

**SMOKY LAKE COUNTY**

Minutes of the **County Council meeting** held on Thursday, **February 19, 2009** at 9:15 A.M. in the County Council Chambers.

The meeting was called to Order by the Reeve Mr. Cory Ollikka in the presence of the following persons:

|                 |                      | <u>A T T E N D A N C E</u>         |
|-----------------|----------------------|------------------------------------|
|                 |                      | <u>Thursday, February 19, 2009</u> |
| <u>Div. No.</u> | <u>Councilors(s)</u> |                                    |
| 1               | Dareld Cholak        | Present                            |
| 2               | Ron Bobocel          | Present                            |
| 3               | Barton Coady         | Present                            |
| 4               | Lori Danyluk         | Present                            |
| 5               | Cory Ollikka         | Present                            |
| C.A.O.          | Cary Smigerowsky     | Present                            |
| Asst CAO/R.S    | Lydia Cielin         | Present                            |
| *****           |                      |                                    |

8 Members of the Public in attendance.

Twila Bauman, Planning and Communications Manager entered the Council Chambers, time 9:15 a.m.

Jane Dauphinee, Planner, Municipal Planning Services (Alberta) Ltd. entered the Council Chambers, time 9:15 a.m.

**2. Agenda:**

**Agenda**

240-09: Bobocel

That the Agenda for Thursday, February 19, 2009 County Council meeting, be adopted as amended:

**Addition(s):**

1. Letter dated February 18, 2009: Colette Caron – Re: Recycling.
2. Executive Session: Personnel.

Carried Unanimously.

**3. Minutes:**

**Minutes of January 15, 2009 – Committee of the Whole Meeting: Planning**

241-09: Danyluk

That the minutes of the County Council Committee of the Whole Meeting: Planning held on Thursday, January 15, 2009 be adopted.

Carried.

**Minutes of January 16, 2009 - County Council Meeting**

242-09: Coady

That the minutes of the County Council Meeting held on Friday, January 16, 2009 be adopted.

Carried.

**4. Request For Decision(s):**

**Public Hearing:**

**Bylaw No. 1179-08:**

Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4.

**Bylaw No. 1180-08:**

Develop and adopt a Whitefish Lake Area Structure Plan.

**Public Hearing opened @ 9:17 a.m.**

243-09: Ollikka

That County Council recess the County Council meeting to call the Public Hearing Meeting to order, time 9:17 a.m.

Carried.

The Reeve Cory Ollikka called the Public Hearing to Order at 9:17 a.m. in the presence of all the Council members, the Chief Administrative Officer and the Assistant Chief Administrative Officer/Recording Secretary.

General public: 5 members of the public in attendance for the Public Hearing.

**Bylaw No. 1179-08: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4.****Responses**

The Chief Administrative Officer reported that no verbal or written responses were received on the proposed Bylaw.

**Bylaw 1179-08** was given first reading on November 20, 2008 for the purpose of closing to Public Travel and Disposing of a portions of Public Highway hereby close and consolidate the unused portion of the Undeveloped Road Allowance within Pt. SW 03-59-19-W4, affecting 3.631 Acres to Consolidate within SW 03-59-19-W4, for a total of 14.731 Acres.

**Against the Bylaw(s):**

No comments against **Bylaw No. 1179-08**: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4.

**For the Bylaw:**

No comments for the **Bylaw No. 1179-08**: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4.

**Rebuttals:**

No rebuttals.

244-09: Cholak

That County Council make the recommendation to submit to the Minister of Transportation for approval on **Bylaw No. 1179-08**: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4; and proceed with second and third readings pending approval received from the Minister.

Carried.

**9:22 a.m.****Bylaw No. 1180-08:****Develop and adopt a Whitefish Lake Area Structure Plan.**

General public: 8 members of the public in attendance for the Public Hearing.

The Chief Administrative Officer provided background information on **Bylaw No. 1180-08**:

- ▶ Survey: July 4, 2006.
- ▶ Open Houses: July 28, 2007 at Spedden and September 20, 2008 at Vilna (35 people in attendance).
- ▶ Whitefish Lake Band Meeting: April 14, 2008 in Edmonton.

- ▶ **Bylaw 1180-08** was given first reading on December 15, 2008 to authorize the Municipal Council of Smoky Lake County to **authorize to develop and adopt a Whitefish Lake Area Structure Plan.**

The Chief Administrative Officer reported that no verbal responses received in favor or against the proposed Bylaw 1180-08, had been received.

Three written responses received for the proposed Bylaw 1180-08.

**For the Bylaw:**

**Mrs. Lori Danyluk – Councillor Division 4**

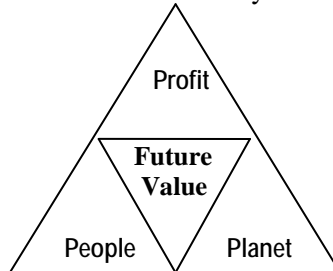
Letter was distributed and read:

**Comments of Concern:**

- The purpose for any planning document is a sustainable future.

**Core Principals:**

Environmental Sustainability  
 Social Sustainability  
 Economic Sustainability



Integrate economic, environmental and social success factors in these strategies

**Core Principal:**

Partnerships

Relationship between the public and private sector (ie. the developer):  
 Shared vision and Trust factor.

- **I recommend Council to consider the following changes and additions to the Whitefish Lake Area Structure Plan:**

1. To include an Environmental Conservation Area under 3.2 Environmental Protection.

**Purpose:** is to protect areas which have severe development limitation and may have negative impact on surrounding environment. NE-4 along tributary, sensitive fish habitat.  
*This area should be marked on Map 3.*

2. To include Rural Conservation Area on Map 3. The predominant use in the rural conservation shall be extensive agriculture and farm related uses, forestry and natural areas. The land designated in this area should be the crown land and no leases should be issued which would result in any intensive recreational residential development.

**Therefore the changes would be:**

- ▶ Rural conservation to be shown on Map 3 and this land to be crown land.
- ▶ Environmental conservation to be shown on Map 3 - NE-4 along the tributary to the lake.
- ▶ Agricultural land to be shown on Map 3 - as all deeded parcels of land.

3. **Page 18: Conservation Residential Development Policies.**

19.1 The following changes in wording to allow the municipality to negotiate a percentage of open space upon site analysis allowing more flexibility. ie. Open space may comprise at least 50% of the gross development area upon site analysis. Where this requirement cannot be met because of the configuration of the parcel area or the characteristics of the landscape the municipality may reduce this standard.

or

- ie. Open Space shall comprise a percentage of the gross development area upon site analysis.
  - ▶ The wording “Residential Conservation Development” to also include the word “Cluster”.
  - ▶ Include “Site Diagrams” to show the difference.
- 4. **Page 21: Conservation Residential Development Policies**  
#8. Residential Density: should not be stated here as a maximum of 160 dwellings until a site analysis.
- 5. **Page 27: 3.2 Environmental Protection**  
#3. Is this Fire Smart and does it meet our requirements?  
#5. Add to this: Where this requirement cannot be met because of the configuration of the parcel area or the characteristics of the landscape the municipality may reduce this standard.

**For the Bylaw:****Mr. Roy Shupenia**

Letter was distributed and read by the Reeve:

**Comments of Concern:**

- It appears an attempt is being made to fix something that is not broken. The MGA, as a guideline, pretty much covers all aspects of subdivisions. This proposed paper wants to introduce a conservation area in to any new subdivision, which may comprise of 50% or more of the sub dividable lands.
- There are only 3 or 4 tilted parcels of land on the shore of Whitefish Lake that this could apply to. The lands surrounding these potentially sub dividable parcels are mostly held by the crown. Considering the quality of soil it is best suited for pasture and nothing else. I do not know that a subdivision is going to create a concrete jungle in which we must maintain a parcel of the local flora and fauna. There may be 10,000 plus acres of this marginal land surrounding these potential subdivisions. Some body or group would have to care for, pay taxes and maintain these parcels within the subdivision. In giving up these large parcels of land, would have a negative affect on the developer and potential buyers. The costs of the infrastructure are the same, however, to say amortize their costs over 25 lots instead of 50, would certainly bring the price up.
- The County may want to consider the tax base, i.e., maintain a mile of road with 25 tax payers or maintain the same mile with 50 tax payers.
- I am not suggesting that a quarter of land under multi-lot country residential should be developed with half acre lots. Perhaps a blend of X number of half acre lots and possibly a number of three, five or seven acre parcels. Something along these lines would still maintain the appearance of a conservation area.
- Having read trough parts of the MGA, I was unable to find “conservation area” when subdividing land. That is not saying it does not exist. As I do not have all the amendments, it may well be there. However, if it is not, I would suggest that to implement this format for a subdivision, perhaps, the minister of Municipal Affairs should be petitioned to amend the act. To proceed with the conservation concept I believe the percentage should be site specific. It may well be that a portion or portions of a parcel of land, i.e., sloughs, hillsides, creeks, etc., are not suitable for development. These areas could be labeled as conservation area. That however, is already covered by the MGA and could be labeled as environmental reserve. Another option would be to attach the hillside or slough etc., to a lot or acreage and sell it as a parcel. Two extra survey pins and a caveat on the title and that portion cannot be redeveloped.
- The above concept of two extra pins and a caveat could be applied to lake shore lots. It has been suggested by some that a 1000 ft plus set back should be applied to lake front lots, whereas the MGA calls for 6 meters or 20 meters or 20 feet from the high water mark. This method would give the potential buyer that which he wants. It would give the county less environmental reserve to maintain.

- It is my understanding that the problem from S.R.D. (beaurocrats) would like to see this 100 ft set back applied. If in fact this is the case, again I say, have them petition the minister and amend the MGA.
- In closing, I suggest that lake shore with in the county of Smoky Lake is in short supply and I do not think they are making any more. If you are going to harvest this resource, maybe some consideration should be given to maximize your yield. Ultimately, this is but a laymen's view of the paper filled with contradictions.

**For the Bylaw:**

**Mr. Steve Cooke**

Letter was distributed and read:

**Comments of Concern:**

- Please cross-out the number 19 anywhere it is listed in the wording of Policy 5 – typing error.
- General Comment: In various areas of the Bylaw imperial measurements are used yet while in others metric measurements are used. Please consider using either one or the other in each area or both in each area.
- Policy 19.1 – *Page 19*: “Open Space shall comprise at least 50% of the gross development area”. This policy should relate to Policy 5 – Suggested change: Open Space should be maximized according to the maximum density established by council in Policy (5) on site-specific basis.
- Policy 19(8) should be included within Policy (5) or deleted.
- Density calculations in Policy 19(20) should be deleted and added to Policy (5).
- Density calculations appear to conflict with open spaces intent of 50% of the gross development area.
- Policy (5): “The minimum parcel size for conventional subdivisions is 0.75 ac”. This sentence should be removed or clarified.
- 2.3 – *Page 13*: Residential Area – “The purpose of the Residential Area is to recognize existing multiple lot residential subdivision and development at Whitefish Lake not to allow for additional multiple lot residential subdivision and development”.  
Suggested change: “ The purpose of the Residential Area is to recognize existing multiple lot residential subdivision and development at Whitefish Lake may not allow for additional multiple lot residential subdivision and development”.
  - ▶ This change will allow council and future councils flexibility in approving new development proposals for the benefit of the county as a whole.

**For the Bylaw:**

**Mr. Austin Tate**

Verbal presentation:

**Comments of Concern:**

- Buffer Zone: the recommended 25 metres set-back – will there be consideration given to a pre-existing structure, if an application is forwarded - will be acceptable. How will this be incorporated?
- Sensitive Areas: Looks good - but maybe it look at aquatic sensitive areas especially the shallow part of the lake.

**Against the Bylaw:**

**Mr. Ben Houle, Councillor, Whitefish Lake First Nation**

Verbal presentation:

**Comments of Concern:**

- What to make it clear for the record – Whitefish Lake First Nation opposes any future development on this lake.
- As you are aware our rights are protected under the Constitution of Canada.

- Any development will infringe on our rights to fish, hunt and collect for our people. This falls under our “Traditional Lands” of the Nation.
- What is the intent of the County’s action on this land?
- The Road is poor – I travel it through Paradise Cove always and this road is poorly maintained. Road also is utilized by logging.
- There has been no consultation with this County to our people.
- We have a consultation policy with the Province that has to be followed.
- Our garbage disposal area being used by both groups – infringing on our rights – taking our water.
- We have serious implications that need to be addressed by this County. This is directly infringing on our traditional territory resources.
- If we have to go to Court or put an injunction – we have no choice – we have to protect our interests.

**Rebuttals:**

**Council Comment:** For clarification purpose, Smoky Lake County has notified all parties in regards to the Whitefish Lake Area Structure Plan.

**Reeve’s Comment:** Some of the comments made by consultation – the reason we are here today is the process of a Public Hearing. We have invited Whitefish Lake First Nation, Kikino Settlement and all others interested to comment and talk about issues on the Area Structure Plan.

- ▶ The only intent today with the Whitefish Lake Area Structure Plan is to determine what might be possible to do around the Whitefish Lake, as we have done with other lakes. The intent is not to open the doors to invite more development today, it is to determine what would work from an environmental perspective, from a community perspective, from a land use perspective and certainly to include all surrounding neighbors around Whitefish Lake Area to have a say.
- ▶ I reject outright the notion, that we are somehow steam rolling a process that has a particular outcome. The whole area structure plan is just to determine what might work and what might not work.
- ▶ We appreciate your input that you do not want any further development around this lake. Your views and that position will be considered by this Council. The last thing this Council wants to do is take any action that will have long-term difficulties for residents and neighbours of ours.
- ▶ This Council thanks you for your presentation and we appreciate attending the meeting with us last April. Once again, thank you for coming.

**Ben Houle – Reply:** I have to apologize for sounding rough during this conversation. It just directly does affect us. We just received this information and did not know if this was an attempt to re-zone or anything? It was not clear in the document– that is why we were concerned. I was under the assumption that this land was going to be re-zoned. We are always concerned in our area and just wanted to make clear that we are against any further development.

**Reeve - Reply:** This is a process of consultation that the County does first before entertaining any re-zoning bylaws and Council does not have any re-zoning bylaw here today.

After the Area Structure Plan is completed and if there is an application for re-zoning or development of some sort that comes before this Council, this is still a public process. If this is what you are not in favour of, you will have another opportunity to deal with the specific issues, if and when they come forward to this Council.

**Rebuttals:**

The Reeve asked if any further issues or concerns and any further rebuttals for or against **Bylaw 1180-08: to develop and adopt a Whitefish Lake Area Structure Plan.**

**Jane Dauphinee, Planner, Municipal Planning Services (Alberta) Ltd.** provided the following clarification regarding Bylaw No. 1180-08: Whitefish Lake Area Structure Plan.

- The Land Use Bylaw has a section that does address circulation of information for referral. Maybe in this situation, it would be prudent to include who the County would be circulating information for referral to. *A suggestion to Council.*
- Addressing the Aquatic Sensitive Areas: Municipality has no control to what happens to the water as a resource – Federally controlled. Municipality can only control what happens to the shoreline that is why the setbacks are so far – to protect the riparian areas.
- Addressing set-back in existing structure: If the existing structure is already in the set-back area – it is grandfathered in.
- The wording to use the term: “Cluster Development” include within “Residential Conservation Development” is a good addition.
- Include adding “Site Diagrams” to show the difference.

245-09: Danyluk

That County Council make the recommendation for Bylaw 1180-08: to develop and adopt a Whitefish Lake Structure Plan to request Municipal Planning Services (Alberta) Ltd. to incorporate the public input received at the Public Hearing into a revised Bylaw 1180-08 and be presented to the March 17, 2009 County Council Meeting for second reading.

Carried.

246-09: Coady

That the Public Hearing be adjourned, time 10:10 a.m.

Jane Dauphinee, Planner, Municipal Planning Services (Alberta) Ltd. left the Council Chambers, time 10:10 a.m.

247-09: Ollikka

That the County Council Meeting be reconvened, time 10:25 a.m.

Carried.

**Bylaw No. 1179-08: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4**

248-09: Cholak

That County Council submit to the Minister of Transportation for approval and signature on Bylaw No. 1179-08: Cancellation of Undeveloped Road Allowance: Pt. SW 03-59-19-W4, as no opposition was raised at the Public Hearing; and proceed with second and third readings pending approval received from the Minister.

Carried.

**Bylaw No. 1180-08: To develop and adopt a Whitefish Lake Area Structure Plan**

249-09: Bobocel

That County Council request Municipal Planning Services (Alberta) Ltd. to incorporate the public input received at the Public Hearing into a revised Bylaw 1180-08: to develop and adopt a Whitefish Lake Structure Plan and defer second reading to the April 16, 2009 County Council Meeting.

Carried.

Twila Bauman, Planning and Communications Manager left the Council Chambers, time 10:35 a.m.

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

250-09: Danyluk

That **Policy Statement No. 02-11-02** entitled " Peace Officer: Annual Reporting" be amended:

|                 |  |
|-----------------|--|
| <b>Purpose:</b> | To submit a written report to the Alberta Solicitor General on an annual basis on the Peace Officer Program. |
|-----------------|--|

**Policy Statement and Guidelines:**

**PREAMBLE**  
 The annual report is a new requirement designed to facilitate communication with the Director of the Alberta Solicitor General.  
 The annual report includes areas such as the service provided, operational practices of the Peace Officer and enforcement related activities.

**ANNUAL REPORT**  
 The Annual report must include:

1. The general nature of the services provided by the peace officer.
2. Operational practices of the peace officer.
3. Enforcement and enforcement-related activities of the peace officer.
4. Name of the agency contact person in a senior management position.
5. Statistical data required by the director.
6. An updated list of peace officers employed and their positions in the agency.
  - The following format *Schedule "A"*: **Peace Officer Annual Report** will be completed by January 31 each year and submit to the Director of Public Security Peace Officer Program.

*Schedule "A"*



PEACE OFFICER PROGRAM

|  |  |
|--|--|
| SMOKY LAKE COUNTY  |  |
| ENFORCEMENT SERVICES   |  |
| ANNUAL REPORT<br>2008  |  |
| Submitted to:<br>Matt Barker<br>Manager<br>Public Security Peace Officer Program |  |

|  |  |
|--|--|
| PEACE OFFICER: ANNUAL REPORT   | EMPLOYEE FILE NUMBER:<br>APPOINTMENT NO: 12013 |
| <p><b>1. General Nature of the Services provided by the Peace Officer:</b></p> <p><u>Program Overview:</u></p> <ol style="list-style-type: none"> <li>1. The Peace Officer is responsible for the enforcement and investigation of Municipal Bylaw and Provincial Statutes for Smoky Lake County.</li> <li>2. As a Peace Officer, the overall duty is to protect and educate people property; and to preserve and maintain the public peace.</li> <li>3. The Peace Officer reports to the Smoky Lake County, Chief Administrative Officer (C.A.O.)</li> </ol>  |  |
| <p><b>2. Operational Practices of the Peace Officer:</b></p> <p><u>Key Areas:</u></p> <ul style="list-style-type: none"> <li>■ Ensuring public compliance with various County bylaws.</li> <li>■ Provide information and interpretation of Municipal bylaws and Provincial Statutes requirements to the Smoky Lake County residents and community groups.</li> <li>■ Develop and implement to educate on public awareness programs and maintain positive public relations.</li> <li>■ Conducts highly visible mobile patrols of the County for the purpose of preventing and detecting violations of Municipal Bylaws and selected Provincial statutes.</li> </ul>   |  |
| <p><b>3. Enforcement and Enforcement-related activities of the Peace Officer:</b></p> <p><b>ENFORCEMENT:</b></p> <p><u>Responsibilities: Public Safety:</u></p> <ol style="list-style-type: none"> <li>3.1 As a Peace Officer appointed under the <i>Peace Officer Act</i>, enforce the following Provincial Statutes and Regulations, including:                     <ul style="list-style-type: none"> <li>■ The Animal Protection Act</li> <li>■ The Dangerous Dogs Act.</li> <li>■ The Environmental Protection and Enhancement Act.</li> <li>■ The Fuel Tax Act.</li> <li>■ The Petty Trespass Act.</li> <li>■ The Provincial Offences Procedure Act.</li> <li>■ The Stray Animals Act.</li> <li>■ The Tobacco Reduction Act.</li> <li>■ The Traffic Safety Act.</li> </ul> </li> <li>3.2 As the Enforcement Officer appointed under the <i>Municipal Government Act</i>, enforce Municipal Bylaws, including:                     <ul style="list-style-type: none"> <li>■ The Animal Control Bylaw.</li> <li>■ The Corridor Regulation Bylaw.</li> <li>■ The Land Use Bylaw.</li> <li>■ The Off Highway Vehicles Bylaw.</li> <li>■ The Parks Control Bylaw.</li> </ul> </li> <li>3.3 In accordance with the <i>Municipal Government Act</i>, the Bylaw Enforcement Officer is a Designated Officer. The Enforcement Officer time is to be equally divided between patrolling and enforcing.</li> </ol> <p><b>ENFORCEMENT-RELATED ACTIVITIES:</b></p> <p><u>Enforcing Duties:</u></p> <ol style="list-style-type: none"> <li>3.4                     <ul style="list-style-type: none"> <li>■ Receiving complaints and inquires.</li> <li>■ Investigation of complaints.</li> <li>■ Advising responsible parties of infractions, and taking remedial actions and/or following enforcement procedures.</li> <li>■ Advising responsible parties of infractions and laying of charges if founded.</li> <li>■ Educating and/or prosecuting violators.</li> <li>■ Conducts patrols of the trail systems, roads and hamlets within the corporate limits of Smoky Lake County.</li> </ul> </li> </ol> |  |

- 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.
- Prepares prosecutor information sheets and court briefs concerning a charge or ticket.

**Other Duties:**

- Assist R.C.M.P., as required.
- Prepare Monthly reports and distribute to Council, Chief Administrative Officer.
- Report at weekly Management meetings.
- To be familiar with the Policies of the Smoky Lake County and the mandate of the Peace Officer Program.
- Personnel conduct to enhance the image of Peace Officer in the Smoky Lake County.
- Attendance at conference and training programs that are pre-approved by the Chief Administrative Officer.
- Preparation and revision of Municipal Bylaws.
- Issue various letters of Permission and Permits relating to Municipal Bylaws.
- Participation with community interest groups as requested.
- Develop and/or take part in public awareness programs and maintain positive public relations.
- Conducts other related duties as required.

**Working Relationship:**

- To be accessible, approachable and helpful to the residents and public who require information or assistance.
- To establish and maintain a positive working relationship with Smoky Lake County employees.
- 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.

**Decision Making: Independence of Action:**

- Works under minimal supervision while on patrol.
- 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.

**4. Name of the Agency Contact Person in a Senior Management Position:**

**Smoky Lake County:** Cary Smigerowsky, Chief Administrative Officer  
 Box 310  
 4612 McDougall Drive Phone: 780-656-3730  
 Smoky Lake, Alberta Fax: 780-656-3768  
 TOA 3C0 E-Mail:  
 csmigerowsky@smokylakecounty.ab.ca

**5. Statistical Data Required by the Director:**

| Types of Incidents   | 2008                             |
|----------------------|----------------------------------|
| Animal Control:      | 30                               |
| Off-Highway Vehicle: | Numerous Education Conversations |
| Unsanitary Premises  | 8                                |
| Land Use Issues      | 18                               |
| Criminal Code        | 3 (contacted RCMP)               |
| <b>TOTAL</b>         | <b>79</b>                        |

Combined complaints, written warnings, and violation tickets.

**5. An updated List of Peace Officer Employed and their Position in the Agency:**

**Name:** James E. English Phone: 780-656-3730  
**Title:** Peace Officer Fax: 780-656-3768  
**Agency:** Smoky Lake County Cellular: 780-650-5429  
**Address:** Box 310, 4612 McDougall Drive  
 Smoky Lake Alberta TOA 3C0 E-Mail: [english@smokylakecounty.ab.ca](mailto:english@smokylakecounty.ab.ca)

**Policy Statement No. 14-03-01: Criteria for Pre-Qualifying Organizations as Added Named Insured**

251-09: Cholak

That **Policy Statement No. 14-03-01** entitled " Criteria for Pre-Qualifying Organizations as Added Named Insured" be adopted:

|  |   |
|--|---|
| <b>Purpose:</b>  | Criteria designed to assist administration with qualifying potential Added Named Insured Organizations and activities that are seeking to be insured through the Smoky Lake County. |
| <b>Policy Statement and Guidelines:</b>  |   |
| <p><b>1. STATEMENT:</b></p> <p>Smoky Lake County established guidelines recommended by Jubilee Insurance Agencies to pre-screen any community group when considering whether or not to permit the organization to be insured under the County’s insurance.</p> <p><b>2. GUIDELINES:</b></p> <p>2.1 Require the prospective Added Named Insured organization to complete and return:</p> <p style="padding-left: 40px;"><b>Policy 14-B.01: Insurance Application for Non-Profit Community Organizations.</b></p> <p style="padding-left: 40px;"><b>Policy 14-B.02: Municipality / Additional Named Insured Relationship.</b></p> <p>2.2 To gain understanding of the organizations risks and activities, the following areas will be focused on:</p> <p style="padding-left: 40px;">2.2.1 <b>General Information:</b> Information provided about the organization’s size and level of activity level (employees, volunteers, budget level), its not-for-profit status, and whether it has any subsidiary groups.</p> <p style="padding-left: 40px;">2.2.2 <b>Organization Type:</b> Provides the purpose and category of the entity.</p> <p style="padding-left: 40px;">2.2.3 <b>Risk Survey – Sale and/or Service of Alcohol:</b> Provides information about the organization’s host liquor liability exposure.</p> <p style="padding-left: 40px;">2.2.4 <b>Risk Survey – High Risk Activities:</b> Help identify any <b>Prohibited Risks: Schedule “A”</b> and <b>Restricted Risks: Schedule “B”</b> activities that the organization may be engaged in.</p> <p>2.3 Consider whether Smoky Lake County is prepared to expose its insurance program to the risks and activities of this organization.</p> <p style="padding-left: 40px;">2.3.1 If yes: Seek County Council’s approval for acceptance of the Added Named Insured.</p> <p>2.4 Once approved, the completed application and Letter of Agreement will be forwarded to Jubilee Insurance Agencies for underwriting consideration.</p> <p>2.5 A letter will accompany confirming that Smoky Lake County is prepared to accept the exposures of this organization and resulting claims under the County’s Program.</p> <p><b>3. RISK CATEGORIES</b></p> <p>3.1 <b>Ideal Risks:</b> are activities and exposures that have the following characteristics:</p> <ul style="list-style-type: none"> <li>▶ Common to most / all Program participants.</li> <li>▶ Integral to municipal operations.</li> <li>▶ Acceptable to internal Program stakeholders; e.g. Jubilee Team, Board of Directors.</li> <li>▶ Acceptable to external Program stakeholders; e.g. Excess insurers, Superintendent of Insurance.</li> </ul> <p>3.2 <b>Prohibited Risks:</b> have some or all of the following characteristics:</p> <ul style="list-style-type: none"> <li>▶ Unique or unusual exposures – arise for one or a small number of members.</li> <li>▶ Not integral to municipal operations</li> </ul> |   |

- ▶ Loss potential is perceived to be too large or expensive to permit exposure to Program coverage.
  - ▶ Highly specialized coverage requirements – better suited for a specialized industry of professional program.
  - ▶ Exposure is viewed as unacceptable by internal or external Program stakeholders.
  - ▶ Smoky Lake County will NOT provide Insurance Coverage to any Organization, as reference in **Schedule “A”**.
- 3.3 **Restricted Risks:** have some or all of the following characteristics:
- ▶ Activity or exposure relates to many Program members.
  - ▶ Risks associated with the activity can be managed.
  - ▶ Exposure is viewed as acceptable by Jubilee, subject to the implementation of reasonable risk controls.
- These Risks characteristics will be used to pre-screen any organization group when considering whether or not to permit the organization to be insured under Smoky Lake County’s Program.**

**SCHEDULE “A”**

**PROHIBITED RISKS**

- PROHIBITED ACTIVITIES:
- Biking / mountain biking on ski hills
  - Bow hunting
  - Boxing / wrestling
  - Bungee jumping
  - Extreme sports
  - Firearm-related recreational activities – specifically:
    - ▶ Hunting
    - ▶ Firing ranges
    - ▶ Target shooting
    - ▶ Skeet shooting
    - ▶ Trap shooting
  - Go kart tracks
  - Manufacturing / fabrication services
  - Martial arts
  - Mechanical bulls
  - Medical services – specifically:
    - ▶ Birthing clinics
    - ▶ Diagnostic services
    - ▶ Midwifery services
  - Motorized racing events – specifically:
    - ▶ Car races
    - ▶ Boat races
    - ▶ Motorcycle races
    - ▶ Snowmobile races
    - ▶ ATV / quad races
  - “Running of the bulls” events
  - Skydiving
  - Snow surfing on ski hills
  - Trampolines
- PROHIBITED ORGANIZATIONS:
- Boxing / wrestling clubs
  - For-profit organizations
  - Gun clubs
  - Hunting clubs
  - Martial arts clubs
  - Organizations owned 50% or more by urban municipalities, except for municipalities that are Jubilee members
  - Service clubs that are local chapters of provincial / national / international organizations: e.g., Lion’s Club, Kinsmen, Rotary Club, Boys and Girls Club
  - Sports leagues

| <b>SCHEDULE "B"</b>                      |   |
|--|---|
| <b>RESTRICTED RISKS</b>                  |   |
| <u>RESTRICTED ACTIVITIES:</u>            | <u>SPECIAL CONSIDERATIONS / ISSUES:</u>   |
| Carnival / amusement rides               | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participant / minors</li> <li>▶ Activity should be contracted to a qualified insured professional in accordance with Jubilee's contracting guidelines.</li> </ul>               |
| Chuckwagon races                         | <ul style="list-style-type: none"> <li>▶ Usually associated with rodeo-type events that require specific reporting and notification to Jubilee</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul> |
| Climbing walls                           | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>  |
| Demolition derbies                       | <ul style="list-style-type: none"> <li>▶ Liability exposures re: injury to participants / spectators</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>   |
| Farmer's markets                         | <ul style="list-style-type: none"> <li>▶ Liability exposures re: food-borne illness</li> <li>▶ Must comply with rules and regulations from local health authority</li> </ul>  |
| Fireworks                                | <ul style="list-style-type: none"> <li>▶ High exposure regulated / technical activity</li> <li>▶ Activity should be contracted to a qualified professional in accordance with Jubilee's contracting guidelines</li> </ul>                                 |
| Fitness facilities - unsupervised        | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> </ul>  |
| Flea markets                             | <ul style="list-style-type: none"> <li>▶ No homemade foods allowed for sale or distribution</li> <li>▶ No used electrical items or appliances</li> <li>▶ No children's toys, furnishings or accessories</li> </ul>  |
| Food preparation                         | <ul style="list-style-type: none"> <li>▶ Liability exposure's re: food-borne illness</li> <li>▶ Must comply with rules and regulations from local health authority</li> </ul>   |
| Horse pulls                              | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>  |
| Inflatable children's bouncing apparatus | <ul style="list-style-type: none"> <li>▶ Liability exposure re: child injury</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>   |
| Mountain climbing / rock climbing        | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>  |

|   |   |
|---|---|
| <b>Mud bog events</b>   | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> <li>▶ Events must take place in an arena with ample safety buffer between participants and spectators</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>     |
| <b>Paintballing</b>   | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participant / minors</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>   |
| <b>Parades</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> </ul>  |
| <b>Poker rallies</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants</li> <li>▶ No alcohol or speed component allowed (motorized racing is a prohibited risk)</li> </ul>  |
| <b>Professional counselling -<br/>Psychiatric, psychological</b>  | <ul style="list-style-type: none"> <li>▶ Professional staff with medical and / or psychological designations are able to obtain specialized coverage through their respective associations</li> </ul>   |
| <b>Professional services -<br/>Architects, engineers, lawyers</b>   | <ul style="list-style-type: none"> <li>▶ Must be directly employed by and work exclusively for the Named Insured</li> </ul>   |
| <b>Rodeos with respect to<br/>liability for participant injury</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposures re: injury to participants / spectators</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>   |
| <b>Rodeo events involving minors</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / minors</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>  |
| <b>Sale / service of alcohol – events<br/>Hosted by the community group<br/>involving more than 150 persons</b> | <ul style="list-style-type: none"> <li>▶ Liability exposures re: host liquor</li> <li>▶ Jubilee needs to be made aware of all these events</li> </ul>   |
| <b>Secondhand / thrift stores</b>   | <ul style="list-style-type: none"> <li>▶ No used electrical items or appliances</li> <li>▶ No children's toys, furnishings or accessories</li> </ul>  |
| <b>Skiing / snowboarding</b>  | <ul style="list-style-type: none"> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>  |
| <b>Statutory holiday / festival<br/>celebrations</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposure re: land use, outside groups providing services and activities, parades and fireworks, crowd control, access to emergency medical services</li> </ul>   |
| <b>Tractor pulls</b>  | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants / spectators</li> <li>▶ Events must take place in an arena with ample safety buffer between participants and spectators</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul> |
| <b>Whitewater rafting</b>   | <ul style="list-style-type: none"> <li>▶ Liability exposure re: injury to participants</li> <li>▶ Participants should be required to execute a waiver that meets Jubilee's guidelines*</li> </ul>   |

|  |   |
|--|---|
| * NOTE: In many cases, the liability exposure for participant injury can be managed by implementing an effective "risk specific" waiver program in accordance with Jubilee guidelines. |   |
| <b>RESTRICTED RISKS – CON'T</b>  |   |
| <u>RESTRICTED ORGANIZATIONS:</u>   | <u>SPECIAL CONSIDERATIONS / ISSUES:</u>   |
| Agricultural societies   | ▶ Liability exposure re: unlicensed food preparation and food-borne illness, sale / service of alcohol, participant and spectator injury re: rodeo events |
| Daycare centers  | ▶ Liability exposure re: alleged or actual abuse of children<br>▶ Jubilee maintains a separate program for this group                                     |
| Kindergartens  | ▶ Liability exposure re: alleged or actual abuse of children<br>▶ Jubilee maintains a separate program for this group                                     |

Carried.

**Policy Statement No. 14-A.03-02: Facility Risk Management Inspection**  
 252-09: Coady That **Policy Statement No. 14-A.03-02** entitled " Facility Risk Management Inspection" be amended:

|  |   |
|--|---|
| <b>Purpose:</b>  | To establish standards for the inspections of facilities insured under the Smoky Lake County's insurance coverage to ensure compliance with " <b>Jubilee Insurance Agencies Ltd.</b> "  |
| <b>Policy Statement and Guidelines:</b>  |   |
| <b>1. OBJECTIVES:</b>  |   |
| 1.1  | Smoky Lake County requires a periodic Facility Risk Management Inspection for all facilities insured through Jubilee Insurance Agencies Ltd. Initial inspection to be completed to the best of the County's ability and in good faith, by the County's Safety Officer, to the best of his or her ability, to maintain insurance liability coverage, as part of the Risk Pro Management Program with Jubilee Insurance Agencies. |
| 1.2  | Additional Named Insured will be required to complete <b>Weekly/Regular, Annual, and Pre-Event Facility Inspections</b> on their facilities to the best of their ability, as part of the Risk Pro Management Program towards cooperating in implementing effective risk management.   |
| 1.3  | To monitor and improve the risk management of facilities by identifying and analyzing loss exposures.   |
| 1.4  | Subsequent inspections may be undertaken by the County's Safety Officer to the best of his or her ability from time to time at the discretion of the County.  |
| <b>2. INSPECTION:</b>  |   |
| 2.1  | Facility Inspections will occur as per Section 1 above.   |
| 2.2  | Produce a record of observations.   |
| 2.3  | Engage a response from the Added Named Insured to observed hazard or defect conditions.   |
| 2.4  | Site Inspections will be recorded using <b>Schedule "A": Facility Inspection Form:</b><br><b>Facility Grounds and Perimeter: Page 1 of 4.</b><br><b>Facility Interior – Public Areas: Page 2 of 4.</b><br><b>Facility Interior – Public Areas: Page 3 of 4.</b><br><b>Facility Interior – Non-Public Areas: Page 4 of 4.</b><br><b>Inspection forms will be documented as per</b>   |
| Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines. |   |

**SCHEDULE "A"**  
**FACILITY INSPECTION FORM**

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

**Site diagram:**

**Inspection Type:**

**A = Weekly / regular inspection**

**B = Annual inspection**

**PE = Pre-event:** Expected attendance is more that 25% of capacity

**FACILITY GROUNDS AND PERIMETER:**

| Highlight type of inspection: |   |    | Look for the following:  | See any problems?        |                          |                          | If "Yes":<br>1. Describe the problem<br>2. Mark location on the diagram | Date Corrected? |
|-------------------------------|---|----|--|--------------------------|--------------------------|--------------------------|---|-----------------|
| A                             | B | PE |  | Not appl.                | No                       | Yes                      |   |                 |
| •                             | • | •  | Walkway from the parking area – should be clear debris / ice / snow            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Walkways around building – should be clear of debris / ice / snow              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Junk and combustible materials – should not be around / under the building     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Garbage container – should be at least 3 metres (10 feet) from the building    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fire exits – doors should be clear of obstacles and permit clear exit          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Outbuildings – should be locked  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Air intake for mechanical room combustion – should be clear                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fuel tanks – access should be locked   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fuel lines – should be no evidence of leaks                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Fuel tanks – should be tested and certified                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Propane tanks – access panel should be locked                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Gas lines and meters – should be no damage to equipment                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Chimney – should be clear of ice and obstructions, rain cap should be in place | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Electrical cover plates – should be in place                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Outside lighting – should be operating around walkway and parking areas        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Standpipes and sprinkler connections – should be capped and clear              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fire lane – should be posted and clear of vehicles / other obstructions        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Steps and ramps – should be in good condition, clear of ice and snow           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Handrails – should be in place and secure                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

**Layout diagram:**

**Inspection Type:**

**A = Weekly / regular inspection**

**B = Annual inspection**

**PE = Pre-event:** Expected attendance is more that 25% of capacity

**FACILITY INTERIOR – PUBLIC AREAS:**

| Highlight type of inspection: |   |    | Look for the following:  | See any problems?        |                          |                          | If "Yes":<br>1. Describe the problem<br>2. Mark location on the diagram | Date Corrected? |
|-------------------------------|---|----|--|--------------------------|--------------------------|--------------------------|---|-----------------|
| A                             | B | PE |  | Not appl.                | No                       | Yes                      |   |                 |
| •                             | • | •  | Fire emergency procedures – should be current and posted in each area        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fire panel – should be On and Armed, should be no trouble indicators showing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |

|                       |   |   |   |                          |                          |                          |  |  |
|-----------------------|---|---|---|--------------------------|--------------------------|--------------------------|--|--|
| •                     | • | • | Hallways – should be clear of obstructions  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Front entrance area – floor surface should be clean and free of slip / trip hazards | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | No smoking rules – should be enforced   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| <b>MEETING ROOMS:</b> |   |   |   |                          |                          |                          |  |  |
| •                     | • | • | Floor surface – should be clean and free of slip / trip hazards                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Fire doors – should be properly labeled and permit clear exit                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Smoke detectors – should be operational   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Sprinkler heads – should be .5 meters of clear space below                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Fire extinguishers – should be in place, serviceable and clear of obstruction       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
|                       | • |   | Fire extinguishers – tags should be current   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Emergency lighting – should be operational  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| <b>AREA 2:</b>        |   |   |   |                          |                          |                          |  |  |
| •                     | • | • | Floor surface – should be clean and free of slip / trip hazards                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Fire doors – should be properly labeled and permit clear exit                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Smoke detectors – should be operational   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Sprinkler heads – should be .5 meters of clear space below                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Fire extinguishers – should be in place, serviceable and clear of obstruction       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
|                       | • |   | Fire extinguishers – tags should be current   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| •                     | • | • | Emergency lighting – should be operational  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

**Inspection Type:**  
**A = Weekly / regular** inspection  
**B = Annual** inspection  
**PE = Pre-event:** Expected attendance is more that 25% of capacity



**Layout diagram:**

**FACILITY INTERIOR – PUBLIC AREAS:**

| Highlight type of inspection:    |   |    | Look for the following:   | See any problems?        |                          |                          | If "Yes":<br>1. Describe the problem<br>2. Mark location on the diagram | Date Corrected? |
|----------------------------------|---|----|---|--------------------------|--------------------------|--------------------------|---|-----------------|
| A                                | B | PE |   | Not appl.                | No                       | Yes                      |   |                 |
| <b>AREA 1:</b>                   |   |    |   |                          |                          |                          |   |                 |
| •                                | • | •  | Floor surface – should be clean and free of slip / trip hazards               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                                | • | •  | Fire doors – should be properly labeled and permit clear exit                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                                | • | •  | Smoke detectors – should be operational                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                                | • | •  | Sprinkler heads – should be .5 meters of clear space below                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                                | • | •  | Fire extinguishers – should be in place, serviceable and clear of obstruction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                                  | • |    | Fire extinguishers – tags should be current                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                                | • | •  | Emergency lighting – should be operational                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| <b>CHANGE ROOMS / WASHROOMS:</b> |   |    |   |                          |                          |                          |   |                 |
| •                                | • | •  | Floor surface – should be clean, dry and free of slip / trip hazards          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |

|   |   |   |   |                          |                          |                          |  |  |
|---|---|---|---|--------------------------|--------------------------|--------------------------|--|--|
| • | • | • | Fire doors – should be properly labeled and permit clear exit                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| • | • | • | Smoke detectors – should be operational                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| • | • | • | Sprinkler heads – should be .5 meters of clear space below                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| • | • | • | Fire extinguishers – should be in place, serviceable and clear of obstruction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
|   | • |   | Fire extinguishers – tags should be current                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| • | • | • | Emergency lighting – should be operational                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |
| • | • | • | Toilet seats – should be securely fastened and in good repair                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Layout diagram:

**Inspection Type:**  
**A** = Weekly / regular inspection  
**B** = Annual inspection  
**PE** = Pre-event: Expected attendance is more that 25% of capacity



**FACILITY INTERIOR – NON-PUBLIC AREAS:**

| Highlight type of inspection: |   |    | Look for the following:  | See any problems?        |                          |                          | If "Yes":<br>1. Describe the problem<br>2. Mark location on the diagram | Date Corrected? |
|-------------------------------|---|----|--|--------------------------|--------------------------|--------------------------|---|-----------------|
| A                             | B | PE |  | Not appl.                | No                       | Yes                      |   |                 |
| •                             | • | •  | Electrical room – should be locked   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Electrical room – should be clear of combustible materials                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Electrical room – should be at least 1 meter of clear space around all electrical panels | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Mechanical room – should be locked   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Mechanical room – should be clear of combustible materials                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Mechanical room – combustion air intake should be clear                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Mechanical room – should be no evidence of fuel spills or leaks                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Attic – entrance should be locked  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Attic – should be clear of combustible materials   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Attic – fire separations should be intact  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Crawl space – access should be locked  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Crawl space – should be free of combustible material                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
|                               | • |    | Crawl space – fire separations should be intact  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Custodial areas – should be locked   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Storage areas – should be locked   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |
| •                             | • | •  | Fire hose - should be properly racked in cabinet and in good condition                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |   |                 |

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Carried.

**Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines**  
 253-09: Bobocel That **Policy Statement No. 14-B.04-01** entitled " Added Named Insured: Record Keeping Guidelines" be adopted:

|                 |  |
|-----------------|--|
| <b>Purpose:</b> | To help the added named insured community organizations develop an insurance record keeping system that is efficient and easy to maintain. |
|-----------------|--|

| <b>Policy Statement and Guidelines:</b>   |  |
|---|--|
| <b>1. STATEMENT:</b>  |  |
| To ensure continuity, consistency, and accuracy of record-keeping is maintained by the Added Named Insured Community Organizations.   |  |
| <b>2. GUIDELINES:</b>   |  |
| <b>FILE CATEGORY</b>  | <b>RECOMMENDED CONTENT</b>   |
| Jubilee Insurance Program: Documentation  | <ul style="list-style-type: none"> <li>▶ Overview of Jubilee Insurance Program.</li> <li>▶ List of Prohibited and Restricted Risks.</li> <li>▶ Insurance Certificates – all coverage lines.</li> <li>▶ Asset Schedules: Buildings &amp; Contents / Mobile Equipment / Automobiles.</li> <li>▶ Copies of your organization's most current completed application form and letter of understanding with Smoky Lake County.</li> <li>▶ Appraisal reports for your building and/or contents.</li> </ul> |
| Maintenance: Logs   | <ul style="list-style-type: none"> <li>▶ Copies of maintenance sheets in date order.</li> <li>▶ Maintenance contracts.</li> <li>▶ Independent fire or building inspection.</li> </ul>  |
| Facility Inspection: Forms  | <ul style="list-style-type: none"> <li>▶ Facility inspection forms in date order.</li> <li>▶ Copies of building or equipment repair invoices.</li> </ul>   |
| Facility Rental: Agreements   | <ul style="list-style-type: none"> <li>▶ Facility rental agreements in date order.</li> <li>▶ Pre- and post-rental inspection forms.</li> <li>▶ Certificates of insurance from renters.</li> </ul>   |
| Incident: Reports   | <ul style="list-style-type: none"> <li>▶ Copies of incident reports in date order.</li> <li>▶ Copies of all photographs, witness statements or other documentation relating to each incident.</li> <li>▶ Copies of claims-related documents, such as correspondence with claim adjusters.</li> </ul>   |
| Waiver Forms  | <ul style="list-style-type: none"> <li>▶ Copies of waivers in date order.</li> <li>▶ Copies</li> </ul>   |
| Correspondence / Minutes  | <ul style="list-style-type: none"> <li>▶ Correspondence related to the use and operation of your building.</li> <li>▶ Copies of minutes of board meetings</li> </ul>   |
| <p><b>Record-Keeping Guidelines structure and contents is recommended by Jubilee Insurance Agencies Ltd.</b></p> <p>All signed documents should be safely stored for a period of not less than 7 (seven) years.</p> |  |

Carried.

**Policy Statement No. 14-B.06-01: Added Named Insured Incident Report**

254-09: Danyluk

That **Policy Statement No. 14-B.06-01** entitled " Added Named Insured Incident Report" be adopted:

|  |  |
|--|--|
| <b>Purpose:</b>  | To provide provision to address risk management for the Added Named Insured Community Organizations in reporting incident occurrences. |
| <b>Policy Statement and Guidelines:</b>  |  |
| <b>1. OBJECTIVES:</b>  |  |
| 1.1 To identify the actions to be taken to control losses and determine the cause(s). The process is to assure minimal injuries, collect recent data and determine what corrective action must be made to prevent similar incidents. |  |

**2. DEFINITIONS:**

**2.1 Incident** A category of incidents or losses which may involve property or general liability, and individuals. These types of incidents should be investigated by the supervisory personnel in charge of the specific property or equipment involved in the incident.

**3. INCIDENT REPORTING:**

3.1 Added Named Insured Community Organizations shall report all incidents and complete **Schedule "A": Incident Report Form.**

3.2 Added Named Insured Community Organizations shall report all incidents to the Smoky Lake County's Safety Officer within 48 hours of being aware of such incident(s).

**Incident forms will be documented as per**

Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines.

**SCHEDULE "A"**

**INCIDENT REPORT FORM**

**INSTRUCTIONS:**

1. Please provide as much detail as possible.
2. Send the completed form to your municipal representative promptly (within 48 hours).
3. Keep a copy of this form and all photos and attachments for your records.

**INCIDENT DETAILS:**

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_ Date reported: \_\_\_\_ Time: \_\_\_\_

Location / facility name: \_\_\_\_\_

Additional Named Insured (ANI) group: \_\_\_\_\_

Municipality / County / MD: \_\_\_\_\_

Use of facility at time of incident: \_\_\_\_\_

Report by: Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Incident description: \_\_\_\_\_

**BODILY INJURY:**

Name of injured person: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ Address: \_\_\_\_\_

Description of Injury: \_\_\_\_\_

**PROPERTY DAMAGE:**

Name of Owner: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ Address: \_\_\_\_\_

Property involved: (vehicle, clothing): \_\_\_\_\_

Description of damage: \_\_\_\_\_

**CONTRIBUTING FACTORS:**

Note factors such as time of day, weather conditions, lighting, improper footwear, evidence of intoxication:

\_\_\_\_\_

**WITNESSES:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

|  |
|--|
| Name: _____<br>Address: _____<br>Phone Number(s): _____  |
| <b>SUPPORTING INFORMATION:</b>   |
| Was this incident reported to the police? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> Police file number: _____<br>Attach any photographs of the site where the incident occurred:<br>Name of photographer: _____<br>Date of photographs taken: _____<br>Phone Number(s): _____<br>Other attachments: (make note of any diagrams, statements, internal reports)<br>_____<br>_____ |
| Signature: _____   |

Carried.

**Policy Statement No. 14-B.05-01: Facility Rental Agreement**

255-09: Coady

That **Policy Statement No. 14-B.05-01** entitled "Facility Rental Agreement" be adopted:

|                 |  |
|-----------------|--|
| <b>Purpose:</b> | 1. To provide provision to address risk management for the Added Named Insured Community Organizations that involve rental activity of their facilities.<br><br>2. The rental of halls and other community facilities is one of the most significant areas of risk exposure for the Added Named Insured Community Organizations and to the Smoky Lake County with the Jubilee Program. |
|-----------------|--|

**Policy Statement and Guidelines:**

**1. OBJECTIVES:**

- 1.1 To monitor and effectively manage the risk from special events held in facilities.
- 1.2 The **Facility Rental Agreement** is designed to provide substantial liability protection for the Added Named Insured Community Organizations who engage in rental activities of their facilities that address key areas of risk.

**2. FACILITY RENTAL AGREEMENT:**

- 2.1 All Added Named Insured Community Organizations that rent their facilities are required to obtain a Facility Rental Agreement signed by the renter, as per ***Exhibit: Facility Rental Agreement.***
- 2.2 The Facility Rental Agreement is structured as follows:
  - ▶ **Business Terms:** Captures the basic terms of the rental, such as name of the Renter, rental period, type of event, whether or not alcohol will be served, signature of parties.
  - ▶ **Schedule "A" - Additional Terms:** Contains the main contract provisions and protections that govern the rental agreement.
  - ▶ **Schedule "B" - Rental Area:** Use this to describe what portion of the facility is being rented. The Owner can insert a site diagram, layout diagram or other description of the facility.
  - ▶ **Schedule "C" - Rental Inspection Form:** Owner can insert their own pre-rental and post-rental inspection form.
  - ▶ **Schedule "D" - Fees:** Owners can insert their fee schedule.
  - ▶ **Schedule "E" - Host Liquor Liability Insurance:** If alcohol will be served or consumed, this schedule describes the insurance coverage that is to be placed by the Renter.

**Agreement forms will be documented as per**

Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines.

**EXHIBIT**

**FACILITY RENTAL AGREEMENT**

**B E T W E E N:**

\_\_\_\_\_  
 Full Name of the Community Organization Group – the "Owner"  
 and  
 \_\_\_\_\_  
 the "Renter"  
 of \_\_\_\_\_, Alberta

1. **Schedules**      The following schedules form part of the Agreement:  
 Schedule "A": **Additional Terms**  
 Schedule "B": **Rental Area**  
 Schedule "C": **Rental Inspection Form**  
 Schedule "D": **Fees**  
 Schedule "E": **Host Liquor Liability Insurance**  
 (if alcohol is to be served or consumed)
  
2. **Rental Area**      The premises rented under this Agreement shall consist of a portion of the following facility:  
**Facility Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Legal Description:** \_\_\_\_\_  
 (the "Facility"), such portion being that portion of the Facility shown or described within **Schedule "B"** attached hereto (the **Rental Area**). The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner for shared and/or common use.
  
3. **Grant**              The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Rental Area, subject to the terms, covenants, and conditions contained in this Agreement.
  
4. **Permitted Use**      The Rental Area may be used for the following purposes only (the "**Function**"): \_\_\_\_\_
  
5. **Host Liquor Liability Insurance**      The Renter confirms, by its initials, that:  
 **Alcohol WILL be served or consumed at the Function;** or  
 **Alcohol WILL NOT be served or consumed at the Function;** or  
 The Renter covenants and agrees that, should alcohol be served or consumed at the Function, then the terms and conditions contained in **Schedule "E"** will apply to the Rental.  
 Notwithstanding the foregoing, as well as the Owner's consent to the service of alcohol by executing this Agreement, the Owner may revoke its consent at any time if appropriate liquor service license is not provided by the Renter, the Renter has not complied with **Schedule "E"**, or the Owner reasonably believes that there is risk to persons or property.
  
6. **Rental Inspection Form**      The Renter will complete the **Rental Inspection Form** as attached as **Schedule "C"** on the Start Date or prior to renting the Rental Area and again at the end of the Term.
  
7. **Term**                The term of the Agreement will be from \_\_\_\_\_ (time) on the \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (the "**Start Date**") to \_\_\_\_\_ (time) on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Term**").

- 8. **Payment** The Renter shall pay all the applicable fees and deposits for the Term in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as set out in **Schedule "D"** of this Agreement (the "**Fees**"), payable upon execution of this Agreement, without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.
- 9. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agrees to the following additional terms, covenants and conditions:  
\_\_\_\_\_  
\_\_\_\_\_
- 10. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.  
  
Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter at the address or phone number shown below, or to any representative of the Renter who is located in or upon the Rental Area.

**Granted by:**

SIGNED, SEALED and DELIVERED by the Owner, in \_\_\_\_\_  
the presence of: Full Corporate Name of Community Group

Signature \_\_\_\_\_ Per \_\_\_\_\_  
 Name \_\_\_\_\_ Per \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

**Accepted by:**

SIGNED, SEALED and DELIVERED by \_\_\_\_\_ (Renter Name) \_\_\_\_\_  
(NAME OF SIGNATORY), on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of: Per \_\_\_\_\_

Signature \_\_\_\_\_ Per \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

\_\_\_\_ Renter's Initials

**SCHEDULE "A"**

**ADDITIONAL TERMS**

**1. Terms and Termination**

1.1 Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Owner shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

1.2 Notwithstanding anything contained within this Agreement, the parties hereby acknowledge and agree that the Renter shall provide the Owner with written notice of cancellation or termination not less **Twenty-four (24) hours** prior the commencement of the Term. Failing such notice, the Fees contemplated within this Agreement shall be payable by the Renter regardless of the Renter's use of the Rental Area.

2.8 The Renter acknowledges and agrees that the Owner may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Rental Area as may be deemed necessary in the sole discretion of the Owner, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Owner or any person to whom the Owner has granted such permission.

\_\_\_\_ Renter's Initials

|   |   |
|---|---|
| <p><b>2. Use and Occupation</b></p> <p>2.1 The Renter shall be permitted to use the Rental Area throughout the Term of this Agreement for the Function, and for no other purpose whatsoever.</p> <p>2.2 Without in any way limiting the generality of the foregoing, the Renter agrees that it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives on the Rental Area.</p> <p>2.3 The Renter will promptly inform the Owner of any bodily injury sustained by any person attending the Function, and any property damage that may occur to the Facility during the Term.</p> <p>2.4 The Rental Area shall be at the risk of the Renter throughout the Term. The Renter assumes the liability for and shall pay for any loss or damage arising from the use or occupation of the Rental Area from any cause whatsoever and, without limiting the generality of the foregoing, liability arising from fire, theft, injury to person or death, loss or destruction of Facility or any part thereof.</p> <p>2.5 The Renter acknowledges and agrees that its rights to enter upon and use the Rental Area granted under this Agreement shall not confer upon the Renter any exclusive right whatsoever with respect to the use or occupation of the Rental Area, and the Renter shall have no claim to the Rental Area other than as a licensee as provided within this Agreement.</p> <p>2.6 The Renter acknowledges and agrees that the rights of the Renter are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Facility or the Rental Area.</p> <p>2.7 The Renter, upon performing and observing the covenants and conditions contained herein, shall be entitled to reasonably exercise the rights herein granted to the Renter without any unreasonable hindrance, molestation or interruption from the Owner.</p> | <p><b>3. Indemnity and Release</b></p> <p>3.1 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its agents, employees, invitees or contractors and <u>Smoky Lake County</u>, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner and <u>Smoky Lake County</u> on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its agents, employees, invitees or contractors and <u>Smoky Lake County</u>, its councilors, officers, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the occupation or use of the Rental Area by the Renter or any of its directors, officers, servants, agents, invitees, contractors or employees, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees.</p> <p>3.2 The Renter acknowledges and agrees that all property of the Renter which may hereafter be located on, under, or within the Rental Area or the Facility shall be at the sole risk of the Renter, and the Owner, its agent, employees, invitees or contractors and <u>Smoky Lake County</u>, its councilors, officers, employees and agents shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases the Owner, its agents, employees, invitees or contractors and <u>Smoky Lake County</u>, its councilors, officers, employees, and agents from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.</p> <p style="text-align: center;">_____ <i>Renter's Initials</i></p> |
| <b>A - 2</b>  |   |
| <p><b>4. Default</b></p> <p>4.1 If in the sole opinion of the Owner, the Renter undertakes or permits any activity whatsoever within the Rental Area which is outside of the permitted uses contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Owner may, in its absolute discretion give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Rental Area.</p> <p>4.2 If the Renter fails or neglects to perform any of its obligations under this Agreement, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Owner forthwith to the Owner.</p> <p><b>5. Maintenance and Alterations</b></p> <p>5.1 The Owner acknowledges that the Rental Area is in a good, safe, and</p>  | <p><b>6. General</b></p> <p>6.1 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.</p> <p>6.2 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.</p> <p>6.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it</p>   |

|   |   |
|---|---|
| <p>clean condition and repair. The Renter shall leave the Rental Area in substantially the same condition which existed immediately prior to the commencement of the Term. If the Renter fails or neglects to leave the Rental Area in substantially the same condition in which it existed immediately prior to the commencement of the Term, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.</p> <p>5.2 The Renter agrees that it shall not install any alternations or improvements (including, without restriction, any radio or television antennae, or any mechanical, cooking, electrical or other means of sound production or similar devices), nor install, display or affix any sign, lettering or advertising medium upon or in the Rental Area or elsewhere on the Facility, without the express written consent of the Owner.</p> <p>5.3 Upon the expiration or earlier termination of this Agreement, the Renter shall remove all alternations, property or improvements of any kind whatsoever belonging to or installed by the Renter, whether expressly permitted by the Owner or not, from the Rental Area and restore the Rental Area to a clean condition equivalent to that which existed prior to the commencement of this Agreement. If the Renter fails or neglects to restore the Rental Area and remove property as required above the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees that the Owner shall not be responsible for any alternations, property or improvements of the Renter thereby removed from the Rental Area, and further agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.</p> | <p>is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.</p> <p>6.4 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.</p> <p>6.5 Time is of the essence of this Agreement and each of its provisions.</p> <p>6.6 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.</p> <p>6.7 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Rental Area.</p> <p>6.8 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.</p> <p>6.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>_____ <i>Renter's Initials</i></p> </div> |
|---|---|

**SCHEDULE "B"**

**RENTAL AREA**

Insert site diagram of facility and/or layout diagram:

\_\_\_\_\_ *Renter's Initials*

**SCHEDULE "C"**

**RENTAL INSPECTION FORM**

Insert pre-rental / post-rental inspection form for facility:

\_\_\_\_\_ *Renter's Initials*

**SCHEDULE "D"**

**FEES**

Insert fee schedule for facility:

\_\_\_\_\_ *Renter's Initials*

|  |  |
|--|--|
| <b>SCHEDULE "E"</b>  |  |
| <b>HOST LIQUOR LIABILITY INSURANCE</b>   |  |
| <p>In the event that the Owner has provided its written consent to the Renter to serve or consume alcoholic beverages in the Facility, the Renter covenants and agrees that it shall arrange and maintain <b>Host Liquor Liability Insurance</b> throughout the Term.</p> <p>Such Host Liquor Liability Insurance shall include the following:</p> <ol style="list-style-type: none"> <li>a. Liability limit of not less than <b>\$2,000,000.00</b>, per occurrence.</li> <li>b. The Owner _____ and <b>SMOKY LAKE COUNTY</b> will be named as additional insureds.<br/><small>Full Corporate name of Community Group</small></li> <li>c. Cross liability clause.</li> <li>d. Severability of interests clause.</li> <li>e. Contractual liability clause, including this Agreement.</li> </ol> <p>The Renter agrees to provide to the Owner a Certificate of Insurance evidencing such insurance coverage not less than <b>seven (7) days prior to the commencement of the Term</b>. If satisfactory evidence of insurance coverage is not provided, the Owner may cancel this Agreement.</p> <p>Dated this _____ day of _____, 20____ in _____</p> <p>Granted by:</p> <p>SIGNED, SEALED and DELIVERED by the Owner, in the presence of: _____<br/><small>Full Corporate Name of Community Group</small></p> <p>_____<br/>Signature<br/>_____<br/>Name</p> <p>Per: _____<br/>Per: _____</p> <p>Accepted by:</p> <p>SIGNED, SEALED and DELIVERED by _____<br/><small>NAME</small><br/><b>OF SIGNATORY</b>), on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of: _____</p> <p>_____<br/>Signature<br/>_____<br/>Name</p> <p style="text-align: right;">(Renter Name) _____<br/>Per _____<br/>Per _____</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">             _____ <i>Renter's Initials</i> </div> |  |

Carried.

**Policy Statement No. 14-B.07-01: Waiver Form Policy for Added Named Insured**  
 256-09: Bobocel That **Policy Statement No. 14-B.07-01** entitled "Waiver Form Policy for Added Named Insured" be adopted:

|  |  |
|--|--|
| <b>Purpose:</b>  | A Waiver Form is an effective risk management tool to protect community groups and the municipality of "Release of Liability" that engage in special events or activities that may rise to exposures for participants' injuries. |
| <b>Policy Statement and Guidelines:</b>  |  |
| <b>1. DEFINITION:</b>  |  |
| <p><b>A Waiver:</b> is a legal contract between two parties in which one party (<u>the participant</u>) gives up the right to sue the other party (<u>the community organization, municipality, and their representative</u>) under specific circumstances. <u>In return:</u> the participant receives a benefit, usually the right to participant in an activity.</p> |  |
| <b>2. OBJECTIVES:</b>  |  |
| <p>2.1 A waiver is considered by the courts to be a very demanding contract for the participant. By entering into this contract, the participant agrees to accept the physical risks of the activity (the dangers that are part of the activity), as well as the legal risks, such as the negligent behavior of the organizers.</p>                                    |  |

2.2 A waiver provides protection to community groups and the municipality with clear assignment of responsibility, broad indemnity language and release of liability with respect to claims.

**3. CHARACTERISTICS OF ENFORCEABLE WAIVERS:**

Each liability claim and Court case has its own unique circumstances. The following factors have been present where waivers have been found to be enforceable in recreation-based lawsuits:

- 3.1 The physical risks and dangers related to the activity have been pointed out in advance of the person making the decision to participate.
- 3.2 The participant knew in advance that he or she would be required to sign a waiver in order to participate in the activity.
- 3.3 The waiver language was clear and easy to read.
- 3.4 The waiver was specific to the activity and outlined the physical risks involved, and the legal rights to be given up.
- 3.5 The waiver and its effect was brought to the attention of the participant at the time he or she was requested to sign it and was given ample time to read it.
- 3.6 The person signing the waiver was capable of understanding its intent and effect.

**4. WHEN TO USE WAIVERS:**

4.1 Jubilee Insurance Agencies Ltd. recommends using waivers for various events that are considered to present a moderate or high risk of participant injury and organized by your organization. **Policy 14-03-01: Criteria for Pre-Qualifying Added Named Insured Organizations – Schedule “B”** specifies the activities that require a waiver form to be executed.

4.2 Two versions of a standard **Waiver Form: “Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement”** to be signed by individuals that engage to participate in special events or activities that may rise to exposures for participants’ injuries.

**Schedule “A”:** Adult Participant - Version.

**Schedule “B”:** Adult / Child Participant - Version.

Where a waiver is sought from an individual under the age of 18 years, the consent of the parent(s) or guardian should be obtained.

4.3. To ensure that the waivers are administered properly and consistently, **Schedule “C”:** Administering the Waiver, recommends a standard procedure to be followed.

**Waiver Forms will be documented as per**

Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines.

**SCHEDULE “A”**

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING:** BY SIGNING THIS DOCUMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.

This document is to be signed by the participant in order to participate in the following:  
*(Insert Description of the activity)*

and related events and activities (collectively referred to as the “Event”),

I, \_\_\_\_\_  
(Print name) (the “Participant”), am 18 years of age or older, and I am aware that the Event involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- a. the use of equipment, materials or facilities related to the Event;
- b. the actions or negligence of myself or other participants in of the Event;
- c. the actions or negligence of the \_\_\_\_\_  
(Insert the full name of Organization) or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the “Organization”);
- d. the actions or negligence of the \_\_\_\_\_  
(Insert the full corporate name of Municipality) or its councillors, officers, employees, agents or representatives of any kind (collectively referred to as the “Municipality”); and
- e. additional risks arising out of the Event and related events and activities.

I, the undersigned Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

I, the undersigned Participant, hereby agree as follows:

- a. **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind of law or equity or under any statute that I have or may have in the future against the **Organization** and/or the **Municipality**;
- b. **TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the **Event**, due to any cause whatsoever, including negligence on the part of the **Organization** and/or the **Municipality**;
- c. **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the **Event**, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- d. **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant, hereby acknowledge that I have read the foregoing, and have had the opportunity to ask questions and clarifications before signing. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: \_\_\_\_\_

Participant Name (print) \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Witness Name (print): \_\_\_\_\_ Witness Signature: \_\_\_\_\_

*Schedule "A": Waiver: Adult Participant - Version*

**SCHEDULE "B"**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WARNING:** BY SIGNING THIS DOCUMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.

This document is to be signed by (*print name*) \_\_\_\_\_ (the "Participant") together with (*print name(s)*) \_\_\_\_\_, being the parent(s) and/or guardian(s) of the Participant, in order to participate in the following:  
(*Insert Description of the activity*)

\_\_\_\_\_ and related events and activities (collectively referred to as the "Event"),

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, are aware that the **Event** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- a. the use of equipment, materials or facilities related to the **Event**;
- b. the actions or negligence of the Participant or other participants in of the **Event**;
- c. the actions or negligence of the \_\_\_\_\_ or its directors, officers, (Insert the full name of Organization) Employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "**Organization**");
- d. the actions or negligence of the \_\_\_\_\_ or its councillors, officers, (Insert the full corporate name of Municipality) employees, agents or representatives of any kind (collectively referred to as the "**Municipality**"); and
- e. additional risks arising out of the **Event** and related events and activities.

We, the undersigned Participant, and the parent(s) and/or guardian(s) of the Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to the participant or myself/ourselves.

We, the undersigned Participant, and the parent(s) and/or guardian(s) of the Participant, hereby agree as follows:

- a. **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind of law or equity or under any statute that I have or may have in the future against the **Organization** and/or the **Municipality**;

b. TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the Event, due to any cause whatsoever, including negligence on the part of the Organization and/or the Municipality;

c. TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the Event, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and

d. THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, hereby acknowledge that we have read the foregoing, and have had the opportunity to ask questions and clarifications before signing, and have explained its meaning to the Participant.

We acknowledge that we understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: \_\_\_\_\_

Participant Name (print) \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Witness Name (print) \_\_\_\_\_ Parent/Guardian Name(print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

*Schedule "B": Waiver: Adult/Child Participant - Version*

**SCHEDULE "C"**

**ADMINISTERING THE WAIVER – PROCEDURES**

A standard procedure for the employees and/or volunteers to follow when obtaining a participant's signature on a waiver and provide basic training to the employees and/or volunteers on how to obtain signatures from the participants. The Courts have relied heavily on the evidence of the defendant's employees when obtaining a participant's signature on a waiver.

The following procedure can help ensure that the waivers are administered properly and consistently:

- ▶ Prospective participants should be given advance notice of the requirement to sign a waiver.
- ▶ The waivers should be signed by participants well in advance of the event.
- ▶ The identity of the participants should be confirmed using the participant's driver's license or other ID.
- ▶ The waiver signed in front of the witness and should be witnessed by a volunteer or employee.

The witness should observe the following points:

1. Ensure all parts of the waiver have been completed ( i.e., the list of specific physical risks).
2. Ensure the participant has signed and dated the waiver.
3. Ensure that the participant has not changed or crossed out any wording on the waiver.
4. The witness should be instructed to ask the participant : "Have you read and do you understand the waiver?". Ensure the participant responds affirmatively to the questions.
5. Only after preceding steps have been confirmed should the witness sign the waiver.
6. **Do not allow any individuals who appear to be intoxicated to participant in the activity.** If the witness suspects that the participant may be intoxicated or otherwise impaired, refuse to witness the waiver.

- ▶ The attitude and behavior of program or event staff towards the administration process can undermine the effectiveness of the waiver. Staff would be coached to take the process seriously and to make it clear to participants that the waiver is an important document.
- ▶ Participants should not be rushed when they are reviewing and signing the waiver, and staff members should never downplay the fact that the participant is giving up his or her legal rights by signing the document. If the participant asks for an explanation of the waiver, your volunteer or staff person should respond as clearly and simply as possible, such as:

"This document you've been asked to sign is a release of liability and waiver form. It is a legal document. By signing this document, you give up your legal rights to sue if you become injured during the event".

*Schedule "C": Procedures: Administering the Waiver*

**5. Issues for Information:**

Angela Semeniuk, Comptroller entered the Council Chambers, time 10:40 a.m.

**Comptroller: Report**

**Tax Penalty: Cancellation**

257-09: Coady That Smoky Lake County cancel the November 1, 2008 Tax Penalty for Tax Roll Account Number 29180104 in the amount of \$86.33.

Carried.

258-09: Cholak That the Comptroller Report received by Angela Semeniuk, for the period of January 9, 2009 to February 11, 2009 be accepted and filed for information.

Carried.

Angela Semeniuk, Comptroller left the Council Chambers, time 10:44 a.m.

Twila Bauman, Planning and Communications Manager entered the Council Chambers, time 10:45 a.m.

**7. Delegation:**

**Shell Canada**

Present before County Council at 10:45 a.m. to 11:25 a.m. were Mr. Stuart Wilson, Public Consultation Coordinator, Mr. Rob Seeley, General Manager, Sustainable Development, and Mr. Shaun Inglehart, Engineering Project Lead, representatives with Shell Canada to update Council on the C02 Permanent Carbon Storage Program.

Correspondence distributed:

- ▶ Shell Quest Carbon Capture & Storage
- ▶ Shell Quest Carbon Capture
- ▶ Storing C02 Underground
- ▶ Will provide a copy to the PowerPoint Presentation.

Twila Bauman, Planning and Communications Manager left the Council Chambers, time 11:25 a.m.

**Smoky Lake & District Kinsmen Club**

Present before County Council at 11:26 a.m. to 11:30 a.m. were Mr. Grant Gillund, President and Mr. Brent Paradis, Secretary, representatives with the Smoky Lake & District Kinsmen Club to discuss financial support on the proposed Kinsmen Project – Steel Gazebo/Pavilion.

**Smoky Lake Agricultural Society**

Present before County Council at 11:31 a.m. to 11:50 a.m. were Mr. Ed Boychuk, President, Mrs. MaryAnn Boychuk, Director, Mr. Walter Mackoway, Director and Mrs. Bonnie Kordyban, Director, representatives with the Smoky Lake Agricultural Society to update Council on the renovation progress and discuss financial assistance to purchase a Zamabonie.

**9. Public Question and Answer Period:**

11:50 p.m.

No questions from the public gallery.

259-09: Ollikka Meeting recessed for Lunch, time 11:51 a.m.

Carried.

**Meeting Reconvene**

The meeting reconvened on a call to order by Reeve Cory Ollikka at 1:07 p.m. in the presence of all Council members, and in the presence of the Chief Administrative Officer, and the Assistant Chief Administrative Officer/Recording Secretary.

Twila Bauman, Planning and Communications Manager entered the Council Chambers, time 1:08 p.m.

**7. Delegation:**

**Vilna and District Municipal Library**

Present before County Council at 1:08 p.m. to 1:35 p.m. was Mr. Brian McDonnell, Chairperson, Mrs. Carol Dacyk, Board Member, Mr. Frank Barry, Board Member, and Mrs. Marj Fehr, Board Member, representatives from the Vilna and District Municipal Library to update Council on the 2009 Budget and request for financial assistance towards programming.

**4. Request for Decision(s):**

**2009 Public Sale of Land: County Owned**

260-09: Cholak

That Smoky Lake County advertise in the Redwater Review, Smoky Lake Signal and the County Web-site the following parcels of County Owned Public Land for Sale:

|            |                    |         |              |                    |
|------------|--------------------|---------|--------------|--------------------|
| # 22010118 | Lot 18             | Block 1 | Plan 1955 CL | Hamlet of Spedden  |
| # 22010123 | Lot 23             | Block 1 | Plan 1955 CL | Hamlet of Spedden  |
| # 27150308 | Lot 8              | Block 3 | Plan 1039 CL | Hamlet of Bellis   |
| # 27150309 | Lot 9              | Block 3 | Plan 1039 CL | Hamlet of Bellis   |
| # 40310201 | Lot 1              | Block 2 | Plan 716 CL  | Hamlet of Warspite |
| # 13580421 | Pt. SW 4-58-13-W4  |         |              | 3.60 Acres         |
| # 13582921 | Pt. SW 29-58-13-W4 |         |              | .85 Acres          |
| # 17602131 | Pt. NW 21-60-17-W4 |         |              | 1.00 Acres         |

TERMS: Cash plus G.S.T.

Each parcel offered for sale is subject to Council Acceptance and to the reservations and conditions contained in the existing Certificate of Title.

Person(s) interested in submitting an "Offer to Purchase" must submit in a sealed envelope marked "OFFER TO PURCHASE PROPERTY" and a clear letter with plans outlining:

1. Parcel interested to purchase.
2. Proposed improvements with plans.
3. A time schedule of improvements to be completed.

These properties are being offered for sale on an "AS IS" basis and the County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, absence or presence of environmental contamination or the development ability of the subject land for any intended use by the Purchaser.

No offer will be accepted where the purchaser attempts to attach conditions precedent to the sale of any parcel. No terms or conditions of sale will be considered other than those specified by Smoky Lake County.

County Council has the full right to reject any or all offers to purchase.

DEADLINE for "OFFERS TO PURCHASE" is **March 31, 2009 at 12:00 noon.**

Carried.

Twila Bauman, Planning and Communications Manager left the Council Chambers, time 1:40 p.m.

## 5. Issues for Information:

### Chief Administrative Officer's Report

The Chief Administrative Officer gave an updated report to Council for the period of January 17, 2009 to February 18, 2009.

- Electrical power consumption: Compensation for grader operators.
- Peace Officer and Public Works Manager responded to Brad Bykewich, President, Mons Lake Community Association, Letter dated November 20, 2008.
- Discussion with AAMD&C: Concerning the Natural Gas Right-of-Ways and Easements, as per Correspondence received from Jim Ness, Alberta Association of Pipeline Landowners and Dave Core, Canadian Association of Energy, Producing Landowner Association, entitled "For Thousands of Alberta Farmers and Ranchers – There is a Regulatory Disaster on the Horizon".
- January 29, 2009 Meeting with Kyle Lester, Fish and Wildlife Officer: The County in cooperation with Smoky Lake Rural Crime Watch and Smoky Lake Fish and Wildlife are working together on Fishery Enforcement Project with the County, in erection of educational signs.
- Leo Federkiewicz: Correspondence received for Council only.
- Resolution: To appoint Bob Daudelin and Ray Fortin as Smoky Lake County Assessors with Accurate Assessment Group Ltd.
- Request by Dan Kotylak to exchange the \$.25 cent tax per tonne on gravel in exchange for credit towards Alberta Transportation – spec. 420 ¾" @ \$15.24 tonne.

### Electrical Power Compensation: Grader Operators

261-09: Cholak

That Smoky Lake County increase the electrical power compensation for the Grader Operators from \$70.00 per month to **\$130.00 per month**, for the months of November to March, effective November 1, 2008.

Carried.

### Appointment of Assessors

262-09: Bobocel

That Smoky Lake County appoint as the designated officers, Mr. Bob Daudelin, AMAA, Residential Assessment Coordinator and Ray Fortin, AMAA, Industrial Assessment with Accurate Assessment Group Ltd. as the Smoky Lake County Assessors.

Carried.

### Dan Kotylak: Request

263-09: Cholak

That Smoky Lake County take no action to the verbal request received from Dan Kotylak for credit of the \$.25 cent tax per tonne on gravel in exchange for crushed gravel, as per practice to existing Bylaw.

Carried.

### Financial Update:

As annexed to the minutes:

↪ Financial Statement for the Month of November 2008 and December 2008.

### Action List:

↪ **County Council:** January 16, 2009.

264-09: Danyluk That Smoky Lake County defer to the Risk Pro Management Committee to address the issue of outstanding Insurance Premiums in regards to the Added Named Insured.

Carried.

265-09: Cholak That the updated report for the period of January 17, 2009 to February 18, 2009 by the Chief Administrative Officer, be accepted and filed for information.

Carried.

**8. Executive Session:**

**Executive Session: Leo Federkiewicz**

266-09: Bobocel That County Council go into an executive session to discuss the correspondence received from Mr. Leo Federkiewicz, time 2:12 p.m.

Carried.

267-09: Danyluk That County Council go out of an executive session, time 2:30 p.m.

Carried.

**Leo Federkiewicz: Correspondence**

268-09: Danyluk That Smoky Lake County file for information the correspondence received from Mr. Leo Federkiewicz, dated May 30, 2008, July 15, 2008, January 18, 2009, and January 20, 2009, in regards to survey issues.

Carried.

**Management Reports**

**Public Works: Public Works Managers  
2009 Work Plan**

**Management Policy Statement: 03M-01-01: Public Works Department Work Plan**

269-09: Coady That County Council accept the received Work Plan for 2009 as a Management Policy: 03M-01-01 entitled “Public Works Department Work Plan”, for information.

|  |   |
|--|---|
| <b>Purpose:</b>  | To establish a Public Works Department Work Plan for the Smoky Lake County Public Works Department Program. |
| <b>Policy Statement and Guidelines:</b>  |   |
| <b>STATEMENT:</b>  |   |
| The <b>Public Works Department Work Plan, Schedule “A”</b> outlines the Work Schedule of Projects and duties on a daily, weekly, monthly, periodic and seasonal time frame which provides detail work to be undertaken in the Public Works Department Program.       |   |
| <b>BENEFITS:</b>   |   |
| The Public Works Department Work Plan will provide the following benefits:   |   |
| <ul style="list-style-type: none"> <li>■ Broaden the portfolio of the Public Works Department Program.</li> <li>■ Good understanding of the process of the Public Works Department.</li> <li>■ Increase efficiency and strengthen timeframe of deadlines.</li> </ul> |   |

- Establishes accountability of the Program.
  - Communication Tool.
- REVIEW:**  
 The Public Works Department Work Plan will be reviewed and presented to Council on an annual basis beginning of each year.

**SCHEDULE "A": PUBLIC WORKS DEPARTMENT WORK PLAN 2009**

| Time               | Work Schedule Projects   | Work Description Projects                                     | Elements: Tasks Duties   | Verified Outcome                                     |
|--------------------|--|---|--|--|
| <b>DAILY</b>       |  |   |  |  |
| 2-3 Hours          | Communication: Phone calls from ratepayers, councilors, office | Address issues  | After conversation: Inspect and Access                             | Document and if necessary send out work force.       |
| 1 Hour             | Organize Work Force  | Communicate Plan  | As per daily assigned work   | Time Sheets  |
| 1 Hour             | Time Sheets<br>Daily Journal<br>E-Mail Communication           | Verify time sheets.<br>Document activities.<br>Check e-mails. | Respond to e-mails and keep a control on Public Works Departments. | Check and Sign Document all that took place.         |
| <b>WEEKLY</b>      |  |   |  |  |
| ½ Hour<br>½ Hour   | Safety Meeting<br>List Work Schedule                           | List on Board and verbally communicate                        | Discuss past week incidents and how to solve issues.               | Communication Tool.<br>Monitor                       |
| ½ Hour             | Invoicing  | Verify invoices to projects and check paper work.             | Authorize for Payment.   | Submit to Central Office.                            |
| 10 – 20 Hours      | Road Inspections   | Drive Roads and list conditions                               | Complete road improvements   | Document as per Policy.                              |
| 1 ½ Hours          | Management Meetings  | Meet with all Management Departments                          | Update departments on Public Works activities for the week.        | Monitor and Complete tasks.                          |
| 1 Hour             | List tasks that can be improved upon                           | Weekly review of programs occurring                           | Compile a listing for improvements.                                | Monitor and Communicate                              |
| 1 Hour             | Truck Cleaning   | Maintain a professional vehicle appearance.                   | Clean County Vehicle   | Adhere to County Policy.                             |
| ½ Hour             | Communication  | Speak with Managers   | Discuss projects inside and outside of shop.                       | Communicate.<br>Become more efficient.               |
| <b>MONTHLY</b>     |  |   |  |  |
| April – October    | Culvert Maintenance Program                                    | Replacing, installing and repairing.                          | Inspection and prioritize  | Proper drainage Report update to Council             |
| April to September | Gravelling Projects  | Annual gravel haul  | Organize and schedule areas to be graveled.                        | Improved quality of roads.<br>Monitor as per Policy. |
| Mid May to October | Rehabilitation   | Shoulder Pulls  | Schedule and direct Work Force                                     | Improve quality of roads.<br>Document.               |
| July to August     | Oil Treatment of Roads   | Hauling of Gravel and Mixing Oil                              | Schedule and direct Work Force                                     | Improve quality of roads.<br>Document.               |
| May to September   | Base Stabilization   | Hauling of Gravel and mixing MG30.                            | Schedule and direct Work Force                                     | Improve quality of roads.<br>Document and Monitor    |
| June to October    | Construction   | Backsloping, create ditches, raise road surface.              | Schedule and direct Work Force.                                    | Improve quality of roads.<br>Document as per Policy. |
| June to August     | Private Dust Control   | Haul gravel, mix oil and pack.                                | Schedule and direct Work Force.                                    | Create dust control in front of private residence.   |
| <b>PERIODIC</b>    |  |   |  |  |
|                    | Gravel Crushing  | Along with engineer Tender Project                            | Oversee operation.<br>Proper Testing.<br>Ensure quality gravel     | Yearly Gravel.<br>Maintenance                        |
|                    | De-Watering  | Excavate Rock from below Water Table.<br>Haul and Stock Pile. | Monitor Progress.  | Future Supply of Crushing Material.                  |

| Time                        | Work Schedule Projects              | Work Description Projects   | Elements: Tasks Duties   | Verified Outcome   |
|-----------------------------|-------------------------------------|---|--|--|
| <b>PERIODIC: CONTINUED.</b> |                                     |   |  |  |
|                             | Bridge Maintenance                  | Repairs or Replacement  | Communicate with engineer and Contractor   | Safe Passage over creeks. Monitor and Document.            |
|                             | Job Interviews                      | Interviewing Staff  | Advertise and arrange interviews.  | Advise   |
|                             | Conventions                         | Attend Conventions  | Incorporate material into Public Works activities.   | Education and Communicate                                  |
|                             | Three-Year Road Plan                | Document Information  | Study roads, determine which roads will need attention and schedule construction           | Budgeting Preparations.                                    |
|                             | Fires                               | Emergency Services Reponses   | Assist Fire Department as required. Debriefing.  | Monitor Roster for Emergency Services.                     |
|                             | Meeting with Council and Ratepayers | Address Issues.   | Investigate situations.  | Document Activities.                                       |
|                             | Personnel Communication             | Workers Issues  | Improve job execution. Address Complaints. Wages   | Quality Control  |
|                             | Employee Evaluations                | Evaluate Staff  | Complete Evaluation Forms.   | Improve quality of working relationship and communication. |
|                             | Monthly Reports to Council          | Manager Report Form.  | Complete the manager's report for each meeting.  | Maintain record of reports.                                |
|                             | Public Works: Work Plan             | Plan for the upcoming year – 2010.                                      | Review all Work Plans, and Programs and make appropriate changes.                          | Submit to Council – Annually.                              |
|                             | Budget Meetings                     | Budget Meetings for Public Works and Capital Assets.                    | Evaluate Programs and capital needs, price out items and prepare budget.                   | Meet with the Comptroller.                                 |
| <b>SEASONAL</b>             |                                     |   |  |  |
|                             | Road Maintenance                    | Snow Removal. Grade Roads. Repair Washouts. Patch Oiled Roads.          | Maintain Crown. Trim Shoulders and bring to centre line. Assure proper slope and drainage. | Road Quality Improvement. Document.                        |
|                             | Chipping                            | Clearing for drainage and Visibility.                                   | Assign proper Work Force.  | Safety. Inspect and Document.                              |
|                             | Hydroaxe                            | Mulch brush and trees   | Assign proper Work Force   | Improve site lines and drainage. Inspect and Document.     |
|                             | Steam Culverts                      | Clean out ice, insure proper drainage.                                  | Assign proper Work Force.  | Eliminate washout and flooding. Inspect and Document       |
|                             | Replenish Oil Supply                | Contact Oil Suppliers   | Research for best oil available.   | Fill Tanks at best price.                                  |
|                             | Project Analysis                    | Study procedures, time spent, quantities, costs of previous years work. | Investigate. Research. Monitor   | Budget Process. Improve upon past performance.             |

Carried.

**Reeve's Report**

Reeve Cory Ollikka presented the following report:

- Northern Alberta Mayors' and Reeves' Caucus Meeting on February 20, 2009 at Shaw Conference Centre.

- Issues will be addressed during the Committee Task Force and Board reporting.

270-09: Ollikka That the Reeve's report be accepted, as presented.

Carried.

### **Committee Task Forces and Boards: Report**

#### **Alberta HUB**

- No report.

#### **Ambulance Committee**

- No report.

#### **Community Futures Corporation: St. Paul / Smoky Lake Region**

- Meeting held on February 18, 2009 in St. Paul.
- Discussion held on Loans Policy Manual.
- Operation Work Plan for 2009-2010 submitted.
- National Convention at Collingwood, Ontario on May 28 – 30, 2009: Manager, Board Chairperson and Reeve will be attending.
- Smoky Lake Office: upgrades.
- Three new loans – approved.
- Regional Business Growth and Expansion Guide: Slow Progress.

#### **Evergreen Regional Waste Management**

- Evergreen Regional Waste Management received a 10 year approval to December 30, 2008 to December 30, 2018 to construct, operate and reclaim a Regional Landfill Class 2 allowing to go over the 10,000 tonne threshold. This application has been appealed and will be going through an appeal process.
- Beaver River Waste Management Commission is on hold until after the appeal process is complete.
- Commission has to construct a new cell, possibly two.

#### **Family Community Support Services Committee**

- Establish a Committee of the Whole Meeting on FCSS.

#### **Family-School Liaison Committee**

- Meeting held on February 9, 2009.
- Chairperson: Randy Uglanica.
- Vice-Chairperson: Lori Danyluk.
- 2009 Budget addressed.
- H.A. Kostash Case Load has increased.
- Next meeting scheduled for June 16, 2009 at 1:00 p.m.

#### **Fire and Rescue Committee**

##### **Smoky Lake:**

- Minutes: January 13, 2009 and Agenda: January 27, 2009 – Annual General Meeting.

##### **Waskatenau:**

- 2009 Budget submitted.

##### **Vilna:**

- No report.

#### **Government Liaison Committee**

- 2009 Spring Convention: Meet with Alberta Transportation.

Carried.

**Highway 28/63 Regional Water Group Steering Committee**

- Highway 28/63 Regional Water Line Commission Director's meeting scheduled for March 6, 2009 to be held in Newbrook at 11:00 a.m. and on March 20, 2009 to be held in Waskatenau at 1:30 p.m.
- Minutes: January 20, 2009 Meeting.

**In-House Safety Committee**

- In-House Safety Meeting held on December 16, 2008.
- Training continues: First Aid train staff next week.
- Crane Operation: Chains are in and will be organizing the Course Training in April.
- Training for large trucks – Class 1 and 3: Gary Bruce has completed Class 1 – written test.
- Chain Saw Training: In process.
- Transportation of Dangerous Goods Training: Completed.
- Supervisors Role (AMHSA): Researching.
- Plow Truck Operators Course: Pilot Project – look into next year.
- Additional Training: Grader upgrades.

**Joint Economic Development Initiative (JEDI) Committee**

- Information Session held on February 13, 2009 – No minutes taken.
- Meet with a Developer and Smoky Lake Chamber of Commerce.
- 2009 Budget.

271-09: Bobocel

That Smoky Lake County accept the 2009 Budget for January 1, 2009 to December 31, 2009 in the amount of **\$38,000.00** for the Joint Economic Development Initiative (JEDI) Committee.

Carried.

**Municipal Planning Commission**

- No report.

**Northern Care**

- No report.

**North East Muni-Corr Ltd.**

- Situation: Set of gates have been removed and re-turned to purchaser – land sold.
- Settlement with Penn West: Agreement settlement to pay all expenses and legal fees in return of a 20 year lease.

**Policy Committee**

- No report.

**R.C.M.P. Liaison Committee**

- One R.C.M.P. Member is being transferred in April. New member is from Red Deer.

**Risk Control Management Committee**

- Minutes: February 5, 2009 Meeting.
- **Minutes:** Added Named Insured:  
**CASA: Community and School Association:**  
Minutes: October 22, 2008.

**Smoky Lake Agricultural Society**

- No report.

**Smoky Lake Foundation**

- No report.
- Meeting scheduled for March 5, 2009 at 10:00 a.m.

**Smoky Lake Arts Retreat**

- No report.

**Victoria Settlement Advisory Committee**

- No report.

**Smoky Lake Heritage Board**

- Work Plan 2008 and Year-End Progress Report.

**Doctor Retention and Recruitment Committee**

- Meeting scheduled for March 9, 2009 at 4:30 p.m.

**Joint Municipalities**

- Meeting scheduled for March 16, 2009 to be held in Division Two, Catered By Carmen *along S.H. 859*.

**AAMD&C District 5**

- Unapproved Minutes: January 19, 2009 – Organizational and Regular Meetings of the Alberta Association of Municipal Districts and Counties District No. 5.

272-09: Danyluk

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

Carried.

**6. Correspondence:**

273-09: Cholak

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

- Member Bulletin: January 28, 2009:
  - Input Needed for Changing Law Enforcement Framework.
- Trade Member: Update:
  - January 16, 2009.
- Contact Newsletter:
  - January 30, 2009.
- Contact Newsletter:
  - January 23, 2009.
- Executive Highlights:
  - December 2008 Board Activities.

- f. Contact Newsletter:
  - February 6, 2009.
- g. District Highlights:
  - District No. 5 Meeting - January 19, 2009.
- h. Member Bulletin: February 6, 2009:
  - Changes Coming to Navigable Waters Protection Act.

Carried.

#### **Reynolds, Mirth, Richards & Farmer**

274-09: Coady That County Council and senior administration attend the Reynolds, Mirth, Richards & Farmer: Annual Municipal Law Seminar on March 6, 2009 in Edmonton.

Carried.

#### **Community Learning Council**

275-09: Danyluk That Smoky Lake County donate to the Community Learning Council in the amount of **\$500.00** to the 2009 Women's Conference: "Live, Laugh, Learn" for financial assistance for speakers; and funds to be allocated from the 2009 FCSS Budget.

Carried.

#### **Town of St. Paul**

276-09: Coady That Smoky Lake County take no action to the letter received from Glenn Anderson, Mayor, Town of St. Paul, dated February 6, 2009 in regards to an invitation to a presentation from Plasco Energy on March 10, 2009.

Carried.

#### **Alberta Transportation**

277-09: Cholak That Smoky Lake County accept the letter received from Honourable Luke Ouellette, Minister of Transportation, dated January 22, 2009 in regards to the extension of the New Deal Grant for an additional four year 2013/2014, be filed for information.

Carried.

#### **1<sup>st</sup> Annual Jeff Warawa Hockey Tournament**

278-09: Bobocel That County Council approve the action taken by the Chief Administrative Officer for donating in the amount of **\$500.00 and a Jacket** to the Andrew Devils for hosting the 1<sup>st</sup> Annual Jeff Warawa Hockey Tournament.

Carried.

#### **Additions to the Agenda:**

#### **Letter: Collette Caron**

279-09: Bobocel That Smoky Lake County write a letter to Collette Caron in reference to the letter received on February 18, 2009 on a need for a Re-cycling Program; advising that the County is not aware of a Re-cycling Program; and the Province asked the Evergreen Regional Waste Management Commission to participate in a Pilot Project for Re-cycling and to contact the Village of Waskatenau Council member representative for further information.

Carried.

**Information Releases**

280-09: Bobocel That the Information Releases, dated February 2009, be filed for Information.

Carried.

**Reading File**

No correspondences in the Reading File.

**Bills & Accounts:**

281-09: Danyluk That all the Bills and Accounts approved for payment, including the bills and accounts recommended for payment by the Natural Gas Council, including transfers to the Payroll Account be filed for information:

| <b>February 19, 2009</b> |                       |                        |
|--------------------------|-----------------------|------------------------|
| <b>Batch #</b>           | <b>Cheque Numbers</b> | <b>Total of Batch</b>  |
| 20016                    | 22882 to 22933        | \$ 89,343.02           |
| 20058                    | 22934 to 22959        | \$ 591,182.53          |
| 20086                    | 22960 to 23004        | \$ 112,296.35          |
| 20116                    | 23005 to 23017        | \$ 144,817.51          |
| 20119                    | 23018 to 23032        | \$ 10,855.49           |
| 20122                    | 23033 to 23036        | \$ 4,042.15            |
| 20150                    | 23037 to 23090        | \$ 141,324.44          |
| 20184                    | 23091 to 23117        | \$ 304,407.81          |
| <b>Total</b>             |                       | <b>\$ 1,398,269.30</b> |

Carried.

**County Council Meetings**

282-09: Cholak That the next **County Council Meetings** be scheduled for Tuesday, **March 17, 2009** at 8:00 a.m.; and Thursday, **April 16, 2009** at 9:00 a.m. to be held at the County Council Chambers; and that the **County Council Departmental Operations Meetings** be re-scheduled to Tuesday, **April 21, 2009** to be held at 1:00 p.m. at the County Council Chambers; and that the **Utilities Meetings: Natural Gas and Water, Wastewater and Waste Management** and the **Agricultural Service Board Meeting** be re-scheduled to Tuesday, **April 14, 2009** at 11:00 a.m. to be held at the County Council Chambers.

Carried.

**8. Executive Session:**

**Executive Session: Personnel**

283-09: Danyluk That County Council go into an executive session to discuss a personnel issue, time 3:15 p.m.

Carried.

284-09: Bobocel That County Council go out of an executive session, time 3:19 p.m.

Carried.

**Conflict of Interest**

Reeve Cory Ollikka declared conflict of interest in regards to the potential hiring of the Chief Administrative Officer for Smoky Lake County and did leave the Council Chambers, time 3:20 p.m.

Deputy Reeve, Dareld Cholak assumed the Chair, time 3:20 p.m.

**Alberta Municipal Affairs**

285-09: Cholak That County Council advise the Chief Administrative Officer to contact Alberta Municipal Affairs for clarification on the interpretation of the Municipal Government Act in regards to the hiring of the Chief Administrative Officer.

Carried.

**8. Executive Session:**

**Executive Session: Personnel**

286-09: Danyluk That County Council go into an executive session to discuss a personnel issue, time 3:25 p.m.

Carried.

287-09: Bobocel That County Council go out of an executive session, time 4:30 p.m.

Carried.

**CAO: Salary Range**

288-09: Danyluk That the Chief Administrative Officer Salary Range be at \$105,000.00 to \$125,000.00 for Smoky Lake County.

Carried.

**CAO Recruit: Meeting**

289-09: Danyluk That County Council schedule a **Chief Administrative Officer Recruit Meeting** on Thursday, **March 26, 2009** at 1:00 p.m.

Carried.

Reeve Cory Ollikka entered the Council Chambers and assumed the Chair, time 4:35 p.m.

**Leo Federkiewicz: Correspondence**

290-09: Bobocel That Smoky Lake County file for information the correspondence received on February 19, 2009 from Mr. Leo Federkiewicz, dated November 18, 2008 and November 20, 2008, in regards to survey issues.

Carried.

**ADJOURNMENT:**

291-09: Coady That this meeting be adjourned, time 4:40 p.m.

Carried.

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REEVE

S E A L

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CHIEF ADMINISTRATIVE OFFICER