



SMOKY LAKE COUNTY COUNCIL MEETING

AGENDA

Thursday, February 13, 2025, at 9:00 a.m. held

Virtually <https://video.businessconnect.telus.com/join/121269341> (Meeting ID # 121269341) and Physically in Smoky Lake County Council Chambers, 4612 McDougall Drive, Smoky Lake

- 1. Call to Order
- 2. Adoption of Agenda
- 3. Adoption of Minutes
 - 3.1. Minutes of the Regular Council Meeting, Thursday, January 23, 2025
- 4. Delegation(s)
 - 4.1. Sgt. Anita Doktor, Smoky Lake RCMP Detachment to discuss Policing Priorities and Performance Plan @ 1:00 p.m.
 - 4.2. Mark Johnson, Landowner to discuss development of road allowance access @ 1:15 p.m.
 - 4.3. Noreen Eastbrook, Chairperson, Smoky Lake Regional Heritage Board, at the request of Council as per the January 23, 2023 motion #253-25, in relation to item 7.12 below @ 1:30 p.m.
- 5. **Public Hearing @ 9:15 a.m.**
 - 5.1. Proposed Bylaw No. 1467-24: to amend the Land Use Bylaw No.1272-14, by redistricting the lands legally described as Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183), from "Agriculture (AG) District" to "Rural Industrial (M2) District"; and to amend the Municipal Development Plan Bylaw No. 1249-12, by reclassifying the said lands, from an "Agriculture Area" to an "Industrial Area".
- 6. Municipal Planning Commission (MPC)
 - Nil

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

- 7. Business – Requests for Decisions
 - 7.1. Bylaw No. 1467-24: LUB Amendment for Plan 9121735, Lot A (58562 RGE RD 183)
 - 7.2. Bylaw No. 1472-25: LUB Amendment for NE-34-59-13-W4
 - 7.3. Joint Use & Planning Agreement (JUPA) with Lakeland Catholic School District
 - 7.4. Surface Lease of Municipally-Owned Properties - SW8-62-13-W4 & SE-8-62-13-W4
 - 7.5. Returning Officer & Substitute Returning Officer for the 2025 Municipal Election
 - 7.6. Campground / Recreational Area Supervision & Caretaking Services Proposals
 - 7.7. February Requests for Donation from Vilna Ag. Society and Spedden Fish & Game
 - 7.8. Family & Community Support Services (FCSS) Grant Application - Smoky Lake Library
 - 7.9. Policy Statement No. 62-10-10: Agricultural Service Board Business Plan
 - 7.10. Policy Statement No. 03-20-05: Safety Apparel and Footwear
 - 7.11. Bylaw No. 1475-25: Natural Gas
 - 7.12. Smoky Lake Region Heritage Board Recommendations
- 8. Chief Administrative Officer (CAO) Report
 - Nil

9. Council Committee Reports
Nil

10. Correspondence

- 10.1. Letter from CUPW-STTP, dated January 16, 2025, requesting a resolution in respect to an Industrial Inquiry Commission Reviewing Canada Post
- 10.2. Letter from Minister of Municipal Affairs, dated January 20, 2025, announcing approval of the Alberta Community Partnership (ACP) Program application for funding towards the Iron Horse Trail Stating Area Development project, in the amount of \$200,000
- 10.3. Letter from Minister of Municipal Affairs, dated January 20, 2025, announcing approval of the Alberta Community Partnership (ACP) Program application for funding towards the Regional Economic Development – Highway Corridor Concept Plan project, in the amount of \$200,000
- 10.4. Letter from Minister of Municipal Affairs, dated January 20, 2025, announcing approval of the Alberta Community Partnership (ACP) Program application for funding towards the Regional Service Delivery – Waste Management project, in the amount of \$200,000
- 10.5. Letter from Smoky Lake Pumpkin Growers, dated January 20, 2025, proposing Smoky Lake Region representation at the Edmonton Boat and Sportsmen Show

11. Information Release
Nil.

12. Financial Reports

- 12.1. Financial Statements for the month of November 2024
- 12.2. Financial Statements for the month of December 2025

13. Next Meetings

- 13.1. Reschedule the Council Committee of the Whole Retreat for the purpose of Strategic Planning from January 30 & 31, 2025, to _____, 2025
- 13.2. Schedule a Joint Town of Smoky Lake and Smoky Lake County Council meeting, for Monday, March 3, 2025, at 9:30 a.m.
- 13.3. Reconfirm Smoky Lake County Council's scheduled upcoming Meetings are as follows:
Thursday, March 13, 2025, at 9:00 a.m. (Regular), and
Thursday, March 27, 2025, at 9:00 a.m. (Regular).
- 13.4. Schedule the next Smoky Lake County Regular Council Meetings for:
Thursday, April 10 and 24, 2025, at 9:00 a.m. (Regular),
Thursday, May 8 and 22, 2025, at 9:00 a.m. (Regular),
Thursday, June 12 and 26, 2025, at 9:00 a.m. (Regular), and
Thursday, July 10 and 24, 2025, at 9:00 a.m. (Regular)

14. In Camera (Executive Session)

- 14.1. Legal Issue, in respect to the Intermunicipal Collaboration Framework (ICF) with Lamont County, under the authority of the FOIP Act, Section 21: Intergovernmental Relations
- 14.2. Land & Legal Issue, in respect to an update on log harvesting, under the authority of the FOIP Act, Section 16: Third Party Business Interests
- 14.3. Personnel Issue, in respect staff from the Chief Administrative Officer, under the authority of the FOIP Act, Sections 27: Privileged Information and 17: Third Party Personal Privacy

15. Adjournment.

SMOKY LAKE COUNTY

Minutes of the **County Council Meeting** held on Thursday, **January 23, 2025**, at 9:02 A.M. held both virtually online and physically in Council Chambers.

The meeting was called to order by the Reeve, Jered Serben, in the presence of the following persons:

ATTENDANCE		
<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Thursday, Jan. 23, 2025</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3 / Deputy Reeve	Dominique Céré	Present in Chambers
4	Lorne Halisky	Present in Chambers
5 / Reeve	Jered Serben	Present in Chambers
CAO	Kevin Lucas	Present in Chambers
Finance Manager	Brenda Adamson	Present in Chambers
Executive Srv/RS	Patti Priest	Present in Chambers

Observers in Attendance Upon Call to Order:

Comm. Officer	Evonne Zukiwski	Virtually Present
P & D Manager	Jordan Ruegg	Virtually Present
Fire Srv/Muni Clerk	Meaghan Andreychuk	Virtually Present
Health & Safety Cor.	Jasmine Schaub	Virtually Present
Acting Ag Fieldman	Kierstin Dubitz	Virtually Present
CPO	Chandler Kerr	Present in Chambers
Public	2 Members	Present
Fire Chief	Scott Franchuk	Virtually Present

2. Agenda:

239-25: Fenerty That the Smoky Lake County Council Meeting Agenda for Thursday, January 23, 2025, be adopted, as amended:

Delegation:

4.1. Casey Tchir, Landowner.

Carried Unanimously.

3. Minutes:

3.1. Minutes of the Regular Council Meeting, January 9, 2025

240-25: Halisky That the minutes of the Smoky Lake County Regular Council Meeting, held on Thursday, January 9, 2025, be adopted as presented.

Carried.

4. Delegation:

Nil.

5. Public Hearing:

Nil.

6. Municipal Planning Commission (MPC):

Nil.

7. Request for Decision:

7.1. Bylaw No. 1464-24: Non-Residential Tax Incentive

241-25: Gawalko

That Smoky Lake County **Bylaw No. 1464-24: Non-Residential Tax Incentive**, being a bylaw for the purpose of providing a Municipal Property Tax Exemption for Non-Residential Development or Expansions, be given **THIRD and FINAL READING** and the Reeve and Chief Administrative Officer be hereby authorized to fix their signatures to all necessary documents and the corporate seal be fastened where it is deemed to be necessary.

Carried.

7.2. Family and Community Support Services (FCSS) Grant Applications

242-25: Cere

That Smoky Lake County **approve** to allocate funding from the 2025 Family and Community Support Services (FCSS) Grant budget in accordance with Policy No. 08-17-01: Family and Community Support Services (FCSS) grant as follows:

Community Group	Eligibility	Funding
Vilna Veselka Dancing Club	Volunteer Appreciation	\$1,500.00

Carried.

One Member of the Public virtually joined the meeting, time 9:07 a.m.

Kierstin Dubitz, Acting Agricultural Fieldman, left virtually attendance and physically entered Council Chambers, time 9:08 a.m.

7.3. Property Tax Sale Results - Property Tax Roll #22010117

243-25: Halisky

That Smoky Lake County register a Tax Forfeiture Instrument on the land title for the lands legally described as: Lot 17 Block 1 Plan 1955CL, within the Hamlet of Spedden, under Property Tax Roll #22010117 (which was offered for sale at Public Auction on November 13, 2024 due to non-payment of property taxes and which did not sell), for the purpose of providing “Notification of Municipal Acquisition”, to allow the County to rent, license, lease, or dispose of the said property at a price as close as reasonably possible to market value in an effort to recoup the arrears and taxes.

Carried.

7.3. Property Tax Sale Results - Property Tax Roll #41410215

244-25: Halisky

That Smoky Lake County register a Tax Forfeiture Instrument on the land title for the lands legally described as: Lot 15 Block 2 Plan 0323059, within the Hillside Acres subdivision, near Whitefish Lake, under Property Tax Roll #41410215 (which was offered for sale at Public Auction on November 13, 2024 due to non-payment of property taxes and which did not sell), for the purpose of providing “Notification of Municipal Acquisition”, to allow the County to rent, license, lease, or dispose of the said property at a price as close as reasonably possible to market value in an effort to recoup the arrears and taxes.

Carried.

7.4. Policy Statement No. 62-06-02: Agricultural Service Board Poster Contest

245-25: Fenerty

That Smoky Lake County Policy Statement No. 62-06-02: Agricultural Service Board Poster Contest, be amended to be as follows:

Title: Agricultural Services Poster Contest	Policy No.: 06-02
Section: 62	Code: P-R
Page No.: 1 of 4 E	
Legislation Reference:	Alberta Provincial Statues
Purpose:	To provide a guideline for the Smoky Lake County Agricultural Services Poster Contest

Policy Statement and Guidelines:	
1.	STATEMENT:
1.1	County Council acknowledges the importance of raising awareness and education in agriculture, food production and farm safety to elementary school children.
2.	GUIDELINES:
2.1	Students enrolled in Grades one to six in Holy Family Catholic School, H.A.Kostash School, Viina School, Smoky Lake Hutterite Colony School are eligible to enter the poster contest.
2.1.1	Agricultural Services Department will contact the principal of each school in Smoky Lake County to invite their school to participate in the poster contest.
2.1.2	School/ class participation will be at determined by the principal and teachers of each school/ class.
3.	PROCEDURE:
3.1	Posters must be hand drawn and original artwork of the student.
3.2	Posters can be made using any flat media (such as pen, pencil crayon, crayon, painted, felt markers, etc).
3.3	Computer generated posters will not be eligible.
3.4	Posters must be on 8.5" x 11" white paper. Landscape or portrait format.
3.5	Only one entry per student.
3.6	Posters must relate to the theme chosen for the year. Please see Schedule "A" Agricultural Services Poster Contest Themes .
3.7	Students name, grade and school name must be clearly printed on the back of the poster in pencil.
3.8	All poster contest entries must be accompanied by a Schedule "B" Agricultural Services Poster Contest Release Form in order to be eligible.
3.9	All entries from the school must be submitted at the same time before the May 1 st deadline.
3.10	Criteria for judging includes: creativity, originality, neatness, overall appearance, relevance to the theme.
3.11	Posters will be displayed during an Agricultural Service Board meeting in which council will judge and select first and second place winners in each category.

Title: Agricultural Services Poster Contest	Policy No.: 06-02
Section: 62	Code: P-R
	Page No.: 2 of 4 E

Policy Statement and Guidelines:	
3.12	There will be three categories of competition: Grades 1 & 2, Grades 3 & 4, Grades 5 & 6. Prizes will be awarded to the first and second place winners in each category in each participating school.
3.13	An overall first place winner will be selected amongst all first place category winners from each school.
3.14	Prizes will be as follows: <ul style="list-style-type: none"> • In each category of each participating school: First Place: \$25.00 cash & County lunch kit Second Place: County water bottle or toque • Overall County Winner: First Place: \$50.00 cash & County ASB backpack
3.15	Posters will be displayed at Smoky Lake County Farmers and Ranchers Appreciation BBQ.
3.16	All posters become property of Smoky Lake County Agricultural Service Board and will not be returned.

Section 62

Policy 06-02

SCHEDULE "A"
Agricultural Services Poster Contest Themes

Farm Fresh
A Day on the Farm
From the Ground Up
Farmers Feed Families
Farmers Love the Land
Keep Calm and Farm On
Farming: Roots and Boots
Agriculture Grows on You
Farm Safety: It's No Accident
Our Farms, Our Food, Our Future
Agriculture: The Root of Our Community



SCHEDULE "B"

**AGRICULTURE SERVICES POSTER CONTEST
RELEASE FORM**

Release Form for Publication

CONTESTANT DETAILS	Date: _____
	Name of Student: _____
	Mailing Address: _____ _____
	Phone Number: _____

SCHOOL DETAILS	Name of School: _____
	Grade: _____
	Teacher Name: _____

PARENT/ LEGAL GUARDIAN	I, _____ (please print name of parent, legal guardian)			
	agree too: (please indicate below)			
	Allow publication of the name and/ or photograph of my child in local newspapers and on the Smoky Lake County Social Media sites should my child win a prize in the Smoky Lake County Agricultural Services Poster Contest.			
	<table border="0"> <tr> <td>Publication of Name</td> <td>Publication of Photograph</td> </tr> <tr> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	Publication of Name	Publication of Photograph	<input type="checkbox"/> YES <input type="checkbox"/> NO
Publication of Name	Publication of Photograph			
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO			
Signature of Parent/ Legal Guardian _____	Date _____			

All posters become property of Smoky Lake County Agricultural Service Department and will not be returned.

Carried.

7.5. Policy Statement No. 62-28-07: Mowing Program

246-25: Cere

That Smoky Lake County Policy Statement No. 62-28-07: Mowing Program, be amended to cease mowing operations on October 1st of each year, update the secondary seasonal pass to be a 'shoulder pass', and add Iron Horse Trail to the list under Schedule "A": Approved Additional Mowing; as follows:

Title: Mowing Program	Policy No.: 28-07
Section: 62	Code: P-R
	Page No.: 1 of 3 E
Legislation Reference:	Alberta Provincial Statutes
Purpose:	Smoky Lake County will govern the municipal mowing program on developed road allowances and County lands under the Agricultural Service Board.
Policy Statement and Guidelines:	
1. STATEMENT:	
1.1	Smoky Lake County will mow developed road allowances annually to maintain safe visibility for the travelling public and to improve drainage of infrastructure.
1.2	The mowing program promotes effective control of weeds and brush within the municipal right-of-way encroaching the roads surface.
1.3	The County will mow County lands on a as needed basis.
2. DEFINITION(S):	
2.1	County Lands: Property owned and/ operated by Smoky Lake County
2.2	Developed Road Allowances: Road allowances containing a gravel or hard surfaced roadway under the jurisdiction of Smoky Lake County.
3. OBJECTIVES:	
3.1	Define areas that will be mowed within the right-of-way and on County lands.
3.2	Provide the level of right-of-way mowing as set out by the Agricultural Service Board.
3.3	The County's desire to achieve the following objectives with its roadside mowing program: <ul style="list-style-type: none"> ▪ to assist with weed control by preventing the seed set of noxious weeds in the right-of-way and to cut any brush regrowth encroaching on the road ▪ to enhance road maintenance with minimal gravel loss and allow positive drainage of rainwater to be more efficiently channeled to the right-of-way ▪ to increase visibility of wildlife crossing and reduce obstructed visibility of signs at intersections for the safety of the travelling public ▪ to provide a fire break and reduce the amount of fire load material in right-of-way. ▪ To prevent drifting on roads, where the blowing snow will travel across the road, rather than being trapped by standing vegetation which will travel across
4. GUIDELINES:	
4.1	The mowing program will be developed and planned by the Agricultural Service Board and implemented through the Agricultural Services Department. The defined mowing areas consist of three (3) zones, divided using range road 150 and Highway 855 as boundaries.

Title: Mowing Program		Policy No.: 28-07
Section: 62	Code: P-R	Page No.: 2 of 3 E
Policy Statement and Guidelines:		
4.2	Roadside prep and equipment maintenance will commence 2 weeks prior to mowing program start date.	
4.3	Mowers will begin mowing operation the third week in May. All mowing operations will cease no later than October 1 st .	
4.4	Mowing Operations consist of three (3) tractors and mowers used to cut grass, brush, and noxious weeds. These mowers are able to accomplish a significant amount of mowing and right-of-way clearing very efficiently when compared to other methods of mechanical control.	
4.5	Without limiting the program or its effectiveness, it will generally be planned as following:	
4.5.1	Developed Road Allowances will be mowed twice a season: All grassy areas along oiled, or gravel roads receive a shoulder pass first, meaning one width of the mower. A second seasonal shoulder pass will be completed once all developed road allowances have received the first seasonal shoulder pass. The second seasonal pass will be completed where the mowers began mowing in the early season and if there is high grass regrowth, and approved by the Agricultural Fieldman.	
	<ul style="list-style-type: none"> • Mowers will begin mowing outwards from their 'home base' to avoid high blading and eliminate unnecessary travel. • Main roads into lake resorts will only be mowed prior to the July and August long weekends (two seasonal passes per year) • Township Road 610 from Range Road 181 East to HWY 855 (gravel haul road) and Victoria Trail will be mowed in conjunction with the lake resorts prior to July and August long weekends (two seasonal passes per year) • The Iron Horse Trail shall only be mowed once per season • It is recognized that inclement weather, such as rain and early winter could prevent completion of the program 	
4.6	All other mowing requests will be at the discretion of the Agricultural Service Board and added to Schedule "A" Approved Additional Mowing	

Section 62

Policy: 28-07



SCHEDULE "A"
APPROVED ADDITIONAL MOWING



Smoky Lake Rodeo Grounds
Smoky Lake Air Strip
Hamlin Ball Diamonds
Waskatenau Ball Diamonds
Bellis Ball Diamonds
Bonnie Lake Enviro Reserve 7921626
Victoria Trail
Iron Horse Trail
Warspite Ball Diamond

Schedule "A": APPROVED ADDITIONAL MOWING

Page 3 of 3.

Carried.

Kierstin Dubitz, Acting Agricultural Fieldman, left Council Chambers and rejoined the meeting, virtually, time 9:23 a.m.

7.6. Bylaw No. 1472-25: LUB Amendment NE-34-59-13-W4 from R2 to AG District
247-25: Gawalko

That Smoky Lake County **Bylaw No. 1472-25: A Bylaw to amend land Use Bylaw No. 1272-14: LUB Amendment for NE-34-59-13-W4 from Residential to Agricultural Land**, for the purpose of redistricting the lands legally described as NE-34-59-13-W4M from Residential Conservation Cluster (R2) District to Agriculture (AG) District; and to amend Municipal Development Plan Bylaw No. 1249-12 to reclassify the lands legally described as NE-34-59-13-W4M from Residential Conservation Area to Agriculture Area; and to amend Bonnie lake Area Structure Plan No. 1146-07 to reclassify the lands legally described as NE-34-59-13- W4M from Residential Conservation Area to Agriculture Area, be given **FIRST READING**; and schedule a **Public Hearing** for the said Bylaw, for **Thursday, March 13, 2025, at 9:15 a.m.**, to be advertised in accordance with the Municipal Government Act, in the Redwater Review newspaper and on the County's website.

Carried.

7.7. Alberta CARE (Coordinated Action for Recycling Enterprises) Spring Seminar

248-25: Serben

That Smoky Lake County Councillors and relevant administration who can attend - attend the 14th Annual Alberta CARE (Coordinated Action for Recycling Enterprises) Annual Spring Seminar, scheduled for February 26 to 28, 2025, being held in Camrose, Alberta.

Carried.

One Member of the Public, virtually joined the meeting, time 9:32 a.m.

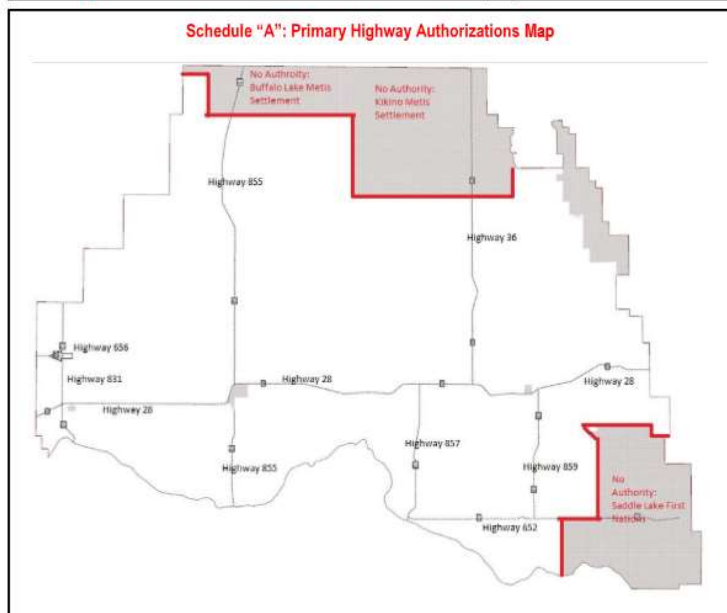
7.8.1 Policy Statement No. 02-39-01: Primary Highway Enforcement

249-25: Cere

That Smoky Lake County Policy Statement No. 02-39-01: Primary Highway Enforcement, be adopted:

Title: Peace Officer - Primary Highway Enforcement	Policy No.: 39-01
Section: 02	Page No.: 1 of 2
Legislation Reference: Public Security Peace Officer Program; Peace Officer Act; Traffic Safety Act	
Purpose:	To expand the Community Peace Officer's authority on Primary Highways and outline their authority and restrictions.
Policy Statement and Guidelines:	
<p>1. STATEMENT</p> <p>1.1. Smoky Lake County aims to limit dangerous driving behaviors within its' municipal boundaries, through enabling the County's Community Peace Officer to conduct traffic enforcement on Primary Highways in Alberta, identified as one-, two-, and three-digit highways. (Three-digit highways were formally called "secondary highways" until the Government of Alberta converted the secondary highways into primary highways and assumed responsibility for the maintenance of these roadways.)</p>	
<p>2. OPERATIONAL DIRECTIVE</p> <p>2.1. Prior to any enforcement action on Primary Highways, Peace Officers must hold proof of EVOC training.</p> <p>2.2. Enforcement on Primary Highways is limited to the jurisdictional boundaries as described in <i>Smoky Lake County Policy Statement No. 34-01: Peace Officer: Enforcement Jurisdiction</i>, and as mapped on the attached hereto Schedule "A": Primary Highway Authorizations Map.</p> <p>2.3. Enforcement on Primary Highways where the posted speed exceeds 90 KM/h shall not be a primary focus for the Smoky Lake County Enforcement Services team, and should only occur:</p> <p>2.3.1. When the Peace Officer is travelling from one location in the county to another (Point A to Point B) along a Primary Highway and witnesses an infraction or behaviour that, based on reasonable and probable grounds, is either creating or likely to create a hazard to other users of the roadway.</p> <p>2.3.2. When the Peace Officer observes behaviour that is in direct violation of Provincial Statutes</p> <p>2.3.3. When the Peace Officer is taking part in a Joint Force Operation with an external agency (RCMP, Fish and Wildlife Sheriffs, Commercial Vehicle Enforcement, Sheriff Highway Patrol, Conservation, etc.)</p> <p>2.4. Enforcement on Primary Highways where the posted speed is equal to or less than 90 KM/h shall occur on an as-needed basis, subject to the authorizations on individual Peace Officer appointments.</p> <p>2.5. Enforcement on Primary Highways will occur with the Peace Officers discretion, taking into account all factors including but not limited to: weather, time of day, severity of offense, location of backup, officer safety factors, subject factors and environmental factors</p> <p>2.6. Peace Officer shall at all times while conducting traffic enforcement activities utilize an approved high-visibility vest with reflective lettering displaying approved wording.</p>	

Title: Peace Officer - Primary Highway Enforcement	Policy No.: 39-01
Section: 02	Page No.: 2 of 2



Carried.

7.8.2 Policy Statement No. 02-13-02: Emergency Vehicle Operations

250-25: Cere

That Smoky Lake County Policy Statement No. 02-13-02: Emergency Vehicle Operations, be amended:

Title: Emergency Vehicle Operations		Policy No.: 13-02
Section: 02	Code:	Page No.: 1 of 2
Legislation Reference: Public Security Peace Officer Program; Peace Officer Act.		
Purpose:	To allow the Peace Officer the ability to respond to certain emergency situations outline in this policy utilizing emergency vehicle lights and sirens. It is recognized that there are situations where the Peace Officer can be of assistance to the public as well as Police, Fire and Ambulance and this assistance should be rendered in a priority fashion necessitating the use of emergency equipment.	
Policy Statement and Guidelines:		
1. STATEMENT		
1.1	Only peace officers who have successfully completed a forty- hour (40) Emergency Vehicle Operations Course based on a police curriculum may apply to the Director for emergency response authority.	
1.2	The pursuit course elements of EVOC training are in no manner intended to suggest that peace officers are legally permitted or sufficiently trained to engage in pursuits. All pursuit training provided to peace officers are treated as skill development related to the handling of a motor vehicle only.	
1.3	Emergency Response by the Peace Officer may only be conducted within the jurisdictional boundaries outlined in Smoky Lake County Policy 34-01: Enforcement Jurisdiction , with the exception of when the Peace Officer is assisting another agency in a JFO, or during a state of local, provincial, or national emergency.	
2. DEFINITIONS		
2.1	<u>Chief Administrative Officer</u> means the Chief Administrative Officer employed as such by the Smoky Lake County.	
2.2	<u>Director of Law Enforcement</u> means the Alberta Solicitor General and Public Security has overall authority for the Public Security Peace Officer Programs, as provided in the <i>Peace Officer Act</i> . The program is administered by the Public Security Division under the Assistant Deputy Minister/Director of Law Enforcement (hereinafter, referred to as the Director of Law Enforcement).	
2.3	<u>Council</u> means the Council of Smoky Lake County.	
2.4	<u>Peace Officer Act 2006</u> as may be amended from time to time, The Act, Regulations and Policy apply to Alberta police services utilizing peace officers appointed through the <i>Peace Officer Act</i> .	
2.5	Peace Officer (Ministerial) regulations as may be amended.	

Title: Emergency Vehicle Operations		Policy No.: 13-02
Section: 02	Code:	Page No.: 2 of 2
Policy Statement and Guidelines:		
3. OPERATIONAL DIRECTIVE:		
3.1	Peace officers may only engage in emergency response duties if they have applied to the Director and had their peace officer appointment amended to include this authority.	
3.2	Situations in which an emergency response is allowed are restricted to: <ul style="list-style-type: none"> ■ Injury collisions. ■ Providing backup to police or peace officers where there is a reasonable belief that the officer is in serious danger and the peace officer may be the closest assistance available. ■ Attending a fire or medical situation at the request of the Fire or EMS department. (It must not become standard practice to provide a co-response to all fire or medical situations). ■ Any emergent situation if requested by a police service to attend in an emergency response capacity. 	
3.3	All situations will be evaluated by the peace officer to assess if the services they can provide on-scene outweigh the risk created to the public and peace officer by traveling in an emergency response capacity. Public Safety is the primary consideration in all emergency response situations.	
3.4	Emergency Vehicle Response will <u>not</u> be conducted for: <ul style="list-style-type: none"> 3.4.1 Non-injury motor vehicle collisions. 3.4.2 Providing backup to police or peace officers where there is a police officer closer and already responding to the situation, unless requested by that police service to attend. 3.4.3 Any other non-urgent situations. 	
3.5	All motor vehicle collisions resulting from emergency vehicle responses are to be reported to the Director of Law Enforcement as a sensitive/serious occurrence on the approved Incident Report Form PS3635 (2023/03). Additionally, all motor vehicle collisions resulting from emergency response shall be reported to the Health and Safety Coordinator and the Chief Administrative Officer for Smoky Lake County at the earliest reasonable opportunity.	

Carried.

7.9. Peace Officer Policy Statement No. 02-11-16: Peace Officer Annual Reporting

251-25: Fenerty

That Smoky Lake County Policy Statement No. 02-11-16: Peace Officer: Annual Reporting, be amended, and forego the “Public Participation” process due to the Annual Reporting being legislatively controlled through the Public Security Peace Officer Program:


Title: Peace Officer: Annual Reporting		Policy No.: 11-16
Section: 02	Code: P-1	Page No.: 1 of 7 E
Legislation Reference: Peace Officer Ministerial Regulations Act		
Purpose:	To submit a written report to the Alberta Solicitor General on an annual basis on the Peace Officer Program.	
Policy Statement and Guidelines:		
<p>1. STATEMENT</p> <p>1.1 Smoky Lake County submitted an Application to the Alberta Justice and Solicitor General and Public Security on August 17, 2006 – Motion 627-06 for "Authorization to Employ a Special Constable."</p> <p>1.2 Under the Public Security Division – Peace Officer Program, Smoky Lake County was authorized as of January 2007 to be an Employer of a Peace Officer Appointment by the director of Law Enforcement.</p> <p>2. OBJECTIVE</p> <p>2.1 An annual written report is a requirement designed to facilitate communication with the Director of the Alberta Solicitor General.</p> <p>2.2 The annual report includes areas such as the service provided operational practices of the Peace Officer and enforcement related activities.</p> <p>3. GUIDELINES</p> <p>The Annual report must include:</p> <p>3.1 The general nature of the services provided by the peace officer.</p> <p>3.2 Operational practices of the peace officer.</p> <p>3.3 Enforcement and enforcement-related activities of the peace officer.</p> <p>3.4 Name and position of the agency contact person in a senior management position.</p> <p>3.5 Statistical data related to offences and tickets issued (summaries only) required by the director.</p> <p>3.6 An updated list of peace officers employed and their positions in the agency.</p>		

Title: Peace Officer: Annual Reporting		Policy No.: 11-16
Section: 02	Code: P-1	Page No.: 2 of 7 E
Policy Statement and Guidelines:		
<p>4. PROCEDURES</p> <p>4.1 The Annual Written Report format will be in accordance with <u>Schedule "A":Peace Officer Annual Report</u>.</p> <p>4.2 The Peace Officer employed by Smoky Lake County will complete the Annual Report by January 31st each year and submit to the Director of Law Enforcement, Public Security Peace Officer Program.</p>		

Section 02

Schedule "A"

Policy: 11-16



SMOKY LAKE COUNTY

ENFORCEMENT SERVICES

**ANNUAL REPORT
2024**

Submit to:
Tammy Spink
Manager
Public Security Peace Officer Program

PEACE OFFICER PROGRAM

Section 02

Policy: 11-16

PEACE OFFICER: ANNUAL REPORT		EMPLOYEE FILE NUMBER: APPOINTMENT NO: 20068
<p>1. General Nature of the Services provided by the Peace Officer:</p> <p><u>Program Overview:</u></p> <ol style="list-style-type: none"> 1. The Peace Officer is responsible for the enforcement and investigation of Municipal Bylaw and Provincial Statutes for Smoky Lake County. 2. As a Peace Officer, the overall duty is to protect and educate people and property; and to preserve and maintain the public peace. 3. The Peace Officer reports to the Smoky Lake County, Chief Administrative Officer (C.A.O.) 		
<p>2. Operational Practices of the Peace Officer:</p> <p><u>Key Areas:</u></p> <ul style="list-style-type: none"> ■ Ensuring public compliance with various County bylaws. ■ Provide information and interpretation of Municipal bylaws and Provincial Statutes requirements to the Smoky Lake County residents and community groups. ■ Develop and implement to educate on public awareness programs and maintain positive public relations. ■ Conducts highly visible mobile patrols of the County for the purpose of preventing and detecting violations of Municipal Bylaws and selected Provincial statutes. 		

Schedule "A": Peace Officer: Annual Report

Page 5 of 7.

Section 02

Policy: 11-16

PEACE OFFICER: Annual Report		Page 2
<p>3. Enforcement and Enforcement-related activities of the Peace Officer:</p> <p>ENFORCEMENT:</p> <p><u>Responsibilities: Public Safety:</u></p> <ol style="list-style-type: none"> 3.1 As a Peace Officer appointed under the Peace Officer Act, enforce the following Provincial Statutes and Regulations, including: <ul style="list-style-type: none"> ■ The Animal Protection Act. ■ The Dangerous Dogs Act. ■ The Environmental Protection and Enhancement Act. ■ The Fuel Tax Act. ■ The Gaming, Liquor, and Cannabis Act. ■ The Petty Trespass Act. ■ The Provincial Administrative Penalties Act. ■ The Provincial Offences Act. ■ The Traffic Safety Act. 3.2 As the Enforcement Officer appointed under the Municipal Government Act, enforce Municipal Bylaws, Including: <ul style="list-style-type: none"> ■ The Animal Control Bylaw. ■ The Road Ban/Restriction Bylaw ■ The Land Use Bylaw. ■ The Off Highway Vehicle Bylaw. ■ The Parks Control Bylaw. ■ The Fire Bylaw ■ The Respecting Road Right of Way Bylaw ■ The Nuisance and Unsightly Premises Bylaw ■ The Corridor Regulation Bylaw ■ The Dog Control Bylaw ■ The Recreational Vehicles (RV) Bylaw ■ The Noise Bylaw 3.3 In accordance with the Municipal Government Act, the Bylaw Enforcement Officer is a Designated Officer. The Enforcement Officer time is to be equally divided between patrolling and enforcing. 		

Schedule "A": Peace Officer: Annual Report

Page 5 of 7.

Section 02 Policy: 11-16

PEACE OFFICER: Annual Report	Page 3
<p>3. Enforcement and Enforcement-related activities of the Peace Officer:</p> <p>ENFORCEMENT-RELATED ACTIVITIES:</p> <p>Enforcing Duties:</p> <p>3.4 <input type="checkbox"/> Receiving complaints and inquires.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Investigation of complaints. <input type="checkbox"/> Perform proactive traffic safety enforcement on roadways within the County <input type="checkbox"/> Advising responsible parties of infractions, and taking remedial actions and/or following enforcement procedures. <input type="checkbox"/> Advising responsible parties of infractions and laying of charges if founded. <input type="checkbox"/> Educating and/or prosecuting violators. <input type="checkbox"/> Conducts patrols of the trail systems, roads and hamlets within the corporate limits of Smoky Lake County. <input type="checkbox"/> Receives and documents evidence relating to investigation and ensures that continuity of such evidence is maintained, stored and destroyed accordance with Provincial County Regulations and/or County policies. <input type="checkbox"/> Prepares prosecutor information sheets and court briefs concerning a charge or ticket. <p>Other Duties:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assist R.C.M.P., EMS, Fire, or any other public agency/body as required. <input type="checkbox"/> Prepare Monthly reports and distribute to Council, Chief Administrative Officer. <input type="checkbox"/> Report at weekly Management meetings. <input type="checkbox"/> To be familiar with the Policies of the Smoky Lake County and the mandate of the Peace Officer Program. <input type="checkbox"/> Conduct themselves in a professional manner to build rapport/establish trust with the residents of Smoky Lake County. <input type="checkbox"/> Attendance at conference and training programs that are pre-approved by the Chief Administrative Officer. <input type="checkbox"/> Preparation and revision of Municipals Bylaws and policies relating to Enforcement Services. <input type="checkbox"/> Issue various letters of Permission and Permits relating to Municipal Bylaws. <input type="checkbox"/> Develop and/or take part in public awareness programs, community engagement and maintain positive public relations. <input type="checkbox"/> Conducts other related duties as required. 	

Schedule "A": Peace Officer: Annual Report Page 6 of 7.

Section 02 Policy: 11-16

PEACE OFFICER: Annual Report	Page 4																										
<p>3. Enforcement and Enforcement-related activities of the Peace Officer:</p> <p>ENFORCEMENT-RELATED ACTIVITIES: <i>Continued</i></p> <p>Working Relationship:</p> <ul style="list-style-type: none"> <input type="checkbox"/> To be accessible, approachable and helpful to the residents and public who require information or assistance. <input type="checkbox"/> To establish and maintain a positive working relationship with Smoky Lake County employees. <input type="checkbox"/> To establish and maintain positive working relationships with neighboring government bodies, external and stakeholders, and other emergency services agencies. <input type="checkbox"/> To continue and enhance communication to the Chief Administrative Officer to be informed on all issues or concerns that could affect the Peace Officer Program. <p>Decision Making: Independence of Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Works under minimal supervision while on patrol. <input type="checkbox"/> Deals with the public in confrontational situations and must use own judgment to resolve them, based on instant decisions relating to knowledge of laws and regulations. 																											
<p>4. Name of the Agency Contact Person in a Senior Management Position:</p> <p>Smoky Lake County: Kevin LUCAS, Chief Administrative Officer Box 310 4612 McDougall Drive Phone: 780-656-3730 Smoky Lake, Alberta Fax: 780-656-3768 T0A 3C0 E-Mail: klucas@smokylakecounty.ab.ca</p>																											
<p>5. Statistical Data Required by the Director:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Types of Incidents</th> <th style="text-align: center;">2024</th> </tr> </thead> <tbody> <tr><td>Animal Control:</td><td style="text-align: center;">3</td></tr> <tr><td>Unsanitary Premises:</td><td style="text-align: center;">1</td></tr> <tr><td>Land Use Issues:</td><td style="text-align: center;">1</td></tr> <tr><td>Road Right of Way:</td><td style="text-align: center;">0</td></tr> <tr><td>Traffic Safety Issues:</td><td style="text-align: center;">0</td></tr> <tr><td>Iron Horse Trail</td><td style="text-align: center;">0</td></tr> <tr><td>Campgrounds</td><td style="text-align: center;">2</td></tr> <tr><td>Noise</td><td style="text-align: center;">0</td></tr> <tr><td>Fire Ban</td><td style="text-align: center;">0</td></tr> <tr><td>Landfill</td><td style="text-align: center;">0</td></tr> <tr><td>Littering</td><td style="text-align: center;">0</td></tr> <tr><td style="text-align: right;">TOTAL</td><td style="text-align: center;">7</td></tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">Combined complaints, written warnings, and violation tickets.</p>		Types of Incidents	2024	Animal Control:	3	Unsanitary Premises:	1	Land Use Issues:	1	Road Right of Way:	0	Traffic Safety Issues:	0	Iron Horse Trail	0	Campgrounds	2	Noise	0	Fire Ban	0	Landfill	0	Littering	0	TOTAL	7
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Littering	0																										
TOTAL	7																										
<p>6. An updated List of Peace Officer Employed and their Position in the Agency:</p> <p>Name: Chandler KERR Phone: 780-656-3730 ext. 114 Title: Community Peace Officer Fax: 780-656-3768 Agency: Smoky Lake County Cellular: 780-650-5006 Address: Box 310, 4612 McDougall Drive Smoky Lake Alberta T0A 3C0 E-Mail: ckerr@smokylakecounty.ab.ca</p>																											

Carried.

Chandler Kerr, CPO, left Council Chambers and virtually rejoined the meeting, time 9:32 a.m.

Daniel Moric, Natural Gas Manager, virtually joined the meeting, time 9:41 a.m.

One Member of the Public, virtually joined the meeting, time 9:44 a.m.

7.10. Ukrainian Twinning Memorandum of Understanding (MOU) with Kosiv

252-25: Cere

That Smoky Lake County Council approve to honor an extension of the Memorandum of Understanding (MOU) between: the Kosiv District, Ivano-Frankivska Oblast, Ukraine, and the Smoky Lake Region (Smoky Lake County, Town of Smoky Lake, Village of Vilna and Village of Waskatenau), which expires on September 30, 2025, for an additional five (5) years, commencing October 1, 2025, to October 1, 2030, to continue the work of the Ukrainian Twinning Committee which is outlined under Bylaw No. 1404-21, and to show support for our Ukrainian counterparts.

Carried.

Jasmine Schaub, Health & Safety Coordinator, virtually left the meeting and entered Council Chambers, time 9:48 a.m.

7.11. Smoky Lake Regional Heritage Board Subcommittee Recommendation

253-25: Serben

That Smoky Lake County Council defer the three recommendations from the Smoky Lake Regional Heritage Board (SLRHB) presented at the January 13, 2025, Joint Municipalities Meeting, being:

1. to form a committee to collaboratively manage historic resources and increase heritage driven tourism;
2. for the County to employ a seasonal temporary employee to augment the existing two employees hired by the Town of Smoky Lake to enhance the visitor experience beyond paper and electronic media, thereby increasing heritage-driven tourism for the region; and
3. to install a tourism booth in a prominent location, with a variety of guides to services and heritage information for visitors from mid-April through to the Pumpkin Fair week;

to a future Council meeting where the SLRHB Chairperson, Noreen Easterbrook can be in attendance as a delegation to address Council's questions.

Carried.

7.12. RMA Rural Municipalities of Alberta, Spring Convention

254-25: Serben

That Smoky Lake County Councillors and relevant administration who can attend - attend the RMA Rural Municipalities of Alberta, Spring Convention, scheduled for March 17-19, 2025, in Edmonton, Alberta.

Carried.

7.13. Meeting Requests with Ministers at the Spring RMA Convention

255-25: Serben

That Smoky Lake County pursue the following side meetings with the following provincial Ministries to discuss the following topics, during the RMA Rural Municipalities of Alberta, Spring Convention, scheduled for March 17-19, 2025:

Minister of Environment and Protected Areas - Rebecca Schulz:

- Ensuring emergency access points are accessible on the North Saskatchewan River
- Halting the continuation of erosion on Mons Lake's shoreline
- Addressing bed and shore, and receding waterline issues at Island Lake

Minister of Public Safety and Emergency Services – Mike Ellis:

- Increasing funding towards Regional Fire Services

Minister of Mental Health & Addiction – Dan Williams:

- Receiving an update on the Healing Water Recovery Centre within the County
- Increasing Mental Health opportunities within Smoky Lake's PCN facility

- Increasing Mental Health opportunities within Vilna's Health Care Centre

Minister of Seniors, Community and Social Services - Jason Nixon

- Expanding affordable housing opportunities

Minister of Transportation and Economic Corridors – Devin Dreesen

- Increasing safety and efficiency on highways through improved maintenance.

Minister of Technology and Innovation – Nate Glubish

- Increasing rural broadband for economic diversification and growth

Minister of Advanced Education - Rajan Sawhney

- Expanding advanced education opportunities in underutilized facilities, such as Vilna School

Minister of Indigenous Relations – Rick Wilson

- Building partnerships to ensure future water availability through increased capacity

Carried.

7.14. Bonnie Lake Resort Community in-kind assistance

256-25: Gawalko

That Smoky Lake County Council approve to provide a letter of support to the Bonnie Lake Social Club, for their grant funding application(s) towards their playground rejuvenation project at Bonnie Lake Resort; and confirm the County will provide in-kind assistance in Year-2025, of manpower and equipment up to a maximum in the amount of \$20,000.00 towards the said project, based on the following rates:

- Gravel: \$34.00/tonne,
- Skid Steer with Operator: \$135.00/hour,
- Tandem Truck with Operator: \$137.00/hour,
- Laborer: \$35.00/hour.

Carried.

Jasmine Schaub, Health & Safety Coordinator, left Council Chambers, time 10:40 a.m.

Jordan Ruegg, Planning & Development Manager, left virtually and entered Council Chambers, time 10:41 a.m.

8. Chief Administrative Officer's Report:

Executive Session:

Land & Legal – CAO Report Tree Harvesting on Future Gravel Pits

257-25: Serben

That Smoky Lake County Council go into Executive Session in the presence of all Council, Chief Administrative Officer, Finance Manager, Planning & Development Manager, Executive Services Clerk, to discuss a Land & Legal Issue, in respect to tree harvesting on future gravel pits, under the authority of the FOIP Act Section 16: Third party business interests and Section 27: Privileged information, time 10:41 a.m.

Carried.

Jordan Ruegg, Planning and Development Manager, left Executive Session, time 11:08 a.m.

258-25: Fenerty That Smoky Lake County Council go out of Executive Session, time 11:30a.m.
Carried.

11:30 to 11:31 a.m. Public Question and Answer Period:

None.

8.1. CAO Report – December 6, 2024 to January 16, 2025

Chief Administrative Officer - Report Period: December 6, 2024 - January 16, 2025		
LEGISLATIVE / GOVERNANCE		
Projects	In Progress	Completed
Managers meetings	Ongoing	
Smoky Lake Region Intermunicipal Collaboration Committee (ICC) Meeting		X
Highway 28/63 Regional Water Services Commission Regular Meeting		X
Smoky Lake Regional Fire & Rescue Committee Meeting	X	
Regular Council Meeting	X	
Smoky Lake County Policing Study: Stakeholder Interview		X
Tree removal meeting, future gravel pits		X
Joint Municipalities Meeting		X
ADMINISTRATIVE		
Projects	In Progress	Completed
Agricultural Service Board Meeting		X
Smoky Lake Bridge Maintenance, Weekly Progress Meeting	X	
Joint Health & Safety Committee Meeting		X
Regional Emergency Plan ICS Positions Meeting		X
Smoky Lake Tourism Company Board Meeting		X
Regional Recreation Study	X	
FINANCIAL		
Projects	In Progress	Completed
Both union agreements ratified		X
Interim 2025 operational budget		X
HUMAN RESOURCES		
Projects	In Progress	Completed
Continued onboarding and policy updates for CPO position	X	
Working on Organizational chart, organizational efficiencies	X	
Updates to organization job descriptions	X	
COMMUNITY		
Projects	In Progress	Completed
County Christmas Party		X
Meeting with Community member		X
TRAINING / MEETINGS		
Joint Health & Safety Committee Member Training		X
Office ergonomics		X
ACTION LIST		
Working on CAO goals 1-8 from Council		
Signature: Chief Administrative Officer	County Council Meeting: Jan 23, 2025	

8.2. Strategic Priorities Progress Update to December 31, 2024

259-25: Fenerty That Smoky Lake County Council acknowledge receipt of the updated report on progress towards the 2023-2025 Strategic Plan Priorities.

Carried.

9. Council Committee Reports:

9.1 Division One Councillor’s Report on various Committees, Boards & Commissions

Dan Gawalko – Division One Councillor’s report from various Committees, Boards and Commissions:

November 18 attended the LARA board meeting in Ashmont, discussed municipal funding and will be sending letters out to the municipalities looking for 2 year funding contracts for known budgeting, Capital funding from the government for equipment only no buildings December 15/24 application deadline Alyssa will be applying, did a recap of the Vilna Ag Society event that LARA sponsored for 500 dollars (cowboy poet BJ Thomas)at their harvest dine & dance, we will be revitalizing the fish pond at the Ft. Kent site working with LICA and the MD of Bonnyville, looking at changing the LARA logo for marketing purposes & branding, finances were given & Alyssa gave the executive director report, will be receiving our payout from Canada summer jobs we had 4 positions this year, working with Lakeland HR went over 2 policies, will be selling the 2006 Chev 2500 pickup in the spring, Ford tractor tires have been replaced & the 20’ sea container has been purchased, in the research report all are busy with data analysis finalizing reports and some project proposals, in communications Kristy is working on the logo design, the Peavey Mart community spirit grant & organizing the women in ranching workshop, Next meeting December 16/24, @ noon upcoming events:

- Women in ranching Nov. 30/24, Mallaig
- Farmer Appreciation Event Feb. 7/25 County of St. Paul
- LARA AGM Feb. 26/25, county of St. Paul 10:00 am – 2:00 pm

- Ranching for Profit March 18/25.
- Anything that you as a board would like to see as an extension event or a trial, please contact Alyssa or your board member.

November 20, budget meeting.

November 22, CEO evaluation.

December 3, Committee of Whole RCMP.

December 9, 28/63 water commission.

December 10, Smoky Lake County ASB meeting, Alyssa Krawchuk Executive director of LARA provided information on their year to date activities, the board recommended policy statement no. 62-30-01 Animal Health & Livestock Emergency Preparedness be adopted, that policy statement 62-08-01 Agricultural use of Municipal Right of Ways be adopted, that policy statement 62-17-02 License of Occupation of Road Allowance be rescinded, that policy 62-05-06 Grasshopper Bait Distributor be amended to update the name of the policy to Grasshopper Control Compensation & provide procedures for compensating landowners, the board also recommended appointing Kierstin Dubitz as acting Agricultural Fieldman for the duration of the positions vacancy, having a self-weight scale in the county was discussed, several letters from other municipalities with concern over bill C-293 that is before the Senate were received, next ASB meeting February 11 @ 9am.

December 12, council meeting, budget open house evening.

December 16, attended LARA meeting RDAR base funding was discussed, the chair attended the Canadian Grazing conference along with all LARA staff, Alyssa gave the executive director report submitted for 5 Canada summer jobs & are advertising these positions, met with Smoky Lake County, Lakeland HR helped with the performance evaluations she also gave the finance review and 2025 draft budget, upcoming extension programs:

- Seed starting workshop, Jan 21 Eastbourne community hall.
- Securing success program, Jan, 28 Ashmont, Jan 30 Smoky Lake, Feb 5 Elk Point, Feb 10 Eastbourne Hall.
- Poisonous pasture plants, online webinar Feb 4,
- Farmer appreciation night, Feb 7 Glendon,
- Working well workshop Feb 11 St. Paul,
- LARA AGM, March 6 County St. Paul,
- Composting workshop March 11 TBD,
- Ranching for profit March 18 St. Paul.
- Gardening forum, April 26 Ft. Kent Hall,
- Next LARA meeting, Jan 27 Ashmont.

December 18, LICA meeting.

December 19, Evergreen Regional Waste Commission meeting, had an update on the EPR program & circular materials, went through the 2025 wage grid & proposed budget, Ashley gave the treasurers report, Paul gave the site report welding cleats on the compactor & installing raker bars 4,000 mattresses were shredded with 2,500 kg of metal recovered, leachate contract has been extended, metal has been crushed & hauled out, next meeting Jan 16.

Jan 9, council meeting.

Jan 13, joint municipalities meeting

Jan 16, Evergreen Regional Waste commission meeting had another update on the EPR and circular materials program 76 days till phase 1 is launched we are in Phase 2, Ashley gave the treasurers report, Paul gave his site report portable fencing was purchased & put to use to stop fugitive waste, first aid courses completed, hard surfacing the compactor, in talks with several First Nations, site is in good shape, ensure all volumes from municipalities are handed in monthly, next meeting Feb 20.

Jan 16, Bellis/Vina Citizens on Patrol AGM meeting Marylou Savic elected as President 2 yr term, Marlean Skoreyko Vice President 2 yr term, Leanna Schoepgens Treasurer 2 yr term, Leroy Kunyk Secretary 2 yr term, & Jennifer Trider and Ray Soch as Directors for 1 yr term, following the AGM we went into the regular meeting Sgt. Anita Doktor gave her report about crime in the county, County Peace officer Chandler Kerr gave an update on what he has been working on in the county & answered some questions, I gave a short county report, Marylou gave an update of the puppet show held at the 3 schools in the county from k – grade 6 there were 6 – 8 puppets bullying was the topic and also a rural crime watch update April 28 is the AGM in Smoky Lake @ the curling club with guest speaker & fraud expert Julie Matthews, Leroy presented at the Smoky Lake RCMP Townhall and Smoky Lake Town council so there are about 4 – 6 people interested in becoming members in town and will work with members to get trained up along with 1 member from Waskatenau, next meeting March 13 @ Vilna.

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

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

Ukrainian Twinning Mtg. – Council Chambers, November 18, 2024 – 9:00 a.m.

- Due to a meeting conflict, I only attended the AGM via Zoom.

Muni-Corr – St. Paul County Chambers, November 18, 2024 – 10:00 a.m.

- AGM held, no change in Executive, banking, signing authorities. Change in Accountant to Carlson, Seely, Roberts. Change in solicitor to Trevor Lee from RMRF.

- Regular meeting – Trestle repairs – MJ will meet with MD of Bonnyville. MD will help RRTS with repairs (side planking and spot where fence attaches, needs some work). Terry Bodnar advised MJ there are spots on Smoky Lake County trestles where boards are broken. Muni-Corr has timbers available. Both projects will be looked at in the spring. Correspondence – Elk Point Chamber of Commerce request permission to use staging area & fire pit on Muni-Corr land for their annual Forest of Lights. Approved.
- RRTS – set up outhouses to Middle Creek, concrete vault & outhouse installation at Mooswa, outhouse at Ashmont relocated & placed on concrete vault, Edouardville had repairs done. Marvin from RRTS provided a fascinating report on information about who is using the Trail from Heins-berg to Waskatenau (TransCanada Trail section) using cell phone pings (both amazing and creepy to see the amount of information gathered from cell phones).
- CN Land transfers – checking with all ten municipalities to ensure all CN Land transfers have been completed. Only Smoky Lake County has responded to her request.
- A FaceBook comment from an individual was discussed. The NW side of the Cold Lake trestle needs to be roped off or signed as this could be dangerous. Motion made to speak with lawyer re: signage.
- Next meeting: December 9, 2024

Community Futures – St. Paul CF Office – November 20, 2025 – 5:00 p.m.

- Portfolios and delinquencies presented by Jody (confidential)
- Financial reports submitted to Prairies Can
- St. Paul will be hosting Power Up North 2025; we will start planning for next year's Conference.
- "Eatery" maps are being created for Smoky Lake and Elk Point. I directed Penny to speak with Chamber of Commerce and Village offices for more info.
- Code of Conduct to be signed by all Board Members.
- CF St. Paul/Smoky Lake will be applying for the Small Community Opportunity Program Grant which has a deadline date of December 20. "The Small Community Opportunity Program provides grants to solve challenges and find opportunities in rural areas. Indigenous and small communities, as well as non-profit groups they work with, may receive between \$20,000 and \$100,000 for local projects. By building capacity in the agriculture industry and small business, these rural communities will grow their economic footprint." If successful, CF will use the grant to help all small businesses in the area to digitize their services and assist small business owners in maintaining it.
- Advocacy – discussion was had with regard to inviting our MPs to hear how CF has been instrumental in financial support to local entrepreneurs.
- Office will be closed December 23 – January 5 inclusive, but will be available "on-call".

Northern Lights Library System (NLLS) – via ZOOM, November 29, 2025 – 10:00 a.m.

- Kehewin Cree Nation has received ministerial approval to join the Northern Lights Library System and form a local library board.
- As of November 2024, several budget lines have exceeded 110% of their allocated amounts. Budgeted income was exceeded due to higher interest rates. Expenses – higher mileage than anticipated due to increased participation in in-person meetings. Price of processing supplies in-creased significantly due to inflation. Vehicle expenses increased due to shift to contract drivers. These variances are in line with operational priorities and strategic decisions. Any remaining im-pacts on the overall budget will be addressed in the year-end financial summary.
- Several policies updated and approved via omnibus motion.
- Next meeting: February 28, 2025 (online) Audit meeting.

MCC – Town of Smoky Lake Chambers – December 2, 2024 – 10:00 a.m.

- MCC met to further discuss the dissolution of SLTC. Any MCC outstanding invoices will have to be paid. Amy to request a breakdown of invoices paid by MCVL. I further requested that actual copies be received and reviewed by MCC members.
- The shareholder payment date has been extended to March 31, 2025.

Regional Heritage Board – Town of Smoky Lake Chambers – December 12, 2024 – 1:00 p.m.

- Organizational meeting – no change to executive
- Management of Restored Public Buildings – this will be discussed at Joint Municipalities Meeting.
- Heritage Resource Designation – Three buildings designated as Heritage Resources will be dis-cussed at January 12 County Council Meeting. The buildings are: Bellis Store & Heritage Shoppe, MacDonald Stopping House General Store & Pine Creek Post Office, and the White Earth School Hall.
- Big Thank-You to Smoky Lake County for increased budget allotment.
- Casino scheduled for March 8 & 9, 2025.
- Next meeting: TBD

Smoky Lake Tourism Company Mtg – DISSOLUTION DISCUSSION – January 20, 2024 – 10:00 a.m. (via Zoom)

- Discussion with MCC Board and County/Town CAO's regarding steps forward in the dissolution of SLTC. Information from legal counsel discussed and we will follow these steps to ensure all steps are done in accordance with legal requirements.

Muni-Corr – St. Paul County Chambers, January 13, 2025 – 10:00 a.m.

- Marianne presented the bylaw that City of Cold Lake has for off highway vehicles (OHV). It is very well written. Evelynne will bring forward to Town of Smoky Lake for consideration. Meeting schedule for 2025 approved.
- Trestle bridge between Ardmore and Cold Lake has no signage for Iron Horse Trail. MD has approved construction of signs, RRTS will looking into obtaining signs.
- RRTS – first grooming has been done.
- Draft budget – there will be a deficit, consideration of steps going forward.
- Tetrattech/AB Transportation – possible improvements to Hwy 28 may impact Iron Horse Trail. Marvin to meet with them on February 10 for further discussion.

- Employee evaluation – closed session
- Next meeting – February 10 @ 10:00 a.m.

Community Futures Meeting – January 15, 2025 – 5:00 p.m.

- Loan/delinquencies discussed. Planning meetings for Power Up North are commenced (I am on the planning committee). Manager's evaluation and new admin position discussed (closed session). Open Farm Days – Penny attended first planning meeting. Draft Ops Plan/Budget plan for 2025/26 started. Financials reviewed and approved. Mel Morton taking over as new Treasurer. Code of Conduct has been signed by all Board members. Board discussed Entrepreneurial Training in schools, Penny to discuss with ATB to ensure we are not duplicating this service. Intention is that it will be focused on elementary grades.
- Advocacy – Penny will be meeting with all political representatives for the region regarding financial support to local entrepreneurs. She will invite some businesses who have benefited from CF to attend.
- Basic Facilitation Skills – January 17, 20, 21, 22, 2025 – (via Zoom)
- These 4 webinars were presented through Eventbrite, the purpose being to teach committee chairs how to guide discussions, manage diverse group dynamics, and ensure meetings have positive, meaningful conclusions. These sessions are free, and I would encourage Council to attend.

Other Meetings

- November 22, 2024 – CAO Evaluation Meeting – Council Chambers – 9:00 a.m.
- December 11, 2024 – SL Region Fire & Rescue Committee – Council Chambers – 9:00 a.m.
- November 20, 2024 – Budget Meeting – Council Chambers – 9:00 a.m.
- December 4, 2024 – Committee of the Whole / Budget mtg. – Council Chambers – 9:00 a.m.
- December 12, 2024 – Regular Council Meeting – Council Chambers – 9:00 a.m.
- December 12, 2024 – Virtual Public Open House for Budget – 7:00 p.m. (via Zoom)
- December 17, 2024 – Power Up North Planning Meeting – 10:00 a.m.
- January 9, 2025 – Regular Council Meeting – Council Chambers – 9:00 a.m.
- January 13, 2025 – Joint Municipalities Meeting – Smoky Lake Seniors' Centre – 5:00 p.m.
- January 23, 2025 – Regular Council Meeting – Council Chambers – 9:00 a.m.

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

Dominique Céré – Deputy Reeve & Division Three Councillor's written report from various Committees, Boards and Commissions:

- November 13 Joint Health and Safety Meeting (Zoom)
- November 14 Regular Council Meeting
- November 15 Smoky Lake Foundation Organizational Meeting followed by Regular Meeting
- November 20 Budget Meeting
- November 21 Physicians and Health Care Professionals ARC Meeting
- November 22 CAO Evaluation Meeting
- November 27 AB. Community Peace Officer Risks, Hazards and Mitigation Report Review
 - Reviewed the Alberta Community Peace Officer: Law Enforcement Duty Risk Assessment and Mitigation report
 - Authorized employers appear to have the power to lobby for recommendations that are in the report
 - Requests (lobbying, for example) need to be forwarded to the Government of Alberta as well as the AACPO (Alberta Association of Community Peace Officers)
 - Clearwater will be bringing forward a resolution to RMA in the near future
- December 04 Committee of the Whole
- December 10 Ag. Service Board (Alternate, Zoom)
- December 12 Regular Council Meeting
- December 12 Virtual Public Open House for the purpose of Budget
- December 17 Smoky Lake Region Intermunicipal Collaboration Committee
 - Proposed Draft Bylaw # 0000-25 is to be forwarded to respective Municipalities for Council consideration in February, 2025 (which includes recent agreement amendments)
 - CAOs to work collaboratively to draft legislation regarding accountability for the collection of fire services fees and to have this ready for next meeting
- December 18 Joint Health and Safety Meeting (Zoom)
- December 20 Smoky Lake Foundation
- December 20 Community Policing
- December 21 Smoky Lake Foundation Open House Christmas Celebration
- January 09 Regular Council Meeting
- January 13 Joint Municipalities Meeting
- January 17 Smoky Lake Foundation Meeting
- January 22 Joint Health and Safety (Zoom)
- January 23 Regular Council Meeting

Other Meetings:

- November 21 FCSS
- November 26 Warspite Hall Association
- December 06 FCSS Inter-Agency Meeting
- January 14 Warspite Hall Association

Upcoming Meeting:

- February 14 Alberta Bilingual Municipalities Meeting (Zoom)

9.4 Division Four Councillor's Report on various Committees, Boards & Commissions

Lorne Halisky – Division Four Councillor's report from various Committees, Boards and Commissions:

November 18, 2024 – Ukrainian Twinning Kosiv & Smoky Lake Region Meeting and Ukrainian Twinning Organizational Meeting (in-person)

- Appointment of Chair (Lorne Halisky) and Vice Chair (Marianne Prockiw-Zarusky).
- Discussion was held on the Kosiv District/Smoky Lake Region Ukrainian Twinning MOU Memorandum of Understanding expiry on January 27, 2025 and to recommend on bringing it to the next JMM for discussion and direction.
- Education project is still in the works with creating virtual Pen Pals through Kosiv student videos sharing culture, heritage etc.
- Discussion on creating a website page with educational videos, presentations etc. to promote school projects and continue to work with SL Region Schools on educational projects.
- Financial report was giving with all in good standing and no budget is required for 2025 as was for 2024 with a current balance of \$3,347.42.

November 26 & 27, 2024 – Federation of Alberta Gas Coops Conference (in-person)

- Attended Trade Fair to educate myself on new technologies, opportunities etc.
- Attended Gas Alberta Inc. Annual General Meeting who gave a presentation on the organization with employee introductions, future gas pricing to continue to be on par or better than competitors, always looking into new business opportunities that align with the organizations vision, and financial status is in good standing.
- Keynote Address from General Mark Milley was on Leadership focusing on commitment, interpersonal relationships, competence/grounding, communication skills, and character/integrity.
- Aon insurance coverage rates increase of 4% and claims were down.
- Mental Health Cases is presently the leading cause of disability claims in Canada.
- Metrix Group LLP presented the Financial Auditors Report with all good standing and reappointing Metrix Group LLP as Financial Auditor for 2024/2025.
- Levy Motion for \$13.60 per/riser was made.
- Resolutions that were presented: Urban Funding Program Resolution(passed), Grain Dryer Upgrade Grant Support Resolution(passed), New Director Training for Membership Resolution(passed), Mandate all Members of Fed Gas Coops to achieve and maintain COR - Certificate of Recognition or SECOR - Small Employer Certificate of Recognition safety certification Resolution(failed), Continuation of Rural Gas Grant Program Resolution(passed), Rural Gas Grant Expansion Resolution(passed), Francise Protection Resolution(passed), Removal of Natural Gas Fuel Carbon Levy Surcharge Resolution(passed), Federal Fuel Charge Resolution(passed), Correspondence from the Federation Resolution(passed), Energy Use to Qualify for Francise Area Exemption Resolution(passed), and Offences under the Gas Distribution Act Resolution(passed).

November 28, 2024 – Highway 28/63 Regional Water Services Commission and Whitefish Lake #128 Meeting (in-person)

- The main purpose for this meeting was for the Commission Manager, Commission Finance Manager, Commission Chair, and Associated Engineering Representative to have meet & greet with WFL Council.
- Discussion on WFL becoming a Commission Member, the status of that process and what needs to get done to continue to complete this matter was held with all agreeing on the actions etc. required.
- A gift exchange and sharing of historical experiences/data was shared.
- A Safety Moment on Extreme Cold Weather was shared with discussion on preparation, awareness, communication etc.
- Reservoir Project Status was discussed with construction completed, station operation, ownership of building/reservoir/land, utilities, disposition, agreements, future projects etc.
- WFL looks forward to partnership on current and future assignments.
- Other opportunities were discussed such as RR130 and Twp620 support etc., Education, Fire & Rescue, Health Services, Waste, Policing etc.
- A WFL Project Ribbon Cutting Ceremony at the Reservoir was discussed and hopefully will take place in 2025.
- Commission and WFL shared the perspective of a proud partnership which should be celebrated with sharing the completion on delivery of safe drinking water etc.

December 02, 2024 – MCC Meeting (in-person)

- Discussion was held on the dissolution of the MCC and SLTC which included gathering MCC expenses such as recruiter, lawyer, insurance etc. to be paid.
- Not to hire a CEO.
- Discussed Lawyer required steps for dissolution.
- Extending the shareholder payment date from December 31, 2024 to March 31, 2025 to hopefully have all dissolution actions completed with one final payment etc.

December 09, 2024 – Highway 28/63 Regional Water Services Commission Regular Meeting (Dan and Lorne in-person)

- Commission Manager discussed November 28th meeting with Whitefish Lake #128 Council and holding a successful meeting discussing Whitefish Lake Member Agreement progress etc., Water for Life Grant SCADA design work progress with a two package process, Thorhild customer West Water Connection completed/ in operation, Warspite Generator Project progress with RFP process, Water Commission Management RFP progress/ Smoky Lake County continuing to manage the Commission, Warspite Booster Station pump failure caused by debris found in pumps/ will be installing screen system on all pumps, and Commission Bylaw review process.
- 2025 budget and Five – Year Budget 2025-2029 was presented and approved.
- Financials all in good standing.
- Member Municipalities appointments to the Board was presented and acknowledged.

December 11, 2024 – Smoky Lake Region Fire and Rescue Committee Meeting (Linda and Lorne in-person)

- Discussion was held on the Occupational Health & Safety Contact Report with finishing the required items.
- Draft Policies on Firefighter Respiratory Protection Program and Volunteer Firefighter Compensation was discussed and will be brought to member councils for consideration, approval etc.
- Thank You Letters and Certificates to Employers who employ Firefighters was discussed and will be actioned.
- Emergency Access to Willow Creek Manor was discussed and will be actioned by the property owner and required emergency service.
- Progress on the TSI Report and with ICC Fire Committee was discussed.

December 18, 2024 – LICA Board of Directors Meeting (Dan and Lorne in-person)

- Executive Director, Manager of Environmental Monitoring Programs, Environmental Coordinator, Education and Outreach Coordinator, and Community Outreach Coordinator gave updates on current projects etc.
- Soil/Air Quality Testing projects was discussed.
- Evasive Species Testing in Garner Lake and Whitefish Lake will be taking place.
- Youth Calendar Contest, Field Days on Winter Watershed, Riparian Areas Survey, Stream of Dreams Program and Writing Contest on Electrical Energy are all taking place in 2025.
- Applying for \$50k LFIF – Local Food Infrastructure Funding.
- Governance Committee reviewed and amended Committee Terms of Reference, Board Member Job Descriptions Policy, Management of LICA Revenues Policy, Bylaws, and Social Media Management Policy.
- Financial Report was in good standing.

January 10, 2025 – SLTC Smoky Lake Tourism Company LTD. Board of Directors Meeting (Linda and Lorne virtually)

- Discussion and Motion passed to begin the process to dissolve the SLTC.
- Discussion and Motion passed on Appointment of Procido LLP as Legal Council for dissolution matter.
- Discussion and Motion passed to pay the outstanding invoices and supply spreadsheet with information prior to finalizing/ making payment.
- Discussion and Motion passed to not proceed with hiring the CEO due to the dissolution of SLTC.
- Discussed public notification on and when the dissolution is completed.
- Discussion and Motion passed to hold the next meeting on the dissolution progress on February 5, 2025 keeping in mind the March 31, 2025 proposed completion date.

January 16, 2025 – ALDMO - Alberta's Lakeland Destination Marketing Organization Board Meeting (virtually)

- Project Manager Reported that Asset Inventory details and new entries continue to be updated. Focused on lat/long for mapping. Asset Inventory potential new experiences identified and in review. NRED grant submitted, CIP grant submitted. NRED is Destination Development Plan – how to create sustainable visitor economy in Lakeland. CIP–Travel Lakeland Strategy and program expansions including policies and procedure development and software/hardware to support program delivery. Open Farm Day strategy continues to develop – Water is the 2025 theme. Lakeland team engaging with roles and responsibilities to get farms interested and support a good turnout. E-bike outline initiated, first draft new bylaws for renamed entity. Following up with PrairiesCan on grant application and other funding. Working on final version of bylaws. E-bike network development. Operator Benefits package – resource library, event calendar, Super Host, Facebook group page, ATIS listing process, DMO membership, TA learning, PUN, CF DSS, and Ambassador Program.
- Financial reported that all is within budget and good standing including approving the 2025 budget.
- Discussed the 2025/2026 Travel Alberta Funding Proposal of \$250,000 for Travel Lakeland operations.
- Discussed the NE Muni-Corr Ltd. Contract using Management Services for ALDMO, asked for a justification letter for fees etc.
- Social Media reported that since the website was set up the user traffic grew substantially with female and male users on par since the IHT web page was added. User method was primarily through Facebook and majority were from Edmonton, Calgary and Red Deer and outside Alberta Vancouver and Toronto.
- Working on final stages of designing the 2025 Travel Lakeland Activity Guide to have before the Tradeshows start in Q1/25.
- Working on Kalyna Country Ecomuseum MOU joining the ALDMO.

9.5 Reeve & Div Five Councillor's Report on various Committees, Boards & Commissions

Jered Serben – Reeve & Division Five Councillor written report from various Committees, Boards and Commissions:

November 8, 2024 – Smoky Lake Regional Fire & Rescue Committee, held at the Smoky Lake Curling Club (All Council)

- Lorne Halisky was acclaimed as Chairperson & Linda Fenerty was acclaimed a Vice-Chairperson.
- Representatives from Transitional Solutions Inc. (TSI), presented the Smoky Lake Regional Fire & Rescue Services Fire Master Plan, to continue on the path towards fire service regionalization.

November 8, 2024 – HAK School Remembrance Day Ceremony (Jered)

- Participated in the Remembrance Day Ceremony and addressed the students and those present to emphasize the importance of pausing to reflect on the lives lost and encouraged learning about: the sacrifices made by those who fought, the nurses and doctors in field

- hospitals, and the young women and men that worked in the factories constructing everything from planes, ships and artillery to clothing and bedding for those frontline soldiers.
- Paused to think about the soldiers who bravely faced danger and hardship; and reflected on the young people who showed incredible courage and selflessness, and how much we owe them our deep gratitude.
 - Encouraged the students to show gratitude by simply being kind and respectful to everyone and be grateful for the freedom that we take for granted.
- November 11, 2024 – Remembrance Day Ceremony in Waskatenau (Jered)
- Laid a wreath on behalf of the County. The County donated \$200 to the Waskatenau Legion.
- November 12, 2024 – Smoky Lake Region Intermunicipal Collaboration Committee (Jered & Dominique)
- Dominique Céré became the Chairperson and Leroy Kunyk became the Vice-Chairperson.
 - Agreed to incorporate the draft schedules; 911 Next gen dispatch, Fee for Services, Water Usage, and Fire Department Insurance into the Regional Fire Rescue Bylaw for the next Meeting.
- November 13, 2024 – Joint Health & Safety Committee (Jered & Dominique)
- Adam Shupenia & Brett Rurka were acclaimed as Co-Chairpersons.
 - The Visitor Check-In / Check-Out safety policy was amended to include a visitor orientation.
 - Implemented and weekly Emergency Eye Wash & Shower Weekly inspection checklist.
 - Amended the County Council Statement of Commitment with the current CAO info.
 - Received updates on training and reviewed 10 incidents.
- November 14, 2024 – Regular Council Meeting (All Council)
- Members from the Bonnie Lake Community attended as a delegation to talk about the need to upgrade amenities; Council responded by providing grant program information and will determine in-kind assistance required.
 - Approved two backsloping applications.
 - Rescinded Policy Statement No. 01-22-01 Policy Committee Terms of Reference, due to redundancy.
 - Amended Policy Statement No. 08-13-01: Disposal of Assets, and updated the name to “Disposal of Surplus Equipment”.
 - Set the Remuneration for Public-at-Large to \$175 per meeting day.
 - Renewed the agreement with Capital Region Assessment Services Commission for three more years to take care of Local & Composite Assessment Review Boards (LARB & CARB) Services.
 - Gave Second Reading to Bylaw No. 1464-24: Non-Residential Development Municipal Tax Incentive.
 - Approved to advertise for a Returning Officer to conduct the Year-2025 Municipal Election.
 - Approved to advertise a Request for Proposals (RFP) for Recreational Area Facility Supervision and Cleaning Services for 3 independent contracts: Contract 1: Hanmore Lake East, Hanmore Lake West, and Island Lake; Contract 2: Mons Lake; and Contract 3: Bellis Beach, with the option to include Kaduk Lake.
 - The Village of Waskatenau Council was a delegation to request County Council’s reconsideration in providing consent to the Village to acquire the lands north of, and adjacent to the Village; Council responded by rescinding the previous denial motion and approve to provide consent.
 - Approved to provide \$240.00 to the Smoky Lake Christmas Hamper Program.
- November 15, 2024 – Smoky Lake Foundation Meeting (Jered & Dominique)
- Received updates from the Foundation CAO, highlighting the annual fire alarm and sprinkler system inspection is complete.
 - A portable marketing sign will be placed outside of Vilna aimed to increase occupancy.
 - Received reports for the year-to-date Financial Statements, Capital & Operating budget, and occupancy reports.
 - Reallocated 2024 capital budget funds intended for the Bar-V-Nook dishwasher replacement that was repaired instead of replaced, to electric beds & additional dining room table and chairs.
- November 20, 2024 – Budget Council Meeting (All Council)
- Adopted the 2025 Natural Gas System Operating Budget with a total revenue of \$3,121,900 and total expenditures of \$3,246,900 (including amortization).
 - Adopted the 2025 Natural Gas System Capital Budget with a total revenue of \$169,000 and total expenditures of \$289,000.
 - Approved to increase the budgeted contribution amount towards the Smoky Lake Regional Heritage Board to be \$35,000.00 in Years 2025, 2026, and 2027.
 - Received information in respect to the gap between tax revenue & inflation and the impact that previous 0% tax increases have created on the County’s revenue which impairs the ability to re-place capital items as needed.
- November 21, 2024 - Smoky Lake Physicians & Healthcare Professionals Committee (Jered & Dominique)
- Discussed community support for Internationally Educated Nurses arriving in Smoky Lake with the Town’s FCSS Director.
 - Reviewed the Physician and Health Care Committee Bylaw to determine any updates needed.
 - Received information on Health System Refocus Legislative Amendments, and the New Alberta Health Advisory Councils.
 - Agreed to apply for the Rural Health Professional Action Plan (RhPAP) Attraction and Retention Grant of \$1,000.00 with the intention of using it for the Professional Recognition program.
 - Received the 2024 Retention and Recruitment Financial position as of October 31, 2024 and recommended the 2025 budget be approved by each municipality’s Council.
- November 22, 2024 – Chief Administrative Officer (CAO) Evaluation Council Meeting (All Council)
- Council, in the absence of the CAO, discussed the work performance of the CAO and compiled the information in preparation for further review with the CAO present.

December 4, 2024 – Committee of the Whole Council Meeting (All Council)

- Received information relating to Victim Services, RCMP, Prosecution, and Rural Crime, from the Delegations: Smoky Lake RCMP Detachment Commander Sgt. Anita Doktor, Smoky Lake Area Victims Services Unit Advocate Sara McCullough, RCMP Eastern Alberta District (EAD) C/Supt. Gary Graham and Supt. Tony Hanson, and Patricia Hankinson, Deputy Chief Crown Prosecutor, Fort Saskatchewan Prosecutor's Office.
- Continued the Chief Administrative Officer's Evaluation.

December 10, 2024 – Agricultural Service Board Meeting (Jered, Dan & Dominique)

- Received a partial update from LARA under technical difficulties.
- Recommended to appoint Kierstin Dubitz as the Acting Ag Fieldman.
- Recommended to amend the grasshopper policy, and the agricultural use of right-of-way.
- Recommended the redundant license of occupation policy be rescinded.
- Recommended the animal health policy be adopted.
- Recommended to advocate for vehicle weight station in County.

December 12, 2024 – Regular Council Meeting (All Council)

- Amended Policy Statement No. 03-39-13: Dust Control, to recoup the actual cost of Blade Mix Oil dust control by reducing the length from 150 meters at \$3,000 to 100 meters at \$2,700, and changed the application deadline from May 1st to May 31st.
- Approved a backslipping application.
- Approved to write off penalties in the amount of \$493.38 on roll # 17590542 in response to the written & in-person request from the landowner.
- Gave 1st Reading to Bylaw No. 1467-24 to redistrict and reclassify a parcel of land 2 miles south of Warspite, (Plan 9121735, Lot A) and scheduled a Public Hearing, to be held on February 13, 2025, at 9:15 am.
- Accepted an offer to lease SW 12-61-16-W4M, from Clear Hills Grazing Association, for \$1,400.00 per year for 5-years.
- Approved to advertise a Limited Invitation to Tender to lease County lands SE 8-62-13-W4M & SW 8-62-13-W4M.
- Approved to renew the Geographic Information System (GIS) Software & Service for 5 more years.
- Amended Policy Statement No. 01-45-02: Geographic Information System (GIS), to correct outdated information.
- Approved to provide \$2,500 of FCSS grant funds to the Town FCSS and \$2,100 to Smoky Lake Holubka Dancers.
- Approved the 2025 Budget for Smoky Lake Region's Physicians & Health Care Professionals Committee with the County's contribution being \$14,650, but agreed to withhold the funds until the Committee's surplus has been diminished.
- Approved to donate \$100 to the Smoky Lake Food Bank on behalf of the 20th Annual Charity Dart Shoot in memory of Cathy and Tom Bullas.
- Agreed in partnership with the Members of N. E. Muni-Corr Ltd., to support an Alberta Community Partnership (ACP) 2024-25 Grant application for creating nine staging area design plans for Alberta's Iron Horse Trail within Waskatenau, Smoky Lake, St. Paul, Heinsburg, Elk Point, Bonnyville, Ardmore, and at the Beaver River Trestle.
- Appointed Kierstin Dubitz, as the Acting Agricultural Fieldman.
- Appointed Chandler Kerr, as the designated Bylaw Enforcement Officer.
- Appointed Jasmine Schaub, as the designated Director of Emergency Management (DEM).
- Approved a winter haul road agreement with DDC Sand + Gravel + Concrete, provided the conditions are right, from Twp Rd 610 South on Rge Rd 181 to Twp Rd 604 & West to Hwy 831.
- Approved the 2025 Interim Municipal Budget, with revenues of \$20,841,629 and total Expenditures of \$22,885,929 including amortization expense of \$2,044,300.
- Approved the Ten-Year Capital Budget for 2025 to 2034.
- Acknowledged the discontinuation of January 7th being recognized as "Ukrainian" Christmas and reopened the offices for that day.
- Approved to name: Smoky Lake Food Bank, as the chosen recipient to receive a \$3,500 donation from Gas Alberta through the Gas Alberta Gives Back program.
- Approved a time extension for the loan re-payment of \$100,000.00 to be received from the MCC for Smoky Lake Development Corp., subject to the entire principal of loan being repaid in full on or before March 31, 2025.
- Acknowledged the Probationary Period for the Chief Administrative Officer (CAO) Kevin Lucas has been successfully completed as of December 12, 2024, & the next evaluation will be June 3, 2025.

December 12, 2024 – Virtual Open House for Smoky Lake County 2025 Budget (All Council)

- There were 18 participants including Council and Staff.
- To review the presentation, please visit: <https://www.smokylakecounty.ab.ca/finance>

December 16, 2024 – Smoky Lake Agricultural Society Meeting (Jered)

- Grant approval for HVAC system to be replaced in March/April.
- Finalized the December 28th, New Year celebration event.
- The Ag. Society attended the Town Council meeting as a delegation, to ask for increased funding and the Town agreed to increase funding and in-kind services.

December 17, 2024 – Smoky Lake Region Intermunicipal Collaboration Committee (Jered & Dominique)

- Agreed to the first 2 pages of the draft Inter-Municipal Regional Fire Rescue Services Bylaw which will have an agreement attached as a schedule.
- Directed the CAOs to work collaboratively to draft a policy by February 2025, to address holding each respect Municipality accountable for the collection of their fire services fees.

December 18, 2024 – Joint Health & Safety Committee Meeting (Jered & Dominique)

- Appointed 17 employees as Members to the Committee.
- Reviewed 11 incidents and 2 nears misses.

- Received a report on training taken, upcoming training, and safety program updates.
- Amended Safety Policy Statement No. 07-31-03: Cold Weather Mobilization.

December 18, 2024 – Information Session on Changes to Policing Legislation (Jered)

- This information session was poorly attended. It was intended to cover information related to policing legislation for communities policed by the RCMP under the Provincial Police Service Agreement (PPSA) that will be represented by the Provincial Police Advisory Board, following the Police Amendment Act, 2022 (PAA), which passed in December 2022.
- The Police Governance Regulation and Police Governance (Ministerial) Regulation, both come in-to force on March 1, 2025, which provide further information in connection with these civilian bodies.

December 20, 2024 – Smoky Lake Foundation Meeting (Jered & Dominique)

- Received updates from the Foundation CAO, highlighting that new artwork will be installed for Bar-V-Nook dining room and Pumpkin Neighbourhood, a new maintenance worker has been hired for Vilna Lodge, and working on retrofitting warm white LED for all dining rooms.
- Received reports for the year-to-date Financial Statements, Capital & Operating budget, and occupancy reports.

December 20, 2024 – Policing Study – Stakeholder Interview (All Council)

- The intent of this study was to analyze the current state of policing in the community, to gather from Council's perspective, aiming to address current policing challenges and explore opportunities for enhancing public safety.

January 9, 2025 – Regular Council Meeting (All Council)

- Gave 3rd & Final Reading to Bylaws 1468-25, 1469-25, and 1470-25, to designate three Municipal Historic Resources: Bellis Store & Heritage Shoppe; White Earth School Hall; and MacDonald Stopping House General Store & Pine Creek Post Office.
- Amended Policy Statement No. 62-05-07: Grasshopper Control Compensation, to align with the County not directly providing grasshopper control service.
- Adopted Policy Statement No. 62-08-01: Agricultural Use of Municipal Right of Way, which allows permits haying and rescinded Policy Statement No. 62-17-02: License of Occupation of Road Allowance for Ranching and Farming Purposes

January 13, 2025 – Joint Municipalities Meeting (All Council)

- Received an update from Sgt. Doktor: Cst. Lidstone is being transferred and the Detachment will be getting someone to replace him. The Members will be working closely and utilizing the County's new Community Peace Officer. The Victim Service Unit is up and running out of the Detachment.
- The Ukraine Chamber of Commerce, President Vitaliy Milentyev, encouraged the Smoky Lake Region to continue to support Ukraine.
- Smoky Lake Regional Heritage Board, Chairperson Norreen Easterbrook, provided a presentation with recommendations to collaboratively manage historic resources to increase historic tourism.
- Discussed the decline of volunteers causing financial impacts on municipalities.
- MLA Glenn van Dijken, spoke about the upgrades intended for Hwy 28, including a roundabout installation for the intersection at Hwy 855. He also acknowledged the meeting Premier Smith had with Donald Trump and expressed concerns over tariffs.

Other Community Events attended:

- December 6th, Waskatenau Village light up
- December 19th, H. A. Kostash School Christmas concert
- December 28th, Smoky Lake Agricultural Society New Year Family Concert Event

Reeve's Report and Councillors Reports on various Committees, Boards & Commissions

260-25: Fenerty

That Smoky Lake County's Reeve Report received for the period November 8, 2024, to January 16, 2025 be posted to the County's website and the Councillors reports on various committees, boards and commissions, be accepted as presented.

Carried.

10. Correspondence:

10.1. Smoky Lake County Community Learning Council, Thank You for 50 years

261-25: Fenerty

That Smoky Lake County acknowledge receipt of the Thank-You correspondence from the Smoky Lake County Community Learning Council (CLC), for the County being the legal host of CLC since 1975; and acknowledge Year-2025 as CLC's 50th anniversary, by providing a certificate of appreciation to the CLC and congratulate them on social media.

Carried.

10.2. Inside Outside Studio Inc., Landowner Map Sale Revenue to the County

262-25: Halisky That Smoky Lake County acknowledge receipt of the 2024 County Map Sales – Annual Report, received from Inside Outside Studios Inc., dated January 7, 2025, in regard to the sale of virtual Smoky Lake County maps sold through their mobile application software: “iHunter Alberta”, reporting a total of 334 maps sold in Year-2024, which generated a royalty revenue to the County in the amount of \$2,976.00.

Carried.

10.3. RMA Rural Municipalities of Alberta, January 2025, Member Visit

263-25: Halisky That Smoky Lake County acknowledge receipt of the correspondence from RMA Rural Municipalities of Alberta, dated January 2025, in respect to RMA’s Year-2025 Member Visit (on three-year rotation) and invite them to attend the February 13, 2025 or March 27, 2025 Council meeting, also extending an invitation for MP Shannon Stubbs to attend at the same time.

Carried.

Meeting Recessed Meeting recessed for Lunch, time 12:02 p.m.

Meeting Reconvened The meeting reconvened on a call to order by the Reeve at 12:52 p.m. in the physical (or virtual) presence of all Council Members, Chief Administrative Officer, Finance Manager, Executive Services Clerk, Natural Gas Manager, Planning & Development Manager, Health & Safety Coordinator, GIS Operator, Assistant Ag. Fieldman, Fire services Clerk, Communications Officer, and 5 Members of the Public.

10.4. RMA Rural Municipalities of Alberta - Board Governance Review Member Survey

264-25: Fenerty That Smoky Lake County acknowledge receipt of the invitation to participate in the RMA Rural Municipalities of Alberta, Board Governance Review Member Survey, as per their correspondence dated January 6, 2025, and agree to submit a completed survey by the deadline of February 5, 2025.

Carried.

11. Information Releases:

Nil.

12. Financial Reports:

12.1. Budget to Actual Reports as at December 31, 2024

12.2. Bills & Accounts Report as of January 23, 2025

265-25: Halisky That Smoky Lake County’s Budget to Actual Report as at December 31, 2024, as prepared by the Finance Manager, and the Bills & Accounts report as of January 23, 2025, be accepted for information:

County Council Meeting: Jan. 23rd 2025

Batch #	Cheque Numbers	Total of Batch
PMCHQ287	53197 to 53201	\$201,410.77
PMCHQ289	53202 to 53228	\$70,403.77
PMCHQ292	53229 to 53252	\$132,399.36
PMCHQ294	53253 to 53280	\$23,800.02
PMCHQ295	53281 to 53300	\$294,115.28
PMCHQ297	53301 to 53327	\$47,413.68
PMCHQ299	55328 to 55384	\$100,680.08
PMCHQ301	55385 to 55386	\$1,926.61
PMCHQ302	55387 to 55392	\$185,574.54
PMCHQ303	55393 to 55398	\$123,000.82
PMCHQ304	55399 to 55425	\$133,109.60
Total Cheques from 53197 to 55425		\$1,313,834.53

Batch #	EFT Numbers	Total of Batch
241106	1639 to 1654	\$138,096.98
241113	1655 to 1661	\$11,867.82
241121	1662 to 1675	\$154,153.34
241128	1676 to 1681	\$59,443.49
241209	1682 to 1686	\$46,346.16
241217	1687 to 1714	\$453,884.53
240106	1715 to 1725	\$146,015.73
Total EFTs from 1639 to 1725		\$1,009,808.05

Direct Debit Register

Batch #	Description	Total of Batch
PMPAY088	My HAS	\$530.40
PMPAY089	ENTERPRISE FLEET MNMT	\$233.26
PMPAY090	My HAS	\$265.51
PMPAY091	My HAS	\$327.60
PMPAY 094	My HAS	\$1,065.51
PMPAY 095	My HAS	\$1,212.43
PMPAY096	My HAS	\$583.02
PMPAY097	My HAS	\$353.60
PMPAY098	My HAS	\$2,122.69
PMPAY099	My HAS	\$1,141.53
PMPAY100	My HAS	\$449.63
PMPAY104	My HAS	\$98.19
PMTRX912	AB SCHOOL FOUNDATION	\$532,178.33
PMTRX931	ENTERPRISE FLEET MNMT	\$597.58
PMTRX950	ENTERPRISE FLEET MNMT	\$1,768.94
PMTRX951	ENTERPRISE FLEET MNMT	\$845.72
Total Direct Debits		\$543,773.94

Grand Total Bills and Accounts	\$2,867,416.52
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Carried.

13. Next Meeting(s):

Cancel Thursday, February 27, 2025, Council Meeting

266-25: Halisky

That Smoky Lake County Council **cancel** the Regular Council Meeting scheduled for Thursday, February 27, 2025, at 9:00 a.m..

Carried.

Reconfirm the Scheduled County Council Meeting Dates

267-25: Halisky

That the next Smoky Lake County Council Meetings be reconfirmed as follows:

Thursday, February 13, 2025, at 9:00 a.m. (Regular),
Thursday, March 13, 2025, at 9:00 a.m. (Regular), and
Thursday, March 27, 2025, at 9:00 a.m. (Regular),
to be held physically and/or virtually in County Council Chambers.

Carried.

14. Executive Session:

Land & Legal – Offer to Purchase County-Owned Lands SE & SW of 08-62-13-W4

268-25: Halisky

That Smoky Lake County Council go into Executive Session in the presence of all Council, Chief Administrative Officer, Finance Manager, Planning & Development Manager, Executive Services Clerk, to discuss a Land & Legal Issue, in respect to an offer to purchase County-Owned lands legally described as SE-08-62-13-W4 & SW-08-62-13-W4 (near Whitefish Lake), under the authority of the FOIP Act Section 16: Third party business interests and Section 27: Privileged information, time 1:06 p.m.

Carried.

Jordan Ruegg, Planning & Development Manager, and Brenda Adamson, Finance Manager, left the meeting, time 1:39 p.m.

269-25: Fenerty That Smoky Lake County Council go out of Executive Session, time 2:08 p.m.

Carried.

8.1. CAO Report – December 6, 2024 to January 16, 2025

270-25: Gawalko That Smoky Lake County Council accept the Chief Administrative Officer (CAO) Report prepared by the CAO: Kevin Lucas, for the period of December 6, 2024 to January 16, 2025.

Carried.

14.1 Land & Legal – Offer to Purchase County-Owned Lands SE & SW of 08-62-13-W4

271-25: Cere That Smoky Lake County decline the offer to purchase the County-Owned lands legally described as SE-08-62-13-W4 & SW-08-62-13-W4 (near Whitefish Lake), as discussed under Executive Session on January 23, 2025, under the authority of the FOIP Act Section 16: Third party business interests and Section 27: Privileged information.

Carried.

County-Owned Lands SE-08-62-13-W4 & SW-08-62-13-W4

272-25: Halisky That Smoky Lake County administration bring forward options for potential opportunities in respect the County-Owned lands legally described as SE-08-62-13-W4 & SW-08-62-13-W4 (near Whitefish Lake), to a future Council Meeting, as discussed under Executive Session on January 23, 2025, under the authority of the FOIP Act Section 16: Third party business interests and Section 27: Privileged information.

Carried.

15. ADJOURNMENT:

273-25: Gawalko That the Smoky Lake County Council Meeting of January 23, 2025, be adjourned, 2:12 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER



Delegation Request Form

APPLICATION

Thank-you for your interest in becoming a Delegation before County Council.

Personal information on this Application is being collected under the authority of the Freedom of Information & Protection of Privacy Act (FOIP).

Please complete this application form. Please refer to Policy Statement No: 01-49 for Delegation Protocol and Procedures.

Smoky Lake County considers the author's address relevant to Council's consideration of this matter and will disclose this personal information if it is provided to us. However, the author's phone number and email address are not required and should be omitted if the author does not wish this personal information disclosed.

NOTE: By filling out this application form, you are consenting to disclosure of any personal information made evident through your speech or presentation materials and grant permission to the County to publish these materials and agrees to abide by the terms of this Policy.

APPLICANT NAME AND CONTACT INFORMATION:

Last Name: <u>Johnson</u>	First Name: <u>Mark</u>
Phone Number: [REDACTED]	E-mail Address: [REDACTED]
Mailing Address: [REDACTED] <u>Alberta</u> [REDACTED]	
Box	Town <u>0</u> Postal Code

Group / Organization / Business / Individual:

Representing a Group / Organization / Business : _____

Attending as a Individual

NAME OF PRESENTERS / ORGANIZATION:

	Name	Position Title	Supporting documentation (optional)
1.	<u>Mark Johnson</u>	<u>Owner</u>	<input checked="" type="checkbox"/> Handouts at the meeting (please provide copies to the Municipal Clerk or bring 12 copies to the meeting)
2.	_____	_____	<input type="checkbox"/> Audio / visual presentation (must be received in pdf or jpg format accompanying the Application Form).
3.	_____	_____	
4.	_____	_____	

TOPIC AND PURPOSE OF PRESENTATION:

Clearly outline the topic of your presentation: Yes No Executive Session

The development of an access rd for a construction of yard site and home. Location SE 14-59-16 W of the 4th Extension of Twp rd 592 roughly 250 metres.

List desired outcome of presentation/recommend to Council:

Note: That all correspondence submitted to Smoky Lake County will form part of the public record and will be published when this matter is before Council.

Please Note for clarity: You do not need to complete this form to ask questions of Council at the "Public Question and Answer Period" scheduled between 11:30 a.m. and noon at each regular Council Meeting. All meetings are open to the Public.

Comments:

APPLICANT NAME: (PLEASE PRINT)

Mark Johnson

DATE

11/27/24

OFFICE USE Only:

Applicant Received: _____

By: _____

Confirmed by: _____

Council Meeting Date: _____



Public Hearing Date: February 13, 2025
Public Hearing Time: 9:15 a.m.

VIRTUAL PUBLIC HEARING BACKGROUND

PROPOSED BYLAW NAME & NO.: Proposed Smoky Lake County Bylaw No.1467-24

APPLICANTS: William Merrifield

PROPOSAL: A Bylaw amending the Smoky Lake County Land Use Bylaw No.1272-14 to redistrict all the portions of the lands legally described as Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183), from **“Agriculture (AG) District” to “Rural Industrial (M2) District”**; and to amend Municipal Development Plan Bylaw No. 1249-12, to reclassify all the portions of the lands legally described as Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183), from **“Agriculture Area” to “Industrial Area”**.

BACKGROUND:

- The Smoky Lake County Planning and Development Department received an application to amend Smoky Lake County Land Use Bylaw No. 1272-14 & Municipal Development Plan Bylaw No. 1249-12, from William Merrifield, dated November 11, 2024, to redistrict/reclassify all the portions of the lands legally described Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183).
- The lands in question are approximately 6.99 acres in area.
- The applicant proposes to amend the Land Use Bylaw & Municipal Development Plan to accommodate the development of a Heavy Equipment Sales and Service, Repair or Storage operation. The applicant proposes to sell/lease/service compressors, power generators, excavation & construction equipment, welding equipment, etc.
- The current Agriculture districting of the lands under the Land Use Bylaw does not allow for the establishment of a Heavy Equipment Sales and Service, Repair of Storage operation.
- Smoky Lake County Land Use Bylaw No. 1272-14 defines a “Heavy Equipment Sales, Service, Repair or Storage” as a *“building or part of a building or structure in which*
 - A. *Heavy machinery and equipment are offered for sale, rent, lease or hire under agreement for compensation; and/or*
 - B. *Heavy machinery and equipment are service or repaired;*
 - C. *Heavy machinery and equipment is stored.”*
- Should Bylaw No. 1467-24 receive Third Reading, the owner of the lands will be required to obtain a Development Permit for the proposed Heavy Equipment Sales and Service, Repair or Storage operation prior to commencement of operations.
- The subject site is classified as **“Agriculture Area”** under **Section 7.2.3 of Smoky Lake County Municipal Development Plan Bylaw No. 1249-12**, which is incongruent with the proposed

redistricting. Therefore, Bylaw No. 1467-24 proposes to amend the Municipal Development Plan to reclassify the subject site to “Industrial **Area**” to ensure consistency between the Land Use Bylaw and the Municipal Development Plan.

NOTICE:

- Public Notice has been advertised for two weeks consecutively in newsprint in the Redwater Review on December 18, 2024 and January 8, 2025.
- Public Notice has also been posted on the Smoky Lake County website since December 23, 2024, and on the County’s Facebook page on January 8, 2025.
- Adjacent landowners were notified of the proposed Bylaw and Public Hearing by letter, sent on January 6, 2025.

ATTACHMENTS:

1. Proposed Bylaw No. 1467-24
2. Smoky Lake County Land Use Bylaw No.1272-14: Section 8.11 – Industrial District (M2) District
3. Relevant Legislation
4. Notice of Public Hearing
5. Referrals

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1467-24

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW NO. 1272-14 BEING THE LAND USE BYLAW, & TO AMEND BYLAW NO. 1249-12 BEING THE MUNICIPAL DEVELOPMENT PLAN, FOR SMOKY LAKE COUNTY.

WHEREAS Council has adopted Smoky Lake County Bylaw No. 1249-12 to be used at the Municipal Development Plan;

WHEREAS Council has adopted Smoky Lake County Bylaw No. 1272-14 to be used at the Land Use Bylaw;

WHEREAS it is deemed expedient to amend Bylaw No. 1249-12, and Bylaw No. 1272-14 as set out in Section 692 of the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto;

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

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

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

1. **That Section 7.2 “Future Land Use Map” of Smoky Lake County Bylaw 1249-12:** Municipal Development Plan, be amended such that all the portions of the lands legally described as Plan 9121735, Lot A, containing +/- 2.83 Ha (6.99 acres) in size more or less, **as shown on Schedule “A”, be reclassified from Agricultural Area to Industrial Area;**
2. That Appendix **“B”** of Smoky Lake County Bylaw No. 1272-14: Land Use Bylaw, be amended such that all the portions of the lands legally described as Plan 9121735, Lot A, containing +/- 2.83 Ha (6.99 acres) in size more or less, **as shown on Schedule ‘B’, be rezoned from Agriculture (AG) District to Rural Industrial (M2) District;**
3. This Bylaw shall come into effect after third and final reading.

READ A FIRST TIME IN COUNCIL THIS 12TH DAY OF DECEMBER, AD 2024.

Jered Serben
Reeve

S E A L

Kevin Lucas
Chief Administrative Officer

Bylaw 1467-24

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 20____.

READ A THIRD AND FINAL TIME IN COUNCIL _____ DAY OF _____, AD 20____.

Jered Serben
Reeve

SEAL

Kevin Lucas
Chief Administrative Officer

DRAFT



SCHEDULE "A" BYLAW NO. 1467-24



**REDISTRICKT FROM AGRICULTURE
AREA TO INDUSTRIAL AREA
(PLAN 9121735, LOT A)**

NE 33-58-18-W4M

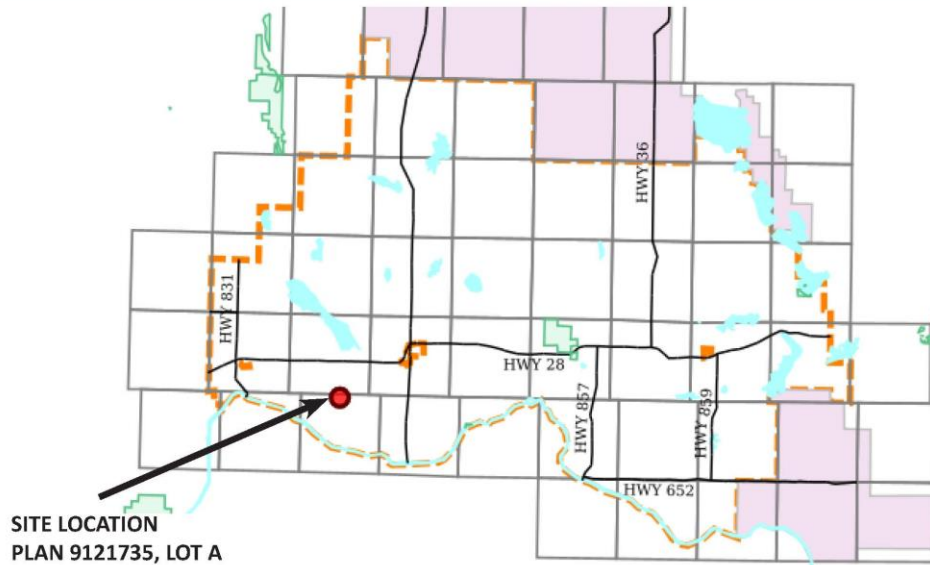
NW 34-58-18-W4M



**SITE LOCATION
PLAN 9121735, LOT A**



SCHEDULE "B" BYLAW NO. 1467-24



8.11 RURAL INDUSTRIAL (M2) DISTRICT

1. Purpose

The purpose of the Rural Industrial District is to provide land for rural industries in locations which can be serviced efficiently and which will not conflict with agriculture or residential land uses.

2. Permitted Uses

- A. Agricultural Support Services
- B. Buildings and Uses Accessory to Permitted Uses
- C. Animal Breeding and/or Boarding Facility
- D. Animal Clinic
- E. Animal Hospital, Large
- F. Automobile Repair Shops, Major and Minor
- G. Business Office
- H. Extensive Agriculture
- I. Greenhouse
- J. Heavy Equipment Sales and Service, Repair or Storage
- K. Light Industrial
- L. Public or Quasi-Public Services
- M. Public Utility
- N. Shipping Container
- O. Transfer Station
- P. Warehouse

3. Discretionary Uses

- A. Alternative Energy, Commercial
- B. Alternative Energy, Personal
- C. Auctioneering Facility
- D. Buildings and Uses Accessory to Discretionary Uses
- E. Bulk Fuel Storage and Sales
- F. Heavy Equipment Sales, Service and Repair
- G. Industrial hemp production and distribution;
- H. Medium Industrial
- I. Natural Resource Extraction/Processing Facility
- J. Public Park
- K. Recreational Uses
- L. Rural Industrial
- M. Surveillance Suite
- N. Other Uses which, in the opinion of the Development Authority, are similar to the above mentioned Permitted and Discretionary Uses

4. Subdivision Regulations
 - A. Minimum Site Area – at the discretion of the Subdivision Authority
5. Development Regulations
 - A. Minimum Yard Dimensions

It should be noted that adjacent to Provincial Highways, Alberta Transportation may require greater setbacks for development. Contact Alberta Transportation regarding their requirements in this regard.

- i. Minimum Front Yards

From Municipal Road Allowances	23.1 m (92.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
Internal Subdivision Road	7.6 m (25.0 ft.) from the property boundary

- ii. Minimum Side Yards

From Municipal Road Allowances	18.3 m (60.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
Internal Subdivision Road	7.6 m (25.0 ft.) from the property boundary

- iii. Minimum Rear Yards

From Municipal Road Allowances	18.3 m (60.0 ft.) from the property line
From Highways	40.8 m (134.0 ft.) from the boundary of the right-of-way or as required by Alberta Transportation
Internal Subdivision Road	7.6 m (25.0 ft.) from the property boundary

- iv. Notwithstanding **subsections (i), (ii), and (iii)** above, where there is an intersection or sharp curve, the minimum yard requirements shown on **Figures**

20 and 21 of this Bylaw shall apply.

- B. Maximum Site Coverage – 45%

Of the 45% site coverage, a maximum of 15% of the total site may be covered by accessory buildings.
 - C. Maximum Height – At the Discretion of the Development Authority
 - D. Landscaping

The Development Authority may require landscaping, to their satisfaction, in the form of fences, berms, vegetation, or any other material at their sole discretion that they deem reasonable, between any development in this District and any adjacent development.
6. Other Regulations
- A. Development proposals adjacent to a primary highway shall comply with any relevant provincial regulations.
 - B. Fences shall be developed in accordance with **Section 7.7** of this Bylaw.
 - C. Landscaping shall be provided in accordance with **Section 6.11** of this Bylaw. The Development Authority may require landscaping, to their satisfaction, in the form of fences, berms, vegetation, or any other material, at their discretion, between any development in this District and any adjacent development.
 - D. Grading and drainage of the site shall be provided in accordance with **Section 6.11** of this Bylaw.
 - E. Accessory buildings shall be developed in accordance with **Section 6.1** of this Bylaw.
 - F. Vehicle Washing Establishments (carwashes) shall be developed in accordance with **Section 7.35** of this Bylaw.
 - G. Service Stations and Gas Stations shall be developed in accordance with **Section 7.30** of this Bylaw.
 - H. Shipping Containers shall be developed in accordance with **Section 7.31** of this Bylaw.
 - J. Solar Energy Conversion Systems shall be developed in accordance with **Section 7.33** of this Bylaw.
 - K. Wind Energy Conversion Systems shall be developed in accordance with **Section 2.9** of this Bylaw.



Public Hearing Date: February 13, 2025
Public Hearing Time: 9:15 a.m.

VIRTUAL PUBLIC HEARING – RELEVANT LEGISLATION

Proposed Bylaw 1467-24: Amendment to Smoky Lake County Land Use Bylaw No. 1272-14 to redistrict all the portions of the lands legally described as Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183), from **“Agriculture (AG) District” to “Rural Industrial (M2) District”**; and to amend Municipal Development Plan Bylaw No. 1249-12, to reclassify all the portions of the lands legally described as Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183), from **“Agriculture Area” to “Industrial Area”**.

PUBLIC HEARINGS

Municipal Government Act, R.S.A. 2000

When to hold public hearing

Section 216.4

(1) When this or another enactment requires council to hold a public hearing on a proposed bylaw or resolution, the public hearing must be held, unless another enactment specifies otherwise,

- (a) before second reading of the bylaw, or
- (b) before council votes on the resolution.

(2) When this or another enactment requires a public hearing to be held on a proposed bylaw or resolution, council must

- (a) give notice of the public hearing in accordance with section 606, and
- (b) conduct the public hearing during a regular or special council meeting.

(3) A council may, by bylaw, establish procedures for public hearings.

(4) In the public hearing, council

- (a) must hear any person, group of persons or person representing them who claims to be affected by the proposed bylaw or resolution and who has complied with the procedures outlined by the council, and

(b) may hear any other person who wishes to make representations and who the council agrees to hear.

(5) After considering the representations made to it about the proposed bylaw or resolution at the public hearing and after considering any other matter it considers appropriate, the council may

(a) pass the bylaw or resolution,

(b) make any amendment to the bylaw or resolution it considers necessary and proceed to pass it without further advertisement or hearing, or

(c) defeat the bylaw or resolution.

(5.1) Unless this Act or another enactment specifies otherwise, a council may hold only one public hearing on each proposed bylaw or resolution, or any part thereof, that considers residential developments or developments with residential and non-residential developments under Part 17.

(6) The minutes of a council meeting during which the public hearing is held must record the public hearing to the extent directed by the council.

REQUIREMENTS FOR ADVERTISING

Municipal Government Act, R.S.A. 2000

Section 606

(1) The requirements of this section apply when this or another enactment requires a bylaw, resolution, meeting, public hearing or something else to be advertised by a municipality, unless this or another enactment specifies otherwise.

(2) Notice of the bylaw, resolution, meeting, public hearing or other thing must be

(a) published at least once a week for 2 consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held,

(b) mailed or delivered to every residence in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held, or

(c) given by a method provided for in a bylaw under section 606.1.

(3) A notice of a proposed bylaw must be advertised under subsection (2) before second reading.

- (4) A notice of a proposed resolution must be advertised under subsection (2) before it is voted on by Council.
- (5) A notice of a meeting, public hearing or other thing must be advertised under subsection (2) at least 5 days before the meeting, public hearing or thing occurs.
- (6) A notice must contain
- (a) a statement of the general purpose of the proposed bylaw, resolution, meeting, public hearing or other thing,
 - (b) the address where a copy of the proposed bylaw, resolution or other thing, and any document relating to it of the meeting or public hearing may be inspected,
 - (c) in the case of a bylaw or resolution, an outline of the procedure to be followed by anyone wishing to file a petition in respect of it, and
 - (d) in the case of a meeting or public hearing, the date, time and place where it will be held.
- (7) A certificate of a designated officer certifying that something has been advertised in accordance with this section is proof, in the absence of evidence to the contrary, of the matters set out in the certificate.
- (8) The certificate is admissible in evidence without proof of the appointment or signature of the person who signed the certificate.

PLANNING BYLAWS

Section 692

- (1) Before giving second reading to
- (a) a proposed bylaw to adopt an intermunicipal development plan,
 - (b) a proposed bylaw to adopt a municipal development plan,
 - (c) a proposed bylaw to adopt to adopt an area structure plan,
 - (d) a proposed bylaw to adopt an area redevelopment plan,
 - (e) a proposed land use bylaw, or
 - (f) a proposed bylaw amending a statutory plan or land use bylaw referred to in clauses (a) to (e),

a council must hold a public hearing with respect to the proposed bylaw in accordance with section 216.4 after giving notice of it in accordance with section 606.

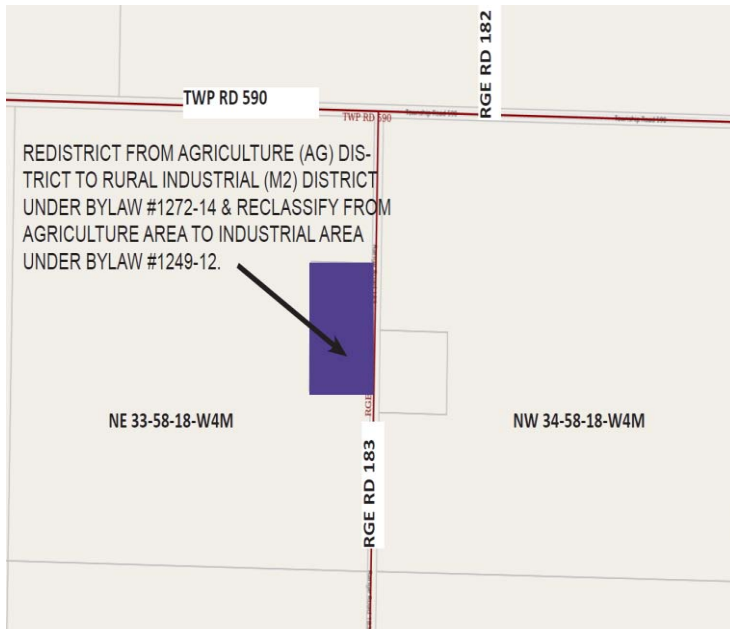
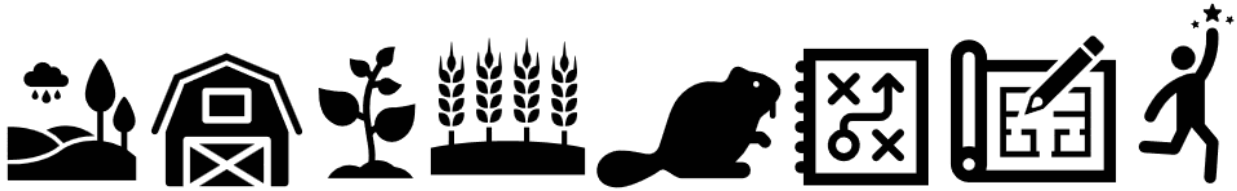
- (2) Despite subsection (1), if a proposed development relates to more than one proposed bylaw referred to in subsection (1), the council may hold a single public hearing.
- (3) Despite subsection (1), in the case of a public hearing for a proposed bylaw adopting or amending an intermunicipal development plan,

 - (a) councils may hold a joint public hearing to which section 184 does not apply, and
 - (b) municipalities may act jointly to satisfy the advertising requirements of section 606.
- (4) In the case of an amendment to a land use bylaw to change the district designation of a parcel of land, the municipality must, in addition to the requirements of subsection (1),

 - (a) include in the notice described in section 606(2)
 - i. the municipal address, if any, and the legal address of the parcel of land, and
 - ii. a map showing the location of the parcel of land,
 - (b) give written notice containing the information described in clause (a) and in section 606(6) to the assessed owner of that parcel of land at the name and address shown in the assessment roll of the municipality, and
 - (c) give a written notice containing the information described in clause (a) and in section 606(6) to each owner of adjacent land at the name and address shown for each owner on the assessment roll of the municipality.
- (5) If the land referred to in subsection (4)(c) is in another municipality, the written notice must be given to that municipality and to each owner of adjacent land at the name and address shown for each owner on the tax roll of that municipality.
- (6) Despite subsection (1), a bylaw referred to in subsection (1) may be amended without giving notice or holding a public hearing if the amendment corrects clerical, technical, grammatical or typographical errors and does not materially affect the bylaw in principle or substance
- (6.1) Subsection (1)(f) does not apply in respect of a proposed bylaw amending a statutory plan or land use bylaw to specify the purposes of a community services reserve.
- (7) In this section,

- (a) “adjacent land” means land that is contiguous to the parcel of land that is being redesignated and includes
 - i. land that would be contiguous if not for a highway, road, river or stream, and
 - ii. any other land identified in the land use bylaw as adjacent land for the purpose of notifications under this section;
 - (b) “owner” means the person shown as the owner of land on the assessment roll prepared under Part 9.
- (8)** If an ALSA regional plan requires a council to pass a bylaw referred to in this section, the council must
- (a) consider whether, in view of the requirement in the ALSA regional plan, consultation is necessary, desirable or beneficial, and
 - (b) decide whether or not to proceed with consultation.
- (9)** If a council decides under subsection (8) that consultation is neither necessary nor desirable or would not be beneficial, subsections (1) to (7) do not apply to the council in respect of the bylaw concerned.

Smoky Lake County
NOTICE – PUBLIC HEARING
on Proposed Bylaw 1467-24



TAKE NOTICE THAT in accordance with sections 216.4, 606 & 692 of the *Municipal Government Act*, the Council of Smoky Lake County is giving consideration of Bylaw 1467-24:

- To redistrict the lands legally described as Plan 9121735, Lot A, from Agriculture (AG) District to Rural Industrial (M2) District, under the County's Land Use Bylaw #1272-14; &
- To reclassify the lands legally described as Plan 9121735, Lot A, from Agriculture Area to Industrial Area, under the County's Municipal Development Plan Bylaw #1249-12.

A Statutory Public Hearing will be held in relation to Bylaw 1467-24, both in-person *and* via videoconference on Thursday, February 13, 2025, at 9:15 a.m. (or as soon as practical thereafter) at: Smoky Lake County Council Chambers, 4612 McDougall Drive, Smoky Lake, AB T0A 3C0 or online: <https://video.businessconnect.telus.com/join/121269341> Meeting ID: 121269341 or via phone: 1-844-511-2074

In-person Speakers:

If you intend on participating in person, you are encouraged to pre-register for the Public Hearing by contacting Legislative Services at 780-656-3730.

Speakers participating through Telus Business Connect videoconference:

If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference.

Requirements for all Speakers:

All speakers will be given a 5-minute time limit and are encouraged to provide a written copy of their submission in advance of the Public Hearing.

Written Submissions:

All interested parties are encouraged to express their views by providing a written submission to Legislative Services by email at patti.priest@smokylakecounty.ab.ca.

Persons wishing to view the Bylaw and/or the Public Hearing are invited to attend in person or view the Meeting at the County website at <http://www.smokylakecounty.ab.ca> or view the Bylaw <https://www.smokylakecounty.ab.ca/notices>

Questions? Contact:

Jordan Ruegg Planning & Development Manager, Smoky Lake County at 780-650-5207 / jruegg@smokylakecounty.ab.ca

Freedom of Information and Protection of Privacy Act: By submitting comments on this bylaw, either orally or in writing, the personal information you provide may be recorded in the minutes of the Public Hearing, or otherwise made public. This information is collected in line with section 33(c) of the Freedom of Information and Protection of Privacy Act. If you have any questions, please contact the Smoky Lake County Access and Privacy Officer at 4612 McDougall Drive Box 310, Smoky Lake, AB T0A 3C0, 780-656-3730, or county@smokylakecounty.ab.ca.





Smoky Lake County

P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
Phone: 780-656-3730
1-888-656-3730
Fax: 780-656-3768
www.smokylakecounty.ab.ca

January 6, 2025

File No. Bylaw 1467-24
Via Mail

AUDREY LASCHUK



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

Location: Smoky Lake County Council Chambers (4612 McDougall Drive, Smoky Lake, AB) and online:
<https://video.businessconnect.telus.com/join/121269341>

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

If you have any questions please contact me at 780-650-5207 or by email at jruegg@smokylakecounty.ab.ca

Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



4612 - McDougall Drive, PO Box 310
Smoky Lake, Alberta T0A 3C0
e: jruegg@smokylakecounty.ab.ca
p: (780) 656-3730 / c: (780) 650-5207
w: <http://www.smokylakecounty.ab.ca/>

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Encl: Bylaw 1467-24



Smoky Lake County

P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
Phone: 780-656-3730
1-888-656-3730
Fax: 780-656-3768
www.smokylakecounty.ab.ca

January 6, 2025

File No. Bylaw 1467-24
Via Mail

MEL-FARMS LTD.



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

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Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

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<https://video.businessconnect.telus.com/join/121269341>**

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

If you have any questions please contact me at 780-650-5207 or by email at jruegg@smokylakecounty.ab.ca

Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



4612 - McDougall Drive, PO Box 310
Smoky Lake, Alberta T0A 3C0
e: jruegg@smokylakecounty.ab.ca
p: (780) 656-3730 / c: (780) 650-5207
w: <http://www.smokylakecounty.ab.ca/>

ᑭᑭᑭᑭᑭᑭ ᑭᑭᑭᑭᑭᑭ (kaskapatau sakahigan / Smoky Lake) on Treaty 6 Territory

Encl: Bylaw 1467-24



Smoky Lake County

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1-888-656-3730
Fax: 780-656-3768
www.smokylakecounty.ab.ca

January 6, 2025

File No. Bylaw 1467-24
Via Mail

LLOYD PIRZEK & VIOLET ZORIA



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

Location: Smoky Lake County Council Chambers (4612 McDougall Drive, Smoky Lake, AB) and online:
<https://video.businessconnect.telus.com/join/121269341>

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

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Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



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January 6, 2025

File No. Bylaw 1467-24
Via Mail

DAVID & ANDREW CHEBUK



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

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Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

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Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



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January 6, 2025

File No. Bylaw 1467-24
Via Mail

SCOTT MELNYK



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

**Location: Smoky Lake County Council Chambers (4612 McDougall Drive, Smoky Lake, AB) and online:
<https://video.businessconnect.telus.com/join/121269341>**

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

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Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



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January 6, 2025

File No. Bylaw 1467-24
Via Mail

THE HUTTERIAN BRETHREN CHURCH



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

Location: Smoky Lake County Council Chambers (4612 McDougall Drive, Smoky Lake, AB) and online:
<https://video.businessconnect.telus.com/join/121269341>

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

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Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



Smoky Lake County

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January 6, 2025

File No. Bylaw 1467-24

WILLIAM & AUDREY TRENCHUK



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

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Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

If you have any questions please contact me at 780-650-5207 or by email at jruegg@smokylakecounty.ab.ca

Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



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www.smokylakecounty.ab.ca

January 6, 2025

File No. Bylaw 1467-24
Via Mail

ARBAN HOLDINGS LTD.



**RE: Plan 9121735, Lot A (Municipal Address: 58562 RGE RD 183)
Rezoning from Agricultural (AG) District to Rural Industrial (M2) District (LUB) &
Reclassification from Agriculture Area to Industrial Area (MDP)**

The application is referred to you in accordance with Section 692(4)(c) of the *Municipal Government Act*, which requires that a Public Hearing be held when Council considers an amendment to the County's Land Use Bylaw (LUB) and to the County's Municipal Development Plan (MDP). The Public Hearing is scheduled as follows:

Bylaw No. 1467-24

Public Hearing Time: Thursday, February 13, 2025, at 9:15 a.m.

Location: Smoky Lake County Council Chambers (4612 McDougall Drive, Smoky Lake, AB) and online:

<https://video.businessconnect.telus.com/join/121269341>

Meeting ID: 121269341 or via phone: 1-844-511-2074

The proposed rezoning and reclassification of said lands would potentially allow for the development of a Heavy Equipment Sales and Service, Repair or Storage Facility. A copy of the proposed Bylaw 1467-24 is attached for reference.

You will have opportunity at the Public Hearing to express any comments in favor of or in opposition to the proposed bylaw. If you wish to speak at the Public Hearing via videoconference, you are asked to register 24 hours prior to the opening of the Public Hearing by contacting Legislative Services at 780-656-3730. This is to ensure that virtual participants receive instructions to access the videoconference. If you are unable to attend the meeting, you may also submit any comments or concerns in writing by **4:00 p.m. on Friday, February 7, 2025**. Written submissions received by this date will be read into the record in front of Council during the Public Hearing.

If you have any questions please contact me at 780-650-5207 or by email at jruegg@smokylakecounty.ab.ca

Sincerely,



Jordan Ruegg

Planning & Development Manager, Smoky Lake County



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Encl: Bylaw 1467-24



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.1

Topic: Bylaw No. 1467-24: A Bylaw to Amend Land Use Bylaw No. 1272-14 to Redistrict Plan 9121735, Lot A, Pt. NE-33-58-18-W4M from Agriculture (AG) District to Rural Industrial (M2) District and Amend Municipal Development Plan Bylaw No. 1249-12 to Reclassify Plan 9121735, Lot A, Pt. NE-33-58-18-W4M from Agriculture Area to Industrial Area.

Presented By: Planning & Development Services

Recommendation: That Smoky Lake County give Second Reading & Third Reading to Bylaw No. 1467-24.

Background: On November 11, 2024, an application was received by administration to amend Municipal Development Plan Bylaw No. 1249-12 to reclassify the lands legally described as Plan 9121735, Lot A, from Agriculture Area to Industrial Area, and to amend Land Use Bylaw No. 1272-14, to redistrict said lands from Agriculture (AG) District to Rural Industrial (M2) District, for the purposes of developing a Heavy Equipment Sales and Service, Repair or Storage operation. The applicant proposes to sell/lease/service compressors, power generators, excavation & construction equipment, welding equipment, etc.

The Agriculture District in the Land Use Bylaw does not allow for the development of this type of use on neither a permitted nor discretionary basis. Furthermore, the Land Use Bylaw and the Municipal Development Plan (MDP) must always be consistent with one another, which is the reason for the proposed amendment to the MDP.

A Public Hearing on proposed Bylaw No. 1467-24 on February 13, 2025, in accordance with the provisions of the *Municipal Government Act* pertaining to the amendment of Statutory Plans and Land Use Bylaws.

Benefits: Provide an opportunity for the development of Heavy Equipment Sales and Service, Repair or Storage operation to serve the local community and surrounding region.

Disadvantages: Potential impacts of noise and traffic on adjacent landowners.

Alternatives: Council may propose changes to Bylaw 1467-24 or defeat said Bylaw.

Financial Implications: Nil.

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

Intergovernmental: Nil.

Strategic Alignment: Proactivity in Development

Enclosure(s):

- Application to Amend LUB & Certificate of Title © Attachment 1
- Bylaw 1467-24 © Attachment 2

Approved by the Interim CAO:  Date: Jan 14, 2025

Date of Application: NOVEMBER 8, 2024**APPLICATION TO AMEND**
 LAND USE BYLAW
 AREA STRUCTURE PLAN
 MUNICIPAL DEVELOPMENT PLAN
APPLICANT INFORMATION

NAME OF APPLICANT WILLIAM MERRIFIELD		NAME OF REGISTERED LANDOWNER (COMPLETE IF DIFFERENT FROM APPLICANT)	
SIGNATURE 		SIGNATURE	
MAILING ADDRESS		MAILING ADDRESS	
POSTAL CODE	TELEPHONE	POSTAL CODE	TELEPHONE

LEGAL DESCRIPTION

QTR/LSO NE	SECTION 33	TOWNSHIP 58	RANGE 18	W4M 4
REGISTERED PLAN 9121735	BLOCK	LOT A		

PLANNING DOCUMENT

EXISTING LAND USE DISTRICT <input checked="" type="checkbox"/> AGRICULTURAL DISTRICT (AG) <input type="checkbox"/> VICTORIA AGRICULTURE DISTRICT (A1) <input type="checkbox"/> MULTI-LOT COUNTRY RESIDENTIAL DISTRICT (R1) <input type="checkbox"/> RESIDENTIAL (CLUSTER) CONSERVATION DISTRICT (R2) <input type="checkbox"/> VICTORIA RESIDENTIAL DISTRICT (R3) <input type="checkbox"/> HAMLET RESIDENTIAL DISTRICT (R4) <input type="checkbox"/> HIGHWAY COMMERCIAL DISTRICT (C1) <input type="checkbox"/> VICTORIA COMMERCIAL DISTRICT (C2) <input type="checkbox"/> HAMLET COMMERCIAL DISTRICT (C3) <input type="checkbox"/> INDUSTRIAL DISTRICT (M1) <input type="checkbox"/> RURAL INDUSTRIAL DISTRICT (M2) <input type="checkbox"/> COMMUNITY AND INSTITUTIONAL DISTRICT (P) <input type="checkbox"/> DIRECT CONTROL DISTRICT (DC) <input type="checkbox"/> DIRECT CONTROL LANDFILL DISTRICT (DC1)	PROPOSED LAND USE DISTRICT <input type="checkbox"/> AGRICULTURAL DISTRICT (AG) <input type="checkbox"/> VICTORIA AGRICULTURE DISTRICT (A1) <input type="checkbox"/> MULTI-LOT COUNTRY RESIDENTIAL DISTRICT (R1) <input type="checkbox"/> RESIDENTIAL (CLUSTER) CONSERVATION DISTRICT (R2) <input type="checkbox"/> VICTORIA RESIDENTIAL DISTRICT (R3) <input type="checkbox"/> HAMLET RESIDENTIAL DISTRICT (R4) <input type="checkbox"/> HIGHWAY COMMERCIAL DISTRICT (C1) <input type="checkbox"/> VICTORIA COMMERCIAL DISTRICT (C2) <input type="checkbox"/> HAMLET COMMERCIAL DISTRICT (C3) <input type="checkbox"/> INDUSTRIAL DISTRICT (M1) <input checked="" type="checkbox"/> RURAL INDUSTRIAL DISTRICT (M2) <input type="checkbox"/> COMMUNITY AND INSTITUTIONAL DISTRICT (P) <input type="checkbox"/> DIRECT CONTROL DISTRICT (DC) <input type="checkbox"/> DIRECT CONTROL LANDFILL DISTRICT (DC1)
---	---

MUNICIPAL DEVELOPMENT PLAN: AGRICULTURE AREA TO INDUSTRIAL AREA	AREA STRUCTURE PLAN: N/A
---	------------------------------------

REASON IN SUPPORT OF APPLICATION FOR AMENDMENT:

OFFICE USE ONLY

REPORTS N/A	<input type="checkbox"/> Environmental Site Assessment <input type="checkbox"/> Stormwater Management Plan	<input type="checkbox"/> Biophysical Assessment <input type="checkbox"/> Certificate Of Title	<input type="checkbox"/> Geotechnical Report
APPLICATION FEE \$1,000.00	RECEIPT #	BYLAW NO.	

Bylaw 1467-24

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1467-24**

**A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA, TO
AMEND BYLAW NO. 1272-14 BEING THE LAND USE BYLAW, & TO AMEND BYLAW NO. 1249-12 BEING
THE MUNICIPAL DEVELOPMENT PLAN, FOR SMOKY LAKE COUNTY.**

WHEREAS Council has adopted Smoky Lake County Bylaw No. 1249-12 to be used at the Municipal Development Plan;

WHEREAS Council has adopted Smoky Lake County Bylaw No. 1272-14 to be used at the Land Use Bylaw;

WHEREAS it is deemed expedient to amend Bylaw No. 1249-12, and Bylaw No. 1272-14 as set out in Section 692 of the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto;

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

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

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

1. That Section 7.2 "Future Land Use Map" of Smoky Lake County Bylaw 1249-12: Municipal Development Plan, be amended such that all the portions of the lands legally described as Plan 9121735, Lot A, containing +/- 2.83 Ha (6.99 acres) in size more or less, as shown on Schedule "A", be reclassified from Agricultural Area to Industrial Area;
2. That Appendix "B" of Smoky Lake County Bylaw No. 1272-14: Land Use Bylaw, be amended such that all the portions of the lands legally described as Plan 9121735, Lot A, containing +/- 2.83 Ha (6.99 acres) in size more or less, as shown on Schedule 'B', be rezoned from Agriculture (AG) District to Rural Industrial (M2) District;
3. This Bylaw shall come into effect after third and final reading.

READ A FIRST TIME IN COUNCIL THIS ____ DAY OF _____, AD 2024.

Jered Serben
Reeve

S E A L

Kevin Lucas
Chief Administrative Officer

Bylaw 1467-24

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 20____.

READ A THIRD AND FINAL TIME IN COUNCIL _____ DAY OF _____, AD 20____.

Jered Serben
Reeve

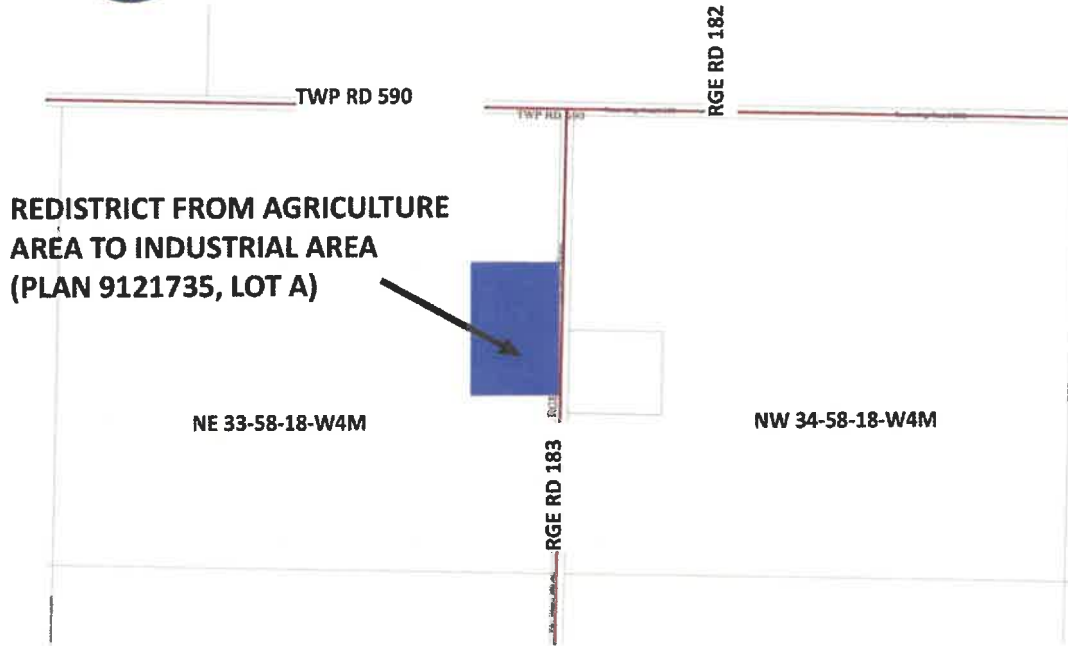
S E A L

Kevin Lucas
Chief Administrative Officer

Bylaw 1467-24



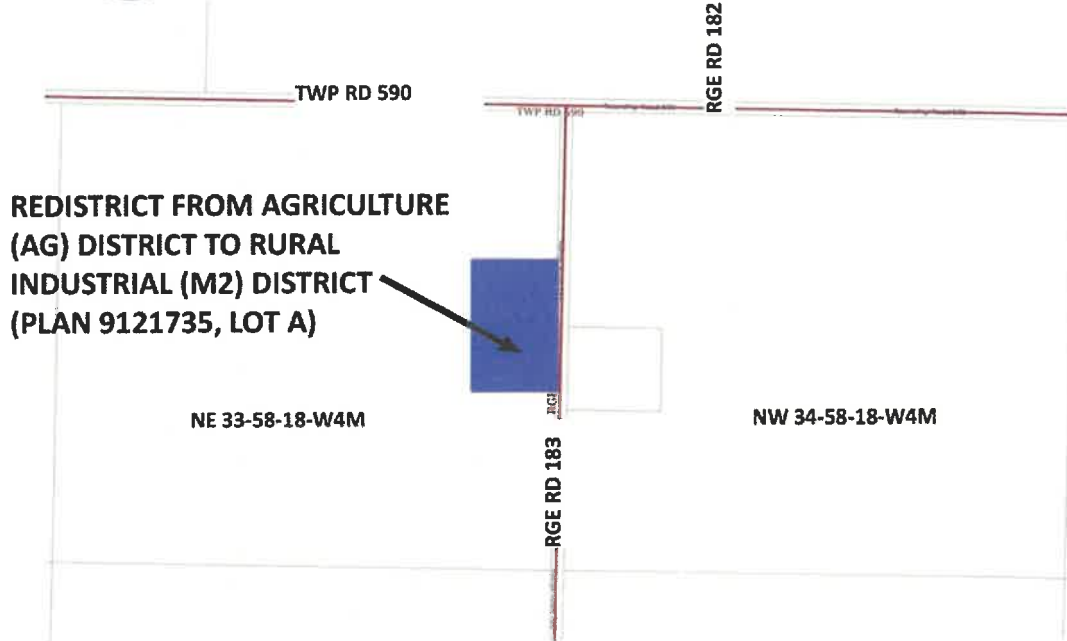
SCHEDULE "A" BYLAW NO. 1467-24



Bylaw 1467-24



SCHEDULE "B" BYLAW NO. 1467-24





Request for Decision (RFD)

Meeting Date: Thursday, March 13, 2025

Agenda Item: #7.2

Topic: Bylaw No. 1472-25: A Bylaw to amend Land Use Bylaw No. 1272-14 to Redistrict the lands legally described as NE-34-59-13-W4M from Residential Conservation Cluster (R2) District to Agriculture (AG) District; and to amend Municipal Development Plan Bylaw No. 1249-12 to Reclassify the lands legally described as NE-34-59-13-W4M from Residential Conservation Area to Agriculture Area; and to amend Bonnie Lake Area Structure Plan No. 1146-07 to Reclassify the lands legally described as NE-34-59-13-W4M from Residential Conservation Area to Agriculture Area.

Presented By: Planning & Development Services

Recommendation: That Smoky Lake County Council give Second & Third Readings to Bylaw No. 1472-25.

Background: On December 17, 2024, an application was received by administration to amend Municipal Development Plan Bylaw No. 1249-12 to reclassify the lands legally described as NE-34-59-13-W4M, Residential Conservation Area to Agriculture Area, to amend Land Use Bylaw No. 1272-14, to redistrict said lands from Residential Conservation Cluster (R2) District to Agriculture (AG) District, and to amend Bonnie Lake Area Structure Plan Bylaw No. 1146-07 to Reclassify the lands legally described as NE-34-59-13-W4M from Residential Conservation Area to Agriculture Area.

Bylaw 1472-25 was given First Reading on January 23, 2025, and a Public Hearing was subsequently held on March 13, 2025, to obtain public feedback both in support of, and in opposition to, the proposed Bylaw. The Applicant’s rationale for requesting the change in land use districting/classification is due to the uncertainty regarding the potential access and developability challenges of said lands as currently districted/classified.

Benefits: Nil.

Disadvantages: Loss of lands districted to allow for multi-lot country residential use.

Alternatives: Council may propose changes to Bylaw 1467-24 or defeat said Bylaw.

Financial Implications: Costs of advertising Public Hearing and mailing of notices to adjacent landowners (approximately \$700).

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

Intergovernmental: Nil.

Strategic Alignment: Nil.

Enclosure(s):

- Application to Amend LUB & Certificate of Title © Attachment 1
- Bylaw 1472-25 © Attachment 2

Approved by the CAO:

Date:

Feb 6, 2025



Date of Application: December 17, 2024

APPLICATION TO AMEND

- LAND USE BYLAW
 AREA STRUCTURE PLAN
 MUNICIPAL DEVELOPMENT PLAN

APPLICANT INFORMATION				
NAME OF APPLICANT CASEY TCHIR		NAME OF REGISTERED LANDOWNER (COMPLETE IF DIFFERENT FROM APPLICANT)		
SIGNATURE		SIGNATURE		
MAILING ADDRESS		MAILING ADDRESS		
		POSTAL CODE	TELEPHONE	
LEGAL DESCRIPTION				
QTR/LSD NE	SECTION 34	TOWNSHIP 59	RANGE 14	W4M
REGISTERED PLAN	BLOCK	LOT		
PLANNIG DOCUMENT				
EXISTING LAND USE DISTRICT <input type="checkbox"/> AGRICULTURAL DISTRICT (AG) <input type="checkbox"/> VICTORIA AGRICULTURE DISTRICT (A1) <input type="checkbox"/> MULTI-LOT COUNTRY RESIDENITAL DISTRICT (R1) <input checked="" type="checkbox"/> RESIDENTIAL (CLUSTER) CONSERVATION DISTRICT (R2) <input type="checkbox"/> VICTORIA RESIDENTIAL DISTRICT (R3) <input type="checkbox"/> HAMLET RESIDENTIAL DISTRICT (R4) <input type="checkbox"/> HIGHWAY COMMERICAL DISTRICT (C1) <input type="checkbox"/> VICTORIA COMMERCIAL DISTRICT (C2) <input type="checkbox"/> HAMLET COMMERCIAL DISTRICT (C3) <input type="checkbox"/> INDUSTRIAL DISTRICT (M1) <input type="checkbox"/> RURAL INDUSTRIAL DISTRICT (M2) <input type="checkbox"/> COMMUNITY AND INSTITUTIONAL DISTRICT (P) <input type="checkbox"/> DIRECT CONTROL DISTRICT (DC) <input type="checkbox"/> DIRECT CONTROL LANDFILL DISTRICT (DC1)		PROPOSED LAND USE DISTRICT <input checked="" type="checkbox"/> AGRICULTURAL DISTRICT (AG) <input type="checkbox"/> VICTORIA AGRICULTURE DISTRICT (A1) <input type="checkbox"/> MULTI-LOT COUNTRY RESIDENITAL DISTRICT (R1) <input type="checkbox"/> RESIDENTIAL (CLUSTER) CONSERVATION DISTRICT (R2) <input type="checkbox"/> VICTORIA RESIDENTIAL DISTRICT (R3) <input type="checkbox"/> HAMLET RESIDENTIAL DISTRICT (R4) <input type="checkbox"/> HIGHWAY COMMERICAL DISTRICT (C1) <input type="checkbox"/> VICTORIA COMMERCIAL DISTRICT (C2) <input type="checkbox"/> HAMLET COMMERCIAL DISTRICT (C3) <input type="checkbox"/> INDUSTRIAL DISTRICT (M1) <input type="checkbox"/> RURAL INDUSTRIAL DISTRICT (M2) <input type="checkbox"/> COMMUNITY AND INSTITUTIONAL DISTRICT (P) <input type="checkbox"/> DIRECT CONTROL DISTRICT (DC) <input type="checkbox"/> DIRECT CONTROL LANDFILL DISTRICT (DC1)		
MUNICIPAL DEVELOPMENT PLAN: RESIDENTIAL CONSERVATION AREA TO AGRICULTURE AREA		AREA STRUCTURE PLAN: RESIDENTIAL CONSERVATION AREA TO AGRICULTURE AREA		
REASON IN SUPPORT OF APPLICATION FOR AMENDMENT: 				
OFFICE USE ONLY				
REPORTS	<input type="checkbox"/> Environmental Site Assessment <input type="checkbox"/> Stormwater Management Plan	<input type="checkbox"/> Biophysical Assessment <input type="checkbox"/> Certificate Of Title	<input type="checkbox"/> Geotechnical Report	
APPLICATION FEE \$1,000.00	RECEIPT #	BYLAW NO. 1472-25		

To council regarding reasons for rezoning of NE 34 59 14 W4
Dec17 / 2024

The previous council in 2015 were instructed by developer not to rezone the Property if any work upgrading RRD 132 was required by the developer as it is Two miles long as this work would not be feasible as the cost of that upgrade would cost over 2 million dollars and if HWY 28 turning lanes were needed that would also cost \$500,000 after repaving in 2015 dollars. As that costs would be more than any possible profit of selling lots not including the cost of the property itself and the necessary development costs. The council at the time agreed, but for some reason this council has put this issue back .

The failure to allow access in the NW corner as previously discussed was not given any guarantee even after all necessary reports and studies would be completed. And no decision is being made regarding this after about one year now.

Council is not making a fire smart public safety decision of this area.

The property was placed up for sale for about 10 months other developers showed some interest but then declined due to not being allowed access in the NW corner for easy access to the county amenities and golf course, rather than driving six miles around to amenities that are 1/2 a mile away.

Both the county's MPS and MPS (Jane Dauphinee) are in favour of allowing the NW access. A reduction of the amount of lots was discussed with MPS to about 45 to reduce the impact on the Bonnie Lake Resorts area, no feedback was received, on this matter.

The above issues are the reason for rezoning back to agriculture then will be subdivided to a 50/50 split with 3 additional lots.

As the subdivisions rules on agriculture land only allow one parcel out of a quarter at a time until a building permit is issued this once again shows a lack of desire for the county of Smoky Lake to encourage developers from development in this region. As most people take years to start building on there property after purchase. Including in this letter is a photo from Strathcona County a quarter section that allows 6 lots on one quarter at one time, common sense thinking for tax revenue potential.

I'm requesting this change in our county's zoning rules.

Casey Tchir

October 2, 2018
1:54 PM

Edit

LIVE ▾



Bylaw 1472-25

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1472-25**

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW NO. 1272-14 BEING THE LAND USE BYLAW, TO AMEND BYLAW NO. 1249-12 BEING THE MUNICIPAL DEVELOPMENT PLAN, TO AMEND BYLAW NO. 1146-07 BEING THE BONNIE LAKE AREA STRUCTURE PLAN FOR SMOKY LAKE COUNTY.

WHEREAS Council has adopted Smoky Lake County Bylaw No.1146-07 to be used at the Bonnie Lake Area Structure Plan;

WHEREAS Council has adopted Smoky Lake County Bylaw No.1249-12 to be used at the Municipal Development Plan;

WHEREAS Council has adopted Smoky Lake County Bylaw No.1272-14 to be used at the Land Use Bylaw;

WHEREAS it is deemed expedient to amend Bylaw No. 1146-07, Bylaw No. 1249-12, and Bylaw No. 1272-14 as set out in Section 692 of the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto;

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

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

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

1. Appendix "B" of the Smoky Lake County Land Use Bylaw No. 1272-14 be amended such that all that portions of NE 34-59-13-W4M containing +/- 57.7 Ha (142.70 acres) in size more or less, as shown on Schedule 'A' be rezoned from Residential (Cluster) Conservation District (R2) to Agriculture District (AG).
2. That Section 7.2 of Bylaw No. 1249-12: Municipal Development Plan is hereby amended such that all portions of NE 34-59-13-W4M as shown on Schedule "B", and being approximately +/- 57.7 Ha (142.70 acres) in size more or less be reclassified from Residential Conservation Area to Agricultural Area.
3. That Bylaw No. 1146-07: Bonnie Lake Area Structure Plan is hereby amended such that all portions of NE 34-59-13-W4M as shown on Schedule "C", and being approximately +/- 57.7 Ha (142.70 acres) in size more or less be reclassified from Residential Conservation Area to Agricultural Area.
4. This Bylaw shall come into effect after third and final reading.

Bylaw 1472-25

READ A FIRST TIME IN COUNCIL THIS 23RD DAY OF JANUARY, AD 2025.

Jered Serben
Reeve

S E A L

Kevin Lucas
Chief Administrative Officer

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2025.

READ A THIRD AND FINAL TIME IN COUNCIL _____ DAY OF _____, AD 2025.

Jered Serben
Reeve

S E A L

Kevin Lucas
Chief Administrative Officer

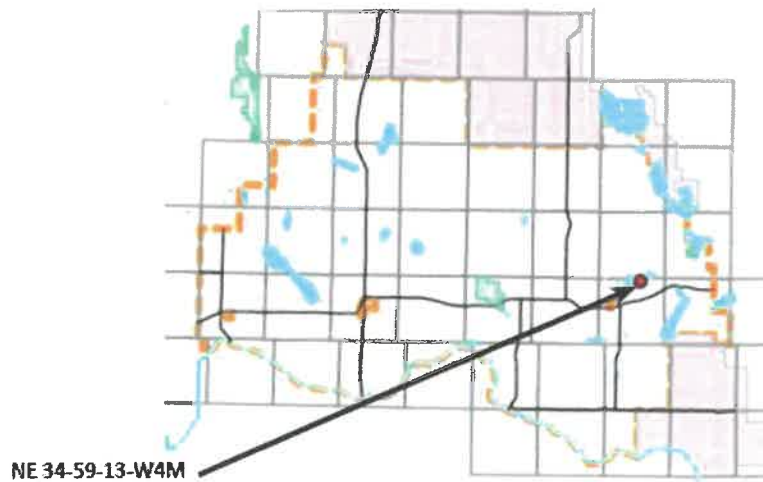
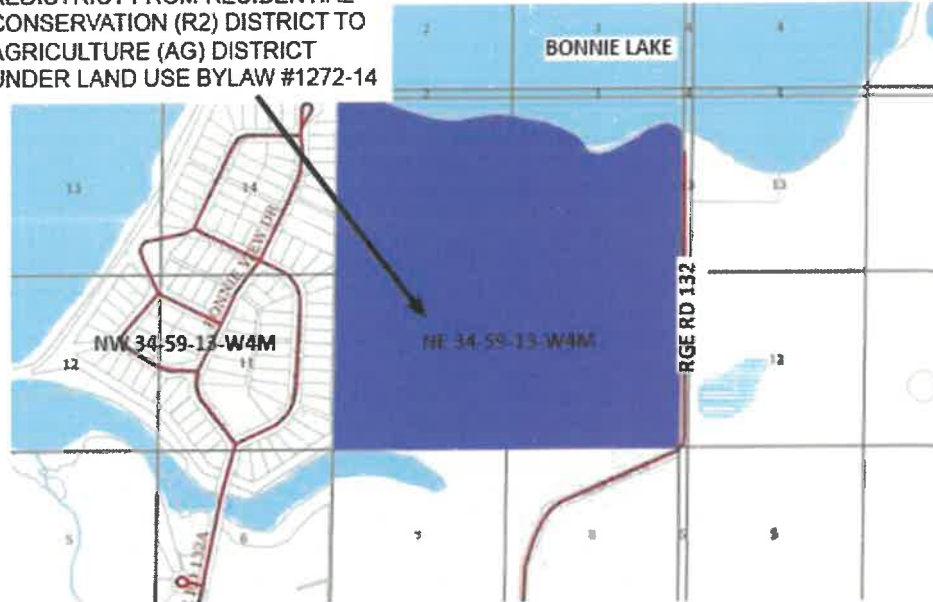
DRAFT

Bylaw 1472-25



SCHEDULE "A" BYLAW NO. 1472-25

REDISTRIBUTE FROM RESIDENTIAL
CONSERVATION (R2) DISTRICT TO
AGRICULTURE (AG) DISTRICT
UNDER LAND USE BYLAW #1272-14

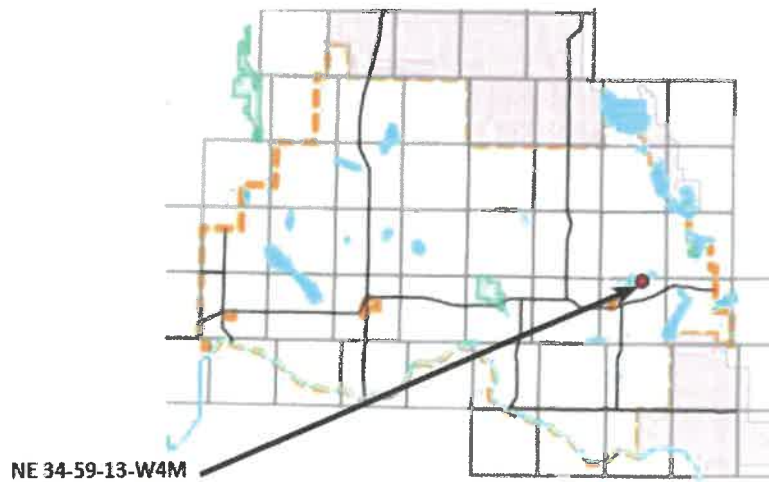


Bylaw 1472-25



SCHEDULE "B" BYLAW NO. 1472-25

RECLASSIFY FROM RESIDENTIAL
CONSERVATION AREA TO
AGRICULTURE AREA UNDER
MUNICIPAL DEVELOPMENT PLAN
BYLAW #1249-12

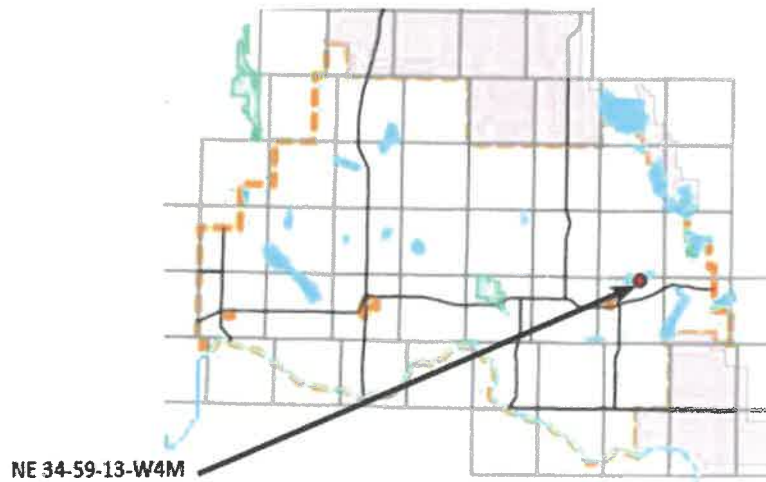


Bylaw 1472-25



SCHEDULE "C" BYLAW NO. 1472-25

RECLASSIFY FROM RESIDENTIAL
CONSERVATION AREA TO
AGRICULTURE AREA UNDER
BONNIE LAKE AREA STRUCTURE
PLAN BYLAW #1146-07





Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.3

Topic: Bylaw No. 1474-25: Regional Joint Use and Planning Agreement (JUPA) – Lakeland Catholic School District

Presented By: Planning & Development Services

Recommendation:

1. That Smoky Lake County Council give Bylaw No. 1474-25, a Bylaw to enter into a regional Joint Use and Planning Agreement (JUPA) with Lakeland Catholic School District, First Reading.
2. That Smoky Lake County Council give Bylaw No. 1474-25, a Bylaw to enter into a regional Joint Use and Planning Agreement (JUPA) with Lakeland Catholic School District, Second Reading.
3. That Smoky Lake County Council give Bylaw No. 1474-25, a Bylaw to enter into a regional Joint Use and Planning Agreement (JUPA) with Lakeland Catholic School District, Permission for Third Reading.
4. That Smoky Lake County Council give Bylaw No. 1474-25, a Bylaw to enter into a regional Joint Use and Planning Agreement (JUPA) with Lakeland Catholic School District, Third Reading.

Background:

On June 10, 2020, the *Municipal Government Act* was amended to require that municipalities enter into JUPAs with school boards that operate within a municipality's boundaries or *may* commence operations within a municipality's boundaries in the future. An initial deadline of June 10, 2023 was established which was subsequently amended by Ministerial Order to June 10, 2025.

An Implementation Fact Sheet produced by the Province is attached, outlining the requirements of a JUPA.

Benefits: Formal agreement between with Lakeland Catholic School District

Disadvantages: Potential for increased maintenance costs related to increased school board use of municipal lands and facilities.

Alternatives: Revise the terms and conditions of the proposed Bylaw.

Financial Implications: Potential increase in maintenance costs related to increased school board use of municipal lands and facilities.

Legislation: Nil.

Intergovernmental: Regional JUPA with Town of Smoky Lake, Village of Waskatenau and Village of Vilna.

Strategic Alignment: Nil.

Enclosure(s):

Enclosure #1:

Bylaw No. 1474-25: Joint Use and Planning Agreement: Lakeland Catholic School Division

Enclosure #2:

Joint Use and Planning Agreement Implementation Fact Sheet

Enclosure #3:

Relevant Legislation

Approved by the CAO:  Date: Feb 5, 2025

Enclosure #1: Bylaw No. 1474-25: Joint Use and Planning Agreement: Lakeland Catholic School Division

Bylaw 1474-25

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1474-25**

**A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA,
TO ADOPT A JOINT USE AND PLANING AGREEMENT FOR SMOKY LAKE COUNTY AND
LAKELAND CATHOLIC SCHOOL DIVISION.**

WHEREAS Council deems it expedient to enter into a Joint Use Planning Agreement or JUPA in accordance with Sections 670.1, 672, and 673 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time, and Section 53.1 of the *Education Act*, S.A. 2012, c. E-0.3 as amended from time to time;

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. Schedule 'A':

- i. The attached **Schedule 'A'** forms a part of this Bylaw.

2. Severability:

- ii. If any part of this Bylaw is found to be invalid, the remaining sections remain in force.

3. Effective Date:

- iii. This Bylaw comes into force and effect upon it receiving Third Reading.

READ A FIRST TIME IN COUNCIL THIS **13TH** DAY OF **FEBRUARY**, AD 2025.

READ A SECOND TIME IN COUNCIL THIS **13TH** DAY OF **FEBRUARY**, AD 2025.

READ A THIRD AND FINAL TIME WITH THE UNANIMOUS CONSENT OF COUNCIL THIS **13TH** DAY OF **FEBRUARY**, AD 2025.

Jered Serben
Reeve

S E A L

Kevin Lucas
Chief Administrative Officer

SCHEDULE 'A'

SMOKY LAKE REGIONAL JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025.

BETWEEN:

SMOKY LAKE COUNTY (of the First Part)
4612 McDougall Dr. Box 310, Smoky Lake, AB, TOA 3C0

AND

VILLAGE OF WASKATENAU (of the Second Part)
5008 - 51st Street, Box 99 Waskatenau, AB, TOA 3P0

AND

TOWN OF SMOKY LAKE (of the Third Part)
56 Wheatland Ave., Smoky Lake, AB TOA 3C0

AND

VILLAGE OF VILNA (of the Forth Part)
Box 10, Vilna, AB TOA 3L0

AND

LAKELAND CATHOLIC SCHOOL DIVISION (of the Fifth Part)
4810-46 Street, Bonnyville, AB T9N 2R2

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain municipally-owned-and-operated park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to support public recreational programs; and

It is the responsibility of the school board to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or

eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school board; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school board; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) **"Agreement"** means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) **"Arbitration Act"** means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) **"Area Structure Plan"** means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) **"Board"** means the Catholic Board.
- e) **"Calendar Day"** means any one of the seven (7) days in a week.
- f) **"CAO"** means the Chief Administrative Officer of a Municipality.
- g) **"Community Use"** means use by members of the general public and not a User Group.
- h) **"Council"** means the municipal council of a Municipality.
- i) **"Education Act"** means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) **"Effective Date"** means June 9th, 2025.
- k) **"Facility Plans"** means the capital plan and facility plan prepared the Board for approval by the Alberta Government.

- l) **"Facility Scheduling Coordinator"** means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.
- m) **"Governing Committee"** means the committee which includes elected officials as established under this Agreement.
- n) **"Hazardous Substance(s)"** means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- o) **"Joint Use Space"** means those portions of a Municipal Facility or School identified in Appendices "A" and "B" as being available for booking by the Parties or User Groups or for Community Use.
- p) **"Municipality"** means the municipal corporations of The Village of Waskatenau, Town of Smoky Lake, Village of Vilna, or Smoky Lake County, or any of their predecessors, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) **"Municipal Development Plan"** means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within a Municipality.
- r) **"Municipal Facility"** means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in **Appendix "A"**.
- s) **"Municipal Government Act"** means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) **"Operating Committee"** means the committee which is comprised of the CAOs and Superintendent as established under this Agreement.
- u) **"Parties"** means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) **"Reserve Land"** means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- w) **"School"** means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in **Appendix "B"**.

- x) **"School Board"** means The Lakeland Catholic School Division and any successor board or authority.
- y) **"School Portion"** means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- z) **"Superintendent"** means the chief executive officer the Board.
- a) **"User Group"** means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Appendix "A" – Municipal Facilities available for Joint Use

Appendix "B" – School Board Facilities available for Joint Use

Appendix "C" – Joint Use Times

Appendix "D" – Operating Guidelines for Joint Use Space

Appendix "E" – School Site Planning Guidelines

Appendix "F" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be **reviewed every five (5) years** with the first such review scheduled in 2030. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.

- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Board and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the School that is available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.

- b) The Parties further acknowledge that the School that is currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Board operates, the Parties agree to consult and involve other municipalities that are served by the same Board on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

- a) Council of the Municipality and the members of the Boards shall meet at least every four (4) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by a Chief Elected Official or the Chairperson of the Board on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- d) Minutes shall be kept for all meetings of Council and the Board. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) GOVERNING COMMITTEE

Membership

- a) The Governing Committee shall consist of one (1) Council member from each municipality and their CAOs or their designate, and one (1) Board members and the Superintendent or their designate from the Board.
- b) The CAO and Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the Superintendent.

Frequency of Meetings

- c) The Governing Committee shall meet on an "as needed" basis.

Roles

d) The role of the Governing Committee shall be to provide recommendations to the Council and Board regarding:

- i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
- ii) Resolution of any issues or matters of disagreement that arise.

Quorum

e) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.

9) OPERATING COMMITTEE

Membership

a) The Operating Committee shall consist of each of the CAOs (or their designate) of the Municipalities and the Superintendent (or their designate) of the Board.

Roles

b) The Operating Committee shall oversee the operation of this Agreement.

c) The role of the Operating Committee shall be to:

- i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Board;
- ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Board;
- iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
- iv) review any approved Operating Directives on an annual basis;
- v) provide a forum for the operational concerns of the Parties to be discussed;
- vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
- vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
- viii) review the Facility Plans of the Board annually;

- ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
- x) determine how available or proposed school sites are allocated based on the annual review of the updated Facility Plans of the Board;
- xi) develop a draft agenda for any meeting of the Council and the Board or the Governing Committee; and
- xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.

Frequency of Meetings and Procedures

- d) The Operating Committee shall meet at the request of either party.
- e) Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
- f) The meetings shall be chaired by a CAO or their designate on a rotational basis. Secretarial support for each meeting shall be arranged by the chairing CAO.
- g) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- h) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
- i) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- j) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Board or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- k) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

10) JOINT USE SPACE

- a) The Municipality shall make available, to the Board, those Municipal Facilities identified as Joint Use Space in **Appendix "A"**.

- b) The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Board shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in **Appendix "B"** respectively.
- d) The Board shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- e) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in **Appendix "C"** unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- f) The CAO may, **upon three (3) months written notice** to the Board, amend **Appendix "A"** to either add to or remove from the list of Joint Use Space provided by the Municipality, all, or any portion of a Municipal Facility.
- g) The Superintendent of the Board may, **upon three (3) months written notice** to the Municipality, add to or remove from the list of Joint Use Space provided by the Board, all, or any portion of its School.
- h) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- i) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- j) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- k) Notwithstanding any other provision in this Agreement, the Municipality and/or the Board may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

11) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines for Joint Use Space which are attached to this Agreement as Appendix "D".

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12) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Board shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be done in consultation with the Municipality in which the new school is to be located.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.
- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Appendix "E". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to the Board nor shall School sites be identified as available to only one Board (if multiple Boards operate within the Municipality) in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves.
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other

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resources at the Municipality's disposal. The decision to commit the use of other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.

- k) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

13) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

14) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;
 - iii) The financial or in kind contributions to be made by each of the Parties;

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- iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

15) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be shared equally by the Municipality and the Board. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

16) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) In the event that undeveloped Reserve Land is not needed by the Board, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- b) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.

c) If the Municipality opts to acquire the undeveloped Reserve Land, the Municipality shall take the Reserve Land as is, where is. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.

d) If the Municipality opts to acquire the Reserve Land and the land has Board facilities on it, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality, at an agreed upon cost, to the Municipality.

e) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:

- i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
- ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

17) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Appendix "F" for non-operational disputes.

18) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

19) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

20) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Board is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Board.

21) NON-WAIVER

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

22) NON-STATUTORY WAIVER

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

The Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

23) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be

severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

24) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
- i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

25) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

26) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

27) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

28) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Board.

29) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendent using the mailing address for their respective offices as shown below:

SMOKY LAKE COUNTY
4612 McDougall Dr. Box 310, Smoky Lake, AB, T0A 3C0

VILLAGE OF WASKATENAU
5008 - 51st Street, Box 99 Waskatenau, AB, T0A 3P0

TOWN OF SMOKY LAKE
56 Wheatland Ave., Smoky Lake, AB T0A 3C0

VILLAGE OF VILNA
Box 10, Vilna, AB T0A 3L0

LAKELAND CATHOLIC SCHOOL DIVISION
3600 48 Ave., Athabasca, AB, T9S 1M8

Email notification to the CAO or Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

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SMOKY LAKE COUNTY

PER: _____
JERED SERBEN, REEVE

PER: _____
KEVIN LUCAS, CAO

VILLAGE OF WASKATENAU

PER: _____
RICHARD WARREN, MAYOR

PER: _____
BERNICE MACYK, CAO

TOWN OF SMOKY LAKE

PER: _____
AMY CHERNIWCHAN, MAYOR

PER: _____
DAWN PHILLIPS, CAO

VILLAGE OF VILNA

PER: _____
LEROY KUNYK, MAYOR

PER: _____
EARLA WAGAR, CAO

LAKELAND CATHOLIC SCHOOL DIVISION

PER: _____
TESSA HETU, SECRETARY-TREASURER

PER: _____
SHELDON GERMAIN, SUPERINTENDENT

Appendix "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Mushroom Park	PLAN 6434KS, BLOCK 11, LOT R In the Village of Vilna	Playground and picnic amenities
Waskatenau Ball Diamond	PLAN 7520963, LOT 23	Fully-fenced ball diamond with dugouts, batting cage, electronic scoreboard, concessions and washrooms
Waskatenau Nature Trail	PLAN 781NY LOT OT, and PLAN 4696HW LOT 20	Unpaved nature trail for walking and nature viewing
Waskatenau Curling Rink	PLAN 4934CD, BLOCK R	2-Sheet curling rink
Waskatenau Riding Arena	PLAN 6353ET, BLOCK 14	85' x 185' indoor horse-riding arena
Waskatenau Outdoor Skating Rink and Skateboard Park	PLAN 8320392, LOT 3	Outdoor basketball and skateboard park (spring/summer/fall) and skating rink (winter)
Waskatenau Fitness Center	PLAN 6353ET, BLOCK 14	Fully-equipped workout gym
Waskatenau Seniors' Drop-In Centre	PLAN 4934CD, BLOCK R	Drop-in center with kitchen and meeting space

Waskatenau Lions Club Playground	PLAN 4934CD, BLOCK R	Outdoor playground
Smoky Lake Curling Rink	PLAN 803CL, BLOCK R (RESERVE)	3-Sheet curling rink, kitchen facilities and meeting space
Smoky Lake Seniors' Drop-In Center	PLAN 803CL, BLOCK 4, LOT 19	Meeting space and kitchen facilities
Smoky Lake Kinsman Park	PLAN 8120751, BLOCK 3, LOT 47-MSR	Playground with rubber surface, spray park, tennis courts, family pavilion and skatepark
Smoky Lake Museum	PLAN 8120751, BLOCK 6, LOT 12	Museum showcasing the history of Smoky Lake
CN Train Station	PLAN 9023395, RAILWAY RIGHT-OF-WAY WITHIN TOWNSHIP 59, RANGE 17, WEST OF THE 4 TH MERIDIAN	Museum and tourist information center
Smoky Lake Golf Course	Pt. of SE-28-59-17-W4M	9-Hole golf course, clubhouse and kitchen facilities
Warspite Ball Diamond	PLAN 2998HW, LOT OT	Ball diamond
Bellis Ball Diamond	Pt. of NE-34-59-15-W4M and Pt. of NE-34-59-15-W4M	Ball diamond
Bellis Playground	PLAN 1039CL, BLOCK 4 LOTS 9, 10, 11	Playground facilities and greenspace

Appendix "B" – School Board Facilities Available for Joint Use

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Holy Family Catholic School	PLAN 1995CL, LOT 5 in the Village of Waskatenau	Gym, ball diamond, playground, library and field

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums, playing fields and playgrounds. Regular classrooms, library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

Appendix "C" – Joint Use Hours

Facility Type	Available Hours
Holy Family Catholic School	Monday through Thursday: 16:30-21:00 Friday & Saturday: 08:00-00:00 Sunday: 08:00-21:00
Municipal Facilities for School Use	Monday through Thursday: 08:00-21:00 Friday & Saturday: 08:00-00:00 Sunday: 08:00-21:00
Municipal Playing Fields and Municipal Playgrounds for School Use	Monday through Sunday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00

School Buildings shall not be available on Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.

Community use of School Facilities outside of Joint Use Hours may be considered through special request. Board use of Municipal Facilities outside of Joint Use Hours may be considered through special request.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Appendix "D" – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator;
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked;
- Engage in activities that are recreational, cultural or educational in nature;
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government;
- Be non-profit; and
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group's prior use of any Joint Use Space;
- The group has failed to provide the required insurance;
- The group has failed to pay for damages which occurred as a result of the group's prior use of any Joint Use Space; or
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal's Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement for a User Group shall be not less than TWO MILLION DOLLARS (\$2,000,000).

Booking Joint Use Space

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Booking the use of Joint Use Space within Schools by User Groups shall be made through the School's administration.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the School's administration. The administration shall provide as much notice of the cancellation as reasonably possible, and shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time by providing notice to the School's administration.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Municipality's administration. The Municipality's administration shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time by providing notice to the Municipality's administration.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment;
- Wear and tear on the facility and/or equipment;
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians;
- computer lab technicians necessary for the use of the Joint Use Space;
- Any additional janitorial or custodial services related to the use of the Joint Use Space; and/or
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

A fee schedule will be updated annually by the Board for the use of space within schools.

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing, and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Redevelopment” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off-line for a 12-month period.

Playfield Maintenance of Playing Fields on Municipal lands shall be the responsibility of the Municipality and Playfield Maintenance of Playing Fields on School lands shall be the responsibility of the respective Board. The Parties agree to ensure that field markings are in place at the

commencement of the spring/summer season. The Board will not be responsible for field markings that are not required for the School to perform its function. Additional field markings will not be provided by the School.

Each Party shall perform regular assessments on Playfield conditions to determine short term and long term maintenance, or as appropriate, Refurbishment required for each Playfield. The Parties shall advise each other of any major Refurbishment or Redevelopment of Playfields.

Each Party shall be responsible for the development of Playing Fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to Playing Fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a Playing Field has been upgraded by a Board, the responsibility for maintaining that Playing Field shall pass to the Board and all costs of maintaining the upgraded Playing Field shall be paid by the Board.

Maintenance of Playgrounds shall be the responsibility of the Party upon whose lands the Playground is located. Maintenance of Playgrounds does not include or guarantee replacement of the Playground.

Despite the identity of the Party that funded or installed a Playground, the Party upon whose land it is located shall at all times have the right to remove the Playground if ongoing maintenance of the Playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the Playground is at the sole discretion of the Party upon whose land it is located.

Appendix “E” – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality’s plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each Board.

For the Public Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Site Shape and Configuration

Wherever possible, each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area. The configuration of a new school site shall be agreed upon by the Municipality and the Board prior to transfer of lands to the Board.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided wherever possible.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Appendix "F" – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within **14 calendar days** after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, **within 14 calendar days** of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection **within 10 calendar days** of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts **within 14 calendar days** of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed **ninety (90) calendar days** from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after **ninety (90) calendar days** from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12.
14. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.
15. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in the *Arbitration Act*.
16. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

Implementation Fact Sheet

Municipal Government Act (MGA)

Joint Use and Planning Agreements

Relevant Legislation

MGA: s.670.1, s.672, s.673
Education Act: s.53.1

MGA Requirements

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land. More than one municipality or school board may be a party to a JUPA.

On June 10, 2020, the MGA was amended to require municipalities to enter into JUPAs with school boards. These agreements must be in place by June 10, 2023.

What do municipalities need to know?

Municipalities are required to enter into JUPAs with school boards operating within their municipal boundaries. This requirement also applies to any other school board that may commence operations in the future. S. 670.1 (1),(2)

A JUPA must establish a process for discussing:

- the planning, development and use of school sites on MR, SR and MSR land in the municipality,
- the transferring of MR, SE and MSR land between a municipality and a school board (s.672, s.673 of the MGA),
- the disposal of school sites on MR, SR and MSR land, and
- the use of school facilities, municipal facilities, and playing fields on MR, SR and MSR land

including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them.
S.670.1(3)(a)(i)-(v)

A JUPA must also:

- outline how a municipality and school board will work collaboratively,
- establish a dispute resolution procedure, and
- establish a timeframe for regular review of the agreement. s.670.1(b)-(d)

Municipalities and school boards who have existing Joint Use Agreements in place should review their agreements to ensure that they meet the JUPA requirements set out in the MGA.

The Ministers of Municipal Affairs and Education have the authority to extend the three-year timeline requirement for entering into a JUPA.

What resources are available to assist?

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at:
<https://www.alberta.ca/alberta-kings-printer.aspx>

Questions:

Phone: 780-427-2225
Toll-free in Alberta: 310-000
Email: lqsmail@gov.ab.ca

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at: <https://www.alberta.ca/alberta-kings-printer.aspx>

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Classification: Public

Enclosure #3: Relevant Legislation

Municipal Government Act R.S.A. 2000, c. M-26

Section 670.1 – Joint Use and Planning Agreements

- (1)** Where on the coming into force of this section a school board is operating within the municipal boundaries of a municipality, the municipality must, within 3 years after this section comes into force, enter into an agreement under this section with the school board.

- (2)** Where after the coming into force of this section a school board commences operating within the municipal boundaries of a municipality, the municipality must, within 3 years after the school board commences operating in the municipality, enter into an agreement under this section with the school board.

- (3)** An agreement under this section must contain provisions
 - (a)** establishing a process for discussing matters relating to
 - (i)** the planning, development and use of school sites on municipal reserves, school reserves, school reserves and municipal and school reserves in the municipality,
 - (ii)** transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality,
 - (iii)** disposal of school sites,
 - (iv)** the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality, and
 - (v)** the use of school facilities, municipal facilities and playing fields on municipal reserves, school reserves and municipal and school reserves in the municipality, including matters relating to the maintenance of the facilities and fields and the payment of fees and other liabilities associated with them,
 - (b)** respecting how the municipality and the school board will work collaboratively,
 - (c)** establishing a process for resolving disputes, and
 - (d)** establishing a time frame for regular review of the agreement,

and may, subject to this Act, the regulations, the *Education Act* and the regulations under that Act, contain any other provisions the parties consider necessary or advisable.

- (4) More than one municipality may be a party to a joint use and planning agreement.
- (5) A joint use and planning agreement may be amended from time to time as the parties consider necessary or advisable.
- (6) The Minister may make regulations respecting joint use and planning agreement criteria, requirements and exemptions and any other matters respecting joint use and planning agreements.

Section 672– Transfer of School and Other Reserves to Municipality

- (1) If a school board holds an interest in a school reserve, municipal and school reserve or municipal reserve under this Part or the former Act and declares that the reserve is surplus to the school board's needs, the school board must transfer its interest in the land to the municipality where the reserve is located, for the consideration of agreed on between them.
- (2) On the registration in a land titles office of a transfer of land or an interest in land under subsection (1), the Registrar must designate the land as a municipal reserve.
- (3) Despite subsection (2), the council of a municipality may by bylaw require the school building footprint of the school reserve, municipal and school reserve or municipal reserve referred to in subsection (1) to be designated as community services reserve, in which case the Registrar, on receipt of a copy of the bylaw and a survey plan on which the school building footprint is outlined, must
 - (a) issue a new certificate of title for the school building footprint with the designation of community services reserve, which must be identified by a number suffixed by the letters "CSR", and
 - (b) issue a new certificate of title for the remaining land with the designation of municipal reserve, which must be identified in accordance with section 665(2)(a).
- (4) The certificate of title for a community services reserve or a municipal reserve under this section must be free of all encumbrances as defined in the *Land Titles Act*.

- (5) In subsection (3), “school building footprint” means
- (a) the portion of the reserve on which a school building and accompanying parking lot is situated, or
 - (b) if no school building is situated on the reserve, the area of land on which a school and accompanying parking lot would be located if they had been built as determined by the municipality.

Section 673– Transfer to School Authority

- (1) A municipality may transfer municipal reserve or its interest in municipal and school reserve to a school board.
- (2) On the registration in a land titles office of a transfer of land or an interest in land under subsection (1), the Registrar must designate the land as school reserve.
- (3) If a transfer of land or an interest in land is effected pursuant to this section, the requirements of sections 674 and 675 do not apply to the transfer.

Education Act R.S.A. 2012, c. E-0.3

Section 53.1 – Joint Use and Planning Agreements

- (1) In this section, “municipal reserve”, “municipal and school reserve”, and “school reserve” have the meanings given to them in section 616 of the *Municipal Government Act*.
- (2) Where on the coming into force of this section a board is operating within the municipal boundaries of one or more municipalities, the board must, within 3 years after this section comes into force, or if the Minister extends that period under subsection (4), within the extended period, enter into an agreement under section 670.1 of the *Municipal Government Act* with each of the municipalities.
- (3) Where after the coming into force of this section a board commences operating within the municipal boundaries of a municipality, the board must, within 3 years after it commences operating in the municipality, or if the Minister extends that period under subsection (4), within the extended period, enter into an agreement under section 670.1 of the *Municipal Government Act* with the municipality.

- (4)** The Minister may extend the 3-year period under subsection (2) or (3) in respect of all boards or one or more specified boards.
- (5)** More than one board may be a party to an agreement referred to in this section.
- (6)** An agreement may be amended from time to time as the parties consider necessary or advisable.



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.4

Topic: Surface Lease of Municipally-Owned Properties - SW-8-62-13-W4M & SE-8-62-13-W4M

Presented By: Jordan Ruegg, Planning and Development Manager

Recommendation:

That Smoky Lake County Council reject the offer to lease the lands legally described as SW-8-62-13-W4M & SE-8-62-13-W4M, in the amount of \$510.00/year, dated January 27, 2025, received from Mr. John Romaniuk, in response to the Limited Invitation to Tender extended by Smoky Lake County.

Background:

At its December 12, 2024 Council meeting, Smoky Lake County Council instructed administration to prepare and advertise a Limited Invitation to Tender, pursuant to County Policy No. 13-01, for the lease of municipally-owned lands legally described as SW-8-62-13-W4M & SE-8-62-13-W4M. Administration received one (1) Tender which is attached for reference.

Benefits: Additional revenue for the County; less maintenance costs for maintaining County-owned lands.

Disadvantages: According to Policy No. 13-01, a Right of First Refusal will be written into a surface lease agreement which would allow the leaseholder the first opportunity to purchase the lands that they hold a lease for in the event that a third-party offer is made to purchase said lands. This clause may prevent the sale of municipally-owned lands for development purposes. The minimal revenue that would be generated by accepting the tender could be outweighed by the negative impacts on potential sale and/or development opportunities.

Alternatives: Accept the offer to lease as presented or make a counter-offer to the tenderer.

Financial Implications: There are no financial or budget implications to this recommendation.

Legislation: Nil.

Intergovernmental: Nil.

Strategic Alignment: Nil.

Enclosure(s):

Enclosure #1 – Offer to Lease SW-8-62-13-W4M & SE-8-62-13-W4M – John Romaniuk

Enclosure #2 – Policy No. 13-01: Surface Lease of Municipally-Owned Properties

Approved by the CAO:

A handwritten signature in black ink, appearing to be "J. Ruegg", written over a horizontal line.

Date:

Feb 5, 2025

Enclosure #1 – Offer to Lease SW-8-62-13-W4M & SE-8-62-13-W4M – John Romaniuk

January 27,2025

ATTN: Planning and Development Department
Re. Bid for leasing of Municipally owned Properties in the Smoky Lake County

I, John Romaniuk, am interested in submitting a bid to lease the municipal owned properties : SW 8-62-13- wth of the 4 th
and SE 8-62-13 - wth of the 4 th
for agricultural purposes to graze cow/calf pairs

Prior to 2024 I had leased these said land for approximately 30 years .
I lease the lands immediately south of this land , section 05-62-13 wth of the 4th ,
in which approximately 60,acres belonged to this provincial lease and on wet years the only access to these 60 acres of pasture was from these county quarters .

The number of animals put on that lease in order to prevent environmental damage was based on provincial standards which are the animal units per month (AUM's)
Which allowed us , on normal years , to graze 8cow/calf pairs plus 1 bull for 4.5 months .

My price to lease this land , based on the provincial rates on my adjacent leases ,is
\$ 510.00 per year plus land taxes which would be owed to the county

John A Romaniuk



Signature : *John Romaniuk*

JAN 27 2025

Enclosure #2 – Policy No. 13-01: Surface Lease of Municipally-Owned Properties

SMOKY LAKE COUNTY



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

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 2 of 12 E

Policy Statement and Guidelines:	
3.1.4	If a bid is deemed to be incomplete, at the sole discretion of the County, it may be rejected.
3.2	<u>Lease Terms</u>
3.2.1	The term of a lease for municipally-owned properties shall not exceed (5) five-years.
3.2.2	The County, at its sole discretion, and after providing 60-days notice, may cancel a lease at any time, for any of the following reasons: <ul style="list-style-type: none"> ▪ the lessee requests the cancellation of the lease; ▪ the leased property is not being used for the purpose for which it was leased; ▪ the lease was issued in error; ▪ the lessee fails to pay the required lease fees by the due date; ▪ the lessee has failed to comply with the terms and conditions of the lease agreement; and ▪ the County, at its sole discretion, determines that the leased property is required for municipal purposes or wishes to dispose of the land via sale.
3.2.3	Lease payments are to be made annually as per the successful bid, and shall include the payment of all applicable taxes on the property.
3.2.4	Leaseholders have thirty (30) days to pay the invoiced amount in full to the County.
3.2.5	If payment is not received by the County within 30 days of the invoice date, the leaseholder is in default of their lease agreement and will be notified accordingly. If the outstanding fees are not paid in full within sixty (60) days of the invoiced date, the lease agreement may be unilaterally terminated by the County.
3.2.6	A minimum of Two Million Dollars (\$2,000,000.00) personal Liability Insurance, with Smoky Lake County as named insured, must be maintained for the duration of the lease and shall provide proof of such insurance to the satisfaction of the County upon demand.
3.2.7	Leaseholders shall, at all times, indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever that may be lawfully brought or made against the County by reason of anything done by the leaseholder, your invitees, or agents, whether or not such things are done in the exercise or purposed exercise of the rights herein conferred upon you. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the leaseholder, their invitees, or agents in the performance of the lease agreement.

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

Policy Statement and Guidelines:

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

3.3 Lease Agreements

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

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

Policy Statement and Guidelines:

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

4. PROCEDURES:

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

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

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

	Date	Resolution Number
Approved	March 20, 2001	# 338 - Page # 7053
Amended	April 25, 2022	# 319 - Page # 7253
Amended	February 15, 2023	# 372 - Page # 15506
Amended		



Schedule "A"

LIMITED INVITATION TO TENDER Lease of Municipally-Owned Properties

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

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

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

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

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

TENDER CLOSING: MONTH 00, 20__.

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

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

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

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

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

ALL BIDS MUST INCLUDE THE FOLLOWING INFORMATION:

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

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

Posted: Month Day and Year on Website: _____

Name: _____

Title: _____

Smoky Lake County



Schedule "B"

SURFACE LAND LEASE AGREEMENT

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

BETWEEN:

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

OF THE FIRST PART

- AND -

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

OF THE SECOND PART

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

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

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

1. Lease Site:

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

2. Purpose:

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

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

3. Term:

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

4. Annual Payment:

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

\$ _____ **plus GST.**

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

5. Taxes:

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

6. Land Management:

6.1 Noxious Weeds:

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

6.2 **Right to Enter:**

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

6.3 **Buildings and Improvements:**

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

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

7. **Liability:**7.1 **Insurance:**

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

7.2 **Indemnification:**

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

8. Non-Assignment:

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

9. Applicable Law

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

10. Termination:

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

10.1 County:

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

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

10.2 Leaseholder:

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

11. Notice:

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

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

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

ATTENTION: Planning and Development Manager

The Leaseholder: _____

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

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

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

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

SIGNED AND DELIVERED }
in the presence of: } **SMOKY LAKE COUNTY**
} _____
Witness _____ C.A.O.

SIGNED AND DELIVERED }
in the presence of: } **LEASEHOLDER**
} _____
Witness _____ Leaseholder's Signature

Enclosure #4 – Draft Limited Invitation to Tender

Section 13

Policy 01-03



Schedule "A"
LIMITED INVITATION TO TENDER
Lease of Municipally-Owned Properties

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

Tender #	Legal Description of Property	
1	SW 8-62-13-W4	+/- 153.50 acres
2	SE 8-62-13-W4	+/- 125.10 acres
3	SW 12-61-16-W4	160.00 acres

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

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

by to 4:00:00 P.M. on JANUARY 31, 2025.

Bids will not be accepted after this time.

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

Municipal Land Surface Lease Agreement: The successful bidder shall enter into a Surface Lease Agreement with the County pursuant to Policy No. 13-01.

Terms of Lease: The term of the Municipal Land Surface Lease shall be for a five (5) year term:

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

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

ALL BIDS MUST INCLUDE THE FOLLOWING INFORMATION:

- Legal name, address and contact information (phone number and email whenever possible) of the bidder;
- Legal land description of municipally-owned property the bidder wishes to lease;
- Bid amount;

- **Purpose of intended use(s) or activity relating to the municipally-owned property;**
- **Date and authorized signature of the bidder.**



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.5

Topic: Retuning Officer & Substitute Returning Officer for the 2025 Municipal Election

Presented By: CAO

Recommendation:

That Smoky Lake County appoint Stephanie Mahon, as the Returning Officer for the 2025 general Municipal Election, in compliance with the *Local Authorities Election Act*, to be held on October 20, 2025.

That Smoky Lake County appoint Kevin Lucas, as the Substitute Returning Officer for the 2025 general Municipal Election, in compliance with the *Local Authorities Election Act*, to be held on October 20, 2025.

Background:

The County advertised to fill the Returning Officer position on the County’s website November 21, December 6, 11, 28, 2024 & January 8, 2025, as well as posted it in the December Grapevine.

Benefits: Mandatory to perform the duties required of conducting the election.

Disadvantages: Unknown

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

Financial Implications: The 2025 municipal election total budget is \$25,000

Legislation: *Local Authorities Election Act (LAEA)*:

Appointment of returning officer and substitute returning officer

13(1) An elected authority may, by resolution, appoint a returning officer for the purposes of conducting elections under this Act by June 30 of the year in which the election occurs or, for a by-election or vote on a question or bylaw, in the resolution or bylaw that fixes the day for the by-election or vote on a question or bylaw.

(2) If the elected authority does not appoint a returning officer, the secretary is deemed to have been appointed as the returning officer.

(2.1) An elected authority must, by resolution, appoint a substitute returning officer by June 30 of the year in which the election occurs or, for a by-election or vote on a question or bylaw, in the resolution or bylaw that fixes the day for the by-election or vote on a question or bylaw.

(3) The following persons shall not be appointed as a returning officer or substitute returning officer for a local jurisdiction:

- (a) a candidate for the elected authority for that local jurisdiction;
- (b) in respect of a candidate for the elected authority for that local jurisdiction, the candidate’s spouse, adult interdependent partner, child, parent or sibling.

(4) If, through illness, absence or other incapacity, the returning officer is incapable of performing the duties of returning officer, the substitute returning officer has and may exercise all the duties, functions and powers of a returning officer for the purposes of conducting elections under this Act.

RSA 2000 cL-21 s13;2018 c23 s7;2020 c22 s4;2024 c11 s1(7)

Intergovernmental: *Municipal Affairs*

Strategic Alignment: N/A

Enclosure(s): N/A

Signature of the CAO:



Request for Decision (RFD)

Meeting Date: Thursday, November 14, 2024

Agenda Item: #7.6

Topic: Recreational Area Facility Supervision and Cleaning Services Contract Award

Presented By: CAO

Recommendation:

Motion #1

That Smoky Lake County enter into a three-year contract agreement for Campground / Recreational Area Supervision & Caretaking Services with Jaclyn Jarema, for the period of May 1st to November 1st in each year from 2025 to 2027, at the following locations described as:

Hanmore Lake East: 16 campsites, 1 group campsite, 1 day-use area, 1 camp kitchen,
Hanmore Lake West: 39 campsites, 1 day-use area, 1 camp kitchen, and 1 boat launch,
Island Lake: 9 campsites, 1 day-use area, 1 boat launch.

Motion #2

That Smoky Lake County enter into a three-year contract agreement for Campground / Recreational Area Supervision & Caretaking Services with Fran Byers and Richard Sadowinski, for the period of May 1st to November 1st in each year from 2025 to 2027, at the following location described as: Mons Lake, containing 9 campsites, 2 boat launches, 2 day-use areas with playgrounds.

Motion #3

That Smoky Lake County acknowledge there were no proposals received by the deadline of January 6, 2025, for the 2025 to 2027 Campground / Recreational Area Supervision & Caretaking Services at Bellis Beach and Kaduk Lake, in response to the County's Request for Proposals (RFP).

Background: Smoky Lake County has been contracting County Recreational Lake Supervision and Cleaning Services for decades for the following lakes. All current contracts expired at the end of 2024. A Request for Proposal was advertised in mid-November 2024 for interested parties to make submissions.

Benefits: Ensures recreational camping continues for residents and visitors and contracted supervision ensures greater on-site control over facility during weekends.

Disadvantages: Unknown

Alternatives: Discretion of Council.

Financial Implications:

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: N/A

Enclosure(s):

Signature of the CAO: 



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.7

Topic: February Requests for Donations

Presented By: Brenda Adamson, Finance

Recommendation:

Motion #1: That Smoky Lake County provide funding in the amount of \$? towards the Vilna & district Agricultural Society Comedy night, scheduled for February 28, 2025, in response to the letter request received from Tamara Flondra, dated January 14, 2024

Motion #2: That Smoky Lake County provide funding in the amount of \$? Towards Spedden Fish and Game Association Family Day Fishing Event, scheduled for February 16, 2025, in response to the letter request received from Chris Habiak February 4, 2025

Background:

There are two requests for this meeting:

1. We have received a request for sponsorship from the Vilna & District Agricultural Society towards the Comedy Night with Quick Dick McDick to be held Feb 28, 2025. The Ag Society further clarified its request:
 - a. the Ag Society is requesting \$1500 for the event.
 - b. Approximate cost of the event will be around \$10,000.
 - c. Sponsorship recognition and advertising would be as follows: recognition on all social media posts leading up to the event (this includes our paid facebook event ads) as well as sponsorship recognition on our website. At the event we would do multiple shout outs thanking the County for their sponsorship and have numerous sponsorship posters/banners displayed at the event.
2. Spedden Fish and Game Association is requesting monetary donations and items for their Family Fishing Day event.

Benefits:

Supports local events

Disadvantages:

Alternatives:

Council could chose to not contribute to these events.

Financial Implications:

The budget for grants and organizations unspent is \$30,000. No funds have been granted out yet.

Legislation:

na

Intergovernmental:



Request for Decision (RFD)

na

Strategic Alignment:

na

Enclosure(s):

1. *Vilna Agricultural Society letter*
2. *Spedden Fish and Game Association letter*

Signature of the CAO:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.



Spedden Fish and Game Association



To whom it may concern,

As Spedden Fish and Game is non-profit, our organization relies on the generosity of individuals and businesses like you. We write to you today to put forward a request for donation to our group's latest event. We hope that you will support our non-profit organization that helps promote through education, advocacy and programs, the conservation and utilization of fish and wildlife and to protect and enhance the habitat they depend upon.

We will be hosting our Family Fishing Day event Sunday February 16th, 2025 from 11:00 am to 3:00 pm on Garner Lake AB. Our goal is to get people out and about, enjoying a wonderful winters' day in Alberta, as well as engage the community in the sport of ice fishing. We will be offering free food and drinks throughout the event. Our day will close with the awarding of prizes in 9 different categories. Momentary donations, items for prizes or specific food items would be greatly appreciated.

Thank you in advance for your time and consideration. All contributors names will be mentioned and thanked the day of our event and on our social media/website.

Should you have any questions associated with this request please do not hesitate to contact Chris Habiak, President of Spedden Fish and Game Association, at speddenfishandgame@gmail.com (780-646-2626) to arrange pick up of your contribution.

Thank you in advance for your generosity.

Sincerely,

Chris Habiak – President

speddenfishandgame@gmail.com
<https://speddenfishandgame.wixsite.com/speddenfishandgame>



Vilna Agricultural Society

Tamara Flondra
President
Box 440
Vilna, AB T0A 3L0
vilnaagsociety@gmail.com

January 14, 2025

Smoky Lake County

4612 MacDougall Drive
Smoky Lake, Ab T0A 3C0

Dear Smoky Lake County,

Request for Sponsorship for Comedy Night with Quick Dick McDick – February 28, 2025

On behalf of the Vilna & District Agricultural Society, I am writing to invite the County of Smoky Lake to become a sponsor for our upcoming event, Comedy Night with Quick Dick McDick, which will be held on February 28, 2025.

The Vilna Agricultural Society is committed to providing engaging and enjoyable experiences for community members. By becoming a sponsor, the Smoky Lake County will play a crucial role in ensuring the success of this event while showcasing your ongoing support for local initiatives that benefit the community.

Your sponsorship will contribute to various event costs, such as venue setup, promotional materials, and event activities. In return, we will provide the County with visibility and public recognition throughout the event, including on-site signage and promotional materials.

We would be grateful for any level of support Smoky Lake County can provide.

Should you have any questions or need further information about the event or sponsorship opportunities, please feel free to contact me directly at 1(780) 614-7318 or vilnaagsociety@gmail.com. We would be happy to discuss how your organization can be involved.

Thank you for considering this request. We look forward to the opportunity to partner with the Smoky Lake County in making Comedy Night with Quick Dick McDick a resounding success.

Sincerely,

Tamara Flondra
President
Vilna & District Agricultural Society



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.8

Topic: FCSS Applications

Presented By: Brenda Adamson / Fnance

Recommendation:

That Smoky Lake County approve to allocate funding from the 2025 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:

\$6,500 to Town of Smoky Lake Library Board for 2025 family programing

Background:

There is one application from the Smoky Lake Library. The application is for funding towards the Storytime, after school, family and adult programs offered.

Benefits:

Smoky Lake County contributes FCSS funds to the library each year:

- 2024: 6,500
- 2023: 3,250
- 2022: 6,500

The Library programs help youth and families develop interpersonal and group skills

Disadvantages:

n/a

Alternatives:

Council can approve no funding or can choose an amount other than the amount requested.

Financial Implications:

The budget is	\$24,377
Granted:	
Waskatenau Library	\$1,706
Vilna Agriculture Society	\$1,875
Vilna Veselka Dance	\$1,500
Balance available	\$19,296

(We have not received an application for Summer Camps yet)

Legislation:

Policy 08-17-01 Family and Community Support Services

Intergovernmental:

n/a



Request for Decision (RFD)

Strategic Alignment:

n/a

Enclosure(s):

A Application from Library

Signature of the CAO:

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned to the right of the "Signature of the CAO:" label.

SCHEDULE "A"

SMOKY LAKE COUNTY -- FCSS GRANT APPLICATIONLEGAL REGISTERED NAME OF ORGANIZATION: Town of Smoky Lake Library BoardADDRESS: 490 Smoky Lake T0A 3C0
Box City or Town Postal CodePHONE #: 780-656-4212 FAX #: 780-656-4212CONTACT PERSON: Lise van der Vaart EMAIL: lvandervaat@smokylakelibrary.ab.ca▶ **COMPLETE THIS APPLICATION IN ITS ENTIRETY**

1. Is your organization registered as a not-for-profit entity? Yes No
2. Does your organization operate within Smoky Lake County region? Yes No
3. Project Description (Include amount requested)

We kindly request \$6500 towards our library programs. We offer programs for all ages - Storytime, After School Program, Family Programs, And Adult Programs.


4. What is the target group or population you wish to reach with this program?
 - Infants/Toddlers – 0-3 years
 - Preschoolers – 3-5 years
 - Children 5-12 years
 - Youth 12-18 years (The FRN runs an excellent youth program, so this is not a target at this point).
 - Adults
 - Seniors
 - Families
 - Community
5. Please select the main strategic social direction of the program.
 - Help people develop independence, strengthen coping skills, and become more resistance to crisis
 - Help people develop an awareness of social needs.
 - Help people develop interpersonal and group skills which enhance constructive relationships among people.
 - Help people and communities assume responsibility for decisions and actions which affect them.
 - Provide support that helps sustain people as active members of the community.

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? Staff
8. What indicators of success will you use? How will you know the program has been successful? What is your outcome statement? Repeat participation.
Participants experience personal well-being and a sense of community connection.
9. What measurement tool will you use to measure success? (survey, interview, documentation review, observation, focus group, or case studies)
Repeat participation, observation, oral feedback and surveys.

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: Lise van der Vaart

Signature: 

Position: Library Manager

Date: February 5, 2025



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.9

Topic: Policy Statement No. 62-10-10 Agricultural Service Board Business Plan 2025

Presented By: Agricultural Department

Recommendation:

That Smoky Lake County Council amend Policy Statement No. 62-10-09 Agricultural Service Board Business Plan 2024 to include changes made to Policy Statement No. 62-28-06 Mowing Program, 1080 Toxicant recall, Canola Flower Midge monitoring, and Animal Control Technician position. And additionally include Policy Statement No. 62-30-01 Animal Health & Emergency Preparedness.

Background:

Smoky Lake County Agricultural Service Board established the Agricultural Service Board Business Plan in 2010 to track duties carried out as part of the agreement with Alberta Agriculture to ensure compliance with all the duties related to the *Weed Control Act*, *Soil Conservation Act*, *Agricultural Pest Act* and *Agricultural Service Board Act*.

Smoky Lake Agricultural Service Board has used the Business Plan as a way of tracking changes and improvements to the ASB Program and ensuring compliance with duties laid out by Alberta Agriculture, Forestry and Irrigation.

Benefits:

Provides ASB Staff with guidance and ensures compliance.

Disadvantages:

N/A

Alternatives:

N/A

Financial Implications:

N/A

Legislation:

Smoky Lake County has an obligation to carry out duties related to the *Weed Control Act*, *Soil Conservation Act*, *Agricultural Pest Act* and *Agricultural Service Board Act*. This Business Plan is a way of tracking those responsibilities in one location and keeping us up to date as things change over the years.

Intergovernmental:

N/A

Strategic Alignment:

N/A

Enclosure(s):

Policy Statement 62-10-10 Agricultural Service Board Business Plan 2025

Signature of the CAO:

A handwritten signature in black ink, appearing to be a cursive name, written over a horizontal line.

SMOKY LAKE COUNTY



Title: Agricultural Service Board Business Plan		Policy No.: 10-10
Section: 62	Code: P-A	Page No.: 1 of 13 E

Legislation Reference:	<i>Alberta Provincial Statutes</i>
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Purpose:	To establish a Business Plan for the Smoky Lake County Agricultural Service Board
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Policy Statement and Guidelines:

1. STATEMENT:

1.1 The Smoky Lake County Agricultural Service Board (ASB) is in the business of providing its residents with agricultural programming to enhance the environment, farm income and quality of life. This is achieved through Vegetation Management Programming, Agricultural Extension Programming, Problem Wildlife Programming, Pest Control and Monitoring as well as, Government Lobbying.

The Agricultural Service Board is also responsible for enforcement of Provincial Legislation such as the **Weed Control Act, Agricultural Pest Act, Agricultural Service Board Act, Soil Conservation Act** and the **Animal Health Act**.

2. VISION STATEMENT:

2.1 To encourage sustainable agriculture, environmental integrity and improved quality of life in Smoky Lake County.

3. MISSION STATEMENT:

3.1 To provide services, policies and education for Agricultural families, businesses and the public to enhance the environment, farm income and quality of life.

4. STRATEGIC PRIORITIES:

4.1 The Smoky Lake County Agricultural Service Board identifies the following priorities:

- One: Vegetation Management Program
- Two: Weed Control Act Duties
- Three: Environmental Stewardship and Extension
- Four: Problem Wildlife Program
- Five: Agricultural Pest Act Duties
- Six: Soil Conservation Act Duties
- Seven: Intergovernmental Collaboration

Title: Agricultural Service Board Business Plan		Policy No.: 10-10
Section: 62	Code: P-A	Page No.: 2 of 13 E

5. IMPLEMENTATION:

- 5.1 Smoky Lake County Agricultural Service Board shall review annually as required by Alberta Agriculture and Irrigation.
- 5.2 Smoky Lake County Agricultural Service Board staff will consider and follow the priorities of the Business Plan when creating budgets and work plans.

	Date	Resolution Number
Approved	December 17, 2010	# 184-10 - Page # 9570
Amended	March 5, 2015	# 416-15 - Page # 11626
Amended	December 12, 2017	# 59-17 - Page # 12873
Amended	December 12, 2018	# 193-18 - Page # 13400
Amended	December 16, 2019	# 291-19 - Page # 13927
Amended	December 8, 2020	# 138-20 - Page # 14367
Amended	December 14, 2021	# 111-21 - Page # 14890
Amended	February 15, 2022	# 353-22 - Page # 14983
Amended	February 22, 2024	# 358-24 - Page # 15517



Agricultural Service Board Business Plan 2025

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Executive Summary

The Smoky Lake County Agricultural Service Board is in the business of providing its agricultural producers with agricultural programming to enhance the environment, farm income and quality of life. This is achieved through Vegetation Management, Agricultural Extension, Problem Wildlife, Pest Control, programming and monitoring as well as, government lobbying. The Agricultural Service Board is also responsible for enforcement of Provincial Legislation such as the *Weed Control Act*, *Agricultural Pest Act*, *Agricultural Service Board Act*, *Soil Conservation Act*, and the *Animal Health Act*.

VISION STATEMENT:

To encourage sustainable agriculture, environmental integrity and improved quality of life in Smoky Lake County.

MISSION STATEMENT:

To provide services, policies and education for Agricultural families, businesses and the public to enhance the environment, farm income and quality of life.

VALUES:

Integrity: The Smoky Lake County Agricultural Service Board will conduct business in an ethical manner respecting the environment, public and applicable legislation.

Commitment to Service: The Smoky Lake County Agricultural Service Board will strive to provide the best service possible to its ratepayers conducting operations in an efficient and cost effective manner.



Progressive: The Smoky Lake County Agricultural Service Board will take a proactive and innovative approach in its programming examining new technologies and protocol while accepting and implementing relevant public input.




1.

Vegetation Management Program

Goal: To implement an integrated vegetation management program on municipal right-of-ways for the purpose of reducing noxious weeds and ensuring sightlines are clear for the motoring public.



Strategies	Action	Measures
<p>Identify problem noxious weeds within the municipal right of way</p>	<p>-Key emphasis will be on Prohibited Noxious and Noxious weed species analyzing both environmental and economic threats.</p>	<p>-All roads inspected for noxious weeds at least once during the growing season.</p>
<p>Herbicide Application</p> 	<p>-1/2 of all county roads will receive a herbicide application using the One-Pass mower herbicide applicators following the rotation guidelines set out in <i>Policy Statement 62-15 "Vegetation Management Plan"</i> and <i>Policy Statement 62-23 "Tansy Reduction Program"</i>. Brush Spraying will be completed during the regular roadside spraying rotation in coordination with Public Works brushing program.</p> <p>-Spot spraying will be completed in the other two zone in which regular roadside spraying is being completed. Noxious weeds and brush will be targeted. Custom spraying of private lands will occur if time and budget allow, and priority is put on landowners struggling to control prohibited noxious weeds.</p>	<p>-Number of miles that receive a herbicide application.</p> <p>-Amount of herbicide applied for brush control.</p> <p>-Number of locations spot sprayed.</p> <p>-Amount of herbicide applied during spot spraying.</p> <p>-Number of landowners who receive help eliminating their Prohibited noxious weeds by the ASB Department.</p>
<p>Roadside Mowing</p> 	<p>-Roadside mowing will be conducted as stated in <i>Policy Statement 62M-02 "Mowing Program"</i>. Roadsides will first receive a single shoulder pass. A second seasonal pass will be completed to the property line A secondary shoulder pass will occur once the primary shoulder passes are complete. where possible, ensuing passes are only done if deemed efficient to eliminate extra freewheeling and passes are 5 feet or more.</p> <p>-Lake roads leading to resorts, Victoria</p>	<p>-1 'shoulder' pass and a second seasonal pass of roadside mowing to the property line for weed and brush control is to be completed by November October 1st of each year.</p> <p>-Miles of road mowed.</p> <p>-Iron Horse Trail mowed once a year.</p> <p>-Amount of additional mowing completed for community events.</p> <p>-Amount of additional mowing completed on other municipal properties.</p>

	<p>Trail and Township Road 610 will be mowed before the July and August long weekends.</p>	
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2. Weed Control Act Duties

Goal: To control the spread and prevent the establishment of invasive species on privately owned land through responsible communication with landowners, occupants, industry stakeholders and members of the general public as set out in the Weed Control Act of Alberta.

Strategies	Action	Measures
<p>Weed Inspection Program</p> 	<ul style="list-style-type: none"> -Weed Inspection are conducted on private land during the growing season annually. -Letters are sent to landowners who are in non-compliance with the Weed Control Act of Alberta, as specified in <i>Policy Statement 62-14 “Weed Inspection and Weed Notice”</i>. -Weed Notices are issued to landowners who do not comply with recommendation letters. -Enforcement actions are completed by the Agricultural Services Department for landowners who are non-compliant with a weed notice that has been issued. 	<ul style="list-style-type: none"> -Number of inspections completed. -Number of letters sent to landowners/renters. -Number of weed notices issued. -Number of Weed enforcements completed.
<p>Noxious Weed Education and Awareness</p> 	<ul style="list-style-type: none"> -Provide weed identification for landowners on farm or samples brought in for identification. -Promote weed awareness at our annual Smoky Lake County Farmer Appreciation Event. -Produce and circulate information on invasive species through our website, local newspapers and social media. -Weed Wanted posters hung annually at the Town, Villages & Hamlets including all the water stations and lake lot bulletin boards. 	<ul style="list-style-type: none"> - Number of landowners assisted annually. -Number of events hosted. -Number of articles circulated. -Number of brochures and weed wanted posters given out/posted.




3. Environmental Stewardship and Extension






Goal: To provide Environmental Farm Plans to producers and work in partnership with Lakeland Agricultural Research Association to deliver collaborative environmental stewardship initiatives and unbiased research that results in sustainable growth of Smoky Lake County's Agricultural Community.

Strategies	Action	Measures
<p>Environmental Farm Plans</p> 	<ul style="list-style-type: none"> -Assist local producers with completion of Environmental Farm Plans. -Provide air photographs for fields and farmyards and soils information. Provide water well information from the Alberta Water Wells Database. 	<ul style="list-style-type: none"> -Number of Environmental Farm plans assisted with. -Increased adoption of beneficial management practices by producers.
<p>Sustainable Canadian Agricultural Partnership</p> 	<ul style="list-style-type: none"> -Assist local producers with information about new agricultural programs and grants. -Stay current with program updates and changes. 	<ul style="list-style-type: none"> -Number of producers assisted.
<p>Lakeland Agricultural Research Association</p> 	<ul style="list-style-type: none"> -Ensure Smoky Lake County received programs as promised by LARA. -Ensure crop plot trials are complete in Smoky Lake County. -LARA to give updates throughout the year by attending ASB meetings. 	<ul style="list-style-type: none"> -Number of events hosted by LARA in our County. -Field Day hosted for local producers at the Smoky Lake County Plots. -Number of unbiased research plots within Smoky Lake County. -How many updates were received. -Attendance of Smoky Lake County Farmers & Ranchers Appreciation Event.
<p>Classroom Agriculture Program</p> 	<ul style="list-style-type: none"> -Deliver the Classroom Agriculture Program to Grade 4 students at schools that register for the program within Smoky Lake County. 	<ul style="list-style-type: none"> -Number of Classroom Agriculture Program presentations delivered.

4. Problem Wildlife Program

Goal: To co-operate and execute an Integrated Problem Wildlife Management Program.







Strategies	Action	Measures
<p>Beavers</p> 	<ul style="list-style-type: none"> -Beaver Tail Bounty for \$15.00 per tail from pre-approved locations as specified in <i>Policy Statement 62-07 "Beaver Management"</i>. -Beaver Dam Removal may occur to mitigate flooding which causes damage to municipal infrastructure. Dam removal will be conducted as per <i>Policy Statement 62-21 "Beaver Control- Fee for Removal with Explosives"</i>. -Full time Part time Animal Control Technician will obtain required easements from landowners and all provincial and federal permissions needed. -Maintain Certified Blasters License with the Province of Alberta. -Trapping and removing problem beavers and muskrats. -Install/ maintain pond levelers and other Flow Devices. 	<ul style="list-style-type: none"> -Number of Beaver tails brought in. -Number of dams removed affecting municipal infrastructure. -Amount of revenue generated completing private land blasting. -Damage Control Licenses issued by Alberta Environment. -Trapping of County owned property at Lakes. -Renew every 5 years as required. -Number of beavers and muskrats removed. -Number of pond levelers installed/maintained. -Number of flooded roads.
<p>Coyotes</p> 	<ul style="list-style-type: none"> -Maintain Form 7 License to ensure Smoky Lake County can provide 1080 toxicant to agricultural producers as per <i>Policy Statement 62-03 "Coyote Control"</i>. - Coyote control booklets available for agricultural producers to help better manage coyote predation. 	<ul style="list-style-type: none"> -Number of 1080 tablets given out annually. -As of December 2024, Health Canada has recalled all 1080.
<p>Richardson Ground Squirrel (Gopher)</p> 	<ul style="list-style-type: none"> -2% Liquid Strychnine registration has been cancelled. -Recommend alternatives to producers. -Recommend local trappers. 	<ul style="list-style-type: none"> -Number of producers assisted.

4. Problem Wildlife Continued		
Strategies	Action	Measures
<p>Wild Boar</p> 	<ul style="list-style-type: none"> -Participate annually in the Wild Boar Ear Bounty with Alberta Agriculture (if eligible). -Promote the Alberta Invasive Species Council “Squeal on Pigs” Campaign for awareness and reporting wild boar sightings. 	<ul style="list-style-type: none"> -Number of wild boar ears brought in. -Posts on County Website and Social Media shares.
<p>Waterfowl Damage Control</p> 	<ul style="list-style-type: none"> -Scare Cannons are available for rent as per <i>Policy Statement 62-26 “Scare Cannon Rental”</i>. -Suggest alternative control measures to mitigate crop damage cause by waterfowl during fall migration. 	<ul style="list-style-type: none"> -Number of rentals that occur. -number of producers that engage in alternative control measure.
<p>Alternative Control Methods</p> 	<ul style="list-style-type: none"> -Agricultural Fieldmen will continue to look into alternative control methods for all pest species. -Promote and notify producers of alternative control measures when they come in. 	<ul style="list-style-type: none"> -Attend In Service Training to hear from other Ag Fieldman from across the province. -Attend demonstrations with government research groups.
<p>Northern Pocket Gopher (Mole)</p> 	<ul style="list-style-type: none"> -Mole tail bounty for \$1.00 per tail can be brought in as per <i>Policy Statement 62-02 “Bounty for Pocket Gopher Tails”</i>. 	<ul style="list-style-type: none"> -Number of mole tails brought in for bounty.
<p>Stray Dog Pickup</p> 	<ul style="list-style-type: none"> -Assist Smoky Lake County’s Peace Officer in responding to ratepayer reports of loose dogs within Smoky Lake County as needed. 	<ul style="list-style-type: none"> -Number of stray dogs picked up and transported to an approved animal shelter; or if possible, reunite them with owners.

5. Agricultural Pest Act Duties

Goal: To provide Smoky Lake County agricultural producers with responsible pest management strategies, pest monitoring and enforcement of declared agricultural pests as deemed by the Agricultural Pest Act of Alberta.

Crop Surveying

Strategies	Action	Measures
Swede Midge of Canola 	-Swede Midge is monitored on behalf of Agri-food Canada. It is an 8-week program where sticky pads are changed weekly.	-Continue to monitor for new and invading pest that threaten our agriculture industry.
Canola Flower Midge 	-Canola Flower Midge is monitored on behalf of Agri-food Canada. It is an 8-week program where sticky pads are changed weekly.	-Continue to monitor for new and invading pest that threaten our agriculture industry
Grasshoppers 	-Townships are surveyed annually and data is sent to Alberta Agriculture for forecasting. The county ditch and field are sampled at each location.	-Number of fields surveyed. -Number of outbreaks that occur.
Bertha Army Worms 	- 3 Fields across the county are monitored starting in June until August. The traps are set out in the fields to collect the moths that lay the eggs.	-Number of moths counted annually. -Number of outbreaks that are forecasted.
Wheat Midge 	- Wheat Midge in high numbers can cause yield loss, wheat crops are monitored around the end of June as wheat heads are emerging up until anthesis (Flowering).	-Samples collected annually and sent to Alberta Agriculture when required.
Blackleg of Canola 	- Canola fields are sampled annually for Blackleg severity. Samples are provided to the Crop Diversification Centre for research purposes. Blackleg can cause significant yield loss and harm international exporting.	-Number of fields sampled annually.

Clubroot



- Random canola fields are surveyed after the crop has been swathed. We look for visual symptoms and if we find galls the plant sample is sent to the lab for DNA confirmation.

-Number of Canola fields sampled annually.

-Number of Clubroot Management Agreements sent to producers annually as per *Policy Statement 62-12 "Clubroot"*.

-Number of Pest Notices given annually.

6. Soil Conservation Act Duties

Goal: Protect the quality and integrity of agricultural soils in Smoky Lake County.

Strategies	Action	Measures
<p>Soil Conservation</p>	<ul style="list-style-type: none"> -Agricultural Fieldman are deemed as inspectors and can issue notices under this Act. -Document and photograph any non-compliance with the Soil Conservation Act. -Promote soil health workshops and site demonstrations. -Monitor soil conditions and respond to an area of concern that needs to be assessed following an event that could impact soil/water sources. 	<ul style="list-style-type: none"> -Number of Soil Conservation Notice issued. -Number of Soil Conservation Letters issued. -Number of workshops. -Number of areas assessed for soil condition concerns.



7. Intergovernmental Collaboration

Goal: Conduct intergovernmental collaboration with all levels of governments.

Strategies	Action	Measures
Collaborate with multiple levels and forms of government	-Agricultural Service Board to participate in drafting and passing resolutions at Regional and Provincial Agricultural Service Board Conferences annually.	-Attend annual conferences and participate by discussion and voting on various agricultural issues.
Protect the interests of Smoky Lake County Agricultural Community	-Every effort will be made to convey agricultural concerns from the agricultural community to relevant government agencies via face-to-face interactions, letter writing or any other available means.	-Number of letters sent to MLA's, PM's or other government members.
Animal Health Act	<p>-Liaison with the Chief Provincial Veterinarian, Canadian Food Inspection Agency (CFIA) and local Veterinarians, when necessary, on any livestock emergencies as stated by Policy Statement 62- 30 "Animal Health & Livestock Emergency Preparedness".</p> <p>-Livestock emergencies include cattle liner accidents on the highway.</p> <p>-If a positive case or outbreak as stated in the <i>Animal Health Act</i> is confirmed within Smoky Lake County boundaries, ASB staff will act in accordance with the directives of the Chief Provincial Veterinarian (CPV).</p> <p>-Work with our Fire Protective Service Department in case of livestock emergency on the highways. These duties would include helping them source rendering truck, trailers or calling a local vet.</p>	<p>-Number of investigations asked to assist on.</p> <p>-Number of highway livestock emergencies assisted with.</p>



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.10

Topic: Policy Statement No. 03-20-05

Presented By: Jasmine Schaub, Health & Safety Coordinator, DEM

Recommendation(s):

That Smoky Lake County Policy Statement No. 03-20-05: Safety Clothing and Footwear be amended to align with the IUOE Local 955 Collective Agreement Article 33:02.

Background:

The recent collective agreement with IUOE Local 955 includes an increased boot and safety apparel allowance for employees. However, the county's internal policy on Safety Clothing and footwear does not currently reflect these updated allowances and can be interpreted as having a separate safety clothing allowance and boot allowance, creating potential confusion among employees and inconsistencies in policy enforcement.

Benefits: 1. Ensures consistency and clarity between internal policies and the collective agreement. 2. Promotes fairness and transparency in employee entitlements for both union and out of scope employees. 3. Reduces administrative burden by simplifying policy enforcement. 4. Enhances compliance and employee satisfaction by honoring negotiated agreements.

Disadvantages: 1. Potential short-term administrative work required to update policies and communicate changes to all employees.

Alternatives: 1. Maintain the current internal policy, which may lead to confusion and potential grievances.

Financial Implications: This increases costs by approximately \$5,000 per year under the supplies budget. This may cause potential administrative costs related to policy revision and communication.

Legislation: IUOE Local 955 Collective Agreement, and Occupational Health and Safety Regulations.

Intergovernmental: N/A

Strategic Alignment: N/A

Enclosure(s):

1. Copy of the relevant section from the IUOE Local 955 Collective Agreement, Article 33:02
2. Policy Statement No. 03-20-05

Signature of the CAO: 

ARTICLE 31 – PERSONAL OR FAMILY RESPONSIBILITY LEAVE

- 31.01** An Employee who has been employed for at least 90 days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet his or her family responsibilities in relation to a family member.
- 31.02** Before taking Personal or Family Responsibility Leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- 31.03** The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 32 – LEAVE FOR CITIZENSHIP CEREMONY

- 32.01** An Employee who has been employed for at least 90 days is entitled to up to one-half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.
- 32.02** Before taking a Leave for Citizenship Ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

ARTICLE 33 - ALLOWANCES

- 33:01** The Employer will replace, for employees required to provide their own hand tools, such tools as are lost, worn-out, or are broken in the course of their duties for the Employer, provided such tools are not otherwise guaranteed or warranted against breakage. A tool allowance of six hundred and fifty dollars (\$650.00) per year will be paid to each approved employee who has provided his/her own hand tools.
- 33:02** Employees who are required to wear CSA approved footwear in the course of their duties shall be provided with a boot and safety apparel allowance of a maximum of three hundred dollars (\$300.00) per calendar year, with payment being made upon production of receipts.
- 33:03** Any costs associated with maintaining a Class 1 Drivers License shall be paid by the County to a maximum of one hundred dollars (\$100.00) per year. Payment shall be made upon production of receipts.

SMOKY LAKE COUNTY



Title: Safety Apparel and Footwear	Policy No.: 20-05
Section: 03	Code: P-R
	Page No.: 1 of 2 E

Legislation Reference:	Alberta Provincial Statutes, Occupational Health & Safety Regulations, IUOE Local 955 Collective Agreement
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Purpose:	To allow for reimbursement of safety apparel and footwear purchased required by the County's Safety Manual.
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Policy Statement and Guidelines:
<p>1. OBJECTIVE:</p> <p>1.1. This policy is to provide guidelines for reimbursement to all staff in positions that require the use of safety apparel and/or safety footwear.</p> <p>2. GUIDELINES:</p> <p>2.1. Allowance Amount:</p> <p>2.1.1. Smoky Lake County employees that are required to wear safety apparel and safety footwear for the purpose of their job description is entitled to a maximum safety allowance of \$300 (three hundred) dollars per calendar year for the purchase of:</p> <ul style="list-style-type: none"> • CSA-approved safety work boots • Other required safety apparel (e.g. clothing with reflective stripes, specialized gloves, protective eyewear, etc.) <p style="margin-left: 40px;">This reimbursement can only be used once (1) per calendar year.</p> <p>2.2. Safety Apparel:</p> <p>2.2.1. Safety apparel must be visually confirmed by the Health and Safety Coordinator or designate after purchase for reimbursement. However, obtaining visual confirmation before purchase is highly recommended to ensure reimbursement approval.</p> <p>2.3. Safety Footwear:</p> <p>2.3.1. Safety footwear may require visual confirmation by the Health and Safety Coordinator or designate after purchase for reimbursement if the receipt does not specify that the footwear is CSA-approved.</p> <p>2.4. Reimbursement Process:</p> <p>2.4.1. Employees shall be required to complete and submit Schedule "A": Safety Apparel & Safety Footwear Reimbursement Form and provide a copy of the receipt of purchase to receive the refund.</p>

	Date	Resolution Number
Approved	August 27, 1987	# 685 - Page # 4804
Amended	January 21, 2010	# 258-10 - Page # 9215
Amended	January 29, 2015	# 312-15 - Page # 11581
Amended	April 25, 2019	# 631-19 - Page # 13607
Amended		



SCHEDULE "A"

SAFETY APPAREL & SAFETY FOOTWEAR REIMBURSEMENT FORM

Name of Employee: _____

Address: _____
Box Town Province Postal Code

I, hereby do apply for:

A maximum cost of \$ 300.00 (three hundred) dollars for approved footwear and apparel as per Policy.

Receipt for proof of purchase is attached.

Employee Signature Date: _____

Approved For Reimbursement

Health and Safety Coordinator Date: _____



Request for Decision (RFD)

Meeting Date: Thursday, February 13, 2025

Agenda Item: #7.11

Topic: Bylaw 1475-25: Natural Gas Bylaw

Presented By: Natural Gas Manager

Recommendation:

Smoky Lake County Council give first, second, and third and final readings to Bylaw 1475-25: Natural Gas Bylaw.

Background: The current Bylaw 1448-23: Natural Gas Bylaw came into effect on June 1, 2023.

The updates proposed within the new Bylaw 1475-25: Natural Gas Bylaw include:

1. Increase the monthly service charge of \$1.00 for residential classed customers (1618 accounts total) and increase of \$2.00 for commercial and industrial classed customers. (20 accounts total) ("Schedule B" – Fees & Charges)
2. \$0.06 per gigajoule increase to the Operations & Maintenance Charge for Residential/Domestic Class 1 accounts. ("Schedule C" – Customer Gas Rate Classification)
3. Changes to the rate structure for Industrial Class 3 accounts. ("Schedule C" – Customer Gas Rate Classification)
4. Increase of \$20.00 per hour labor charge-out rate for Natural Gas Service Technicians. ("Schedule B" – Fees & Charges)
5. A \$5.00 per month charge for printed and mailed monthly gas bills to cover increases in supplies and postage. (no charge for monthly invoices sent by email) ("Schedule B" – Fees & Charges)
6. Increase of new rural natural gas services to \$8,250.00 plus GST, to align with the Rural Gas Grant Program grant threshold ("Schedule B" – Fees & Charges)

Benefits: Covers increases in inflation seen over the last few years.

Disadvantages: Increased costs to customers

Alternatives: Council, CAO, Natural Gas Department Manager, and Finance Manager discuss alternative rates.

Financial Implications: Increased funding for operations.

Legislation: N/A

Intergovernmental: N/A

Strategic Alignment: N/A

Enclosure(s):

1. Draft copy of Bylaw 1475-25: Natural Gas Bylaw
2. October Gas/November Billing rate comparison of all Federation of Alberta Gas Co-op's members.

Signature of the CAO:

A handwritten signature in black ink, appearing to be "D. Smith", written over a horizontal line.

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1475-25**

A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE **SETTING AND COLLECTION OF NATURAL GAS RATES, FEES AND CHARGES.**

PURSUANT TO provisions of the *Municipal Government Act*, Chapter M-26, 2000 and amendments thereto:

WHEREAS, the Smoky Lake County (the "**County**") operates a gas supply and distribution system; and

WHEREAS, the owner of a parcel of land is responsible for the construction, maintenance and repair of a service connection of a municipal public utility located above, on or underneath the parcel; and

WHEREAS, there are substantial costs involved in the operation and maintenance of the aforementioned services; and

WHEREAS, it is the intention of the County's council (the "**Council**") that wherever possible, the cost of providing the service be paid for by the user;

NOW THEREFORE, the Council of Smoky Lake County, in the Province of Alberta, duly assembled, and pursuant to the authority conferred upon it by the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended, does hereby enacts as follows:

SECTION 1: NAME OF THIS BYLAW

1.1 This Bylaw may be cited as the "**Natural Gas Bylaw**".

SECTION 2: APPLICATION FOR SERVICE

2.1 An application for natural gas services provided by the County (the "**Natural Gas Service**") shall be made by each prospective customer (the "**Customer**") prior to service connection (or in the case of transfer of ownership of an existing serviced location, prior to continuation of gas services), by completing and executing **Schedule "A": Natural Gas Installation and Service Agreement**, as may be applicable to the Customer and customer class below, or providing a request for service in the form of an application for service as established, amended or replaced by the County from time to time (collectively, the "**Natural Gas Application for Service**").

2.2 All service applications shall be made in the name of the registered owner of the Property (the "**Owner**"). In the event that the Property is occupied by a renter other than the Owner ("**Renter**"):

2.5.1 at the request of the Owner and subject to the Owner and the Renter executing the County's form of service agreement (the "**Customer Contract**"), a copy of all bills, invoices and notices respecting all Natural Gas Services to the Property (the "**Natural Gas Bill(s)**") shall be provided to the Renter;

2.5.2 the Customer Contract and the corresponding gas account (the "**Gas Account**"), however, shall remain the responsibility of the Owner as the Customer.

2.3 Each Customer shall be placed within a customer class and corresponding gas rate classification as set forth within the parameters of **Schedule "C": Customer Gas Rate Classification** upon:

2.3.1 receipt and conditional acceptance of the Natural Gas Application for Service; or

- 2.3.2 request for change in natural gas service requirements, customer class, and/or corresponding gas rate classification ("**Request for Change of Service/Customer Class**"), subject to management's recommendation and Council's approval.
- 2.4 Upon approval of a Natural Gas Application for Service or a Request for Change of Service/Customer Class, the Customer shall be bound to or execute the applicable Customer Contract:
- 2.4.1 all Class 1 Residential/Domestic and Class 2 Commercial Customers, as contemplated within **Schedule "C": Customer Gas Rate Classification**, shall be subject to all rights, requirements, terms and conditions of Natural Gas Service contained within **Schedule "A": Natural Gas Installation and Service Agreement**;
- 2.4.2 all Class 3 Industrial Customers, as contemplated within **Schedule "C": Customer Gas Rate Classification**, shall be subject to all rights, requirements, terms and conditions of Natural Gas Service contained within either:
- 2.4.2.1 **Schedule "A": Natural Gas Installation and Service Agreement**; or
- 2.4.2.2 at the option of the County, the County's form of natural gas service contract presented to the Customer for execution as a condition of Natural Gas Service under Class 3 Industrial Customer class;
- 2.4.3 all Class 4 Municipal Customers, as contemplated within **Schedule "C": Customer Gas Rate Classification**, shall be subject to all rights, requirements, terms and conditions of Natural Gas Service contained within the form of natural gas bulk service agreement to be executed by the County and the Customer as a condition of Natural Gas Service.
- 2.5 All Customers must provide the County's authorized agent the right to enter the Property service or to be serviced by the County (the "**Property**") at periodic intervals to inspect and the meter, valves or other related natural gas infrastructure, together with natural gas appliances or other equipment within the Property.
- 2.6 It shall be the responsibility of the Owner, Renter or any occupant of the Property to ensure that employees of the County or its duly authorized agents have safe access to the meter, valves or other related natural gas infrastructure.
- 2.7 A service application fee as per **Schedule "B": Fees and Charges** shall be charged and paid by each and every Customer for each:
- 2.7.1 Natural Gas Application for Service submitted to the County by the Customer including, without restriction, each time there is a change in the ownership of the Property;
- 2.7.2 Request for Change of Service/Customer Class submitted to the County by the Customer; and
- 2.7.3 request for a Renter to execute a Customer Contract including, without restriction, the request of the Owner to attach or change the name of a Renter on a Customer Contract and/or attached to the Gas Account;

in each case the corresponding fee shall be added to the applicable Gas Account for the Customer.

SECTION 3: FEE FOR SERVICE

- 3.1 Charges shall be made against the Gas Account for each Customer of a Property which are served by the Natural Gas Service for the supply and distribution of Natural Gas where applicable, as per **Schedule "B": Fees and Charges**, attached to and forming part of this Bylaw.
- 3.2 The County may make the Customer responsible for the cost of repair of the portion of the service connection from the main line of the system to the gas meter, if any damages to that part of the

system were caused by the negligence of the Owner or Renter, or their contractors, agents, employees, or invitees.

- 3.3 Any repairs to gas infrastructure downstream of the County's meter (e.g., within the Customer's premises) will be done at the Customer's expense as per **Schedule "B": Fees and Charges**, attached to and forming part of this Bylaw.
- 3.4 Monthly, the County shall post mail or email each Customer a Natural Gas Bill including a statement of Natural Gas Services provided during the previous month at a rates set within per **Schedule "B": Fees and Charges**, and **Schedule "C": Customer Gas Rate Classification**, attached to and forming part of this Bylaw.
- 3.5 Each Natural Gas Bill shall name a day and the place when and where such charges are to be payable, and the amount due within each Natural Gas Bill shall be added to the Gas Account for the corresponding Property.
- 3.6 Subject to the execution and delivery of a Customer Contract by a Renter as contemplated within this Bylaw, the County shall provide a copy of each Natural Gas Bill to the Renter, and accept payment from the Renter for and on behalf of the Customer to the credit of the Gas Account attached to the corresponding Property.
- 3.7 The County's record of the mailing or email of Natural Gas Bills shall be sufficient evidence that the notice was sent to the last known address of the Customer and, if applicable, and Renter. The failure to receive such notice does not relieve the Customer and, if applicable, and Renter from the penalties hereby imposed or under the Customer Contract.

SECTION 4: PAYMENT OF ACCOUNTS

- 4.1 The Natural Gas Bills shall be deemed overdue and subject to a penalty if unpaid beyond 28 days after the last day of the month for which the billed-gas was consumed.
- 4.2 Any amount imposed within Natural Gas Bills shall be considered paid if payment is received at the County Office at time of opening on the first working day following the 27th day of the month. (Note: some banking institutions require up to three days to forward payments).
- 4.3 In the event any amounts contained within a Natural Gas Bill remains unpaid at the end of 90 days from the last day of the month for which the billed-gas was consumed, the County shall have the right to disconnect the natural gas supply to the Property to which the rates were charged. In this regard:
 - 4.3.1 Natural Gas Service shall not be restored until the full outstanding balance of the Gas Account, including both current and Gas Account Arrears, plus a reconnection charge is paid;
 - 4.3.2 Disconnection for non-payment of Natural Gas Bills shall be performed between the hours of 8:00 a.m. and 4:00 p.m. - Monday through Friday, excluding holidays;
 - 4.3.3 Reconnection will only be performed during normal working hours 8:00 a.m. to 4:00 p.m. - Monday through Friday, excluding holidays; and
 - 4.3.4 If reconnection is required after hours, the full amount of the account shall be paid, plus an extra charge shall be charged and paid, prior to reconnection, to cover the overtime costs which shall apply. This payment shall be paid, in cash, to the County's "on call" employee or agent prior to the service being reconnected.
- 4.4 In default of payment of any Natural Gas Bill after the date for payment required within this Bylaw, the County shall have the right to enforce payment of the said amounts in arrears by transfer of any and all amounts shown within the Gas Account which are past due (the "**Gas Account Arrears**") to the Owner's property tax account for the corresponding Property.
- 4.5 If the Property lies within the boundaries of another municipality, and if the Gas Account falls into arrears or default, in addition to any and all other rights or remedies available under the Customer Contract the County may, at its discretion, seek a Court Judgment in claim of such arrears. Further, upon receiving a Judgment in its favour in these regards, the County may then file a Writ on the

title of the Property and/or any and all other lands owned by the Customer to obtain payment for Gas Account Arrears.

- 4.6 In the event of a payment, either by cheque or direct deposit, being returned for insufficient funds, a charge of TWENTY FIVE DOLLARS (\$25.00) shall be added to the Gas Account and the payment shall be charged back to the Gas Account. The resulting unpaid balance, together with the above-noted fee, shall then be treated as and shall form a part of the Gas Account Arrears.
- 4.7 Unless otherwise specifically provided for within the Customer Contract, interest shall accrue on the balance of all Gas Account Arrears at the rate of 12% per annum, from but excluding the date required for payment, to and including the date that unconditional payment is received by the County as contemplated within this Bylaw.

SECTION 5: CONNECTION OF SERVICE

- 5.1 No person other than an employee of the County or its duly authorized agent shall turn off or turn on the natural gas supply from the County's supply system to the Property or any premises contained within, nor attempt to do so. To contravene this section of this Bylaw subjects the offending party to a fine as per **Schedule "B" Fees and Charges**, which is attached to and forms part of this Bylaw
- 5.2 The cost of connecting a Customer's Property with the County's natural gas mains on the Property shall be as per **Schedule "B" Fees and Charges**, which is attached to and forms part of this Bylaw.

SECTION 6: DISCRETION

- 6.1 Discretionary power shall be awarded to the County's Chief Administrative Officer to be exercised in unique or special circumstances.

SECTION 7: EFFECTIVE DATE OF BYLAW

- 7.1 This Bylaw shall take effect on the day of the Third and Final Reading.
- 7.2 Bylaw No. 1448-23 being the previous natural gas rates of Smoky Lake County is hereby repealed.

READ FIRST TIME THIS ____ DAY OF _____, 2025.

READ A SECOND TIME THIS ____ DAY OF _____, 2025.

READ A THIRD TIME AND FINAL PASSED THIS ____ DAY OF _____, 2025.

REEVE

SEAL

CHIEF ADMINISTRATIVE OFFICER



SCHEDULE "A"

Natural Gas Installation and Service Agreement

THIS AGREEMENT made effective the _____ day of _____, 20____
BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called the "County")

OF THE FIRST PART

- and -

of _____
Telephone: Res: _____ Business: _____ Cellular: _____
(hereinafter referred to as "the Owner" as shown on the tax roll)

OF THE SECOND PART

of _____
Telephone: Res: _____ Business: _____ Cellular: _____
(hereinafter called "the Renter")

OF THE THIRD PART

(The Renter shall hereinafter be referred to as the "Customer")
(If no Renter is included as a party to this agreement, the owner shall be referred to as the "Customer")

WHEREAS the County intends to acquire or has acquired a supply of natural gas and intends to construct a natural gas distribution system:

AND WHEREAS the Customer requires a supply of natural gas;

AND WHEREAS the Owner agrees to have the County supply natural gas to the Customer;

AND THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION of the premises, covenants, agreements and the fees to be paid hereunder, the Parties covenant and agree to the conditions as follows and the additional conditions as set within this agreement:

1. That the said natural gas service will be supplied to lands legally described as:

(hereinafter referred to as the "the Lands")

2. **FEE:**

2.1 The Customer agrees to contribute \$ _____ + GST toward the cost of the County's natural gas distribution system or such other amount as may be determined by the County from time to time.

2.2 The Customer agrees to also pay a service charge of \$ _____ + GST a month or such other amount as may be determined by the County from time to time. The first service charge payment shall be made within three (3) months of the date that the natural gas is made available to the Customer.

2.3 The Customer agrees to also pay for all natural gas supplied to the Lands and that the amount charged by the County for natural gas shall be such rate as may be determined by the County from time to time.

3. **CONDITIONS:**

3.1 The Customer and Owner agree that if the Customer vacates the Lands with outstanding obligations or liabilities to the County then the County shall be entitled to discontinue the gas service to the Lands until such outstanding obligations or liabilities have been fulfilled.

3.2 If the County discontinues the gas service under Section 3(1) then the County shall continue to charge, and the Customer and Owner shall be obligated to pay, the monthly service charge and interest.

3.3 If the County discontinues the gas service under Section 3(1) and the County is later requested to restore the gas service, then the Customer or the Owner shall be required to pay reconnection fee of \$ _____ + GST or such other amount as is determined by the County from time to time, prior to the restoration of the gas service.

4. If the owner's land that is to be serviced by Smoky Lake County Natural Gas lies within the boundaries, of another municipality, the owner hereby charges the lands as security for payment to the County of all amounts owing by the owner/customer with regards to the supply of natural gas to the lands. The County shall not be required to postpone its charge in favour of any subsequent mortgagee and in the event arrears arise with regards to natural gas supplied to the lands, the County shall provide notice to the holder of any mortgage registered at Alberta Land Titles on the lands.

5. If the owner's land that is to be serviced by Smoky Lake County Natural Gas does not lie within the boundaries, of another municipality, then the foregoing section (4) does not apply to the owner.

6. The addresses of the parties hereto, to which all communications, notices or bills shall be addressed or served and to which all payment shall be made are as follows:

Smoky Lake County, Box 310, Smoky Lake, Alberta T0A 3C0

And for the Customer:

And for the Owner:

ADDITIONAL CONDITIONS: *(These additional conditions form an integral part of the agreement.)*

1. That the County will sell and deliver, so far as is practical for the County to do so, and the Customer will purchase from the County, the Customer's entire needs for natural gas.
2. The Customer and the Owner acknowledge that they have each received a copy of the County's Rules and Regulations with respect to natural gas service. The said Rules and Regulations are hereby incorporated into and form part of this agreement. The customer and the Owner agree that the said Rules and Regulations may be added to, altered or amended by the County from time to time and shall become binding upon each of them upon publication of such addition, alteration or amendment in a local newspaper, or upon a copy thereof being delivered to the Customer and the Owner or mailed to each of them by regular mail at their respective addresses as shown in this Agreement or any change thereto.
3. The Owner by hereby signing this agreement shall grant to the County, without any cost to the County, an easement and right-of-way to come upon the Lands to survey, measure, dig and to construct and maintain all necessary piping, meters and equipment to enable the County to deliver natural gas to the Customer or other customers of the County and without restricting the generality of the foregoing, the Owner shall execute the County's standard form of easement or utility right-of-way agreement forthwith upon request of the County.
4. The Customer shall execute a consent form wherein he consents to all rights, powers and privileges given to the County under any easement or utility right-of-way agreement executed by the Owner under Section 3(a) of this agreement.
5. The Owner agrees that he and the Customer shall be jointly and severally liable for all of the liabilities and obligations of the Customer arising out of this Agreement and the Rules and Regulations, and without restricting the generality of the foregoing, the Owner agrees that if the Customer fails to carry out or fulfill their obligations under this agreement of the Rules and Regulations then the Owner will be absolutely and unconditionally responsible for the same.
6. The Customer agrees that they are not released from his obligations or liability to the County under this Agreement or the Rules and Regulations if the Owner is required to assume the same under Section 5.
7. This Agreement shall remain in full force and effect and be binding upon the Parties hereto, their respective heirs, successors and assigns, except as otherwise provided in the Agreement or the Rules and Regulations.
8. The Customer agrees that they shall only be entitled to terminate this Agreement in accordance with the Rules and Regulations.
9. The Owner agrees that they shall only be entitled to terminate this Agreement in accordance with the Rules and Regulations and that in the event of such termination there will still be certain continuing obligations and covenants on his part to the County as set out in the Rules and Regulations.
10. The Customer and Owner acknowledge that the County may terminate this Agreement as provided in the Rules and Regulations.

Each party hereto may change its address by notice in writing served upon the other party.

IN WITNESS THEREOF the parties hereto have executed these presents effective the day and year first above written notwithstanding the actual date or dates of execution.

SIGNED, SEALED AND DELIVERED

SMOKY LAKE COUNTY

PER: _____

In the presence of:

Witness

Owner

Witness

Renter/Owner

Schedule "B": Fees & Charges



SCHEDULE "B"

Fees & Charges

<u>ITEM DESCRIPTION</u>	<u>COST</u>
Application Fee (New Customer or New Owner)	\$90.00 per application
Request for Change of Service/Customer Class	\$90.00 per request/change
New and/or Change of Renter on a Customer Contract	\$90.00 per request/change
Monthly Service Charge Residential (Class 1)	\$26.00 \$27.00 per month per riser
Commercial & Industrial (Class 2, 3, 5)	\$60.00 \$62.00 per month per riser
Printed & Mailed Gas Bill Charge NEW	\$5.00 per month per invoice. Not applicable if invoice is emailed monthly.
Operations & Maintenance Charge	\$1.94 \$2.00 per gigajoule consumed during each billing period
Capital Replacement Levy	\$0.40 per gigajoule consumed during each billing period
Cost of Natural Gas	Flow through cost from supplier per gigajoule consumed during each billing period
Gas Meter/ Re-connection	\$90.00 \$110.00 new ownership \$250.00 if locked off
Installations:	
• Rural	\$7,000.00 \$8,250.00
• Urban	\$3,500.00
Polyethylene Pipe/Wire	25% above cost
Renter's Deposit	\$350.00
Riser/Shutoff Material	\$90.00 \$110.00 per hour
Service Technician	\$90.00 \$110.00 per hour
Large Trencher (Road Builder Rate)	\$4.50 per meter or \$135.00/hr (whichever is greater)
Small Trencher	\$90.00 per hour
Over time Charge	\$135.00 \$165.00 per hour
Fine for tampering with County gas infrastructure, plus total replacement cost	\$ 500.00
Negligent underground pipeline strikes	\$1000.00 charge in addition to repair cost.
All other chargeable items	25% above cost



SCHEDULE "C"

Customer Gas Rate Classification

CUSTOMER CLASSIFICATION	NATURAL GAS RATE
<p>Class 1 (Residential/Domestic) Under 20,000 Gigajoules per year</p>	<p>Gas Alberta Rate per gigajoule consumed + Gas Alberta Variable Rate per gigajoule consumed + \$1.94 \$2.00 per gigajoule consumed O&M charge + \$0.40 per gigajoule consumed Capital Replacement Levy.</p>
<p>Class 2 (Commercial) 20,000-35,000 Gigajoules per year</p>	<p>Gas Alberta Rate per gigajoule consumed + Gas Alberta Variable Rate per gigajoule consumed + \$0.78 per gigajoule consumed</p>
<p>Class 3 (Industrial) Over 35,000 Gigajoules per year</p>	<p>Gas Alberta Rate per gigajoule consumed + Gas Alberta Variable Rate per gigajoule consumed + \$0.80 \$1.00 per gigajoule consumed for 0-35,000 gigajoules per calendar year, \$0.60 per gigajoule consumed for 35,000-85,000 gigajoules per calendar year, or \$0.40 \$0.80 per gigajoule consumed for over 85,000 35,000 gigajoules per calendar year.</p>
<p>Class 4 (Municipality) Bulk natural gas sales to another Gas Utility</p>	<p>Gas Alberta Rate per gigajoule consumed + Gas Alberta Variable Rate per gigajoule consumed + \$0.10 per gigajoule consumed Transmission Charge + \$0.02 per gigajoule consumed Administration Charge.</p>
<p>Class 5 (Industrial Transportation) Industrial customer, as defined within the Gas Distribution Act, who consumes over 10,000 Gj per year. Customer must source natural gas from own marketer. County is not billed by Gas Alberta Inc for the natural gas consumed by customer. Customer billed for using our infrastructure on a per Gj basis.</p>	<p>\$1.00 per gigajoule consumed through the County's on-site metering equipment.</p>

Utility Name	Zone	Wholesale Gas Purchased From	Wholesale Purchase Rate	Location of Variable Rate	Delivery/Variable Rate (Per GJ)	GAI Variable Rate	Gas Loss Wholesale Price (%)	Gas Loss Charge (%)	Gas Loss Charge (G)	System Improvement Fee	Other Charges on the Gas Rate	TOTAL	Monthly Service Charge	Gas Loss Monthly	System Improvement Monthly Charge	Other Monthly Charges	TOTAL MONTHLY	Infill Urban	Infill Rural
Birch Hills Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	1.95	0.27						2.92	33.00				33.00	4500.00	8500.00
Central Peace Natural Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	1.70	0.27						2.67	30.00				30.00	6.00	9000.00
Dene Tha	1	GAI	0.70	Utility's Variable Rate	3.50							4.20	10.00				10.00	0.00	0.00
East Peace Gas Co-op Ltd.	1	GAI	0.70	Utility's Variable Rate	1.82				0.00	0.00	0.00	2.52	22.50	0.00	0.00	0.00	22.50	4500.00	9500.00
East Smoky Gas Co-op Ltd.	1	GAI	0.70	Utility's Variable Rate	1.93		2.00					2.64	28.00		0.10		28.10	3500.00	8000.00
North Peace Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	1.64	0.27	5.00					2.65	30.00				30.00	3000.00	7500.00
Northern Lights Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	1.42	0.27	2.00			0.95		3.35	20.00		20.00		40.00	2000.00	8000.00
Paddle Prairie Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	0.00	0.27						0.97	20.00				20.00	0.00	0.00
Prairie River Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	1.80	0.27				0.14		2.91	22.00				22.00	5000.00	8250.00
Swan River Gas Co-op Ltd.	1	GAI	0.70	Gas Rate	2.10	0.27						3.07	26.75				26.75	4250.00	8000.00
Town of High Prairie	1	GAI	0.70	Gas Rate	1.60	0.27						2.57	25.00				25.00	0.00	0.00
Town of Manning	1	GAI	0.70	Gas Rate	2.50	0.27						3.47	22.00				22.00	0.00	0.00
Town of Rainbow Lake Gas Utility	1	GAI	0.70	Gas Rate	2.50	0.27						3.47	15.00				15.00	0.00	0.00
Town of Valleyview Gas Utility	1	GAI	0.70	Gas Rate	1.70	0.27	2.00					2.68	18.45	0.00	0.00	0.00	18.45	0.00	0.00
Alder Flats Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.20	0.27						2.17	35.00				35.00	3000.00	6000.00
Buck Lake Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.50	0.27						2.47	25.00		40.00	5.00	70.00	7500.00	7500.00
Buck Mountain Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.40	0.27	2.00					2.38	28.00				28.00	3600.00	7500.00
Evergreen Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.50	0.27	0.00	0.00	0.00	0.00	0.00	2.47	30.00	0.00	0.00	0.00	30.00	6400.00	8500.00
Pembina River Natural Gas Co-op Ltd.	2	GAI	0.70	Utility's Variable Rate	0.97		0.00	0.00	0.00	0.00	0.00	1.67	35.50	0.00	0.00	0.00	35.50	3500.00	8000.00
Ste. Anne Natural Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.50	0.27	4.00			1.00		3.50	40.00		5.00		45.00	5000.00	8500.00
TRL Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	2.15	0.27						3.12	35.00				35.00	3500.00	8500.00
West Parkland Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.76	0.27	3.00					2.75	28.00		2.75		30.75	3750.00	6000.00
Yellowhead Gas Co-op Ltd.	2	GAI	0.70	Gas Rate	1.49	0.27	2.00					2.47	28.00				28.00	5250.00	8900.00
County of Two Hills Gas Utility	3	GAI	0.70	Gas Rate	1.60	0.27						2.57	18.00		5.00		23.00	4000.00	8000.00
County of Vermilion River	3	GAI	0.70	Gas Rate	1.35	0.27						2.32	30.00				30.00	2750.00	8000.00
Lac La Biche County	3	GAI	0.70	Utility's Variable Rate	1.65							2.35	25.00				25.00	0.00	0.00
Smoky Lake County	3	GAI	0.70	Utility's Variable Rate	1.94							2.64	26.00				26.00	3500.00	7000.00
Thorhild County	3	GAI	0.70	Utility's Variable Rate	2.45				0.00	0.00	0.00	3.15	27.00	0.00	0.00	4.00	31.00	3500.00	8250.00
Town of Redwater	3	GAI	0.70	Gas Rate	2.15	0.27						3.12	19.00				19.00	0.00	0.00
Town of Smoky Lake	3	GAI	0.70	Gas Rate	1.90	0.27				0.40		3.27	25.00				25.00	2500.00	2500.00
Village of Boyle Gas Utility	3	GAI	0.70	Utility's Variable Rate	2.20							2.90	15.00		5.00		20.00	0.00	0.00
Coronado Gas Co-op Ltd.	4	GAI	0.70	Gas Rate	2.25	0.27	0.00	0.00	0.00	0.10	0.00	3.32	33.00	0.00	0.00	0.00	33.00	0.00	8250.00
Kehewin	4	GAI	0.70	Utility's Variable Rate	2.25							2.95	20.00				20.00	0.00	0.00
Lac La Biche District Natural Gas Co-op Ltd.	4	GAI	0.70	Gas Rate	2.25	0.27						3.22	35.00				35.00	5000.00	8000.00
Lamco Gas Co-op Ltd.	4	GAI	0.70	Gas Rate	1.75	0.27	3.00	0.00	0.00	0.50	0.00	3.24	37.00	0.00	8.00	0.00	45.00	7000.00	11000.00
Minco Gas Co-op Ltd.	4	GAI	0.70	Gas Rate	1.50	0.27	0.00	0.00	0.00	0.00	0.00	2.47	19.50	0.00	0.00	0.00	19.50	4750.00	9500.00
North East Gas Co-op Ltd.	4	GAI	0.70	Gas Rate	1.00	0.27						1.97	10.00				10.00	6250.00	6250.00
Ankerton Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.75	0.27						2.72	32.00				32.00	3000.00	10000.00
Battle River Gas Co-op Ltd.	5	GAI	0.70	Utility's Variable Rate	2.29						4.19	2.99	31.00		5.00		36.00	3250.00	8250.00
Dry Country Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.60	0.27						2.57	28.00				28.00	3000.00	7500.00
Iron Creek Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.40	0.27						2.37	30.00		7.50		37.50	0.00	10000.00
Natural Gas Co-op 52 Ltd.	5	GAI	0.70	Gas Rate	1.80	0.27						2.77	30.00		7.50		37.50	2500.00	10000.00
Paintearth Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.40	0.27	3.00			0.69		3.08	30.00				30.00	3000.00	10000.00
Paintearth Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.40	0.27						2.67	30.00				30.00	4000.00	7000.00
Phoenix Gas Co-op Ltd.	5	GAI	0.70	Gas Rate	1.70	0.27						2.67	25.00				25.00	1500.00	0.00
Sedgewick Killam Natural Gas System	5	GAI	0.70	Gas Rate	1.40	0.27	0.00	0.00	0.00	0.00	0.00	2.37	25.00				25.00	0.00	0.00
Town of Castor Gas Utility	5	GAI	0.70	Gas Rate	1.90	0.27	0.00	0.00	0.00	0.00	0.00	2.87	30.00	0.00	0.00	0.00	30.00	0.00	0.00
Town of Daysland Gas Utility	5	GAI	0.70	Gas Rate	1.40	0.27						2.37	25.00				25.00	1500.00	0.00
Town of Wainwright Gas Utility	5	GAI	0.70	Gas Rate	1.28	0.27	2.50					2.27	25.50				25.50	0.00	0.00
Village of Chauvin	5	Chauvin	0.00		0.97						1.00	1.97	27.00				27.00	0.00	0.00
Village of Forestburg	5	GAI	0.70	Gas Rate	1.75	0.27	0.00	0.00	0.00	0.30	0.00	3.02	38.65	0.00	0.00	0.00	38.65	1900.00	0.00
Village of Halkirk Gas Utility	5	Paintearth Gas	4.31		1.20					0.40		5.91	25.00				25.00	0.00	0.00
Burnt Lake Gas Co-op Ltd.	6	GAI	0.70	Gas Rate	1.55	0.27	5.00				1.00	3.56	30.50				30.50	0.00	0.00
Chain Lakes Gas Co-op Ltd.	6	GAI	0.70	Utility's Variable Rate	2.19					0.30		3.19	30.00				30.00	4250.00	7500.00
Crossroads Gas Co-op Ltd.	6	GAI	0.70	Gas Rate	2.55	0.27			0.20	0.15		3.87	26.50				26.50	4250.00	8000.00

Utility Name	Zone	Wholesale Gas Purchased From	Wholesale Purchase Rate	Location of Variable Rate	Delivery/Variable Rate (Per GJ)	GAI Variable Rate	Gas Loss Wholesale Price (%)	Gas Loss Charge (%)	Gas Loss Charge (GJ)	System Improvement Fee	Other Charges on the Gas Rate	TOTAL	Monthly Service Charge	Gas Loss Monthly	System Improvement Monthly Charge	Other Monthly Charges	TOTAL MONTHLY	Infill Urban	Infill Rural
Diamond Valley Gas Co-op Ltd.	6	GAI	0.70	Gas Rate	2.50	0.27	5.00					3.51	33.00		5.00		38.00	5000.00	8500.00
Foothills Natural Gas Co-op Ltd.	6	GAI	0.70	Gas Rate	1.25	0.27	0.00	0.00	0.00	0.00	0.00	2.22	21.00	0.00	0.00	0.00	21.00	4500.00	7750.00
G.L.D.C. Gas Co-op Ltd.	6	GAI	0.70	Gas Rate	2.00	0.27	3.00			0.25		3.24	33.00		5.00		38.00	4500.00	8250.00
Rocky Gas Co-op Ltd.	6	GAI	0.70	Utility's Variable Rate	2.74		2.00			0.25	1.25	4.95	30.00				30.00	5200.00	6800.00
Town of Sundre	6	GAI	0.70	Gas Rate	1.45	0.27				0.21		2.63	26.00				26.00	1500.00	0.00
Big Country Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	1.50	0.27						2.47	25.00		5.00		30.00	0.00	0.00
Cochrane Lake Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	2.10	0.27	2.00	0.00		0.00	0.00	3.08	29.50	0.00	0.00	10.00	39.50	7570.00	12215.00
Dinosaur Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	1.50	0.27						2.47	43.00				43.00	4500.00	8000.00
Harvest Hills Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	1.60	0.27						2.57	30.00				30.00	3750.00	8250.00
Meota Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	2.00	0.27	2.00	0.00	0.00			2.98	38.00				38.00	6500.00	8500.00
Pioneer Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	1.55	0.27	0.00	0.00	0.00	0.50	0.00	3.02	25.00	0.00	0.00	0.00	25.00	0.00	8000.00
Rockyview Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	2.07	0.27	1.42					3.05	30.00		0.50		30.50	3500.00	8250.00
Rosebud Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	1.40	0.27	2.00					2.38	30.00		4.00		34.00	3500.00	8500.00
Tirol Gas Co-op Ltd.	7	GAI	0.70	Gas Rate	2.00	0.27						2.97	30.00				30.00	0.00	0.00
Bow River Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.90	0.27				0.40		3.27	50.00				50.00	4000.00	8000.00
Chief Mountain Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.40	0.27	0.00	0.00	0.00	0.25	0.00	2.62	15.00	0.00	0.00	0.00	15.00	3000.00	7500.00
Chinook Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.90	0.27	2.00	2.00				2.92	29.00				29.00	0.00	8250.00
Forty Mile Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.70	0.27	0.00	0.00	0.00	0.00	0.00	2.67	34.00	0.00	0.00	0.00	34.00	4000.00	8000.00
Little Bow Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.20	0.27		2.00				2.19	15.00				15.00	8000.00	8000.00
Sunshine Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.40	0.27	2.00	0.00	0.00	0.00	0.00	2.38	30.00	0.00	0.00	0.00	30.00	2000.00	6500.00
Triple W Natural Gas Co-op Ltd.	8	GAI	0.70	Gas Rate	1.60	0.27						2.57	33.00			5.00	38.00	3000.00	8250.00

Average Utility Variable Rate = 1.74

Average Total Per GJ Rate = 2.84

Average Total Monthly Charge = 29.60



Request for Decision (RFD)

Information deferred from:

Meeting Date: Thursday, January 23, 2025

Agenda Item: #7.12

Topic: Smoky Lake Regional Heritage Board Recommendations

Presented By: CAO

Recommendation:

That Smoky Lake County Council address the Smoky Lake Regional Heritage Board (SLRHB) recommendation from the January 13, 2025, Joint Municipalities Meeting: to form a committee to collaboratively manage historic resources and increase heritage driven tourism; by acknowledging Smoky Lake County's existing appointees to the SLRHB (being Councillor Fenerty and Councillor Halisky as alternate) serve as the County's representation on the SLRHB, as well we as any SLRHB subcommittee.

That Smoky Lake County Council address the Smoky Lake Regional Heritage Board (SLRHB) recommendation from the January 13, 2025, Joint Municipalities Meeting: for the County to employ a seasonal temporary employee to augment the existing two employees hired by the Town of Smoky Lake to enhance the visitor experience beyond paper and electronic media, thereby increasing heritage-driven tourism for the region; by providing an option of utilizing a portion of the Year-2025 SLRHB budget allocation to hire an employee under a season temporary employment position, for the purpose of heritage-driven tourism.

That Smoky Lake County Council address the Smoky Lake Regional Heritage Board (SLRHB) recommendation from the January 13, 2025, Joint Municipalities Meeting: to install a tourism booth in a prominent location, with a variety of guides to services and heritage information for visitors from mid-April through to the Pumpkin Fair week; by recommending the Town of Smoky Lake and/or the SLRHB seek grant funding for a tourism booth, with the County providing a letter of support for any grant applications.

Background:

Council approved to increase the budgeted contribution amount towards the Smoky Lake Regional Heritage Board (SLRHB) to \$35,000 for 2025, 2026, and 2027, at the November 20, 2024, County Council Budget Meeting

The SLRHB Chairperson, Noreen Easterbrook, provided a presentation at the January 13, 2025, Joint Municipalities Meeting to seek collaboration with the County, Town, Villages and SLRHB to devise a plan for promoting heritage through education, tourism and heritage-driven economic development. The SLRHB envisions:

1. Historic resources promoted as showpieces and ensure that visitors are able to access them.
2. A directional sign on Highway 28 indicating a tourist information centre and historic train station.
3. A Smoky Lake regional tourist booth in a prominent location just off of highway 28 would provide information on services and heritage sites in a timeframe additional to July and August.
4. Knowledgeable and enthusiastic summer staff, central to a positive visitor experience directing people to services and points of interest in the area.



Request for Decision (RFD)

5. Seasonal staff as the contact for arranging individual visitor viewings or group tours, who would provide access to locked historic resources. Dressed in period costume, they could bring some of our historic buildings to life.
6. Integrated schedules of the Town and County summer staff to allow weekend coverage.
7. If the museum chooses to be involved, their building can be open for certain times utilizing the summer student schedule.
8. Short films that the heritage board has produced could be shown in key locations providing perspectives on the history and culture of the region. For example, audio or video recordings of elders relating stories of their school days would greatly enhance the visitor experience at the newly restored Ruthenia School. There are additional recordings available for the House In The Middle Of The Road and other potential venues. There are recently completed oral history films of the train station-master and family that can be played at the town's CN station.
9. Outside of the summer employment months, the visitor booth should be configured with a self-serve weather-proof kiosk for continual information distribution.
10. Information on business services, artisans, cultural events, recreation, cultural experiences, heritage tours, and maps of the region along with historic walking tour of the town, and driving tours of the county and villages would all be available. Brochures from other sites can be exchanged with our own to promote this region in central Alberta for a wider distribution of promotional materials.

With this vision in mind, the SLRB made three recommendations:

SLRHB RECOMMENDATION 1: Form a committee to collaboratively manage historic resources and increase heritage-driven tourism. This committee will be made up of Heritage Board and municipal representatives for inclusive decision making to plan strategies that will achieve shared goals and objectives.

RECOMMENDATION 2: Hire one seasonal employee. The County could provide a summer student to augment the two that are hired by the town for similar purposes considering that people enhance the visitor experience beyond paper and electronic media, thereby increasing heritage-driven tourism for our region.

RECOMMENDATION 3: Consider having a tourism booth to be installed in a prominent location, with a variety of guidance to services and heritage available for visitors to access throughout the tourism period, which tends to run from mid-April through Pumpkin Fair week.

Benefits: See above

Disadvantages: Unknown

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

Financial Implications: The County's SLRHB budget allocation for 2025 is \$35,000

Legislation: Bylaw No. 1371-20: Smoky Lake Regional Heritage Board

Intergovernmental: Smoky Lake Region Municipalities

Strategic Alignment: N/A

Enclosure(s): N/A

Signature of the CAO: _____



BY EMAIL AND MAIL

January 16, 2025

Jered Serben, Reeve
Smoky Lake County
PO Box 310
Smoky Lake, AB T0A 3C0

Dear Jered Serben:

RE: Industrial Inquiry Commission Reviewing Canada Post

As you may know, the Canada Industrial Relations Board, as instructed by the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission led by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

The Commission has been tasked with reviewing the obstacles to negotiated collective agreements, as well as making recommendations about the future structure of Canada Post. The Commission has until May 15, 2025, to submit its final report to the government.

While time is extremely short, the good news is that there is an opportunity for you to make a submission as part of the Commission's public review. CUPW would like to ensure that the views of municipalities are considered. Therefore, if at all possible, we would like you to provide input to the Commission.

During the last public review on the mandate of Canada Post in 2016, the active engagement of municipalities was critical in the decision to maintain door-to-door delivery and immediately stop the further rollout of community mailboxes. However, there is nothing to stop the Commission from making recommendations to bring that back or to suggest other cutbacks.

We have enclosed a sample resolution that your municipality can adopt about making a submission to the Commission, expanding services at the public post office, and the need for more robust public stakeholder consultation. We have also included a document with some suggested themes to consider for your written submission. If you can, please let us know if you plan to participate, pass a resolution, and can send us copies of the materials you submit.

Upcoming Federal Election

We also find ourselves in a period of federal political uncertainty, with the possibility of a federal election only months away. This will raise public discussion and debates on many issues affecting the public and all municipalities.

In all likelihood, it will be the next federal government that will determine what will be done with the Commission's report.



In the run-up to the federal election, we urge you to question the political parties on their intentions for Canada Post, and insist they make clear their public commitments regarding the following issues:

- Preserving our universal and public postal service;
- Maintaining the moratorium on post office closures;
- Maintaining door-to-door mail delivery; and,
- Establishing postal banking to offset the loss of financial services in many communities.

Thank you very much for considering our request. There's a lot at stake and we appreciate anything you can do to help. CUPW is confident that we can build on our past success and convince the Commission to recommend against service cuts, to maintain good jobs in our communities, expand services that generate additional revenues to keep Canada Post self-sustaining and allow us to build a universal, affordable and green public postal system for future generations.

For more information, please visit deliveringcommunitypower.ca or contact Brigitte Klassen at bklassen@cupw-sttp.org.

Sincerely,



Jan Simpson
National President

Encl.

c.c. National Executive Committee, Regional Executive Committees, Regional and National Union Representatives, CUPW Locals, Specialists





Canada Post is Under Review through Section 108 of the *Canada Labour Code*

As you may know, the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post just before the holiday break, ordering CUPW members to return to work under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission lead by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

It will review Canada Post's financial situation, the possible diversification or alteration of delivery models, Canada Post's viability as it is currently configured, as well as bargaining issues, including full-time employment, health and safety and job security and produce a report not later than May 15, 2025. Accordingly, Kaplan's "recommendations may include amendments to the collective agreement, and any other changes to be implemented, including the structures, rights and responsibilities of the parties in the collective bargaining process."

The Commission is Seeking Input

We have an incredibly short timeline to follow. Hearings will begin January 27 with statements from both CUPW and Canada Post. The good news is that there is an opportunity for third parties to send in a written submission to the Commission as part of its public review. CUPW and Canada Post must have their bilingual submissions in to the commission by end of day Monday, January 20. We do not have a date or mechanism yet for third-party submissions, but it could be very soon. CUPW would like to ensure that the views of community groups, municipalities, allied organizations and labour are also considered. Therefore, if at all possible, we would like you to provide input to the Commission.

Please let us know if you will be making a submission. Please contact Brigitte Klassen at bklassen@cupw-sttp.org, so we can provide you with more details on how to send it to the Commission as soon as we have more information.

As time is of the essence and to help get you started on your submission, here are some suggested themes to consider that are important supplements to CUPW's bargaining demands.

- Keep Canada Post a Public Service
- Maintain universal service at a uniform price
- Expanded services to diversify and generate new revenue streams, no service cuts
 - add financial services
 - maintain the moratorium on post office closures to enable community hubs (meeting spaces, sales of local crafts, community gardens, government services for all levels of government)
 - maintain door-to-door delivery and increase where financially viable
- Major changes to Canada Post should not be made without full public consultation conducted through a mandate review involving all stakeholders

Keep Canada Post a Public Service

The Commission will examine the financial situation at Canada Post. Currently, the Crown Corporation is required only to be self-sufficient. It is completely user-funded and does not rely on taxpayer dollars. Canada Post still tends to prioritize major, high-profit customers over the public and providing a public service. Canada Post must not lose sight of its public interest objectives.

Major changes to Canada Post and the *Canadian Postal Service Charter* should not be made without full public consultation and hearings conducted through a mandate review involving all stakeholders. There is simply not enough time to do this under the Labour Minister's *Canada Labour Code* Section 108 order.

Maintain universal service at a uniform price

There have also been calls in the media and by various think tanks to privatize or deregulate Canada Post with little regard for the impact on public service or working conditions. Though transaction mail has been in decline, there are still over 2 billion letters delivered every year to an increasing number of addresses. Canada Post has an exclusive privilege (a monopoly) to handle letters so that it is able to generate enough money to provide affordable postal service to everyone, no matter where they live, be it a large urban centre or a rural or isolated community. There is no comparison in the world of a deregulated or privatized post office that serves anything near Canada's vast size and geography.

It will become increasingly difficult for our public post office to provide universal postal service if the exclusive privilege is eroded or eliminated. The exclusive privilege funds its universality. If parts of the service are deregulated or privatized, competitors will leave it to Canada Post alone to provide increasingly expensive delivery service to rural and remote communities, while they compete in profitable urban areas.

Providing Canada Post with an exclusive privilege to handle addressed letters is a form of regulation. Reducing or eliminating this privilege is deregulation. We have this regulation for a reason.

Expanded services to diversify and generate new revenue streams, no service cuts

For years, CUPW has been advocating for new and expanded services to help diversify and create new revenue streams as a direct means to handling decline in letter volumes. Many of these services, such as postal banking, already exist in many other post offices around the world and they generate significant revenue. Around the world, more than 1.2 billion people hold postal bank accounts.

Providing new services through the existing corporate retail network ensures that good jobs remain for workers and their families in the communities in which they live.

Financial Services

Given Canada Post's vast retail network, postal banking would offer in-community service for those who are underbanked or who have had their financial institutions close and leave town. Today, there are many rural communities with post offices, but no banks or credit unions. Very few Indigenous communities are served by local bank branches. Hundreds of thousands of low-income Canadians don't have bank

accounts at all, and almost 2 million Canadians rely on predatory payday lenders for basic financial services.

Postal banking is relatively straightforward. Like commercial banks, post offices would provide everyday financial services like chequing and savings accounts, loans and insurance. Postal banking could also be used to deliver government loans, grants and subsidies to boost renewable energy projects and energy-saving retrofits.

In many countries, postal banking is also mandated to provide financial access for all citizens and to play a role in addressing social inequalities. Postal banking could provide reliable financial services that everyone needs at affordable rates.

Community Hubs and Moratorium on Post Office Closures

We have also advocated community hubs (provide government services for all levels of government, meeting space, sales of local crafts, community gardens) and EV charging stations.

One of Canada Post's demands during Negotiations was to have the *flexibility* to close more than 130 of the 493 corporate Retail Post Offices that are protected under the current CUPW-Canada Post Urban Postal Operations collective agreement. These are post offices that are run by Canada Post and are not franchises located inside another host business.

While about three-quarters of these are also covered by an additional 1994 moratorium on closures, for those that are not, they could end up being privatized or disappear altogether if we lose this contract language. Residents may then have to travel further for their postal needs. No franchise host business is going to give up retail space for community hubs, nor parking space for charging stations that generate revenue for Canada Post. Longstanding, good-paying, full-time jobs in our communities could be replaced with low-wage, part-time work.

You can find a list of the post offices under the moratorium and how they are protected here:

<https://www.tpsgc-pwgsc.gc.ca/examendepostescanada-canadapostreview/rapport-report/bureaux-outlets-eng.html>

Senior Check-Ins

We have proposed creating a senior check-in service as well. Senior check-ins could bring peace of mind to loved ones and relatives who don't live nearby. Japan, France and Jersey in the British Isles currently offer effective and successful senior check-in services through their national postal services. Door-to-door postal workers are already watchful for signs that something isn't quite right. They could be allotted extra time on their routes to simply check in on seniors or people with mobility issues who sign up for the service to make sure everything is okay and deliver peace of mind.

Find out more about our service expansion proposals at <https://www.deliveringcommunitypower.ca>

Canada Post and the Industrial Inquiry Commission

Whereas the Canada Industrial Relations Board, as instructed by the Federal Minister of Labour, Steven MacKinnon, ordered the end to the postal strike and the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*.

Whereas the Federal Minister of Labour, Steven MacKinnon, created an *Industrial Inquiry Commission* under Section 108 of *Canada Labour Code*, led by William Kaplan, that will work with the Canadian Union of Postal Workers (CUPW) and Canada Post to examine the future of the public post office, including possible changes to the *Canadian Postal Service Charter*.

Whereas Canada Post is, first and foremost, a public service.

Whereas the *Commission* has been tasked with reviewing the obstacles to negotiated collective agreements between CUPW and Canada Post, the financial situation of Canada Post, Canada Post's expressed need to diversify and/or alter its delivery models in the face of current business demands, the viability of the business as it is currently configured, CUPW's negotiated commitments to job security, full-time employment, and the need to protect the health and safety of workers.

Whereas the *Commission* only has until May 15, 2025, to submit its final report to the government and make recommendations about the future structure of Canada Post.

Whereas while there is room for written input, the *Commission* process is not widely publicized, nor equivalent to a full and thorough public service review of Canada Post's mandate allowing for all stakeholder input, as has been undertaken by previous governments.

Whereas it will be crucial for the *Commission* to hear our views on key issues, including maintaining Canada Post as a public service, the importance of maintaining the moratorium on post office closures, improving the *Canadian Postal Service Charter*, home mail delivery, parcel delivery, keeping daily delivery, adding postal banking, greening Canada Post, EV charging stations, food delivery, improving delivery to rural, remote and Indigenous communities, and developing services to assist people with disabilities and help older Canadians to remain in their homes for as long as possible – and at the same time, helping to ensure Canada Post's financial self-sustainability.

Therefore, be it resolved that (name of municipality) provide input to the *Commission* in the form of a written submission.

Therefore, be it resolved that (name of municipality) will write the Federal Minister of Labour, Steven MacKinnon, and the Federal Minister of Public Services and Procurement of Canada, Jean-Yves Duclos, who is responsible for Canada Post, to demand that no changes be made to the *Canada Post Corporation Act*, Canada Post's mandate or the *Canadian Postal Service Charter* without a full, thorough, public review of Canada Post, including public hearings, with all key stakeholders, in every region of Canada.

PLEASE SEE THE MAILING INFORMATION FOR RESOLUTIONS ON REVERSE SIDE

MAILING INFORMATION

1) Please send your resolution to the Commission:

- We do not have a mailing address at this time. As we understand it, this is the email address that will collect the documents on behalf of the Commission:
edsc.cdi-iic.esdc@labour-travail.gc.ca

2) Please send your resolution to the Ministers responsible for Labour and Canada Post, and your Member of Parliament:

- Steven MacKinnon, Federal Minister of Labour, House of Commons, Ottawa, Ontario, K1A 0A6
- Jean-Yves Duclos, Federal Minister of Public Services and Procurement of Canada, House of Commons, Ottawa, Ontario, K1A 0A6
- Your Member of Parliament

Note: Mail may be sent postage-free to any member of Parliament. You can get your MP's name, phone number and address by going to the Parliament of Canada website at <https://www.ourcommons.ca/Members/en>

3) Please send copies of your resolution to:

- Jan Simpson, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3
- Rebecca Bligh, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister**MLA, Calgary-Hays*

January 20, 2025

AR116914

His Worship Gary Burns
Mayor
Summer Village of Horseshoe Bay
Box 1778
St. Paul, AB T0A 3A0

Dear Mayor Burns:

Through the Alberta Community Partnership (ACP) program, the Government of Alberta encourages strengthened relationships between municipalities and cooperative approaches to service delivery. By working in partnership with our neighbours, we create opportunities that support economic development and job creation. Together, we help build vibrant, resilient communities for the benefit of all Albertans.

I am pleased to inform you that the Summer Village of Horseshoe Bay has been approved for a grant of \$200,000 under the Intermunicipal Collaboration component of the 2024/25 ACP in support of your Alberta Iron Horse Trail (AIHT) Staging Area Development Plans project. This approval does not signify broader provincial support for any recommendation or outcome that might result from your project.

The conditional grant agreement will be sent shortly to your chief administrative officer to obtain the appropriate signatures.

The Government of Alberta looks forward to celebrating your ACP-funded project with you and your municipal partnership. I encourage you to send invitations for any milestone events to my office. We ask that you advise Municipal Affairs a minimum of 15 working days prior to the proposed event. If you would like to discuss possible activities or events to recognize your ACP achievements, please contact a grant advisor, toll-free by dialing 310-0000, then 780-422-7125, or at acp.grants@gov.ab.ca.

.../2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Ric McIver
Minister

cc: Honourable Brian Jean, MLA, Fort McMurray-Lac La Biche
Scott Cyr, MLA, Bonnyville-Cold Lake-St. Paul
Glenn van Dijken, MLA, Athabasca-Barrhead-Westlock
Craig Copeland, Mayor, City of Cold Lake
Elisa Brosseau, Mayor, Town of Bonnyville
Parrish Chi-Kin Tung, Mayor, Town of Elk Point
Maureen Miller, Mayor, Town of St. Paul
Amy Cherniwchan, Mayor, Town of Smoky Lake
Nicholas Werstiuk, Mayor, Village of Glendon
Leroy Kunyk, Mayor, Village of Vilna
Richard Warren, Mayor, Village of Waskatenau
Barry Kalinski, Reeve, Municipal District of Bonnyville No. 87
Glen Ockerman, Reeve, County of St. Paul No. 19
Jered Serben, Reeve, Smoky Lake County
Debbie Tyson, Chief Administrative Officer, Summer Village of Horseshoe Bay
Kevin Nagoya, Chief Administrative Officer, City of Cold Lake
Bill Rogers, Chief Administrative Officer, Town of Bonnyville
Ken Gwozdz, Chief Administrative Officer, Town of Elk Point
Steven Jeffery, Chief Administrative Officer, Town of St. Paul
Dawn Phillips, Chief Administrative Officer, Town of Smoky Lake
Krista Feland, Chief Administrative Officer, Village of Glendon
Earla Wagar, Chief Administrative Officer, Village of Vilna
Bernice Macyk, Chief Administrative Officer, Village of Waskatenau
Matt Janz, Interim Chief Administrative Officer Municipal District of Bonnyville No. 87
Jason Wallsmith, Chief Administrative Officer, County of St. Paul No. 19
Kevin Lucas, Chief Administrative Officer, Smoky Lake County



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

#10.3

January 20, 2025

AR116914

Her Worship Amy Cherniwchan
Mayor
Town of Smoky Lake
PO Box 460
Smoky Lake, AB T0A 3C0

Dear Mayor Cherniwchan:

Through the Alberta Community Partnership (ACP) program, the Government of Alberta encourages strengthened relationships between municipalities and cooperative approaches to service delivery. By working in partnership with our neighbours, we create opportunities that support economic development and job creation. Together, we help build vibrant, resilient communities for the benefit of all Albertans.

I am pleased to inform you that the Town of Smoky Lake has been approved for a grant of \$200,000 under the Intermunicipal Collaboration component of the 2024/25 ACP in support of your Regional Economic Development – Highway Corridor Concept Plan project. This approval does not signify broader provincial support for any recommendation or outcome that might result from your project.

The conditional grant agreement will be sent shortly to your chief administrative officer to obtain the appropriate signatures.

The Government of Alberta looks forward to celebrating your ACP-funded project with you and your municipal partnership. I encourage you to send invitations for any milestone events to my office. We ask that you advise Municipal Affairs a minimum of 15 working days prior to the proposed event. If you would like to discuss possible activities or events to recognize your ACP achievements, please contact a grant advisor, toll-free by dialing 310-0000, then 780-422-7125, or at acp.grants@gov.ab.ca.

.../2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Ric Mclver
Minister

cc: Honourable Brian Jean, MLA, Fort McMurray-Lac La Biche
Scott Cyr, MLA, Bonnyville-Cold Lake-St. Paul
Glenn van Dijken, MLA, Athabasca-Barrhead-Westlock
Leroy Konyk, Mayor, Village of Vilna
Richard Warren, Mayor, Village of Waskatenau
Jered Serben, Reeve, Smoky Lake County
Dawn Phillips, Chief Administrative Officer, Town of Smoky Lake
Earla Wagar, Chief Administrative Officer, Village of Vilna
Bernice Macyk, Chief Administrative Officer, Village of Waskatenau
Kevin Lucas, Chief Administrative Officer, Smoky Lake County



#10.4

ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

January 20, 2025

AR116914

Her Worship Mureen Miller
Mayor
Town of St. Paul
PO Box 1480
St. Paul, AB T0A 3A0

Dear Mayor Miller:

Through the Alberta Community Partnership (ACP) program, the Government of Alberta encourages strengthened relationships between municipalities and cooperative approaches to service delivery. By working in partnership with our neighbours, we create opportunities that support economic development and job creation. Together, we help build vibrant, resilient communities for the benefit of all Albertans.

I am pleased to inform you that the Town of St. Paul has been approved for a grant of \$150,000 under the Intermunicipal Collaboration component of the 2024/25 ACP in support of your Regional Service Delivery – Waste Management project. This approval does not signify broader provincial support for any recommendation or outcome that might result from your project.

The conditional grant agreement will be sent shortly to your chief administrative officer to obtain the appropriate signatures.

The Government of Alberta looks forward to celebrating your ACP-funded project with you and your municipal partnership. I encourage you to send invitations for any milestone events to my office. We ask that you advise Municipal Affairs a minimum of 15 working days prior to the proposed event. If you would like to discuss possible activities or events to recognize your ACP achievements, please contact a grant advisor, toll-free by dialling 310-0000, then 780-422-7125, or at acp.grants@gov.ab.ca.

.../2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Ric McIver
Minister

cc: Honourable Brian Jean, MLA, Fort McMurray-Lac La Biche
Scott Cyr, MLA, Bonnyville-Cold Lake-St. Paul
Glenn van Dijken, MLA, Athabasca-Barrhead-Westlock
Jered Serben, Reeve, Smokey Lake County
Glen Ockerman, Reeve, County of St. Paul No. 19
Parrish Chi-Kin Tung, Mayor, Town of Elk Point
Amy Cherniwchan, Mayor, Town of Smokey Lake
Leroy Kunyk, Mayor, Village of Vilna
Richard Warren, Mayor, Village of Waskatenau
Kevin Lucas, Chief Administrative Officer, Smoky Lake County
Jason Wallsmith, Chief Administrative Officer, County of St. Paul
Ken Gwozdz, Chief Administrative Officer, Town of Elk Point
Dawn Phillips, Chief Administrative Officer, Town of Smoky Lake
Steven Jeffery, Chief Administrative Officer, Town of St. Paul
Earla Wager, Chief Administrative Officer, Village of Vilna
Bernice Macyk, Chief Administrative Officer, Village of Waskatenau



To: Town of Smoky Lake and Smoky Lake County

Date: January 20, 2025

Proposal for Sponsorship of Smoky Lake Pumpkin Growers at Edmonton Boat and Sportsmen Show March 19 to 23, 2025

1. Introduction

The Smoky Lake Pumpkin Growers is a dedicated group of volunteers committed to host a family event annually in October. This event continues to draw thousands to the 3 day festival. We are reaching out to the Town of Smoky Lake and Smoky Lake County to propose a partnership that will host a booth (in conjunction with Travel Lakeland) at the Edmonton Boat and Sportsmen Show March 19 to 23, 2025 at the Expo Centre. We believe that participating at Edm B&S will provide a valuable opportunity to showcase our event and the Smoky Lake Region.

The show is the ultimate destination to gear up for fishing, boating, hunting, and embracing thrilling adventures in the vast outdoors hosting tens of thousands of visitors.

2. Project Objectives

- Represent Smoky Lake at the show showcasing the Pumpkin Fair and other visitor assets in the Region.
- Increase public awareness of Smoky Lake Region.
- Attract and engage new volunteers interested in supporting our organization's mission.
- Connect with other volunteer groups and community organizations.

3. Proposed Activities

- Staff an informative booth at the tradeshow to engage with attendees.
- Distribute information about Smoky Lake Region, volunteer opportunities, and upcoming events.
- Collect contact information from interested individuals.

4. Sponsorship Request

- Booth fees invoiced by and payable to Travel Lakeland.
- Volunteer mileage and expenses



- Use of the Smoky Lake Region Tradeshow Booth
- Use of Smoky Lake County printer for production of the Smoky Lake Region Fishing Brochure and other materials
- Pumpkin Grower sponsorship for administering the tradeshow on behalf of the Town and County

5. Benefits to the Municipalities

- Enhanced Community Spirit: Demonstrates the Municipalities' support for volunteerism and community engagement.
- Increased Community Awareness: Raises awareness of the valuable contributions of local volunteer groups.
- Improved Community Image: Projects a positive image of the Municipalities as a supportive and vibrant community.
- Potential for Increased Community Participation: Encourages greater civic engagement among residents to promote Smoky Lake Region.

6. Budget

- Booth space – estimated \$1650
- Volunteer expenses – estimated \$3000 (hotels, meals, mileage)
- Pumpkin Growers administration free - \$1000
- Incidentals - \$350

Total is estimated at \$6000. Travel Lakeland and Smoky Lake Pumpkin Growers will invoice for actual amounts, not to exceed the budget estimate.

7. Conclusion

We believe that this partnership will be mutually beneficial. By sponsoring the Pumpkin Growers administration and management of the B&S show, the Municipalities will be able to participate at one of their regular promotional events, demonstrate your commitment to supporting community organizations and fostering a vibrant and engaged community. We look forward to the opportunity to collaborate with the Municipalities on this exciting initiative.

Sincerely,

Michelle Wright

President 2025, Smoky Lake Pumpkin Growers

780 656 5398, smokylakepumpkingrowers@gmail.com

Municipality of SMOKY LAKE COUNTY

	<u>CIBC GENERAL ACCOUNT</u>	<u>GENERAL ACCOUNT</u>	<u>ATB PAYROLL ACCOUNT</u>	<u>NOTICE ACCOUNT</u>	<u>SAVINGS ACCOUNT</u>
NET BALANCE AT October 31, 2024	359,915.15	1,095,764.34	265,500.09	15,667,721.45	4,080,448.42
Receipts for the month of Nov					
Interest	1,012.80	3,007.11	998.40	58,072.79	14,074.88
Taxes & Penalties		314,688.09			
Utility	926.88	166,452.01			
Miscellaneous Services & Sales		20,210.92			
Town Gas		13,261.63			
GST		61,034.73			
Transfers to/from Savings		250,000.00			
Total Receipts	1,939.68	828,654.49	998.40	58,072.79	14,074.88
SUB-TOTAL	361,854.83	1,924,418.83	266,498.49	15,725,794.24	4,094,523.30
LESS					
Disbursements for the month of Nov					
Transfer funds to ATB Payroll		-362,303.60	362,303.60		
Transfer funds to Savings					-250,000.00
Bills and Accounts		-1,104,009.43	-363,427.20		
Bank Charges	-13.00	-172.38			
Total Disbursements	-13.00	-1,466,485.41	-1,123.60	0.00	-250,000.00
NET BALANCE AT November 30, 2024	361,841.83	457,933.42	265,374.89	15,725,794.24	3,844,523.30
NET BALANCE AT November 30, 2024	361,690.00	876,437.34	265,374.89	15,725,794.24	3,844,523.30
Outstanding Deposits	151.83	7,564.23			
Less Outstanding Cheques		-426,068.15			
NET BALANCE AT November 30, 2024	361,841.83	457,933.42	265,374.89	15,725,794.24	3,844,523.30
REVOLVING LINE OF CREDIT					
NET BALANCE AT October 31, 2024					0.00
Disbursements					0.00
Payments					0.00
NET BALANCE AT November 30, 2024					0.00

THIS STATEMENT SUBMITTED TO COUNCIL, THIS

Reeve

Secretary-Treasurer

Municipality of SMOKY LAKE COUNTY

	CIBC GENERAL ACCOUNT	GENERAL ACCOUNT	ATB PAYROLL ACCOUNT	NOTICE ACCOUNT	SAVINGS ACCOUNT
NET BALANCE AT November 30, 2024	361,841.83	457,933.42	265,374.89	15,725,794.24	3,844,523.30
Receipts for the month of Dec					
Interest	875.91		1,085.38	55,922.54	11,061.50
Taxes & Penalties		91,339.19			
Utility	324.64	325,990.23			
Miscellaneous Services & Sales		88,554.72			
Odorant/CNG/Infill/Town Gas		49,333.73			
Grant for Fire dept		10,000.00			
Sale of capital assets		42,000.00			
Commercial building inspection		215,787.29			
Transfer funds to/fr savings		1,350,000.00			
Total Receipts	1,200.55	2,173,005.16	1,085.38	55,922.54	11,061.50
SUB-TOTAL	363,042.38	2,630,938.58	266,460.27	15,781,716.78	3,855,584.80
LESS					
Disbursements for the month of Dec					
Transfer funds to ATB Payroll		-382,613.30	382,613.30		
Transfer funds to/fr savings					-1,350,000.00
AFF Payment					
Bills and Accounts		-1,527,533.03	-385,926.05		
Bank Charges	-13.00	-168.06			
Total Disbursements	-13.00	-1,910,314.39	-3,312.75	0.00	-1,350,000.00
NET BALANCE AT December 31, 2024	363,029.38	720,624.19	263,147.52	15,781,716.78	2,505,584.80
NET BALANCE AT December 31, 2024	363,029.38	956,215.01	263,147.52	15,781,716.78	2,505,584.80
Outstanding Deposits		5,850.65			
Less Outstanding Cheques		-241,441.47			
NET BALANCE AT December 31, 2024	363,029.38	720,624.19	263,147.52	15,781,716.78	2,505,584.80
REVOLVING LINE OF CREDIT					
NET BALANCE AT November 30, 2024		<u><u>0.00</u></u>			
Disbursements		0.00			
Payments		0.00			
NET BALANCE AT December 31, 2024		<u><u>0.00</u></u>			

THIS STATEMENT SUBMITTED TO COUNCIL,

Reeve

Secretary-Treasurer