at the expense of the owner or authorized person.

(3) The inspector must provide in writing to the owner or authorized person the inspector's determination of the expenses incurred in carrying out the terms and conditions of the surveillance zone order.

(4) When terms and conditions of the surveillance zone order are carried out by an inspector under this section, the amount of the expenses incurred in carrying out the terms and conditions of the surveillance zone order, as determined by the inspector, is a debt due to the Crown.

Surveillance zone order amended

25(1) The chief provincial veterinarian may amend a surveillance zone order in writing.

(2) A copy of the amendment must be served on the persons notified of the original surveillance zone order under section 23 by being delivered personally.

(3) If, in the opinion of an inspector, service cannot reasonably be effected in accordance with subsection (2), the inspector may post a

copy of the amendment in a conspicuous place on the premises of each person who was notified of the original surveillance zone order.

2007 cA-40.2 s25;2009 c17 s7

Surveillance zone order revoked

26 When the chief provincial veterinarian revokes a surveillance zone order, the chief provincial veterinarian must inform the persons served with the surveillance zone order under section 23 of the revocation by

- (a) publishing the revocation in a newspaper having general circulation in the surveillance zone, and
- (b) publishing the revocation on the Department's website.

Prohibition

27 No person shall remove, alter, deface, conceal, damage, destroy, move or render illegible a surveillance zone order or an amendment to a surveillance zone order or a copy of a surveillance zone order or of an amendment to a surveillance zone order posted on premises unless the person has the written consent of an inspector.

Part 6 Destruction and Compensation

Destruction of animals

28(1) The chief provincial veterinarian may order the owner of an animal to destroy or dispose of an animal within a specified period of time and may, subject to the regulations, choose the method of destruction and the method of disposal of the carcass

- (a) if the animal has or is suspected on reasonable and probable grounds of having a reportable disease,
- (b) if the animal has come into contact with an animal that has or is suspected on reasonable and probable grounds of having a reportable disease,
- (c) if the animal is on quarantined premises,
- (d) if the animal has a reportable disease and the chief provincial veterinarian believes on reasonable and probable grounds that allowing the continued survival of the animal would be cruel or inhumane,

- (e) if the animal is carrying or is suspected on reasonable and probable grounds of carrying a disease-causing agent for a reportable disease,
 - (f) if an animal product or animal by-product from the animal is contaminated with or is suspected of being contaminated with a disease-causing agent for a reportable disease, or
 - (g) if the animal has consumed or is suspected on reasonable and probable grounds of having consumed the carcass or other parts of a dead animal contrary to a provincial or federal enactment.
- (2) If the chief provincial veterinarian orders the destruction and disposal of an animal, the chief provincial veterinarian must provide a copy of the order to the owner.
- (3) The owner must comply with an order issued under subsection (1).
- (4) If the owner fails to comply with an order issued pursuant to subsection (1)(g), the Minister may seize, destroy and dispose of the animal.
- (5) The amount of expenses incurred in seizing, destroying and disposing of an animal under subsection (4) is a debt due to the Crown.

2007 cA-40.2 s28;2009 c17 s8

Destruction of other property

- 29(1)** The chief provincial veterinarian may order the destruction and disposal of an animal product, an animal by-product, a vehicle, a railway car, an aircraft, a watercraft or contaminated material if the animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material has come into contact with a disease-causing agent for a reportable disease and the destruction of the disease-causing agent cannot be ensured by cleaning or disinfecting the animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material.
- (2) If the chief provincial veterinarian orders the destruction and disposal of an animal product, an animal by-product, a vehicle, a railway car, an aircraft, a watercraft or contaminated material, the chief provincial veterinarian must provide a copy of the order to the owner.
- (3) The owner must comply with an order issued under subsection (1).

Compensation

30(1) The Minister may, in accordance with the regulations, authorize the payment of compensation

- (a) to an owner whose animal is destroyed under section 28,
- (b) to an owner whose animal product, animal by-product, vehicle, railway car, aircraft, watercraft or contaminated material is destroyed under section 29,
- (c) for cleaning costs and disinfecting costs incurred in the course of complying with a quarantine order, surveillance zone order or control zone order,
- (d) for the costs of destruction and disposal of an animal, an animal product, an animal by-product, a vehicle, a railway car, an aircraft, a watercraft or contaminated material under section 28 or 29, or
- (e) for any other matter prescribed in the regulations.

(2) The Minister may refuse to authorize compensation or may reduce the amount of compensation authorized

- (a) if the owner has failed to comply with an order, direction or request made by an inspector,
- (b) if the owner had failed to implement biosecurity measures as specified in the regulations,
- (c) if the owner has failed to comply with this Act,
- (d) if the owner has failed to comply with a statutory duty directly related to the animal or the reportable disease, or
- (e) for any other reason provided for in the regulations.

(3) Neither the owner nor the operator of a vehicle, railway car, aircraft or watercraft is entitled to compensation in respect of anything required to be done under section 37.

Part 7 Control Zones

Control zones

31(1) The Minister may, by order, establish a control zone

- (a) in a region along a border of the province to minimize the risk of a specific reportable disease present in an adjacent province, territory or state from entering Alberta,

- (b) in any region in Alberta to establish or protect a disease-free zone when the specific reportable disease is present in the rest of Alberta, or
- (c) in any region in Alberta to contain a specific reportable disease.

(2) Notice of a control zone order must contain the following information:

- (a) the location of the control zone;
- (b) the specific reportable disease that necessitates establishing the control zone;
- (c) the species of animal the reportable disease occurs in;
- (d) the authority the chief provincial veterinarian has in the control zone;
- (e) any other information the Minister considers relevant.

(3) Notice of a control zone order must be published

- (a) in a newspaper having general circulation in the control zone,
- (b) on the Department's website, and
- (c) in any other manner the Minister considers appropriate.

(4) In addition to publishing notice of the control zone order under subsection (3), the Minister may provide notice of the control zone order to an owner of an animal, animal product or animal by-product within the control zone or to an authorized person in the control zone in any manner the Minister considers appropriate.

(5) For the purposes of each control zone established, in addition to the powers set out in sections 37 and 38, the chief provincial veterinarian may, with the authorization of the Minister, do any one or more of the following:

- (a) create a surveillance program to monitor for the specific reportable disease named in the notice;
- (b) examine animals, collect specimens from animals and conduct tests on animals within a control zone and animals entering and leaving a control zone to determine whether the specific reportable disease is present in those animals;

- (c) examine fomites, collect samples and conduct tests on those samples to determine if the disease-causing agent for the specific reportable disease is present within the control zone;
 - (d) require owners of animals and authorized persons within the control zone to submit samples from animals to test for the presence of the specific reportable disease or the disease-causing agent for the specific reportable disease;
 - (e) restrict the movement of fomites, vectors, animals, vehicles, railway cars, aircraft and watercraft from entering or leaving the control zone;
 - (f) set conditions for the movement of animals, animal products, animal by-products, vehicles, railway cars, aircraft, watercraft and contaminated material into and out of the control zone;
 - (g) require an owner of an animal or an authorized person to report unusual occurrences or incidences of morbidity or mortality in animals within the control zone;
 - (h) impose disease control or disease prevention strategies and any other biosecurity measures to minimize the risk of the specific reportable disease or the disease-causing agent for the specific reportable disease spreading;
 - (i) require the vaccination of animals;
 - (j) require vehicles, railway cars, aircraft, watercraft and equipment to be cleaned and disinfected before entering or leaving the control zone;
 - (k) conduct and monitor investigations to determine if the specific reportable disease or the disease-causing agent for the specific reportable disease has entered the control zone;
 - (l) specify precautions individuals must take before entering or leaving the control zone;
 - (m) impose any other restriction or requirement the chief provincial veterinarian considers necessary.
- (6) A person must comply with any restriction or requirement imposed by the chief provincial veterinarian under subsection (5).

Failure to comply with control zone order

32(1) A person who fails to comply with the terms and conditions of a control zone order is guilty of an offence.

(2) If an owner of an animal, animal product or animal by-product or an authorized person fails to comply with the terms and conditions of a control zone order, the chief provincial veterinarian may carry out the terms and conditions of the control zone order at the expense of the owner or the authorized person.

(3) The chief provincial veterinarian must provide in writing to the owner or the authorized person the chief provincial veterinarian's determination of the expenses incurred in carrying out the terms and conditions of the control zone order.

(4) When the terms and conditions of the control zone order are carried out by the chief provincial veterinarian under this section, the amount of the expenses incurred in carrying out the terms and conditions of the control zone order, as determined by the chief provincial veterinarian, is a debt due to the Crown.

Control zone order amended

33(1) The Minister may amend a control zone order in writing.

(2) A copy of the amendment must be published

- (a) in a newspaper having general circulation in the control zone,
- (b) on the Department's website, and
- (c) in any other manner the Minister published notice of the control zone under section 31(3).

(3) The Minister must notify the owners of animals, animal products or animal by-products and authorized persons notified of the original control zone order under section 31(4) of the amendment in the same manner as those persons were notified of the original control zone order.

Control zone order revoked

34 When the Minister revokes a control zone order, the Minister must

- (a) publish the revocation in a newspaper having general circulation in the control zone,
- (b) publish the revocation on the Department's website,

- (c) publish the revocation in any other manner the Minister published notice of the control zone, and
- (d) notify the owners of animals, animal products or animal by-products and authorized persons notified of the original control zone order under section 31(4) of the revocation in the same manner as those persons were notified of the original control zone order.

Prohibition

35 No person shall remove, alter, deface, conceal, damage, destroy, move or render illegible a control zone order or an amendment to a control zone order or a copy of a control zone order or of an amendment to a control zone order posted on premises unless the person has the written consent of an inspector.

Regulations Act

36 The *Regulations Act* does not apply to an order made by the Minister under this Part.

Part 8 Inspections

Inspection of vehicles, railway cars, aircraft, watercraft

37(1) An inspector and persons assisting an inspector may, for the purpose of administering or ensuring compliance with this Act or the regulations, and carrying out any work or doing any other thing that the inspector is authorized under this Act to carry out or do, inspect any vehicle, railway car, aircraft or watercraft in or on which animals, animal products, animal by-products or contaminated material is transported.

(2) A person operating a vehicle, railway car, aircraft or watercraft described in subsection (1) must, when required by an inspector to do so,

- (a) bring the vehicle, railway car, aircraft or watercraft to a stop and keep it stopped until the end of any period of time that is reasonably necessary to enable the inspector to carry out the powers and duties of an inspector under this Act,
- (b) permit the inspector to examine the vehicle, railway car, aircraft or watercraft and animals, animal products, animal by-products or contaminated material in or on the vehicle, railway car, aircraft or watercraft,

- (c) permit the inspector to take samples and specimens from the animals, animal products, animal by-products or contaminated material in or on the vehicle, railway car, aircraft or watercraft,
 - (d) answer all questions related to the administration of this Act put to the person by the inspector concerning the animals, animal products, animal by-products or contaminated material,
 - (e) produce to the inspector records and other documents, including electronic records or documents, that relate to the animals, animal products, animal by-products or contaminated material in or on the vehicle, railway car, aircraft or watercraft,
 - (e.1) permit the inspector to use any computer hardware or software, including that of the vehicle, railway car, aircraft or watercraft, to obtain readings or other information about animals, animal products or animal by-products,
 - (f) transport the animals to the nearest point where reasonable unloading facilities are available and
 - (i) unload the animals for inspection, and
 - (ii) clean and disinfect the vehicle, railway car, aircraft or watercraft,
- and
- (g) assist the inspector who is carrying out powers and duties under this section.

(3) Subsection (2) does not apply to an aircraft that is in flight.

2007 cA-40.2 s37;2009 c17 s9

Inspection of premises

38(1) An inspector and persons assisting an inspector may, at any reasonable time, pass over land and enter any premises, other than a private dwelling or a part of premises used as a private dwelling, for the purpose of administering or ensuring compliance with this Act or the regulations and carrying out any work or doing any other thing that the inspector is authorized under this Act to carry out or do, including, without limitation, any of the following:

- (a) inspecting any premises or land in or on which any animals, animal products or animal by-products are, or are proposed to be, bought, sold or stored under this Act;

- (b) inspecting any activities that require a licence under this Act;
 - (c) inspecting animals, animal products, animal by-products or contaminated material present on the land or premises being inspected.
- (2)** In carrying out an inspection, an inspector may
- (a) require the production for examination of any records or other documents, including electronic records or documents, related to the administration of this Act and make copies of them or temporarily remove them for the purpose of making copies,
 - (a.1) use any computer hardware or software to obtain readings or other information related to the administration of this Act,
 - (b) require any person on the land or in the premises to answer all questions related to the administration of this Act put to the person by the inspector concerning the animals, animal products, animal by-products and contaminated material that are present, have been present or are expected to be present on the land or in the premises,
 - (c) examine, take samples and specimens from, and require tests to be performed on or samples to be taken from, animals, animal products, animal by-products or contaminated material on the land or premises,
 - (d) photograph or otherwise record anything on the land or premises that the inspector considers would be of assistance, and
 - (e) require any person to provide assistance to an inspector who is carrying out powers and duties under this section.
- (3)** Before entering a private dwelling or a part of premises used as a private dwelling to carry out powers and duties under this section, an inspector must
- (a) obtain the consent of the owner or occupant of the private dwelling, or
 - (b) obtain an order from a judge of the Court of King's Bench.
- (4)** If an inspector removes records or other documents under this section, the inspector must

- (a) give a receipt for them to the person from whom they were taken,
- (b) on request, provide a copy of the records or other documents removed to the person from whom they were taken or to a person who is entitled to custody of them, and
- (c) forthwith return the records or documents to the person from whom they were taken when they have served the purposes for which they were taken.

2007 cA-40.2 s38;2007 c34 s2;2009 c17 s10;AR 217/2022

Identification of inspector

39 An inspector acting under the authority of section 37 or 38 must carry identification in the form provided for in the regulations and on request produce the identification and explain the powers and duties of an inspector under sections 37 and 38.

Incriminating disclosures

40 A person who makes a disclosure under section 37(2)(d) or 38(2)(b) has the right not to have any incriminating disclosure so made used as evidence against the person in a prosecution under this Act except in a prosecution under section 42(2).

Court orders

41(1) If the consent required under section 38(3)(a) is refused or cannot reasonably be obtained, a judge of the Court of King's Bench may, on the application of an inspector, issue an order that

- (a) authorizes the inspector to enter the private dwelling or the part of premises used as a private dwelling to enable the inspector to carry out the powers and duties under section 38, and
- (b) directs a peace officer to accompany the inspector, if requested by the inspector, while the inspector carries out the powers and duties of an inspector under section 38.

(2) If anyone interferes with or hinders an inspector who is attempting to carry out the powers and duties of an inspector under section 18, 37 or 38, a judge of the Court of King's Bench may, on the application of the inspector, issue an order that

- (a) restrains any person from interfering with or in any manner hindering an inspector in the carrying out of the powers and duties of an inspector under this Act,

- (b) directs the owner to do or refrain from doing anything as the judge considers necessary in order to enable the inspector to carry out the powers and duties of an inspector under this Act, and
 - (c) directs a peace officer to accompany the inspector, if requested by the inspector, while the inspector carries out the powers and duties of an inspector under this Act.
- (3) An application under this section may be made *ex parte* if the judge considers it appropriate in the circumstances.

2007 cA-40.2 s41;2009 c53 s21;AR 217/2022

Offences

42(1) A person who interferes with or hinders an inspector who is carrying out or attempting to carry out the powers and duties of an inspector under this Act or refuses or neglects to comply with any request directed to the person under this Act is guilty of an offence.

(2) A person who knowingly makes a false or misleading statement under section 37(2)(d) or 38(2)(b) is guilty of an offence.

Part 9 Licences

Definitions

43 In this Part,

- (a) “authorized medicine” means authorized medicine as defined in the regulations;
- (b) “licence” means a licence referred to in section 43.4(1);
- (c) “livestock market licence” means a licence to operate a livestock market;
- (d) “outlet” means a place where authorized medicine for production animals is sold to the public;
- (e) “outlet licence” means a licence to operate an outlet;
- (f) “production animal” means production animal as defined in the regulations;
- (g) repealed 2020 c39 s2;
- (h) “wholesale licence” means a licence to sell authorized medicine to outlets.

2009 c17 s11;2020 c39 s2

Requirement for licence

43.1 Subject to the regulations, no person shall

- (a) operate a livestock market without a livestock market licence,
- (b) sell authorized medicine to the public except under the authority of an outlet licence,
- (c) sell authorized medicine to an outlet except under the authority of a wholesale licence, or
- (d) carry on an activity that requires a licence prescribed in the regulations except under the authority of that licence.

2009 c17 s11

43.2 Repealed 2020 c39 s2.

Restrictions

43.3(1) No holder of an outlet licence shall purchase, store or sell medicine to the public that is not authorized medicine.

(2) No holder of a wholesale licence shall sell authorized medicine for resale in an outlet unless an outlet licence has been issued in respect of that outlet.

2009 c17 s11

Application for licence

43.4(1) On application for a licence by a person in accordance with this Part and the regulations, the Minister may issue or refuse to issue any of the following licences:

- (a) a livestock market licence;
- (b) an outlet licence;
- (c) a wholesale licence;
- (d) any other licence prescribed in the regulations.

(2) An application for a licence must be made to the Minister in a form prescribed in the regulations and must be accompanied with a licence fee in the amount prescribed in the regulations.

(3) The Minister may issue a licence under this section subject to any terms and conditions the Minister considers appropriate.

(4) A licence issued under this section is not transferable.

(5) The Minister may, in the Minister's discretion,

- (a) refuse to issue or to renew a licence, or
- (b) cancel or suspend a licence or vary the terms and conditions of a licence if the Minister is satisfied that the licence holder has contravened this Act or the regulations or the terms and conditions of the licence,

and must provide a copy of the decision to the applicant or licence holder, as the case may be.

2009 c17 s11

43.5 Repealed 2020 c39 s2.

Closing of premises

44(1) If an outlet licence has been suspended or cancelled under section 43.4, the area of the premises where authorized medicine is sold must be closed.

(2) Repealed 2020 c39 s2.

(3) A licence holder is not entitled to compensation in respect of anything done under this section.

2007 cA-40.2 s44;2009 c17 s11;2020 c39 s2

Medicine

45(1) If an outlet licence is suspended or cancelled, an inspector may seize and detain any medicine on the premises prior to closing the area of the premises where the medicine is sold.

(2) If an outlet licence referred to in subsection (1) remains suspended or cancelled after all appeals have been exhausted, the inspector may dispose of any medicine seized under subsection (1) in a manner approved by the chief provincial veterinarian.

(3) A licence holder is not entitled to compensation in respect of anything done by an inspector under this section.

2007 cA-40.2 s45;2009 c17 s11

Part 10 Appeals

Appeal procedure

46(1) A person who is directly affected by any of the following decisions may appeal the decision in accordance with this section:

- (a) a determination of the expenses incurred in carrying out the terms and conditions of
 - (i) a quarantine order under section 17,

- (ii) a surveillance zone order under section 24, or
 - (iii) a control zone order under section 32;
 - (b) the amount of compensation authorized or a refusal or reduction of compensation by the Minister under section 30;
 - (c) a refusal by the Minister to issue or renew a licence under Part 9;
 - (d) the terms and conditions imposed on a licence by the Minister under Part 9;
 - (e) the cancellation, suspension or variance of the terms and conditions of a licence under Part 9.
- (2)** An appeal under this section must be commenced by serving the Minister with a notice of appeal in the form prescribed in the regulations within 30 days after the appellant is notified of the decision referred to in subsection (1).
- (3)** The Minister must, within 30 days after being served with a notice of appeal, appoint an appeal board to hear the appeal.
- (4)** An appeal board must consist of at least 3 and not more than 5 persons, one of whom must be designated as chair by the Minister.
- (5)** The Minister may prescribe the time within which an appeal board is to hear an appeal and render a decision, and the Minister may extend that time if the Minister considers it appropriate to do so.
- (6)** An appeal board that hears an appeal under this section may
- (a) confirm the refusal, cancellation, suspension or variance of the terms and conditions of a licence under Part 9,
 - (b) direct that a licence be issued or renewed under Part 9,
 - (c) reinstate a licence cancelled under Part 9,
 - (d) remove or vary a suspension of a licence under Part 9,
 - (d.1) remove or vary a variation of a term or condition of a licence under Part 9,
 - (e) confirm or vary a determination of expenses incurred under section 17, 24 or 32, or
 - (f) confirm or vary the amount of compensation authorized under section 30, direct compensation be authorized under

section 30 or confirm a refusal under section 30 to authorize compensation,

and the appeal board must notify the Minister and the appellant of its decision.

(7) The Minister may pay fees and reasonable living and travelling expenses to the members of an appeal board.

2007 cA-40.2 s46;2009 c17 s12;2020 c39 s2

Decision and record of hearing

47 The appeal board must forward to the Minister documents presented and documents created at the hearing.

Making decision public

48 A decision made by the appeal board may be made public in any manner authorized by the Minister but must not include any information that may identify the appellant.

Appeal to Court of King's Bench

49(1) A person who is affected by a decision of an appeal board under this Act may appeal the decision on a question of law or jurisdiction to the Court of King's Bench.

(2) An appeal under this section must be commenced within 30 days after the appellant receives notice of the appeal board's decision

- (a) by filing an application that sets out the grounds for the appeal with the clerk of the Court of King's Bench, and
- (b) by serving a copy of the application on the appeal board.

(3) The Court of King's Bench may, on application either before or after the time referred to in subsection (2), extend that time if it considers it appropriate to do so.

(4) On the hearing of an appeal, no evidence other than the evidence that was submitted to the appeal board on the making of the decision appealed from may be admitted, and the Court of King's Bench may confirm, vary or quash the appeal board's decision or make any ancillary order that is reasonably necessary for carrying out the Court's decision.

2007 cA-40.2 s49;2009 c53 s21;AR 217/2022

Reinstatement procedure

50(1) A person

- (a) whose licence has been cancelled or suspended under section 43.4, and
- (b) who has in respect of that cancellation or suspension commenced an appeal under section 46,

may apply to the Court of King's Bench for reinstatement of the licence or removal of the suspension pending the determination of the appeal within 30 days after the person is notified of the cancellation or suspension.

(2) A copy of the application must be served on the Minister.

(3) The Court of King's Bench may not hear an application made under this section until 2 or more days after a copy of the application is served on the Minister.

(4) On hearing an application made under this section, the Court of King's Bench may, subject to conditions that it considers appropriate, if any, reinstate the cancelled licence or remove the suspension, as the case may be, pending the determination of the appeal under section 46.

2007 cA-40.2 s50;2009 c17 s13;2009 c53 s21;
2020 c39 s2;AR 217/2022

Protection from liability

51 No action or other proceeding for damages may be commenced against an appeal board, a member or employee of an appeal board or a person appointed or engaged to perform a duty or exercise a power for an appeal board

- (a) for any act done in good faith in the performance or intended performance of any duty or the exercise or intended exercise of any power under this Act or the regulations, or
- (b) for any neglect or default in the performance of the duty or exercise of the power in good faith.

Part 11 Records

Records

52(1) An owner or authorized person required to do so by the regulations must keep records in accordance with the regulations.

(2) Records that must be kept by an owner and an authorized person include any one or more of the following records as prescribed in the regulations:

- (a) birth records for an animal;
- (b) parentage records for an animal;
- (c) identification of animals;
- (d) identification of premises;
- (e) records of the number of animals kept on the premises;
- (f) records of the date each animal arrived on the premises;
- (g) records of the date of sale or purchase of each animal;
- (h) records of the premises each animal, animal product or animal by-product came from;
- (i) records of any change in the use of premises;
- (j) records of any change in the type of species kept on premises;
- (k) a daily log of
 - (i) premises visits by a registered veterinarian, and
 - (ii) examinations of animals made in a registered veterinarian's clinic or in a veterinary hospital;
- (l) records of where prepared feed was produced and purchased from;
- (m) records of whom prepared feed was sold to;
- (n) repealed 2013 cS-19.3 s3;
- (o) any records required to be kept under a licence issued under this Act;
- (p) any other records required by the regulations.

(3) Records required to be kept under this section must be kept for a minimum of 10 years unless another time period is provided for in the regulations.

2007 cA-40.2 s52;2009 c17 s14;2013 cS-19.3 s3;
2020 c39 s2

Part 12

Collection, Use and Disclosure of Information

Information

53(1) Any information collected by, submitted by, disclosed to, disclosed by, used by, required for production by or submitted to an inspector or the chief provincial veterinarian is deemed to be information collected by, submitted by, disclosed to, disclosed by, used by, required for production by or submitted to the Minister and is under the direction and control of the Minister.

(2) For the purposes of administering this Act, the Minister may disclose information referred to in subsection (1) to the chief provincial veterinarian, an inspector or any other employee of the Department, and the chief provincial veterinarian, an inspector or any other employee of the Department may disclose information referred to in subsection (1) to the Minister.

Confidential information

54(1) The information referred to in section 53(1) is to be treated as having been provided in confidence.

(2) Notwithstanding subsection (1), information disclosed in a quarantine order, a surveillance zone order or a control zone order is not confidential information.

Personal information

55(1) Any information referred to in section 53(1) that is personal information is confidential for a period of 5 years from the date the personal information was received.

(2) The Minister must refuse to disclose personal information referred to in subsection (1) to an applicant under the *Freedom of Information and Protection of Privacy Act* other than the individual to whom the information relates if the personal information was collected to minimize the risk of a reportable disease spreading or to protect animal health or public health.

(3) Subsection (2) prevails over section 17(2)(b) of the *Freedom of Information and Protection of Privacy Act* but not over any other provision of that Act.

Collection of information

56 The Minister may require the production of, and collect, the following information:

- (a) any records required to be kept by any person under section 52;
- (b) any information collected by an authorized person;
- (c) animal records and reports, animal identification and animal certificates of health under the *Livestock Industry Diversification Act* and the regulations under that Act;
- (d) horse permits, livestock permits and livestock manifests under the *Livestock Identification and Commerce Act*;
- (e) livestock permits, horse permits, pedigree cattle permits and any other permits, animal records, bills of sale for animals and livestock manifests under the *Livestock Identification and Commerce Act*;
- (f) animal records and animal identification referred to in the regulations under the *Meat Inspection Act*;
- (g) animal records referred to in the regulations under the *Livestock and Livestock Products Act*;
- (h) animal records and reports referred to in the regulations under the *Marketing of Agricultural Products Act*;
- (i) any other information prescribed in the regulations.

2007 cA-40.2 s56;2009 c17 s15

Use and disclosure of information

57(1) The Minister may use and disclose for any one or more of the following purposes any information collected by, submitted by, disclosed to, disclosed by, used by, required for production by or submitted to an inspector, the chief provincial veterinarian or the Minister:

- (a) disease eradication;
- (b) disease control;
- (c) disease surveillance;
- (d) protecting animal health and public health;
- (e) assisting in ongoing health, safety and biosecurity measures to minimize a disease outbreak or to minimize the risk of a disease spreading;
- (f) assisting when there is an outbreak of a disease;
- (g) identifying where animals are raised, quarantined, auctioned and slaughtered;

- (h) eliminating animal disease barriers for domestic and export market access;
- (i) enhancing emergency preparedness in the case of an outbreak of a disease or in the event of a natural disaster;
- (j) detecting the presence of diseases;
- (k) monitoring the health of animals;
- (l) analyzing the geographical distribution of a disease;
- (m) analyzing the epidemiology of disease outbreaks;
- (n) conducting assessments and models to predict disease risk;
- (o) tracking the movement of animals, animal products and animal by-products from premises to premises;
- (p) identifying the premises-to-premises movement of animals, animal products and animal by-products;
- (q) any other purpose provided for in the regulations.

(2) Subject to sections 53, 54 and 55, the Minister may disclose to an owner of an animal, animal product or animal by-product or to an authorized person only the information that is necessary to minimize the risk of the disease spreading and to protect animal health and public health.

(3) Subject to the regulations, an owner or an authorized person to whom information is disclosed may use and disclose the information only for the purposes authorized by the Minister.

(4) If the Minister discloses information under this section, the Minister may provide a summary of a report made from an investigation or an inspection conducted under this Act instead of specific details.

(5) Subject to sections 54 and 55, the Minister may use any information collected by, submitted by, disclosed to, disclosed by, used by, required for production by or submitted to an inspector, the chief provincial veterinarian or the Minister to publish reports pertaining to any one or more of the purposes referred to in subsection (1) on the Department's website or by any other means the Minister chooses.

Agreements

58 In addition to agreements under sections 10 and 11 of the *Government Organization Act*, the Minister may enter into

agreements with authorized persons to collect, use and disclose any information referred to in sections 56 and 57.

Part 13 General

Animal health programs

59 The Minister may, in accordance with the regulations, establish and administer animal health programs.

Biosecurity measures

60 The Minister may, in accordance with the regulations, establish biosecurity measures to be implemented for general disease control or for specific diseases.

Community pastures

61 The Minister may, in accordance with the regulations, establish disease control measures on community pastures.

Possession of imported animals

62(1) The Minister may, in accordance with the regulations, prohibit the possession of imported animals that have a prescribed reportable disease or carry or may carry a disease-causing agent for a prescribed reportable disease.

(2) No person shall possess an imported animal with a prescribed reportable disease, the possession of which is prohibited under subsection (1).

Traceability system

63(1) The Minister may use any information collected under Part 12 to establish a traceability system.

(2) A traceability system may include the following information:

- (a) premises identification, including
 - (i) the location of premises,
 - (ii) the name, address and telephone number of the owner of premises,
 - (iii) the type of premises and the business name of premises, and

- (iv) the number of each species of animals raised, kept, displayed, assembled and disposed of each year;
- (b) identification of animals;
- (c) a tracking system for the movement of animals;
- (d) a tracking system for the movement of animal products and animal by-products;
- (e) any other information prescribed in the regulations.

(3) An owner may be required by the regulations to obtain a unique identification number for an animal, an animal product, an animal by-product, premises, a vehicle, a railway car, an aircraft or a watercraft that transports animals, animal products or animal by-products.

Fees

64 The Minister may charge the fees provided for in the regulations for the issuing of licences and for any other program or service provided for in the regulations.

2007 cA-40.2 s64;2009 c17 s16;2020 c39 s2

Sales of animals

65(1) No person shall sell an animal with a reportable disease or an animal that may have been exposed to a disease-causing agent for a reportable disease or any animal product or animal by-product from an animal with a reportable disease for any reason unless authorized in writing by the chief provincial veterinarian.

(2) Repealed 2013 cS-19.3 s3.

2007 cA-40.2 s65;2013 cS-19.3 s3

Protection from liability

66 No action or other proceeding for damages may be commenced against an inspector or any person assisting an inspector

- (a) for any act done in good faith in the performance or intended performance of any duty or the exercise or intended exercise of any power under this Act or the regulations, or
- (b) for any neglect or default in the performance of the duty or exercise of the power in good faith.

Part 14 Offences and Penalties

Offences

67(1) A person who contravenes or fails to comply with any of the following provisions is guilty of an offence:

section 9;
section 16;
section 21;
section 27;
section 28(3);
section 29(3);
section 31(6);
section 35;
section 37(2);
section 43.1(a), (b), (c), (d);
section 43.3(1), (2);
section 52;
section 57(3);
section 62(2);
section 65.

(2) Repealed 2009 c17 s17.

2007 cA-40.2 s67;2009 c17 s17;2020 c39 s2

Penalties

68(1) A person who is guilty of an offence under section 17(1), 24(1), 32(1), 42 or 67 is liable

- (a) for a first offence, to a fine of not more than \$15 000 and, in the case of a continuing offence, to a further fine of not more than \$1000 for each day or part of a day during which the offence continues after the first day, and
- (b) for a 2nd or subsequent offence,
 - (i) to a fine of not more than \$30 000 and, in the case of a continuing offence, to a further fine of not more than \$2000 for each day or part of a day during which the offence continues after the first day, or
 - (ii) to imprisonment for a term not exceeding one year, or to both fines and imprisonment.

(2) A prosecution under subsection (1) may be commenced within 2 years of the commission of the alleged offence but not afterwards.

Order for compliance

68.1 Where a court convicts a person of an offence under this Act, then, without limiting any other liability that that person may have under this Act or any other law, the court may order that person to comply with the provision of this Act for the contravention of which the person has been convicted.

2009 c17 s18

Part 15 Regulations

Lieutenant Governor in Council regulations

69(1) The Lieutenant Governor in Council may make regulations

- (a) designating a person as an authorized person, or designating a class of persons as a class the members of which are authorized persons, for the purposes of section 1(e)(ii);
- (b) prescribing, for the purposes of section 30, circumstances under which compensation may be paid, reduced or refused, the amount of compensation that may be paid and the manner of determining the amount of compensation that may be paid;
- (c) respecting the inspection of premises or land by inspectors;
- (d) respecting the inspection by inspectors of any activities requiring a licence under this Act;
- (e) prescribing identification that must be carried by inspectors;
- (f) respecting the inspection by inspectors of animals, animal products or animal by-products or contaminated material;
- (g) respecting applications for licences, the issuing of licences, the term of licences and the terms and conditions of licences;
- (h) prescribing licences for the purposes of sections 43.1(d) and 43.4(1)(d) and the purposes for which those licences may be issued;
- (i) repealed 2020 c39 s2;
- (j) respecting persons or classes of persons who are exempt from the requirement to hold a licence;

- (k) prescribing fees that may be charged for licences and other services or programs provided under this Act;
- (l) respecting facility and operational requirements of licence holders;
- (m) requiring holders of suspended or cancelled licences to take any action or measure or do any other thing in respect of the premises to which the licence applied or in respect of anything for which the licence was issued;
- (n) prescribing forms, including forms for licence applications and appeals;
- (o) respecting information that may be collected by the Minister under section 56;
- (p) respecting purposes for which information collected under section 56 may be used by the Minister;
- (q) respecting the purposes for which owners and authorized persons may use information disclosed to them;
- (r) respecting the types of records to be kept, maintained and submitted under this Act by owners, authorized persons and licence holders;
- (s) respecting how records are to be kept, maintained and submitted by owners, authorized persons and licence holders;
- (t) respecting the period of time records must be kept by owners, authorized persons and licence holders;
- (u) respecting the establishment and administration of animal health programs and other programs and services under this Act;
- (v) respecting the implementation of biosecurity measures for general disease control and for specific diseases;
- (w) respecting disease control measures on community pastures;
- (x) respecting the possession of imported animals that have a prescribed reportable disease or carry or may carry a disease-causing agent for a prescribed reportable disease;
- (y) respecting the establishment of a traceability system under section 63 and the information that may be included in a traceability system;

- (z) respecting the audit of any matter related to a traceability system;
- (aa) respecting the identification, for the purposes of a traceability system, of animals, animal products, animal by-products, vehicles, railway cars, aircraft and watercraft that transport animals, animal products and animal by-products;
- (bb) respecting the establishment of premises identification within a traceability system under section 63;
- (cc) respecting the destruction and disposal of animals;
- (dd) respecting the sale of animals to which medicine has been administered or that have been exposed to chemicals, toxic substances or other deleterious substances;
- (ee) respecting livestock markets, including, without limitation, regulations
 - (i) defining “livestock market”,
 - (ii) respecting the design, location and construction of livestock markets,
 - (iii) respecting the equipment in livestock markets,
 - (iv) respecting sanitation standards for livestock markets,
 - (v) respecting the handling of livestock at livestock markets, and
 - (vi) respecting the operation of livestock markets;
- (ff) providing with respect to any provision of the regulations under this Act that its contravention constitutes an offence;
- (gg) respecting penalties and orders that may be made in respect of offences created under clause (ff);
- (hh) respecting the transition of any matter from the *Livestock Diseases Act* to this Act;
 - (ii) dealing with any difficulty or impossibility resulting from the transition from the *Livestock Diseases Act* to this Act;
 - (jj) defining words or expressions to be defined by the regulations and any other word or expression used in this Act that is not defined in this Act;

- (kk) respecting the application of any provision of this Act, with or without modification, to an inspector, owner or authorized person;
- (ll) exempting an animal, animal product or animal by-product or any class of animal, animal product or animal by-product from the application of all or part of this Act.

(1.1) A regulation under subsection (1) may apply to all animals, animal products or animal by-products or to one or more specific classes of animals, animal products or animal by-products.

(2) A regulation under subsection (1) may adopt or incorporate, in whole or in part or with modifications, published documents that set out standards, codes, guidelines or other rules relating to any matter in respect of which a regulation may be made under subsection (1).

(3) If a standard, code, guideline or other rule is adopted or incorporated by regulation under this section, the Minister shall ensure that a copy of the standard, code, guideline or other rule is made available to a person on request.

(4) The Lieutenant Governor in Council may make regulations in respect of matters coming under this Act that the Minister, after consulting with the chief provincial veterinarian, considers to be unforeseen, that are not provided for or that are insufficiently provided for in this Act.

(5) A regulation made under subsection (4) is repealed on the earliest of the following:

- (a) the coming into force of an amendment to this Act that provides for the matter dealt with in the regulation made under subsection (4);
- (b) the coming into force of a regulation that repeals the regulation made under subsection (4);
- (c) the expiration of 3 years from the day that the regulation made under subsection (4) comes into force.

(6) The repeal of a regulation under subsection (5)(b) or (c) does not affect anything done, incurred or acquired under the authority of that regulation before the repeal of that regulation.

(7) Subsections (4) to (6) and this subsection are repealed 5 years after this section comes into force, but the repeal does not affect anything done, incurred or acquired under the authority of a

regulation made under subsection (4) before the repeal of subsections (4) to (6).

2007 cA-40.2 s69;2007 c34 s2;2009 c17 s19;2020 c39 s2

Ministerial regulations

70(1) The Minister may make regulations

- (a) prescribing reportable diseases and notifiable diseases for the purposes of sections 3 and 4;
- (b) prescribing purposes for which action must be taken for reportable diseases;
- (c) prescribing purposes for which notifiable diseases are to be monitored;
- (d) respecting the reporting of reportable diseases and notifiable diseases to the chief provincial veterinarian.

(2) A regulation under subsection (1) may adopt or incorporate, in whole or in part or with modifications, published documents that set out standards, codes, guidelines or other rules relating to any matter in respect of which a regulation may be made under subsection (1).

(3) If a standard, code, guideline or other rule is adopted or incorporated by regulation under this section, the Minister shall ensure that a copy of the standard, code, guideline or other rule is made available to a person on request.

2007 cA-40.2 s70;2009 c17 s20

Self-government regulations

70.1(1) The Minister may make regulations

- (a) respecting the establishment of delegated authorities;
- (b) delegating to one or more delegated authorities any of the powers, duties or functions of the Minister or an inspector under this Act, except the power of the Minister to make regulations;
- (c) imposing conditions on the delegated powers, duties or functions;
- (d) limiting the liability of a delegated authority and its employees, agents, directors or officers in an action for negligence with respect to the delegated power, duty or function when the delegated authority and its employees, agents, directors or officers act in good faith pursuant to the delegation, including, but not limited to, providing that any limitation of liability applicable to an inspector may

- be made applicable to a delegated authority and its employees, agents, directors or officers while they are carrying out the inspector's power, duty or function;
- (e) notwithstanding anything in sections 46 to 51, respecting an appeal from an action or a decision of a delegated authority or its employees, agents, directors or officers;
 - (f) authorizing a delegated authority to collect money by the levy of fees and charges with respect to the delegated power, duty or function on persons or classes of persons specified in the regulations, respecting how the fees and charges are to be imposed, collected and accounted for and authorizing the delegated authority to use the money for any purpose related to the operation of the delegated authority in the carrying out of a delegated power, duty or function;
 - (g) respecting the payment of a fee to a delegated authority for the carrying out of a delegated power, duty or function;
 - (h) authorizing a delegated authority to collect, on behalf of the Crown, any money lawfully due to the Crown under this Act and respecting how the money is to be collected and accounted for and remitted to the Minister;
 - (i) respecting records that a delegated authority is required to maintain;
 - (j) respecting an annual report under section 70.7;
 - (k) respecting the confidentiality of information obtained by a delegated authority and its employees, agents, directors or officers while carrying out a delegated power, duty or function;
 - (l) respecting the terms and conditions on which an operator of an inspection site must lease an office to a delegated authority when the delegated authority requires the operator to do so;
 - (m) respecting the inspection of premises where a delegated authority or its employee, agent, director or officer is carrying out a delegated power, duty or function and authorizing the Minister to make copies of any document or other record related to the delegated power, duty or function;
 - (n) respecting the carrying out of an audit of a delegated authority with respect to its delegated powers, duties and

functions and authorizing the Minister to charge reasonable costs incurred in carrying out the audit.

- (2) Where a delegation is made under subsection (1),
- (a) a reference in this Act to the Minister or an inspector with respect to delegated powers, duties or functions is to be read as if it were a reference to the delegated authority, and
 - (b) a person who is affected by an action taken or decision made by a delegated authority pursuant to the delegation may appeal the action or decision in accordance with the regulations made under subsection (1)(e).
- (3) Notwithstanding the *Financial Administration Act*, any money collected by a delegated authority pursuant to subsection (1)(f) or (g) or section 70.6 belongs to the delegated authority.
- (4) If the regulations establish a maximum amount of a fee that a delegated authority may charge for providing a service, the delegated authority may not charge or collect a fee that is greater than that maximum amount.

2009 c17 s21

Rules

- 70.2(1)** A delegated authority may make rules
- (a) respecting the carrying out of a delegated power, duty or function;
 - (b) delegating to the employees or agents of the delegated authority and, in the case of a corporation, to its employees, agents, directors or officers, the carrying out of a delegated power, duty or function, except the power to make rules under this subsection.
- (2) A rule made under subsection (1) is not in force until it is approved by the Minister.
- (3) The *Regulations Act* does not apply to a rule made under this section.

2009 c17 s21

Not Crown agents

- 70.3** With respect to a delegation, a delegated authority and its employees, agents, directors and officers are not agents of the Crown.

2009 c17 s21

Financial Administration Act

70.4 The *Financial Administration Act* does not apply to a delegated authority with respect to a delegated power, duty or function.

2009 c17 s21

Business Corporations Act, s122(4)

70.5 Section 122(4) of the *Business Corporations Act* does not apply to a corporation that is a delegated authority in respect of the carrying out of a power, duty or function under this Act.

2009 c17 s21

Action for fees or charges

70.6 A fee or charge levied pursuant to a regulation made under section 70.1(1)(f) is recoverable by the delegated authority as a debt due to the delegated authority.

2009 c17 s21

Reports

70.7(1) A delegated authority shall, after the end of its fiscal year, prepare and submit to the Minister an annual report with respect to its powers, duties and functions under this Act.

(2) The annual report must include a general summary of the delegated authority's policies and activities in that year, any rules made under section 70.2 in that year and a financial report that includes an audited financial statement.

(3) On receiving the annual report, the Minister shall lay a copy of it before the Legislative Assembly if it is then sitting, and if it is not then sitting, within 15 days after the commencement of the next sitting.

(4) A delegated authority shall, on the written request of the Minister, provide the Minister with other reports as specified by the Minister in the request.

2009 c17 s21

Forms

70.8 Subject to the regulations, a delegated authority may establish and use forms for the purposes of its carrying out its delegated powers, duties or functions.

2009 c17 s21

Inclusive power

71 The authority to make regulations under this Act respecting a matter includes the authority to make regulations prohibiting the matter.

Part 16
Transitional Provisions,
Consequential Amendments, Repeal
and Coming into Force

Transitional provision

- 72** On the coming into force of sections 43 to 51 of this Act,
- (a) all suspensions, cancellations and variations of terms and conditions of licences commenced under the *Livestock Diseases Act* continue under those sections,
 - (b) all ongoing appeals commenced under the *Livestock Diseases Act* continue and must be determined under those sections, and
 - (c) all rights of appeal commenced under the *Livestock Diseases Act* continue under and are subject to those sections.

73 Repealed 2020 c39 s2.

74 to 76 (*These sections amend other Acts; the amendments have been incorporated into those Acts.*)

Repeal

77 The *Livestock Diseases Act*, RSA 2000 cL-15, is repealed.

Coming into force

78 This Act comes into force on Proclamation.

(NOTE: Proclaimed in force, except sections 43(1)(a) to (d) and (2), 44, 45, 52(2)(n), 65(2), 68 and 72, January 1, 2009. Sections 68 and 72 proclaimed in force June 30, 2014.)

Schedule

Authorized Persons

1 The following are authorized persons for the purposes of section 1(e) of this Act:

- (a) a registered veterinarian;

- (b) a municipality where quarantined premises are located or within a surveillance zone;
- (c) a police officer or peace officer located in the region surrounding quarantined premises or within a surveillance zone;
- (d) the Chief Medical Officer or a medical officer of health under the *Public Health Act*;
- (e) a regional health authority established under the *Regional Health Authorities Act*;
- (f) an agricultural service board under the *Agricultural Service Board Act*;
- (g) the Alberta Agricultural Products Marketing Council under the *Marketing of Agricultural Products Act*;
- (h) a board under the *Marketing of Agricultural Products Act*;
- (i) a commission under the *Marketing of Agricultural Products Act*;
- (j) a dealer under the *Marketing of Agricultural Products Act*;
- (k) a designated agency under the *Marketing of Agricultural Products Act*;
- (l) a processor under the *Marketing of Agricultural Products Act*;
- (m) a producer under the *Marketing of Agricultural Products Act*;
- (n) a licence holder under a plan made pursuant to section 26 of the *Marketing of Agricultural Products Act*;
- (o) a livestock dealer under the *Livestock Identification and Commerce Act*;
- (p) a delegated authority under the *Livestock Identification and Commerce Act*;
- (q) a licence holder under the *Livestock Identification and Commerce Act*;
- (r) a licence holder under the *Stray Animals Act*;
- (s) a delegated authority under the *Stray Animals Act*;

- (t) any person that holds an approval, authorization or registration under the *Agricultural Operation Practices Act*;
- (u) the Alberta Veterinary Medical Association;
- (v) a Government agency or Government department;
- (w) an administrator, distributor or organization that manages an animal identification system referred to in Part XV of the *Health of Animals Regulations* (Canada);
- (x) a purchaser of an animal that bears animal identification as required by the regulations.

2007 cA-40.2 Sched.;2009 c17 s23



DISPOSITION

PROVINCE OF ALBERTA

PUBLIC LANDS ACT

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

DISPOSITION TYPE

Tourism and Commercial Recreation Lease

DISPOSITION NUMBER

TCL1843

PURPOSE

Tourism and Commercial Development (M/NP)

ACTIVITY

Day Use Area / Shelter

DISPOSITION HOLDER

SMOKY LAKE COUNTY

PLAN NUMBER

111620MS

VERSION DATE

2009-04-22

EFFECTIVE DATE

2023-06-21

EXPIRY DATE

2083-06-20

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

A handwritten signature in black ink, appearing to read "Jon Murray".

Jon Murray, Senior Manager, *Public Lands Act*

ADMINISTRATIVE CONDITIONS

Definitions

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

"Activity" means the construction, operation, use and reclamation for which this Disposition has been issued as referred to on the first page of this Disposition.

"Disposition" means this disposition, granted pursuant to the Act, which includes this document in its entirety, including all recitals, appendices and schedules.

"Disposition Holder" means the person, organization or entity referred to as such on the first page of this Disposition.

"Lands" means that portion of Public Lands as identified in the approved Plan which forms part of this Disposition.

"Regulatory Body" means the Department of Forestry Parks, and Tourism.

"Regulation" means all regulations, as amended, under the Act.
means the period of time referred to in section 5 of this Disposition.

"Term" means the period of time referred to in section 5 of this Disposition.

Grant of Disposition

- 2 The Regulatory Body issues this Disposition to the Disposition Holder, in accordance with section 15 of the Act subject to the terms and conditions contained in this Disposition.
- 3 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.
- 4 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

- 5 The term of this Disposition is the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with the Act and Regulations.

Disposition Fees and other financial obligations

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

- 8 The Disposition Holder must pay all costs to the appropriate service provider or to the Regulatory Body charges with respect to the supply and consumption of any services and the disposal of garbage.

Compliance

- 9 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

- 10 The Disposition Holder accepts the Lands on an "as is" basis.

Improvements to the Lands

- 11 The Lands and buildings, structures and equipment erected thereon must only be used by the Disposition Holder for the activity by this Disposition.

Impact on Other Disposition Holders

- 12 The Disposition Holder is responsible for damage to improvements or to the lands on which prior rights have been issued, including damage to traps, snares or other improvements.
- 13 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 the activity.

Province's Use of the Lands

- 14 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 or removal and reclamation of the Province's facilities.

15 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 retains 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

16 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

17 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;

18 When a Disposition has been terminated, the Regulatory Body may cancel any associated dispositions.

19 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 is necessary to construct works including but not limited to banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

Indemnification and Limitation of Liability

20 The Disposition Holder indemnifies and holds harmless 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.
- 21 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

- 22 The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities insure its Activities conducted on the Lands as follows:
- a) General 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.
 - b) 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 Activities authorized under this Disposition in an amount not less than \$2,000,000;
 - c) Forest fire fighting expense endorsement coverage in an amount not less than \$250,000;
 - d) Such additional insurance in an amount and of a type as directed in writing by the Regulatory Body.
- 23 The Disposition Holder must on request of the Regulatory Body, provide the Regulatory Body with of a detailed certificate of insurance, and a copy of each required insurance policy.
- 24 The Disposition Holder must have each insurance policy required under the Disposition endorsed to provide the Regulatory Body with at least 30 days

advance written notice of cancellation or material change.

Notices

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

General

- 26 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.
- 27 The Disposition Holder shall comply with the application, including but not limited to, the commitments made in the application.
- 28 The Regulatory Body may, upon its own initiative, cancel, suspend or amend the disposition at any time, to the extent authorized to do so by the applicable legislation.
- 29 Applicable Incidental Activities as identified in the related disposition application and that meet the applicable incidental activity criteria are subject to the terms and conditions of the related Disposition. Areas identified as applicable incidental are available for use for a term of five years from approval date of the related Disposition.

Land Management

Approval	Condition
1030-AS	Where an Integrated Resource Plan or a Reservation/Protective Notation identifies a greater set back, the greater set back will prevail.
1031-AS	Where a Higher Level Plan* exists, the Disposition Holder must follow any direction provided within that plan.
1033-AS	With the exception of pipelines, 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, the Disposition Holder must construct all activities within lands previously disturbed or cleared. Where no previous disturbance exists, activities must occur within 100 metres of the PNT.
1041	The Disposition Holder must maintain proper drainage of surface water.
1044-AS	The Disposition Holder must not locate activities within 45 metres from the top of any coulees* with the exception of activities such as; access, pipelines and linear easements crossing those features.
1049	The Disposition Holder must remove all garbage and waste material from this site.
1050	The Disposition Holder must ensure any wildlife attractant* remaining on site overnight is placed in secure bear resistant containers and ensure that these containers are emptied on a regular basis to avoid excess garbage being present on the land or when the Disposition Holder will be off the land for more than two days.
1051	The Disposition Holder must ensure public accessibility to the Disposition and the associated facilities.
1053	The Disposition Holder must not enter the boundaries of any research or sample plot unless consent is received from the reservation holder.
1061	Where FireSmart activities are considered, the Disposition Holder must follow Information Letter- "Authorization of FireSmart Activities on Public Land" as amended from time to time.

Vegetation

Approval	Condition
1300	The disposition holder must manage all regulated weeds to the satisfaction of the regulatory body.
1302	"The Disposition Holder must remove all deciduous or coniferous merchantable timber from the Activity as per the following utilization standards; <ul style="list-style-type: none"> - Deciduous Timber: 15 cm Base/10 cm Top - Coniferous Timber: 15 cm Base/11cm Top and haul said timber to the location of end use."
1304	For fire control purposes on forested lands, the Disposition Holder must dispose of excess coarse woody debris* not utilized for rollback* or stockpiled for reclamation*.
1305	Within FireSmart Community Zones*, the Disposition Holder must dispose of coarse woody debris* by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.

Soil

Approval	Condition
1356	The Disposition Holder must not conduct the Activity during adverse ground conditions*.
1357	The Disposition Holder must prevent erosion* and sedimentation on to adjacent* Lands or Water bodies * that results from the activity.
1359-AS	The Disposition Holder must not remove from the Lands topsoil* or subsoil* unless approved in writing by the Regulatory Body.
1360	"Where activities have occurred on the Lands that do not involve minimal disturbance* construction, the Disposition Holder must salvage topsoil* for land reclamation as follows: a. Salvage all topsoil* from: i. Mineral soils ii. Shallow organic soils* iii. Reclaimed soils b. Where the depth of the topsoil* is less than 15 cm, the topsoil* and part of the subsoil* to a total depth of 15 centimetres must be salvaged, unless the upper subsoil* is considered chemically unsuitable*."
1363	All reclamation material* must be considered suitable as defined in the May 2001 Salt Contamination Assessment Guidelines and meet the February 2016 Alberta Tier 1 Soil and Groundwater Remediation Guidelines, as amended or replaced from time to time.
1365	"The Disposition Holder must store reclamation material* in accordance with all of the following: a. reclamation material* must not be placed beneath the ground surface or buried in any way; b. coarse woody debris* stored for reclamation purposes for greater than 12 months must be mixed with topsoil*; and c. topsoil* and subsoil* must be stored separately."
1367	The Disposition Holder must not mix wood chips with any reclamation material*.
1368	The Disposition Holder must not apply wood chips to the lands at a depth greater than five (5) centimeters.
1369	The Disposition Holder must manage wood chips in accordance with the directive ID 2009-01 Management of Wood Chips on Public Land as amended from time to time.
1370	The Disposition Holder must not store piles or windrows of reclamation material* within standing timber.
1371	The Disposition Holder must not use soil sterilant on the Lands.

Watercourse - Waterbody

Approval	Condition
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1402-AS	<p>The Disposition Holder must not conduct the Activity within the following watercourse* setbacks from the top of the breaks:</p> <p>a. Intermittent watercourses* including springs must have a setback of at least 45 metres.</p> <p>b. Small Permanent watercourses* must have a setback of at least 45 metres.</p> <p>c. Large Permanent watercourses* must have a setback of at least 100 metres.</p>
1412	The Disposition Holder must acquire an authorization for access (off-disposition) for water withdrawal activities.
1419	For use of equipment within the bed of a water body*, the Disposition Holder must prior to operations follow the “Decontamination Protocol for Work in or Near Water”, as amended from time to time.
1420	The Disposition Holder must provide a completed Record of Decontamination form as proof of decontamination to the Regulatory Body upon request.

Reclamation

Approval	Condition
1451	<p>For progressive reclamation* on forested lands*, the Disposition Holder must replace all reclamation materials* that have been salvaged in accordance with all of the following:</p> <p>a. all salvaged subsoil* must be replaced, then all salvaged topsoil*; and</p> <p>b. reclamation materials* must be replaced over the entire progressive reclamation area*;</p> <p>unless otherwise approved in writing by the Regulatory Body.</p>
1453	The Disposition Holder must complete temporary reclamation* on the Lands within 1 growing season of construction phase* for all topsoil* and subsoil* stockpiles required for final reclamation*.
1454	<p>The Disposition Holder must prior to seeding herbaceous seed in forested* or peatlands* submit a Request for Seeding in writing to the Regulatory Body that contains all of the following:</p> <p>a. rationale for conducting seeding of herbaceous species*;</p> <p>b. a description of the proposed site for seeding including information with respect to the following:</p> <p>i. whether the Lands are subject to high erosion* and;</p> <p>ii. whether the Lands are prone to invasion from agronomic or weed species.</p> <p>c. a proposed seed mix composition for re-vegetation of the Lands in accordance with the Native Plant Revegetation Guidelines for Alberta, 2001 as amended or replaced from time to time or a rationale for alternate species;</p> <p>d. provide a seed certificate in accordance with the Seed Act for the seed mixed</p>

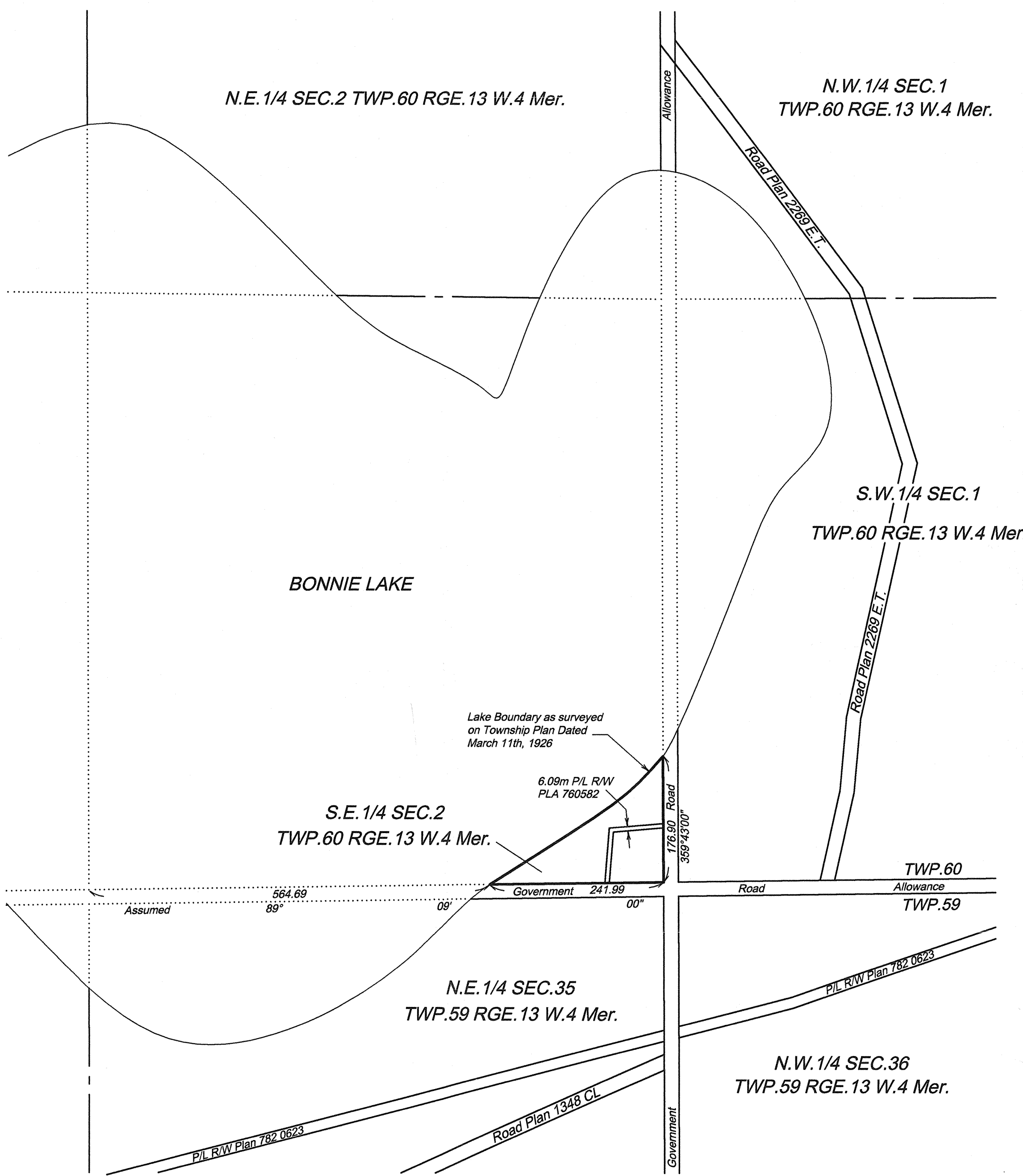
	<p>mix to be used for re-vegetation* and;</p> <p>any other information requested by the Regulatory Body.</p>
1455	The Disposition Holder must only conduct seeding in accordance with the written authorization of the Regulatory Body.
1456	<p>The Disposition Holder must when seeding cultivated lands*;</p> <p>a. use agronomic or forage seed that meets or exceeds Certified #1 as outlined in the Seeds Act and Seeds Regulations;</p> <p>b. use seed mixes that are free of species listed in the Weed Control Act and;</p> <p>c. provide a seed certificate to the Regulatory Body within 30 days of request.</p>
1457	Within the Green Area* of the Province, the Disposition Holder must re-vegetate the Lands with trees or shrubs that meet the requirements of the December 2016 Alberta Forest Genetic Resource Management and Conservation Standards document, as amended or replaced from time to time.
1459	The Disposition Holder must not have slash and rollback* accumulations within five (5) metres of the perimeter of the disposition boundary, greater than the percent ground cover on the surrounding undisturbed forest floor.
1461	The Disposition Holder must complete progressive reclamation* on forested lands* for all associated and incidental disturbances to the Disposition.
1462	<p>The following activities are excluded from progressive reclamation* requirement on forested lands*:</p> <p>a) Lands that have received authorization for clay pad construction; and</p> <p>b) Lands with a 4:1 or steeper slopes where a cut and fill has been constructed to level the ground surface.</p>
1463	<p>For final reclamation*, the Disposition Holder must complete all of the following:</p> <p>a. contour the disturbed land to the pre-disturbance landform or to the landform approved by the Regulatory body;</p> <p>b. replace all stockpiled subsoil*, then replace all stockpiled topsoil*;</p> <p>c. spread all coarse woody debris* on forested lands* and;</p> <p>d. reclamation materials* must be replaced over the entire area from which they were removed unless otherwise approved in writing by the Regulatory Body.</p>
1464	The Disposition Holder must reclaim the Lands to the pre-disturbance land use type* unless otherwise authorized in writing by the Regulatory Body.

Wildlife

Approval	Condition
1600	The Disposition Holder must conduct a complete and immediate Wildlife Sweep* of the Lands subject to the disposition prior to any activity, as per the "Wildlife Sweep Protocol".
1601	The Disposition Holder must submit observations from a Wildlife Sweep* to the Fisheries and Wildlife Management Information System (FWMIS) and notify the

	issuing Regulatory Body in writing upon request that the Wildlife Sweep* was completed.
1602-AS	The Disposition Holder must incorporate a buffer* zone of a minimum width of 100m undisturbed vegetation, where an established buffer* does not already exist for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the Wildlife Sweep*.
1603	When Wildlife Surveys* are required, the Disposition Holder must submit results as defined by the sensitive species inventory guidelines from Wildlife Survey* to the Fisheries and Wildlife Management Information System (FWMIS).
1608	The Disposition Holder must incorporate buffers*, setbacks and activity timing restrictions for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the wildlife survey*.

TABLE OF CROSSINGS/INTERESTS			
No.	OWNERS	DESCRIPTION & LOCATION	DISP. NO.
1.	St Paul Office - Fish and Wildlife	Protective Notation (N. / lake, S.E. 1/4 Sec.2-60-13-4)	PNT 000077
2.	Lac La Biche Office - Rangeland		
	District - Lands Division	Protective Notation (N. / lake, S.E. 1/4 Sec.2-60-13-4)	PNT 712260
3.	Lac La Biche Office - Rangeland		
	District - Lands Division	Protective Notation (S.E. / lake, S.E. 1/4 Sec.2-60-13-4)	PNT 712261
4.	Smoky Lake County	Pipeline Agreement (S.E. 1/4 Sec.2-60-13-4)	PLA 760582
5.	Smoky Lake County	Recreation Lease (L.S.D. 1 Sec.2-60-13-4)	REC 1843



Centre of Campground Area	
NAD 83	6,000,682 North } UTM
	445,860 East }
	54.151389° (54°09'05.0") N.Lat.
	111.828972° (111°49'44.3") W.Long.

AREAS:

Campground Area	=	1.88 ha	4.64 Ac.
Total	=	1.88 ha	4.64 Ac.

Sketch Plan Showing Campground
within
S.E. 1/4 Sec.2 Twp.60 Rge.13 W.4 M.
(REC 1843)



Certified correct this 23rd day
of March, 2009

[Signature]
Alberta Land Surveyor

LEGEND:
Distances are in metres.
Survey evidence placed shown thus:
Iron Spike: Δ Wooden Hub: \square Computed Position: \diamond
Survey evidence found shown thus:
Iron Post: \bullet Iron Spike: \blacktriangle Wooden Hub: \blacksquare
Portions referred to bounded thus: \square

SCALE: 1:5000

OPERATOR:
SMOKY LAKE COUNTY

Focus Surveys Limited Partnership
Suite 300
9925-109 Street, Edmonton
Phone: (780)466-6555
Fax: (780)421-1397

Job # 020100384-123	Dwg. # 020100384-123-SP-1
	DWC/DAW



DISPOSITION

PROVINCE OF ALBERTA

PUBLIC LANDS ACT

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

DISPOSITION TYPE

Tourism and Commercial Recreation Lease

DISPOSITION NUMBER

TCL711

PURPOSE

Tourism and Commercial Development (M/NP)

ACTIVITY

Recreational Campground

DISPOSITION HOLDER

SMOKY LAKE COUNTY

PLAN NUMBER

4918GEN

VERSION DATE

1991-09-13

EFFECTIVE DATE

2023-06-21

EXPIRY DATE

2083-06-20

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

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Jon Murray, Senior Manager, *Public Lands Act*

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 - 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;
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- 22 The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities insure its Activities conducted on the Lands as follows:
- a) General 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.
 - b) 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 Activities authorized under this Disposition in an amount not less than \$2,000,000;
 - c) Forest fire fighting expense endorsement coverage in an amount not less than \$250,000;
 - d) Such additional insurance in an amount and of a type as directed in writing by the Regulatory Body.
- 23 The Disposition Holder must on request of the Regulatory Body, provide the Regulatory Body with of a detailed certificate of insurance, and a copy of each required insurance policy.
- 24 The Disposition Holder must have each insurance policy required under the Disposition endorsed to provide the Regulatory Body with at least 30 days

advance written notice of cancellation or material change.

Notices

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

General

- 26 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.
- 27 The Disposition Holder shall comply with the application, including but not limited to, the commitments made in the application.
- 28 The Regulatory Body may, upon its own initiative, cancel, suspend or amend the disposition at any time, to the extent authorized to do so by the applicable legislation.
- 29 Applicable Incidental Activities as identified in the related disposition application and that meet the applicable incidental activity criteria are subject to the terms and conditions of the related Disposition. Areas identified as applicable incidental are available for use for a term of five years from approval date of the related Disposition.

Land Management

Approval	Condition
1030-AS	Where an Integrated Resource Plan or a Reservation/Protective Notation identifies a greater set back, the greater set back will prevail.
1031-AS	Where a Higher Level Plan* exists, the Disposition Holder must follow any direction provided within that plan.
1033-AS	With the exception of pipelines, 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, the Disposition Holder must construct all activities within lands previously disturbed or cleared. Where no previous disturbance exists, activities must occur within 100 metres of the PNT.
1041	The Disposition Holder must maintain proper drainage of surface water.
1044-AS	The Disposition Holder must not locate activities within 45 metres from the top of any coulees* with the exception of activities such as; access, pipelines and linear easements crossing those features.
1049	The Disposition Holder must remove all garbage and waste material from this site.
1050	The Disposition Holder must ensure any wildlife attractant* remaining on site overnight is placed in secure bear resistant containers and ensure that these containers are emptied on a regular basis to avoid excess garbage being present on the land or when the Disposition Holder will be off the land for more than two days.
1051	The Disposition Holder must ensure public accessibility to the Disposition and the associated facilities.
1053	The Disposition Holder must not enter the boundaries of any research or sample plot unless consent is received from the reservation holder.
1061	Where FireSmart activities are considered, the Disposition Holder must follow Information Letter- "Authorization of FireSmart Activities on Public Land" as amended from time to time.

Vegetation

Approval	Condition
1300	The disposition holder must manage all regulated weeds to the satisfaction of the regulatory body.
1302	"The Disposition Holder must remove all deciduous or coniferous merchantable timber from the Activity as per the following utilization standards; <ul style="list-style-type: none"> - Deciduous Timber: 15 cm Base/10 cm Top - Coniferous Timber: 15 cm Base/11cm Top and haul said timber to the location of end use."
1304	For fire control purposes on forested lands, the Disposition Holder must dispose of excess coarse woody debris* not utilized for rollback* or stockpiled for reclamation*.
1305	Within FireSmart Community Zones*, the Disposition Holder must dispose of coarse woody debris* by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.

Soil

Approval	Condition
1356	The Disposition Holder must not conduct the Activity during adverse ground conditions*.
1357	The Disposition Holder must prevent erosion* and sedimentation on to adjacent* Lands or Water bodies * that results from the activity.
1359-AS	The Disposition Holder must not remove from the Lands topsoil* or subsoil* unless approved in writing by the Regulatory Body.
1360	"Where activities have occurred on the Lands that do not involve minimal disturbance* construction, the Disposition Holder must salvage topsoil* for land reclamation as follows: a. Salvage all topsoil* from: i. Mineral soils ii. Shallow organic soils* iii. Reclaimed soils b. Where the depth of the topsoil* is less than 15 cm, the topsoil* and part of the subsoil* to a total depth of 15 centimetres must be salvaged, unless the upper subsoil* is considered chemically unsuitable*."
1363	All reclamation material* must be considered suitable as defined in the May 2001 Salt Contamination Assessment Guidelines and meet the February 2016 Alberta Tier 1 Soil and Groundwater Remediation Guidelines, as amended or replaced from time to time.
1365	"The Disposition Holder must store reclamation material* in accordance with all of the following: a. reclamation material* must not be placed beneath the ground surface or buried in any way; b. coarse woody debris* stored for reclamation purposes for greater than 12 months must be mixed with topsoil*; and c. topsoil* and subsoil* must be stored separately."
1367	The Disposition Holder must not mix wood chips with any reclamation material*.
1368	The Disposition Holder must not apply wood chips to the lands at a depth greater than five (5) centimeters.
1369	The Disposition Holder must manage wood chips in accordance with the directive ID 2009-01 Management of Wood Chips on Public Land as amended from time to time.
1370	The Disposition Holder must not store piles or windrows of reclamation material* within standing timber.
1371	The Disposition Holder must not use soil sterilant on the Lands.

Watercourse - Waterbody

Approval	Condition
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1402-AS	<p>The Disposition Holder must not conduct the Activity within the following watercourse* setbacks from the top of the breaks:</p> <p>a. Intermittent watercourses* including springs must have a setback of at least 45 metres.</p> <p>b. Small Permanent watercourses* must have a setback of at least 45 metres.</p> <p>c. Large Permanent watercourses* must have a setback of at least 100 metres.</p>
1412	The Disposition Holder must acquire an authorization for access (off-disposition) for water withdrawal activities.
1419	For use of equipment within the bed of a water body*, the Disposition Holder must prior to operations follow the “Decontamination Protocol for Work in or Near Water”, as amended from time to time.
1420	The Disposition Holder must provide a completed Record of Decontamination form as proof of decontamination to the Regulatory Body upon request.

Reclamation

Approval	Condition
1451	<p>For progressive reclamation* on forested lands*, the Disposition Holder must replace all reclamation materials* that have been salvaged in accordance with all of the following:</p> <p>a. all salvaged subsoil* must be replaced, then all salvaged topsoil*; and</p> <p>b. reclamation materials* must be replaced over the entire progressive reclamation area*;</p> <p>unless otherwise approved in writing by the Regulatory Body.</p>
1453	The Disposition Holder must complete temporary reclamation* on the Lands within 1 growing season of construction phase* for all topsoil* and subsoil* stockpiles required for final reclamation*.
1454	<p>The Disposition Holder must prior to seeding herbaceous seed in forested* or peatlands* submit a Request for Seeding in writing to the Regulatory Body that contains all of the following:</p> <p>a. rationale for conducting seeding of herbaceous species*;</p> <p>b. a description of the proposed site for seeding including information with respect to the following:</p> <p>i. whether the Lands are subject to high erosion* and;</p> <p>ii. whether the Lands are prone to invasion from agronomic or weed species.</p> <p>c. a proposed seed mix composition for re-vegetation of the Lands in accordance with the Native Plant Revegetation Guidelines for Alberta, 2001 as amended or replaced from time to time or a rationale for alternate species;</p> <p>d. provide a seed certificate in accordance with the Seed Act for the seed mixed</p>

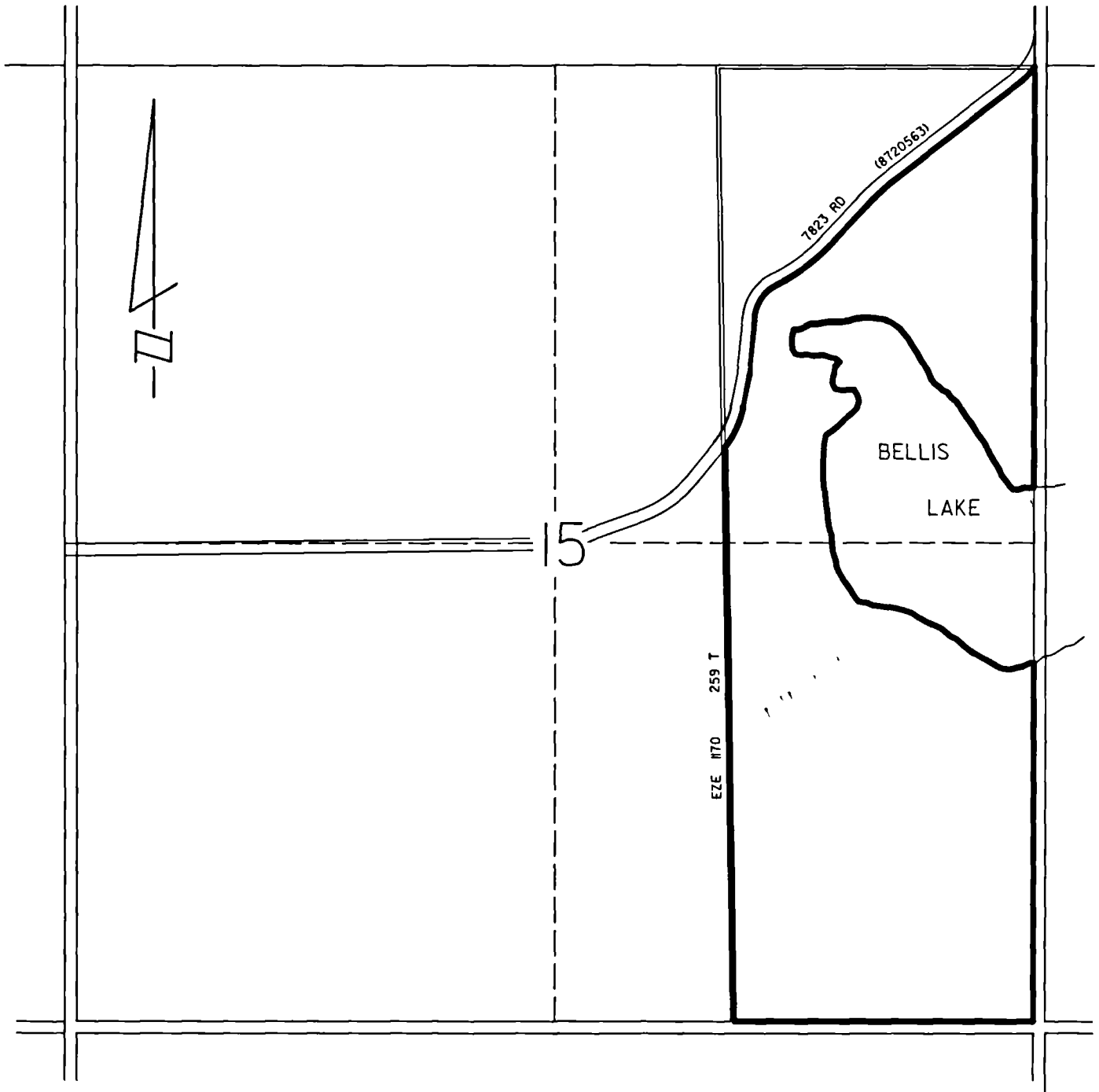
	<p>mix to be used for re-vegetation* and;</p> <p>any other information requested by the Regulatory Body.</p>
1455	The Disposition Holder must only conduct seeding in accordance with the written authorization of the Regulatory Body.
1456	<p>The Disposition Holder must when seeding cultivated lands*;</p> <p>a. use agronomic or forage seed that meets or exceeds Certified #1 as outlined in the Seeds Act and Seeds Regulations;</p> <p>b. use seed mixes that are free of species listed in the Weed Control Act and;</p> <p>c. provide a seed certificate to the Regulatory Body within 30 days of request.</p>
1457	Within the Green Area* of the Province, the Disposition Holder must re-vegetate the Lands with trees or shrubs that meet the requirements of the December 2016 Alberta Forest Genetic Resource Management and Conservation Standards document, as amended or replaced from time to time.
1459	The Disposition Holder must not have slash and rollback* accumulations within five (5) metres of the perimeter of the disposition boundary, greater than the percent ground cover on the surrounding undisturbed forest floor.
1461	The Disposition Holder must complete progressive reclamation* on forested lands* for all associated and incidental disturbances to the Disposition.
1462	<p>The following activities are excluded from progressive reclamation* requirement on forested lands*:</p> <p>a) Lands that have received authorization for clay pad construction; and</p> <p>b) Lands with a 4:1 or steeper slopes where a cut and fill has been constructed to level the ground surface.</p>
1463	<p>For final reclamation*, the Disposition Holder must complete all of the following:</p> <p>a. contour the disturbed land to the pre-disturbance landform or to the landform approved by the Regulatory body;</p> <p>b. replace all stockpiled subsoil*, then replace all stockpiled topsoil*;</p> <p>c. spread all coarse woody debris* on forested lands* and;</p> <p>d. reclamation materials* must be replaced over the entire area from which they were removed unless otherwise approved in writing by the Regulatory Body.</p>
1464	The Disposition Holder must reclaim the Lands to the pre-disturbance land use type* unless otherwise authorized in writing by the Regulatory Body.

Wildlife

Approval	Condition
1600	The Disposition Holder must conduct a complete and immediate Wildlife Sweep* of the Lands subject to the disposition prior to any activity, as per the "Wildlife Sweep Protocol".
1601	The Disposition Holder must submit observations from a Wildlife Sweep* to the Fisheries and Wildlife Management Information System (FWMIS) and notify the


	issuing Regulatory Body in writing upon request that the Wildlife Sweep* was completed.
1602-AS	The Disposition Holder must incorporate a buffer* zone of a minimum width of 100m undisturbed vegetation, where an established buffer* does not already exist for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the Wildlife Sweep*.
1603	When Wildlife Surveys* are required, the Disposition Holder must submit results as defined by the sensitive species inventory guidelines from Wildlife Survey* to the Fisheries and Wildlife Management Information System (FWMIS).
1608	The Disposition Holder must incorporate buffers*, setbacks and activity timing restrictions for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the wildlife survey*.

TOWNSHIP 59 , RANGE 15, WEST 4 MERIDIAN



AREA = 56.358 HA (139.26 ACS.)

PLAN NO. 4918 GEN

	DEPARTMENT OF FORESTRY LANDS AND WILDLIFE PUBLIC LANDS DIVISION TECHNICAL SERVICES SECTION	Drawn by R. EDMONDS
REC-28	REC 000711	Date 1991-09-13
DISTANCES ARE IN METRES AND DECIMALS THEREOF		Scale 1 : 10000
Remarks	PORTIONS REFERRED TO BOUNDED THUS ... 	

BANK PLOTTED FROM AIR PHOTOS DATED 82-10-05



**PROCLAMATION
ALBERTA DEVELOPMENT OFFICERS WEEK
SEPTEMBER 19th TO SEPTEMBER 22nd, 2023**

WHEREAS, A Development Officer is a current planning and development specialist with knowledge in current legislation, policy and bylaws, systems and technical requirements for physical development within communities in the Province of Alberta. A Development Officer enforces and administers land use regulations and policies on behalf of a municipality and is designated to the position of Development Authority by the municipality as defined by the Municipal Government Act, RSA 2000, Chapter M-26.

WHEREAS the Alberta Development Officers Association, representing professional Development Officers in Alberta, endorses Alberta Development Officers Week to recognize sound development and planning practices and the contribution made by Development Officers to the quality of development within our communities and environment; and,

WHEREAS Alberta Development Officers Week helps us to publicly recognize the work of our municipal colleagues in planning and development for the improvement of the _____ Municipality _____; and,

WHEREAS we recognize Development Officers and their commitment to public service; and,

NOW, THEREFORE, I, _____, do hereby proclaim the week of September 19th to September 22nd, 2023, to be designated as Alberta Development Officers Week in the _____ Municipality _____.

Proclaimed this _____ day of _____, 2023

SEAL

Mayor

Thursday, June 15, 2023

*Therese Taschuk
Activities coordinator
Bar V Nook Lodge
Smoky Lake, Alberta*

Dear Smoky Lake County Council:

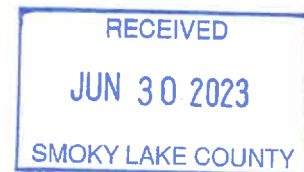
I would like to invite Smoky Lake County Council to the 60th Anniversary of the Bar V Nook Lodge. This out door celebration will take place 10:00 am, on Tuesday August 8th at the lodge, 4524 – 52 Avenue. We are also celebrating 5 years of Designated Supportive Living at the Lodge. This facility is such an important asset to the community and a celebration would not be complete without your participation.

The Smoky Lake Foundation is a wonderful management body, this successful partnership through our community works really well, and it would be nice for residents and family to get to meet you.

Thank you for your consideration to this matter. Could you please respond by July 17, 2023.

Sincerely

Therese Taschuk



Riparian Policy Workshop #2 (East location)

Join us for a Riparian Policy Workshop on August 17th, 2023 to learn and provide input on a Riparian "Best Policy Practice" Guide

By **North Saskatchewan Watershed Alliance**

Follow



When and where



Date and time

Thu, Aug 17, 2023 9:30 AM - 3:30 PM MDT



Location

Vegreville Senior Sunshine Club 4630 49 St Vegreville, AB T9C 1Z2

[Show map](#) ▾

About this event

6 hours

Mobile eTicket

The NSWA is working with Municipal Planning Services to develop a Riparian Policy "Best Management Guide" that will include regulatory tools for conserving riparian areas across the North Saskatchewan Watershed.

At this stakeholder workshop, we are inviting participants to:

- Review the findings of the Discussion Guide – Summary of Land Use Regulations Analysis in the North Saskatchewan Watershed;
- Share stories on successes and challenges related to land use policy or regulation for riparian health; and
- Provide recommendations and direction on riparian policies; feedback will be used to inform the development of a Best Management Practice (BMP) Guide on riparian policy at the local government level.

Stakeholders can attend either of two events at your convenience:

- Workshop #1: July 27, 2023, 9:30 am-3:30 pm - Located in Parkland County, AB
- **Workshop #2 August 17, 2023, 9:30 am-3:30 pm - Located in Vegreville, AB**

*Free lunch provided at both events

More about this session:

This in-person session is intended for elected representatives and appropriate technical staff. Municipal and Indigenous governments are especially encouraged to attend. As a participant, you will have the opportunity to share your thoughts on the Discussion Guide and provide recommendations on the upcoming guide on best policies that ensure riparian health protection. Join us at one of these two workshops to have your perspective heard and captured by the project team.

About the Riparian Health Action Plan :

Riparian areas are the ribbons of green that are associated with shorelines of water bodies (e.g. lakes, rivers, wetlands); these areas provide many ecosystem services to both human and natural communities. They are ecologically significant areas and require protection at all levels of government. In a recent study commissioned by the NSWA, it was discovered that only 46% of riparian areas were highly intact. Policy tools and incentive programs are both required to improve riparian health for future generations. In this workshop series, we will discuss riparian management at the local level.

Visit the NSWA website for more information on the Plan: <https://www.nswa.ab.ca/riparian-health-action-plan/>

You will hear from the project team:

- An overview of the Riparian Health Action Plan
- An overview of the findings from the Discussion Guide
- An introduction to the goals of the BMP Guide



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR111593

July 7, 2023

Reeve Lorne Halisky
Smoky Lake County
PO Box 310
Smoky Lake AB T0A 3C0

Dear Reeve Halisky:

Further to my predecessor's letter of March 2, 2023, a strong partnership between the province and local governments remains a key priority for the Government of Alberta. To that end, I am pleased to confirm the allocation amounts to your community for the Municipal Sustainability Initiative (MSI) Capital and Operating programs, and the Canada Community-Building Fund (CCBF) program.

For Smoky Lake County:

- The **2023 MSI Capital allocation is \$640,324.**
- The **2023 MSI Operating allocation is \$215,604**, double the 2022 allocation amount.
- The **2023 CCBF allocation is \$154,063.**

MSI and CCBF funding amounts for all municipalities and Metis Settlements are posted on the Government of Alberta website at open.alberta.ca/publications.

I look forward to working together with you to support your local infrastructure and operating needs, and building strong, vibrant communities across Alberta.

Sincerely,

Ric McIver
Minister

cc: Lydia Cielin, Interim Chief Administrative Officer, Smoky Lake County

19-130



Special Areas Board

ALBERTA MUNICIPAL AFFAIRS

212 - 2nd Avenue West, Box 820, Hanna, Alberta, Canada T0J 1P0 Phone: 403-854-5600 Fax: 403-854-5527

July 5, 2023

The Honourable RJ Sigurdson
 Minister of Agriculture and Irrigation
 Office of the Minister
 Agriculture and Irrigation
 229 Legislature Building
 10800 - 97 Avenue
 Edmonton, AB T5K 2B6

Dear Minister Sigurdson,

Re: Additional Supports Required for Agricultural Producers – Special Area No. 2, 3, & 4

The Special Areas is no stranger to dry and challenging conditions; however, the conditions being seen throughout the region this year are uncharacteristically severe. Long term moisture deficiencies, along with extreme heat early in the growing season, have resulted in widespread annual and perennial crop failures, stock water shortages, and degrading pastures. In 2021, similar conditions created significant feed and water shortages, which was exacerbated by the delay in AFSC in allowing producers to repurpose standing crops for cattle feedstocks without undue penalty.

The Special Areas Board is requesting your support in working with AFSC to make sure producers can put insured crops, including hay, to alternate use on a timely basis. In 2021, the governments of Canada and Alberta adjusted crop insurance programs by lowering the threshold for Low Yield Allowance. The request this year is to increase the Low Yield Allowance from three bushels up to seven if the crop is going to be used as grazing or cattle feed for livestock. It would also be beneficial to have the producers' yields, in a year that has been declared an agriculture disaster, not added to that producers' long-term average. A similar adjustment would be welcomed by producers throughout the Special Areas region this year.

We will continue to monitor conditions and work closely with local Agricultural Service Boards and neighbouring municipalities to identify producer supports required in the region.

Best regards,

Jordon Christianson,
 Chair, Special Areas Board

- c. Ric McIver, Minister of Municipal Affairs
 Nate Horner, MLA; Drumheller-Stettler
 Damien Kurek, Member of Parliament for Battle River – Crowfoot
 RMA
 Local municipalities



County of Stettler No. 6

Box 1270
6602 – 44 Avenue
Stettler, Alberta T0C 2L0
T:403.742.4441 F: 403.742.1277
www.stettlercounty.ca

July 20, 2023

Honourable RJ Sigurdson
Minister of Agriculture and Irrigation
229 Legislature Building
10800-97 Avenue
Edmonton, AB T5K 2B6

Dear Minister Sigurdson,

RE: Letter of Support - Special Areas Board request for additional supports

We are writing to support Special Area's July 5, 2023 letter requesting your Ministry's support in working with AFSC to ensure agricultural producers can put insured crops, including hay, to alternate use on a timely basis.

We echo the Special Areas Board's request to increase Low Yield Allowance from three bushels up to seven bushels if the crop is going to be used as grazing or feed for livestock.

We second the request to have producers' yields, in a year declared an agricultural disaster, not added to that producers' long-term average.

We thank you for your consideration of our producers dealing with impossible conditions this year.

Sincerely,

Larry Clarke
REEVE

ENCL (1)

CC

Honourable Nate Horner, MLA for Drumheller-Stettler

President of Treasury Board and Minister of Finance

Honourable Ric McIver, Minister of Municipal Affairs

Honourable Damien Kurek, Member of Parliament for Battle River-Crowfoot

Mr. Darryl Kay, Chief Executive Officer, AFSC

Ms. Kelly Smith-Fraser, Board Chair, Agriculture Financial Services Corporation

Mr. Paul McLauchlin, President, Rural Municipalities of Alberta

RMA Member Municipalities

Mr. Jordan Christianson, Chair, Special Areas Board

N.E. Muni-Corr Ltd. Annual Golf Tournament

Monday, August 14, 2023

St. Paul Golf Course

4601 – 57 Street



Play 9 holes of golf followed by lunch at the Clubhouse

10:00am: Registration

10:30am: Shotgun Start

12:30: Lunch

Fee: \$78.75 per person includes green fees, cart rental and lunch

Fee: \$31.25 per person for lunch only

Please R.S.V.P. by August 10, 2023 to
(780) 645-2913 or info@ironhorsetrail.ca with the following information:

- Golfers names
- Lunch choice:

Fish & Chips

or

Chicken Cordon Bleu

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10.9



If you are involved in economic development in Alberta and would like to have meaningful one-on-one conversations with senior provincial and federal government officials, then you need to attend the:

2023 Annual EDA Ministry Dinner

Wednesday October 18, 2023

Coast Edmonton Plaza Hotel by APA

10155 105 Street NW, Edmonton, AB

Reception begins at 5:00 PM followed by dinner at 6:00 PM

The dynamic format of the dinner involves rotating table visitations to maximize networking during the meal. You'll have the opportunity to ask questions, share ideas, and explore potential partnerships with specific federal and provincial government Ministers and senior leadership staff.

More than 75 percent of the tickets have been sold, so be sure to register now to avoid disappointment.

2023 Annual EDA Ministry Dinner

If you are an EDA Member, please log in to our website with your user email and password to ensure you receive the discounted member pricing on registration.



Many thanks to the County of Grande Prairie, the Gold Partner for the 2023 Annual EDA Ministry Dinner.

We are grateful for your support.



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Join us November 6-7 for the 2023 Alberta Rural Connectivity Forum

The Alberta Rural Connectivity Coalition is pleased to announce the third annual [Alberta Rural Connectivity Forum](#) will take place in Banff, Alberta, this November 6-7.

The Alberta Rural Connectivity Forum is a gathering of community leaders, technology providers, as well as broadband and digital inclusion advocates. The goal of this two-day event is to discuss policy, regulatory, and technical barriers that exist to broadband deployment — and how to bridge them.

With the rollout of the provincial government's Alberta Broadband Strategy and Alberta Broadband Fund, as well as continuing growth in municipal broadband builds, this year's forum has many important connectivity issues to address. Join us at the 2023 Alberta Rural Connectivity Forum to explore emerging trends in internet access, and workshop solutions.

[Registration](#) is now open and more details, including the agenda, will be released soon.

Hotel bookings now available



The Banff Park Lodge has provided a block of rooms at a competitive rate of \$160 per night for those looking to stay on site. You also have the option to book additional nights if you wish to stay into the weekend.

[Learn more](#)

Sponsorship Opportunities



The Alberta Rural Connectivity Forum still has packages available for sponsors. If your company would like to have a presence at this year's forum, please reach out to Imran Mohiuddin at imran.mohiuddin@cybera.ca to learn more.

2023 Alberta Rural Connectivity Forum Sponsor

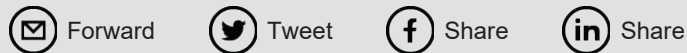




The Alberta Rural Connectivity Coalition advocates for universal access to high-speed internet at an affordable price for all Albertans, including those living in rural, remote, First Nations and Metis Settlements communities. The coalition is pushing for multiple levels of government to immediately take steps to provide funding — and other forms of regulatory relief — for telecommunications infrastructure in Alberta’s rural communities.



ABconnectivity.ca



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You are receiving this email because you are a visionary decision-maker within Cybera's stakeholder community.

Our mailing address is:

Cybera Inc.
200-3512 33 St NW
Calgary, AB T2L 2A6
Canada

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You can [update your preferences](#) or [unsubscribe from this list](#).

From: Meagan Walsh <mwash@beaver.ab.ca>

Sent: Wednesday, July 26, 2023 3:56 PM

10.11

To:

Subject: RMA District 5 meeting details

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon,

Please see below details for the upcoming RMA District 5 Event/Meeting – August 24-25, 2023: (**please RSVP no later than August 4, 2023** with all required details to ensure we can finish up confirmations for planning purposes)

If you are wanting to take the bus please RSVP, as the bus has a capacity of 56 passengers. Preference will be giving to passengers who are furthest distance away in the event the bus gets full. When responding, please provide the following details:

1. Name of person(s) who will be on the bus
2. What stop they would be picked up at
3. If anyone has any food allergies

Thursday, August 24, 2023

Bus begins in Camrose and pick ups as follows (schedule subject to change if a pick-up location is not required):

6:00-6:45 am. – Camrose to Ryley

20 min stop

7:05-7:40 am. – Ryley to Vegreville

20 min stop (coffee stop)

8:00-9:05 am. – Vegreville to St. Paul

20 min break

9:25-10:45 am - St. Paul to Lac La Biche

45 min break (includes lunch pick-up - tentative)

11:30-2:30pm. – Lac La Biche to Fort McMurray

If no one has requested a stop at any of the above locations, the bus will not stop, allowing everyone to arrive early in Fort McMurray.

2:30 pm. arrive at hotel - Clearwater Suite Hotel (Address: 4 Haineault St, Fort McMurray, AB T9H 1R7). If hotel rooms are not ready for check-in, luggage storage will be available.

Tour – Wood Buffalo will have 2 busses staged and ready to leave the Clearwater Suites Hotel at 3 pm. There will be a tour guide on each bus.

Please RSVP the number of people attending the tour (regardless of method of transportation to Fort McMurray).

Tour:

Oilsands Discovery Centre – Snacks/Coffee/Tea available

Drive through Fort McMurray, highlighting some key areas

Giants of Mining/Bison Viewing (photo opportunity)

Jubilee Lobby (Municipal Building) – Supper will be served here. Mayor and MLAs will be invited to give greetings along with other speeches and a short tour through our Council Chambers.

8:30-9:00 pm Busses will take guests back to the hotel.

Individuals who choose not to attend the tour will be responsible for their own transportation to the Jubilee building (9909 Franklin Ave, Fort McMurray, AB T9H 2K4).

Friday, August 25, 2023

9:00 am. – 11:00 am. - District 5 meeting Shell Place (1 C. A. Knight Wy, Fort McMurray, AB T9H 5C5) – bagged lunch provided for the ride home (please RSVP with food allergies).

11:30 am. leave Fort McMurray – travel same path home, drop off times will vary depending on departure time and number of stops

Hotel Information for bookings:

Clearwater Suite Hotel

When making reservations – please inform the guests to mention District 5 Event Group

Call #780 799 7676 or Email: info@clearwaterfortmcmurray.com

Group Block:	District 5 Event
Rate:	Single Queen \$139.00 per night plus tax Two double beds \$149 per night plus tax Rate is based on double occupancy Extra person is additional \$20 plus tax
Block Code:	537
Arrival Date:	August 24th 2023
Departure Date:	August 25th 2023
Rooms Reserved:	30 Single queens 30 Double rooms <i>Cut off date – August 14, 2023, after which all remaining rooms will be released</i>
Payment Method:	Guest personal account

Thank you,

Meagan Walsh

Executive Assistant
Legislative Services



Phone: (780) 663-3730

Fax: (780) 663 - 3602

Information Release	
Date Released	Number/Information Released
May 25, 2023	R89-23: Evergreen Meeting May 2023
May 26, 2023	R90-23: UCC-ACP Bulletin May 25 2023
May 26, 2023	R91-23: RMA Contact Newsletter: May 26 2023
May 31, 2023	R92-23: NSWA May Newsletter
June 1, 2023	R93-23: Alberta Provincial Rural Crime Watch Association June 1, 2023 Newsletter
June 1, 2023	R94-23: LICA – Bonnyville Oil and Gas Show
June 1, 2023	R95-23: RMA District Update June 2023
June 2, 2023	R96-23: Contact Information for office of Amarjeet Sohi – June 1, 2023
June 2, 2023	R97-23: RMA Contact Newsletter: June 2, 2023
June 6, 2023	R98-23: FCM 2023 Resolutions
June 7, 2023	R99-23: RMA Quasi Judicial Survey
June 9, 2023	R100-23: RMA Contact Newsletter: June 9, 2023
June 13, 2023	R101-23: FCM News – June 12, 2023
June 13, 2023	R102-23: Metis Crossing Application to Purchase June 12, 2023
June 12, 2023	R103-23: Industrial Property Assessment Services (Sent by Brenda to Council)
June 16, 2023	R104-23: NSWA 2022-2023 Annual Report
June 16, 2023	R105-23: Aspen View News Release June 16, 2023
June 16, 2023	R106-23: RMA Contact Newsletter: June 16, 2023
June 20, 2023	R107-23: Letter from Ric McIver – June 20, 2023 (Sent by Lorne)
June 22, 2023	R108-23: FCM Newsletter June 19, 2023
June 23, 2023	R109-23: Resumption of North Saskatchewan Regional Plan Letter – Town of Vegreville June 23, 2023
June 23, 2023	R110-23: RMA Contact Newsletter: June 23, 2023
June 26, 2023	R111-23: FCM Newsletter June 26 2023
June 29, 2023	R112-23: NSWA Newsletter June 2023
June 29, 2023	R113-23: Lac La Biche Golf Tournament Pamphlet
June 29, 2023	R114-23: National Urban Park Stakeholder Committee Package
July 4, 2023	R115-23: RMA Contact Newsletter: June 30, 2023
July 4, 2023	R116-23: Thank You from Pioneer Bible Camp
July 4, 2023	R117-23: Thank You – Lemonade Day
July 4, 2023	R118-23: Town of Smoky Lake July Newsletter
July 6, 2023	R119-23: FCM Newsletter July 5, 2023
July 6, 2023	R120-23: FCM Newsletter July 4, 2023
July 6, 2023	R121-23: RMA District Update July 2023
July 6, 2023	R122-23: Redwater Parade – Entry Information
July 6, 2023	R123-23: Smoky Lake Regional Heritage Board Minutes of March and October 2022
July 6, 2023	R124-23: UCC ACP News Bulletin July 6, 2023
July 7, 2023	R125-23: Training Report – Communications
July 10, 2023	R126-23: RMA Contact Newsletter: July 7, 2023
July 12, 2023	R127-23: Invitation to participate in Victoria Trail Ag Society Parade at Waskatenau Fair
July 12, 2023	R128-23: Evergreen Meeting Information
July 14, 2023	R129-23: RMA Contact Newsletter: July 14, 2023
July 17, 2023	R130-23: FCM Newsletter July 17, 2023
July 18, 2023	R131-23: Canada 365: Welcoming the World. Every Day. - Federal Tourism Growth Strategy
July 20, 2023	R132-23: Power up North Conference – October 2023 (released by Lorne)
July 21, 2023	R133-23: Evergreen Meeting Information
July 21, 2023	R134-23: RMA Contact Newsletter: July 21, 2023