



SMOKY LAKE COUNTY COUNCIL MEETING AGENDA

Thursday, September 28, 2023 at 9:00 a.m.

Virtual - Meeting ID: 538836808

<https://video.businessconnect.telus.com/join/538836808>

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) County Council Meeting – September 7, 2023
- 4) Delegation
 - 1) Sgt. Anita Doktor – Smoky Lake RCMP @ 9:00 a.m.
 - 2) Jen Plamondon – Associated Engineering @ 9:30 a.m.
 - 3) Gary Macyk – Waskatenau Curling Club @ 10:30 a.m.
- 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*)
 - 1) Heritage Resource Intervention Permit HRIP-001-2023 – **To be handed out at meeting**
- 7) Business – Requests for Decisions
 - 1) Rural Palliative Care Program
 - 2) Assessment Services Agreement
 - 3) FCSS Applications
 - 4) Power and Electricity Program 2025-2029
 - 5) Policy 01-04-01: Proclamations
 - 6) County-Owned Lands Public Land Sale Tender
 - 7) Proclamation: Heritage Manitoba Maple Trees
 - 8) 2023-24 Alberta Community Partnership (ACP) Grant Applications
 - 9) Bylaw 1451-23: Municipal Reserve (MR) Designation - Warspite
 - 10) North Saskatchewan Watershed Alliance (NSWA) Membership
 - 11) Rural Municipalities of Alberta (RMA) Annual Fall Convention
 - 12) LICA Municipal Board of Director Seat Appointment
 - 13) Request to Cost Share Library Sidewalk
- 8) CAO Report
- 9) Council Committee Reports
 - 1) Division One
 - 2) Division Two – **To be handed out at meeting**
 - 3) Division Three – **To be handed out at meeting**

- 1) Discussion: Haul Roads
 - 4) Division Four - **Reeve**
 - 5) Division Five - *To be handed out at meeting*
- 10) Correspondence
- 1) Letter – Honourable Mickey Amery, Alberta Justice – Smoky Lake Courthouse
 - 2) Metis Crossing Day – September 24, 2023
 - 3) Letter – Lorne Halisky, Smoky Lake County - Request Assurance of Emergency Department Coverage during the Great White North Weigh Off & Pumpkin Fair in Smoky Lake
 - 4) Letter/Invoice - M. A. (Marlin) Degrand, M.O.M, Alberta Public Safety and Emergency Services – Collection of Municipalities Policing Cost Share
 - 5) Letter - Danielle Girard, Vilna School – Invitation to Vilna National Truth & Reconciliation Day Celebration Pipe Ceremony & Feast
 - 6) Email - Jennifer Cunningham, Alberta Transportation and Economic Corridors - Invitation to Meet with Minister of Transportation at RMA Fall Convention
- 11) Information Release – *N/A*
- 12) Financial Reports
- 1) Budget to Actual
 - 2) Financial Statement
 - 3) Cheque Register
- 13) Next Meeting
- 1) Schedule an RCMP Liaison Committee Meeting
- 14) In Camera
- 15) Adjournment

SMOKY LAKE COUNTY

Minutes of the **County Council Meeting** held on Thursday, **September 7, 2023**, at 9:05 A.M. held both virtually online and physically in Council Chambers.

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

ATTENDANCE		
<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Thursday, Sept. 7, 2023</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Vacant	N/A
Interim CAO	Lydia Cielin	Present in Chambers
Finance Manager	Brenda Adamson	Present in Chambers
Executive Svcs/R.S.	Patti Priest	Virtually Present
Plan/Dev Manager	Jordan Ruegg	Virtually Present
Planning Technician	Kyle Schole	Virtually Present

Observers in Attendance Upon Call to Order:

Communications Officer	Evonne Zukiwski	Virtually Present
GIS	Carole Dowhaniuk	Virtually Present
Public Works Manager	Chris Minailo	Present in Chambers
Fire Chief	Scott Franchuk	Present in Chambers
Deputy Fire Chief	Spencer Kotylak	Present in Chambers
Municipal Clerk	Jenna Preston	Virtually Present
Public Works Manager	Christopher Minailo	Present in Chambers
Public	3 Members	Virtually Present
Media	N/A	Absent

2. Agenda:

844-23: Cere

That the Smoky Lake County Council Meeting Agenda for Wednesday, August 23, 2023, be adopted, as amended:

Additions to Agenda:

Under Executive Session:

1. Economic Development Opportunity.
2. Firehall Equipment and Security.
3. Request for Custom Work from a Developer.
4. Bridge BF8200 Closure.
5. Village of Vilna – Request for Custom Work.
6. CN Property Flooding at Waskatenau.

Under Council Committee Reports:

7. Saddle Lake Cree Nation Band #462 – Follow Up.
8. Councillor Library Cards – Follow Up.

Carried Unanimously.

3. Minutes:

Minutes of August 23, 2023 – Regular County Council Meeting

845-23: Fenerty

That the minutes of the **Smoky Lake County Regular County Council Meeting** held on Wednesday, August 23, 2023, be adopted as presented.

Carried.

Business Arising from the Minutes

Ad-Hoc Working Group Committee for Housing Opportunities and Initiatives

846-23: Cere

That Smoky Lake County appoint Councillor Cere as an additional Alternate to the Housing Ad-Hoc Working Group Committee for Housing Opportunities and Initiatives, as per the Intermunicipal Collaboration Committee (ICC) recommendations from the August 9, 2023, meeting, further to the August 23, 2023, Council Motion #824-23.

Carried.

4. Delegations:

Nil.

5. Public Hearing:

Nil.

6. Municipal Planning Commission:

Nil.

Additions to the Agenda (Executive Session):

Legal Issues:

847-23: Cere

That Smoky Lake County Council go into Executive Session to discuss the following Legal and/or Personnel Issues, in the presence of all Council, Interim Chief Administrative Officer, Finance Manager, Fire Chief, Deputy Fire Chief, Public Works Manager, Planning & Development Manager, Planning Technician, and Executive Services Clerk, time:

9:11 a.m. Firehall equipment and security, under the authority of the FOIP act, Section 27: Privileged Information;

9:30 a.m. Request for Custom Work from a Developer, under the authority of the FOIP Act, Section 16: Third Party Business Interests;

9:38 a.m. Bridge BF8200 closure on Township Road 590, East of Range Road 132, under the authority of the FOIP Act, Section 27: Privileged Information; under the authority of the FOIP Act, Section 16: Third Party Business Interests;

9:50 a.m. Village of Vilna Custom Work request for: maintenance of 52nd Street located on the West boundary of Vilna connecting to the County's Range Road 135 and brushing the intersection of 50th Street, Vilna and County Township Road 594;

9:56 a.m. Muni-Corr Ltd. request for transporting private ATV machines for an ATV Trail Ride, under the authority of the FOIP Act, Section 27: Privileged Information; and

10:03 a.m. Waskatenau Creek, CN property drainage, under the authority of the FOIP Act, Section 16: Third Party Business Interests.

Carried.

Bob Novosiwsky, Public Works Road Foreman, entered Council Chambers, time 9:24 a.m.

Scott Franchuk, Fire Chief and Spencer Kotylak, Deputy Fire Chief, left Council Chambers, time 9:30 a.m.

848-23: Cere That Smoky Lake County Council go out of Executive Session, time 10:16 a.m.
Carried.

Request for Custom Work from a Developer

849-23: Cere That Smoky Lake County Council **deny** the email request, from a Developer, dated September 7, 2023, for custom work to repair soft spots, grade, and compact the partially developed subdivision access road, as discussed on September 7, 2023, in Executive Session, under the authority of the FOIP Act, Section 16: Third Party Business Interests.
Carried.

Mark Fedoretz, Public Works Shop Foreman, virtually joined the meeting, time 10:17 a.m.

7. Request for Decision:

Private Donation Made to Town of Smoky Lake for the CN Station Building

850-23: Serben That Smoky Lake County, as managing partner of the Smoky Lake Region Heritage Board, acknowledge the generous donation from Mr. Jim Ratsoy, in the amount of \$100,000.00 received by the Town of Smoky Lake, in support of the Provincial Historic Resource designated in 2007, known as the iconic Canadian Northern (CN) Railway Station in the Town of Smoky Lake, enabling the undertaking of necessary repairs and maintenance to the building to ensure future generations are able to continue to enjoy this focal point of our community and share in the stories of our past; and approve action taken by administration in writing a thank-you letter to the donor.
Carried.

Power Up North Conference

851-23: Serben That Smoky Lake County Councillors Fenerty and Halisky attend the 2023 Power Up North Conference, scheduled for October 3-5, 2023, at the Hotel Dene and Conference Centre, Cold Lake, Alberta, with Councillor Fenerty attending on October 3-5, 2023 and Halisky attending on October 4, 2023.
Carried.

NE Muni-Corr ATV Ride – Request for Assistance

852-23: Cere That Smoky Lake County Council **deny** the request outlined in the email which was deferred by Council's August 23, 2023, Motion #838-23, from Marianne Janke, representing the Alberta's Iron Horse Trail / Travel Lakeland, dated August 21, 2023, in respect to their ATV Ride event known as "N.E. Muni-Corr ATV Ride", scheduled for Monday, September 11, 2023, requesting assistance of County manpower and equipment to facilitate picking up the ATVs in the Town of St. Paul at the end of the trail ride and shuttling them back to the Village of Waskatenau; as the County has no availability or capacity of manpower to accommodate such a request.
Carried.

2023-2027 Five-Year Financial Plan

853-23: Halisky That Smoky Lake County Council adopt the 2023-2027 Five-Year Financial Plan, which provides the highlights of Smoky Lake County's Operating, Capital, and Road Plan budget, as amended; and post the document to the County's website.
Carried.

Year-2023 Property Tax Sale

854-23: Gawalko That Smoky Lake County advertise the following properties with a Tax Notification issued on their Land Title, for the Year-2023 Property Tax Sale, to be scheduled for December 1, 2023 at 10:00 a.m.:

<u>Roll #</u>	<u>Acres</u>	<u>LINC #</u>	<u>Legal Description</u>
12591540	153.38	0020900742	NE 15-59-12-4
13613240	158.00	0023571153	NE 32-61-13-4
14590910	161.00	0023555179	SE 9-59-14-4
16601910	160.00	0010150563	SE 19-60-16-4
17593320	160.51	0023477391	SW 33-59-17-4,
22010105	Spedden	0010199347	Lot 5 & 6 Blk 1 Plan 1955CL
28170112	Edwand	0019965343	Lot 12 & 13 Blk 1 Plan 2206CL
30190101	Wayetenau	0013499082	Lot 1 Blk 1 Plan 7822612
40300413	Warspite	0010266906	Lot 13 Blk 4 Plan 314HW.

Carried.

Sponsorship of the Threshing Bee Event at the Smoky Lake Pumpkin Fair & Weigh-Off

855-23: Fenerty That Smoky Lake County advise the Smoky Lake Pumpkin Growers Association of the annual monetary donation has been provided in the amount of \$1,500.00 towards the Threshing Bee event held during the Smoky Lake Pumpkin Growers Association's Annual Pumpkin Fair & Weigh-Off, scheduled for October 5-8, 2023, in the Town of Smoky Lake.

Carried.

Council Attendance at the Smoky Lake Annual Pumpkin Fair & Weigh-Off Event

856-23: Fenerty That Smoky Lake County Council who can attend – attend the Smoky Lake Pumpkin Growers Association's Annual Pumpkin Fair & Weigh-Off, and approve for the Reeve to bring greetings and/or participate in the Dignitaries Parade, during the said event scheduled for October 5-8, 2023, in the Town of Smoky Lake.

Carried.

In-Kind Assistance at the Smoky Lake Annual Pumpkin Fair & Weigh-Off Event

857-23: Fenerty That Smoky Lake County Council approve to provide in-kind assistance to the Smoky Lake Pumpkin Growers Association with manpower and/or equipment preceding, during and following their Annual Pumpkin Fair & Weigh-Off event, scheduled for October 5-8, 2023, in the Town of Smoky Lake, in response to the email received from the Association, dated August 31, 2023, requesting the County:

1. distribute County picnic tables at several locations within the Town of Smoky Lake,
2. deliver and return the Smoky Lake Riding Club bleachers from the Stampede grounds to the Pumpkin Drop area, and
3. setup chairs on October 5th and/or 6th inside the Smoky Lake Agricultural Complex Arena.

Carried.

Sponsorship of the Smoky Lake Annual Pumpkin Fair & Weigh-Off Event

858-23: Fenerty That Smoky Lake County **approve** to purchase a "Silver" sponsorship in the amount of **\$250.00** for a 1/4 Page full color advertisement in the program guide for the Smoky Lake Pumpkin Growers Association's Annual Pumpkin Fair & Weigh-Off event, scheduled for October 5-8, 2023, in the Town of Smoky Lake, in response to their sponsorship letter request, received on August 28, 2023.

Carried.

Electricity Charges for Municipal Streetlights – Village of Waskatenau

859-23: Cere

That Smoky Lake County assume responsibility for payment of the electricity charges for the three (3) streetlights located within the County's jurisdiction on Range Road 193A, between Highway 28 and the entrance to the Village of Waskatenau, identified as Site ID Numbers: 0010465047210, 0010467850617, and 0010467861915, effective September 7, 2023, and approve the Year-2023 unbudgeted expense for same.

Carried.

Enterprise Fleet Management Inc. Leases

860-23: Gawalko

That Smoky Lake County Council approve the unbudgeted expense to accommodate the early delivery of 4 trucks replacing units 100B, 109A, 105, and 203 funded from General Capital Reserves; and partially replenish the said reserves with any sales proceeds gained from the sale of the current units 100B, 109A, 105, and 203; and, include the amount required to fully replenish the said reserve in the 2024 Budget.

Carried.

Surplus Equipment Bids – Uncertified Propane Tanks

861-23: Serben

That Smoky Lake County Council accept the offer from Bruce Kassian, to purchase the County surplus capital equipment, as is - where is, described as:

- 2001 500 US gallon uncertified propane tank serial # 49921 located at Bellis Transfer station, and
- 2001 500 US gallon uncertified propane tank serial # 512057 located at Spedden transfer station,

in the amount of \$250.00 plus GST for each tank, for a grand total payable in the amount of \$525.00 (including GST) payable to Smoky Lake County.

Carried.

Bob Novosiwsky, Public Works Road Foreman and Chris Minailo, Public Works Manager, entered Council Chambers, time 11:28 a.m.

Dave Franchuk, Environment & Parks Manager, joined the meeting by telephone, time 11:29 a.m.

Dust Suppression Request for Iron Horse Trail at Edwand

862-23: Serben

Smoky Lake County Council **defer** the request to provide funds not to exceed the amount of \$2,100.00 for trucking/hauling to assist North East Muni-Corr Ltd. in facilitating dust suppression on the Iron Horse Trail right-of-way for approximately 200 meters adjacent to, and east of, the Hamlet of Edwand, for the purpose of conducting a test strip with MG30 product supplied at no cost by Korteck Ltd. of St. Paul; **and** request North East Muni-Corr Ltd. provide half (1/2) the funding for the said trucking/hauling.

Carried.

One Member of the Public, virtually left the meeting, time 11:44 a.m.

8. Interim Chief Administrative Officer's Report:

The Interim Chief Administrative Officer provided a verbal report in respect to the Village of Vilna Custom Work request for: maintenance of 52nd Street located on the West boundary of Vilna connecting to the County's Range Road 135 and brushing the intersection of 50th Street, Vilna and County Township Road 594.

Village of Vilna Request for Custom Work - Road Maintenance of 52nd Street

863-23: Gawalko That Smoky Lake County execute a custom work agreement with the Village of Vilna for the purpose of maintaining the Village's 52nd Street located on the West boundary of Vilna connecting to the County's Range Road 135; **and** Council agree to waive any custom work fees for the said maintenance.

Carried.

Village of Vilna Request for Custom Work - Brushing at Intersection of 50th Street

864-23: Gawalko That Smoky Lake County Council approve to enter into custom work agreement with the Village of Vilna to provide tree brushing at cost to the Village, for the South West corner of the intersection of 50th Street, Vilna and County Township Road 594, located on the north boundary of Vilna, in response to the email received from Earla Wager, Chief Administrative Officer, Village of Vilna, dated September 6, 2023.

Carried.

Interim Chief Administrative Officer

865-23: Fenerty That Smoky Lake County Council accept the verbal report from the Interim Chief Administrative Officer, provided on September 7, 2023.

Carried.

11:30 to 11:35 a.m.

Public Question and Answer Period:

Question (comment) from Hank Holowaychuk, Member of the Public:

- I am concerned with the rampant crime occurring in our area, we need an emergency meeting with the Town and RCMP to address this.

Answer (comment) from Lorne Halisky, Reeve:

- We agree, and will be discussing with this with the RCMP today at the RCMP barbeque.

Answer (comment) from Jered Serben, Councillor:

- This needs to be placed on the Joint Municipalities Meeting Agenda and needs to be communicated to our ratepayers as to what we are doing in the meantime.

9. Council Committee Reports:

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

Councillor Linda Fenerty verbally reminded Council to purchase Library Memberships and requested follow up in seeking a meeting with Saddle Lake Cree Nation Band #462, which Administration has been unsuccessfully requesting since July 2022.

10. Correspondence:

CALP Additional Funding Request - Smoky Lake County Community Learning Council

866-23: Serben That Smoky Lake County, as managing partner of Smoky Lake County Community Learning Council, acknowledge receipt of the email from Cora Roberts, Director of Foundational Learning Supports, Advanced Education, dated August 28, 2023, announcing approval for a one-time additional Community Adult Learning Program (CALP) funding in the amount of \$3,870.00 towards the Smoky Lake County Community Learning Council; **and** approve to execute the funding agreement upon receipt.

Carried.

Veterans Memorial Highway Brochure

867-23: Fenerty

That Smoky Lake County **deny** the request outlined in the email received from Morgan Gordeyko, Two Hills Regional Chronicle, dated August 22, 2023, in respect to participating in their brochure project for the Veterans Memorial Highway.

Carried.

11. Information Releases:

Information Releases July 26, 2023 to August 31, 2023

868-23: Jered

That Smoky Lake County’s Information Releases for the period of July 26, 2023 to August 31, 2023 as follows, be filed for information:

Information Release	
Date Released	Number/Information Released
July 26, 2023	R135-23: NSWA July 2023 Newsletter
July 27, 2023	R136-23: CHRS Newsletter
August 2, 2023	R137-23: Training Report – Communications – July 26, 2023
August 8, 2023	R138-23: RMA Contact Newsletter – August 4, 2023
August 8, 2023	R139-23: RMA District Updater August 2023
August 8, 2023	R140-23: Letter from Village of Waskatenau to Minister of Justice – Reestablishment of Town of Smoky Lake Courthouse- July 31 2023
August 10, 2023	R141-23: Coffee with a Cop – August 17, 2023
August 11, 2023	R142-23: RMA Contact Newsletter – August 11, 2023
August 15, 2023	R143-23: Unlocking Economic Opportunity with Drones – Alberta Innovates
August 16, 2023	R144-23: News Article: Athabasca Opt out of Immigration Program
August 16, 2023	R145-23: NSWA – State of the NSR Watershed Introductory Video
August 18, 2023	R146-23: RMA Contact Newsletter – August 18, 2023
August 22, 2023	R147-23: Riparian Workshop Follow Up
August 22, 2023	R148-23: Thank You – Randy Russ Memorial Barrel Race
August 24, 2023	R149-23: RMA Report – FGSS Programs in Alberta
August 25, 2023	R150-23: UCC-ACP Bulletin – August 24, 2023
August 25, 2023	R151-23: Thank You for Sponsoring Ukrainian Day
August 28, 2023	R152-23: RMA Contact Newsletter – August 25, 2023
August 29, 2023	R153-23: FCM Newsletter
August 29, 2023	R154-23: LARA
August 29, 2023	R155-23: Evergreen Meeting Documents
August 30, 2023	R156-23: NSWA Newsletter August 2023
August 31, 2023	R157-23: Thank You from Anne Tough and Family

Carried.

12. Financial Reports:

Budget to Actual Report & Financial Statements

As annexed to the minutes:

↳ Financial Statement for the months of: Nil.

13. Next Meeting(s):

Schedule a Smoky Lake County Councillor Road Tour

869-23: Cere

That a Smoky Lake County Councillor Road Tour, be scheduled for **Friday, September 29, 2023, commencing at 8:00 a.m.** from the Main Office, 4612 McDougall Drive, Smoky Lake.

Carried.

Scheduled County Council Meetings

The next Smoky Lake County Council Meetings, are scheduled for:

- 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),**
- Thursday, October 26, 2023, at 9:00 a.m. (Regular),**
- Thursday, November 23, 2023, at 9:00 a.m. (Regular), and**
- Thursday, December 14, 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.

Addition to the Agenda (Executive Session):

Legal Issue: Economic Development Opportunity

870-23: Serben That Smoky Lake County Council go into Executive Session to discuss a Legal Issue in respect to an Economic Development Opportunity, relating to additional Veterinarian Services in Smoky Lake Region, 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, time 12:04 p.m.

Carried.

871-23: Serben That Smoky Lake County Council go out of Executive Session, time 12:26 p.m.

Carried.

Pursuit of Veterinary Services to Return to Plan 1624316, Lot 1, Block 2, SW-21-59-17-W4

872-23: Serben That Smoky Lake County Council acknowledge the August 31, 2023, recommendation from the Regional Community Development Committee (RCDC) Motion #72-23, in respect to Smoky Lake County pursuing opportunities for the return of veterinary services at the vacant veterinary clinic located on the lands legally described as Plan 1624316, Lot 1, Block 2, SW-21-59-17-W4, within Smoky Lake County; and confirm the attraction of Veterinarians falls under the scope of the Physicians and Health Care Professionals Committee (formerly known as the Doctor Retention and recruitment Committee), and as such the matter be deferred to the Physicians and Health Care Professionals Committee.

Carried.

15. ADJOURNMENT:

873-23: Cere That the Smoky Lake County Council Meeting of September 7, 2023, be adjourned, time 12:27 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.1

Topic: September Rural Palliative Care program request for support

Presented By: Brenda Adamson, Finance Manager

Recommendation:

Council discretion

Background:

The attached letter requesting funding in support of the Rural Palliative Care program was forwarded from Councilor Linda on September 4, 2023. Unfortunately, the letter does not give any indication of the level of funding desired.

Grants to organizations has \$7,103 available to grant out.

Benefits:

Supports the community.

Disadvantages:

Alternatives:

- Council can choose to donate \$0.00 to \$7,103 from the grants to organizations budget.

Financial Implications:

\$7,103 available

Legislation:

na

Intergovernmental:

na

Strategic Alignment:

na

Enclosure(s):

1. Letter from Susan L. Krawchuk

Signature of the CAO: 

To the Smoky Lake County Council,

I am writing to urgently address the need for support for our Rural Palliative Care program. This essential service requires immediate attention, including equipment, re lifts, air mattresses, and overall assistance. I kindly request that the county consider providing financial support to enhance the comfort and care of individuals who have contributed significantly to our county's development.

The Rural Palliative Care program plays a crucial role in providing compassion and support during challenging times. By investing in improved facilities and resources, we show our appreciation to those who have shaped our county and uphold our community values.

For more information and to discuss potential support, please contact Dean Haaf RN BSCN, Palliative Care Resource Nurse, at the Smoky Lake Provincial Building: #201 108 Wheatland Ave, PO BOX 248, Smoky Lake, AB, T0A 3C0, phone: 780-650-0604, email: dean.haaf@ahs.ca.

Your consideration is greatly appreciated. Together, we can make a meaningful impact on palliative care in our community.

Thank you.

Sincerely,

Susan L. Krawchuk





Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.2

Topic: Assessment Services Agreement

Presented By: Brenda Adamson, Finance Manger

Recommendation:

That Smoky Lake County enter into an agreement with Accurate Assessment Group Ltd for the provision of assessment services for the years 2024 thru to 2028, with an option to renew for another five-year term (2029-2033)

Background:

In June, a proposed contract from Accurate Assessment Group Ltd. What brought to council for approval. Council decision was to get other proposals **Motion 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"**

The Request for Proposal was posted on Alberta Purchasing Connection August 2, 2023. The opportunity closed September 1, 2023. Although several organizations downloaded the package, only 2 were Assessment Companies. The only proposal received was from Accurate Assessment Group Ltd.

The proposal remains the same as the one offered in June: It starts at \$20.50 per parcel and increases by \$0.50 per parcel each year. As well Accurate Assessment will provide Industrial Property Assessment Services for an additional fee of \$7,700 in 2024 which will increase by \$100 per year. This service includes reviewing the Industrial Property Assessment to catch errors from the Provincial Assessors.

Benefits:

- Provides assessment consistency.
- Contracted costs are set for budget purposes.

Disadvantages:

- n/a

Alternatives:

- Advertise request for proposals.

Financial Implications:

The cost for 2023 assessment services \$133,860 (\$20*6,313 properties plus \$7,600 for Industrial Property Assessment Services). Assuming there is no change in the number of parcels in 2024 the total cost will be \$137,117. Other Assessment costs are the fee for CAMALOT (\$6,800).

Legislation:

We have Bob Daudelin of Accurate Assessment appointed as Assessor as per MGA Sect 284

Intergovernmental:

Strategic Alignment:

Enclosure(s):

Proposed Assessment Services Agreement.

Signature of the CAO: 



ASSESSMENT SERVICES AGREEMENT

BETWEEN: **SMOKY LAKE COUNTY,**
a municipal corporation incorporated pursuant to the laws of the
Province of Alberta, having an address at:
P.O.Box 310, 4612 McDougall Drive, Smoky Lake, AB T0A 3C0

(hereinafter referred to as the “**Client Partner**”)

OF THE FIRST PART

- and -

ACCURATE ASSESSMENT GROUP LTD.,
a body corporate duly incorporated under the laws of the
Province of Alberta, having an address at:
199 Pembina Road, Sherwood Park, Alberta T8H 2W8

(hereinafter referred to as “**AAG**”)

OF THE SECOND PART

(collectively referred to hereinafter as the “**Parties**”)

WHEREAS the Client Partner wishes to enter into an Agreement with AAG for the Services as that term is hereinafter defined; and

WHEREAS AAG has agreed, subject to the terms and provisions of this Agreement, to provide the Services;

THEREFORE the parties to this Agreement, in consideration of the mutual promises hereinafter contained, agree as follows:

1. Definition:
 - a) **Services** means to provide the Client Partner with a five (5) year annual assessment, being years 2024 thru to 2028, with an option to renew for another five (5) year term (for the 2029 thru 2033 years) and assume all duties and responsibilities required by any and all statutes in existence from time to time, and as specified within this Agreement and in **Schedule “A”**, attached hereto. Please refer to **Schedule “A”** for a full Scope of Services
2. The Client Partner appoints the **Chief Administrative Officer**, or such other person as the Client Partner may from time to time designate in writing, as its authorized representative to communicate with AAG under this Agreement.
3. AAG appoints the **President** of AAG, or such other person as AAG may from time to time designate in writing, as its authorized representative to communicate with the Client Partner under this Agreement.



4. The consideration payable to AAG by the Client Partner, for the proper performance and provision of the Services shall be as follows:

(a) **2024 Assessment for the 2025 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Dollars and Fifty Cents (\$20.50) plus GST** as per the 2023 Assessment parcel count, to be determined on or before March 1, 2024

Industrial Property Assessment Services (IPAS) costs are **Seven Thousand Seven Hundred Dollars (\$7,700.00) plus GST.**

(b) **2025 Assessment for the 2026 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty One Dollars (\$21.00) plus GST** as per the 2024 Assessment parcel count, to be determined on or before March 1, 2025.

Industrial Property Assessment Services (IPAS) costs are **Seven Thousand Eight Hundred Dollars (\$7,800.00) plus GST.**

(c) **2026 Assessment for the 2027 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty One Dollars and Fifty Cents (\$21.50) plus GST** as per the 2025 Assessment parcel count, to be determined on or before March 1, 2026.

Industrial Property Assessment Services (IPAS) costs are **Seven Thousand Nine Hundred Dollars (\$7,900.00) plus GST.**

(d) **2027 Assessment for the 2028 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Two Dollars (\$22.00) plus GST** as per the 2026 Assessment parcel count, to be determined on or before March 1, 2027.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Dollars (\$8,000.00) plus GST.**

(e) **2028 Assessment for the 2029 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Two Dollars and Fifty Cents (\$22.50) plus GST** as per the 2027 Assessment parcel count, to be determined on or before March 1, 2028.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand One Hundred Dollars (\$8,100.00) plus GST.**



And if the Client Partner, in its unfettered discretion, elects to extend the contract for five (5) more years:

(f) **2029 Assessment for the 2030 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Three Dollars (\$23.00) plus GST** as per the 2028 Assessment parcel count, to be determined on or before March 1, 2029.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Two Hundred Dollars (\$8,200.00) plus GST**.

(g) **2030 Assessment for the 2031 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Three Dollars and Fifty Cents (\$23.50) plus GST** as per the 2029 Assessment parcel count, to be determined on or before March 1, 2030.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Three Hundred Dollars (\$8,300.00) plus GST**.

(h) **2031 Assessment for the 2032 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Four Dollars (\$24.00) plus GST** as per the 2030 Assessment parcel count, to be determined on or before March 1, 2031.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Four Hundred Dollars (\$8,400.00) plus GST**.

(i) **2032 Assessment for the 2033 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Four Dollars and Fifty Cents (\$24.50) plus GST** as per the 2031 Assessment parcel count, to be determined on or before March 1, 2032.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Five Hundred Dollars (\$8,500.00) plus GST**.

(j) **2033 Assessment for the 2034 Taxation Year:**

Residential/Non-Residential/Industrial/Farmland Assessment costs are **Twenty Five Dollars (\$25.00) plus GST** as per the 2032 Assessment parcel count, to be determined on or before March 1, 2033.

Industrial Property Assessment Services (IPAS) costs are **Eight Thousand Six Hundred Dollars (\$8,600.00) plus GST**.



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5. AAG will submit monthly invoices as per **Schedule "B"**, to the Client Partner for the term of the contract. The Client Partner will pay the invoice(s) within thirty (30) days of receipt of the invoice if the services billed have been performed to the satisfaction of the Client Partner and in accordance with the contract.
 6. AAG shall comply with the provisions of:
 - (a) any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter; and
 - (b) any regulations in force from time to time under any of the acts referred to in Clause 6(a); and
 - (c) any applicable Minister's Guidelines; and
 - (d) any existing bylaws or policies that affect the performance of the services by AAG, and that any new bylaws, resolutions or policies that affect the performance of the Services within a reasonable time after the same have been passed or established.
 7. All assessment data must be filed, inputted, verified and adopted in accordance with legislative requirements and the Municipal Government Act for each year. The Client Partner in consultation with AAG is responsible for the preparation of the assessment and tax roll.
 8. AAG shall cause the Services to be performed efficiently and in a good and reasonable manner.
 9. AAG agrees that:
 - (a) all assessment related data files, including "hard copy" and "electronic" data files, shall remain the property of the Client Partner and in the event of termination or expiry of this agreement, AAG shall upon receipt of demand therefore return all of the said "hard copy" and "electronic" data files forthwith to the Client Partner; and
 - (b) AAG, its authorized agents, employees or representatives, will not disclose or make known to any person at any time while this Agreement is in effect or at any time thereafter, any privileged matter or thing which comes to knowledge or is disclosed to AAG by reason of this Agreement, and shall retain all such knowledge as confidential in accordance with FOIP, unless AAG is expressly authorized by the Client Partner, in writing, to disclose or make known the knowledge.
 10. Except as otherwise provided for in this agreement, AAG shall be solely responsible for all costs relating to the provision of the Services, including but not limited to:
 - (a) all mileage and automobile expenses.
 - (b) all accommodation, meals and related living expenses.
 - (c) any and all office and related equipment requirements, clerical support, and telephone charges.



11. The Client Partner agrees that:

- (a) the Client Partner shall provide notice either directly or indirectly to all ratepayers affected that AAG has been retained to perform the Services;
- (b) the Client Partner shall be responsible for costs that may be incurred by the Client Partner as a result of ratepayer information brochures, requests for information, newspaper advertisements, or other information released by the Client Partner; and
- (c) the Client Partner shall provide AAG with all maps and aerial photograph information (digital or hardcopy) as well as required permissions to allow AAG access to the following Geographical Information System (GIS) layers: parcel, roads, building locations, utilities, DiD's, AER, orthorectified aerial images and any other layer required by AAG to perform the Services.
- (d) the Client Partner shall be responsible for all costs incurred at Land Titles Office, Spin II Registries, and Corporate Registry associated with the performance of this Agreement, provided that AAG shall, as much as is practical, utilize existing information and files in the possession of the Client Partner.
- (e) the Client Partner shall be responsible for any costs relating to the data creation/coding for ASSET purposes, not forming part of requested reporting.
- (f) the Client Partner shall be responsible for costs associated with inspecting and preparing assessments of Industrial or Specialty Plant (Unique Properties Valuations) expansions or new installations that exceed **Seven Million Dollars (\$7,000,000)** in construction costs per parcel.
- (g) the Client Partner shall be responsible for costs associated with the preparation and defense of Industrial and Specialty Plant (Unique Properties Valuation) assessment complaints at the Composite Assessment Review Board (CARB), or Municipal Government Board (MGB) level.

Activities not part of the Assessment or Annual inspections, or special requests from the Client Partner not included in the scope of activities presented in Section 11, performed by AAG, will be billed on a Time and Materials basis. Any work falling under this category will commence upon approval from the Client Partner. AAG will maintain hourly time and expense records and provide them on a regular basis to ensure that these activities are performed within the approved budget. The rate for such services will be at **One Hundred Seventy Five Dollars (\$175.00)** per hour, plus vehicle mileage charges at a rate of **Sixty Cents (\$0.60)** per kilometer, and additional expenses at cost.

- 12. The parties agree that nothing in this Agreement shall create an employment relationship between AAG and the Client Partner or authorize or permit AAG to make any contract, agreement, warranty or representation on the Client Partner's behalf or to incur any other obligation in the Client Partner's name and at all times AAG, in the execution of this Agreement, shall be considered an independent contractor.
- 13. AAG will comply with the Workers' Compensation Act when the Act applies and shall, upon demand by the Client Partner, deliver to the Client Partner a certification from the Workers' Compensation Board showing that AAG is registered and is in good standing with the Board, or notwithstanding the foregoing, a voluntary industry.



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14. AAG shall indemnify and save harmless the Client Partner, its officers, employees, and agents from any and all claims, demands, actions and costs, to the extent that such claims, demands, actions and costs are attributable to a negligent act or omission of AAG, its officers, employees or agents in the performance by AAG of this Agreement. In the event that any such claim or demand is made, the Client Partner shall:
- (a) promptly notify AAG.
 - (b) permit AAG, if requested, to conduct and control at AAG's own expense, the defense of such claim or demand and any related settlement negotiations; and
 - (c) provide all reasonable assistance to AAG, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three (3) years from the said termination or expiry.

15. The Client Partner shall indemnify and save harmless AAG, its officers, employees, and agents from any and all claims, demands, actions and costs, to the extent that such claims, demands, actions and costs are attributable to a negligent act or omission of the Client Partner, its officers, employees or agents in the performance by the Client Partner of this Agreement. In the event that any such claim or demand is made, AAG shall:
- (a) promptly notify the Client Partner.
 - (b) permit the Client Partner, if requested, to conduct and control at the Client Partner's own expense, the defense of such claim or demand and any related settlement negotiations; and
 - (c) provide all reasonable assistance to the Client Partner, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three years from the said termination or expiry.

16. AAG shall, without limiting its obligations or liabilities herein, at its own expense provide and maintain the following insurance in a form acceptable to the Client Partner with an insurer licensed in Alberta:
- (a) Comprehensive General Liability Insurance in the amount of not less than Five Million Dollars (\$5,000,000) ,inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof. Such insurance shall include:
 - (i) Premises, Property and Operations Liability;
 - (ii) Products and Completed Operations Liability;
 - (iii) Owner's and Contractor's Protective Liability;
 - (iv) Blanket Written Contractual Liability;
 - (v) Contingent Employer's Liability;
 - (vi) Personal Injury Liability; and
 - (vii) Liability With Respect to Non-Owned Vehicles.



Commercial General Liability policy meeting these conditions is acceptable provided that its annual aggregate is at least Five Million Dollars (\$5,000,000).

- (b) Automobile Liability Insurance on all vehicles owned, operated or licensed, in the name of AAG, in the amount of Two Million Dollars (\$2,000,000).
 - (c) Professional Liability/ Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) inclusive per occurrence.
 - (d) AAG shall provide the Client Partner with acceptable evidence of appropriate insurance prior to the commencement of the work. All required insurance shall be endorsed to provide the Client Partner with Thirty (30) days advance notice of material change or cancellation.
17. Nothing in any Agreement shall be construed to obligate AAG to prepare for or appear in litigation on behalf of the Client Partner, excluding any assessment matters directly related to the scope of this contract, unless AAG is compensated for such services at an hourly rate of **One Hundred Seventy Five (\$175.00) Dollars**, plus vehicle mileage charges at the rate of **Sixty Five Cents (\$0.60)** per kilometer and additional expenses at cost.
18. The Parties to this Agreement may add to, delete, vary or amend any provision of this Agreement by mutual agreement in writing and any changes that are mutually agreed upon by the said Parties shall be included in and form part of this Agreement.
19. This Agreement may be terminated:
- (1) Upon Notice;
 - a. This agreement may be terminated at any time by the Client Partner by giving sixty (60) days written notice to AAG, and AAG's right to consideration shall be limited to payment for the Services performed and not previously paid for. AAG 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 AAG as a result of the termination of this Agreement.
 - b. If such notice is given, AAG shall perform the Services up to and including the effective date of termination specified in the notice and shall, upon request, provide the Client Partner with a written report on the Services rendered to the time of termination.
 - c. Except for any such report, AAG shall not perform any further Services subsequent to the effective date of termination.
 - (2) Upon Default;
 - a. The Client Partner may terminate this Agreement by providing written notice of termination to AAG, without prejudice to any other right or remedy the Client Partner may have, if AAG at any time:
 - i. fails to comply with any of the terms or conditions of this agreement within thirty (30) days of receiving written notice to so comply.
 - ii. breaches any of the warranties and representations given herein to the Client Partner, or



- iii. is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of AAG, or if AAG ceases to carry on business in the normal course.

such termination to be effective on the date such notice of termination is received.

- b. AAG shall be liable to the Client Partner for any damages arising out of its default, including but not limited to the costs of the Client Partner having to advertise, locate and arrange for a replacement service provider.
 - c. The Client Partner shall, in the event of termination of this Agreement pay to AAG all amounts for completed work due to AAG in accordance with this Agreement, less any amounts which may be owing by AAG to the Client Partner. The Client Partner shall have no further liability of any nature whatsoever to AAG for any losses or damages suffered or sustained, either directly or indirectly, by AAG including, without limitation, loss of profit, as a result of the termination of this Agreement.
- (3) Automatically in the event that the Alberta Legislature brings into effect legislation that is fundamentally incompatible with the premises of this Agreement, or any relationship between the parties implied by the Agreement.

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force

20. If there is a change in circumstance caused by a Local or Provincial or Federal Government or Governmental body; then the Parties shall remain bound to this Agreement in as far as all work that has occurred; and the Client Partner shall be responsible to pay AAG for all work done to the date of change in circumstance as set out in this Agreement. If the Parties are not able to complete this Agreement as a result of the change in circumstance, the Client Partner is then relieved from making any further payment for that work which has not been undertaken, and the Client Partner and AAG agree that this Agreement shall be considered null and void beginning on the date of change in circumstance.

Notwithstanding the above paragraph, the Client Partner and AAG may mutually agree to work together to attempt to amend this Agreement to encompass the change in circumstance and to continue working together to complete the work required under this Agreement.

21. This Agreement shall be from April 1, 2024 to December 31, 2029, unless;
- (a) the Client Partner elects the 5-year extension through to December 31, 2034, on or before March 1st, 2028, or
 - (b) the Agreement is terminated in accordance with the terms of the Agreement, or unless extended with the mutual written consent of the parties for such term and for such consideration as mutually agreed to by the parties in writing.
22. Except as otherwise provided by this Agreement, if the Parties agree to an extension or renewal of this Agreement, the extension or renewal shall be subject to the terms and conditions that the Parties may prescribe to, including the considerations payable during any extension or renewal.



23. In the event of termination pursuant to Clause (19) of this Agreement, AAG shall be entitled to compensation as provided in the Agreement for the full value of the Services actually performed up to the effective date of termination of this Agreement. AAG shall be required to submit in writing, to the Client Partner, outlining in detail, what services have been completed.
24. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid registered mail, or sent by facsimile transmission addressed to the party to whom it is to be given at the address shown below, or such other address notified by the other party in writing:

If to the **Client Partner** at: Smoky Lake County
PO Box 310, 4612 McDougall Drive
Smoky Lake, AB T0A 3C0
To the attention of: Mitchel Bachelet, Chief Financial Officer
Facsimile #: 780-352-0101

If to **AAG** at: Accurate Assessment Group Ltd.
199 Pembina Road
Sherwood Park, Alberta T8H 2W8
To the attention of: Greg Berger, President
Facsimile #: 780-417-8714

Any notice shall:

- 1) If **delivered**, be deemed to have been given and received at the place of receipt on the date of delivery.
- 2) If transmitted by **facsimile** transmission, then it is deemed to have been given and received at the place of receipt on the next business day following the day of sending.
- 3) If mailed, be deemed to have been given and received at the place of receipt at the expiration of seven (7) business days after the mailing thereof. If the event of a postal disruption, such notices must either be delivered personally or sent by facsimile transmission.



IN WITNESS WHEREOF Smoky Lake County has affixed its seal under the hands of its officers authorized in that behalf this _____ day of _____, 2023.

SMOKY LAKE COUNTY
Mayor

(Seal)

SMOKY LAKE COUNTY
CAO

WITNESS

(Print Name and Title)

IN WITNESS WHEREOF AAG has affixed its seal under the hands of its officer authorized in that behalf this _____ day of _____, 2023.

ACCURATE ASSESSMENT GROUP LTD.
Greg Berger, President

(Seal)

WITNESS

PRINT



SCHEDULE “A”

SCOPE OF SERVICES

AAG’s Assessment and Geographic Information Systems (GIS) experience has enabled us to become familiar with Client Partner information and to understand the issues and challenges they face. We are continually coming up with innovative ways to increase the efficiency and effectiveness of our assessment procedures.

Assessment Procedures

Timeline	Data Integrity	Communication	
April	Inspection Plan AAG annually inspects all new developments and 20% re-inspection cycle including; field inspections market analysis calculation of assessments data entry and integration of information into CAMA lot & GIS System.	Notification of inspections to Ratepayers	
May		Respond to Ratepayer inquiries during assessment / tax notice mail out	
June		Request for Information (295 RFI) sent to income producing property owners	
July			
August		Communicate with Ratepayers during the inspection and analysis process	
September			
October			
November			
December		Facilitate quality control analysis and upload assessments into Milenet (ASSET)	Notify the County that ASSET is complete
January			
February			
March	Prepare for next year’s assessment process	AAG Council Presentation; discuss assessment impacts and future strategy	



AAG agrees to perform the following Statutory Performance Requirements:

- ✓ Be responsible for the provision of property assessment services in accordance with the Municipal Government Act.
- ✓ Provide assessment services in accordance with Provincial and County legislation and regulations, including applicable industry standards.
- ✓ Prepare assessments in accordance with the MGA and regulations and adhere to any other successor regulations, policies and guidelines as issued from Province of Alberta.
- ✓ Provide completed assessments to the County in compliance with the statutory timelines prescribed in the MGA and regulations.
- ✓ Provide assessment information as requested by the Minister of Municipal Affairs in compliance with the statutory reporting requirements prescribed in the MGA and regulations.
- ✓ Complete and submit assessments including Residential, Non-residential, Linear, M&E, Provincial, Industrial, County-owned, and Institutional to the Province in the required format and to the Client Partner in Excel format for completion of the assessment roll in accordance with the MGA.

AAG meets all standards set out by the Municipal Government Act and Regulations. We will prepare annual assessments in accordance with the valuation standards and timelines prescribed in the Municipal Government Act and the regulations passed pursuant to Section 322 of the Municipal Government Act (the “Legislation”).

Required reporting to the Assessment Shared Service Environment (ASSET), via Milenet, will be conducted. All subsequent reports generated from ASSET/Milenet will be reviewed by the appointed assessor. The assessor will hold meetings with the provincial audit department to ensure the assessment quality meets the standards as set out in the Matters Relating to Assessment and Taxation Regulation.

Reporting occurs as follows:

- ✓ Annual Milenet submissions – Assessments (ASSET testing before submission is made)
- ✓ Auditor consultation – throughout the Assessment Cycle

The Assessment data will be provided electronically to the Client Partner upon confirmation from the Provincial Auditors that the quality standards have been met.

We have familiarity with many of the third party municipal tax systems to integrate and share information as required for Provincial reporting requirements.



During the annual assessment cycle, AAG will utilize the following Assessment Procedures:

- ✓ Create supplementary assessments in accordance with the Client Partner's Bylaw's.
- ✓ During new construction we will use building plans to obtain preliminary construction information, as well as reviewing in the field and annual visits.
- ✓ Create assessments on all newly subdivided properties, including adjustments for road acquisitions (Client Partner & Alberta Transportation).
- ✓ Provide adjusted assessments for properties where there has been a change in the permitted use prescribed by the Client Partner's Land Use Bylaw.
- ✓ Review Non-Profit organizations
- ✓ Leave a call back card with our toll-free phone number where required.
- ✓ Display company identification on vehicles as well as providing picture identification.
- ✓ We are very proficient with CAMA lot software:
 - Recording all assessment data, including digital photographs and digital diagrams, record latitude/longitude of all improvements (improvement points, market land points and map points)
 - Provide remote access for viewing and printing
 - Creation of tables and code structures that will maximize consistency and accuracy
 - Provide information in nearly any electronic format or by hardcopy
 - Allow information to be exported for use in a Client Partner's GIS
 - Work closely with Compass Municipal Services to enhance the functionality of CAMA lot
- ✓ Completely review all forms of previous and current market transactions, utilizing land titles information as well as local real estate agents, appraisers and ratepayers.
- ✓ Provide conclusions of the market activity for the purpose of market value assessments and provide the Municipality with assessment base and tax shift analysis reports after each valuation year.
- ✓ Ensure all assessments have proper municipal assessment codes and comply with all reporting for the Assessment Shared Services Environment (**ASSET**) system meeting the legislated requirements and time lines.
- ✓ All assessment records for the Client Partner in the possession of AAG remain the property of the Client Partner.
- ✓ AAG, its authorized agents, employees or representatives, will not disclose or make known to any person at any time while this Agreement is in effect or at any time thereafter, any privileged matter or thing which comes to knowledge or is disclosed to AAG by reason of this Agreement, and shall retain all such knowledge as confidential in accordance with FOIP, unless AAG is expressly authorized by the Municipality, in writing, to disclose or make known the knowledge.



✓ We understand the different assessment needs that arise throughout the year, and therefore when required, we will provide representative(s) to be present for the following;

- After assessment notices are mailed out (Open House)
- Council meetings
- Administration meetings
- Public meetings
- Written opinions of value on tax recovery properties and road allowances
- Written opinions of value for Client Partner and/or School reserves

✓ In an advisory capacity, AAG will attend seminars, conference and educational courses relating to the assessment needs and requirements for the Client Partner. We will then advise administration and council about any changes in current assessment issues.

We will prepare annual assessments in accordance with the valuation standards and timelines prescribed in the Municipal Government Act and the regulations passed pursuant to Section 322 of the Municipal Government Act (the "Legislation"). AAG utilizes various tools in property valuation. These are:

- ✓ Market Modified Cost Approach
- ✓ Multiple Regression Analysis
- ✓ Direct Comparison Approach
- ✓ Income Approach
- ✓ Alberta Farmland Assessment Manual
- ✓ Machinery & Equipment Minister's Guidelines
- ✓ Alberta 2001 Metal Buildings Cost Manual
- ✓ Marshall & Swift
- ✓ Alberta Construction Cost Reporting Guide (CCRG)



As outlined in the Municipal Government Act property type definitions are as follows:

Residential (20% - 5 year Re-inspection cycle)

Part 9 Division 1 section 297

(4) *In this section,
(c) "residential", in respect of property, means property that is not classed by the assessor as farm land, machinery and equipment or non-residential as well as matters relating assessment and taxation regulation.*

- ✓ Valuation standard for residential properties is Market Value.
- ✓ Value properties using a market-modified cost approach.
- ✓ Visually inspect identified properties, checking additions or deletions and verifying current assessment information.
- ✓ Provide adjusted assessments for all removed or demolished improvements.
- ✓ Provide adjusted assessments relating to designated manufactured homes moved in and out of the jurisdiction, if applicable.
- ✓ Verify and document, annually, all sales information including inspections or interviews of property owners as required.
- ✓ Physical data is collected in the field and analyzed using mass appraisal techniques.
- ✓ Properties that fall into this category are typically single family dwellings, residential condo's, manufactured homes, etc.

Non-Residential (20% - 5 year Re-inspection cycle)

Part 9 Division 1 section 297

(4) *In this section,
(b) "non-residential", in respect of property, means linear property, components of manufacturing or processing facilities that are used for the cogeneration of power or other property on which industry, commerce or another use takes place or is permitted to take place under a land use bylaw passed by a council, but does not include farm land or land that is used or intended to be used for permanent living accommodation;*

- ✓ Valuation standard for non-residential properties is Market Value.
- ✓ Value properties using all three accepted approaches to value (Direct Sales, Income, Cost using Marshall and Swift).
- ✓ Properties that fall into this category are typically retail, office, warehouse, golf courses, hotels and motels, etc.
- ✓ Visually inspect identified properties, looking for signs of change including tenant/improvement changes, additions, deletions, and conduct interior inspections as required and verifying current assessment information.
- ✓ Annually request and review all income information relating to income producing properties.
- ✓ Provide adjusted assessments for all removed or demolished improvements.
- ✓ Verify and document, annually, all sales information including inspections or interviews of property owners as required.



Farmland (20% - 5 year Re-inspection cycle)

Part 9 Division 1 section 297

(4) In this section,

(a) "farm land" means land used for farming operations as defined in the regulations;

- ✓ Valuation standard for farmland properties is Agricultural Use Value.
- ✓ Value properties using the Alberta Farmland Assessment Manual.
- ✓ Review farmland properties that experience change of ownership, subdivisions or any property that has been brought to our attention.
- ✓ Properties will be examined for status changes, brushing, clearing or any other physical change to the land.

Machinery & Equipment (Industrial) (20% - 5 year Re-inspection cycle)

Part 9 Division 1 section 297

(4) In this section,

(a.1) "machinery and equipment" does not include

(i) anything that falls within the definition of linear property as set out in section 284(1)(k), or

(ii) any component of a manufacturing or processing facility that is used for the cogeneration of power;

- ✓ Valuation standard for machinery and equipment is calculated in accordance with the procedures set out in the Alberta Machinery and Equipment Assessment Minister's Guidelines established and maintained by the Department of Municipal Affairs, as amended from time to time.
- ✓ Machinery and equipment properties are the components or equipment within commercial and industrial properties where manufacturing or processing takes place. In an Urban environment, these properties include, but are not limited to, food processing facilities, grain and fertilizer handling facilities, bakeries and butcher shops.
- ✓ Machinery and equipment property includes such things as storage tanks, mixers, grinders, ovens, or other equipment and components.
- ✓ Additions and deletions of industrial inventory recorded and maintained in CAMA lot throughout the assessment year.
- ✓ Consultation with Assesseees, including any responses from the Request for Information (RFI) letters and annual company Renditions.
 - AAG has extensive experience and an excellent working relationship with industry. We will confer with company representatives, and/or tax agents, as required we will also perform the re-inspection of properties.

Specialty Plants - Unique Properties Valuation (Re-inspection when applicable)

- ✓ Conduct all assessments in accordance to the Minister's guidelines, Municipal Government Act and Construction Cost reporting Guide.
- ✓ Review all Specialty Plants (Unique Properties Valuation) within the jurisdiction on a yearly basis to ensure the accuracy of assessed values.
- ✓ Consultation with Assesseees, including mail-out Request for Information (RFI) letters and annual company Renditions (where applicable).
- ✓ Consult with the tax representative checking for any assessment related changes including additions and deletions of facility machinery and equipment and/or buildings and structures.



Specialty Plants - Unique Properties Valuation (Re-inspection when applicable)

The DIP assessment services for your municipality were integrated by Alberta Municipal Affairs on July 1, 2019. DIP accounts for a significant portion (35%) of the total municipal assessment base in Smoky Lake County.

Therefore, it is necessary the municipality understands the annual preparation of DIP assessments and how this information is integrated into the municipalities CAMA and taxation system.

AAG provides the following scope of services:

✓ **Designated Industrial Property Linear Assessment GOA Data Package**

- Import and balance the GOA CAMA system assessment values into the municipal CAMA lot system.
- Provide municipal staff a comprehensive identification of changes required in the municipalities tax system.
 - New Accounts, Cancelled Accounts, Ownership Changes, Taxable Status
- Provide the above services both for the annual assessment and any future amended assessment revisions within the taxation year.

✓ **Designated Industrial Property Non-Linear GOA Data Package**

- Import and balance the GOA CAMA system assessment values into the municipal CAMA lot system.
- Provide municipal staff a comprehensive identification of changes required in the municipalities tax system.
 - New Accounts, Cancelled Accounts, Ownership Changes, Taxable Status, Legal Location Changes
- Provide the above services both for the annual assessment and any future amended assessment revisions within the taxation year.

✓ **AAG's Industrial Property Identification**

- We will share any information related to the DIP assessment process with CIPA.

✓ **Communication**

- As a *Trusted Advisor*, AAG will ensure effective communication with your council and administration. This includes providing clarification for any questions regarding the assessment of DI property in Alberta.



ASSESSMENT COSTS

Residential, Non-Residential and Farmland Assessment costs are subject to change based on the number of parcels in the previous year’s parcel count as outlined in Section 4.

Estimated costs only.

Assessment Year	Residential, Non-Residential, Farmland						Industrial Property Assessment Services (IPAS)		Estimated Contract Total
	Re-Inspection Cycle Residential	Re-Inspection Cycle Non-Residential	Rate/Parcel	x	# of Parcels	= Sub Total	+	IPAS	
2024	20%	20%	20.50	x	6,315	= \$129,457.50	+	\$7,700.00	\$137,157.50
2025	20%	20%	21.00	x	6,318	= \$132,678.00	+	\$7,800.00	\$140,478.00
2026	20%	20%	21.50	x	6,321	= \$135,901.50	+	\$7,900.00	\$143,801.50
2027	20%	20%	22.00	x	6,324	= \$139,128.00	+	\$8,000.00	\$147,128.00
2028	20%	20%	22.50	x	6,327	= \$142,357.50	+	\$8,100.00	\$150,457.50
2029 - Optional	20%	20%	23.00	x		=	+	\$8,200.00	
2030 - Optional	20%	20%	23.50	x		=	+	\$8,300.00	
2031 - Optional	20%	20%	24.00	x		=	+	\$8,400.00	
2032 - Optional	20%	20%	24.50	x		=	+	\$8,500.00	
2033 - Optional	20%	20%	25.00	x		=	+	\$8,600.00	

Schedule "B" Estimated Assessment Payment Schedule

Month	Amount
April 2024	\$11,427.50
May 2024	\$11,430.00
June 2024	\$11,430.00
July 2024	\$11,430.00
August 2024	\$11,430.00
September 2024	\$11,430.00
October 2024	\$11,430.00
November 2024	\$11,430.00
December 2024	\$11,430.00
January 2025	\$11,430.00
February 2025	\$11,430.00
March 2025	\$11,430.00
TOTAL	\$137,157.50

Plus GST

Proposal Form

To:

Smoky Lake County
4612 McDougall Drive
Box 310
Smoky Lake, AB T0A 3C0

Re:

Smoky Lake County – RFP: Assessment Services

In the matter of our proposal dated August 14, 2023 to which this form of offer forms an integral part prepared by Accurate Assessment Group Ltd., (the proponent) and submitted in response to a request for proposal issued by Smoky Lake County dated August 2, 2023 as amended, regarding the supply of Assessment Services. I am duly authorized by the Proponent to execute this Form of Offer. I solemnly declare and promise as follows:

1. Acknowledgement of Terms of Reference and Governing Law

I acknowledge that this RFP process will be governed by the specific Terms of Reference and Governing Law set out in this RFP, and that, among other things, the terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Smoky Lake County accepts the respondents offer in writing.

2. Proposal Validity

All statements and information that have been set out in the proposal are complete and accurate in all material respects. I consent pursuant to the Alberta Freedom of Information and Protection of Privacy Act, to the disclosure, on a confidential basis of the proposal to the County of Smoky Lake evaluation team and other advisers retained for the purpose of evaluating or participating in the evaluation of the proposal.

I have carefully examined this RFP and have a clear and comprehensive knowledge of the deliverables required. I represent and warrant the Proponents ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

3. Proposed Pricing

Annual fee:

2024	\$137,157.50	(estimated annual costs)
2025	\$140,478.00	(estimated annual costs)
2026	\$143,801.50	(estimated annual costs)
2027	\$147,128.00	(estimated annual costs)

Smoky Lake County
Assessment Services RFP 2023
2028 \$150,457.50 (estimated annual costs)

Optional Extensions:

5 year optional extension

Additional Charges not included in the Base Fee (if applicable)

Hourly Rate - \$175.00

Mileage Rate - \$0.60/km

Expenses - at receipted cost

The individual to be named Assessor:

Name of Individual: Bob Daudelin, AMAA
Brief Description of qualifications and experience Bob has been working in the assessment field since 1996 and joined AAG a year and a half later. He specializes in residential and non-residential properties. Bob also participates in the ongoing integration of assessment information in Geographic Information Systems (GIS) for AAG.

5. References (name, municipality, contact information)

1. County of St. Paul - Sheila Kitz, CAO email: skitz@county.stpaul.ab.ca
2. Brazeau County - Colin Swap, Director Corporate Services email: cswap@brazeau.ab.ca
3. Town of Bonnyville - Renee Stoyles, General Manager of Corporate Services email: rstoyles@town.bonnyville.ab.ca

6. Proposed Contract

Attached is the proposed contract.

7. Conflict of Interest

I hereby confirm that there is not now, nor was there in the past any actual or potential Conflict of Interest relating to the preparation of this proposal, nor do I foresee any actual or potential conflict of interest in performing the contractual obligations contemplated in the RFP.

August 14, 2023
Date

Witness or Seal

Signature of Respondent Representative

Bob Daudelin, AMAA , Assessment Specialist
Respondents Representative Name and Title

Accurate Assessment Group Ltd.

Company

August 14, 2023
Date



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.3

Topic: FCSS Applications

Presented By: Brenda/Finance

Recommendation:

That Smoky Lake County approve to allocate funding from the 2023 Family and Community Support Services (FCSS) Grant budget in accordance with Policy NO. 08-17-01: Family and Community Support Services (FCSS) grant as follows:

\$2,500 to Smoky Lake Minor Hockey Association for the Respect in Sport Trainer/Safety and Coaching Program

Background:

There is currently \$8,127 in FCSS funding available to grant out plus an additional \$3,149 that will be provided in October. The administration time spent to manage the program costs about \$2,000 thus far, leaving approximately \$9,000 to grant out.

The Smoky Lake Minor Hockey Association has requested \$2,500 for the respect in sports program. to launch the Green Thumbs & Golden Needles Program. The program will facilitate activities that provide an opportunity for seniors and younger members of the community to share topic.

Benefits:

The program will support volunteer coaches and referees keeping hockey safe and respectful

Disadvantages:

none

Alternatives:

Approve a different amount or nothing.

Financial Implications:

\$9,000-11,000 available to grant out

Legislation:

The funds granted are from the FCSS grant under the Family and Community support Services Act. Smoky Lake County Policy 08-17-01 provides the guidelines for granting funds.

Intergovernmental:

n/a

Strategic Alignment:




Request for Decision (RFD)

n/a

Enclosure(s):

A: Smoky Lake Minor Hockey application

Signature of the CAO: _____

SMOKY LAKE COUNTY



Title: Family and Community Support Services (FCSS) Grants		Policy No.: 17-02
Section: 08	Code: P-S	Page No.: 1 of 7 E

Legislation Reference:	<i>Family and Community Support Services Act</i>
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Purpose:	To provide a consistent method for Smoky Lake County to award Family and Community Support Services (FCSS) Grant funding to various non-profit volunteer service organizations that support preventive social initiatives within the community.
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Policy Statement and Guidelines:

1. STATEMENT:

1.1 Smoky Lake County will manage its FCSS program in compliance with statutory requirements and operate in accordance with the Act and regulations thereto.

1.2 The County recognizes investments made in organizations that provide preventive social initiatives under the Family and Community Social Services program will benefit the entire community.

1.3 The County will establish an annual budget to assist non-profit organizations to operate their program or services providing these are within the FCSS Act and regulations.

1.4 The County has the authority to set funding deadlines.

2. DEFINITIONS:

2.1 "Act": means the Family and Community Support Services Act (RSA 2000).

2.2 "County": means Smoky Lake County Council or the Family and Community Services (FCSS) Committee.

2.3 "Outcomes": means the benefits, impact or changes for individuals, families, communities, or populations during or after participating in program activities. They are influenced by a program's outputs. Outcomes may relate to knowledge, attitudes, values, skills, behavior, condition, status or other attributes. They are what participants know, think, or can do; or how they behave; or what their condition or status is, that is different following the program.

Title: Family and Community Support Services (FCSS) Grants		Policy No.: 17-02
Section: 08	Code: P-S	Page No.: 2 of 7 E

Policy Statement and Guidelines:

3. GUIDELINES:

- 3.1 Organizations must be non-profit and must operate within the Smoky Lake County region.
- 3.2 Services and programs provided by the organization must fall within the mandate of preventive social services as outlined in the Provincial FCSS Act and Regulations.
- 3.3 The applicant must demonstrate that the funds will be used to:
 - 3.3.1 help individuals develop independence and strengthen coping skills.
 - 3.3.2 develop awareness with regards to social needs.
 - 3.3.3 develop interpersonal and group skills.
 - 3.3.4 help communities assume responsibilities and actions which affect them.
 - 3.3.5 provide supports that help sustain people as active participants in the community.
- 3.4 Granted funds **must be used** prior to December 31 of the granting year or returned to Smoky Lake County.
- 3.5 Unexpended or returned FCSS program funds shall be made available to other programs or projects.

4. PROCEDURES:

- 4.1 Each non-profit organization must apply for funding by submitting **Schedule "A": Smoky Lake County - FCSS Grant Application.**
- 4.2 The Finance Manager shall review the application to ensure that it meets the criteria established by the FCSS Act and FCSS Regulations.
 - 4.2.1 Incomplete applications will be returned to the applicants and shall be reconsidered by County administration if funds are available and time allow before the deadline.
- 4.3 All completed application(s) shall be presented to a County Meeting.
- 4.4 County Council shall review the application(s) to determine an amount, if any to be granted.
 - 4.5 The successful grant recipient shall submit a final accounting as per Schedule **"B": Smoky Lake County - FCSS Program Evaluation Report** and **Schedule "C" – Smoky Lake County - FCSS Financial Report** upon completion of the program or prior to December 31 of current year. Failure to provide a final accounting may result in future grant rejection.

Title: Family and Community Support Services (FCSS) Grants		Policy No.: 17-02
Section: 08	Code: P-S	Page No.: 3 of 7 E

<p>Policy Statement and Guidelines:</p> <p>4.6 FCSS Funding applicants shall have the right to appeal funding decisions to Council.</p> <p>4.7 At any time, the County may request non-profit organizations, who have received funding to make a presentation to Council.</p>
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	Date	Resolution Number
Approved	August 22, 2012	# 718-12 - Page 10122
Amended	December 16, 2021	
Amended		

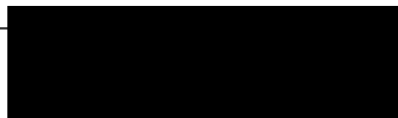
6. Please select the main strategic social outcome the program will attain.
- Individuals experience personal well being
 - Individuals are connected with others
 - Children and youth develop positively**
 - Healthy functioning within families
 - Families have social supports
 - The community is connected and engaged
 - Community social issues are identified and addressed
7. Will the program be carried out by staff or volunteers? Volunteers
8. What indicators of success will you use? How will you know the program has been successful? What is your outcome statement? We will know we have been successful by enjoying a constructive, educational and fun hockey season. We will know we have been successful when both players, coaches and other volunteers work together to enjoy the hockey season.
9. What measurement tool will you use to measure success? (survey, interview, documentation review, observation, focus group, or case studies) Survey and Observation

I declare that

- ✓ I am a duly authorized representative having legal, financial, and /or executive signing authority for the above noted organization.
- ✓ The project will benefit the general community and not specific individuals/families..
- ✓ A final budget report indicating the project's expenses and revenues will be provided to the County no later than 60 days after the grant year end (December 31).
- ✓ A final evaluation form will be provided to the County no later than 60 days from the stated completion date.
- ✓ Any unused funding will be returned to Smoky Lake County.
- ✓ Any changes to the project including extensions must have written approval from the County.

Name: Kelly Montgomery

Signature: _____



Position: Secretary

Date: September 5th, 2023



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.4

Topic: **Power + Electricity Program 2025-2029**

Presented By: Brenda Adamson, Finance Manager

Recommendation:

That Smoky Lake County enter into the following agreements:

Power+ Agreement with Alberta Municipal Services Corporation for the provision of buying electricity.

Power + Retail Services agreement with Alberta Municipal Services Corporation for the provision of retail services.

Transaction Confirmation Agreement to purchase Fixed Baseload electricity at price of \$0.0695 per kWh plus retail services fee for \$0.01315 per kWh and Procurement fee \$0.0135 per kWh from January 1, 2025, to December 31, 2029

Background:

AB Munis has contracted a block of electricity at a special rate for Jan 1, 2025 to Dec 31, 2029:

Actual rate	\$0.0695 per kWh
procurement fee of	\$0.00315
retail services fee of	0.00315
total	\$0.0758 per kWh. (7.58 cents per kWh)

For comparison purposes, we have a contract to pay .05682 per kWh until December 31, 2024. The Highway 28/63 contracted a rate of .09754 in may which was substantially less than the non-contract prices previously being paid.

We were notified of this opportunity on September 7, 2023. Due to time restraints on acceptance of the offer, an email was sent to Council that day to see if they wanted to participate.

Although there was discomfort with a 5-year commitment, general consensus from Council was to proceed. Albert Munis was notified, and a contract has been provided attached.

Benefits:

- Hedges against inflationary increases
- Provides stability for budgeting.

Disadvantages:

- This is a longer-term commitment.
- Electricity needs could change.
- Electricity purchased over the block that has been allocated would be at the market price.

Alternatives:

Do not sign the contract.

Financial Implications:

There are no current budget implications.

Legislation:

n/a



Request for Decision (RFD)

Intergovernmental:

n/a

Strategic Alignment:

n/a

Enclosure(s):

- Power + Agreement
- Power + Retail Services Agreement
- Transaction Confirmation

Signature of the CAO: 

Power+

Agreement

Between:

Alberta Municipal Services Corporation (AMSC)

AND

Smoky Lake County



POWER + AGREEMENT

BETWEEN:

THE ALBERTA MUNICIPAL SERVICES CORPORATION
(a corporation duly incorporated in the Province of Alberta)
(hereinafter “AMSC”)

OF THE FIRST PART
-and-
SMOKY LAKE COUNTY
(hereinafter “Participant”)

OF THE SECOND PART

INTRODUCTION:

- A. AMSC is a subsidiary of the Alberta Urban Municipalities Association (“**Alberta Municipalities**”), an organization which represents municipalities within Alberta;
- B. AMSC provides services to members of Alberta Municipalities including retail electricity and energy management services pursuant to the terms of a retail services agreement, a form of which is attached to this Agreement as Schedule “D” (the “**Retail Services Agreement**”).
- C. AMSC will be administering, as the Buying Group Lead, a public procurement process to secure a Long-Term Electricity Purchase and Green Power (as applicable) on behalf of the Aggregated Customers (the “**Buying Group**”);
- D. The Parties recognize that a collective purchasing approach to the procurement of long-term fixed price electricity may (the “**Objectives**”):
 - a) allow for a reduction in electricity pricing from increased buying power and removing layers of intermediaries which may result in reduced costs for Aggregated Customers;
 - b) allow for more stable budgeting for Aggregated Customers due to the long-term, fixed-price nature of the procurement, reducing risk to Aggregated Customers arising from volatile electricity prices;
 - c) result in enhanced administrative efficiency for Aggregated Customers due to shared transaction costs, and for suppliers of electricity in reducing the number of separate commercial transactions.
- E. The Participant wishes to participate in the Buying Group as an Aggregated Customer to achieve the Objectives and wishes to appoint AMSC as the Buying Group Lead as set out in this Agreement;
- F. The Participant has received all necessary authorizations, and passed the necessary by-laws or resolutions, as the case may be, to permit the Participant to enter into this Agreement and to participate in the Buying Group as an Aggregated Customer in accordance with the provisions of this Agreement (the “**Approval Documents**”);
- G. The Participant has indicated its intent to participate in the Buying Group to AMSC and AMSC has accepted the Participant's participation in the Buying Group;
- H. The Parties wish to enter into this Power+ Agreement (“**Agreement**”) setting forth their respective obligations concerning their involvement in the Buying Group and the Long-Term Electricity Purchase.

In consideration of the mutual terms and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Capitalized words and phrases, whenever used in this Agreement, have the meanings set out in Schedule “A” to this Agreement.

2. PARTICIPATION IN BUYING GROUP

- 2.1. The Participant acknowledges and agrees that in entering into this Agreement it is agreeing to participate in the Buying Group and the Participant's participation in the Buying Group is at the discretion of AMSC.
- 2.2. In accordance with the terms of this Agreement and the parameters of the Buying Group set out in Schedule “C” (the “**Buying Group Terms**”), the Participant consents to the appointment of AMSC as the Buying Group Lead.
- 2.3. The Participant represents and warrants that it is eligible to participate in the Buying Group and has complied with, and will continue during the Term of this Agreement to comply with, the Buying Group Terms.

3. SCOPE OF SERVICES

- 3.1. The Procurement Services to be performed by AMSC include:
 - a) conducting a public procurement process via the Alberta Purchasing Connection portal for a Long-Term Electricity Purchase and the purchase of Green Power (as applicable) on behalf of Aggregated Customers including the Participant;
 - b) entering into negotiations with those proponents that submitted proposals in response to the public procurement process that AMSC has deemed, in its sole discretion, to be the most suitable to meet the Electricity Requirement and Green Power Requirement of the Aggregated Customers; and,
 - c) entering into a Contract with the Selected Supplier(s) setting out the terms and conditions for the Long-Term Electricity Purchase and purchase of Green Power (as applicable) to be managed by AMSC through the Retail Services Agreement.
- 3.2. AMSC will not be obligated to complete the Procurement Services if it determines in its discretion that:
 - a) there is not a sufficient number of Aggregated Customers or the Aggregated Customers' Electricity Requirements are not sufficient to warrant conducting the public procurement; or

- b) there are no suitable proposals submitted in response to the public procurement process; or
- c) AMSC was unable to negotiate a suitable Contract with a Selected Supplier.
- 3.3. In the event that AMSC does not enter into a Contract with a Selected Supplier, AMSC will notify the Aggregated Customers of the inability to complete the Procurement Services and that this Agreement and the Retail Services Agreement (in so far as it relates to this Agreement) are terminated and neither Party will have any further obligation or liability to the other in respect of either this Agreement or the Retail Services Agreement (in so far as it relates to this Agreement). For clarity, nothing in this Section 3.3 shall have the effect of terminating the Retail Services Agreement between AMSC and the Participant in relation to any other services that AMSC provides to the Participant.
- 4. SCOPE OF AUTHORITY**
- 4.1. In performing the Procurement Services, AMSC, as the Buying Group Lead, is authorized to enter into a Contract to meet the Electricity Requirement of the Participant for the Electricity Term provided that the price for any equivalent period of time does not exceed the Electricity Maximum Price.
- 4.2. The Participant also has the option to receive Green Power for all or a portion of its Electricity Requirement. If the Participant has indicated in Schedule "B" that it would like to receive Green Power, the Participant authorizes AMSC to acquire Green Power on behalf of the Participant for the Green Power Term, provided that the price does not exceed the Green Power Maximum Price.
- 4.3. In performing the Procurement Services, if, as a result of bids received during the public procurement process, AMSC determines, in good faith and acting reasonably, that an adjustment to the Participant's Electricity Requirement will benefit the Participant by decreasing the estimated unit cost of electricity and/or reducing energy cost exposure to the Participant, then AMSC will deliver notice to the Participant, in writing, of the proposal for an adjusted Electricity Requirement (the "**Adjusted Electricity Requirement**"). The Participant will be provided five (5) Business Days to authorize and instruct AMSC, in writing, to utilize the Adjusted Electricity Requirement instead of the Electricity Requirement in Schedule "B". If the Participant does not provide authorization within five (5) Business Days of receipt of the notice, AMSC will proceed with the Electricity Requirement in Schedule "B". If the Participant elects to utilize the Adjusted Electricity Requirement in accordance with this Section, the Green Power Requirement (as applicable) will be adjusted proportionally by the same percentage (the "**Adjusted Green Power Requirement**") Provided that AMSC is acting reasonably and in good faith, the Participant shall not have any claim against AMSC in respect of the Adjusted Electricity Requirement or Adjusted Green Power Requirement nor is AMSC liable to the Participant for any additional costs, fees, expenses, or otherwise that the Participant may experience arising from adjustments under this Section.
- 4.4. If the Participant elects to utilize the Adjusted Electricity Requirement and Adjusted Green Power Requirement (as applicable) in accordance with Section 4.3, any reference to Electricity Requirement and Green Power Requirement in this Agreement will refer to the Adjusted Electricity Requirement and Adjusted Green Power Requirement, as the case may be.
- 4.5. Should AMSC be successful in procuring a Long-Term Electricity Purchase and/or Green Power, AMSC will charge the Participant for electricity and Green Power purchased under this Section in accordance with the terms of the Retail Services Agreement.
- 4.6. The Participant acknowledges and agrees that the Long-Term Electricity Purchase Price is dependent on the outcome of the public procurement process conducted by AMSC and the resulting Contract with the Selected Supplier(s). AMSC has complete authorization and discretion to agree to a Long-Term Electricity Purchase Price, provided that AMSC will be required to select the lowest price or combination of prices that result in the lowest equivalent price subject to acceptable risk protection to achieve the Aggregated Customers' Electricity Requirements, to be determined by AMSC in its sole discretion, that is less than or equal to the Electricity Maximum Price.
- 4.7. The Participant acknowledges and agrees the availability of Green Power, and the Green Power Purchase Price, is dependent on the outcome of the public procurement process conducted by AMSC and the resulting Contract with the Selected Supplier(s). AMSC has complete authorization and discretion to:
- enter into a Contract with Selected Supplier(s) which does not include the supply of Green Power; or,
 - agree to a Green Power Purchase Price, provided that it is less than or equal to the Green Power Maximum Price.
- 4.8. Once a Contract is signed with the Selected Supplier(s), the Long-Term Electricity Purchase Price and Green Power Purchase Price (as applicable) will be recorded in a Transaction Confirmation under the Retail Services Agreement and provided to the Participant.
- 4.9. Notwithstanding the foregoing, the Participant acknowledges and agrees that AMSC as the Buying Group Lead may determine that no acceptable responses have been received in accordance with the public procurement process and AMSC is not obligated to enter into a Contract if there are no acceptable responses.
- 5. OBLIGATIONS OF AMSC**
- 5.1. AMSC will:
- perform the Procurement Services in accordance with the terms of this Agreement, for and on behalf of the Participant;
 - use reasonable marketing efforts in AMSC's discretion to attract Aggregated Customers in order to secure the benefits of a lower Long-Term Electricity Purchase Price;
 - perform market research and other due diligence as required to perform the Procurement Services;
 - honestly and diligently perform the Procurement Services in good faith and at all times exercise the professionalism, care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances;

- e) keep the Participant informed as to the status of the public procurement process, at the Participant's request;
 - f) provide notification of the outcome of the procurement process and resulting Long-Term Electricity Purchase Price and Green Power Purchase Price (as applicable);
 - g) deliver a copy of the fully executed Agreement to the Participant, with the Effective Date noted thereon; and,
 - h) comply with all Applicable Law.
- 5.2. Notwithstanding that the Term of this Agreement will continue until the end of the Electricity Term or the Green Power Term as the case may be, AMSC's obligation to perform the Procurement Services hereunder shall be complete and AMSC shall have no further obligation to the Participant in respect of the Procurement Services once AMSC enters into a Contract with the Selected Supplier(s).

6. OBLIGATIONS OF THE PARTICIPANT

- 6.1. The Participant will:
- a) obtain all required authorizations and Approval Documents to enter into this Agreement and as may be requested from time to time;
 - b) provide to AMSC all information required to allow AMSC to perform the Procurement Services, as may be requested by AMSC, including details regarding the Participant's Electricity Requirement and Green Power Requirement;
 - c) enter into the Retail Services Agreement and utilize AMSC as its exclusive Retailer of electricity throughout the Electricity Term; and,
 - d) comply with all Applicable Law.

7. FEES AND CONSIDERATION

- 7.1. In exchange for the provision of the Procurement Services, the Participant agrees to pay AMSC a program administration fee of \$0.00315/kWh (the "**Program Fee**"), to be added to the Long-Term Electricity Purchase Price for the Electricity Term and recovered in accordance with the terms of the Retail Services Agreement. For clarity, this fee only applies to the Electricity Requirement.

8. SUBCONTRACTORS

- 8.1. AMSC may engage or retain the services of any agent, contractor or other third party for purposes of providing the Procurement Services hereunder, provided such agent, contractor or third party is bound by all covenants and obligations of AMSC under this Agreement as they relate to the services being provided by such agent, contractor or third party.
- 8.2. The use of any agents, contractors or other third party by AMSC shall in no way relieve AMSC from its responsibility and obligation to provide the Procurement Services in accordance with the terms of this Agreement.

9. INFORMATION

- 9.1. All data and information, regardless of the format, provided by the Participant under this Agreement ("**Participant Information**") will remain the sole property of the Participant. AMSC will not disclose, use, sell, or provide Participant Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.
- 9.2. All data and information, regardless of the format, provided by AMSC to the Participant under this Agreement (the "**AMSC Information**") will remain the sole property of AMSC.

The Participant will not disclose, use, sell or provide AMSC Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. AMSC represents and warrants to the Participant:
- a) it is duly incorporated and will remain in good standing at all times during the performance of the Procurement Services;
 - b) it has the resources and experience to provide the Procurement Services to the Participant;
 - c) all necessary actions have been taken by AMSC to offer the Procurement Services to the Participant and to enter into this Agreement; and,
 - d) AMSC has complied with all obligations of the Buying Group Lead in accordance with the Buying Group Terms and Applicable Law.
- 10.2. The Participant represents, warrants and covenants to AMSC that:
- a) all necessary actions have been taken by the Participant, and all necessary Approval Documents have been obtained by the Participant, to accept the Procurement Services of AMSC and to enter into this Agreement;
 - b) the Participant has complied with all obligations of the Buying Group in accordance with the Buying Group Terms and Applicable Law;
 - c) all information submitted by the Participant to AMSC in connection with the Procurement Services is true and correct;
 - d) the Participant has and will at all times throughout the Term keep in strict confidence all information shared by AMSC including, without limiting the generality of the foregoing, this Agreement, the Long-Term Electricity Purchase, the Long-Term Electricity Price, the Green Power Purchase Price, marketing or sales materials, correspondence, or the like;
 - e) the Participant acknowledges and agrees that AMSC is not acting as a fiduciary or financial, investment or commodity trading advisor for the Participant and has not given the Participant (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the merits of this Agreement or the expected performance or result of this Agreement.
- ## 11. LIMITATION ON DAMAGES
- 11.1. In no event shall AMSC be liable to the Participant for:
- a) special, incidental or consequential damages; or
 - b) loss of sales, profits, production or output or loss of contracts or business interruptions; or
 - c) punitive damages;
- arising out of, or in connection to, this Agreement and AMSC's provision of the Procurement Services, however caused.
- ## 12. TERMINATION
- 12.1. The Participant may terminate this Agreement at any time, upon providing thirty (30) days' written notice to AMSC and paying the applicable Termination Fee set out in Section 12.2.
- 12.2. If the Participant terminates this Agreement:

- a) before AMSC conducts a public procurement for the Participant's Electricity Requirement and Green Power Requirement (as applicable), the Participant must pay AMSC a Termination Fee equal to the Program Fee multiplied by the Participant's Electricity Requirement for the first twelve (12) months of the Electricity Term;
 - b) at any time after AMSC conducts a public procurement for the Participant's Electricity Requirement and Green Power Requirement (as applicable), the Participant must pay AMSC a Termination Fee, calculated as:
 - (i) For electricity, the sum of the Program Fee and the Long-Term Electricity Purchase Price multiplied by the Participant's total remaining Electricity Requirement over the Electricity Term;
 - (ii) for Green Power, the Green Power Purchase Price multiplied by the Participant's total remaining Green Power Requirement over the Green Power Term.
- 12.3. AMSC may terminate this Agreement without penalty at any time before AMSC enters into a Contract with the Selected Supplier(s), upon providing thirty (30) days' written notice to the Participant.
- 12.4. AMSC may terminate this Agreement at any time after AMSC enters into a Contract with the Selected Supplier(s) in accordance with the terms of the Retail Services Agreement.
- 13. NOTICES**
- 13.1. All notices required under this Agreement must be in writing and delivered by registered mail, email, or fax to the following address:
- a) To AMSC at:
 Alberta Municipal Services Corporation
 Attention: Senior Director, Utility Services
 #300, 8616 51 Ave NW Edmonton, AB T6E 6E6
 Fax: 780-433-4454 Email: energy@abmunis.ca
 - b) To the Participant: Smoky Lake County
 Attention: Interim Chief Administrative Officer
 4612 McDougall Drive, Smoky Lake, AB T0A 3C0
 Email: lcieilin@smokylakecounty.ab.ca
- 13.2. Notices sent by registered mail will be deemed to have been received five (5) days after the date of mailing, provided there is no interruption in the postal service, in which case notice must be delivered by one of the other methods.
- 13.3. Notices sent by fax or e-mail shall be deemed to have been received on the Business Day following the date of transmission or delivery, as applicable.
- 13.4. Either Party may amend its address for notice by providing written notice to the other in accordance with this Section.
- 14. GENERAL**
- 14.1. All of the Schedules referred to in this Agreement are incorporated into and form part of this Agreement.
- 14.2. This Agreement and attached Schedules contain the entire understanding between the Parties and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties regarding the Long-Term Electricity Purchase and the Buying Group.
- 14.3. This Agreement may only be altered or amended by an agreement in writing, signed by both Parties.
- 14.4. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Parties.
- 14.5. This Agreement may only be assigned by the Participant with written consent from AMSC, provided that, such consent will not be required where the assignment results from the dissolution of a municipality in accordance with the *Municipal Government Act*. The Customer shall be and remain liable for all obligations to AMSC pursuant to this Agreement until such time as AMSC releases the Customer in writing.
- 14.6. AMSC may assign this Agreement without consent to an entity of similar or better capability and capacity, as determined by AMSC in its discretion acting reasonably, on the provision of thirty (30) days' notice. Upon such assignment, the assignee shall have all of the rights, duties, powers, privileges and liabilities which AMSC had prior to such assignment and upon such assignment AMSC shall be released from any and all liability pursuant to this Agreement.
- 14.7. If there is any conflict or inconsistency between the terms of this Agreement and the terms of the Retail Services Agreement, the terms of this Agreement shall prevail.
- 14.8. This Agreement will be interpreted and governed by the laws of the Province of Alberta and of Canada as amended from time to time.
- 14.9. Any legal proceedings arising directly or indirectly out of this Agreement will be litigated in the City of Edmonton in the Province of Alberta.
- 14.10. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any of the provisions are held to be invalid, the remainder of the Agreement will remain in full effect.
- 14.11. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination and remain in effect.
- 14.12. This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the Parties.
- 14.13. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original. All of the counterparts will be considered one document, and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to each other.

ACKNOWLEDGED AND AGREED by the Parties as of the Effective Date.

Participant

Per: _____
 Name: Lydia Cielin
 Title: Interim Chief Administrative Officer

Date: _____

AMSC

Per: _____
 Name: Dan Rude
 Title: Chief Executive Officer

Date: _____

SCHEDULE “A” DEFINITIONS

- a) “**Act**” means the *Electric Utilities Act*, SA 2003, c E-5.1, as amended;
- b) “**Adjusted Electricity Requirement**” has the meaning given to it in Section 4.3;
- c) “**Adjusted Green Power Requirement**” has the meaning given to it in Section 4.3;
- d) “**Aggregated Customers**” means the Participant together with other MUSH Sector Entities that agree to participate in the public procurement for a Long-Term Electricity Purchase and execute this Power+ Agreement with AMSC;
- e) “**Aggregated Customers’ Electricity Requirements**” means the aggregate of the Electricity Requirement for all of the Aggregated Customers, each of which may be adjusted in accordance with Section 4.3;
- f) “**Agreement**” means this Power+ Agreement and attached Schedules, as amended from time to time in accordance with Section 14.3;
- g) “**Alberta Electric System Operator**” is the operating name for the Independent System Operator, as defined in the Act;
- h) “**Alberta Municipalities**” has the meaning given to it in the recitals to this Agreement;
- i) “**AMSC**” means the Alberta Municipal Services Corporation;
- j) “**AMSC Information**” has the meaning given to it in Section 9.2;
- k) “**Applicable Law**” means all applicable laws, rules and regulations including, without limitation, all relevant legislation, regulations, bylaws, ordinances and trade agreements;
- l) “**Approval Documents**” has the meaning given to it in the recitals to this Agreement;
- m) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- n) “**Buying Group**” has the meaning given to it in the recitals to this Agreement;
- o) “**Buying Group Lead**” means the entity that will publish the procurement on behalf of the Buying Group and as of the date of this Agreement means AMSC;
- p) “**Buying Group Terms**” means the terms and conditions for the participation in the Buying Group, as set out in Schedule “C” to this Agreement;
- q) “**Contract**” means a contract with the Selected Supplier(s) for the Long-Term Electricity Purchase and/or Green Power executed by AMSC for the benefit of Aggregated Customers;
- r) “**Effective Date**” means the date on which AMSC executes this Agreement as noted by AMSC’s signing line;
- s) “**Electricity Maximum Price**” means \$0.0695 / kWh;
- t) “**Electricity Requirement**” means the volume of electricity, in MWh, to be procured by AMSC on behalf of the Participant over the Electricity Term, as set out in Schedule “B” to the Agreement, as may be adjusted in accordance with Section 4.3;
- u) “**Electricity Term**” means the period between the “Deal Start Date” and the “Deal End Date”, as specified in the Electricity Product Table in Schedule “B” to this Agreement;
- v) “**Green Power**” means a Renewable Energy Certificate;
- w) “**Green Power Maximum Price**” means \$0.03 / kWh;
- x) “**Green Power Purchase Price**” means the fixed price in \$/kWh of Renewable Energy Certificates to be supplied by the Selected Supplier(s) under the Contract;
- y) “**Green Power Requirement**” means the volume of Green Power to be procured by AMSC on behalf of the Participant over the Green Power Term, as set out in Schedule “B” to this Agreement, as may be adjusted in accordance with Section 4.3;
- z) “**Green Power Term**” means the period between the “Deal Start Date” and the “Deal End Date”, as specified in the Green Power Product Table in Schedule “B” to this Agreement;
- aa) “**kWh**” means a measure of electrical energy, a unit of work or energy, measured as 1,000 watts of power expended for one (1) hour;
- bb) “**Long-Term Electricity Purchase**” means the procurement of electricity to be supplied to the Participant on a financial basis from the Selected Supplier(s) who will flow the electricity to the Alberta Electric System Operator;
- cc) “**Long-Term Electricity Purchase Price**” means the fixed price, in \$/kWh, of electricity to be supplied to the Participant by AMSC”;
- dd) “**MUSH Sector Entity**” means a municipal corporation in the Province of Alberta, municipal organizations, school boards, and publicly-funded academic, health, and social service entities as well as any corporation or entity owned, controlled or financially-guaranteed by one or more of the preceding entities;
- ee) “**MWh**” means a measure of electrical energy, a unit of work or energy, measured as 1,000,000 watts of power expended for one (1) hour;
- ff) “**Objectives**” has the meaning given to it in the recitals to this Agreement;
- gg) “**Participant Information**” has the meaning given to it in Section 9.1;
- hh) “**Party**” means either AMSC or the Participant (as the context may require) and “**Parties**” means both AMSC and the Participant;
- ii) “**Procurement Services**” means all of the services performed by AMSC, for and on behalf of the Participant, as set out in Section 3.1, and any functions necessary and incidental to the performance of those services;
- jj) “**Program Fee**” has the meaning given to it in Section 7.1;
- kk) “**Renewable Energy Certificate**” means a credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of one (1) MWh of electrical energy as a result of the utilization of renewable energy technology certified under the Environmental Choice™ Program Standard for Sustainability for Renewable Low-Impact Electricity Products, UL 2854, or an agreed upon successor program, and evidenced by in certificate form. In the event that any government or non-government agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Renewable

Energy Certificates or their equivalent, the term Renewable Energy Certificate as used in this Agreement shall include the rights or benefits created or sanctioned under any such program or programs;

- ll) **"Retail Services Agreement"** means the form of agreement attached as Schedule "D" to this Agreement;
- mm) **"Retailer"** has the meaning set out in the Act;
- nn) **"Selected Supplier"** means the person(s) with whom AMSC has entered into a Contract for the Long-Term Electricity Purchase for the Electricity Requirement and/or

Green Power for the Green Power Requirement of the Aggregated Customers, in accordance with the public procurement process outlined in Section 3;

- oo) **"Term"** means the period from the Effective Date to the end of the Electricity Term or Green Power Term, whichever is later;
- pp) **"Termination Fee"** means the fee payable by the Participant if the Participant elects to terminate this Agreement, calculated in accordance with Section 12.2.

SCHEDULE "B"

Electricity Requirement and Green Power Requirement – Smoky Lake County

Electricity Product Table:

Product	Deal Start Date	Deal End Date
7x24	January 1, 2025	December 31, 2029

Electricity Volumes Table

(Volumes shown in MWhs. 1 MWh equals 1,000 kWh)

	2025	2026	2027	2028	2029
Jan	43.896	43.896	43.896	43.896	43.896
Feb	39.648	39.648	39.648	41.064	39.648
Mar	43.837	43.837	43.837	43.837	43.837
Apr	42.480	42.480	42.480	42.480	42.480
May	43.896	43.896	43.896	43.896	43.896
Jun	42.480	42.480	42.480	42.480	42.480
Jul	43.896	43.896	43.896	43.896	43.896
Aug	43.896	43.896	43.896	43.896	43.896
Sep	42.480	42.480	42.480	42.480	42.480
Oct	43.896	43.896	43.896	43.896	43.896
Nov	42.539	42.539	42.539	42.539	42.539
Dec	43.896	43.896	43.896	43.896	43.896
Total	516.840	516.840	516.840	518.256	516.840

*These volumes are subject to adjustment pursuant to Section 4.3 of the Agreement.

Green Power Product Table:

Product	Deal Start Date	Deal End Date
RECs		

Green Power Volumes Table

(Volumes shown in MWhs. 1 MWh equals 1,000 kWh)

	2025	2026	2027	2028	2029
Jan	0.0	0.0	0.0	0.0	0.0
Feb	0.0	0.0	0.0	0.0	0.0
Mar	0.0	0.0	0.0	0.0	0.0
Apr	0.0	0.0	0.0	0.0	0.0
May	0.0	0.0	0.0	0.0	0.0
Jun	0.0	0.0	0.0	0.0	0.0
Jul	0.0	0.0	0.0	0.0	0.0
Aug	0.0	0.0	0.0	0.0	0.0
Sep	0.0	0.0	0.0	0.0	0.0
Oct	0.0	0.0	0.0	0.0	0.0
Nov	0.0	0.0	0.0	0.0	0.0
Dec	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0

*These volumes are subject to adjustment pursuant to Section 4.3 of the Agreement.

SCHEDULE “C”

ALBERTA MUNICIPALITIES POWER+ BUYING GROUP TERMS

1. The Buying Group Lead shall be AMSC.
2. In order to qualify as an Aggregated Customer, an entity must meet the following criteria:
 - a. the entity is a MUSH Sector Entity; AND
 - b. the entity is a member of Alberta Municipalities; AND
 - c. AMSC has, in its sole discretion, approved the entity's participation in the Buying Group.
3. AMSC will ensure that the procurement will be conducted in accordance with all Applicable Law including but not limited to Chapter Five – Government Procurement, of the *Canadian Free Trade Agreement* and Article 14: Procurement, of the *New West Partnership Trade Agreement*.
4. AMSC’s request for proposals as published on the Alberta Purchasing Connection portal will list all Aggregated Customers.
5. Each Aggregated Customer will publish a notice of participation in the Buying Group on a recognized public procurement portal such as the Alberta Purchasing Connection portal.
6. The Buying Group shall be referred to in all notices published by AMSC or the Aggregated Customers that may be required as the “Alberta Municipalities Power+ Buying Group”.
7. All information disclosed to the Aggregated Customers as a result of their participation in the Buying Group shall be kept confidential by the Aggregated Customers.

SCHEDULE “D” RETAIL SERVICES AGREEMENT

Retail Services Agreement

Between:

Alberta Municipal Service Corporation (AMSC)

AND

Smoky Lake County

(the Customer)



RETAIL SERVICES AGREEMENT

Parties	Address for Notice
Alberta Municipal Services Corporation (“AMSC”)	Attention: 300, 8616 - 51 Avenue Edmonton, Alberta T6E 6E6 Fax: (780) 433-4454 Email: energy@abmunis.ca
Smoky Lake County (the “Customer”)	Attention: Interim Chief Administrative Officer P.O. Box 310 Smoky Lake, AB, T0A 3C0 Fax: Email: icielin@smokylakecounty.ab.ca

This Retail Services Agreement sets out the terms and conditions upon which AMSC will provide Retail Services to the Customer and arrange for the supply of Products on behalf of the Customer, in exchange for which the Customer will make payments to AMSC as set out in this Agreement.

This Agreement includes the following Schedules:

Schedule Number and Name	Applicable & Attached
Schedule 1 - General Terms and Conditions	<input checked="" type="checkbox"/>
Schedule 2 - Definitions	<input checked="" type="checkbox"/>
Schedule 3 - Retail Services and Standards	<input checked="" type="checkbox"/>
Schedule 4 - Community Related Organization Guarantee	<input checked="" type="checkbox"/>
Schedule 5 - Sample Form of Transaction Confirmation	<input checked="" type="checkbox"/>

This “Agreement” is comprised of this Cover Page, each of the Schedules, any Transaction Confirmation(s) and associated Pricing Schedule(s) and upon execution by AMSC and the Customer in the spaces provided below, will be binding on both AMSC and the Customer in accordance with its terms.

In the case of any conflict among the documents comprising the Agreement, the order of precedence, from highest to lowest, shall be as follows: Pricing Schedule(s), Transaction Confirmation(s), and then the Schedules included with this Cover Page.

CUSTOMER

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Per: _____

Name: Lydia Cielin

Name: Dan Rude

Title: Interim Chief Administrative Officer

Title: Chief Executive Officer

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

SCHEDULE 1 - General Terms and Conditions

The following General Terms and Conditions apply to the supply and sale of the Product(s) by AMSC in accordance with any Transaction Confirmation. All capitalized terms used in these General Terms and Conditions which are not otherwise defined will have the meaning set out in Schedule 2.

1.0. AMSC AS RETAILER OF RECORD

- 1.1. The Customer appoints AMSC as the Customer's exclusive Retailer of Record. AMSC agrees that it shall perform the Retailer of Record services required by the Settlement Code.
- 1.2. The Customer appoints AMSC as its agent during the Effective Period to deal with all applicable third parties on the Customer's behalf as may be necessary for AMSC to perform the Retail Services, and authorizes AMSC as its agent during the Effective Period to take such actions as AMSC deems necessary to satisfy its obligations under this Agreement.

2.0. TERM

- 2.1. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the duration of the Effective Period, unless terminated earlier in accordance with these Terms and Conditions.
- 2.2. AMSC will commence providing Retail Services on the Effective Date and will continue providing Retail Services to the Customer during the Effective Period, subject to the earlier termination of this Agreement.
- 2.3. AMSC will commence supplying Product(s) on the Deal Start Date set out in any applicable Transaction Confirmation, for the Customer's listed Sites, and will continue supplying Product(s) to the Customer until the Deal End Date specified in the applicable Transaction Confirmation, subject to the early termination of this Agreement or the applicable Transaction Confirmation.
- 2.4. All payment obligations, confidentiality obligations and indemnity obligations under this Agreement shall survive the termination or expiration, as the case may be, of the Agreement and shall continue in full force and effect between the Parties.

3.0. INFORMATION

- 3.1. Each Party shall make available to the other Party consumption data and any other available information referring to the amount of Product(s) required or supplied and other information pertinent to this Agreement. Each Party shall furnish the other Party with any desired information relative to prospective changes in the demand for or the supply of Product(s). AMSC shall be entitled to retain and use all information it receives relevant to this Agreement in respect of the Customer's consumption and billing records for the purposes of administering this Agreement including the provision of supplemental Energy Management Services. The particulars and charges for any Energy Management Services will be negotiated between the Parties and detailed in a separate agreement executed by the Parties.
- 3.2. The Customer agrees to supply to AMSC all information concerning the Customer or any of the Sites that may be required for purposes of the Settlement Code and Energy

Management Services and agrees that AMSC may use or disclose such information in accordance with the Settlement Code, or as reasonably required to implement and perform the Energy Management Services provided that a Customer is not identified through the end use of such information. Information used for Energy Management Services will be retained by AMSC to support future value-added services.

- 3.3. The Parties agree that, subject to Sections 3.1 and 3.2, the information supplied by any Party pursuant to this Agreement (the "**Confidential Information**") is commercial and financial information, the improper disclosure of which can be reasonably expected to harm the Party who owns such Confidential Information. No Party shall disclose the terms of this Agreement to a third party (other than such Party's employees, lenders, counsel, accountants, auditors or other advisors or its credit support provider's employees, lenders, counsel, accountants, auditors or other advisors) except in order to comply with the provisions of this Agreement, any applicable law, order, regulatory or exchange rule. Each Party shall notify the other Party of any proceeding of which it is aware that may result in any required disclosure and use reasonable efforts to prevent or limit such disclosure.
 - 3.4. Subject to Sections 3.1 and 3.2, each Party undertakes that unless it has received the prior written consent of the other Party (not to be unreasonably withheld), it will hold the Confidential Information in confidence, will not disclose any of the Confidential Information to any third party and will only use the Confidential Information for the purposes of this Agreement. Each Party acknowledges that unauthorized disclosure or use of Confidential Information belonging to the other Party could cause irreparable harm and significant injury to the other Party and as such, monetary damages may not be a sufficient remedy for any disclosure of the Confidential Information. Accordingly, each Party hereby agrees that the other will have the right to seek and obtain specific performance and/or injunctive relief to enforce these obligations in addition to any other rights and remedies it may have. Notwithstanding the foregoing, no Party will be liable for disclosure required by a court of law, government or regulating authority, or for purposes of a corporate audit. Each Party shall use reasonable efforts to inform the other Party of the demand for such disclosure thereby affording any other Party the opportunity to oppose the requirement for the disclosure.
- ### 4.0. USE OF ELECTRICITY AND NATURAL GAS
- 4.1. Electrical energy and natural gas sold hereunder shall be sold to the Customer free of all mortgages, charges, security interests, claims, liens and encumbrances. AMSC makes no other warranty, express or implied, statutory or otherwise, and AMSC specifically disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose or use. The Customer shall not permit any other persons to use the electrical energy or natural gas sold hereunder at any place other than at the Sites. Subject to use by any tenant at a Site, the Customer

shall not resell or otherwise dispose of any electrical energy or natural gas purchased hereunder.

- 4.2. AMSC is under no obligation to provide any services or to supply electrical energy or natural gas unless, at all times during the Deal Term:
- a) the supply of electrical energy or natural gas or the provision of services by AMSC and the facilities at each Site comply with the requirements of, and do not cause AMSC to be in breach of its licence or any applicable Law;
 - b) the Customer has in place the appropriate metering and related equipment as required by the Distribution Company and applicable Law; and
 - c) the Customer has all permits, licences, approvals or other instruments necessary for the receipt of electrical energy or natural gas at the Site(s).

5.0. RENDERING AND PAYMENT OF INVOICES

- 5.1. AMSC shall each month render an invoice to the Customer for the Charges.
- 5.2. Such invoice shall be due and payable as of the date of the invoice, and a late payment charge at a rate of 2% per month (24% per annum) compounded monthly applies from the date of the invoice. A grace period of twenty-one (21) calendar days from the date of the invoice is provided during which the late payment charge is waived if payment of such invoice is made in full within the grace period.
- 5.3. AMSC may give fifteen (15) Business Days' written notice to the Customer to pay all outstanding invoices, and in the event any of the invoices remain unpaid at the end of the said fifteen (15) Business Days' notice, without prejudice to any of its other remedies, AMSC may discontinue the sale of the Product(s) to the Sites for non-payment pursuant to Section 10.
- 5.4. In the event that the Parties have executed a separate netting agreement, the terms and conditions in that separate netting agreement shall prevail.

6.0. PRICE, FEES AND CHARGES

- 6.1. The Customer acknowledges that, in addition to all other amounts referenced in this Agreement, the Customer shall be responsible for and agrees to pay to AMSC (collectively the "Charges"):
- a) the Price under each Transaction Confirmation;
 - b) the Retail Service Charge (as applicable);
 - c) any Program Fee (as applicable);
 - d) any Procurement Fee (as applicable);
 - e) all Other Charges applicable to the supply of the Product(s);
 - f) any other fees or charges set out in each Transaction Confirmation; and,
 - g) applicable taxes.

7.0. FEE ESCALATION

- 7.1. The Retail Service Charge (as applicable) and Procurement Fee (as applicable) shall be subject to a one-time fee escalation which may be applied at the discretion of AMSC at one time during the course of the Effective Period. This one-time adjustment will be seventy-five (75%) percent of the cumulative (but not compounded) annual percentage increase in the CPI using 2024 as the baseline for determining the year over year CPI increase.

8.0. LIABILITY AND INDEMNITY

- 8.1. The Customer hereby agrees that, except for damage, injury or loss caused by the gross negligence of AMSC or its respective agents and employees acting within the scope of their employment, AMSC shall not be liable for any damage, injury or loss, howsoever caused, suffered by or occasioned to the Customer or to any person or property either on, or brought on to, any Site and, without limiting the generality of the foregoing, AMSC shall not be liable, save as aforesaid, for any damage, injury or loss caused by:
- a) the escape of electrical energy or natural gas brought onto or delivered to the Site(s);
 - b) the installation, maintenance and operation or failure of operation of the equipment owned or used by or for the benefit of the Customer, or any Distribution Company; and,
 - c) any event or circumstance that interrupts or constrains AMSC's access to or use of the transmission system or any distribution system.
- 8.2. The Customer is liable for and hereby undertakes, except for damage, injury or loss occasioned by the gross negligence of AMSC or its agents and employees acting within the scope of their employment, to indemnify and save harmless AMSC and its contractors, agents and employees against any and all claims and demands which may be made against it or them as a result of any damage, injury or loss, howsoever caused, suffered by or occasioned to any person or property either on, or brought on to, the Sites.
- 8.3. Notwithstanding anything to the contrary expressed in this Agreement, AMSC shall not be liable for, and the Customer shall not pursue, any claim for damage, injury or loss of a consequential nature or any claim for damage, injury or loss resulting from the loss of sales, profits or production or output from the Customer's business at the Sites, howsoever caused.
- 8.4. The Customer agrees to indemnify and save harmless AMSC from any and all costs, including legal fees and disbursements on a solicitor and own client full indemnity basis, incurred by AMSC in connection with the enforcement of this Agreement.
- 8.5. Each Party agrees that it has a duty to mitigate damages and agrees that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.
- 8.6. If no remedy or measure of damages is expressly provided in this Agreement or in a Transaction Confirmation, a Party's liability is limited to direct actual damages only as the sole and exclusive remedy of that Party. Further, the Customer acknowledges and agrees that AMSC's liability is expressly limited to the total amount of the Retail Service Charge paid by the Customer under this Agreement up to the date of the event giving rise to such liability.
- 9.0. TAXES**
- 9.1. The Customer agrees to pay to AMSC goods and services taxes, value added taxes and any other taxes or governmental charges that are applicable to the Charges under this Agreement and such payments shall be made in accordance with Section 5 of this Agreement.
- 10.0. EVENTS OF DEFAULT OF THE CUSTOMER**

10.1. The occurrence of any of the following events constitutes an event of default ("**Customer Event of Default**") with respect to the Customer:

- a) failure of the Customer to make any payment when due under this Agreement and such failure is not remedied within the time specified in Section 5;
- b) failure of the Customer to observe and perform its other obligations in accordance with this Agreement if the failure is not remedied on or before fifteen (15) Business Days after notice of such failure is given;
- c) the Customer assigns this Agreement without obtaining AMSC's consent in accordance with Section 20;
- d) the Customer becomes insolvent or is generally not paying, or admits in writing its inability to pay its debts as they become due;
- e) the Customer files or consents to the filing of any petition or action seeking relief under any federal, provincial, or foreign bankruptcy, insolvency, reorganization, winding up, readjustment of debts or other similar law;
- f) the Customer makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of or taking of possession of any of the Customer's assets by a custodian, receiver, bailiff, receiver-manager, trustee, liquidator or other entity with similar powers; or,
- g) the Customer removes all Sites from the Agreement or removes AMSC as its Retailer of Record for all Sites during the term of this Agreement, without consent from AMSC, which is not remedied on or before fifteen (15) Business Days after receipt of written notice from AMSC.

10.2. If a Customer Event of Default has occurred, AMSC may:

- a) immediately discontinue the supply and sale of some or all of the Products;
- b) terminate this Agreement or any one or more Transaction Confirmation, with such termination taking effect on the day of delivery of notice of such termination, provided that the Customer shall be obligated to pay AMSC the Charges for the discontinued Products up to and including the date of discontinuance of sale or termination; and,
- c) in the event that such Customer Event of Default impacts the supply of, or any other matter in respect of the Power+ Product, terminate the Power+ Agreement.

10.3. In addition to all other remedies in this Agreement, in the event that this Agreement is terminated for a Customer Event of Default, the Customer agrees to pay to AMSC the Liquidated Damages in accordance with Section 12.

10.4. The termination of all or a portion of this Agreement shall not affect or limit any of the obligations of the Customer accruing up to the date of termination or any ongoing obligations pursuant to any portion of this Agreement that is not terminated by AMSC.

10.5. The provisions of this Section 10 shall survive the termination of this Agreement to the extent required to rectify any other default by the Customer under this Agreement.

11.0. EVENT OF DEFAULT OF AMSC

11.1. The failure of AMSC to make available to the Customer the price and quantity of Product(s) purchased by the Customer under a Transaction Confirmation constitutes an event of default with respect to AMSC under this Agreement ("**AMSC**

Event of Default"). For certainty, a billing error does not constitute an AMSC Event of Default.

If an AMSC Event of Default has occurred and continues for a period of fifteen (15) Business Days and remains unremedied by AMSC, then the Customer may terminate this Agreement upon written notice to AMSC, with such termination taking effect on the day of delivery of notice of such termination. For certainty, no Liquidated Damages shall be due to AMSC in the event of a termination arising from an AMSC Event of Default.

11.2. This Section 11 is not applicable to any event that falls within the scope of Section 14.

11.3. The termination of this Agreement shall not affect or limit any of the obligations of AMSC accruing up to the date of termination.

11.4. In the event AMSC fails to meet the Service Standards as set out in Schedule 3 to this Agreement, and upon being notified by the Customer of such failure, AMSC shall pay the credit specified in Schedule 3. For greater certainty, a failure of AMSC to meet any Service Standards is not an AMSC Event of Default.

11.5. Subject to any specific right to terminate a specific Transaction Confirmation in accordance with that Transaction Confirmation's terms or to terminate this Agreement in accordance with this Section 11, the Customer will have no right to terminate this Agreement prior to the expiry of the Effective Period. For certainty, the termination of a Transaction Confirmation in accordance with that Transaction Confirmation's terms will not have the effect of terminating this Agreement.

12.0. LIQUIDATED DAMAGES

12.1. If:

- a) this Agreement is terminated by AMSC pursuant to a Customer Event of Default in Section 10.2 or a change in Law in Section 17.3; or
 - b) the Customer cancels or terminates this Agreement or any Transaction Confirmation in accordance with its terms (except pursuant to an AMSC Event of Default);
- then the Customer will pay AMSC the Liquidated Damages, if applicable. The Customer agrees to pay to AMSC the Liquidated Damages as compensation for the early termination of this Agreement within three (3) Business Days of AMSC's request.

12.2. The Parties acknowledge and agree that the payments provided for under this Agreement to compensate AMSC for changes in consumption or Electricity Usage Profiles, as applicable, and the calculation and payment of the Liquidated Damages by the Customer represent genuine and commercially reasonable determinations of the costs and damages arising from the relevant event in circumstances where actual damages are difficult or impossible to measure and that such amounts are not to be construed as a penalty.

13.0. SET OFF

13.1. In the event of an occurrence of a Customer Event of Default or early termination of this Agreement by AMSC, AMSC shall be entitled, at its option, and subject to all other remedies in this Agreement, to set-off against any amounts whatsoever due or accruing to the Customer by AMSC or any of its agents under this Agreement or any other agreement (whether executed before, on or after the Effective Date of this

Agreement), any amounts due or accruing to AMSC or any of its agents by the Customer or any of its affiliates under this Agreement or any other agreement (whether executed before, on or after the Effective Date of this Agreement). The rights granted in this Section 13 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien, or other right to which AMSC is at any time otherwise entitled, whether by operation of law, contract or otherwise. The provisions of this Section 13 shall survive the termination of this Agreement for the benefit of AMSC.

14.0. SUPPLY DISRUPTION AND EVENT OF FORCE MAJEURE

14.1. If, at any time during the term of this Agreement, the operations of AMSC or its ability to perform its obligations under this Agreement are suspended, curtailed or interfered with owing or attributable to an Event of Force Majeure, AMSC shall not be liable to the Customer under this Agreement until the cause or causes thereof have been removed, provided that AMSC shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference; however, where the cause or causes is in relation to the action, inaction, or failure of a Third Party Infrastructure Provider or Third Party Infrastructure, AMSC shall have no such obligation. In such event, the Customer shall pay the Variable Market Rate for all Product(s) consumed by the Customer during such time. Nothing in this Section 14 shall relieve the Customer from its liability to pay for Product(s) consumed during any such suspension, curtailment or interference. For the purposes of this Section 14.1, any market suspension, curtailment or other suspension of the normal operation of the energy market (including, without limitation, any market suspensions provided for under any applicable laws, including the AESO Rules, as amended and as applicable) shall be deemed to be an Event of Force Majeure.

14.2. The Supply Disruption and Event of Force Majeure provisions set out in Section 14.1 are for the benefit and use of AMSC only and shall not apply to, or be invoked by Customer without AMSC's prior written consent. If the Customer seeks AMSC's written consent it will provide AMSC with written notice claiming the particulars of how any of the circumstances described in Section 14.1 affect its operations or ability to perform its obligations under this Agreement.

15.0. CUSTOMER AUTHORIZATION

15.1. The Customer confirms that it has made and will make all decisions and assessments regarding this Agreement without relying upon any advice, recommendation, information or other representation (other than as expressly set out in this Agreement) provided to it by AMSC, and all such decisions including, without limitation, decisions concerning the Price and the quantities of Product(s) to be sold and purchased under this Agreement are a result of arm's length negotiations between the Parties or are based on advice and direction received by the Customer from third parties unrelated to AMSC.

15.2. The Customer confirms to the best of its knowledge, all authorizations, consents, approvals or exemptions required to be obtained or made by it in connection with the Agreement have been obtained or made and remain validly in effect.

15.3. The Customer represents that it consumes more than:
 a) 250,000 kWh of electrical energy, where the Product being supplied is electrical energy; and/or,
 b) 2,500 GJs of natural gas, where the Product being supplied is natural gas,
 annually, such that the Customer is not a "consumer" for the purposes of the *Energy Marketing and Residential Heat Sub-metering Regulation* under the *Fair Trading Act* (Alberta). The Customer indemnifies AMSC against all claims and losses where the Customer has breached this representation.

16.0. REPRESENTATIONS AND WARRANTIES

16.1. Each Party represents and warrants to each other Party as follows:
 a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation;
 b) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement;
 c) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it;
 d) there is no material event or other agreement which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement;
 e) the person executing the Agreement on its behalf is duly authorized to execute and deliver it;
 f) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
 g) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement; and
 h) it is not acting as a fiduciary or financial, investment or commodity trading advisor for the other Party and has not given the other Party (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the merits of this Agreement or the expected performance or result of this Agreement.

16.2. The Customer represents, warrants and covenants that:
 a) the data given and representations made concerning its Sites in any Transaction Confirmation are true and correct;
 b) the Customer is the party of record for the Sites or, if it is not the party of record, has the authority to enter into and bind its principal to this Agreement. If requested, the Customer will provide AMSC with written proof of such authority.

17.0. GOVERNMENTAL APPROVALS AND REGULATION

17.1. Notwithstanding anything to the contrary expressed or implied in this Agreement, this Agreement shall be subject to AMSC obtaining all requisite governmental orders, permits, approvals and consents required by Law with respect to the supply of the Product(s). AMSC will use reasonable commercial efforts to obtain all government orders, permits, approvals, and consents necessary to enable it to fulfill its obligations under this Agreement.

17.2. The Parties agree to be bound by any legislation, regulations, bylaws or similar enactments of the Federal and Provincial

Governments and the relevant municipalities governing the supply of the Product(s). In the event that any of the provisions of this Agreement become inconsistent with such enactments, the provisions of such enactments shall govern.

17.3. In the event that any government, regulatory authority or government agency creates a change in Law or significant change in market structure that requires, directs or mandates that any material term of this Agreement be amended or deleted then, AMSC may notify the Customer that it wishes to renegotiate the terms and conditions of this Agreement. In the event that the Parties are unable to renegotiate the terms and conditions of this Agreement, then AMSC may terminate this Agreement upon thirty (30) days' notice.

18.0. SUCCESSORS AND ASSIGNS

18.1. This Agreement and everything contained within this Agreement shall enure to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

19.0. ASSIGNMENT BY AMSC

19.1. AMSC may assign this Agreement without consent to an entity of similar or better capability and capacity, as determined by AMSC in its discretion, acting reasonably, on the provision of thirty (30) days' notice. Upon such assignment, the assignee shall have all of the rights, duties, powers, privileges and liabilities which AMSC had prior to such assignment and upon such assignment AMSC shall be released from any and all liability pursuant to this Agreement.

20.0. ASSIGNMENT BY CUSTOMER

20.1. This Agreement may only be assigned by the Customer with written consent from AMSC, provided that such consent will not be required where the assignment results from the dissolution of a municipality in accordance with the *Municipal Government Act*. In the event that the Customer assigns or attempts to assign this Agreement, or if any other person occupies any Sites, the Customer shall be and remain liable for all obligations to AMSC pursuant to this Agreement until such time as AMSC releases the Customer in writing. In the event that this Agreement or any part of this Agreement is assigned without the consent of AMSC then, at AMSC's option, this Agreement may be terminated pursuant to Section 10. In such event, AMSC shall have no liability or obligation to the Customer arising from such termination.

21.0. ENROLMENT PROCESS

21.1. The Customer acknowledges and agrees that AMSC is responsible for enrolling Sites on behalf of the Customer using information supplied by the Customer. The Customer acknowledges and agrees that it is responsible for validating the accuracy of the enrolment and that AMSC holds no responsibility or liability for the enrolment process required by the Distribution Company or those providing services on its behalf in accordance with the Settlement Code and the Customer acknowledges and agrees that it is solely responsible for supplying accurate information that will allow the Distribution Company to proceed with its enrolment process. The Customer further acknowledges that it is solely responsible for the payment of distribution charges as charged by the Distribution Company.

22.0. DISTRIBUTION COMPANY TERMS AND CONDITIONS

22.1. The Customer acknowledges and agrees that it is bound by the applicable terms and conditions of the Distribution Company and failure of the Customer to comply with or adhere to the applicable terms and conditions may result in the Customer being disconnected from the distribution system.

23.0. NOTICES

23.1. All notices required under this Agreement must be in writing and delivered by registered mail, email, or fax to the addresses for notice set out on the Cover Page of this Agreement.

23.2. Notices sent by registered mail will be deemed to have been received five (5) days after the date of mailing, provided there is no interruption in the postal service, in which case notice must be delivered by one of the other methods.

23.3. Notices sent by fax or e-mail shall be deemed to have been received on the Business Day following the date of transmission or delivery, as applicable.

23.4. Either Party may amend its address for notice by providing written notice to the other in accordance with this Section 23.

24.0. GOVERNING LAW AND DISPUTE RESOLUTION

24.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and of Canada, as amended from time to time, and will be treated as an Alberta contract. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta. Any legal proceedings arising directly or indirectly out of this Agreement will be litigated in the City of Edmonton in the Province of Alberta. Each Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

25.0. ELIGIBLE FINANCIAL CONTRACT

25.1. For the purpose of any proceedings under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)* or the *Winding-Up and Restructuring Act (Canada)*, and the bankruptcy, insolvency, creditor protection or similar laws of the governing jurisdiction (regardless of the jurisdiction of such application or competence of such law), this Agreement shall constitute a "forward commodity contract" within the meaning of the definition of an "eligible financial contract" under the applicable legislation and is an "eligible financial contract".

26.0. WAIVER AND SEVERABILITY

26.1. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. Should any provision of this Agreement be void, voidable, or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

27.0. JOINT AND SEVERAL LIABILITY

27.1. If this Agreement has been executed by more than one person as the Customer, the liability of such persons is joint and several and every reference in this Agreement to the

"Customer" shall be construed as meaning each person who has executed it as well as all of them.

28.0. AMENDMENT

28.1. All amendments to this Agreement will require consent of both AMSC and the Customer. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including a Transaction Confirmation, will be valid or given any effect unless signed by both Parties. Any alteration, addition or modification made by the Customer to the preprinted terms of this Agreement will be void and without any effect.

29.0. ENTIRE AGREEMENT AND SURVIVAL OF TERMS

29.1. This Agreement is the entire agreement between the Parties, supercedes all prior oral agreements and understandings regarding the subject matter of this Agreement and may not be contradicted by any prior or contemporaneous oral or written agreement. The applicable provisions of this Agreement will continue in effect after termination or expiry

of the Agreement to the extent necessary, including but not limited to, providing for final billing, billing adjustments and payments, limitation of liability, the forum and manner of dispute resolution and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

30.0. COUNTERPART EXECUTION

30.1. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts when taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature, PDF or similar reproduction of an original document signed by a Party, and such facsimile, PDF or similar reproduction of a signature shall constitute an original signature for all purposes.

SCHEDULE 2 - Definitions

Capitalized terms used in this Agreement are as defined below, or as defined in the Transaction Confirmation if not defined below.

"ABmunis" means the Association of Alberta Municipalities;

"ABmunis Bylaws" means the bylaws of ABmunis filed with Alberta Corporate Registry as of February 22, 2023, as may be amended from time to time;

"ABmunis Member" means:

- a) a Regular Member, as such term is defined in the ABmunis Bylaws; or,
- b) an Associate Member, as such term is defined in the ABmunis Bylaws

"Act" means the *Electric Utilities Act*, SA 2003, c E-5.1, as amended from time to time;

"AECO C Daily Index" means for each Day, the price in Canadian Dollars per GJ equal to the average price in Canadian Dollars per GJ published on the **"Canadian Domestic Gas Price Report"** page, in the table **"Daily Spot Gas Price at AECO C & NOVA Inventory Transfer"** reported for the applicable Day in the first edition of the *Canadian Gas Price Reporter* ("**CGPR**") published in the month immediately following the month in which such Day falls, except where:

- a) Price lines will be excluded if the Day is a Friday, Saturday, a Sunday or a statutory holiday that falls on a Monday and substituting in place of each such Day the price on the line identified as **"Weekend#"** for the weekend occurring closest to such Day.
- b) If such Day is a statutory holiday which falls on a Tuesday, Wednesday or Thursday, the AECO C Daily Index for such Day shall be the AECO C Daily Index for the previous Business Day.
- c) It may be necessary to use the CGPR for the preceding month to locate the AECO C Daily Index for the closest Business Day or weekend.
- d) The AECO C Daily Index utilized may be a daily value or an average depending upon how the natural gas is purchased or sold by AMSC on behalf of the Customer.
- e) If the required published prices are not available or incorrect at the time the account invoice is rendered, AMSC shall estimate the price and later adjust for the final published prices.
- f) If Canadian Enerdata Ltd., the publisher of CGPR, ceases to publish the information required to determine the AECO C Daily Index or there is a material change in the formula for or the method of calculating the AECO C Daily Index, the AECO C Daily Index shall mean the price in Canadian Dollars per GJ for the applicable Day published by an alternative source, as determined by AMSC, acting reasonably;

"AESO" means the Alberta Electric System Operator, the operating name for the ISO for the power pool as defined in the Act;

"AESO Rules" means the rules made by the ISO pursuant to the Act, as amended from time to time;

"Agreement" means the Retail Services Agreement to which these definitions are attached, and includes all of the attached Schedules listed on the Cover Page and any applicable Transaction Confirmations;

"AMSC" means Alberta Municipal Services Corporation;

"AMSC Event of Default" has the meaning given to it in Section 11.1 of Schedule 1;

"Balancing Pool" has the meaning given to it in the Act;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Edmonton, Alberta;

"Charges" has the meaning given to it in Section 6.1 of Schedule 1;

"Community Related Organization" or **"CRO"** means a potential customer or Customer that is not a Municipality but is a Municipality related non-profit organization, special purpose board, community association, club or society that is an ABmunis Member provided that Community Related Organizations shall not include any businesses or private facilities unless they are wholly owned by an Alberta Municipality or it can be demonstrated that their liabilities under this Agreement are guaranteed by a Municipality in accordance with Schedule 4;

"Confidential Information" has the meaning given to such term in Section 3.3 of Schedule 1;

"Consumption Meter" means a cumulative electrical energy meter that records consumption (kWh) and peak demand information;

"Cover Page" means the first page of this contract on which the Parties' signatures are affixed which incorporates the schedules that form the entirety of the Agreement;

"CPI" means the All-items Consumer Price Index (Canada - Not Seasonally Adjusted) published by Statistics Canada, with a time base conversion to 2002 equal to 100, or such other time base conversion as may be published by Statistics Canada from time to time. The annual percentage increase in the CPI shall be calculated to the nearest second decimal place, subject to a minimum of 0.00%;

"Customer" means the Party identified as the Customer on the Cover Page of this Agreement;

"Customer Event of Default" has the meaning given to it in Section 10.1 of Schedule 1;

"Day" means a period of 24 consecutive hours, beginning at 12:00 a.m. Mountain Prevailing Time and ending at 11:59:59 p.m. Mountain Prevailing Time on the following calendar day;

"Deal End Date" means the date upon which the supply of a Product ends for Sites under a specific Transaction Confirmation;

"Deal Start Date" means the date upon which the supply of a Product starts for Sites under a Transaction Confirmation;

"Deal Term" means the period of time between the Deal Start Date and Deal End Date for any Transaction Confirmation;

"Deemed Profile" is an electrical energy profile used for specific customer classes that have Consumption Meters. The deemed profiles are produced by the Distribution Company and used by the AESO and retailers to determine the Customer's electrical energy consumption on an hourly basis for the purposes of billing and settlement;

"Distribution Company" means:

- a. where the Product supplied is natural gas, the natural gas distribution operator, local distribution company, pipeline operator, meter service provider and/or Meter Data Manager; and,

b. where the Product supplied is electrical energy, the Wire Services Provider, Wire Owner, Load Settlement Agent, Meter Service Provider and/or Meter Data Manager.

“Effective Date” means the date on which AMSC executes this Agreement as noted by AMSC’s signing line;

“Effective Period” means the period of time that this Agreement is in force and effect, commencing on the Effective Date and continuing until the last Deal End Date under the last subsisting Transaction Confirmation and all obligations of each of the Parties pursuant to this Agreement and the Transaction Confirmation(s) have been satisfied in full, including those related to any post final settlement adjustments or other settlement adjustments under any Law;

“Electricity Usage Profiles” means the pattern in which a Customer consumes electrical energy on an hourly basis as derived from their individual meters or aggregated meters at the Site(s) which may be a Deemed Profile;

“Energy Management Services” means services provided to the Customer by AMSC which relate to the improved management and or use of utilities. Examples include consulting and advising, benchmarking, installation of technologies, management software, application for certifications, awards and other such recognition;

“Event of Force Majeure” means an act of God, pandemics, endemics, weather or climate related events such as wind storms, floods, freezing rain, ice storms, war, rebellion, sabotage, fire, or other causes beyond the reasonable control of AMSC, including without limitation, strikes, labour disputes, differences with workmen, breakage or accident or necessity of repairs to machinery, equipment or pipelines or like causes (excepting and excluding however lack of finances) or AMSC is unable to secure the Product(s) for any reason, including without limitation supply disruptions as a result of the Third Party Infrastructure Provider, howsoever caused;

“GJ” or “Gigajoule(s)” means 1,000,000,000 joules;

“Imbalance Charges” means charges applied by the Distribution Company when expected Customer demand exceeds supply or Customer demand is less than supply, causing an imbalance requiring spot market purchase or sale of natural gas, respectively, to balance consumption requirements and compensate the Distribution Company for differences between nominated and actual natural gas distribution requirements;

“ISO” means the Alberta Independent System Operator, as defined in the Act;

“kWh” or “kilowatt-hour” is a measure of electrical energy, a unit of work or energy, measured as 1,000 watts of power expended for 1 hour;

“Law” means any law, rule, regulation, ordinance, bylaw, statute, directive, judicial decision, administrative order, rule of the public utilities commission, public service commission or similar provincial commission or agency having jurisdiction over the Distribution Company or the electricity or natural gas distribution or transmission system in Alberta, and includes any AESO operating guideline or protocol, Wire Owner, Wire Services Provider or AESO tariff, as applicable;

“Liquidated Damages” means:

- a) the termination fee set out in a Transaction Confirmation; or,
- b) where the applicable termination fee is not expressly set out in a Transaction Confirmation, the sum of the Contract Value plus all Costs, less the Market Value provided that,

if the Market Value exceeds the sum of the Contract Value and Costs, this value will be deemed to be zero. For the purposes of this definition:

- i. **“Contract Value”** means the sum of the Price, Retail Service Charge (if applicable), Program Fee (if applicable), and Procurement Fee (if applicable) multiplied by the Contracted Volumes of the Product(s) for each terminated Transaction Confirmation;
- ii. **“Market Value”** means the amount paid by a bona fide third party for the Contracted Volumes at current market prices for each terminated Transaction Confirmation. AMSC shall use reasonable commercial efforts to find a third party buyer for the Contracted Volumes and determine a reasonable Market Price; however, in the event AMSC is unsuccessful in finding a suitable third party buyer for the Contracted Volumes, for whatever reason as determined by AMSC, the Market Price shall be deemed to be zero;
- iii. **“Costs”** means any costs or expenses incurred or payable by AMSC in terminating this Agreement or any Transaction Confirmation or liquidating the Contracted Volumes;
- iv. **“Contracted Volumes”** means the volumes of Product(s) AMSC would have supplied to the Customer had this Agreement or the applicable Transaction Confirmation not been terminated, and is the sum of the identified volumes set out in an applicable Pricing Schedule for the remainder of the Deal Term;

“Load Settlement Agent” has the meaning given to it in the Settlement Code;

“Meter Data Manager” has the meaning given to it in the Settlement Code;

“Meter Service Provider” has the meaning given to it in the Settlement Code;

“Municipality” has the meaning given to such term in the *Municipal Government Act*, RSA 2000, c M-26, as amended;

“MWh” or “Megawatt Hour” is a measure of electrical energy, a unit of work or energy, measured as 1,000,000 watts of power expended for one (1) hour;

“Other Charges” means:

- a) where the Product being supplied is electrical energy, all charges from third parties incurred by AMSC on behalf of the Customer including all transmission charges, distribution charges, franchise fees, charges levied by the AESO (including trading charges and “uplift” charges) to the extent incurred by AMSC in supplying electrical energy under this Agreement, Balancing Pool payments and credits, distribution losses, charges for unaccounted for energy and any other charges now or hereafter levied on or incurred by AMSC from a third party on behalf of the Customer in selling electrical energy under this Agreement, including any miscellaneous retailer AMSC processing charges;
- b) where the Product being supplied is natural gas, all other charges relating to the natural gas to be supplied, purchased or sold by AMSC on behalf of the Customer as contemplated in this Agreement and as allocated by AMSC to the Site(s) including, without limitation, any and all applicable transmission or distribution costs and charges, or assumed or indemnified charges as may be assessed by or through the Distribution Company as the result of

delivery of natural gas to the Site or sold by AMSC as contemplated by this Agreement, including any miscellaneous retailer AMSC processing charges, the Imbalance Charge(s), or tolls applied without natural gas, any matters incidental thereto and any act or omission of the Customer or of AMSC taken or omitted at the request of or on behalf of the Customer. For natural gas, AMSC may also, at its sole discretion, charge actual or deemed costs incurred in moving natural gas from the TransCanada Alberta System pipeline (formerly NOVA) to the ATCO Gas distribution system, including but not limited to ATCO Pipelines Other Pipeline Receipt Charges and Rider "D".

"Party" means either AMSC or the Customer, as the context requires, and **"Parties"** means both AMSC and the Customer collectively;

"Pool Price" means the price of electrical energy for each hour of each day as posted by the AESO at the close of the second (2nd) Business Day following the end of each month on its internet website, currently located at <http://ets.aeso.ca> under "Reports / Historical / Pool Price", provided that:

- a) if the required posted prices are not available or incorrect at the time the AESO invoice is rendered, AMSC shall reasonably estimate the price and later adjust for the final posted prices; and,
- b) if the AESO ceases to publish the information required to determine the Pool Price or there is a material change in the formula for or the method of calculating the Pool Price, the Pool Price shall mean the price in Canadian Dollars per kWh for the applicable hour published by an alternative source, as determined by AMSC, acting reasonably;

"Power+ Agreement" means the agreement between AMSC and the Customer for the sourcing and supply of Power+ Product which will be attached to a Transaction Confirmation and form part of this Agreement;

"Power+ Product" means a fixed price for a defined volume of electrical energy, determined in accordance with a Power+ Agreement entered into between AMSC and the Customer;

"Power+ Product Price" means the Price identified in a Transaction Confirmation as the price for the "Power+ Product";

"Price" means the price identified in a Transaction Confirmation as the applicable Product price;

"Pricing Schedule" means a binding pricing schedule between the Customer and AMSC evidencing a transaction and confirming the pricing terms including but not limited to Price, related fees and charges, volumes, and Retail Services, provided by AMSC, forming the subject of a binding transaction or series of transactions pursuant to this Agreement;

"Procurement Fee" means a fee payable to AMSC to facilitate the procurement of any Product supplied to the Customer which will be set out in a Transaction Confirmation;

"Product" means the electrical energy, natural gas or RECs, as the case may be, or any other energy product or services to be supplied by AMSC to the Customer under this Agreement;

"Program Fee" means a dollar charge per MWh to be applied to the Power+ Product Price, in accordance with the terms of the Power+ Agreement;

"Renewable Energy Certificate" or **"REC"** means a credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed

displacement of emissions by the production of one (1) MWh of electrical energy as a result of the utilization of renewable energy technology certified under the ECOLOGO® Certification Program through Underwriters Laboratories (Renewable Low-Impact Electricity Products, UL 2854) or Green-e Certification Program (Commercial Renewable Energy Certificates), or an agreed upon successor program, and evidenced in certificate form. In the event that any government or non-government agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Renewable Energy Certificates or their equivalent, the term Renewable Energy Certificate as used in this Agreement shall include the rights or benefits created or sanctioned under any such program or programs;

"Retailer of Record" has the meaning given to the term in the Settlement Code and for the purposes of this Agreement is represented by AMSC;

"Retail Service Charge" means a service charge payable for the provision of the Retail Services in addition to the Price and is specified in the Transaction Confirmation applicable to the supply of a Product;

"Retail Services" means the following functions to be carried out by AMSC:

- a) acting as the Customer's exclusive Retailer of Record;
- b) acting as the Customer's agent in accordance with the terms of the Agreement;
- c) supply of the Product(s);
- d) invoicing the Customer for the amounts owing by the Customer to AMSC under this Agreement;
- e) maintaining records and accounts in respect to the Product(s) supplied to the Customer;
- f) responding to Customer inquiries regarding the supply and invoicing of the Product(s);
- g) where inquiries are made by the Customer related to functions of the Distribution Company, directing the Customer to the Distribution Company in whose service area the Customer resides, as applicable;
- h) such further services as may be set out in the Transaction Confirmation applicable to a Site, including settlement functions as applicable; and,
- i) any other services set out in Schedule 3 to this Agreement.

"Sites" means the Customer's sites identified by Site ID number in any Site Information Schedule;

"Site Information Schedule" is a listing of Sites to be served pursuant to a Transaction Confirmation;

"Settlement Code" means:

- a) where the Product supplied is electrical energy or RECs, Version 2.10 of the Alberta Utilities Commission's Rule 021: *Settlement System Code Rules*, as amended, which rules are made by the Alberta Utilities Commission under the Act to govern load settlement in the Province of Alberta;
- b) where the Product supplied is natural gas, Version 1.8 of the Alberta Utilities Commission's Rule 028: *Natural Gas System Settlement Code Rules*, as amended, which rules are made by the Alberta Utilities Commission to govern natural gas settlement at the retail natural gas market level in the Province of Alberta;

"Service Standards" means the standards applicable to the provision of Retail Services by AMSC, as set out in Schedule 3 to this Agreement;

"Transaction Confirmation" means an agreement between the Customer and AMSC in substantially the form as set out in Schedule 5, for the supply of a Product(s) that may contain additional terms and conditions applicable to the supply of a Product(s) and will include the Pricing Schedule for the supply of a Product(s);

"Third Party Infrastructure" means:

- a) plants located within Alberta owned by parties other than AMSC or a wholly owned subsidiary of AMSC and shall include, but shall not be limited to, wind plants, hydroelectric facilities and biomass facilities;
- b) the electrical energy and natural gas distribution system operated by the Distribution Company; and,

c) the electrical energy and natural gas transmission system.

"Third Party Infrastructure Provider" means a Distribution Company, an operator of Third Party Infrastructure, or any of their contractors or subcontractors;

"Variable Market Rate" means:

- a) where the Product being supplied is electrical energy, the Pool Price;
- b) where the Product being supplied is natural gas, the AECO C Daily Index.

"Wire Owner" has the meaning given to it in the Settlement Code;

"Wire Services Provider" has the meaning given to it in the Settlement Code.

SCHEDULE 3 – Retail Services and Service Standards

1.0. Retail Services

1.1. AMSC agrees to:

- a. Comply with all rules and regulations and industry standards pertaining to Retail Services;
- b. Provide the Customer with access to a customer care centre in order to address inquiries and requests;

Note: Call Centre is staffed from 8:30 a.m. to 4:30 p.m. on Business Days.

Phone: (780) 433-4431

Email: energy@abmunis.ca

Fax: (780) 433-4454

Phone, email and fax numbers are subject to change with reasonable notice.

- c. Provide the Customer with access to a dedicated accounts coordinator for portfolio management;
- d. Perform enrolment/de-enrolment of Sites with the Distribution Company, including adding and deleting sites;
- e. Assist Customers in resolving enrolment/de-enrolment distribution charges and settlement disputes;
- f. Provide a consolidated invoice for the Customer each month;
- g. Provide detailed billing information electronically each month;
- h. Provide access to online reporting;
- i. Provide custom analysis and/or reports (separate charges may apply) on request, where feasible;

Electricity Services where the Product supplied is electricity

- j. Review with the Customer all existing electrical accounts with AMSC, including consumption data and price options;
- k. Plan energy purchases as appropriate;
- l. Assist the Customer in providing information for the Customer's selection of appropriate hedging strategies, respecting risk tolerance and preferences communicated to AMSC;
- m. Monitor and report on current and future commodity pricing;
- n. Assist in operational budget preparation and forecasting of commodity costs pertaining to this Agreement;

Natural Gas Services where the Product supplied is Natural Gas

- o. Perform analysis for historic consumption by site;
- p. Plan energy purchases as appropriate;
- q. Perform monthly nominations with the applicable pipeline/Distribution Company;
- r. Perform balancing operations as required;
- s. Monitor and report on current and future commodity pricing;
- t. Assist in operational budget preparation and forecasting of commodity costs pertaining to this Agreement.

2.0 Service Standards

2.1. The Service Standards set forth below will apply to the Retail Services. In the event AMSC fails to meet such Service Standards, AMSC, following notice of its failure as provided in the Agreement and at its option, shall provide the Customer with the applicable credits in accordance with the Agreement. These credits are the sole recourse that the Customer may have pursuant to this Agreement for any breach of a Service Standard.

All credits payable in accordance with the foregoing shall be applied to AMSC's next invoice or, in the event no further invoices are to be provided by AMSC, will be paid by cheque to the Customer.

Service Component	Service Standard	Caveats	Credit Applicable
Timeliness of Customer Call Centre Response	AMSC will respond to/acknowledge all calls, e-mails and faxes within one Business Day.	Communication received after 3:00 p.m. will be deemed to have been received on the next Business Day for measurement purposes.	Credit of \$25 for each instance AMSC fails to meet the Service Standard.
Timeliness of Service Request Completion	Unless AMSC advises the Customer otherwise, the following standards will be assumed: <ul style="list-style-type: none"> • General billing inquiries: 3 Business Days • Enrolment/De-enrolment: 10 Business Days. • Energization/De-energization: 10 Business Days 	In no event will AMSC be responsible for failure to meet this Service Standard when such failure is due solely or in part to inaccurate information provided by the Customer or third parties not fulfilling their obligations after AMSC's exertion of reasonable commercial efforts to secure the fulfillment of such obligations. Third parties in this provision include the Wire Services Provider, Load Settlement Agent and Distribution Company.	Credit of up to \$250 for each instance AMSC fails to meet the Service Standard.
Timeliness of Customer Invoice	Invoices to the Customer will be issued within 5 Business Days of the standard invoice date. For the purposes of this Service Standard, the "standard invoice date" will be the 8 th Business Day of the month.	In the event that external circumstances outside AMSCs control delay the delivery of a printed invoice, an electronic invoice delivered within the acceptable timeframe shall be considered to have met the Service Standard.	Credit of \$250 for each instance AMSC fails to meet the Service Standard.
Accuracy of Services	Inaccuracies in Customer account, contract, and/or site set-up information, market transactions, and/or billing services shall be resolved within 90 days of their identification provided accurate information is received from the Customer.	In no event will AMSC be responsible for failure to meet this Service Standard when such failure is solely due to third parties not fulfilling their obligations after AMSC's exertion of reasonable commercial efforts to secure the fulfillment of such obligations. Third parties in this provision include the Wire Services Provider, Load Settlement Agent and Distribution Company.	A credit of 20% of the Retail Service Charge for the affected period credited to the Customer's account.

SCHEDULE 4 – Community Related Organization (CRO) Guarantee

Customer No: 390004

All capitalized terms have the meaning ascribed thereto in Schedule 2.

1.0. Parental Guarantee

The Customer guarantees the performance and obligations of all Community Related Organizations listed within this Schedule 4 as Site(s) to receive Product(s) under the terms and conditions of this Agreement.

2.0. Notification and Authorization

The Customer confirms that it has consulted with and has the prior agreement of any Community Related Organization(s) listed within this Schedule 4 to enter into this Agreement and arrange for the supply of electrical energy, natural gas and/or REC(s) under the terms and conditions of this Agreement on behalf of the Community Related Organization(s).

Smoky Lake County

Alberta Municipal Services Corporation

Customer Legal Entity Name

Lydia Cielin

Dan Rude

Authorized Representative

Authorized Representative

Interim Chief Administrative Officer

Chief Executive Officer

Position

Position

Signature

Signature

Click or tap to enter a date.

Click or tap to enter a date.

Date

Date

SCHEDULE 5 – Sample Form of Transaction Confirmation

FORM OF TRANSACTION CONFIRMATION (sample only)
 (To be completed and executed separately from the Retail Services Agreement)

**THIS TRANSACTION CONFIRMATION MUST BE RETURNED TO AMSC SIGNED BY THE CUSTOMER BY:
 HH:MM MOUNTAIN TIME ON MM/DD/YYYY OR THE PRICE MAY BE SUBJECT TO CHANGE.**

RETAIL SERVICE AGREEMENT TRANSACTION CONFIRMATION

This Transaction Confirmation is entered into between AMSC and the Customer and is attached to and forms part of the Retail Services Agreement between AMSC and the Customer (the “Agreement”). Capitalized terms used herein are defined in the Agreement unless otherwise defined in this Transaction Confirmation. In the event of a conflict between this Transaction Confirmation and any other part of the Agreement, this Transaction Confirmation will prevail.

More than one Transaction Confirmation may be in effect at one time. Each Transaction Confirmation will be numbered consecutively, and each amendment to an existing Transaction Confirmation will also be numbered consecutively. Details of this Transaction Confirmation are as follows:

1. Transaction Confirmation: XXXX.X
2. Amendment to any existing Transaction Confirmation? [YES/NO]
3. If yes, this is Amendment: #
4. Product Selection:

For the purposes of this Transaction Confirmation, the Customer has chosen the following Product(s):

<input type="checkbox"/> Power+	<input type="checkbox"/> Electricity (Full Requirements)	<input type="checkbox"/> Small Micro-generation
<input type="checkbox"/> Electricity (Variable)	<input type="checkbox"/> Electricity (Fixed Price)	<input type="checkbox"/> RECs
<input type="checkbox"/> Natural Gas (Variable)	<input type="checkbox"/> Natural Gas (Fixed Price)	<input type="checkbox"/>

5. Product Description, Terms and Conditions: This Transaction Confirmation is subject to the additional terms and conditions set out in the attached Schedule A.
6. Price and Deal Term: This Transaction Confirmation is subject to the Price, Deal Term, volumes, applicable fees and other terms set out in the Pricing Schedule(s) attached as Schedule B, which forms part of this Transaction Confirmation.
7. Site Information: This Transaction Confirmation is subject to the Site Information Schedule attached as Schedule C, which forms part of this Transaction Confirmation.
8. Additional Schedules: The following additional Schedules are specific to the Product(s) selected and are attached hereto and form a part of this Transaction Confirmation:

[insert if any]

Execution and Delivery

This Transaction Confirmation is binding and effective on the later of the dates on which it is executed and delivered by both the Customer and AMSC. Upon execution and delivery by the Customer and AMSC, this Transaction Confirmation will attach to and form part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Transaction Confirmation as as of the _____ day of _____, 20____.

CUSTOMER

Per: _____

Name: _____

Title: _____

Date: _____

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A – TERMS AND CONDITIONS TO SPECIFIC TRANSACTION CONFIRMATION

(insert the terms and conditions applicable to the selected Products)

SCHEDULE B – PRICING SCHEDULE

(insert the Pricing Schedule applicable to the selected Product(s))

SCHEDULE C – SITE INFORMATION SCHEDULE

(insert the Site Information Schedule for the specific Product(s))

RETAIL SERVICE AGREEMENT 7230

TRANSACTION CONFIRMATION

This Transaction Confirmation is entered into between AMSC and the undersigned Customer and is attached to and forms part of the Retail Services Agreement between AMSC and the Customer (the "Agreement"). Capitalized terms used herein are defined in the Agreement unless otherwise defined in this Transaction Confirmation. In the event of a conflict between this Transaction Confirmation and any other part of the Agreement, this Transaction Confirmation will prevail.

More than one Transaction Confirmation may be in effect at one time. Each Transaction Confirmation will be numbered consecutively, and each amendment to an existing Transaction Confirmation will also be numbered consecutively. Details of this Transaction Confirmation are as follows:

1. Transaction Confirmation: 7230.1
2. Amendment to any existing Transaction Confirmation? No
3. If yes, this is Amendment: N/A
4. Product Selection:

For the purposes of this Transaction Confirmation, the Customer has chosen the following Product(s):

<input checked="" type="checkbox"/>	Power+	<input type="checkbox"/>	Electricity (Full Requirements)	<input type="checkbox"/>	Small Micro-generation
<input type="checkbox"/>	Electricity (Variable)	<input type="checkbox"/>	Electricity (Fixed Price)	<input type="checkbox"/>	RECs
<input type="checkbox"/>	Natural Gas (Variable)	<input type="checkbox"/>	Natural Gas (Fixed Price)	<input type="checkbox"/>	

5. Product Description, Terms and Conditions: This Transaction Confirmation is subject to the additional terms and conditions set out in the attached Schedule A, which forms part of this Transaction Confirmation.
6. Price and Deal Term: This Transaction Confirmation is subject to the Price, Deal Term, volumes, applicable fees and other terms set out in the Pricing Schedule(s) attached as Schedule B, which forms part of this Transaction Confirmation.
7. Site Information: This Transaction Confirmation is subject to the Site Information Schedule attached as Schedule C, which forms part of this Transaction Confirmation.
8. Additional Schedules: The following additional Schedules are specific to the Product(s) selected and are attached hereto and form a part of this Transaction Confirmation:

Executed Power+ Agreement, dated _____, attached as Schedule D

Execution and Delivery

This Transaction Confirmation is binding and effective on the later of the dates on which it is executed and delivered by both the Customer and AMSC. Upon execution and delivery by the Customer and AMSC, this Transaction Confirmation will attach to and form part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Transaction Confirmation as of the ____ day of _____, 20____.

SMOKY LAKE COUNTY

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Per: _____

Name: Lydia Cielin

Name: Dan Rude

Title: Interim Chief Administrative Officer

Title: Chief Executive Officer

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

SCHEDULE A

TERMS AND CONDITIONS SPECIFIC TO THE SUPPLY OF ELECTRICAL ENERGY – POWER+

1.0. DEFINITIONS

Capitalized terms used in this Schedule are defined below, or defined in Schedule 2 to the Retail Services Agreement if not otherwise defined below.

“Fixed Price Product” may include, but is not limited to, the following products, as selected in Schedule B – Pricing Schedule:

- a) Fixed Baseload: 7x24, HE 0100 to HE 2400, Monday to Sunday;
- b) Fixed On-Peak: 6x16, HE 0800 to HE 2300, Monday to Saturday, excluding NERC Holidays;
- c) Fixed Extended-Peak: 7x16, HE 0800 to HE 2300, Sunday to Saturday;
- d) Fixed Extended Off-Peak: 7x8, being all hours that are not Fixed Extended-Peak hours;
- e) Fixed Super-Peak: 5x13, HE 0900 to HE 2100, Monday to Friday, excluding NERC Holidays; and
- f) Fixed Blended or (“Custom”) is any combination of the above or unique profile, as specified in Schedule B – Pricing Schedule;

with all Fixed Price Products specified in prevailing Mountain Time;

“Interval Meter” means an electrical energy meter that measures electrical energy usage on a 15-minute interval basis providing hourly consumption and demand information;

“Net System Load Shape” or **“NSLS”** has the meaning given to it in the Settlement Code;

“Notional Hourly Quantity” means the quantity of Notional Monthly Quantity electrical energy sold to the Customer in relation to the specified Sites in Schedule C – Site Information Schedule in each applicable hour, allocated according to the applicable hours of the selected Fixed Price Product, as specified in Schedule B - Pricing Schedule;

“Notional Monthly Quantity” means the quantity of electrical energy sold to the Customer in relation to the specified Sites in Schedule C – Site Information Schedule in each applicable month for the selected Price, as specified in Schedule B – Pricing Schedule under “Notional Monthly Quantity”;

“Spot Market Purchases” means quantities of electrical energy greater than the Notional Hourly Quantity, bought by AMSC on behalf of the Customer;

“Spot Market Sales” means quantities of electrical energy less than the Notional Hourly Quantity (the result obtained by subtracting the actual electrical energy sold from the Notional Hourly Quantity) sold by AMSC on behalf of the Customer;

“Unmetered Site” means a Site where the amount of electricity consumed is not measured.

2.0. SALE OF ELECTRICAL ENERGY

- 2.1. AMSC agrees to sell to the Customer and the Customer agrees to purchase from AMSC the Power+ Product at the Price specified in Schedule B - Pricing Schedule for each Site named in Schedule C – Site Information Schedule, during the Deal Term, it being understood and agreed that AMSC does not have any obligation or responsibility for the transmission, distribution or delivery of the electrical energy to the Customer or to any Site. In addition to the Price, the Customer agrees to pay to AMSC all other applicable fees, as set out in Schedule B – Pricing Schedule. The Customer agrees that it will not purchase electrical energy from any other retailer or party for use at the Sites set out in Schedule C – Site Information Schedule during the Deal Term.
- 2.2. In Schedule C – Site Information Schedule, the Customer is required to specify its Sites subject to supply of the Power+ Product under the Power+ Agreement.
- 2.3. AMSC will procure and deliver to the Sites in Schedule C - Site Information Schedule electrical energy at the Price multiplied by the Notional Hourly Quantity of electrical energy, during the Deal Term. Each Site will, on a pro-rata basis in proportion to its actual or estimated consumption, be allocated a portion of the Notional Hourly Quantity.
- 2.4. The Customer acknowledges and agrees that the Price is based on, and applies to, the Notional Hourly Quantity for the Sites specified in Schedule C – Site Information

Schedule but the actual quantity of electrical energy sold to each Site may vary from such Notional Hourly Quantity. Accordingly, AMSC may from time to time be required to sell to the Customer actual quantities of electrical energy that are either greater than the Notional Hourly Quantity (such excess being the Spot Market Purchases) or buy from the Customer those quantities equal to the difference between the Notional Hourly Quantity and the actual quantity sold (such being the Spot Market Sales) to the Customer's Sites. Therefore, AMSC shall be authorized, from time to time, to purchase or sell electrical energy, as applicable, on the Customer's behalf and for the Customer's account, at the then prevailing Pool Price and AMSC shall, on an ensuing invoice to the Customer, either:

- a) in the case of Spot Market Purchases, charge to the Customer the quantity, as reasonably determined by AMSC, of electrical energy purchased at the Pool Price; or
- b) in the case of any Spot Market Sales, credit to the Customer the quantity, as reasonably determined by AMSC, of electrical energy sold at the Pool Price.

3.0. SETTLEMENT DATA

- 3.1. The Customer acknowledges that the settlement data and methodologies which will determine the quantity of electrical energy sold to the Sites together with related charges and matters, including the generation of Electricity Usage Profiles, estimating missing meter readings and

consumption amounts, and calculating and allocating distribution losses and unaccounted for electrical energy, will be determined by or for the relevant Distribution Company in accordance with the Settlement Code and applicable provisions of the Act and regulations and, subject to the provision of the Settlement Code, will be binding on AMSC and the Customer.

- 3.2. The Customer acknowledges that the Settlement Code may not be followed for unaggregated streetlights, which may be billed by AMSC using a modified methodology for determining consumption.
- 3.3. AMSC shall be entitled to flow through any post final settlement corrections and the Customer agrees to pay:
- a) any share of such settlement corrections directly attributable to the Customer; and
 - b) its pro-rata share of all such corrections which are not directly attributable to the Customer.

4.0. ELECTRICITY USAGE PROFILE

- 4.1. The Customer shall provide AMSC with the necessary data to determine the Electricity Usage Profile for the purposes of procuring electrical energy for the Sites. The Electricity Usage Profile shall be based on data from either:
- a) Interval Meters;
 - b) Consumption Meters;
 - c) Unmetered Sites; or
 - d) any combination thereof.
- 4.2. The Electricity Usage Profile for Sites with Interval Meters shall be based on historical data, unless otherwise stated or negotiated by the Customer. The Electricity Usage Profile for Sites with Consumption Meters and Unmetered Sites shall be based on a Deemed Profile as provided by the Distribution Company.

5.0. METERING AND DETERMINATION OF QUANTITIES

- 5.1. All metering services, if any, will be performed by the Distribution Company. If the Customer believes the metering equipment is registering inaccurately, the Customer shall contact AMSC who will contact the Distribution Company on the Customer's behalf, and the Customer shall be responsible for any fees charged by the Distribution Company. The Customer agrees that:
- a) the Distribution Company will determine the amount of electrical energy delivered to each Site between measurement intervals and may do so by periodic measurement, estimation, allocation or otherwise and AMSC shall be entitled to charge the Customer accordingly, provided if the Distribution Company fails to determine the amount of electrical energy delivered to any Site(s) between measurement intervals, AMSC will be entitled to estimate same and charge the Customer accordingly;
 - b) AMSC shall invoice the Customer for the amount of electrical energy sold to each Site and the Customer shall pay, based upon:
 - i. Notional Hourly Quantity; and,
 - ii. AMSC's estimated consumption for each Site based upon the best available settlement information

from the Distribution Company at the time of invoicing using commonly accepted standards including Net System Load Shape, Electricity Usage Profile(s) and Interval Meter consumption data provided by the Distribution Company, and subsequent invoices will be adjusted and rendered, to account for finalized settlement information when available.

AMSC's final determination as to the amount of electrical energy sold to each Site for any hour (including any line losses, unaccounted for energy or Other Charges allocated to same) shall be conclusive and binding between the Customer and AMSC.

- 5.2. The Customer's electrical energy consumption details are received by AMSC from various sources, at various times, and often include significant elapsed time post consumption. Accordingly, it will be necessary for AMSC and/or the Distribution Company to initially estimate consumption and at a later date adjust the invoiced amount to reflect the actual consumption. Where the Customer receives electrical energy, the Customer will be invoiced based upon Schedule B - Pricing Schedule.

6.0. ADDITION OR REMOVAL OF SITES

- 6.1. The Customer may, upon twenty (20) Business Days' prior written notice to AMSC, add or remove a Site to the list of Sites allocated the electrical energy from those purchases under Schedule C - Site Information Schedule provided that the Customer shall not thereby be released from its purchase obligations under the applicable Transaction Confirmation and Schedule B - Pricing Schedule. Thereafter, such Site will share or cease sharing in the consumption of contract volumes purchased.
- 6.2. The Customer agrees to pay all charges for the original Site prior to de-selection of such Site by the Wire Services Provider. If the Customer fails to abide by the terms of this Section then the Customer will continue to be obligated to perform its obligations under this Agreement with respect to all of the Sites and AMSC will not be liable to the Customer for any failure of supply of electricity to the new Site.

SCHEDULE B
PRICING SCHEDULE FOR SALE OF POWER+ PRODUCT

Customer No.: 390004 Unique Deal Identifier 1 Transaction Confirmation No.: 7230.1

This Pricing Schedule forms part of the AMSC Transaction Confirmation pursuant to the Retail Services Agreement and the Power+ Agreement and is a binding contract for the electrical energy sold to the Customer hereunder. This and the 7 pages immediately following this page confirms the agreement between the Customer and AMSC for the purchase and supply of the Power+ Product described in this Pricing Schedule for the identified Sites to be supplied by AMSC to the Customer at the specified Price under this Pricing Schedule.

Deal Start Date: January 1, 2025

Deal End Date: December 31, 2029

Power+ Product Price Table				
Selection	Fixed Price Product	Price (per MWh)	Hourly Profile of Fixed Price Product	Notional Monthly Quantity
<input checked="" type="checkbox"/>	7x24 Fixed Baseload	\$69.50	Monday to Sunday from HE0100 to HE2400	As per Notional Monthly Quantity table below

Fixed Baseload Notional Monthly Quantity table (MWh)					
	2025	2026	2027	2028	2029
January	43.896	43.896	43.896	43.896	43.896
February	39.648	39.648	39.648	41.064	39.648
March	43.837	43.837	43.837	43.837	43.837
April	42.480	42.480	42.480	42.480	42.480
May	43.896	43.896	43.896	43.896	43.896
June	42.480	42.480	42.480	42.480	42.480
July	43.896	43.896	43.896	43.896	43.896
August	43.896	43.896	43.896	43.896	43.896
September	42.480	42.480	42.480	42.480	42.480
October	43.896	43.896	43.896	43.896	43.896
November	42.539	42.539	42.539	42.539	42.539
December	43.896	43.896	43.896	43.896	43.896
Total	516.840	516.840	516.840	518.256	516.840

Other Applicable Fees:

Power+ Program Fee: Refer to Power+ Agreement attached as Schedule "D" to the Transaction Confirmation

Retail Service Charge:

For electrical energy with all Sites except those that are un-aggregated streetlights: The Retail Service Charge will be based on monthly site usage at \$3.15/MWh subject to a minimum monthly site charge of \$20.00. For electrical energy with un-aggregated streetlights which are Unmetered Sites: The Retail Service Charge per streetlight or Site of \$1.00/Site/month.

SCHEDULE C

SITE INFORMATION SCHEDULE

Meter Types (check all that apply):

- Interval (DIM) Cumulative (DCM) Unmetered
 Other (please specify): _____

Enrolment critical to have electrical energy: Yes No

If yes, please specify: _____

Enrolment meter notes: _____

Enrolment on-site electrical energy generation: Yes No

List of sites selecting Power+ Product:

Site ID	Location Name	Service Address	Emergency Contact
0010465047210	\ST LITE WASKATENAU		
0010467861915	\ST LITE WASKATENAU		
0010467850617	\ST LITE WASKATENAU		
0010465098916	Calgary, AB, Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464918018	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010460599217	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010870385478	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010620435723	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469968416	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469893514	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010002345562	C013 - COUNTY OF SMOKY LAKE,AB,Canada	NW 34 59 13W4, Smoky Lake AB XOX OXO	
0010000007528	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SW 21 60 12W4, Smoky Lake AB XOX OXO	
0010872617914	Calgary,AB,Canada	SW 33 59 12W4, Smoky Lake AB XOX OXO	
0010872615717	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SE 33 59 12W4, Smoky Lake AB XOX OXO	
0010868401715	5010 50 ST,T769 - TOWN OF SMOKY LAKE,AB,Canada	5010 50 ST , Smoky Lake AB XOX OXO	

Site ID	Location Name	Service Address	Emergency Contact
0010867909618	5003 49 ST,V905 - VILLAGE OF WARSPITE,AB,Canada	5003 49 ST , Wasrpite AB XOX OXO	
0010705381216	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SE 20 61 17W4, Smoky Lake AB XOX OXO	
0010552529815	C013 - COUNTY OF SMOKY LAKE,AB,Canada	Lot Legal 12 Block 2, Smoky Lake AB XOX OXO	
0010450715511	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SW 1 61 18W4, Smoky Lake AB XOX OXO	
0010045859871	T769 - TOWN OF SMOKY LAKE,AB,Canada	SW 22 59 17W4, Smoky Lake AB XOX OXO	
0010042925282	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SW 15 59 19W4, Smoky Lake AB XOX OXO	
0010030004215	4921 49 ST,V905 - VILLAGE OF WARSPITE,AB,Canada	4921 49 ST , Warspite AB XOX OXO	
0010013191712	C013 - COUNTY OF SMOKY LAKE,AB,Canada	NW 6 59 16W\$, Smoky Lake AB XOX OXO	
0010008352314	4612 MCDUGALL DR,T769 - TOWN OF SMOKY LAKE,AB,Canada	4612 mcdougall DR , Smoky Lake AB XOX OXO	
0010007948214	5010 50 ST,T769 - TOWN OF SMOKY LAKE,AB,Canada	5010 50 ST , Smoky Lake AB XOX OXO	
0010005187025	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SW 35 59 15W4, Smoky Lake AB XOX OXO	
0010004244775	C013 - COUNTY OF SMOKY LAKE,AB,Canada	SE 34 59 15W4, Smoky Lake AB XOX OXO	
0010462520714	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010462489817	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010462327816	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010461362813	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010460625314	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010460482610	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010047594534	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010041688455	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010040517474	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010023035477	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010020429270	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010020134824	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010020104926	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	

Site ID	Location Name	Service Address	Emergency Contact
0010013026574	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010009540954	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010003754224	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 Cpunty of Smoky Lake, Smoky Lake AB XOX OXO	
0010465079110	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464987713	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464893812	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010464834915	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464833515	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010464366616	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464315114	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464309313	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010464201417	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010464139213	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010463955110	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010462756115	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010462630110	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010462620713	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010462593717	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010462559918	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010466657916	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010466637211	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	

Site ID	Location Name	Service Address	Emergency Contact
0010466526712	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466485211	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466465415	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466404210	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466257818	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466225417	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466170116	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010466028914	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465934912	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465474518	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465399311	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465339116	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465326113	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010465080017	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010468002514	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467746717	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467695615	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467671314	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467626616	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467578118	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	
0010467570314	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X 0X0	

Site ID	Location Name	Service Address	Emergency Contact
0010467566515	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467519611	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467519212	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467350316	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467230614	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467225712	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467108317	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010467014212	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X OX0	
0010466998914	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468900011	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468841310	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468833312	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB X0X OX0	
0010468816612	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468811718	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468702516	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468699311	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468675418	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468550015	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468525512	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468440610	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	
0010468343818	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB X0X OX0	

Site ID	Location Name	Service Address	Emergency Contact
0010468218518	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010468196517	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010468074117	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469795517	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010469645110	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469620810	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469547011	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010469536910	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469519217	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469458412	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469431813	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469397013	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010469343714	V905 - VILLAGE OF WARSPITE,AB,Canada	V905 - VILLAGE OF WARSPITE,AB,Canada, Smoky Lake AB XOX OXO	
0010469326114	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469183911	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010469130713	5010 50 ST,T769 - TOWN OF SMOKY LAKE,AB,Canada	LIGHT-5010 50 ST , SMOKY LAKE AB XOX OXO	
0010469009510	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010468911216	C013 - COUNTY OF SMOKY LAKE,AB,Canada	C013 - COUNTY OF SMOKY LAKE,AB,Canada, Smoky Lake AB XOX OXO	
0010003003175	Tank Farm	SE 59 4 W4, Smoky lake County AB xox xox	
0010787528313	Xmas Lights-Bellis	COUNTY OF SMOKY LAKE CHRISTMAS LIGHTS, Bellis AB XOX OXO	
0010015466222	Xmas Lights-Warspite	1304 13 AVE , Warspite AB XOX OXO	
0010016057624	Xmas Lights- Spedden	1302 13 AVE , Spedden AB XOX OXO	
0010041917727	Streetlight	5039 49 ST , Spedden AB XOX OXO	

Site ID	Location Name	Service Address	Emergency Contact
0010467937317	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010469619810	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010465176412	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010463844917	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010464408218	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010464104811	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010466819016	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010460249916	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010467787013	Bonnie Lake Streetlights	NW 34 59 13 W4, Smoky Lake AB XOX OXO	
0010867674217	Building	SW 27 59 17 W4 SMOKY LAKE, AB XOX OXO	
0010031615574	Bonnie Lake Streetlight	SW 34 59 13 W4 LOT 6 BLOCK 6, AB XOX OXO	
0010011030440	Bonnie Lake Streetlight	SW 34 59 13 W4 LOT 5 BLOCK 7, AB XOX OXO	
0010039642025	Bonnie Lake Streetlight	SW 34 59 13 W4 LOT 10 BLOCK 7, AB XOX OXO	
0010009054228	Bonnie Lake Streetlight	SW 34 59 13 W4 LOT 20 BLOCK 7, AB XOX OXO	
0010026275821	Bonnie Lake Streetlight	SW 34 59 13 W4 LOT 23 BLOCK 7, AB XOX OXO	
0010003837655	Bonnie Lake Streetlight	SW-34-59-13-W4, AB	
0010049230937	Bonnie Lake St Lights	SW 34 59 13 W4, AB XOX OXO	
0010021139343	Bonnie Lake St Lights	SW 34 59 13 W4, AB XOX OXO	
0010017202034	Bonnie Lake St Lights	SW 34 59 13 W4, AB XOX OXO	



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: #7.5

Topic: Policy Statement No. 01-04-01: Proclamations

Presented By: Communications

Recommendation:

That Smoky Lake County adopt Policy Statement No. 01-04-01: Proclamations

Background:

Draft Proclamations policy was discussed at the Policy Committee Meeting held on August 30, 2023. Along with receiving requests for proclamation annually from various groups and organizations, awareness days/weeks are promoted for the purpose of raising awareness or interest and/or of benefit to the Community.

Benefits:

Have a streamlined and consistent process to create, promote and track proclamations. Increased efficiency and red tape reduction by not having to bring every recurring proclamation back for Council's approval.

Disadvantages:

There are no disadvantages to the recommendation.

Alternatives:

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

Financial Implications:

There are no financial or budget implications to this recommendation.

Legislation:

N/A

Intergovernmental:

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

Strategic Alignment:

N/A

Enclosure(s):

Policy 01-04-01: Proclamations

Signature of the CAO: 

SMOKY LAKE COUNTY



Title: Proclamations		Policy No: 04-01
Section: 01	Code: P-R	Page No.: 1 of 5

Legislative Reference:	Alberta Provincial Statutes
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Purpose:	To establish a consistent process and outline criteria for annual proclamations and other proclamations upon request.
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Policy Statement and Guidelines:

1. STATEMENT

1.1 Smoky Lake County Council receives numerous requests for proclamations annually from various groups and organizations and will consider issuing annual, one-time, or intermittent proclamations using criteria outlined within this policy to ensure they are issued and advertised in a consistent and transparent manner.

2. DEFINITIONS:

2.1 **Community:** refers to the County, residents, businesses, schools, and all other institutions and agencies that make up Smoky Lake County.

2.2 **Council:** means the Reeve and Councillors duly elected in Smoky Lake County.

2.3 **Proclamation:** is a ceremonial document that formally recognizes an initiative or observance of a specific time period for the purpose of raising awareness or interest and/or benefit to the Community.

2.4 **Reeve:** is the Chief Elected Official for Smoky Lake County.

2.5 **Annual Proclamation:** means an annual Proclamation approved through this policy as set out in **Schedule 'A': Annual Proclamations.**

3. OBJECTIVE:

3.1 Create a streamlined process to promote proclamations in a manner that is consistent with Smoky Lake County branding and to establish Annual Proclamations.

4. GUIDELINES:

4.1 Proclamations are issued to charitable and non-profit organizations for a variety of reasons, such as increasing public awareness of a particular cause, promoting the health and well-being of the community, or promoting County initiatives of significance to County residents.

4.2 Council shall review any new request for Proclamation based on the criteria outlined under this policy and has discretion to issue or refuse a Proclamation Request.

Title: Proclamations		Policy No: 04-01
Section: 01	Code: P-R	Page No.: 2 of 5

Policy Statement and Guidelines:

- 5. PROCEDURE:**
- 5.1 The requesting organization must provide background and the wording of the Proclamation;
 - 5.1.1 If the Proclamation wording is not provided, the Proclamation request will not be considered.
 - 5.1.2 Smoky Lake County reserves the right to edit and revise the wording of the Proclamation at its discretion, while maintaining the original messaging behind the proclamation.
 - 5.2 Smoky Lake County will provide the template as per **Schedule 'B': Proclamation Template**, on which the Proclamation wording will be inserted.
 - 5.3 Council may approve (or deny) any Proclamation by resolution of Council.
 - 5.4 The organization requesting the Proclamation is responsible for:
 - 5.4.1 Making arrangements with media to advertise the Proclamation and/ or event
 - 5.4.2 Organizing related activities and associated costs
 - 5.5 Approved Proclamations will be posted on the Smoky Lake County website on the "Proclamations" webpage, shared on social media and included in the Council Highlights in the Grapevine.
 - 5.6 Annual Proclamations as per **Schedule 'A': Annual Proclamations**, are automatically Proclaimed yearly.
 - 5.7 This policy shall be reviewed by Council, at minimum, annually prior to the start of the new year to confirm or revise the list Annual Proclamations.
 - 5.8 County Council reserves the right to remove any Standing Proclamations that no longer meet the criteria.
- 6. CRITERIA:**
- 6.1 Proclamations shall meet **at least one** of the following criteria:
 - 6.1.1 the proclamation statement is for a charitable and/or not-for-profit organization, located within, or having a presence within, Smoky Lake County;
 - 6.1.2 the proclamation statement is relating to a local significant event recognizing a special honour for an organization;
 - 6.1.3 the proclamation statement is of national significance with a local Community connection;
 - 6.1.4 the proclamation statement is one of benefit and/or interest to the majority of the citizens of Smoky Lake County;

Title: Proclamations		Policy No: 04-01
Section: 01	Code: P-R	Page No.: 3 of 5

Policy Statement and Guidelines:

- 6.1.5 the proclamation statement is an initiative of Smoky Lake County.

- 6.2 Proclamations may be denied if:
 - 6.2.1 the interest to the Community is not clearly demonstrated; or
 - 6.2.2 the request is political, personal conviction or religious in nature; or
 - 6.2.3 the request involves any person or organization that promotes discrimination, hatred, violence or racism of any kind, or otherwise involved any illegal activity; or
 - 6.2.4 the request is inflammatory, obscene or defamatory statements; or
 - 6.2.5 the request is contrary to the County's bylaws or policies.

DRAFT

	Date	Resolution Number
Approved		
Amended		
Amended		

SCHEDULE "A"
Annual Proclamations

The following Proclamations are made annually:

- Canada Agriculture Day (February)
- Pink Shirt Day/Anti-Bullying (February)
- National Heritage Week (February)
- Canadian Agricultural Safety Week (March)
- National Volunteer Week (April)
- National Day of Mourning (April 28)
- Tourism Week (April)
- Red Dress Day (May 5)
- Moose Hide Campaign Day (May 11)
- International Professional Municipal Clerks Week (May)
- Safety and Health Week (May)
- Mental Health Week (May)
- National Police Week and Victims and Survivors of Crime Week (May)
- Economic Development Week (May)
- Public Works Week (May)
- Emergency Preparedness Week (May)
- National Accessibility Week (May/June)
- Alberta Rural Health Week (May/June)
- Seniors Week (June)
- World Elder Abuse Awareness Day (June 15)
- Canadian Rivers Day (June)
- Lemonade Day (June)
- Indigenous Peoples Day (June 21)
- National Drowning Prevention Week (July)
- Treaty 6 Day (August 23)
- Ukrainian Canadian Heritage Day (September 7)
- World Suicide Prevention Day (September 10)
- Alberta Development Officers Week (September)
- Métis Crossing Day (September 25)
- National Day of Truth & Reconciliation (September 30)
- Small Business Week (October)
- Fire Prevention Week (October)
- Métis Week (Week of November 16)
- Family Violence Prevention Month (November)

SCHEDULE "B"
Proclamation Template



PROCLAMATION
(Event Proclaimed)
Date

WHEREAS: Information

WHEREAS: Information

THEREFORE:

Smoky Lake County Reeve



Request for Decision (RFD)

Meeting Date: Monday, August 28, 2023

Agenda Item: # 7.6

Topic: County-Owned Lands Public Land Sale Tender

Presented By: Planning & Development Services

Recommendation(s):

1. That Smoky Lake County Council advertise, on in the Redwater Review, on the County's social media platforms and on the County's website, a Public Land Sale Tender, with a closing date and time of Friday, December 1, 2023, at 4:00:00 p.m. Mountain Time, for the following lands and Reserve Bids:

NW 2-59-12-W4M (13.57 ACRES) – Reserve Bid = \$45,000.00
NE 29-59-12-W4M (2.02 ACRES) – Reserve Bid = \$13,000.00
SW 21-60-13-W4M (1.0 ACRES) – Reserve Bid = \$12,000.00
SE 9-58-15-W4M (22.04 ACRES) – Reserve Bid = \$50,000.00
SW 35-59-15-W4M (0.5 ACRES) – Reserve Bid = \$500.00
PLAN 8120163, LOT 1 (20.16 ACRES) – Reserve Bid = \$70,000.00
PLAN 3329ET (1.0 ACRES) – Reserve Bid = \$15,000.00
PLAN 1955CL, BLOCK 1, LOT 3, (3,900 SQUARE FEET) – Reserve Bid = \$2,000.00
PLAN 1955CL, BLOCK 1, LOT 18, (6,222 SQUARE FEET) – Reserve Bid = \$2,300.00
PLAN 1039CL, BLOCK 4, LOTS 12-14 (13,637 SQUARE FEET) – Reserve Bid = \$1,800.00
PLAN 1039CL, BLOCK 4, LOTS, 15 & 16 (12,803 SQUARE FEET) – Reserve Bid = \$1,200.00
PLAN 716CL, BLOCK 1, LOT 9 (3,900 SQUARE FEET) – Reserve Bid = \$9,000.00
PLAN 716CL, BLOCK 2, LOT 1 (3,900 SQUARE FEET) – Reserve Bid = \$ 9,000.00
PLAN 0425044, BLOCK H, LOT 10A (12,800 SQUARE FEET) – Reserve Bid = \$12,000.00
PLAN 0425044, BLOCK H, LOT 11A (10,000 SQUARE FEET) – Reserve Bid = \$11,800.00

2. That Smoky Lake County Council advertise with CLHbid a Public Land Sale Tender, with a closing date and time of Friday, December 1, 2023, at 4:00:00 p.m. Mountain Time, for the following lands and Reserve Bids:

NE 23-60-13-W4M (136.30 ACRES) – Reserve Bid = \$180,000.00
SW 34-61-13-W4M (127.60 ACRES) – Reserve Bid = \$130,000.00
NE 32-59-14-W4M (160.0 ACRES) – Reserve Bid = \$180,000.00

Background:

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



Request for Decision (RFD)

At the March 16, 2023 County Council meeting, this list was forwarded to Council by the Planning and Development Department for discussion. Subsequently, a Committee of the Whole meeting was held on April 6, 2023, where the list of County-owned lands was reviewed and direction was given to prepare with proceeding to sell certain properties on the list. The attached Public Land Sale Tender reflects this discussion which removed some lands from the list.

Administration received further direction from Council at the August 23, 2023 County Council meeting to discuss the potential market value of said lands with the County's assessors and to investigate the possibility of enlisting the services of CLHbid to assist with the sale of said lands. The Reserve Bids that are proposed in the Tender have been provided by the County's Assessors, Accurate Assessment Group, based on their data and expertise. Administration received a brochure from CLHbid highlighting their process and fees and was told by CLHbid that they only deal in the sale of agricultural land and would only be interested in assisting with the sale of 3 of the parcels of said lands (NE 23-60-13-W4M, SW 34-61-13-W4M & NE 32-59-14-W4M). Administration is recommending that these 3 parcels be removed from the Tender to be sold separately with assistance from CLHbid.

Benefits: The County can dispose of surplus lands, thereby generating revenue from the sale of lands and increasing opportunities for development of said lands.

Disadvantages: The County would relinquish land that it could use for its own purposes in the future.

Alternatives: Amend the Tender to add or remove parcels from the Tender or to provide opportunities for interested parties to lease said lands rather than purchase them outright.

Financial Implications: Costs of advertising the Tender will be approximately \$1,500.00.

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: Proactivity in Development

Enclosure(s):

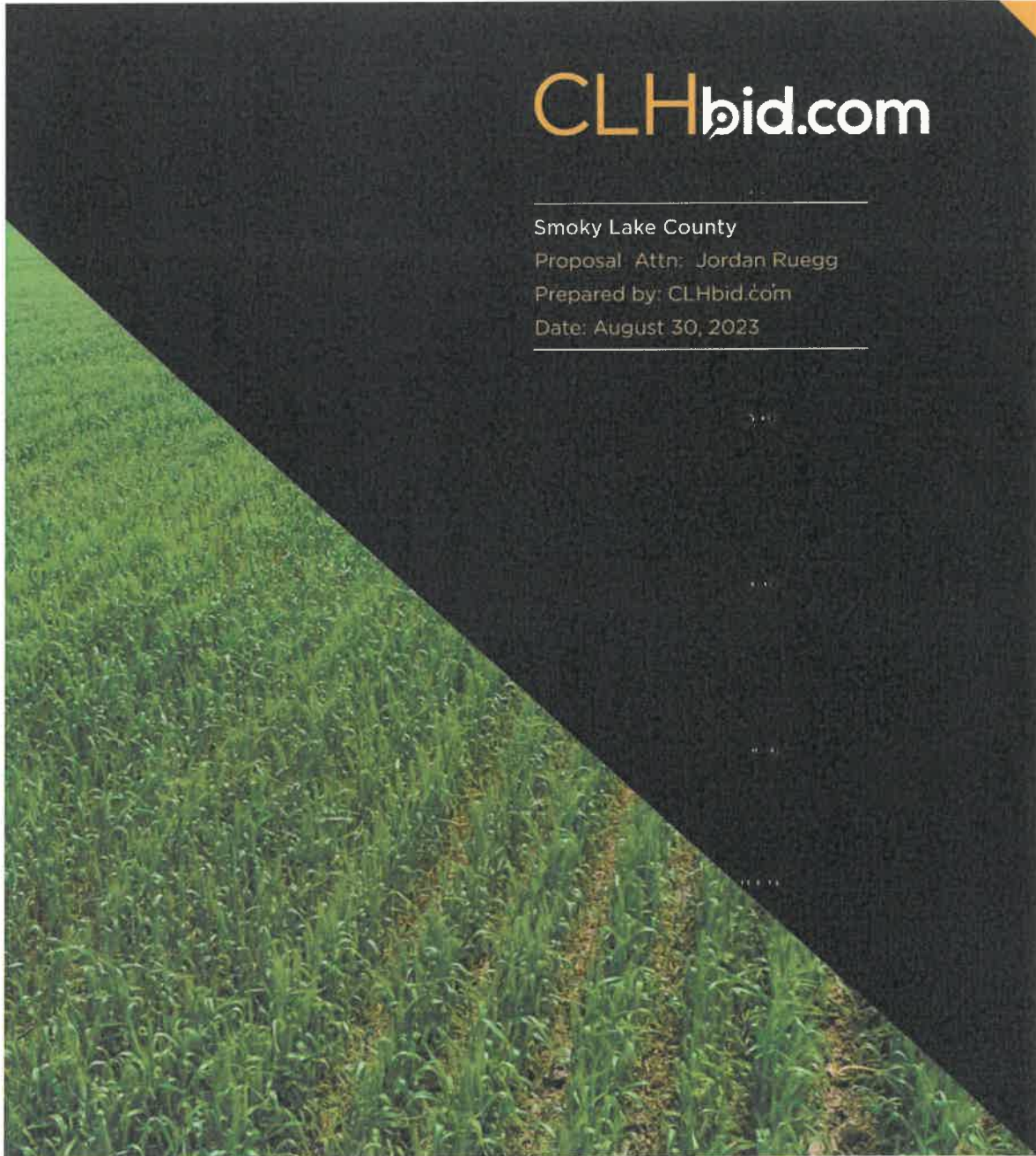
1. Attachment #1 – CLHbid Brochure
2. Attachment #2 – Public Land Sale Tender

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1 - CLHbid Brochure





Request for Decision (RFD)



August 30, 2023

Attention: Jordan Ruegg, B.A., MPlan
Smoky Lake County
4612 - McDougall Drive, PO Box 310
Smoky Lake, AB T0A 3C0

CLHbid.com has prepared this proposal with a view of how best to monetize three quarters of agricultural land in the Smoky Lake County. Because we specialize in Agricultural land, this proposal only relates to land that is zoned Agricultural. Our electronic tender platform is designed specifically for farm land.

Regards,

A handwritten signature in black ink, appearing to read "RC".

Roy Carter | CEO
roy@CLHbid.com
OFFICE 780 532 5931 | CELL 780 814 3383
TOLL FREE 1 866 263 7480
www.CLHbid.com

A video player thumbnail featuring a portrait of Roy Carter, CEO, on the left and a red play button icon on the right. Below the portrait is the text "Roy Carter, CEO" and below the play button is the text "CLHbid.com". At the bottom right of the thumbnail is the text "CLICK HERE".

Roy Carter, CEO

CLHbid.com

CLICK HERE



Request for Decision (RFD)

BACKGROUND

At CLHbid.com, we are not realtors nor auctioneers, rather a firm with legal, accounting, and agricultural backgrounds focused solely on developing and implementing a platform for the sale of farmland. We take pride in never over-promising and under-delivering. Anyone can sell farmland – it is a different story to sell farmland and achieve top value. CLHbid.com has a history of going into new areas and establishing record sale prices.

CLHbid.com was built as a function of what wasn't working with conventional methods of selling farmland. At CLHbid.com, once we start the sale process, we work closely with the Seller to help develop a robust marketing plan that is ongoing until sale day. A combination of 13' cement-based signs, 53' vans, social media, videography with voice-over, newspaper, online marketing, and postcard mail-outs ensure your land is marketed to all potential Buyers. We don't rest on our laurels, hoping someone else will do our work, an approach that seldom seems to work in life. CLHbid.com takes the marketing of farmland to an entirely new level. Our past Buyers include not just farmers but investors, private equity firms, and out-of-province Buyers that have only viewed the land through our online marketing.

The Province of Alberta recently chose CLHbid.com over all other competing platforms to run a pilot project selling public land. CLHbid.com was also chosen as one of the Innovators at Canada's Farm Show (Regina, SK) during 2022 and 2023. Additionally, CLHbid was recognized as an Innovator at Manitoba Ag days in 2023. Whether answering to investors, taxpayers, or Boards, Sellers and Buyers appreciate the professional and fully transparent price discovery platform we offer.

OUR PLATFORM

The basis of CLHbid.com is electronic escalating tender. If old-school conventional real estate could be considered the Polaroid one-shot single image, then CLHbid.com would be the innovative and robust video camera. With traditional listings, as the list price is reduced due to no offers, potential buyers have little assurance that the value is there. This is opposed to the CLHbid.com format, where the price increases incrementally and buyers are given 100% comfort the value is there as others are willing to bid those numbers. Property is only worth what someone is willing to pay for it, and when they are outbid, they know it is at least worth that bid.

¹ See Appendix 'A' Team

² See Appendix 'D' Marketing



Request for Decision (RFD)

CLHBID.COM ADVANTAGE

TURN-KEY EXPERIENCE

HEADED BY A LAW FIRM

- P** A hand-off between parties is seldom flawless, whether that be in a relay race or business transaction. At CLHbid.com, there is no hand-off. We are not just part of the equation; we are the entire equation and solution.
- P** As part of CLHlaw, there is a solicitor-client privilege.
- P** CLHbid.com is the only platform designed to ensure the Seller retains the utmost control when selling. Our electronic tender format, unlike an auction, means that after bidding, there is no binding agreement without the approval of the Seller and CLHbid.com.
- P** We have a proven track record now in our 7th year of selling farmland and we invite you to review our testimonials.

TRADITIONAL TENDER VS CLHbid.com

TRANSPARENT & CONFIDENTIAL

Selling land by way of a single tender in response to a newspaper ad has been around since the horse and buggy. It has been said that for the Buyer, it equates to a dart game with only one dart to throw while blindfolded. Buyers cannot increase tenders if outbid. Farmers would never sell their equipment at an auction where bidders are only allowed one bid, yet some still consider using newspaper tender for their land. The entire process lacks transparency which, in turn, produces anxiety and trepidation for Buyers relating to the bid process. Some refuse to tender given their lack of trust in the procedure, while others will submit a tender for one thousand dollars over the highest bid making a mockery of it all. Often the land is tendered as one package which is problematic as it rules out many buyers looking for specific parcels. In the end, the immense distrust, lack of openness and failure to engage all potential bidders often translates to a lower price for the Seller.

At CLHbid.com we take the blindfold off for Buyers. We know the more clarity and information we provide to Buyers, the more confidence they will have in bidding and the more money the Seller will receive in the end. At CLHbid.com, we give the Buyers a bucket of darts allowing them to keep throwing with the ability to increase their bid if outbid. We know that in exchange for providing Buyers with an open, honest and fully transparent platform, they will engage and continue bidding knowing the land value is supported by the bids. At CLHbid.com we don't just sell land - we maximize value for our Seller

The entire process at CLHbid.com is fully transparent. Parties are able to see the bids coming in, although not the bidder's names. There is total anonymity which provides reassurance to bidders and maintains relationships in communities.

SET EXIT DATE

At CLHbid.com, we offer a set exit date. On the plus, commodity prices are at a record high and several lenders are offering 100% financing based on existing equity in other lands. Many Buyers are buying without even coming up with the need for deposit monies.

* See Appendix 'C' Testimonials

* See Appendix 'D' Top Member Video



Request for Decision (RFD)

MAXIMIZING VALUE

STARTING BID SAFETY NET

A Starting Bid amount is used as a floor, and Buyers cannot bid below that price. This minimizes the risk to the Seller. Unlike unreserved auctions that start at zero, the Starting Bid provides a safety net to the owner, and there is no chance of a "steal" on auction day.

UNIQUE PRICE DISCOVERY SYSTEM

The basis of the CLHbid.com platform was recently the subject of the 2020 Nobel Prize in Economics [HERE](#). Potential Buyers tend to stay engaged and bid, knowing it must be worth that as someone else has bid. Using this price discovery system, we sold farmland for a financial lender at over twice a recent appraisal near Smoky Lake in the spring of 2021.

EVENT-SPECIFIC MARKETING – SELLING FARM LAND, *IT'S ALL WE DO*

CLHbid.com was built as a function of what we saw as being broke with conventional methods of selling farmland. Many farmers were disillusioned with traditional real estate listings where, once they signed the listing, there was limited marketing of their land to prospective Buyers. At CLHbid.com, once we start the sale process, we work closely with the Seller to help develop a robust marketing plan that is ongoing until sale day. Each sale is uniquely marketed as an event.

Marketing plans are designed specifically for each sale and we would work closely with Smoky Lake County to achieve maximum value.

WHAT WE PROPOSE

SELLING THE LAND

Each sale is held on its own unique date which shall be agreed upon between the County and CLHbid.com. Our team takes pride in showcasing land properly and would suggest droning soon as it is a beautiful time of the year to showcase the land. As a general rule, we typically market a property for 60-90 days, however each sale is unique and CLHbid tailors the particulars of each sale to reflect the same.

FEES OF CLHBID.COM

Our fee would be 8% of the gross sale proceeds. That would include all fees, including all marketing costs and the final legal work to transfer titles.

¹ <https://news.stanford.edu/2020/10/27/bid-picture-nobel-prize-winners-explain-auction-theory-collaboration/>

² See Appendix 'E' Schedule of Agricultural Land and Appendix 'F' Aerials



Request for Decision (RFD)





Request for Decision (RFD)

APPENDICES

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Request for Decision (RFD)

APPENDIX A - TEAM BIOGRAPHIES

Please Note: These are only our Management Team Members.



Roy Carter CEO

After receiving a degree in Economics, Roy obtained his Law Degree from the U of A in 1979. Upon being admitted to the Law Society in 1980, Roy continued on the dual track of grain farming and practicing law. At the age of 36 he was awarded the designation of Queens Counsel. Roy is a member of the Law Society in British Columbia, Alberta, Saskatchewan and Manitoba.

Given the time management issues associated with both roles, often it involved finding innovative ways to streamline workflow on the farm, resulting in Roy being one of the early farmers to adopt zero-tillage. Dating back to 1911 the family farm is now 4th generation and operated by his son and his family, where they run a "purebred Angus operation.

Roy's law practice has always been restricted to corporate, commercial and real estate law. A significant portion of his real estate practice relates to farm and ranch land. He is known for taking a special interest in clients and working effortlessly to provide unique solutions to what might be seen as common recurring issues. One of those issues is witnessing farmers not having access to a good method for selling land. Often owners would find the process very stressful in dealing with potential Buyers, with the added complexity whether it be family, friends and/or neighbors. Roy created the CLHbid.com platform to offer a stress-free alternative for owners, yet at the same time allowing all interested parties to bid, ensuring owners receive top value for a lifetime of work.



Request for Decision (RFD)



Bridget Hennigar
COO

Bridget Hennigar, the Chief Operating Officer of CLHbid.com, has life-long roots in the Agricultural community. She obtained her Bachelor of Commerce with Distinction from the U of A, followed by her Chartered Accountant designation. She has chaired many community organizations and received various awards for her leadership contributions, including the Fellow of Chartered Accountants.

As a chartered professional accountant, she has worked extensively with farmers and ranchers, effectively structuring their business and assisting them in managing and planning their business. She has worked with owners and their lenders in the process of acquiring capital, and has provided advice upon the exit of their business.

As former Regional Managing Partner of a national accounting and business advisory firm, Bridget understands diverse business situations. Her enthusiasm and business leadership has enabled her region to grow over 10 times during her tenure. With Bridget's leadership experience on many Firm Initiatives, she brings a collaborative approach to solving business issues.

Bridget works with clients of CLHbid.com, their accountants and tax specialists to provide unique strategic plans upon exit of their farming business including transactions involving land held in farm corporations that will maximize their after-tax return.



Alle Carter
Business Development

Alle Carter has been involved with CLHbid.com since its inception. Alle obtained her Law Degree in Queensland, Australia. Alle grew up with a strong connection to the family farm where often she could be seen next to her Mom in the combine. Always a high achiever whether that be on the honor roll in High School, or ensuring every project she takes on is completed to perfection. Taking an interest in software media design programs at an early age, she has a discerning eye to present your property in its most appealing perspective.

Her passion in working with CLHbid.com clients is evident from that very first meeting with the client right down to her ensuring all the details are covered for sale day. Alle has a particular ability to connect with clients of CLHbid.com recognizing the significance a sale will have on their life. Alle's legal background allows her bring added value to clients on a multitude of issues including things such as consolidation of titles, subdivision of farmsteads, partial discharges of mortgages, legal access issues and vendor take back financing to vendors at rates above bank rates.

Alle's hobbies including gardening, fishing, river boating, team penning, roping, camping as well as spending time with her nieces and nephew.

Alle is an accomplished show jumping equestrian having competed at a high level throughout Western USA, Western Canada and New Zealand.



Request for Decision (RFD)

APPENDIX B - MARKETING

Please Note: The mailer would include a portion of the script etc.

1. Showcase the land on the CLHbid.com website with video, images, script, land titles, lease/purchase agreements, SLR details, aerial map along with link for bidding and registration on sale day

2. Drone images of entire property



3. For each sale, a professional drone video is produced to showcase the land along with highlighting possible opportunities. After drone work is completed, a script is sent to an international voice actor. The final product is a professional video that gives potential bidders a detailed view and aerial tour of the property. The video below is from Smoky Lake Original that was held on September 15, 2022. The video would be hosted on YouTube and linked from the CLHbid.com website:



4. Weekly email notifications of the sale to extensive database of CLHbid.com Registrants and potential bidders
5. CLHbid.com representatives to directly source potential bidders based on our wealth of knowledge of farmers and investors in this area



Request for Decision (RFD)

6. 13' cement-based signs

7. Newspaper Advertisements in Local and Western Canadian newspapers

8. Double-sided, 5x7 mailer postcard sent to tens of thousands farms and houses in sale area



9. Mailer postcard addressed and sent to direct neighbors

10. Online advertising – ads will be posted and boosted with paid advertisements reaching over one million people on Social Media and Online Platforms

EACH OF THE ICONS BELOW WILL LINK TO OUR PROFILES ON THE VARIOUS ONLINE SITES:



11. 52' Van to advertise Sale Date





Request for Decision (RFD)

APPENDIX C - TESTIMONIALS

Why CLHbid.com? Testimonials

After considering different sales options, we chose the CLHbid online process, which ensured our most important consideration; that anyone interested have an equal, fair and transparent opportunity to purchase our land. The exposure through large on sight signage, broadly distributed advertising and a very effective website, brought together a varied array of interested buyers that provided the most effective form of open price discovery possible. We were pleased with the overall outcome and happy as well to hear from the new landowners who felt they paid a fair price. Sandy and I sincerely appreciated the professionalism portrayed by all the CLHbid staff members which made the sale of our farm after 46 years, a much easier experience for us.

Hon. Ted Menzies P.C.
Farmer - Claresholm, AB

We are grateful for all that CLHbid did in getting the Cross Heritage Farm sold. The CLHbid team took on a dreaded monumental task for our family and allowed our thirteen quarters of farmland to be sold at fair market value without the feared interference of family, friends and fellow farmers. I hope in the future this is the method landowners use to sell their land efficiently and effectively to ensure fairness to all parties.

The Cross Heritage Farm
Vermilion, AB

We appreciate all you & your team have done for us. Extremely professional, friendly, helpful and stress free for us. Which means a lot at our age, and with also never having moved in 52 years, you have made it pleasant for us so far. Our kids have appreciated you as well, since they live a fair distance away and you guys made it so easy.

Marshall & Susan Hall
Retired Farmers, Fort Saskatchewan - AB

Most executors talked about the hardships and problems they had encountered when selling their family farmland; the shortfall from an assumed land value, chaotic purchase equality and opportunity for all potential buyers, ineffective marketing and promotion of the land sale, and rumor-strategies that reduced the number of potential buyers. The CLHbid system removes those risks and complications that arise when selling the farm. As an executor, I explored today's selling options for our sale. The CLHbid system is years ahead of anything else available today. Their experience and expertise made the process simple, with an incredible outcome for us.

Scott Misick
Executor - Vermilion, AB

As first time users of this sale method we were both hesitant and unsure, but as auctioneers ourselves we also realized that the most accurate and fair representation of market value is via public auction. The entire team at CLHbid.com are both courteous and professional and CLHbid did not leave any marketing opportunity unused in pursuit of buyers. The platform was simple, easy to understand and user-friendly for both ends of the transaction. Overall we are very pleased with the outcome of our sale!

Mike Kosick, Kelowna, BC
Tyler Kosick, Salmon Arm, BC
Ranchers, Auctioneers & Aggregate Contractors

Our Colony has used CLHbid more than once to buy land. We like the process 100%. We think CLHbid is the best system for selling land. It is fair to sellers and buyers. We don't like closed tenders to a law firm where you only get one chance and never really know what goes on. Using CLHbid, we can keep increasing our bid. It gives us time to think and calculate from the privacy of our Colony. In the end, the buyer knows they paid a fair price.

Thomas Tschetter Hutterian Brethren Church of Jumbo Valley - Fort MacLeod, AB



Request for Decision (RFD)

After over 50 years on our Ranch we decided to sell. After looking at various options we elected to go with CLHbid.com. CLHbid.com totally removed the stress that comes with business dealings between neighbours and friends. All bidders had an equal chance to bid in privacy online. We are convinced CLHbid.com got us the highest sale price we could ever have expected for our Ranch. We were not required to pay for an expensive guarantee either. Given their legal background the CLHbid.com team was most helpful in all aspects of the selling process. On sale day, the Ranch sold in just 3 hours to 3 neighbours. We were never informed as to who was bidding or who was second highest bidder and liked it that way. In the end, the Ranch sold on our timeline, for top dollar and we remained friends with all our neighbours.

Tom & Carole Rycroft
Ranchers - Devon, AB

When the time came to sell our ranch, consisting of 32 quarter sections in one block, we wanted to ensure we received fair value for this rare assemblage and so decided to go with CLHbid.com. We especially liked the fact that CLHbid.com was specifically designed for the sale of agricultural land, and offered a unique selling feature in their en bloc system. We feel the en bloc feature increased the value of our land considerably. I would certainly recommend CLHbid.com to anyone looking to sell their farm or ranch.

Dean Swanberg
Partner - Kleskun Hills Bison Ranch, AB

We elected to go with CLHbid.com to sell our 100 year old Saskatchewan/Alberta ranch, made up of 45.5 quarter sections. As the land was held in a corporation, CLHbid worked closely with our accountant to utilize tax strategies to maximize the net after tax returns to all shareholders. Their ability to package parcels, engage the maximum amount of bidders by offering the 'en bloc' option and market into the financial sector was a game-changer. In the end the entire Hjalte Ranch was sold in a matter of hours to 7 different buyers.

Darryl Morris
Rancher - Kerrobert, SK

Thank you so much. I know if we had just sold it, we would not have got the return you did. We plan on selling more land you will be our go to.

Don & Norma Ross
Farmers- Mannville, AB

We sold some land during COVID so were never able to meet the CLH team in person. After many emails and phone calls we decided they were right for us. Once arriving at opening bid we knew, if reached we would be completely satisfied. The land sold for almost double the opening bid so that was excellent for us. Our children, living in three different provinces were able to follow the bidding so was great for them too. For anyone interested in selling farmland, CLHbid has a great selling platform and are knowledgeable and friendly to deal with. We would have no trouble recommending them.

Bernie & Audrey Eyben
Retired Farmers - Camrose, AB

We tried to sell some of our farm land retaining a local law firm to place a tender in the local paper for us. We would never go this route again. With the tender process, there is little transparency for either the Seller or Buyer and the experience was fraught with problems including poor marketing. In the end the highest tender was well short of what we eventually sold the land for using CLHbid.com. We believe the CLHbid.com model solves all of the problems inherent with tendering, especially in a small community. When the time comes, we will be using CLHbid.com to sell our remaining land as well.

Brian & Karin Wilson
Farmers - Fairview, AB



Request for Decision (RFD)

CLHbid.com

We were looking to consolidate, so retained CLHbid.com to sell land away from our main ranch. We had a standing offer and were told by many we should accept it. Not knowing the real value however, we trusted the CLHbid.com platform to get us top value. In the end the land sold for well in excess of that standing offer and over 2x the Starting Bid. We are confident CLHbid.com brings true value for your land. We also didn't have to pick between neighbours as to who got it in the end. We would certainly use CLHbid.com to sell land in the future.

Laurie and Lianne Read
Ranchers - Silver Valley, AB

I would recommend them to anyone selling a ranch or farm! The whole group is so hands on from start to finish of the sale! They know what it means to sell a ranch or farm after so many years of having it in the family. I will never forget my uncle telling me to make sure I talked to CLH about selling. So I did. Best call I ever made! Special thanks to the entire team for being there for my mother, sister and myself. That won't be forgotten.

Alton Day
Rancher- Spirit River, AB

Best decision we could have made. Our experience with CLHbid.com was phenomenal. We would highly recommend them to anyone wanting to sell farm land. Their team is efficient, accommodating and professional. We would like to thank CLHbid.com for their complete understanding in a time of transition.

Richard & Eileen Bianchi
Ranchers - Milk River, AB

Our dealings with the entire team at CLHbid.com were extremely professional, knowledgeable, and accommodating. We were so impressed with the smooth and painless process from beginning to end to sell our land. They put their expertise to work for us and it showed. The one-stop-shop experience took the stress out of decision making, gave us confidence we were in good hands, and ultimately resulted in a price for our sale that was well above the Starting Bid. CLHbid has earned our highest recommendation.

Meagan & Byron Bidulka
Sellers - Cochrane, AB

As both a seller and buyer of agricultural land, I have made use of various platforms over the years. Most platforms, including those of the large auction companies, are very busy, as they try and sell everything from used lawnmowers to irrigated quarters. Whether selling or buying land, I much prefer the CLHbid platform. The CLHbid.com website is easy to navigate and user friendly to bid on. At the end of the day, I am confident that by just focusing on farmland, CLHbid.com brings a much higher value to sellers. I have used CLHbid.com to sell land in the past and would for sure use them again.

Gina Hommy
Investor, Farm Land - Grande Prairie, AB

After the loss of our parents, my sister and I as joint Executrices of their will, had the task of selling our third generation farm. Our first attempt was to try to sell through newspaper tender but we received no offers. When we heard of CLHbid.com we weren't sure if this would work for us either but we were wrong. They sold the farm in the midst of COVID-19 and the downturn in the economy to multiple buyers. All five of us were impressed with their efforts on our behalf and the professionalism they displayed and we would definitely recommend CLHbid.com with an estate to sell.

Linda Holmes
Executrix - Strathcona County, AB



Request for Decision (RFD)

At a time when Fendt is coming out with electric farm tractors, we considered how we had bought and sold farmland for the past fifty years. We chose CLHbid.com for our latest sale and are very happy with the results. Neighbors all had a fair chance to buy. Those that didn't buy said their land values were increased by our sale. In early February, we sold at -35 C with a buyer sitting outside in Arizona bidding from a laptop. We believe CLHbid.com is the way of the future for selling farmland.

Don & June Pearson
Retired - Hythe, AB

Few things can be more valued in business than ingenuity and honest dealings. Notwithstanding reports that the CEO is or once was a lawyer, I have found Roy Carter and the entire CLHbid.com team in full and ready possession of ingenuity, honesty and common sense to boot. Dealing with them has been pleasurable and profitable and I'd encourage any seller to consider their services without reservation.

Aaron Sorensen
Seller - Calgary, AB

We would highly recommend CLHbid. They actually care about the people they are working for. The entire team treated us with genuine compassion at a very emotional and stressful time. Not only are they very good at their jobs but they were always just a phone call/email away for any and all of our questions. We can't thank them enough.

Shannon Hopper (Dubelt)
Executrix - Myrnam, AB

It was a pleasure to work with the entire CLHbid.com team for selling our land. The best part was that you did all the work and looked after all the details, which left us with nothing to worry about. The whole marketing process was impressive right up to the sale date. We can never thank you enough for giving us the opportunity to sell our farm on a given date and with no hassle for well above what we had anticipated.

Phil & Lorraine Hotton
Farmers - County of Grande Prairie, AB

We monitored the sale of our relative's land in Western Canada from our home in Boston, Mass. The CLHbid.com platform for selling farm land was impressive, to say the least. To see land that we had enjoyed as kids while visiting from the USA showcased in such a tremendous way was touching. If I were to ever have a farm to market, CLHbid.com would be the people I'd in trust to sell it!

Alice Rouse
Family Member - Boston, MA USA

Our family farm was held in a corporation. Our long-time family accountant worked closely with all the professionals at CLHbid.com to maximize net sale returns to all us shareholders. In the end our land sale was an enormous success netting us additional funds multiples of any fees. We are confident that retaining CLHbid.com to sell corporate farmland is the way to go!!

J. Reinhart Family
Seller - Chauvin, AB



Request for Decision (RFD)

CLHbid.com

A neighbor's ranch that had been in their family for generations was listed for sale by real estate as one listing of over 40 quarter sections. None of us neighbors wanted or could afford it all and the real estate listing finally expired with no offers. The owners then put the land up for sale with CLHbid.com. This suited us neighbors perfectly and in the end seven of us bought the land we each wanted. I was able to bid on and buy my land from my house. CLHbid gave us all notice of the sale and allowed all neighbors an equal chance.

James Baier
Rancher - Compeer, AB

CLHbid.com really knows what they are doing when it comes to selling farmland and we really appreciate what they did for us. The marketing reached far, far more people than we could have even imagined. The team was always approachable and a pleasure to deal with right to their call the morning of sale day.

Doug & Helen McIntyre
Farmers - Leduc, AB

Thanks to everyone at CLHbid, we are incredibly happy and overjoyed with the result of the sale. A big weight has come off our shoulders and words cannot express how much we appreciate your professionalism, friendliness and ease of working with you all. Thank you from the bottom of our hearts for all that you do. We will make sure to spread the word.

Brad & Diane Bouck
Farmers - Silver Valley, AB

You made the sale of my farm land so easy & hassle free, I cannot thank you enough. You did an exceptional job of advertising and just getting it out there. The final sale price was beyond my wildest dreams. I will recommend you to everyone I know that wants to sell their farm & if you need me to talk to anyone that is doubtful just let me know.

Naomi McLeod
Retired - Fairview, AB

CLHbid.com in my opinion is the best thing out there! Their professionalism is outstanding, their advertising is absolutely incredible, this is the way to go folks, I received almost double what I thought I'd get for the quarter I sold!! Best thing everybody gets a chance to bid, no hard feelings from neighbours etc. I highly recommend CLHbid.com!!

Teresa Kowalchuk
Seller - Fairview, AB

The decision to sell multigenerational farmland was a difficult and stressful decision. What wasn't stressful was choosing CLHbid to facilitate the sale. Any interested buyers were given ample notice, video documentation, land title information, and photos. The CLH team gave us peace of mind. The bidding process was transparent, fair and very professional. We were very satisfied and would recommend the CLHbid team to anyone looking to sell farmland.

Kelvin & Debbie Riley
Farmers - Ponoka, AB

We went with CLHbid.com to sell our land in Central Alberta. In the end CLHbid.com sold it for almost double the guarantee we were offered by another large auction company. The team at CLHbid.com didn't just talk the talk but walked the walk for us.

Karl & Patti Kocon
Farmers - Spruce Grove, AB



Request for Decision (RFD)

After careful consideration of all the options for selling family's 4th generation cattle ranch, it became evident to us that CLHbid.com was the way to go. The CLHbid.com team is easy to deal with, had a very realistic commission, offers low stress, and has a straightforward selling process. On sale day, our ranch sold 'en bloc' to out-of-area buyers for a price well above our already high sale expectations. The entire CLHbid team is caring, conscientious and professional. We could not be happier.

Ardyth Perry, Rancher - High Prairie, AB
Corey Perry, Rancher - Drayton Valley, AB

CLHbid is an excellent company to work with! Downsizing our farming operation was a difficult decision. The entire CLHbid team was professional, helpful, knowledgeable and prompt in all our interactions. They made selling our farmland a smooth, stress-free venture. We would highly recommend them!!

Ernie & Jacquie Warawa
Farmers - Vegreville, AB

I think CLHbid.com is the way of the future. Now people need to realize this is another option to sell their land other than listing it or an auction. If I was to sell land, I would go this way and I think most people would consider it if they know about it. It is a fair system and no backroom dealings. I think my land values have increased with the CLHbid.com concept.

Tim Garner
Professional Agrologist/Farmer, AB

Tried listing with real estate for over 2 years and could not even get an offer. With CLHbid.com having legal, accounting, and farm expertise coupled with community respect, the decision was easy. The CLHbid.com team was motivated, reliable and marketed the land in a professional way. The incredible part is CLHbid.com ended up selling it for well over what realtors had it listed for.

Harry Schudlo
Executor - Sexsmith, AB

Thanks for the work your firm did in preparing for the auction. I don't think it could have gone smoother from our perspective. Appreciated your firm standing between seller and buyer. We knew it was the way to go as soon as we read your info brochure.

Gary & Annette Quiring
Farmers - Sherwood Park - AB

Our family would like to thank CLHbid.com for all their expertise and help in selling our farm land. Every aspect was carried out in an absolutely professional manner. The entire CLHbid.com team was very great to deal with and very accommodating. We would certainly recommend CLHbid.com if selling Agricultural land.

Bob & Yvonne Hartell
Ranchers - Strathmore, AB

Selling Farm Land, It's All We Do





Request for Decision (RFD)

APPENDIX D - TED MENZIES VIDEO





Request for Decision (RFD)



CLHbid.com

201-9803 101 Avenue
Grande Prairie, Alberta

PHONE 780 532 8357

www.clhbid.com



Request for Decision (RFD)

Enclosure #2 – Public Land Sale Tender



Smoky Lake County Public Land Sale Tender

-
- NW 2-59-12-W4M (13.57 ACRES)
 - NE 29-59-12-W4M (2.02 ACRES)
 - SW 21-60-13-W4M (1.0 ACRES)
 - SE 9-58-15-W4M (22.04 ACRES)
 - SW 35-59-15-W4M (0.5 ACRES)
 - PLAN 8120163, LOT 1 (20.16 ACRES)
 - PLAN 3329ET (1.0 ACRES)
 - PLAN 1955CL, BLOCK 1, LOT 3, (3,900 SQUARE FEET)
 - PLAN 1955CL, BLOCK 1, LOT 18, (6,222 SQUARE FEET)
 - PLAN 1039CL, BLOCK 4, LOTS 12-14 (13,637 SQUARE FEET)
 - PLAN 1039CL, BLOCK 4, LOTS, 15 & 16 (12,803 SQUARE FEET)
 - PLAN 716CL, BLOCK 1, LOT 9 (3,900 SQUARE FEET)
 - PLAN 716CL, BLOCK 2, LOT 1 (3,900 SQUARE FEET)
 - PLAN 0425044, BLOCK H, LOT 10A (12,800 SQUARE FEET)
 - PLAN 0425044, BLOCK H, LOT 11A (10,000 SQUARE FEET)

Smoky Lake County
 BOX 310 |
 4612 McDougall Drive |
 Smoky Lake, Alberta |
 T0A 3C0 |

CLOSING DATE
 FRIDAY, NOVEMBER 3, 2023
 2:00:00 p.m. Mountain Time



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

GENERAL INFORMATION TO APPLICANTS

SMOKY LAKE COUNTY (the County) is offering the following surplus County-owned lands (the Lands) for sale by Public Tender:

LEGAL DESCRIPTION	SIZE OF PARCEL	ZONING
PT. NW 2-59-12-W4M	13.57 ACRES	AGRICULTURE (AG)
NE 29-59-12-W4M	2.02 ACRES	AGRICULTURE (AG)
SW 21-60-13-W4M	1.0 ACRE	AGRICULTURE (AG)
SE 9-58-15-W4M	22.04 ACRES	AGRICULTURE (AG)
SW 35-59-15-W4M	0.5 ACRES	HAMLET GENERAL (HG)
PLAN 8120163 LOT 1	20.16 ACRES	AGRICULTURE (AG)
PLAN 3329ET	1.0 ACRES	AGRICULTURE (AG)
PLAN 1955CL BLOCK 1 LOT 3	3,900 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 1955CL BLOCK 1 LOT 18	6,222 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 1039CL BLOCK 4 LOTS 12-14	13,637 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 1039CL BLOCK 4 LOTS 15 & 16	12,803 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 716CL BLOCK 1 LOT 9	3,900 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 716CL BLOCK 2 LOT 1	3,900 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 0425044, BLOCK H, LOT 10A	12,800 SQUARE FEET	HAMLET GENERAL (HG)
PLAN 0425044, BLOCK H, LOT 11A	10,000 SQUARE FEET	HAMLET GENERAL (HG)



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Definitions

Applicants: Means all persons, partnerships or corporations who respond to this Public Land Sale Tender and includes their heirs, successors and permitted assigns.

County: Means Smoky Lake County.

Tender: Means a tender received from an Applicant, received prior to the deadline date and which meets the requirements of this Public Land Sale Tender.

Lands: Means the County-owned lands that are the subject of this Public Land Sale Tender.

May: Used in this Public Land Sale Tender denotes permissive.

Must/Shall/Will: Used in this Public Land Sale Tender denotes imperative.

Public Land Sale Tender: means this document and any addenda issued pursuant to this document.

Closing Date and Time

Only those Tenders received on or before the deadline date and time advertised for the submission of Tenders will be considered by the County. Tenders received after the deadline will not be considered. The County will assume no responsibility for Tenders that do not arrive at the County office by the specified closing date and time. Late Tenders will be returned to the Applicant upon receipt by the County.

Rejection and Disqualification of Tender

The County reserves the right to reject or disqualify any or all Tenders received. Should the County decide that it is in the best interests of the County to retain ownership of any or all of the Lands, the Applicant(s) shall have no claim against the County.

The County will reject or disqualify Tenders as non-compliant for the following reasons, unless otherwise specified in this Public Land Sale Tender:

- Failure to submit the required Tender and support documents in accordance with the closing date and time indicated on the cover page of this Public Land Sale Tender or any subsequent addenda;
- Failure to complete, sign and return the Tender Submission form.



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

- Failure to comply with any of the mandatory requirements of this Public Land Sale Tender or those mandatory requirements of an subsequent addenda, or any other condition that the County considers appropriate.

Tender Submission

Applicants must submit two (2) printed copies of your Tender in a sealed envelope, addressed to the following, delivered or post-marked no later than **Friday, December 1, 2023 at 2:00:00 p.m. Mountain Time:**

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

ATTN: Jordan Ruegg, Planning and Development Manager

All Tenders must include the attached Submission Form and are to be clearly marked **“Public Land Sale Tender – TENDER # 01-23”**.

Questions/Inquiries

Questions or inquiries relating to this Public Land Sale Tender shall be directed to:

Jordan Ruegg
Planning and Development Manager
Phone: 780-656-3730 Cell: 780-650-5207
Toll Free: 1-888-656-3730 Fax: 780-656-3768
Email: jruegg@smokylakecounty.ab.ca

Inquiries must not be directed to any other County employee(s) or elected official(s). Directing inquiries other than to those designated may result in your Tender being rejected or disqualified by the county. The deadline for questions or inquiries is **Friday, November 24, 2023 at 4:00:00 p.m., Mountain Time.**



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #1 INFORMATION

Property #1:

- Legal Description: PT. NW 2-59-12-W4M
- Frontage: Approximately 100m along Range Road 122
- Shape: Rectangular
- Total Land Area: Approximately 13.57 acres (5.49 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 45,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

**LINC #: 0022 081 559
Title: 992 266 545
Short Legal: 4;12;59;2;NW**

Legal Description:

**MERIDIAN 4 RANGE 12 TOWNSHIP 59 SECTION 2
ALL THAT PORTION OF THE NORTH WEST QUARTER
LYING TO THE NORTH OF THE NORTHERLY LIMIT OF
CACHE LAKE INDIAN RESERVE NO. 125-A AS SHOWN
ON A PLAN OF SURVEY OF THE SAID TOWNSHIP
SIGNED AT OTTAWA ON THE 29TH DAY OF JULY
A.D. 1918, CONTAINING 5.75 HECTARES (14.20 ACRES) MORE OR LESS.**

**EXCEPTING THEREOUT: 0.255 HECTARES (0.63 ACRES) MORE OR LESS FOR ROAD AS SHOWN
ON ROAD PLAN 469MC**

EXCEPTING THEREOUT ALL MINES AND MINERALS

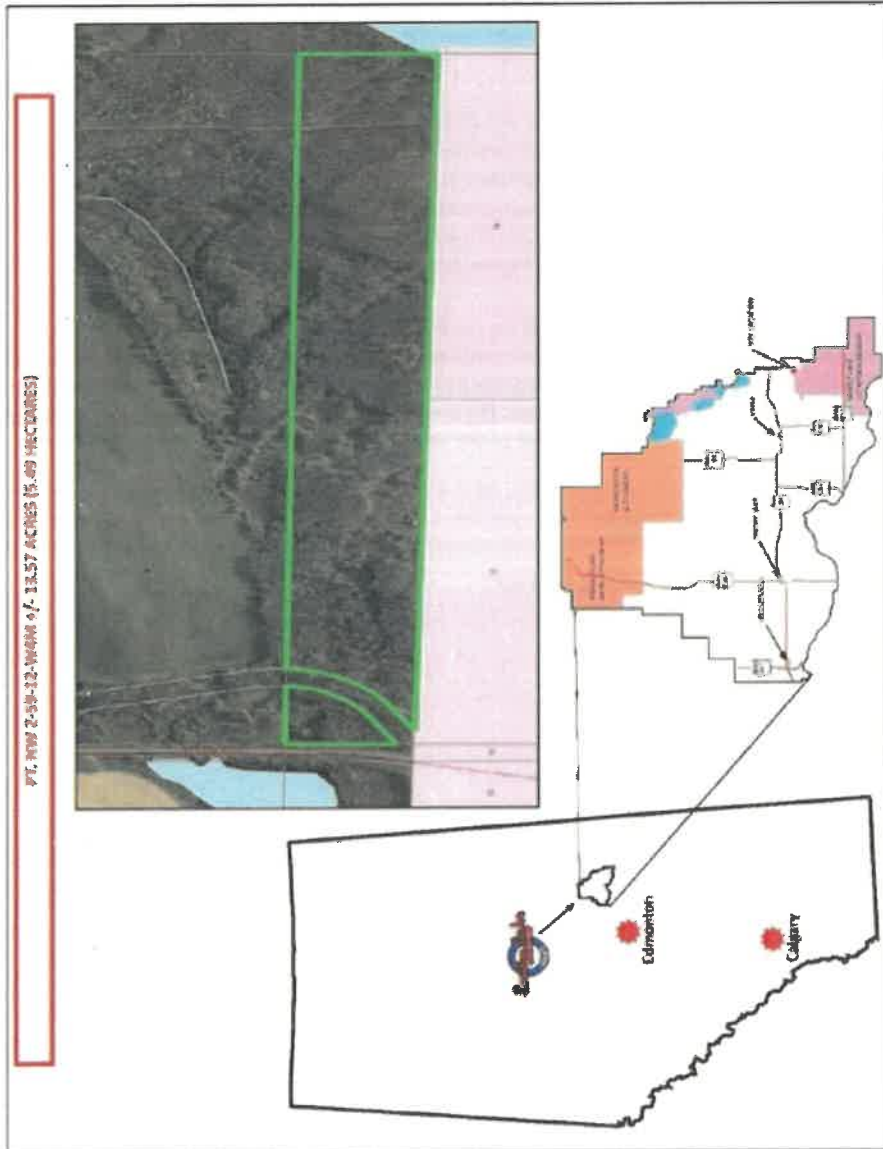


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #1: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #2 INFORMATION

Property #2:

- Legal Description: PT. NE 29-59-12-W4M
- Frontage: Approximately 10m along Range Road 124
- Shape: Panhandle
- Total Land Area: Approximately 2.02 acres (0.82 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 13,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

**LINC #: 0020 451 332
 Title: 198Z130
 Short Legal: 1532HW;OT**

Legal Description:

**PLAN 1532HW
 MERIDIAN 4 RANGE 12 TOWNSHIP 59 SECTION 29
 QUARTER NORTH EAST
 ALL THAT PORTION AS SHOWN ON A PLAN OF SURVEY
 OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE
 29TH DAY OF JULY A.D. 1918, CONTAINING 2.02
 ACRES MORE OR LESS, AS SHOWN OUTLINED IN RED ON SAID PLAN**

EXCEPTING THEREOUT ALL MINES AND MINERALS

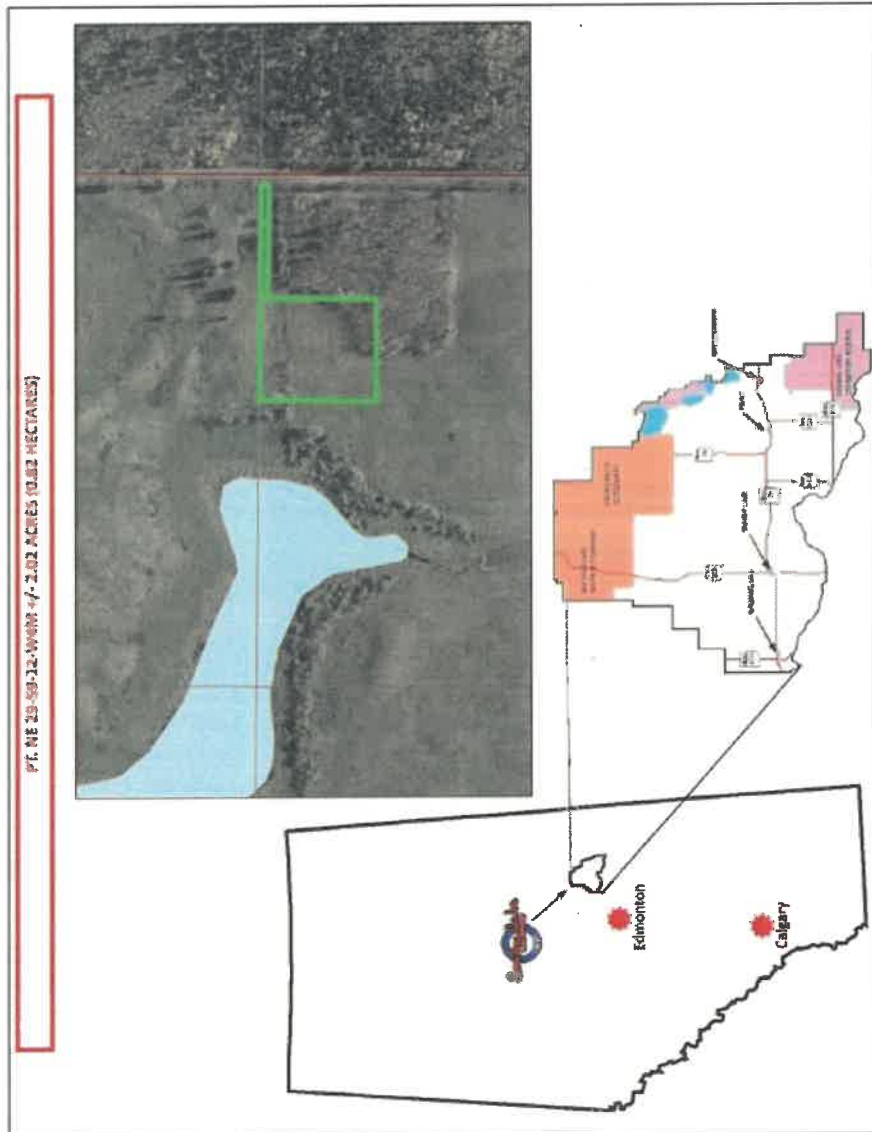


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #2: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #3 INFORMATION

Property #3:

- Legal Description: PT. SW 21-60-13-W4M
- Frontage: Approximately 35m along Range Road 134
- Shape: Rectangular
- Total Land Area: Approximately 1.0 acres (0.40 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 12,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

**LINC #: 0023 569 180
Title: 42H227A
Short Legal: 4;13;60;21;SW**

Legal Description:

**MERIDIAN 4 RANGE 13 TOWNSHIP 60 SECTION 21
ALL THAT PORTION OF THE SOUTH WEST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID QUARTER SECTION, THENCE
NORTHERLY AND ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 105.6 FEET, THENCE
EASTERLY AND PARALLEL WITH THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION A
DISTANCE OF 412.5 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE SAID WEST
BOUNDARY A DISTANCE OF 105.6 FEET, TO A POINT ON THE SAID SOUTH BOUNDARY, THENCE
WESTERLY AND ALONG THE SAID SOUTH BOUNDARY A DISTANCE OF 412.5 FEET TO THE POINT
OF COMMENCEMENT CONTAINING .809 OF A HECTARE (1 ACRE) MORE OR LESS**

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

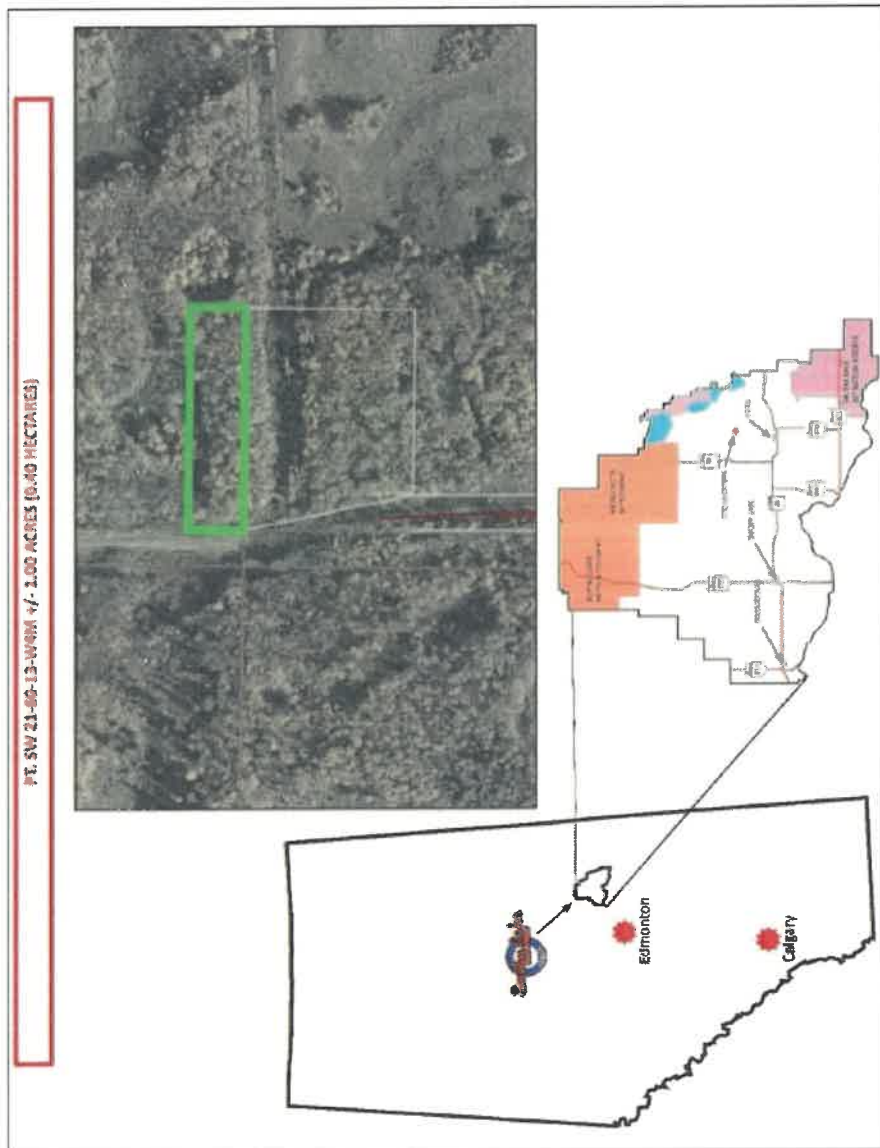


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #3: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #4 INFORMATION

Property #4:

- Legal Description: PT. SE 9-58-15-W4M
- Frontage: Approximately 280m along Township Road 581A
- Shape: Square
- Total Land Area: Approximately 20.04 acres (8.10 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 50,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0038 921 664

Title: 212 175 589 +1

Short Legal: 4;15;58;9;SE

Legal Description:

MERIDIAN 4 RANGE 15 TOWNSHIP 58 SECTION 9 ALL THAT PORTION OF THE SOUTH EAST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST BOUNDARY OF THE SAID QUARTER SECTION WITH A LINE DRAWN PARALLEL TO THE NORTH BOUNDARY OF THE SAID QUARTER SECTION AND 33 FEET PERPENDICULARLY DISTANT SOUTHERLY THEREFROM, THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY 990 FEET, THENCE EASTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY 912 FEET, THENCE NORTHERLY AND PARALLEL TO THE SAID WEST BOUNDARY 957 FEET, THENCE EASTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY TO A POINT ON THE EAST BOUNDARY OF THE SAID QUARTER SECTION, THENCE NORTHERLY ALONG THE SAID EAST BOUNDARY TO INTERSECTION WITH THE SAID LINE DRAWN PARALLEL TO THE SAID NORTH BOUNDARY AND 33 FEET PERPENDICULARLY DISTANT SOUTHERLY THEREFROM, THENCE WESTERLY ALONG THE SAID PARALLEL LINE TO THE POINT OF COMMENCEMENT.

THE LAND HEREBY DESCRIBED CONTAINING 8.92 HECTARES (22.04 ACRES) MORE OR LESS.

EXCEPTING THEREOUT:

	HECTARES (ACRES) MORE OR LESS
A) PLAN 2121870 SUBDIVISION	0.81 2.0 (ROAD ONLY)

EXCEPTING THEREOUT ALL MINES AND MINERALS

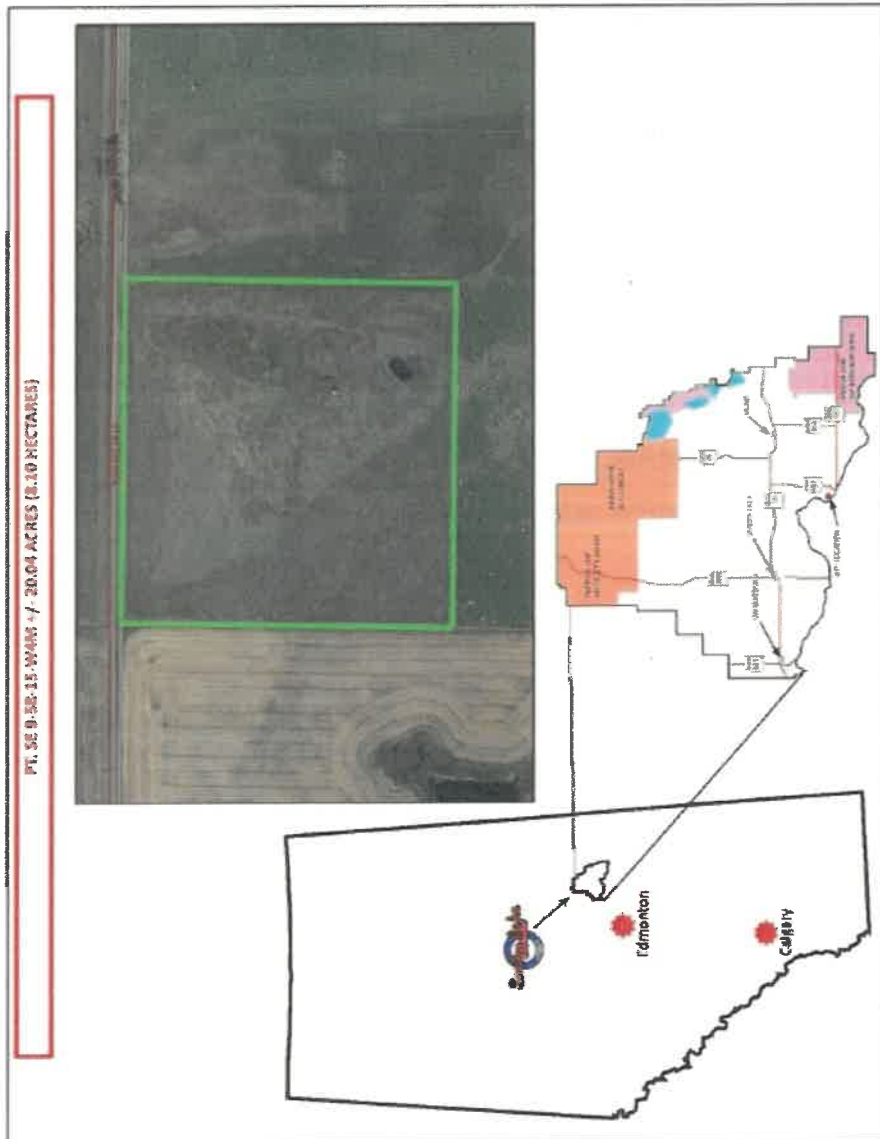


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #4: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDERS 01-23

PROPERTY #5 INFORMATION

Property #5:

- Legal Description: NE 32-59-14-W4M
- Frontage: None
- Shape: Rectangular
- Total Land Area: Approximately 0.5 acres (0.20 hectares)
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 500.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances; soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0022 081 559
Title: 992 266 545
Short Legal: 4;12;59;2;NW

Legal Description:

**MERIDIAN 4 RANGE 15 TOWNSHIP 35 SECTION 35 ALL THAT PORTION OF THE SOUTH WEST QUARTER SECTION 35 DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE EASTERN BOUNDARY OF THE TOWNSITE OF BELLIS, AS SHOWN ON SUBDIVISION PLAN 1039CL 100 FEET SOUTH OF THE NORTHERN BOUNDARY OF THE SAID QUARTER SECTION, THENCE EASTERLY PARALLEL TO THE SAID NORTHERN BOUNDARY OF THE SAID QUARTER SECTION 105 FEET, THENCE SOUTHERLY AND PARALLEL TO THE SAID EASTERN BOUNDARY OF THE SAID TOWNSITE 210 FEET, THENCE WESTERLY AND PARALLEL TO THE SAID NORTHERN BOUNDARY OF THE SAID QUARTER SECTION 105 FEET MORE OR LESS TO THE SAID EASTERN BOUNDARY OF THE SAID TOWNSITE, THENCE NORTHERLY ALONG THE SAID EASTERN BOUNDARY OF THE SAID TOWNSITE 210 FEET MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 0.50 OF AN ACRE MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS**

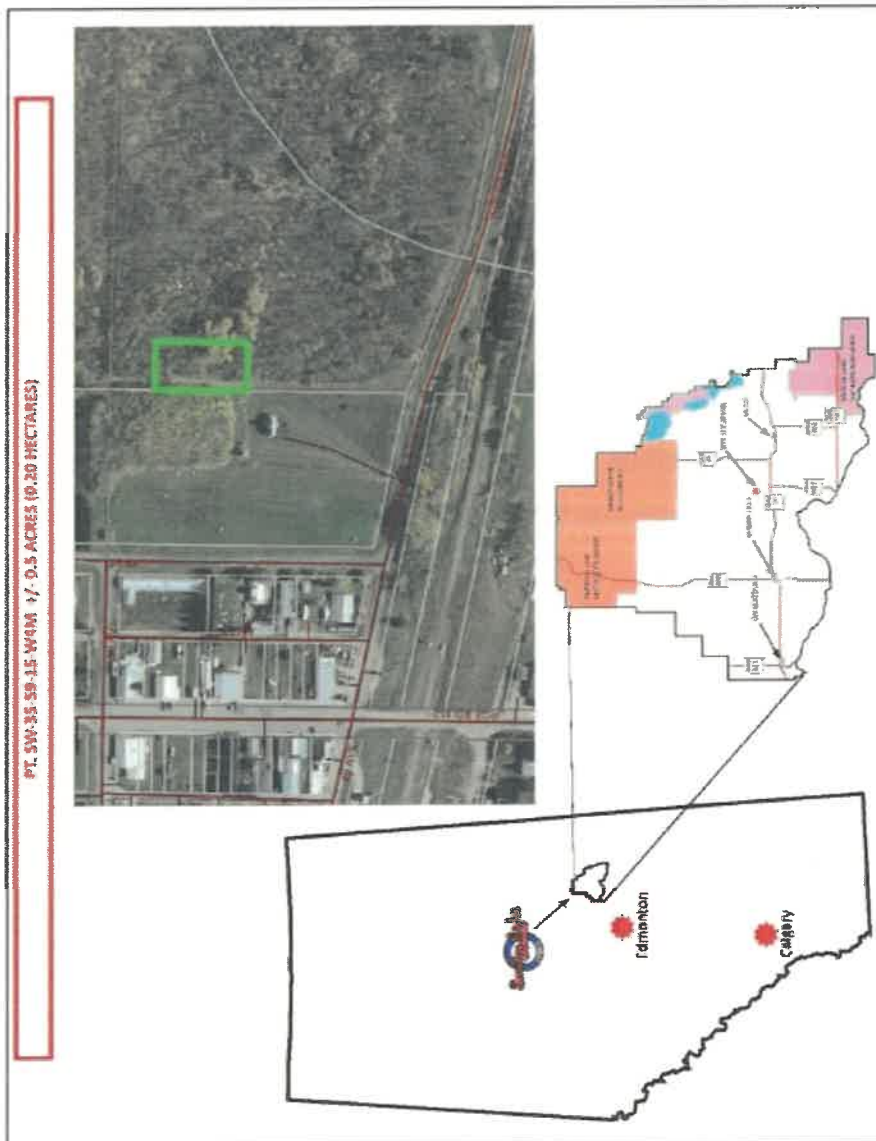


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #5: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDERS 01-23

PROPERTY #6 INFORMATION

Property #6:

- Legal Description: PLAN 8120163, LOT 1
- Frontage: Approximately 355m along Township Road 595A
- Shape: Triangular
- Total Land Area: Approximately 20.0 acres (8.09 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 70,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0011 980 737
Title: 812 015 923
Short Legal: 8120163;;1

Legal Description:

PLAN 8120163
LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 8.16 HECTARES (20.16 ACRES) MORE OR LESS

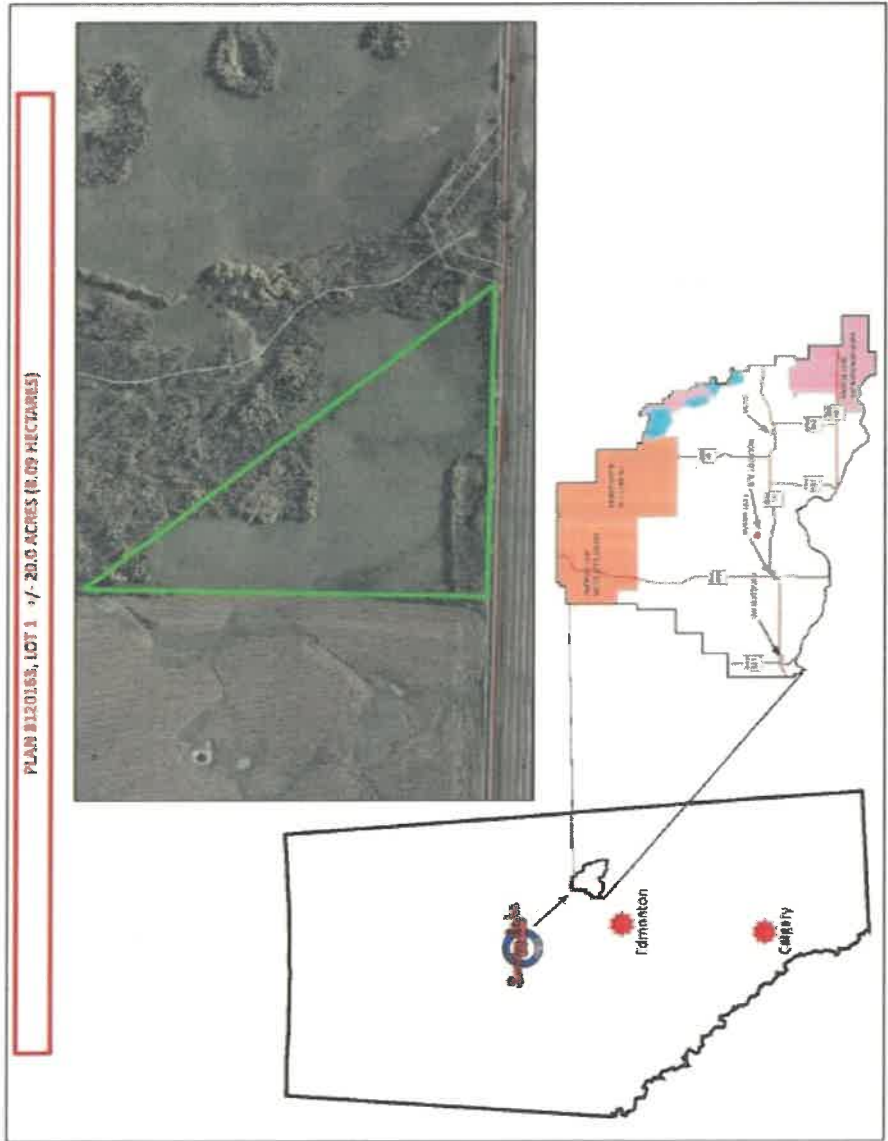


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #6: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #7 INFORMATION

Property #7:

- Legal Description: PLAN 3329ET
- Frontage: Approximately 5m along Range Road 183
- Shape: Panhandle
- Total Land Area: Approximately 1.0 acres (0.405 hectares)
- Zoning: Agriculture (AG) District
- Reserve Bid: \$ 5,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0019 197 094
Title: 822 053 769 A
Short Legal: 3329ET;OT

Legal Description:

ROAD PLAN 3329ET
NUISANCE GROUND AND ACCESS ROAD

CONTAINING 0.405 HECTARES (1 ACRE)
MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

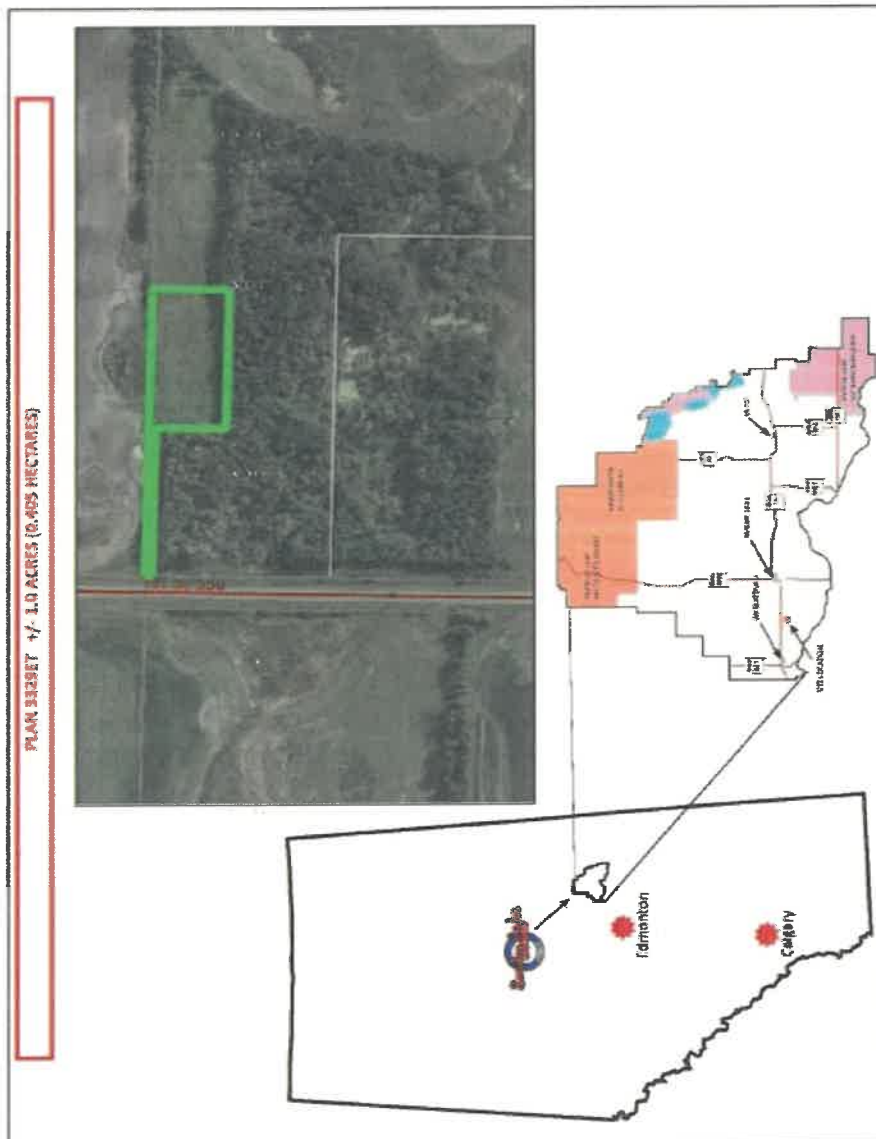


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #7: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #8 INFORMATION

Property #8:

- Legal Description: PLAN 1955CL, BLOCK 1, LOT 3
- Frontage: Approximately 10m along 49th Street in Spedden
- Shape: Rectangular
- Total Land Area: Approximately 3,900 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 2,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0019 197 094
Title: 822 053 769 A
Short Legal: 1955CL;1;3

Legal Description:

PLAN 1955CL
BLOCK 1
LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

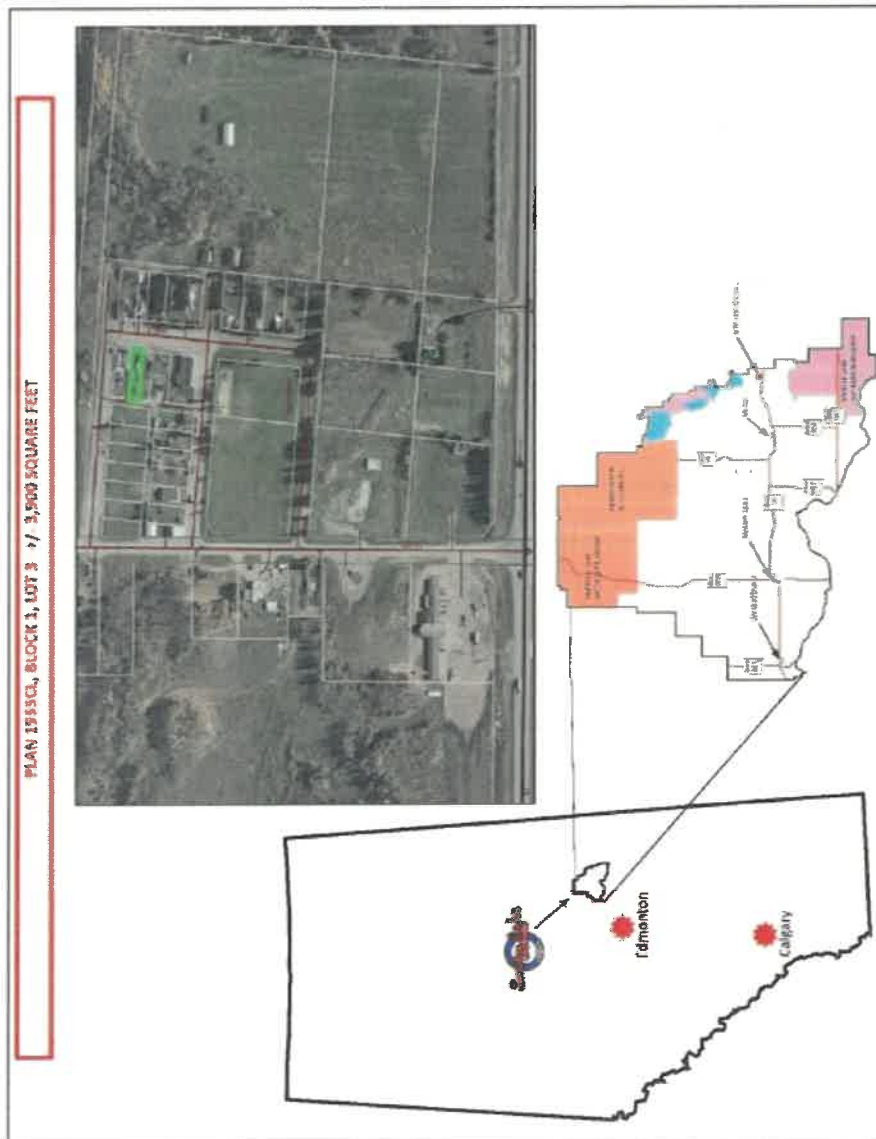


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #8: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER 01-23

PROPERTY #9 INFORMATION

Property #9:

- Legal Description: PLAN 1955CL BLOCK 1 LOT 18
- Frontage: Approximately 14m along 51st Avenue in Spedden
- Shape: Rectangular
- Total Land Area: Approximately 6,222 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 2,300.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0020 154 811
Title: 072 595 849
Short Legal: 1955CL;1;18

Legal Description:

PLAN 1955CL
BLOCK 1
LOT 18

EXCEPTING THEREOUT ALL MINES AND MINERALS

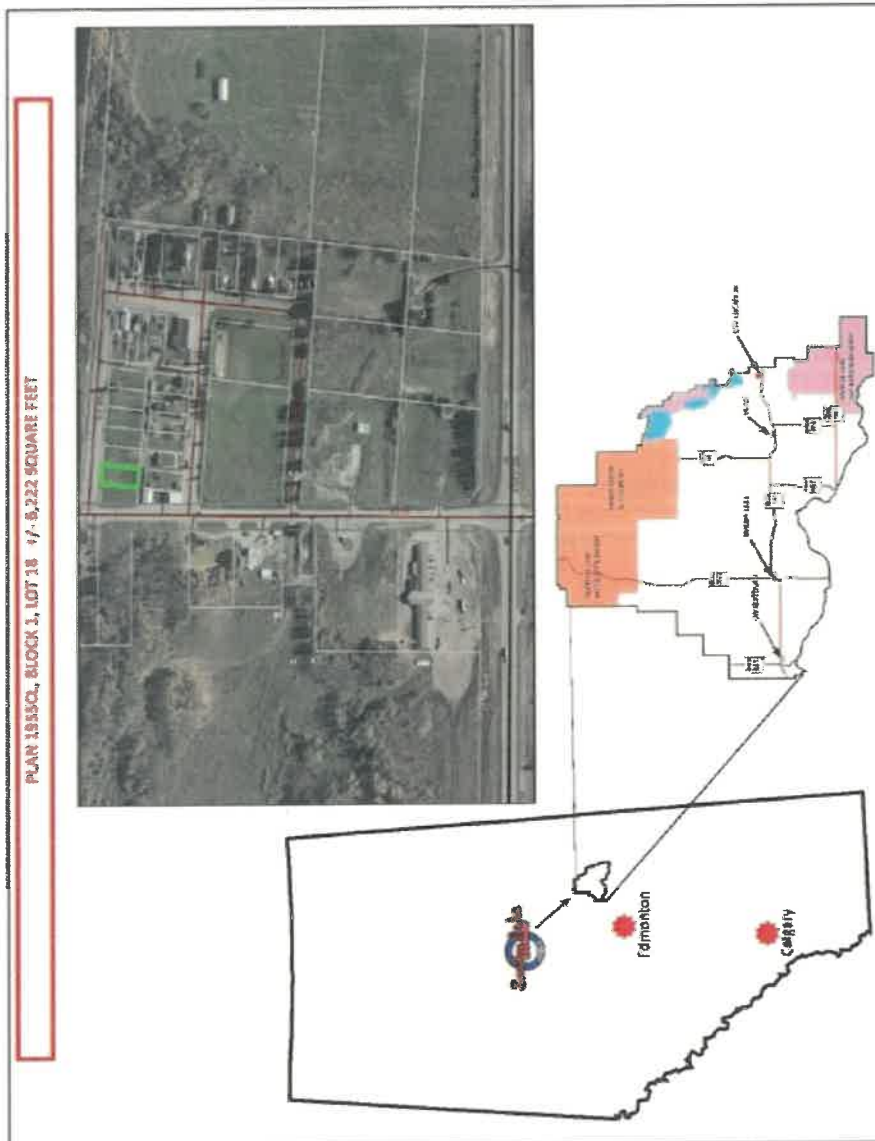


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #9: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDERS 01-23

PROPERTY #10 INFORMATION

Property #10:

- Legal Description: PLAN 1039CL BLOCK 4 LOTS 12-14
- Frontage: Approximately 34m along 50th Street in Bellis
- Shape: Rectangular
- Total Land Area: Approximately 13,637 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 1,800.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0017 429 747
Title: 852 130 346 A
Short Legal: 1039CL;4;12-14

Legal Description:

PLAN 1039CL
BLOCK 4
LOTS 12 TO 14 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

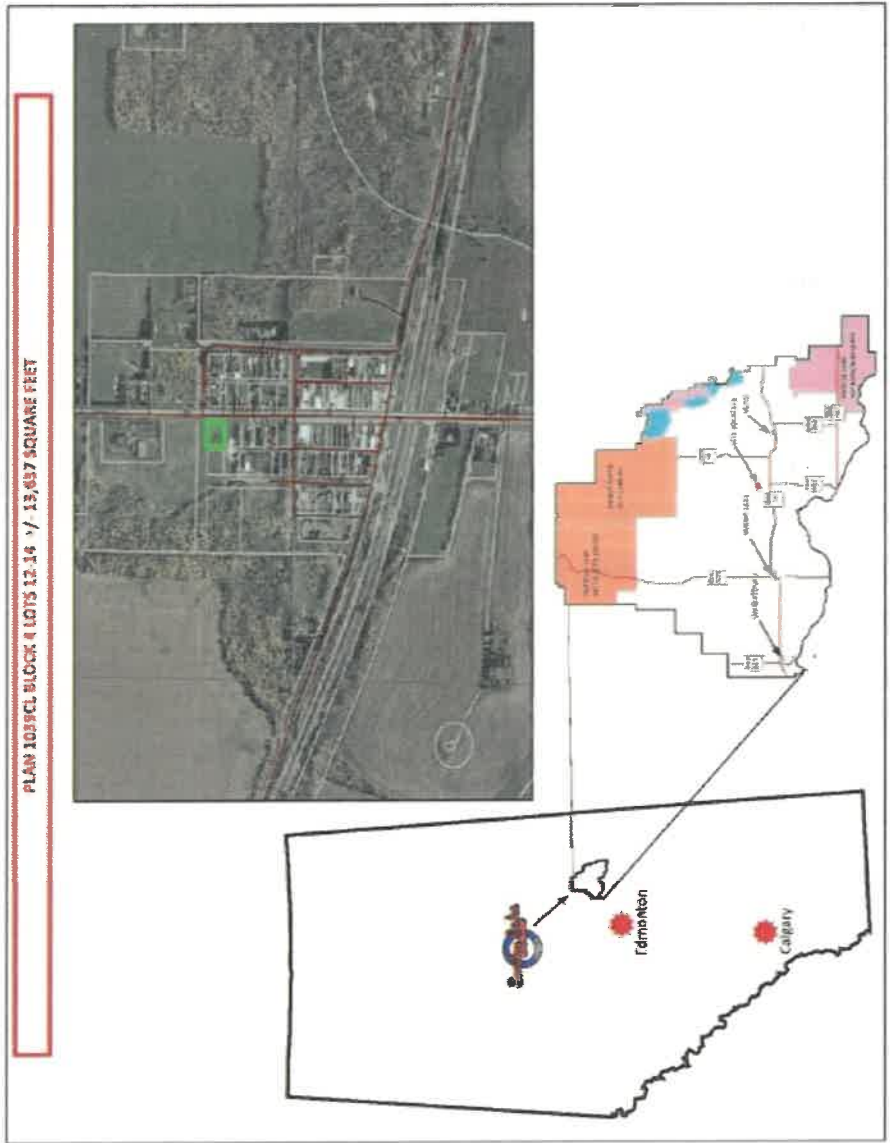


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #10: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #11 INFORMATION

Property #11:

- Legal Description: PLAN 1039CL BLOCK 4 LOTS 15 & 16
- Frontage: Approximately 38m along 51st Avenue & 34m along 51st Street in Bellis
- Shape: Rectangular
- Total Land Area: Approximately 12,803 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 1,200.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0017 429 796
Title: 852 130 346 B
Short Legal: 1039CL;4;15,16

Legal Description:

PLAN 1039CL
BLOCK 4
LOTS 15 AND 16

EXCEPTING THEREOUT ALL MINES AND MINERALS

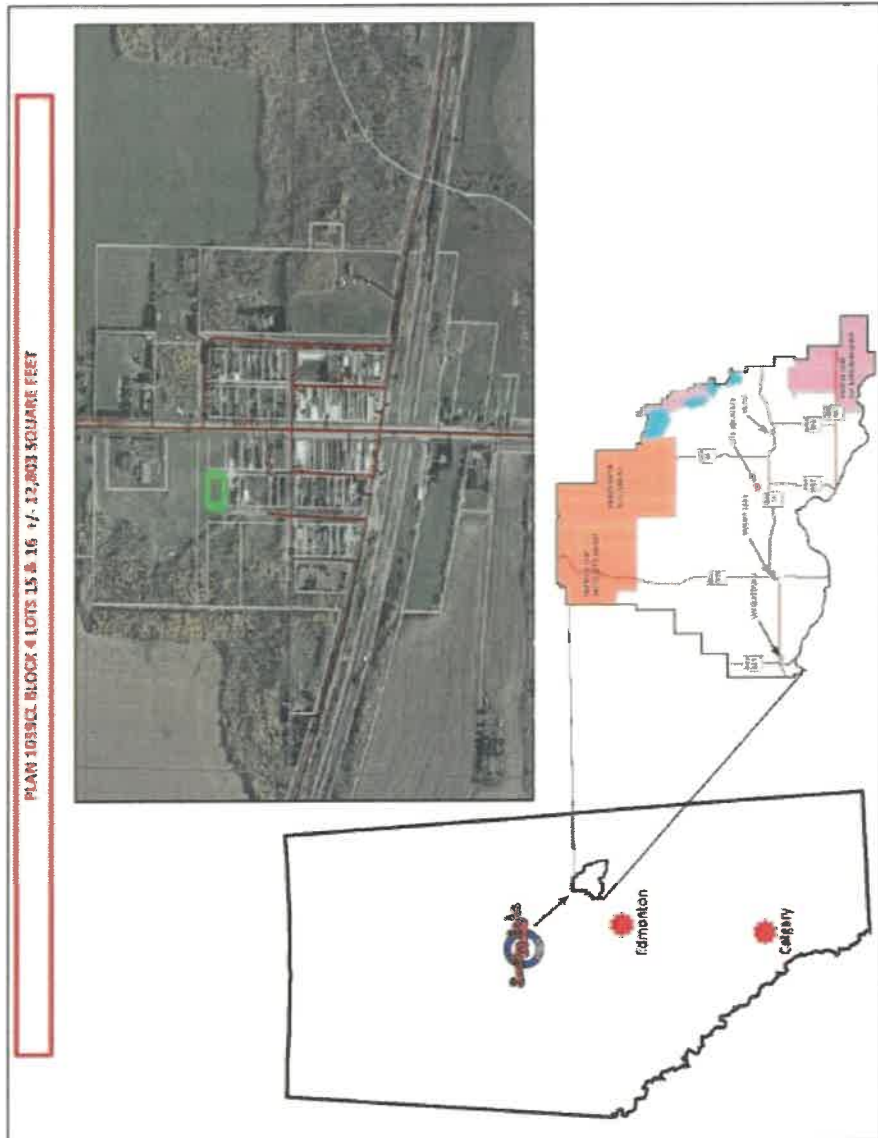


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #11: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #12 INFORMATION

Property #12:

- Legal Description: PLAN 716CL BLOCK 1 LOT 9
- Frontage: Approximately 9m along 50th Street in Warspite
- Shape: Rectangular
- Total Land Area: Approximately 3,900 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 9,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0016 828 428
Title: 162 301 265
Short Legal: 716CL;1;9

Legal Description:

PLAN 716CL
BLOCK 1
LOT 9

EXCEPTING THEREOUT ALL MINES AND MINERALS

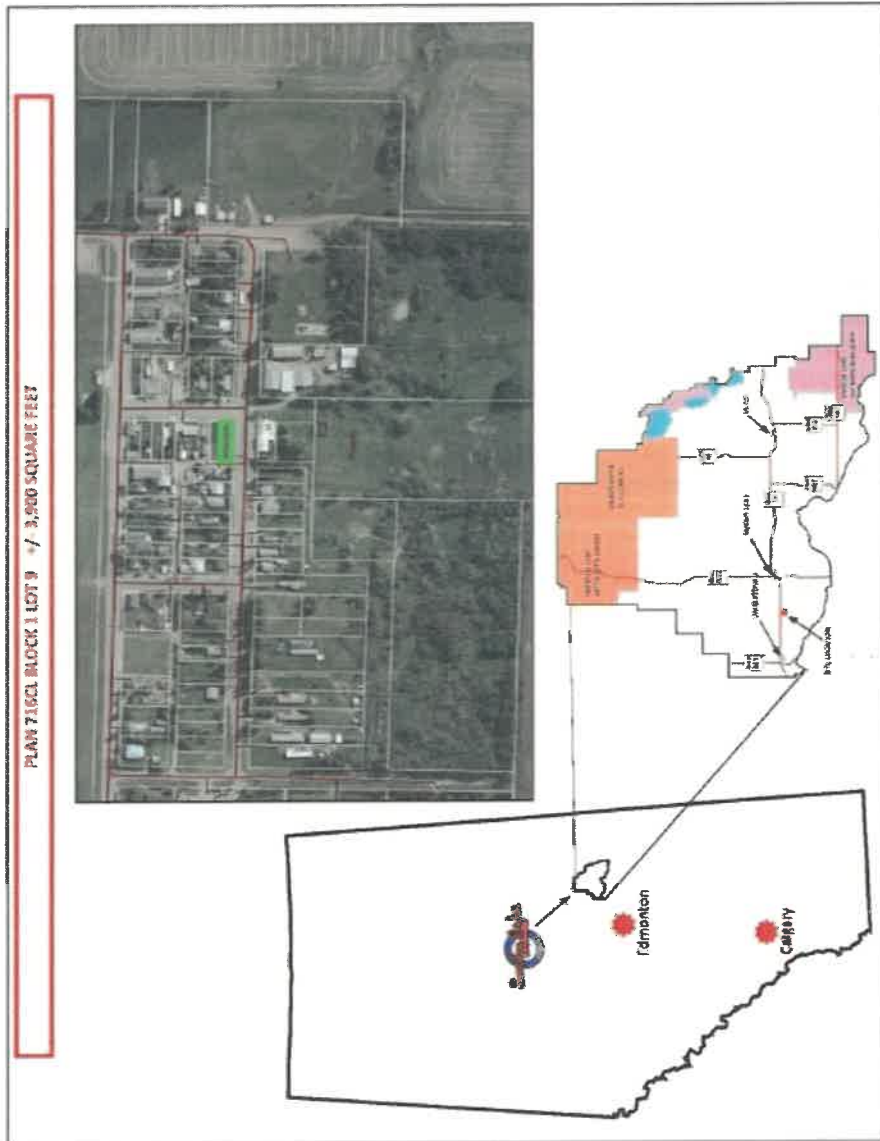


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #12: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #13 INFORMATION

Property #13:

- Legal Description: PLAN 716CL BLOCK 2 LOT 1
- Frontage: Approximately 9m along 50th Street in Warspite
- Shape: Rectangular
- Total Land Area: Approximately 3,900 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 9,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0010 830 594
Title: 032 019 317
Short Legal: 716CL;2;1

Legal Description:

PLAN 716CL
BLOCK 2
LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

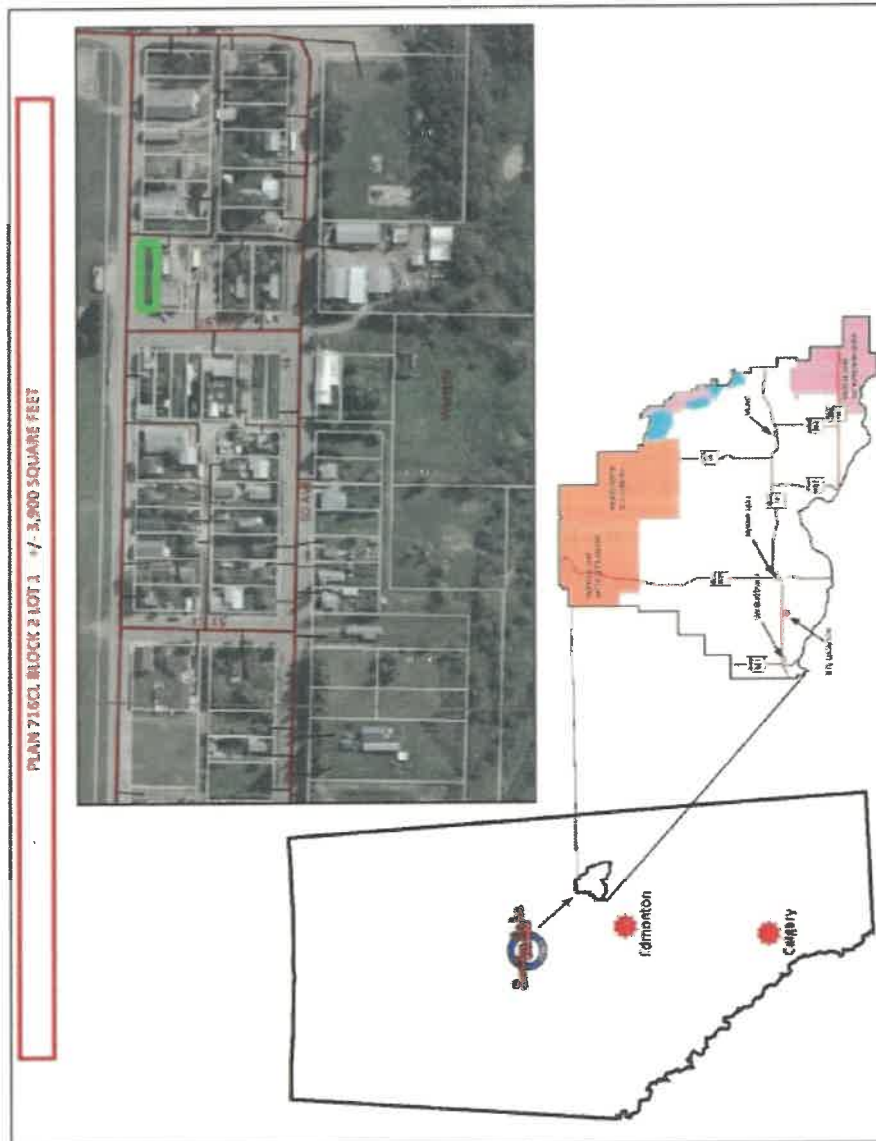


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #13: Site/Location Plan



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Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #14 INFORMATION

Property #14:

- Legal Description: PLAN 0425044, BLOCK H, LOT 10A
- Frontage: No physical road access; access to undeveloped road plan
- Shape: Rectangular
- Total Land Area: Approximately 12,800 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 12,000.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0030 658 397
Title: 042 383 248 +7
Short Legal: 0425044;H;10A

Legal Description:

BLOCK H
LOT 10A

EXCEPTING THEREOUT ALL MINES AND MINERALS



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #14: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

PROPERTY #15 INFORMATION

Property #15:

- Legal Description: PLAN 0425044, BLOCK H, LOT 11A
- Frontage: No physical road access; access to undeveloped road plan
- Shape: Rectangular
- Total Land Area: Approximately 10,000 square feet
- Zoning: Hamlet General (HG) District
- Reserve Bid: \$ 11,800.00

NOTE: Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Any Applicant that submits a Tender does so at his or her own risk. Furthermore, the County accepts no responsibility for damage or contamination of the Lands after this Public Land Sale Tender has been issued.

Legal Description & Land Title:

The Lands are legally described as follows:

LINC #: 0030 658 405
Title: 042 383 248 +8
Short Legal: 0425044;H;11A

Legal Description:

BLOCK H
LOT 11A

EXCEPTING THEREOUT ALL MINES AND MINERALS

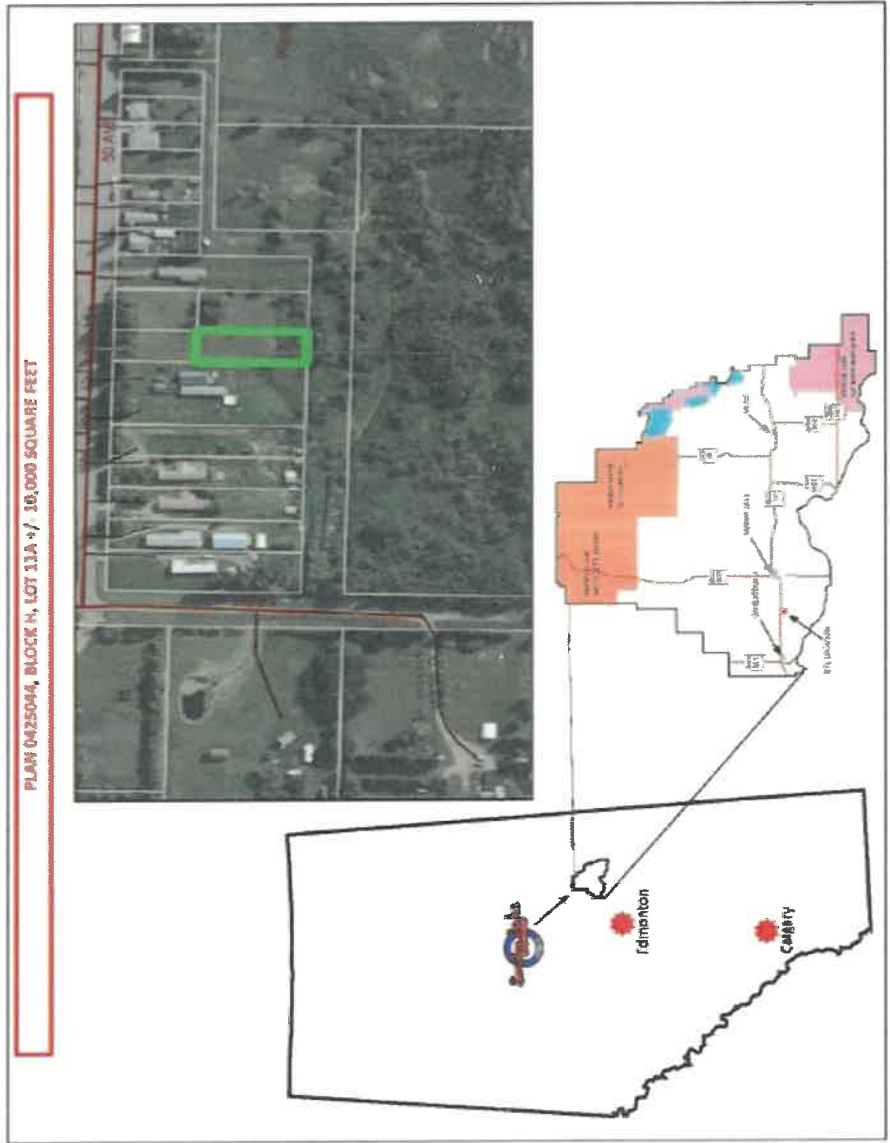


Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

Property #15: Site/Location Plan





Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

TENDER SUBMISSION REQUIREMENTS

Applicants are required to submit a Tender which includes the following:

1. **Completed Tender Submission Form (see attachment)**
2. **Covering Letter**
 - Company, organization or individual name
 - Description of the organization or individual, including address and contact information
 - Evidence of demonstrated success with similar projects
3. **Deposit**
 - A 5% deposit made payable to Smoky Lake County
4. **Additional Information**
 - Any additional information in support of the Tender that the Applicant feels is relevant and deserves consideration by Smoky Lake County



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDER# 01-23

CONDITIONS AND GUIDELINES

1. All Tenders must be accompanied by a 5% deposit payable to Smoky Lake County. Deposits will be returned to unsuccessful Applicants. The balance of the purchase price shall be due within thirty (30) days from the date of Council approval of the successful Tender. G.S.T. will apply to all applicable Lands sold. Successful purchasers shall take title of the Lands subject to the conditions and reservations registered on the existing certificate of title.
2. The land is being offered for sale on an “as is, where is” basis and Smoky Lake County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject Lands for any intended use by the purchaser. No Tender will be accepted where the Applicant attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by Smoky Lake County.
3. Sealed Tenders must be marked “Public Land Sale Tender – TENDER # 01-23” and must include the legal land description of the parcel(s) of land which the Applicant wishes to submit a Tender for. Tenders must be received by Friday, December 1, 2023 at 2:00:00 p.m. Mountain Time.
4. A Tender opening will be held at 2:05:00 p.m. Mountain Time on Friday, December 1, 2023 at the Smoky Lake County Office, 4612 McDougall Drive, Smoky Lake, AB.
5. A final decision on whether or not to accept a Tender and sell the Lands shall be made by Council at its first available meeting following the Public Land Sale Tender closing date.
6. All successful Applicants shall be responsible for their share of any land transfer fees.
7. Residents and non-residents of Smoky Lake County are eligible to submit Tenders.
8. Smoky Lake County reserves the right to accept or reject any Tenders, whether or not the reserve bid for the Lands has been met, and may choose not to sell any or all of the Lands for any reason.

Page 35 of 36



Request for Decision (RFD)



Smoky Lake County Land Sale Tender – TENDERS 01-23

TENDER SUBMISSION FORM

(This page **must be** completed and submitted as part of your Tender)

Applicant Covenant:

I/We, the undersigned authorized signing officer(s) of the Applicant, hereby declare that no person, firm or corporation other than the one represented by the signature(s) below, has any interest or claim in this submission.

I/We further declare that all statements, schedules and other supporting information provided in this Tender are true, complete and accurate in all respects to the best knowledge and belief of the Applicant.

I/We further declare that this Tender is made without collusion, connection, knowledge or comparison of figures or arrangement with any other company, firm or persons making a Tender and is in all respects fair.

I/We understand that this may result in the rejection of our Tender if this declaration is found to be untrue.

LEGAL NAME OF INDIVIDUAL OR ORGANIZATION/COMPANY _____

MAILING ADDRESS _____

CITY _____

POSTAL CODE _____

NAME OF CONTACT PERSON _____

PHONE NUMBER _____

FAX NUMBER (OPTIONAL) _____

CELLULAR NUMBER (OPTIONAL) _____

E-MAIL ADDRESS _____

SIGNATURE OF AUTHORIZED OFFICIAL _____

PRINT NAME _____

DATE _____



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.7

Topic: Proclamation: Heritage Manitoba Maple Trees

Presented By: Kyle Schole, Planning Tech., Planning & Development Services

Recommendation(s):

WHEREAS, the Victoria District National Historic Site of Canada, located within the Smoky Lake County, constitutes an important segment of the history of the Western Canadian settlement experience,

WHEREAS, this includes First Nations and Indigenous peoples, trading, missions, development of the fur trade, establishment of Métis river lot system, agricultural development, and Prairie immigration at the beginning of the 20th Century, and

WHEREAS, these immigrants brought with them their cultures and customs, as well as seeds and seedlings, including 'Manitoba Maple Trees' and

WHEREAS, the Manitoba Maple Trees located at 17339 Victoria Trail along the banks of this historic North Saskatchewan River (kisiskâciwanisîpiy), on River Lot 12, are likely more than 160-years-old,

NOW THEREFORE, Smoky Lake County does hereby proclaim the Manitoba Maple Trees located at Metis Crossing on River Lot 12 as being trees of historic significance.

Background: Guidelines from Alberta Culture do not permit a municipality to designate trees or flora as a municipal historic resource, however, the County may make a symbolic proclamation to that effect, nevertheless.

Administration will also endeavor to work with Metis Crossing to see that these historic Manitoba Maple Trees be added to the Alberta Tree Registry of uncommon, unique, large, heritage, and loved trees from across the province.

Benefits: Heritage and Culture, nature-based tourism.

Disadvantages: None.

Alternatives: Defer or take no action.

Financial Implications: Nil.

Legislation: Nil.

Intergovernmental: Collaboration with Metis Nation of Alberta.

Strategic Alignment: Culture.

Enclosure(s): Draft Proclamation ©

Reviewed by the Interim CAO: Kyle Schole on Date: Sept. 14/23



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.8

Topic: 2023-24 Alberta Community Partnership (ACP) Grant Applications

Presented By: Planning & Development Services

Recommendation(s):

Regional Municipal Land Use Suitability Tool (MLUST) – Environmental Sensitivity Assessment Study

1. That Smoky Lake County, as the Managing Partner, in partnership with the Town of Smoky Lake, the Village of Waskatenau and the Village of Vilna, apply to the Alberta Community Partnership (ACP) 2023-24 Grant Intake, under the Intermunicipal Collaboration Stream, in the amount of \$100,000.00, for the purposes of obtaining grant funding to conduct and Environmental Sensitivity Assessment Study for the purposes of developing a Regional Municipal Land Use Suitability Tool; and further agree to abide by the terms of the Conditional Grant Agreement governing the purpose and use of the grant funds.

Regional Water, Service Delivery Wastewater, and Stormwater Service Delivery Infrastructure

2. That Smoky Lake County, in partnership with the Town of Smoky Lake, the Village of Waskatenau and the Village of Vilna, participate in the application to the Alberta Community Partnership (ACP) 2023-24 Grant Intake, under the Intermunicipal Collaboration Stream, in the amount of \$200,000.00, for the purposes of undertaking a Regional Water, Service Delivery Wastewater, and Stormwater Service Delivery Infrastructure Study; and approve the Town of Smoky Lake as the Managing Partner; and further agree to abide by the terms of the Conditional Grant Agreement governing the purpose and use of the grant funds.

Regional Infrastructure and Engineering Study

3. That Smoky Lake County, in partnership with the Town of Smoky Lake, the Village of Waskatenau and the Village of Vilna, participate in the application to the Alberta Community Partnership (ACP) 2023-24 Grant Intake, under the Intermunicipal Collaboration Stream, in the amount of \$200,000.00, for the purposes of undertaking a Regional Infrastructure and Engineering Study; and approve the Village of Vilna as the Managing Partner; and further agree to abide by the terms of the Conditional Grant Agreement governing the purpose and use of the grant funds.

Regional Recreation Services Inventory and Operations and Feasibility Study

4. That Smoky Lake County, in partnership with the Town of Smoky Lake, the Village of Waskatenau and the Village of Vilna, participate in the application to the Alberta



Request for Decision (RFD)

Community Partnership (ACP) 2023-24 Grant Intake, under the Intermunicipal Collaboration Stream, in the amount of \$200,000.00, for the purposes of undertaking a Regional Recreation Services Inventory and Operations and Feasibility Study; and approve the Village of Waskatenau as the Managing Partner; and further agree to abide by the terms of the Conditional Grant Agreement governing the purpose and use of the grant funds.

Background:

The municipalities comprising the Smoky Lake Region typically leverage the ACP Grant to partner with each other under the Intermunicipal Collaboration (IC) Stream, to undertake projects of shared value and priority.

Examples of ACP Grant-funded projects undertaken in the past/currently ongoing:

- Regional Engineering Design Standards;
- Waskatenau Creek and Region Trails Connectivity Study;
- Heritage River Study.

Benefits: Obtain grant funding to conduct an ESA Study for use in developing a municipal land suitability tool that will help the County determine which areas are suitable/unsuitable for certain types of largescale developments, such as major alternative energy projects, etc.

Disadvantages: Staff time required to manage the project

Alternatives: Do not apply for the Grant or apply for the Grant for a different project.

Financial Implications: Administration expects the \$100,000.00 grant funding to cover the total cost of the project

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: Proactivity in Development

Enclosure(s): Nil.

Reviewed by the Interim CAO:  on **Date:** September 19, 2023.



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.9

Topic: Municipal Reserve (MR) Designation of LOT, 2 BLOCK 6, PLAN 232 (Warspite) - Proposed Bylaw 1451-23

Presented By: Planning & Development Services

Recommendations:

1. That Smoky Lake County give First Reading to Bylaw 1451-23 to designate LOT, 2 BLOCK 6, PLAN 232 _____ (Warspite) as Municipal Reserve (MR).
2. That Smoky Lake County give Second Reading to Bylaw 1451-23 to designate LOT, 2 BLOCK 6, PLAN 232 _____ (Warspite) as Municipal Reserve (MR).
3. That Smoky Lake County give Unanimous Permission for Third Reading to Bylaw 1451-23 to designate LOT, 2 BLOCK 6, PLAN 232 _____ (Warspite) as Municipal Reserve (MR).
4. That Smoky Lake County give Third and Final Reading to Bylaw 1451-23 to designate LOT, 2 BLOCK 6, PLAN 232 _____ (Warspite) as Municipal Reserve (MR).

Background:

May 11, 2023, County Council Meeting: Motion 590-23: That Smoky Lake County prepare a bylaw to designate Plan 2562BS, Block RLY, Lot 59, in the hamlet of Warspite, as Municipal Reserve (MR). Carried.

June 1, 2023, County Council Meeting: Three Readings were given to Bylaw 1444-23, designating Plan 2562BS, Block RLY, Lot 59, in the hamlet of Warspite, as Municipal Reserve (MR).

July 17, 2023, Land Titles DRR Notice of Deficiency: due to the parcel being 'part of a Railway Plan in Township 59' MR can not be assigned by this method, and Bylaw 1444-23 is therefore invalid.

- As such, administration has proceeded in having a descriptive plan created as opposed to a plan of survey which would also require approval of the Subdivision Authority.

Benefits: Certainty and clarity for future land management.

Disadvantages: Staff time.

Alternatives: Council may defeat the proposed motions or defer a decision.

Financial Implications: In addition to nominal registration fees with Land Titles Office, some surveyors' costs (\$1,500.00) have been incurred to prepare the descriptive plan. The Planning and Development Department's consulting budget is sufficient to cover these costs.

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

Intergovernmental: Nil.

Strategic Alignment: Proactive Planning.

Enclosure(s): 1. Site Map. ©

2. Relevant Legislation. ©

3. Land Titles DRR Notice of Deficiency ©

4. Proposed Bylaw 1451-23. ©

Reviewed by the Interim CAO: [Signature] on Date: September 14, 2023

Enclosure #1 - Site Map: Plan 2562BS, Block RLY, Lot 59 – Warspite



Enclosure #2 – Legislation

Municipal Government Act

Part 17

Definitions

616(o) “municipal reserve” means the land designated as municipal reserve under Division 8;

Designation of municipal land

665(1) A council may by bylaw require that a parcel of land or a part of a parcel of land that it owns or that it is in the process of acquiring be designated as municipal reserve, school reserve, municipal and school reserve, environmental reserve, conservation reserve or public utility lot.

(2) Subject to subsection (3), on receipt of a copy of a bylaw under this section and the applicable fees, the Registrar must do all things necessary to give effect to the order, including cancelling the existing certificate of title and issuing a new certificate of title for each newly created parcel of land with the designation of

- (a)** municipal reserve, which must be identified by a number suffixed by the letters “MR”,
- (b)** public utility lot, which must be identified by a number suffixed by the letters “PUL”,
- (c)** environmental reserve, which must be identified by a number suffixed by the letters “ER”,
- (c.1)** conservation reserve, which must be identified by a number suffixed by the letters “CR”,
- (d)** school reserve, which must be identified by a number suffixed by the letters “SR”,
- (e)** municipal and school reserve, which must be identified by a number suffixed by the letters “MSR”, or
- (f)** a lot, which must be identified by a number.

(3) The certificate of title for a municipal reserve, school reserve, municipal and school reserve, environmental reserve, conservation reserve or public utility lot under this section must be free of all encumbrances, as defined in the Land Titles Act.

(4) For greater certainty, where a bylaw of the council requires that land be designated as environmental reserve, the designation becomes effective on the day the Registrar issues a new certificate of title for the land under subsection (2)(c).

RSA 2000 cM-26 s665;2016 c24 s117;2019 c22 s10(22)

Removal of designation

675(1) After taking into consideration the representations made at a public hearing under section 674(1),

- (a)** a council may direct a designated officer to notify the Registrar that the provisions of this Division have been complied with and request the Registrar to remove a designation of

- (i) municipal reserve,
- (ii) community services reserve, or
- (ii) conservation reserve, and

(b) a council and a school board may direct a designated officer to notify the Registrar that the provisions of this Division have been complied with and request the Registrar to remove a designation of municipal and school reserve.

(2) If the Registrar is satisfied that this Part has been complied with, the Registrar must remove the designation in accordance with the request made under subsection (1).

(3) On removal of the designation, the municipality, or the municipality and the school board, may sell, lease or otherwise dispose of the land, but the proceeds from the sale, lease or other disposition may only be used

(a) in the case of a municipal reserve or a municipal and school reserve, for any or all of the purposes referred to in section 671(2) or for any matter connected to those purposes,

(b) in the case of a community services reserve, for any or all of the purposes referred to in section 671(2.1) or for any matter connected to those purposes, and

(c) in the case of a conservation reserve, for the purpose of enabling the municipality to protect and conserve land that, in the opinion of council, has environmentally significant features or for a matter connected to that purpose.

RSA 2000 cM-26 s675;2008 c37 ss8,10;2020 c39 s10(44)

Enclosure #3 – Land Titles DRR Notice of Deficiency

D.R.R. NOTICE OF DEFICIENCY

LAND TITLES OFFICE
BOX 2380
EDMONTON, AB
T5J 2T3

TO COUNTY OF SMOKY LAKE
BOX 310
SMOKY LAKE
ALBERTA

TOA 3CO

RE: D.R.R. NUMBER: E005K2H

CALL BOX: MAIL
ACCOUNT NUMBER: A062251
DEFICIENCY DATE: 2023/07/17

DOCUMENT TYPE

-PLEASE BE AWARE THAT THIS DRR EXPIRES 30 DAYS FROM THE DATE OF THE FIRST NOTICE OF DEFICIENCY BEING ISSUED ON JULY 17, 2023.
RESUBMISSION AFTER THE 30 DAYS WILL REQUIRE A NEW DRR AND MAY RESULT IN A LOSS OF PRIORITY ON TITLE.*
EXAMINER EMAIL: BOBBY.LIU@GOV.AB.CA FOR FURTHER CLARIFICATION IF NEEDED.

INSTRUMENT

-PLEASE NOTE THAT THE LAND ASSOCIATED WITH TITLE NUMBER 192042248001 IS NOT LOT 59, IT IS PART OF A RAILWAY PLAN IN TOWNSHIP 59.
-A MUNICIPAL RESERVE DESIGNATION CAN NOT BE ASSIGNED WITH THIS DOCUMENT.
-A PLAN OF SURVEY COULD BE DONE TO ASSIGN A MUNICIPAL RESERVE DESIGNATION WITHOUT A BYLAW DOCUMENT.
OR
-A DESCRIPTIVE PLAN CAN BE DONE TO CREATE A LOT THAT IS NEEDED, WITH A NEW BYLAW DOCUMENT CREATED THAT REFERS TO THE NEWLY CREATED LOT THAT IS TO BE DESIGNATED.

**** PLEASE RE-SUBMIT DOCUMENT(S) WITH THIS FORM FOR FASTER PROCESSING. ****

ADR/BLIU

PAGE: 1



Do not write or staple in the above barcoded area

DRR #: E005K2H Version #: 1 Access Code: 87795

Document Registration Request

Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: **SMOKY LAKE COUNTY**

Create Date: **2023-06-01**

Address: **BOX 310
SMOKY LAKE, ALBERTA
T0A3C0**

Account or Party Code: **A062251**

Return By Mail

Last Registration Number:

Telephone Number:

7806563730

Customer's Special Instructions:

No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	INSTRUMENT	192042248001		

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO). Please note that any errors or omissions may result in loss of priority in the PRQ.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information And Protection of Privacy Co-ordinator for Service Alberta, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

Refunds of overpayments will not be issued if less than \$5.00.

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1444-23**

A Bylaw of Smoky Lake County, in the Province of Alberta, being a bylaw to designate Plan 2562BS, Block RLY, Lot 59 (in the Hamlet of Warspite) as a Municipal Reserve (MR).

WHEREAS pursuant to Section 665 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto, a municipal Council may by bylaw require that a parcel of land or part of a parcel of land that it owns or that it is in the process of acquiring be designated as a municipal reserve;

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

1. Title

- a. This Bylaw may be cited as: 'a Municipal Reserve (MR) Designation Bylaw'.

2. Designation as a Municipal Reserve (MR):

- a. The lands known as Plan 2562BS, Block RLY, Lot 59 (in the Hamlet of Warspite), totaling +/- 7.62 acres more or less as shown on **Schedule 'A'** is hereby designated as a Municipal Reserve (MR) in accordance with Section 665 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto.
- b. The Registrar shall do all things necessary to give effect to this bylaw, including cancelling the existing Certificate of Title and issuing a new Certificate of Title with the designation of Municipal Reserve, which shall be identified by a number suffixed by the letters "MR".

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.

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

UNANIMOUS CONSENT for Third Reading, this 1st day of June, AD 2023.

READ a Third and Final Time this 1st day of June, AD 2023 and finally passed by Council.



Bylaw No. 1444-23



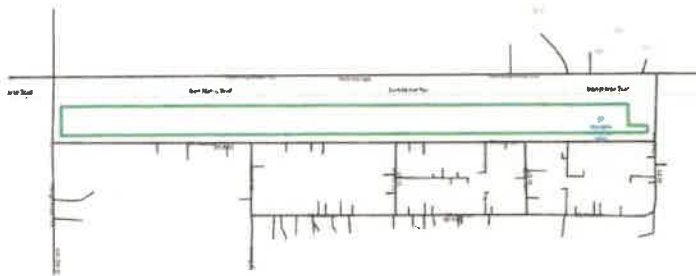
REEVE

SEAL



CHIEF ADMINISTRATIVE OFFICER - *In Person*

Schedule A



Page 2 of 2



Enclosure #4 - Proposed Bylaw 1451-23

Bylaw No. 1451-23

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1451-23**

A Bylaw of Smoky Lake County, in the Province of Alberta, being a bylaw to designate Lot 2, Block 6, Plan 232_____ (in the Hamlet of Warspite) as a Municipal Reserve (MR).

WHEREAS pursuant to Section 665 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto, a municipal Council may by bylaw require that a parcel of land or part of a parcel of land that it owns or that it is in the process of acquiring be designated as a municipal reserve;

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

1. Title

- a. This Bylaw may be cited as: 'a Municipal Reserve (MR) Designation Bylaw'.

2. Designation as a Municipal Reserve (MR):

- a. The lands legally described as:

LOT 2 BLOCK 6 PLAN 232 _____
CONTAINING 3.07 HA MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(in the Hamlet of Warspite), as shown on **Schedule 'A'** is hereby designated as a Municipal Reserve (MR) in accordance with Section 665 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto.

- b. The Registrar shall do all things necessary to give effect to this bylaw, including cancelling the existing Certificate of Title and issuing a new Certificate of Title with the designation of Municipal Reserve, which shall be identified by a number suffixed by the letters "MR".

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.
- b. This Bylaw repeals Bylaw 1444-23.

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 **28th** day of **SEPTEMBER, AD 2023**.

Page 1 of 3

Bylaw No. 1451-23

READ a Second Time this 28th day of SEPTEMBER, AD 2023.

UNANIMOUS CONSENT for Third Reading, this 28th day of SEPTEMBER, AD 2023.

READ a Third and Final Time this 28th day of SEPTEMBER, AD 2023 and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

Bylaw No. 1451-23

Schedule A



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.10

Topic: North Saskatchewan Watershed Alliance (NSWA) - Membership

Presented By: Interim CAO

Recommendation(s):

That Smoky Lake County approve to pay the per capita municipal contribution in the amount of \$1,230.50 for a Year-2024 membership from January 1, 2024, to December 31, 2024, to the North Saskatchewan Watershed Alliance (NSWA), as per Invoice #2024.026, dated September 5, 2023.

Background:

- September 22, 2022, Council approved to purchase a Year-2022 membership through Motion #1071-22.
- January 26, 2023, Council appointed Councillor Fenerty to the NSWA with Councillor Halisky as the alternate.

Benefits:

Consistent representation from Smoky Lake County.

Disadvantages:

None

Alternatives:

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

Financial Implications:

\$2,457.60 Membership Fee

Legislation:

Policy Statement No. 04-05-01: North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee Terms of Reference.

Intergovernmental:

Strategic Alignment: N/A

Enclosure(s):

1. NSWA Invoice #2024-026, dated September 5, 2023.
2. NSWA Letter, dated September 5, 2023.
3. NSWA Highlights from 2022-2023.

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1:



202 - 9440 49
Street NW
Edmonton, Alberta
T6B 2M9

Invoice

Date	Invoice #
9/05/2023	2024.026

Phone #	587.525.6821
E-mail	ellen.cust@nswa.ab.ca
Web Site	www.nswa.ab.ca

Invoice To
Smoky Lake County PO Box 310 Smoky Lake AB T0A 3C0

Description	Amount
Municipal Contribution January 1 to December 31, 2024 - Per Capita Funding Request	2,457.60
Thank you for your support	Total \$2,457.60

GST/HST No. 890443419



Request for Decision (RFD)

Enclosure #2



202, 9440 49 Street, Edmonton, AB T6B 2M9 | NSWA.AB.CA



September 5, 2023

Reeve Lorne Halisky
Reeve, Smoky Lake County
PO Box 310
Smoky Lake, AB T0A 3C0

Dear Reeve and Council,

RE: Supporting Watershed Management for a Thriving Smoky Lake County

I hope this letter finds you in good health and spirits. I am writing to you on behalf of the North Saskatchewan Watershed Alliance (NSWA) to express our sincere gratitude for your past support and to kindly request your continued partnership in 2024. Last year, Smoky Lake County was among the more than 40 municipalities who supported the NSWA. This year, as we embark on another year of collaborative efforts, we are again asking for positive consideration by you and your Council in 2024 for a contribution of \$2,457.60.

As you are aware, water and environmental management stands as a pillar of Smoky Lake County's growth and prosperity. The well-being of our citizens and our economy depends on secure access to clean drinking water, the sustained health of our watershed, protection against flooding and drought, and effective stormwater management.

Smoky Lake County is important to our watershed because the county encompasses lakes, streams, and rivers that are interconnected with other parts of the watershed. This means that improving sustainability is best achieved at a watershed scale and in collaboration with other water managers.

At the NSWA, we believe the complex, multi-faceted nature of water and environmental management is best tackled by bringing people and communities together to collaborate. For more than 23 years, the NSWA has worked tirelessly to bring partners together to improve how we collectively manage our rivers, wetlands, and lakes using the best and most applicable science. This important work is accomplished because of the generous support of municipalities like Smoky Lake County, the provincial government, and water utilities.

Your support means that the NSWA can continue to bring municipalities and partners together to address water quality and quantity challenges, build new tools for decision-makers, and improve our understanding of the watershed. One such project is the NSWA's update to the State of the Watershed assessment, last completed in 2005. NSWA is using an internationally recognized method called the Freshwater Health Index developed by Conservation International to calculate a numeric rating for the watershed's vitality, ecosystem services, and governance. The State of the Watershed enables Smoky Lake County to make decisions and set priorities armed with the best information on the health of the



Request for Decision (RFD)



watershed. The assessment is also a valuable tool for the county to communicate basin health with its citizens.

We believe that through collective efforts, we can build a future where water resources are managed sustainably, benefiting not only Smoky Lake County but our entire watershed. Your continued support is invaluable in shaping this vision into reality. We invite you to explore our 2022-2023 Annual Report and the NSWA website for more information (www.nswa.ab.ca). Enclosed is an invoice to facilitate the administration of your suggested contribution.

I would be happy to connect with you and your Council to provide more information. The NSWA Executive Director, Scott Millar (scott.millar@nswa.ab.ca) is also available to present to Smoky Lake County and to answer any questions you may have about the NSWA.

Sincerely,

Stephanie Neufeld
Chair, North Saskatchewan Watershed Alliance

Cc: Chief Administrative Officer

Attachment #3

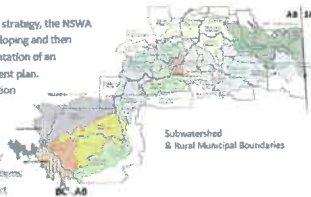
- 2 -



HIGHLIGHTS FROM 2022-2023

The North Saskatchewan Watershed Alliance (NSWA) is a non-profit, multi-stakeholder organization dedicated to improving the health and sustainability of the North Saskatchewan River and its watershed.

Under the Alberta Water for Life strategy, the NSWA carries the responsibility of developing and then encouraging voluntary implementation of an integrated watershed management plan. Implemented through collaboration and community engagement, the plan sets out the actions needed to protect and enhance the quantity and quality of water and the health of aquatic ecosystems within the watershed and support the social and economic well-being of the region.



WETLAND STRATEGY

The NSWA is developing the Strategy to Improve Wetland Management for the North Saskatchewan River in Alberta. This collaborative strategy is intended to coordinate and align the work of partners across the watershed to advance wetland management and implementation of the Alberta Wetland Policy. The NSWA is offering a Wetland Education Sponsorship to support municipal partners as they elevate their knowledge and technical capacity to conserve wetlands and implement wetland restoration initiatives in the watershed.



RIPARIAN HEALTH ACTION PLAN

The NSWA continues to promote practices and policies that support riparian health. We initiated a review of riparian regulations for 24 municipalities as a foundation for building a Riparian Regulations Best Management Practices Guide. As well, we are working to add new dimensions to the provincial riparian setback calculator to support municipal planning processes. The Riparian Web Portal (riparian.info) continues showcase restoration projects from across the watershed.

EDUCATION AND OUTREACH

A key role for the NSWA is sharing knowledge and information on the North Saskatchewan River watershed. Staff attend community events throughout the summer, publish a monthly newsletter, hosts workshops and webinars, and is actively growing our social media network. We are proud to say we have engaged with more than 1,900 community members and reach over 5,700 people through our social media channels in 2023.



STATE OF THE WATERSHED ASSESSMENT

The State of the Watershed assessment examines numerous aspects of watershed health so that we have a baseline from which to determine if actions are needed to improve watershed health.



Building upon the NSWA's 2005 assessment, the State of the Watershed will make use of an internationally recognized methodology called the Freshwater Health Index (FHI), developed by Conservation International. This will be the first use of FHI in a North America. The index scores watershed vitality, services, and governance to create scientifically supported, scalable, consistent results that integrate available data and the expertise of local stakeholders, subwatershed alliances, and the NSWA.

www.nswa.ab.ca

STAY CONNECTED TO NSWA

Email us at water@nswa.ab.ca to join our newsletter and event mailing list. Visit us at www.nswa.ab.ca to see more on our partners, our work, and our results. Connect with us on the social media platform of your choice.





Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: #7.11

Topic: Rural Municipalities of Alberta (RMA) Annual Fall Convention

Presented By: Lydia Cielin, Interim CAO

Recommendation:

That Smoky Lake County Council and relevant staff who can attend – attend the Rural Municipalities of Alberta (RMA) Annual Fall Convention, scheduled for November 6 to 9, 2023, at the Edmonton Convention Centre.

Background:

The RMA hosts two conventions per year, one in spring and one in fall, at the Edmonton Convention Centre in Edmonton, Alberta. Smoky Lake County has budgeted accordingly to attend these events.

Six rooms have been secured at the Fairmont Hotel McDonald on August 17, 2023 in anticipation of attending the RMA Fall Convention as the room block of special rates are consumed very quickly, and registration for eight people (five Councillors plus two administration) was completed on September 8, 2023. RMA Refund Policy states that refunds are available until end of day October 20, 2023 for all cancellations.

Benefits:

Opportunity to see a variety of plenary addresses and workshops, as well as the ministerial forum and RMA resolutions session. In addition to these events, the fall convention hosts the opposition party leader panel, as well as our RMA Board elections and partners program. The RMA and Canoe Tradeshow is also held during the fall convention to serve members as they go through their budget process.

Disadvantages:

Unknown.

Alternatives:

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

Financial Implications:

Attending this Event is a Budgeted Expense and will include:

Accommodations	\$269+tax/night for three nights = \$807.00+tax/person
Registration	\$810.60/person

Legislation:

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

Intergovernmental:

N/A

Strategic Alignment:

N/A

Enclosure(s):

1. RMA 2023 Fall Convention Draft Agenda.

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1

AGENDA 2023 FALL

Unless otherwise stated, events are held at the Edmonton Convention Centre.
*Denotes electronic voting device usage

Monday, November 6

8:30 am to 3:30 pm	EOEP Course: Effective Meetings <i>Salon 2</i> EOEP Course: Municipal Corporate Planning and Finance <i>Salon 3</i>
2:00 pm to 6:00 pm	Tradeshow Registration Desk <i>Assembly Level</i>
3:30 pm to 5:30 pm	Delegate Registration Desk <i>Foyer, Hall D</i>
4:30 pm to 6:00 pm	Mayor and Reeve's Meeting <i>Salon 4</i>

Tuesday, November 7

7:00 am to 7:00 pm	Delegate Registration Desk <i>Foyer, Hall D</i>
7:00 am to 8:30 am	Breakfast <i>Foyer, Hall D</i>
8:00 am to 12:00 pm	Tradeshow Registration Desk <i>Assembly Level</i>
8:15 am to 9:00 am	Opening Ceremonies <i>Hall D</i>
9:00 am to 10:00 am	Opening Keynote Speaker – Anna Maria Tremonti – “The Power of Listening”
10:00 am to 10:30 am	Hon. Ric McIver, Minister of Municipal Affairs
10:30 am to 11:00 am	Coffee Break
11:00 am to 11:15 am	Plenary Address
11:15 am to 11:30 am	Plenary Address
11:30 am to 11:45 am	Plenary Address
11:45 am to 12:00 pm	Plenary Address
12:00 pm to 1:00 pm	Lunch <i>Hall ABC on the Tradeshow Floor</i>
12:00 pm to 1:00 pm	Municipal Allyship in Local Government Networking Lunch <i>Salon 4 (space is limited)</i>





Request for Decision (RFD)

AGENDA 2023 FALL

Unless otherwise stated, events are held at the Edmonton Convention Centre.
*Denotes electronic voting device usage

12:00 pm to 5:00 pm	RMA / Canoe Tradeshow <i>Hall ABC, Assembly Level</i>
4:30 pm to 8:30 pm	WSP Hospitality Suite <i>Riverview Room</i>
4:00 pm to 5:00 pm	RMA / Canoe Tradeshow Reception
5:00 pm to 6:00 pm	Tradeshow Registration Desk <i>Assembly Level</i>

Wednesday, November 8

7:00 am to 2:30 pm	Delegate Registration Desk <i>Foyer, Hall D</i>
7:00 am to 8:30 am	Breakfast
8:00am to 8:30 am	RMA Annual General Meeting
8:30 am to 10:00 am	Ministerial Forum
10:00 am to 10:15 am	Coffee Break
10:15 am to 12:00 pm	Taking Care of Business: The Resolutions Session**
12:00 pm to 1:00 pm	Lunch
1:00 pm to 1:15 pm	RMA Election Update
1:15 pm to 1:30 pm	Plenary Address
1:30 pm to 1:45 pm	MLA Rachel Notley, NDP, Alberta's Official Opposition Leader
1:45 pm to 2:00 pm	Plenary Address
2:00 pm to 2:30 pm	Coffee Break
2:30 pm to 3:30 pm	Workshops <ul style="list-style-type: none"> • 1 <i>Salon 4</i> • 2 <i>Salon 8</i> • 3 <i>Salon 12</i>
3:30 pm to 3:45 pm	Coffee Break sponsored by CN
3:45 pm to 4:45 pm	Workshops <ul style="list-style-type: none"> • 4 <i>Salon 4</i> • 5 <i>Salon 8</i> • 6 <i>Salon 12</i>





Request for Decision (RFD)

AGENDA 2023 FALL

Unless otherwise stated, events are held at the Edmonton Convention Centre.
*Denotes electronic voting device usage

4:30 pm to 6:00 pm Ministers Open House
Foyer, Hall D

Thursday, November 9

7:00 am to 12:00 pm Delegate Registration Desk
Foyer, Hall D

7:00 am to 9:00 am Breakfast sponsored by RMA Insurance

8:15 am to 8:45 am Election for RMA District Directors

- District 2
- District 3
- District 5

8:45 am to 9:00 am Welcome

9:00 am to 10:45 am Ministerial

10:45 am to 11:00 am Coffee Break

11:00 am to 11:30 am Plenary Address

11:30 am to 12:00 pm Closing Ceremonies

DRAFT





Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: #7.12

Topic: LICA Municipal Board of Director Seat Appointment

Presented By: Interim CAO

Recommendation(s):

That Smoky Lake County confirm Councillors Lorne Halisky and Dan Gawalko were appointed to the appointed as liaison for the Lakeland Industry and Community Association (LICA), and Smoky Lake County will be appointing (or re-appointing) members at the Organizational meeting scheduled for October 26, 2023; in response to the letter received from Kristina Morris, Escuteive Director, of LICA, dated August 8, 2023.

Background:

Enclosed Letter was sent on August 8, 2023 regarding a Request for LICA Municipal Board of Director Seat Appointment. Councillors Lorne Halisky and Dan Gawalko were appointed to this committee at the October 26, 2022 County Organizational Meeting.

Benefits:

Consistent representation from Smoky Lake County

Disadvantages:

None

Alternatives:

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

Financial Implications:

None

Legislation:

Policy Statement 62-11-01: Lakeland Industry and Community Association (LICA) - Liaison Committee Terms of Reference

Intergovernmental:

Strategic Alignment: N/A

Enclosure(s):

1. Letter from Kristina Morris, LICA

Signature of the CAO: 



Request for Decision (RFD)

Enclosure #1:



Lakeland Industry and Community Association
Box R237, 310/W 50 Street, Bonnyville, AB T9N 2J5
780.812.2182 780.812.2186 www.lica.ca

August 8, 2023

Ms. Lydia Cielin, Chief Administrative Officer
Smoky Lake County

Email: lcieLin@smokylakecounty.ab.ca

RE: Request for LICA Municipal Board of Director Seat Appointment

Dear Ms. Cielin,

As a follow-up to our letter sent on June 27, 2023, LICA – Environmental Stewards invites the Smoky Lake County to appoint a representative and alternate to the LICA Board of Directors for a two-year term. We greatly value the input from our Municipal Members and want to ensure that everyone has an equal opportunity to be part of the important work that we do. With this said, we look forward to having Smoky Lake County be represented on the LICA Board of Directors. For your awareness, meetings are held on the fourth Thursday of each month for a duration of three hours. More details may be shared upon request, otherwise, an onboarding session will occur once representative(s) are appointed.

Smoky Lake County may also participate on the following committees during this term, should you see fit. The Committee Terms of References are linked for your information.

- [Governance Committee](#)
- [LICA Watershed Committee](#)
- [Education and Outreach Committee](#)
- [Acid Deposition Monitoring Program Expansion Committee](#)

Should Smoky Lake County be interested in appointing a representative and alternate to the LICA Board of Directors and Committees, we respectfully ask that you provide your confirmation prior to **September 8, 2023**. Please note that we do not require the actual appointments to be made until October/November 2023, as we understand that council members are re-appointed in the Fall.

Should you have any questions, please contact (780) 812-2182.

Yours in Environmental Stewardship,

Kristina Morris
Executive Director, LICA – Environmental Stewards



Request for Decision (RFD)

Meeting Date: Thursday, September 28, 2023

Agenda Item: # 7.13

Topic: Town of Smoky Lake Request to Cost Share Replacement of Library Sidewalk

Presented By: Loss Prevention Coordinator / Interim CAO

Recommendation(s):

That Smoky Lake County Council deny the request funding outlined in the correspondence deferred by County Council Motion #781-23, on August 3, 2023, from the Town of Smoky Lake, dated July 28, 2023, requesting the County cost share the replacement of a 36' x 4' 6" sidewalk at the Smoky Lake Public Library at a cost to the County in the amount of \$1,800.00, to rectify flooding of the Library's basement, in reference to the copied letter from the Smoky Lake Public Library to the Town of Smoky Lake, dated November 16, 2022, relating to the Library's basement flood insurance claim submitted in August 2022; as replacing the sidewalk may not address the flooding issue.

Background:

- August 3, 2023, Council deferred this item by Motion #781-23.
- The County owns the property located at 5010 50 Street, Smoky Lake that holds the Smoky Lake Library. The Lease Agreement is held between Smoky Lake County and the Town of Smoky Lake, care of the Smoky Lake Municipal Library Board, and the agreement states that it is the lessees' responsibility for ensuring the facility is maintained and keep in good, safe and substantial repair and condition; and, is done so at the lessees' own expense.
- The Loss Prevention Coordinator contacted the Town's Public Works Manager on August 3rd and again on August 29th, and noted the roots of large spruce trees on the south side are very close to the building. The Town Public Works Foreman will be working with the library to remove those trees that could be causing root damage to the foundation.

Benefits: This aligns with the Lease agreement.

Disadvantages: Risk of further damages to the building.

Alternatives: Council's discretions.

Financial Implications: \$0

Legislation: Bylaw No. 1247-12 Lease of Old County Office to Town of Smoky Lake.

Intergovernmental:

The Library Building is owned by the County & leased by the Town for the Library.

Strategic Alignment: N/A

Enclosure(s): N/A

Signature of the CAO: _____




Chief Administrative Officer - Report Period: August 24, 2023 – September 21, 2023

LEGISLATIVE / GOVERNANCE

Projects	Date In Progress	Date Outstanding	Date Completed
<p>Saddle Lake Cree Nation</p> <ul style="list-style-type: none"> ■ To date, County has not received any reply from Saddle Lake Cree Nation. To meet to get to know each other better, and to help us understand how we can be a more supportive neighbour and develop a working relationship. ■ The latest letter hand-delivered to Chief Terry Cardinal and Council, Saddle Lake Cree Nation was June 22, 2023. <p>Recommendation: That Smoky Lake County send a letter extending an invitation to a luncheon meeting in the County Council Chambers to develop a working relationship and discuss mutual interests; and Invitation to be emailed and hand-delivered.</p>	<p>2022</p>		<p>June 22</p>
<p>Service Assessment and Economic Development Strategy – 13Ways Report</p> <ul style="list-style-type: none"> ■ At the Joint Municipalities Committee recommending motion that each respective municipality adopt the “Service Assessment and Economic Development Strategy – Smoky Lake Region” document, dated October 2022, prepared by 13Ways Inc. which was funded through the Alberta Community Partnership (ACP) Grant, program under the “Intermunicipal Collaboration Framework” Component. ■ This document will be utilized as an information resource to reference in in implementing a good governance model for developing a Regional Economic Development Plan. <p>Recommendation: That Smoky Lake County adopt the “Service Assessment and Economic Development Strategy – Smoky Lake Region” document, dated October 2022, prepared by 13Ways Inc. which was funded through the Alberta Community Partnership (ACP) Grant, program under the “Intermunicipal Collaboration Framework” Component; and utilize the document as an information resource in implementing a good governance model for developing a Regional Economic Development Plan considering the recommendations with the document as follows:</p> <ul style="list-style-type: none"> ■ Realize Efficiencies <ul style="list-style-type: none"> ▪ Asset Management and Budgeting ▪ Joint operations of linear services ▪ Administrative support ▪ Coordinated Fleet management ■ Grow the pie <ul style="list-style-type: none"> ▪ Regional Economic Development Strategy ▪ Regional Marketing Strategy ▪ Regional Land Use and Development Planning ■ Make it Happen <ul style="list-style-type: none"> ▪ Develop a Common Purpose with a Shared Strategic Direction and a “Shared Objectives” ▪ Prepare a Governance Structure and Organizational Processes that is effective ▪ Identify the required financial and human resources to implement the initiatives 	<p>September 12</p>		

<p>Regional Communication Strategy</p> <ul style="list-style-type: none"> At the Joint Municipalities Committee discussion was held in respect to improving Communication in a Regional Concept. As this was mutually agreed by the 4 municipalities to forward this to ICC– need a motion to proceed with regional cooperation, as this committee is the primary forum used to address and develop future service delivery agreements. <p>Recommendation: That Smoky Lake County regionally provide a “Notice of Intent” to refer a Regional Communication Strategy to a future Intermunicipal Collaboration Committee (ICC) Meeting to provide each respective municipality with timely and sufficient information for meaningful dialogue, to conduct a shared service review in respect to Regional Communication, in accordance with the Joint Agreement under each respective Bylaw known as the “Protocol for Regional Cooperation”, to:</p> <ul style="list-style-type: none"> Evaluate the likelihood of success of a potential area for regional cooperation; Clarify expectations of the parties if a topic is addressed. Identify requisite conditions for success at the start of an initiative; and Explore the actions required to sustain the initiative. 	<p>September 12</p>		
<p>Regional Heritage Tourism</p> <ul style="list-style-type: none"> At the Joint Municipalities Committee discussion was held in respect to our regional heritage board. The PowerPoint presentation highlights some of their wonderful work and suggested a review of the Heritage Management Plan for expand resources as per the 20-Year Action List adopted in 2016. <p>Recommendation: That Smoky Lake County approve for the “Regional Heritage Tourism” concept, as discussed at the Joint Municipalities Meeting held on September 12, 2023, to a Intermunicipal Collaboration Committee (ICC) Meeting for the purpose of reviewing the shared service in accordance with the Heritage Management Plan Policy: Schedule “A”: 20-Year Action List, under Policy Statement No. 61-20-01, Section 4.3: Awareness and Education.</p>	<p>September 12</p>		
<p>ADMINISTRATIVE</p>			
<p>Projects</p>	<p>Date In Progress</p>	<p>Date Outstanding</p>	<p>Date Completed</p>
<p>Waskatenau Drainage – CN Owned Property adjacent to the Waskatenau Creek, near the Village of Waskatenau: History:</p> <ul style="list-style-type: none"> March 16, 2023: County (Kyle): Contacted to obtain permission to undertake drainage work. March 22, 2023: CN (Adele Ammar): Asking for more detail. March 23, 2023: County (Kyle): Will get back as soon as possible. March 29, 2023: County (Jordan): Sent pictures/aerial photo with details. April 5, 2023: CN (Adele Ammar): Thank you – any drainage plans for engineers to review County proposal. April 21, 2023: County (Gene): History provided and why we receive flooding complaints August 2, 2023: County (Jordan): Been some time now – asking for update on status of the Waskatenau Drainage. 	<p>March 16</p>	<p>Sept 15</p>	<p>?</p>

<ul style="list-style-type: none"> . August 11, 2023: CN (Adele Ammar): Sent to manager – but on vacation. Will follow-up with him next week. . September 7, 2023: County (Jordan): Another month has past now – item came up yesterday's meeting of Council. Frustration with how long waiting to receive a response. . September 15, 2023: CN (Julianne Threlfall – Public Works Manager for Alberta): Clarifying ask – if its access permission. This particular piece of property is non-operating property and our Real Estate division has expressed – if County in interested in purchasing. . September 15, 2023: County (Jordan): regarding the scope of work that the County wishes to undertake on this property, I will defer to our Public Works Manager Christopher Minailo (cminailo@smokylakecounty.ab.ca) as he is more familiar with the particulars of the situation. With respect to the County potentially purchasing the property from CN, I would need to bring a proposal to Council. It would be helpful to connect with your real estate team to discuss this in further detail, so I would appreciate if you could put me in touch with them. . September 15, 2023: CN (Julianne Threlfall): Chris can connect with Anees copied here for the work and access required. And Paul Stiles copies here is the correct contract for discussing the purchase with. . September 19, 2023: County (Chris): sent an email to Anees Hussain Anees.Hussain@cn.ca 			
<p>Administrator's Meeting: Few items that were discussed:</p> <ul style="list-style-type: none"> ▶ Regional FCSS Proposal – Concept: Further discussed at an ICC Meeting. ▶ Regional Newsletter: An RFD will be prepared for the JMM. ▶ 2023-24 Alberta Community Partnership (ACP) Inter-municipal Collaboration Grant Application: Projects confirmed ▶ Update on Building Security – Options provided to municipalities 	September 6		
<p>Municipal Information Sharing</p> <ul style="list-style-type: none"> ■ At the Joint Municipalities Meeting – Councils were updated on how difficult the development of a regional newsletter would be. <u>Recommending Motion made</u> utilizing a single web-based calendar through Lakeland DMO's platform as a one-stop resource for the community to learn about public events; and recommend each respective municipality share each other's newsletters on their websites and on their social media. <u>Recommendation:</u> That Smoky Lake County approve the Communication Department to utilize the single web-based calendar through Lakeland DMO's platform as a one-stop resource for the community to learn about public events; and agree municipally to share each other's newsletters on their websites and on their social media. 	September 12		

<p>MSCNet: The agreement still has not been executed. Still working with the Company on provide information - small details: What Public Works building is the GigAir equipment being installed.</p> <p>Will continue to provide update to Council until complete.</p>	<p>June 15</p>		
<p>FINANCIAL</p>			
<p>Projects</p>	<p>Date In Progress</p>	<p>Date Outstanding</p>	<p>Date Completed</p>
<p>Nothing under Finance.</p>			
<p>HUMAN RESOURCES</p>			
<p>Projects</p>	<p>Date In Progress</p>	<p>Date Outstanding</p>	<p>Date Completed</p>
<p>■ Held a Staff Debrief in respect to the last Council meeting</p>	<p>September 13</p>		<p>September 13</p>
<p>■ Natural Gas Department: Job Posting to Technician closed on Friday, September 15, 2023. <u>Received:</u> 21 resumes in total, 10 are from overseas/foreign. In the process of short-listing to Interview.</p>	<p>September 15</p>		
<p>COMMUNITY</p>			
<p>Projects</p>	<p>Date In Progress</p>	<p>Date Outstanding</p>	<p>Date Completed</p>
<p>CASA c/o Elena Jarema: Letter of Support – CASA is working with HAK school to raise funds for a new playground to be installed for the coming school year. They are unable to move the current school playground to the new school location so a new playground must be built. They are looking for letters of support to help assist when applying for grants.</p> <p>Recommendation: That Smoky Lake County Council approve action taken by administration for providing a letter of Support to the Community and School Association (CASA) for the new playground Project at the new H.A Kostash School in Smoky Lake.</p>	<p>Sept 11</p>		<p>Sept. 19</p>
<p>TRAINING / MEETINGS</p>			
<p>Signature:  Interim Chief Administrative Officer</p>	<p>County Council Meeting: September 28, 2023</p>		

Dan Gawalko councillor report

September 2023

August 21 attended the Lakeland Agricultural Research Association (LARA) meeting in Ashmont, LARA has been approved to become a member of LICA for this year, still waiting to hear back from farmers for climate action solutions, Kevin gave a report on the Ag Smart conference hosted by Olds college, Wanda gave her chair report she attended the Smoky Lake field day August 2 and the pasture and grazing tour in Lac La Biche also, the FarmRITE report was given by Alyssa and she let the executive directors of Farming Smarter and SARDA ag research that Lara is still on board with some advocacy efforts going forward, also in her executive director report she signed the living labs 2023-2024 contract and submitted an application for the next round of WRRP funds, met with the organizer of the Alberta soil science tour LARA will be a stop on their tour next May, she attended Wheatstalk at Lakeland college, has met with local MLA Scott Cyrto discuss the importance of regionally applied research and funding, she has also requested a meeting with Brian Jean MLA Ft. McMurray and Glen VanDijken MLA Athabasca Barrhead Westlock, working on a young farmers social for November Wintersteiger was out to do annual maintenance on the new combine, provided a write up on the High Legumes Pastures project to Organic Alberta for their special edition magazine being released in November for their annual conference, she also provided the financial statements,

LFA report was given, a few footrot cases, received over 13" of rain, bull take out day was August 10, 5 heifers are missing, the board also made a decision to purchase a used Dodge diesel truck to use as a haul truck.



Reeve's Report

August 17, 2023 to September 20, 2023

August 17, 2023 – Alberta's Lakeland DMO Meeting (Lorne - virtually)

- Tourism Partnership Updates were given on Kalayna Country and how they play apart in tourism in the Lakeland, PrairiesCan Projects are still on pace for completion, work is progressing on the Escape to the Lakeland Contest and on STEP Regional Trails Master Plan.
- Treasurers report was giving with all in good standing.
- Kalayna Country is looking for volunteers to work a casino.

August 18, 2023 – Luncheon with the Premier of Alberta, Danielle Smith, at Westlock (Lorne & Jered in-person)

- A meet and greet with Premier Smith was held with limited attendance and questions from attendees. Some questions discussed including but not limited to Policing coverage, EMS coverage, lack of Volunteer Fire Fighters, Housing shortage, Crime reduction etc.

August 19, 2023 – Vilna Boomtown Days Parade in Vilna (Lorne, Jered, Linda, Dominique & Dan in-person)

- Participated on the County's parade float – float won second place prize.

August 23, 2023 - Regular Council Meeting, held in Chambers (Lorne, Jered, Linda & Dan in-person, Dominique - virtually)

- Gave 3rd & final reading to Bylaw 1450-23: Physicians and Health Care Professionals Committee.
- Amended Policy #05-05-03: Physicians & Health Care Professionals Committee Terms of Reference.
- Adopted Policy #61-08-01: Regional Engineering and Design Standards (REDS).
- Sponsored RMA Resolution - Modern Sport Fishing Regulations Supporting Ecosystems, Rural Tourism, Quality of Life, and Economic Development
- Sponsored RMA Resolution - Post-COVID Bridging Supports for Small and Medium-sized Community Halls and Facilities.
- Appointed Lorne & Jered to the Housing Ad-Hoc Working Group Committee for Housing Opportunities and Initiatives.
- Agreed to approve the Smoky Lake Regional Heritage Board funding in Year 2024 and Year 2025 budget.

August 24-25, 2023 – RMA District 5 Meeting in Fort McMurray (Lorne in-person)

- Reviewed and approved District 5 policies.
- Determined the amount of compensation for Administrative Member Municipality & Executive.
- Received reports from, RMA President: Paul McLaughlin, RMA District No. 5 Director: Kevin Wirsta, RMA District No. 5 FCM Representative: Robert Parks, and the Financial Reports.
- Supported Beaver County's Bee Resolution advocating to allow Honeybee shipments from the United States be permitted for importation to Canada to combat the depopulation of Canada's Honeybee hives.
- Supported Strathcona County's Scooter Resolution advocating to establish provincewide regulations relating to the operation and personal use of e-scooters and miniature personal electric vehicles.
- Supported Smoky Lake County's Resolution advocating for Post-COVID Bridging Supports for Small and Medium-sized Community Halls and Facilities.



Reeve's Report

August 17, 2023 to September 20, 2023

August 30, 2023 – Policy Committee Meeting held in Chambers & virtual (All Council in-person)

- Recommended researching neighboring municipality's Cemetery Maintenance Funding Policies and/or Bylaws, to potentially create a new policy in respect to same.
- Recommended the draft Proclamations Policy, be consideration of adoption.
- Recommended training for staff for dealing with difficult people and a refresh of the protocol for reporting incidents relating to encounters with difficult people.
- Recommended Policy # 01-46-02: Social Media, be reviewed by Administration to promote the region in every aspect.

August 31, 2023 – Regional Community Development Committee RCDC in Chambers & virtual (Lorne & Jered in-person, Linda, and Dominique - virtually)

- Recommended Smoky Lake County, pursue opportunities to return veterinary services at the vacant veterinary clinic new Smoky Lake.
- Recommended Smoky Lake Region's Physicians and Health Care Professionals Committee (formerly known as the Doctor Retention and Recruitment Committee), facilitate attracting additional Veterinarians to the Smoky Lake Region.
- Established a sub-committee for Community Economic Development Officer (CEDO) recruitment.
- Approved to participate in the 2024 Edmonton Boat & Sportsman Show being held in March.

September 7, 2023 – Regular Council Meeting in Chambers & Virtual (All Council in-person)

- Added Dominique as an additional alternate to the Housing Ad-Hoc Working Group Committee for Housing Opportunities and Initiatives.
- Acknowledged the generous \$100,000 donation from Mr. Jim Ratsoy, to the Town of Smoky Lake, towards preserving the Canadian Northern (CN) Railway Station in the Town of Smoky Lake.
- Adopted the County's 2023-2027 Five-Year Financial Plan.
- Approved the Year-2023 Property Tax Sale, to be held on December 1, 2023 at 10:00 am.
- Approved \$1,500 towards the Threshing Bee event held during Pumpkin Fair.
- Approved in-kind assistance of manpower & equipment to the Pumpkin Fair event.
- Approved \$250 for an advertisement in the 2023 Pumpkin Fair brochure.
- Assumed electricity payment responsibility for 3 street lights just outside of Waskatenau.
- Approved to maintenance of 50th Street in Vilna which turns into our Rge Rd 135.
- Approved brushing custom work at cost to the Village of Vilna.

September 7, 2023 – RCMP BBQ held at the Smoky Lake Detachment (All Council in-person)

- Attended to show support of the Smoky Lake County and took the opportunity to chat with RCMP Members about policing, mainly such as crime in the region, public town halls etc.

September 12, 2023 – Grand Opening of the new H. A. Kostash School in Smoky Lake (Lorne, Jered, Dan & Dominique in-person)

- As part of the dignitaries' presentations, the Reeve brought greetings and a congratulatory message to the assembly, which was attended by students, faculty, MLA, Town Council, County Council, staff, and community stakeholders.
- Took advantage of the MLA's presence and discussed other matters such as the opening of the Smoky Lake Courthouse, bridge funding, housing shortage, watercourse management etc.



Reeve's Report

August 17, 2023 to September 20, 2023

September 12, 2023 – Joint Municipalities Meeting hosted by the Town of Smoky Lake (Lorne, Jered, Dominique, and Dan in-person)

- Received updates from: Smoky Lake RCMP Detachment, Victim Services, Lakeland Catholic Separate School Division, Aspen View Public School Division, Smoky Lake Region Heritage Board.
- Recommended Regional Heritage Tourism be brought to an Intermunicipal Collaboration Committee (ICC) Meeting.
- Recommended utilizing a single web-based calendar through Lakeland DMO's platform as a one-stop resource for the community to learn about public events; and recommend each respective municipality share each other's newsletters on their websites and on their social media.
- Recommended a Regional Communication Strategy be brought a future Intermunicipal Collaboration Committee (ICC).

September 13, 2023 – Elevate Wellness Meeting held in Town of Smoky Lake Chambers & virtually (Lorne - virtually)

- Contacting Smoky Lake Senior Drop In Centre to inquire about hosting indoor badminton weekly as a community event.
- Coordinating with Home Hardware owner to update/availability of backordered items.
- The Smoky Lake Public Library will compile data of number of people taking out equipment and survey results for Elevate Wellness Evaluation Plan.
- In progress as equipment backordered and still has not arrived and will make purchase at Home Hardware when items arrive.
- Will make additional revisions and work with SL Library to ensure full listing of LoT items is on Smoky Lake Public Library website and will launch with new summer items of soccer and basketball.
- Uploading data from evaluation surveys from Seedy Saturday event for next meeting.
- Trail signage designs to be completed and sent out to team for final proofing then forwarded to printing company for completion.
- Researching some quotes for greenery on panels like "ivy" or "hops."
- Researching costs for solar post cap toppers for fence.
- Purchasing twenty-five dollar gift card from Home Hardware in appreciation of volunteer contribution for herb garden help at planter in Devonian Park.
- Providing more information on art panels on cedar fence based on previous project from Millet coalition.
- Preparing a Request for Decision for the Devonian Park Bulletin Board partnership to be presented at the next regular Town of Smoky Lake Council Meeting on behalf of the Elevate Wellness Committee.
- Updated draft Budget will be presented at the next team meeting.

September 14, 2023 – Regional Community Development Committee RCDC in Chambers (Lorne in-person)

- Reviewed and recommended changes to the CEDO position job description, contract, salary and advertisement.



Reeve's Report

August 17, 2023 to September 20, 2023

September 18, 2023 – Special Council Meeting in Chambers/virtual (Lorne, Jered, Linda & Dominique in-person, Dan - virtually)

- Discussed the bridge identified as BF08200, on Township Road 590, East of Range Road 132 which was closed on June 26, 2023, due to structural failure.
- A motion to repair the bridge as an unbudgeted expense out of General Capital Reserves, to temporarily re-open the bridge with a 5-ton weight restriction was defeated, and the bridge will remain closed until provincial funding is available to replace it.

September 20, 2023 – Elevate Wellness “Trail Map” Meeting (Lorne - virtually)

- Reviewed, recommended changes and final proofed the Trail Map signage design, size, material, and installation etc. to forward to sign company for costs etc.

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

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

ALBERTA
JUSTICE

Office of the Minister
MLA, Calgary-Cross

AUG 31 2023

AR 57074

Reeve Lorne Halisky
Smoky Lake County
P.O. Box 310
4612 McDougall Drive
Smoky Lake AB T0A 3C0

Dear Reeve Halisky:

Thank you for your letter of July 19, 2023 regarding re-establishing a courthouse in the Town of Smoky Lake. I appreciate the opportunity to provide the following information.

Re-opening the Smoky Lake Courthouse would require the ministry of Justice to examine the current catchment areas; however, as indicated in previous correspondence to you from the previous Minister of Justice, the Smoky Lake Courthouse would likely only encompass matters from Smoky Lake and Andrew. It is unlikely that Boyle or Redwater matters would be diverted to Smoky Lake because of their proximity to our already existing courthouses.

My department examined the total number of charges being adjudicated in the Fort Saskatchewan Courthouse coming from the Smoky Lake Royal Canadian Mounted Police (RCMP) Detachment. While the total number of charges has increased over the past four years, there has been only a moderate increase since 2010. Alberta Justice monitors court caseloads regularly to ensure timely access to justice. The Fort Saskatchewan Courthouse is efficient and has a closure rate and lead time that is comparable or better than other non-urban courthouses with matters being managed effectively through the current courthouse structure.

Thank you again for taking the time to write and for sharing your suggestion with the Government of Alberta. I will keep your suggestion in mind as we explore improvements in court services. Should you have any questions, please feel free to email me at ministryofjustice@gov.ab.ca.

Sincerely,

Honourable Mickey Amery, KC, ECA
Minister of Justice and Attorney General of Alberta

cc: Glenn van Dijken, MLA for Athabasca-Redwater-Westlock
Mayor Amy Cherniwchan, Town of Smoky Lake

Sunday, September 24th, 2023

10.4

Métis Crossing Day



You Are Invited.

Métis Crossing Day - Sunday, September 24th, 2023

We're proud to invite you to join us and celebrate the third annual Métis Crossing Day in Smoky Lake County! Together, we'll reflect on this year's achievements, look ahead to the future, and acknowledge the partnerships that make our success possible.

Join us for an evening event to connect with the night sky and our land in a truly unique way. Explore our Night Sky Watching Domes, our new indoor garden, and enjoy a delicious dinner of Indigenous cuisine.

5:00 - 8:00 pm - Formal Program + Dinner

8:00 - 10:00 pm - Star Stories and exploration of the night skies*

** Please note these events take place outdoors*

If you would like to stay overnight, please mention this invite when booking to receive a special Métis Crossing Day rate of \$200/night at our Lodge accommodations.

You're invited, so please RSVP to Sabina at sbrouwer@metis.org for Métis Crossing Day on Sunday September 24, 2023. If we can help in any other way, call 780-656-2229.





PO Box 460, 56 Wheatland Avenue
Smoky Lake AB T0A 3C0
PH: 780-656-3674 | FX: 780-656-3675
smokylake.ca | town@smokylake.ca

September 13, 2023

Lisa Sparks
Site Manager
Lac La Biche & Smoky Lake Healthcare Centres
Lisa.sparks@albertahealthservices.ca

Dear Lisa,

Re: Request Assurance of Emergency Department Coverage during the Great White North Weigh Off & Pumpkin Fair in Smoky Lake

On behalf of the Doctor Retention and Recruitment Committee within the Smoky Lake Region, we are proactively requesting that the Emergency Department at the George McDougall Smoky Lake Healthcare Centre be fully operational for the duration of the Pumpkin Fair weekend on October 5 through 8, 2023.

We realize this is a challenge for Alberta Health Services due to physician vacancies and the inability to secure locum coverage as we've experienced significant interruptions in Emergency Department operations in 2023.

The Pumpkin Fair weekend draws 8,000 to 10,000 people annually to the Town of Smoky Lake. We would appreciate assurance that extra efforts will be made to ensure standard operations will be maintained with regard to access to the Emergency Department to ensure the safety for our long term residents and visitors during the event.

We thank you for your time and thoughtful consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorne Halisky". The signature is stylized with loops and a long horizontal stroke.

Lorne Halisky
Chair, Doctor Retention and Recruitment Committee

CC: Janet Barclay, Director, North Zone Area 7 janet.barclay@albertahealthservices.ca
Dr. Brian Muir, Zone Medical Director, AHS North Zone brian.muir@albertahealthservices.ca
Alberta Medical Association AMA locumservices@albertadoctors.org
Smoky Lake Medical Centre drsraub@gmail.com
Glenn van Dijken, MLA Athabasca Athabasca.Barrhead.Westlock@assembly.ab.ca

March 1, 2023

Mr. Gene Sobolewski
Chief Administrative Officer
Smoky Lake County
PO Box 310
Smoky Lake AB T0A 3C0

Dear Mr. Sobolewski:

This letter is an annual notification of the Government of Alberta's legislation for collecting a municipality's policing cost share under the Police Funding Model (PFM) Regulation. Through a system of shared responsibility between the government and municipalities, a portion of the costs of frontline policing is allotted back to each municipality based on a number of factors: population, equalized assessment, crime severity, shadow population, and detachment location.

As per the Police Funding Model (PFM) Regulation, each municipality will contribute a portion of frontline policing costs based on a 20 per cent cost recovery for the fiscal year 2022/23. Total revenue generated is estimated to be \$44,784,300 and will be reinvested in Alberta policing initiatives. For fiscal year 2023/24 and going forward, municipalities will be invoiced based on a 30 per cent cost recovery. For your planning purposes, please use your invoiced amount for 2022/23 and add an additional 50 per cent to estimate your 2023/24 invoice total.

Please remit payment within 45-days of the invoice made payable to the Government of Alberta and forward to the address provided on the invoice.

Any questions related to the financial details of this invoice may be directed to the attention of Gordon Crawford at gordon.crawford@gov.ab.ca. Other background and contextual inquiries regarding the policy of PFM may be directed to Lisa Gagnier at lisa.gagnier@gov.ab.ca.

Sincerely,



M. A. (Marlin) Degrand, M.O.M.
Assistant Deputy Minister

Cost Breakdown

The provincial payment generating \$44,784,300 in revenue after modifiers is calculated on an annual basis using 50 per cent population, 50 per cent equalized assessment, and modifiers/subsidies for crime severity, shadow populations, and detachment location.

Provincial Data

Revenue Generated 2022-23 after modifiers	Total Municipal Population (2021)	Total Equalized Assessment (2023)	Total Revenue Base Estimate
\$44,784,300	762,490	303,816,170,576	\$46,500,000

Municipal Data

Smoky Lake County	Data/Cost Breakdown
2021 Population	4,097
2023 Equalized Assessment	\$716,866,661
Equalized Assessment per capita	\$174,974
Population % of total for PFM	0.53732%
Equalized Assessment % of total for PFM	0.23595%
Amount based on 50% Population (A)	\$124,927
Amount based on 50% Equalized Assessment (B)	\$54,858
Total share policing cost C = (A + B)	\$179,785
<i>Less modifiers:</i>	
Subsidy from Crime Severity Index (CSI) Value (variable %) (Note 1)	\$10,200
Subsidy from Shadow Population (variable %) (Note 2)	\$ 0
5% for No Detachment Subsidy (Note 3)	\$ 0
Total share with modifiers	\$169,585

Notes

Population provided by Alberta Treasury Board and Finance

Equalized Assessment – an annual calculation that measures the relative wealth of a municipality creating a common assessment base. It determines the ability of a community to pay a portion of policing costs in this context.

Municipality Population / PFM Population

Municipality Equalized Assessment / PFM Equalized Assessment

Population % of provincial x 50% population x Total Base Estimate

Equalized Assessment % x 50% x Total Base Estimate

Note 1: CSI Subsidy received if above rural municipal average. Accounts for volume and seriousness of crime based on incarceration rates. A three-year average is used to calculate your average CSI.

Note 2: Shadow Population – temporary residents of a municipality employed by an industrial or commercial establishment for a minimum of 30 days within a municipal census year. Shadow populations use the municipality's services but do not contribute to its tax base. Subsidy is up to 5% of total share.

Note 3: No detachment subsidy provided if town/municipality does not have access to a detachment.

Invoice No. **1800033317**

Please remit to:
Government of Alberta
 c/o Ministry of Public Safety and Emergency Services
 Corporate Services Division
 6th Floor, 9833 - 109 Street
 Edmonton, Alberta T5K 2E8
Attention: Accounts Receivable
 JSG.FinancialOperations@gov.ab.ca

Invoiced to:	Smoky Lake County	Date:	March 23, 2023
Address:	PO Box 310		
City:	Smoky Lake	Prov/Terr:	AB
		Postal Code:	T0A 3C0
Attention:	Mr. Gene Sobolewski		

Qty	Description	Unit Price	Total
	Police Funding Model (PFM) Fiscal 2022-23 Smoky Lake County Please remit payment within 45 days <i>For Finance Use Only:</i> BP# 70003696 Cr. 100062/4090801100/624316/1005590/42		\$169,585
GST#R124072513		Subtotal	
Payment due upon receipt. Past due accounts are subject to a late payment charge.		GST	
Cheques are to be made payable to: <i>GOVERNMENT OF ALBERTA</i>		Total	\$169,585

VILNA SCHOOL

(Aspen View Public Schools #78)

BOX 190
VILNA, AB T0A 3L0
Email Address: vilna@asperview.org
PHONE: 780-636-3651, 780-636-3525
FAX: 780-636-3502

WORK HARD
BE KIND

Principal: Joe Harrington
Vice-Principal: Danielle Girard



September 19, 2023

Dan Gawalko, Deputy Reeve, Division 1 Representative
Smoky Lake County Council
Box 144, Vilna AB
T0A 3L0

RE: Vilna National Truth & Reconciliation Day Celebration Pipe Ceremony & Feast

Dear Deputy Reeve Gawalko,

Vilna School is hosting a pipe ceremony on Friday, September 29th starting at 10:30 am in the Vilna School agora. We would be honored if you or your designated representative could attend. There will a stew and bannock feast to follow.

Your participation does not require engaging with the pipe, though please feel free to do so; additional guidance will be provided by the elder during the ceremony. According to tradition, women in attendance are asked to wear long skirts.

Please RSVP by contacting myself danielle.girard@asperview.org or by calling 780-636-3651 by September 25th to confirm your attendance. Thank you.

Respectfully,

Danielle Girard, Assistant Principal
Vilna School

From: Jennifer Cunningham <Jennifer.Cunningham@gov.ab.ca>
Sent: Thursday, September 21, 2023 9:44:24 a.m.
Cc: Jennifer Cunningham <Jennifer.Cunningham@gov.ab.ca>
Subject: 2023 Fall Rural Municipalities of Alberta (RMA) Convention Minister Meetings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

I am pleased to advise that Honourable Devin Dreeshen, Minister of Transportation and Economic Corridors will be hosting a limited number of meetings on November 9, 2023 during the 2023 Fall RMA convention in Edmonton.

If you would like to request a meeting with the Minister during the RMA convention, please reply to this email by **September 29, 2023**.

Due to limited availability, please provide your meeting requests and include **three** priority items for discussion as soon as possible. A response will be provided as soon as the meeting schedule has been established.

Should you have any questions or concerns, please feel free to contact me directly.

Thank you,

Jennifer Cunningham

Issues Manager, Assistant Deputy Minister Office
Construction and Maintenance Division
Alberta Transportation and Economic Corridors
780-427-5718 or 587-372-5305

Classification: Protected A