

SMOKY LAKE COUNTY

Minutes of the **County Council meeting** held on Monday, **July 27, 2009** at 9:05 A.M. in the County Council Chambers.

The meeting was called to Order by the Deputy Reeve Mr. Dareld Cholak in the presence of the following persons:

A T T E N D A N C E		
<u>Monday, July 27, 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	Absent
C.A.O.	Cary Smigerowsky	Present
Asst CAO/R.S	Lydia Cielin	Present

5 Members of the Public in attendance.

2. Agenda:

Agenda

645-09: Coady

That the Agenda for Monday, July 27, 2009 County Council meeting, be adopted as presented.

Carried Unanimously.

3. Minutes:

Minutes of June 1, 2009 - County Council Committee of the Whole: Planning Meeting

646-09: Danyluk

That the minutes of the County Council Committee of the Whole: Planning Meeting held on Monday, June 1, 2009 be adopted.

Carried.

Minutes of June 11, 2009 - County Council Committee of the Whole: Planning Meeting

647-09: Bobocel

That the minutes of the County Council Committee of the Whole: Planning Meeting held on Thursday, June 11, 2009 be adopted.

Carried.

Minutes of June 15, 2009 - County Council Departmental Operations Meeting

648-09: Coady

That the minutes of the County Council Departmental Operations Meeting held on Monday, June 15, 2009 be adopted.

Carried.

Minutes of June 18, 2009 - County Council Meeting

649-09: Danyluk

That the minutes of the County Council Meeting held on Thursday, June 18, 2009 be adopted.

Carried.

Minutes of June 19, 2009 - County Council Committee of the Whole: CAO Recruitment Meeting

650-09: Bobocel That the minutes of the County Council Committee of the Whole for the purpose of CAO Recruitment Meeting held on Friday, June 19, 2009 be adopted.

Carried.

5. Issues for Information:

Chief Administrative Officer's Report

The Chief Administrative Officer gave an updated report to Council for the period of June 19, 2009 to July 27, 2009.

Legislative / Governance:

- Position of Chief Administrative Officer and necessary action steps.

Mr. Cory Ollikka entered the Council Chambers, time 9:15 a.m.

Chief Administrative Officer: Offer of Position

651-09: Coady That Smoky Lake County appoint Mr. Cory Ollikka as the Chief Administrative Officer for the Smoky Lake County, effective August 1, 2009.

Carried.

Chief Administrative Officer: Employment Contract

652-09: Bobocel That Smoky Lake County amend the Employment Contract for the Chief Administrative Officer to extend the Vacation to be four weeks commencing August 1, 2009 and thereafter be in accordance to the County Vacation Policy; and that County Council execute the Employment Contract with Mr. Cory Ollikka as the Chief Administrative Officer.

Carried.

County Council participated in signing the Chief Administrative Officer "Employment Contract" with Mr. Cory Ollikka.

Congratulations were extended to Mr. Cory Ollikka as the Chief Administrative Officer for Smoky Lake County.

ELECTION OF CHIEF ELECTED OFFICER:

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

653-09: Coady That Councillor Dareld Cholak be nominated Reeve of the Smoky Lake County for the ensuing year.

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

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

NO FURTHER NOMINATIONS.

654-09: Bobocel That nominations cease.

Carried.

Councillor Dareld Cholak was declared elected by acclamation by the Chief Administrative Officer as the Chief Elected Officer (Reeve) of the Smoky Lake County for the ensuing year, and executed an "Oath of Office" for that position and assumed the Chair.

ELECTION OF DEPUTY CHIEF ELECTED OFFICER:

Reeve called first (1) time for nominations.

655-09: Bobocel That Councillor Barton Coady be nominated Deputy Reeve of the Smoky Lake County for the ensuing year.

Reeve called second (2) time for nominations.

Reeve called third (3) time for nominations

NO FURTHER NOMINATIONS.

656-09: Bobocel That nominations cease.

Carried.

Councillor Barton Coady was declared elected by acclamation by the Chief Administrative Officer as the Deputy Elected Officer (Deputy Reeve) of the Smoky Lake County for the ensuing year and executed an "Oath of Office" for that position.

Smoky Lake By-Election

657-09: Danyluk That Smoky Lake County hold a By-Election for Division Five on October 19, 2009.

Carried.

Organizational Meeting

658-09: Coady That Smoky Lake County schedule the Organizational Meeting for Thursday, October 29, 2009 to be held at 9:00 a.m. at the County Council Chambers.

Carried.

Chief Returning Officer

659-09: Bobocel That Smoky Lake County appoint Mrs. Bernadette Dalpe as the Chief Returning Officer for the By-Election for Division Five.

Carried.

Division Five: Election Polling Station Locations

660-09: Coady That the Polling Station locations for the October 19, 2009 By-Election for Division Five be at Smoky Lake and Waskatenau.

Carried.

Committee Task Forces and Boards

661-09: Danyluk That the County Council members be appointed to the Committee Task Forces and Boards as follows:

Highway 28/63 Regional Water Services Commission

Reeve Dareld Cholak and Deputy Reeve Barton Coady be appointed as Smoky Lake County representatives to be the Commission Directors to the **Highway 28/63 Regional Water Services Commission**; and that Councillor Lori Danyluk and Councillor Rob Bobocel be the alternates.

Joint Economic Development Initiative (JEDI) Committee

Councillor Lori Danyluk, Councillor Barton Coady and Councillor Ron Bobocel be appointed as members to the **Joint Economic Development Initiative (JEDI) Committee**.

Municipal Planning Commission

Councillor Dareld Cholak, Councillor Barton Coady and Councillor Lori Danyluk be appointed as members to the **Municipal Planning Commission**.

Sub-division and Development Appeal Board

Councillor Ron Bobocel and four members-at-large be appointed as members to the **Sub-division and Development Appeal Board**; and four members-at-large to be appointed as members are as follows: Ray Huot, Ed Boychuk, and Don Christensen; and Grant Gillund and Noreen Easterbrook be as alternates, which one alternate member to represent as the fourth member-at-large.

Smoky Lake Foundation

Councillor Dareld Cholak and Councillor Barton Coady be appointed as members to the **Smoky Lake Foundation**; and Councillor Lori Danyluk and Councillor Ron Bobocel as the alternates.

Carried.

Chief Administrative Officer's Report: Continued

The Chief Administrative Officer continued to give an updated report to Council for the period of June 19, 2009 to July 27, 2009.

Administrative:

- Letter of July 20, 2009 to Leonard Jarema concerning Hanmore Lake Holdings – SE 20-61-17-W4: 61322 – Range Road 174 and Alberta Law of “Adverse Possession”.
- Jubilee Insurance Agencies letter of July 16, 2009 from J. David Clark, Manager of Insurance and Risk Services: Important changes to the 2009 – 2010 Property Insurance Renewal.

- Letter of June 29, 2009 from the Chief Administrative Officer to Mrs. Brenda Adamson offering the position of “Finance Manager” and acceptance of July 1, 2009.
- Confirmation of maintenance of road North of Twp 602 through SW 16-60-15-W4 with Dave Cherniwchan and Smoky Lake County dated July 21, 2009.

Financial:

- Assessment Services – Request for Proposals (RFP).
- **Grant:** Canada-Alberta Building Fund: Re: Application for **Spedden Water Treatment Plant** – Letter received from Andrew Cathcart, Director, Program Secretariat - Application Grant Funding not accepted.

Protective Services:

- Alberta Environment, Nash Kara, Environmental Protective Officer, July 17, 2009 to Harvey R. Mandziuk: Unauthorized rock Disposal in Waskatenau Creek at NE 31-59-19-W4.

Assessment Services: Request for Proposals (RFP).

662-09: Coady

That Smoky Lake County approve for the Chief Administrative Officer to release and post the Assessment Services (RFP) Request for Proposal on the APC: Alberta Purchasing Connection as per TILMA: Trade, Investment and Labour Mobility Agreement and AIT: Agreement of Internal Trade.

Carried.

Financial Update:

As annexed to the minutes:

↳ Financial Statement for the Month of **May 2009**.

Action List:

↳ **Action List:**

- ▶ **County Department Operations: June 15, 2009.**
- ▶ **County Council: June 18, 2009.**

Executive Session: Legal and Personnel Issue

663-09: Coady

That County Council go into an executive session to discuss a personnel issue and a legal issue in reference to Accounts Receivable in accordance with the legislation FOIP: Freedom of Information and Protection of Privacy Act, time 10:15 a.m.

Carried.

664-09: Bobocel

That County Council go out of an executive session, time 10:50 a.m.

Carried.

665-09: Bobocel

That Smoky Lake County authorize administration to investigate the legal provisions with FOIP: Freedom of Information and Protection of Privacy Act legislation in reference to the releasing of the Financial Accounts Receivable Aging Report.

Carried.

Radio Usage: Emergency Purposes

666-09: Danyluk That Smoky Lake County Fire Chief write a letter to the Fire Chief’s of the Smoky Lake Fire Department, Vilna Fire Department, and the Waskatenau Fire Department addressing the usage of radios for Emergency Purposes.

Carried.

667-09: Coady That the updated report for the period of June 19, 2009 to July 27, 2009 by the Chief Administrative Officer, be accepted and filed for information.

Carried.

7. Delegation(s):

Curtis and Sharon Boychuk

Present before County Council at 11:05 a.m. to 11:10 a.m. was Curtis and Sharon Boychuk to give a presentation about dust control adjacent to the Car Wash located on 50th Avenue in the Town of Smoky Lake.

4. Request For Decision(s):

Bylaw No. 1190-09: Surface Lease of Municipal Owned Properties

668-09: Bobocel That **Bylaw No. 1190-09:** authorize the Municipal Council of Smoky Lake County to authorize the **Surface Lease of Municipal Owned Properties** pursuant to the provisions of Section 61 of the *Municipal Government Act*, Chapter M-26, be given **FIRST READING;** and that Smoky Lake County send the Surface Lease Agreement to the Leasee(s) for confirmation to lease municipal owned properties prior to second and third reading of the Bylaw.

Carried.

Policy Statement 13-01-02: Surface Lease of Municipal Owned Properties

669-09: Danyluk That Smoky Lake County cancel Policy Statement 13-01-02: Surface Lease of Municipal Owned Properties.

Carried.

Policy Statement No. 14-A.04-01: Equipment Rental Agreement

670-09: Danyluk That **Policy Statement No. 14-A.04-01** entitled " Equipment Rental Agreement" be adopted:

Purpose:	To provide provision for Smoky Lake County to address risk management for involving rental activity of its equipment.
Policy Statement and Guidelines:	
1. OBJECTIVES:	
1.1 Smoky Lake County is responsible for introducing standards and processes that will encourage ongoing risk improvement, monitor and effectively manage the risk consideration to reflect safe rental practices and to help safeguard the interests of individuals.	

1.2 The **Equipment Rental Agreement** is designed to provide substantial liability protection for Smoky Lake County when engaging in rental activities of its equipment.

Risk management consideration:

1.2.1 **Reflects safe rental practices:** The agreement schedules outline its own equipment rental forms, preventative maintenance checklists and training checklists.

1.2.2 **Protection of municipality:** Contractual protections include a clear assignment of responsibility to the renter for equipment loss or damage, broad waiver in the event of renter injury or harm to other parties and broad indemnity language that protects the municipality.

2. EQUIPMENT RENTAL AGREEMENT:

2.1 Smoky Lake County shall complete an Equipment Rental Agreement when renting its equipment, as per **Exhibit:**

Equipment Rental Agreement.

2.2 The Equipment Rental Agreement is structured as follows:

- ▶ **Agreement - Business Terms:** Captures the basic terms of the rental, such as name of the Renter, rental period, description of the equipment being rented, signature of parties.
- ▶ **Schedule "A" - Additional Terms:** Contains the main contract provisions and protections that govern the rental agreement.
- ▶ **Schedule "B" - Equipment Inspection Form:** Insert pre-rental and post-rental inspection forms.
- ▶ **Schedule "C" - Preventative Maintenance Checklist:** Insert maintenance guidelines.
- ▶ **Schedule "D" - Training Checklist:** Insert training documents.



EXHIBIT

EQUIPMENT RENTAL AGREEMENT

BETWEEN:

SMOKY LAKE COUNTY
(the "Owner")

AND:

(the "Renter")
of _____, Alberta

1. **Schedules** The following Schedules form part of the Agreement:
 Schedule "A": **Additional Terms**
 Schedule "B": **Equipment Inspection Form**
 Schedule "C": **Preventative Maintenance Checklist**
 Schedule "D": **Training Checklist**
2. **Equipment** The equipment rented under this Agreement is described as follows (the "Equipment")

	<u>Description:</u>	<u>Serial Number:</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____
3. **Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.
4. **Term** The term of the rent under this Agreement will be from _____ (time) on the _____ day of _____ (month), 20____ (the "Start Date") to _____ (time) on the _____ day of _____, 20____ (the "Term"). For clarification, the Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner.
5. **Payment** The Renter will pay (check one):
 - total rental for the Term in the sum of _____ Dollars (\$_____), payable upon execution of the Agreement, or
 - monthly rental in the sum of _____ Dollars (\$_____) per month or portion thereof, payable on the first (1st) day of each and every month of the Term commencing upon the Start Date,

(the "Rent") plus any other late fees or damages for damaged equipment. The Renter will pay all applicable GST and other taxes or assessments regarding the rent of the equipment.



_____ Renter's Initials

6.	Equipment Inspection	The Renter and Owner will complete the Equipment Inspection Form attached as Schedule "B" to the Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.
7.	Preventative Maintenance Checklist	The Renter shall be responsible for the performing such maintenance, cleaning or repair duties as may be required within the Preventative Maintenance Checklist attached as Schedule "C" to this Agreement, so as to ensure the Equipment is kept in optimal condition and safe for operation.
8.	Operating Instructions and Training	The Renter shall observe and comply with all operating and safety instructions provided from time to time by the Owner related to the transport, use storage and operation of the Equipment including, without restriction, the instructions provided to the Renter within the Training Checklist attached as Schedule "D" to this Agreement and signed by the Renter prior to taking possession of the Equipment.
9.	Special Terms	In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree 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 or to any representative of the Renter at the address or phone number shown below.

Granted by:
SIGNED, SEALED and DELIVERED by the Owner, in the presence of: **SMOKY LAKE COUNTY**

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 _____ _____ Renter's Initials
 Address _____
 Phone Number _____

SCHEDULE "A"

ADDITIONAL TERMS

<p>1. Return of Equipment</p> <p>1.1 On the expiry of the Term, the Renter shall immediately return the Equipment to the Owner which shall be clean, in proper working order, and in as good a condition as when received by the Renter. Any damage to the Equipment beyond reasonable wear and tear, including removal of any attachments, advertisements, accessories added to the Equipment after the Start Date shall, at the sole discretion of the Owner, be repaired or replaced by the Owner at the sole cost and expense of the Renter and the Renter shall pay all of the costs and expenses incurred by the Owner on demand.</p>	<p>c. attend to the repair of all or any portion of such damage, as may be directed by the Owner; all at the Renter's sole cost and expense.</p> <p>3. Alterations</p> <p>3.1 Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter.</p>
--	--

1.2 If the Equipment is not promptly returned to the Owner by the end of the Term, the Renter will be deemed to have purchased the Equipment and will owe the Owner compensation equivalent to the replacement cost of the Equipment, as determined by the Owner, in its sole discretion.

2. Insurance, Operating Costs and Repairs

2.1 Throughout the Term, the Renter shall, at its sole cost and expense, insure the Equipment for full replacement cost (Owner to be noted as additional insured), exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.

2.2 The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.

2.3 In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:

- a. return the Equipment to the Owner for inspection, assessment and repair;
- b. deliver the Equipment to an authorized repair contractor identified by the Owner for inspection, assessment and repair; or

The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

4. Title to the Equipment

4.1 Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

5. Liens

5.1 The Renter shall keep the Equipment free and clear of all seizures, forfeitures, liens, claims, pledges, debts or adverse claims of any nature and shall pay all license fees, registrations fees, assessments, charges and taxes, which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof.

6. Renter's Covenants

6.1 So long as this Agreement remains in effect, the Renter covenants:

- a. to cause the Equipment to be operated in a lawful manner and only by competent, qualified and where applicable, fully licensed operators;
- b. to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
- c. to furnish at its own expense all fuel, oils, lubricants and other labour or material necessary for the operation and maintenance of the Equipment;
- d. to not share the Equipment with any other person, nor lead, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;

A-2

- e. upon the expiry of the Terms, to immediately return the Equipment to the Owner (the Renter shall not permitted to give the equipment to any other person or user prior to return to the Owner); and

the Instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior

<p>f. to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.</p> <p>7. Events of Default</p> <p>7.1 If:</p> <p>a. the Renter becomes insolvent, bankrupt or if a receiver is appointed for the Equipment of the Renter or bankruptcy, re-organization insolvency, liquidation or dissolution proceedings shall be instituted by or against the Renter;</p> <p>b. the Renter fails to make a payment as and when required under this Agreement; or</p> <p>c. the Renter shall be in default of any of its obligations hereunder and such default continues after the expiry of three (3) days' written notice by the Owner requiring the Renter to rectify such default, unless however, said default is not reasonably capable of being rectified within the said period and the Renter, acting reasonably, is working and continues to work diligently towards rectifying such material default; the same shall constitute an Event of Default.</p> <p>7.2 In addition to any other rights or remedies available, upon an Event of Default occurring, the Owner may take possession of the Equipment.</p> <p>8. Overdue Rent</p> <p>8.1 Any overdue payment of Rent or any other monies due under this Agreement to the Owner shall bear interest from the due date to date payment is received by the Owner at a rate of <u> </u> percent <u> </u>% per annum. <small>Insert rate Insert percent</small></p> <p>9. Waiver and Indemnity</p> <p>9.1 The Renter hereby:</p> <p>a. waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the Owner or its Councillors, officers, employees and agents; and</p> <p>b. forever releases Owner or its Councillors, officers, employees and agents from any and all liability;</p> <p>related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the condition of the</p>	<p>Equipment and the sufficiency of the Instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior to its return to the Owner in accordance with this Agreement.</p> <p>9.2 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its Councillors, 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 on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its Councillors, officers, servants, 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 transportation, operation, maintenance, repair, use, misuse, or nonuse of the Equipment by the Renter or any other person during the Term, whether or not Renter has permitted the person to use the Equipment, or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, contractors, or employees.</p> <p>10. General</p> <p>10.1 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>10.2 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>10.3 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 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>
--	--

10.4 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.

10.5 Time is of the essence of this Agreement and each of its provisions.

10.6 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.

10.7 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 or misuse of the Equipment.

10.8 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.

10.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

____ Renter's Initials



SCHEDULE "B"



EQUIPMENT INSPECTION FORM

Applicable Equipment Inspection Forms are attached as Exhibits:

Agricultural Service Board		
Equipment	Unit #	Inspection Exhibit
Eco Bran Bait Spreader	Unit 450 Unit 451	Exhibit "A-I"
Herbicide Sprayer	Unit 418	Exhibit "B-I"
Livestock Weigh Scale	Unit 446	Exhibit "C-I"



EXHIBIT "A-I"

EQUIPMENT INSPECTION FORM

ECO BRAN BAIT SPREADER - Unit # 450 / Unit # 451

Pre-Inspection		Post-Inspection	
Satisfactory	Non-Satisfactory	Satisfactory	Non-Satisfactory
		Check for broken Welds	

		Check for broken Cables		
		Check for Oils		
		Check for Fuels		
		Check Guard on Fan		

Additional Information:

Equipment Inspected by:	Signature	<i>Renter's Signature</i>
-------------------------	-----------	---------------------------

Returned in Satisfactory Condition:

Signature	Date	<i>Renter's Signature</i>
-----------	------	---------------------------



EXHIBIT "B-I"

EQUIPMENT INSPECTION FORM

HERBICIDE CENTURY SPRAYER - Unit # 418

Pre-Inspection			Post-Inspection	
Satisfactory	Non-Satisfactory		Satisfactory	Non-Satisfactory
		Check for structural integrity		
		Check the hitch		
		Check for hoses		
		Check Nozzles and Tips		
		Check Tank for Cracks		
		Check Tires		
		Check Motor Gas / Oils		

Additional Information:

Equipment Inspected by:	Signature	<i>Renter's Signature</i>
-------------------------	-----------	---------------------------

Returned in Satisfactory Condition:

Signature	Date	<i>Renter's Signature</i>
-----------	------	---------------------------



EXHIBIT "C-I"

EQUIPMENT INSPECTION FORM

LIVESTOCK WEIGH SCALE - Unit # 446

Pre-Inspection		Post-Inspection	
Satisfactory	Non-Satisfactory	Satisfactory	Non-Satisfactory

Additional Information:

Equipment Inspected by: _____ Signature _____ Renter's Signature

Returned in Satisfactory Condition:

Signature _____ Date _____ Renter's Signature



SCHEDULE "C"







PREVENTATIVE MAINTENANCE CHECKLIST


Equipment: _____ Unit # _____

Date of Maintenance Check: _____ Performed by: _____

Check One:

Yes	No	N/A	
			Check for broken welds
			Check for broken cables or belts or wiring
			Check all moving parts for broken pieces, etc.
			Grease all grease zerks
			Change oil
			Check tire pressures
			Ensure winches are in good working order
			Ensure pressurized hoses are in good working order
			Ensure that all protective guards / shields are in place
			Clearance and traffic lights in good working order

Repairs performed:	Date Repairs Performed:	
Signature:		
 SCHEDULE "D" 		
TRAINING CHECKLIST		
<i>Applicable Training Checklist Forms are attached as Exhibits:</i>		
Agricultural Service Board		
Equipment	Unit #	Training Checklist Exhibit
Eco Bran Bait Spreader	Unit 450 Unit 451	Exhibit "A-T"
Herbicide Sprayer	Unit 418	Exhibit "B-T"
Livestock Weigh Scale	Unit 446	Exhibit "C-T"
 EXHIBIT "A-T"		
TRAINING CHECKLIST		
ECO BRAN BAIT SPREADER - Unit # 450 / Unit # 451		
<ul style="list-style-type: none"> <input type="checkbox"/> Start-up Procedures <input type="checkbox"/> Remote switch operation <input type="checkbox"/> Check Oils <input type="checkbox"/> Check Fuels <input type="checkbox"/> Check Wiring <input type="checkbox"/> Operation Procedures 		
Check List Reviewed by:	Signature	_____ <i>Renter's Signature</i>
 EXHIBIT "C-T"		
TRAINING CHECKLIST		
HERBICIDE CENTURY SPRAYER - Unit # 418		
<ul style="list-style-type: none"> <input type="checkbox"/> Start-up Procedures <input type="checkbox"/> Check for leaks from fittings <input type="checkbox"/> Check for weakness (Ballooning in hose) <input type="checkbox"/> Wear protective clothing/goggles in case of spillage/hose failure <input type="checkbox"/> Check to ensure trailer lights are operational <input type="checkbox"/> Operation of sprayer system / handgun, boom buster nozzles <input type="checkbox"/> Switching from truck hookup to pin hookup for tractor <input type="checkbox"/> Remote switch operation 		
Check List Reviewed by:	Signature	_____ <i>Renter's Signature</i>

		
EXHIBIT "C-T"		
TRAINING CHECKLIST		
LIVESTOCK WEIGH SCALE - Unit # 446		
<input type="checkbox"/> Check the structural integrity <input type="checkbox"/> Check wiring <input type="checkbox"/> Check load cells <input type="checkbox"/> On / Off Switch <input type="checkbox"/> Operation Procedures – control panel		
_____ Check List Reviewed by:	_____ Signature	_____ <i>Renter's Signature</i>

Carried.

Scott Franchuk, Agricultural Fieldman/Fire Chief and Kurt Holdis, Assistant Agricultural Fieldman entered the Council Chambers, time 11:25 a.m.

2009 Fire Calls

671-09: Coady

That County Council defer the issue on the 2009 Fire Calls to the Agricultural Service Board Meeting.

Carried.

Policy Statement 62-05-03: Eco Grasshopper Bait Distributor

672-09: Coady

That Smoky Lake County compensate landowners in the amount of fifty dollars (\$50.00) per mile for applied Eco Bran Bait or for Spraying County road allowance ditches, and in extenuating circumstances, the Agricultural Department will use discretion to what method of grasshopper control is required; and that Policy Statement No 62-05-03: Eco Grasshopper Bait Distributor be deferred to the next Agricultural Service Board Meeting.

Carried.

Cory Ollikka and Kurt Holdis, Assistant Agricultural Fieldman left the Council Chambers, time 12:05 p.m.

9. Public Question and Answer Period:

12:06 p.m. to 12:14 p.m.

Hank Holowaychuk

Comment: Applying pesticide on road allowance by landowners do require a Pesticide Operators License and insurance!

Reply: Yes! Must have the Pesticide Applicators License.

Scott Franchuk, Agricultural Fieldman/Fire Chief left the Council

Chambers, time 12:14 p.m.

673-09: Cholak

Meeting recessed for Lunch, time 12:15 p.m.

Carried.

Meeting Reconvene

The meeting reconvened on a call to order by Reeve Dareld Cholak at 1:05 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.

Dave Franchuk, Water, Wastewater and Waste Management Manager and Tracy Rosichuk, Tax/Accounting Clerk entered the Council Chambers, time 1:05 p.m.

4. Request for Decision:

Bylaw No. 1191-09: Water and Sewer

674-09: Coady

That **Bylaw No. 1191-09**: authorize the Municipal Council of Smoky Lake County to provide for the setting and collection of Water and Sewer Rates, Fees and Charges, be given **FIRST READING**.

Carried.

Moved by Councillor Bobocel that **Bylaw No. 1191-09**: authorize the Municipal Council of Smoky Lake County to provide for the setting and collection of Water and Sewer Rates, Fees and Charges, be given the **SECOND READING**.

Carried.

Moved by Councillor Danyluk that **Bylaw No. 1191-09**: authorize the Municipal Council of Smoky Lake County to provide for the setting and collection of Water and Sewer Rates, Fees and Charges, be given **PERMISSION** for **THIRD AND FINAL READING**.

Carried Unanimously.

Moved by Councillor Bobocel that **Bylaw No. 1191-09**: authorize the Municipal Council of Smoky Lake County to provide for the setting and collection of Water and Sewer Rates, Fees and Charges, be given the **THIRD and FINAL READING** and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

Dave Franchuk, Water, Wastewater and Waste Management Manager left the Council Chambers, time 1:07 p.m.

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

Safety Codes Accreditation: Uniform Quality Management Plan

675-09: Danyluk That Smoky Lake County Council adopt the Uniform Quality Management Plan for Joint Accreditation (in partnership with the Town of Smoky Lake, Village of Vilna, and the Village of Waskatenau) to administer the Safety Codes Act, including all pursuant regulations applicable to the Building, Electrical, Plumbing and Gas Discipline.

Carried.

Uniform Quality Management Plan: Fire Discipline

676-09: Bobocel That Smoky Lake County agree to withdraw the Fire Discipline from the new Uniform Quality Management Plan to administer the Safety Codes Act, which in turn will default the administration of the Fire Discipline in Smoky Lake County to Alberta Municipal Affairs.

Carried.

Safety Codes Contract

677-09: Danyluk That Smoky Lake County Council, in partnership with the Town of Smoky Lake, Village of Vilna and the Village of Waskatenau, enter into a Contract with "The Inspection Group Inc." to provide Safety Codes Services in the Building, Electrical, Plumbing, and Gas Disciplines, as required under the Safety Codes Act.

Carried.

Municipal Reserve Violation

678-09: Bobocel That Smoky Lake County issue an Order to the landowner of Plan 2924 MC, Block 1, Lot 6; Theresa Little to reclamation of the Municipal Reserve located on Plan 2924 MC, Block 1, Lot 25R in Parkview Beach Resort Subdivision as follows:

1. Remove all loose debris (i.e., disturbed trees and roots, etc.).
2. Groom topsoil surface to reflect natural landscape; and
3. Trees to be planted (Aspen, 4 feet in height, minimum) every 4 feet, offset in a checkerboard pattern.

by August 31, 2009.

Carried.

Bylaw No. 1189-09: Whitefish Lake Area Structure Plan

679-09: Coady That **Bylaw No. 1189-09:** authorize the Municipal Council of Smoky Lake County authorize Smoky Lake County to develop and adopt a Whitefish Lake Area Structure Plan, be deferred to the next County Council meeting scheduled for August 20, 2009; and that a Public Hearing be scheduled for Thursday, **August 20, 2009** at 9:15 a.m..

Carried.

Twila Bauman, Planning and Communications Manager left the Council Chambers, time 1:25 p.m.

5. Issues for Information:**Finance Manager's Report**

Tracy Rosichuk, Tax/Accounting Clerk provided an updated report to Council for the period of June 11, 2009 to July 15, 2009.

Vault Filing System: Unbudgeted Expenditure

680-09: Coady That Smoky Lake County Council approve the purchase of the additional vault filing system for an unbudgeted expenditure in the amount of \$12,000.00; which \$8,000.00 to be allocated from the 2009 (MSI) Municipal Sustainability Initiative funding and \$4,000.00 to be allocated from the 2009 Contingency; not to exceed the total cost in the amount of \$30,000.00.

Carried.

681-09: Bobocel That the report received from Tracy Rosichuk, Tax/Accounting Clerk for the period of June 11, 2009 to July 15, 2009, be accepted and filed for information.

Carried.

Tracy Rosichuk, Tax/Accounting Clerk left the County Council Chambers, time 1:40 p.m.

Reeve's Report

Past-Reeve Cory Ollikka submitted a written report to Council for the month of July, as follows:

- As you are all aware, this is my last report to you as your Reeve, and it is with a mix of emotions that I submit it to you.
- Home Run for Life, Waskatenau, June 30 – July 5: I attended and brought greetings on behalf of Council and County citizens to the opening ceremonies on Canada Day, and attended the game from time to time to show moral support for their endeavour.
- MLA Jeff Johnson Golf Tournament, Smoky Lake Golf Course, July 3: I along with Doug Ponich, attended the MLA's event. Spoke briefly with both MLA Johnson and Minister Danyluk.
- Corridor Communications Meeting – Red Deer on July 6-7, 2009: County to execute three documents in order to finalize issuance of our shares and transfer of funds to Corridor. They are getting their operating capital in place and transferring grant funds to begin their deployment. Current revenue is a little better than projected even though their share revenue was much lower, they got more grant revenue.
- Corridor will deploy 40 sites by February.
- Ponoka, Red Deer, and Taber Counties/MD will likely be joining, and Corridor wishes our continued help in getting counties like Two Hills and Thorhild to join as well. I suggest we try to get Corridor to make a presentation to the next AAMD&C District 5 Meeting.
- We should continue to try find ways to ensure some of initial deployment reaches at least some of our people. I suggest pitching the Metis/Treaty population numbers in the east and the town population in the centre, and the tower space they may be able to rent in the west/north. The deployment will reach us, but they are unfolding their deployment strategy based on best overall potential, and we should at least pitch these strengths to them.
- Subscription plans will be very competitive with current ISPs and the Corridor Service will be higher quality and faster speed. Once we have some assurance of their deployment reaching us, we can help with their marketing efforts through our gas bills and/or grapevine.
- District 5 – AAMD&C in Two Hills on July 13, 2009: Our resolution regarding transition funding for counties that absorb dissolved villages – Carried unanimously.

- Meeting with Roy Shupenia and Councillor Danyluk on July 14, 2009: Discussed Mr. Shupenia's concern with the registration of two titles as previously dealt with by MPC and Council. There were no requests from him for action at this time.
- Meeting – Division Five Heritage Tour on July 15, 2009: Toured with Robert Early, Researcher around Division Five scoping potential historical buildings and resources. He was particularly interested in some of the early Finnish Settlement evidence that remains in the County's northwest.
- Meeting with concerned Citizens of County of Thorhild in Abee on July 17, 2009: At their request I attended this meeting to set the record straight that Smoky Lake County Council has NO position on the proposed landfill in the County of Thorhild and that the antagonistic rumors to these and other more malicious ends are counter-productive. I have sent along a folder of information from them to use in regards to the proposed site. Some Smoky Lake County residents that belong to this group are concerns with ground water, air and surface water contamination into the Waskatenau Creek. I told them I would pass their information on to our Council. They may request for a delegation time at a future meeting of our Council. At the proper time, we should consider writing the provincial government a letter seeking answers to these environmental concerns.
- Garner Lake Area Structure Plan Public Meeting in Spedden on July 25, 2009: My last official duty as your Reeve and Councillor for Division Five was to call this meeting to order, welcome everyone and outline the process from the Council perspective. I was extremely well attended meeting and I am sure the information gleaned from it will be very useful as the ASPs developed.
- I want to close this report by thanking each of you for your cooperation and hard work on behalf of the citizens of this great county. I believe this County has made great strides in the last few years due largely to the vision and strength of our Council. It has been such an honour to be your chosen Reeve, your "First-among-equals". I have appreciated the confidence and patience and respect you have all shown me, and I have enjoyed working with each of you more than I can explain here! You have each brought special strengths to the Council table and to our collective work for the public good. It has often been said that this is thankless work. Perhaps it is sometimes. But when our individual contributions to this very important work are over, we can rest assured that the alumni to which we belong knows intimately the sacrifices made by those of us who put our names forward in the interest of democracy and public service. Such is what humbles me, and what has made my job as your leader so rewarding and enjoyable.
- Thanking you all again for the experiences, I remain, *Fraternally yours*, Cory Ollikka, Reeve.

682-09: Coady

That the Reeve's report be accepted, as presented.

Carried.

Committee Task Forces and Boards: Report

Alberta HUB

- Ports to Plaine: Grassroots Committee – to find transport route from Monterrey Mexico through Texas to Highland Highway 36 Corridor.

Ambulance Committee

- No report.

Community Futures Corporation: St. Paul / Smoky Lake Region

- Tele-conference held – dealing with loan approvals.

Evergreen Regional Waste Management

- Northern Care Conference in Cold Lake on September 9-11, 2009.
- Contractor is starting on new cell construction.
- Budget – early stages of deficit.

683-09: Bobocel

That County Council who can attend – attend the Northern Care Conference on September 9 – 11, 2009 in Cold Lake.

Carried.

Family Community Support Services Committee

- A meeting to be scheduled.

684-09: Danyluk

That a Committee of the Whole Meeting for the purpose of F.C.S.S. (Family and Community Support Services) be scheduled for Tuesday, September 22, 2009 at 10:00 a.m. to be held in the County Council Chambers.

Carried.

Family-School Liaison Committee

- Next meeting is scheduled for October 6, 2009 at 1:00 p.m.

Fire and Rescue Committee

Vilna:

- No report.

Waskatenau:

- No report.

Smoky Lake:

- No report.

Government Liaison Committee

- Letter: Honourable Ray Danyluk – Ministerial Order No. L:156/09: Invest in Corridor Communications.

Ministerial Order: Corridor Communications Inc.

685-09: Cholak

That the letter received from Honourable Ray Danyluk, Minister of Alberta Municipal Affairs, dated July 21, 2009 in regards to the Ministerial Order No. L:156/09 approving Smoky Lake County's request to invest in Corridor Communications Inc. to facilitate broadband access to the Internet for the County, be filed for information.

Carried.

Highway 28/63 Regional Water Group Steering Committee

- Next Highway 28/63 Regional Water Services Commission Meeting to be held on August 17, 2009 at 11:00 a.m. at the Newbrook Community Hall for the Tap Turning.
- TILMA: Water Component does not apply and does not need to be advertised for the engineers.
- Engaged Associated Engineers for the Pre-design and Land Assembly including reclamation and conservation plan of line from Waskatenau to Smoky Lake – approximate cost \$648,000.
- E-mail received from Marianne Price, Muni-Corr, dated July 21, 2009 in regards to a meeting scheduled between Muni-Corr and the Water Commission and the Engineers.

In-House Safety Committee

- Meeting held on July 21, 2009.
- On-going training continues.
- Driver's Abstracts – renewed.
- Alberta Health & Safety Convention on October 26-28, 2009 in Calgary.
- Next meeting is scheduled for August 25, 2009 at 8:00 a.m.

Joint Economic Development Initiative (JEDI) Committee

- Community Economic Development Officer: Employment Position – Shorting listed Applications.
- In progress – Interview scheduling.

Municipal Planning Commission

- No report.

Northern Care

- No report.

North East Muni-Corr Ltd.

- No Report.

Policy Committee

- No report.

R.C.M.P. Liaison Committee

- No report.

Risk Control Management Committee

- **Minutes:** County Insurance Meeting with the ANI's held on June 16, 2009.
- **Minutes:** Added Named Insured:
Smoky Lake Agricultural Society:
Certificate of Good Standing For 2009.
Alberta Healthcare Auxiliary:
Minutes: January 5-6, 2009 and April 27-28, 2009.
Vilna Veselka Dance Club:
Minutes: March 2, 2009 and April 6, 2009.

Smoky Lake Agricultural Society

- No report.

Smoky Lake Foundation

- Smoky Lake Bar-V-Nook Lodge: checking into a problem with air exchanger.

Smoky Lake Arts Retreat

- No report.

Victoria Settlement Advisory Committee

- No report.

Smoky Lake Heritage Board

- No Minutes.

Doctor Retention and Recruitment Committee

- No report.

Joint Municipalities

- Next Meeting to be announced – Hosted by the Village of Waskatenau.

AAMD&C District 5

- Next Meeting scheduled for the AAMD&C District 5 for Monday, October 5, 2009 – hosted by County of Vermilion River.

686-09: Bobocel

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

Carried.

6. Correspondence:

687-09: Danyluk

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

- a. Minister Meeting Summary – May 13, 2009:
 - Honourable Luke Ouellette, Minister of Infrastructure and Transportation.
- b. Contact Newsletter:
 - June 12, 2009.
- c. Contact Newsletter:
 - June 19, 2009.
- d. Contact Newsletter:
 - June 26, 2009.
- e. Member Bulletin – June 26, 2009:
 - R.W. Hay Award: Call for Nominations.
- f. Member Bulletin – June 26, 2009:
 - Process for Dealing with Flowing Seismic Shot Holes on Surveyed Road Allowance.
- g. Member Bulletin – June 26, 2009:
 - AAMD&C Begins Rural Connectivity Gap Analysis.

- h. Contact Newsletter:
 - July 3, 2009.

- i. Contact Newsletter:
 - July 17, 2009.

Carried.

Northern Lights Library System

688-09: Bobocel That the correspondence received from MaryAnn Mochulski, Smoky Lake County Representative on the Northern Lights Library System, dated July 7, 2009; highlight the current activities from the Northern Lights Library, be filed for information.

Carried.

Smoky Lake Legion Branch #227

689-09: Coady That Smoky Lake County donate to the Smoky Lake Legion Branch #227 for its District 2 Golf Tournament on August 22, 2009, two Promotional Items to be awarded for a Hole Prize Competition for a longest drive for both men and ladies.

Carried.

**Corridor Communications Inc.
Shareholders Resolution**

690-09: Bobocel That Smoky Lake County execute the agreement entitled "Resolutions of the Shareholders of Corridor Communications Inc. (The "Corporation")", effective date of July 1, 2009 for the number of 139,200 Class "B" Common Voting Shares in the amount of \$174,000.00.

Carried.

Share Subscription Confirmation and Release of Funds

691-09: Coady That Smoky Lake County execute the agreement entitled "Subscription Confirmation and Release of Funds" with Corridor Communications Inc. (The "Corporation") to trigger the release of the amount of \$174,000.00 representing the subscription of 139,200, Class "B" Common Voting Shares, effective July 1, 2009.

Carried.

USA Amending Agreement

692-09: Danyluk That Smoky Lake County execute the agreement entitled "Unanimous Shareholders Amending Agreement" with Corridor Communications Inc. (The "Corporation") the issuance to the County of 139,200 Class "B" Common Voting Shares in the amount of \$1.25 per share, effective July 1, 2009.

Carried.

USA Agreement: Original Document

693-09: Bobocel That Smoky Lake County file for information the original document entitled “Unanimous Shareholders Agreement” of Corridor Communications Inc. (The “Corporation”), dated September 30, 2008.

Carried.

Town of Smoky Lake: Dust Suppressant

694-09: Bobocel That County Council go into an executive session to discuss a legal issue concerning land and municipal boundary, time 2:20 p.m.

Carried.

695-09: Coady That County Council go out of an executive session, time 2:35 p.m.

Carried.

696-09: Danyluk That Smoky Lake County cost-share with the Town of Smoky Lake the dust suppressant for 50th Avenue, the oiling of the road approximately 300 feet, not to exceed the total in the amount of \$5,000.00.

Carried.

Ministerial Order: Evergreen Regional Waste Management Services Commission

697-09: Coady That the letter received from Honourable Ray Danyluk, Minister of Alberta Municipal Affairs, dated November 12, 2008 in regards to the Ministerial Order No. L:241/08 approving Evergreen Regional Waste Management Services Commission the distribution of capital funds and that Smoky Lake County acknowledge the County’s portion to be in the amount of \$101,210.00; and approve the action taken of funds deposited to the County’s Evergreen Reserve.

Carried.

Minister of Transportation: 2009 Grants

698-09: Bobocel That Smoky Lake County acknowledge receipt of the letter received from Honourable Ray Danyluk, Minister of Alberta Municipal Affairs for the 2009 Application for Program Acceptance (APA); as follows: letter dated June 29, 2009 in regards to the 2009 Alberta Municipal Infrastructure Program (AMIP) for the grant in the amount of \$829,797.00 for the Project File No. 40388 – Road Projects; and the letter dated, July 2, 2009 in regards to the 2009 New Deal for Cities and Communities (NDCC) for the grant in the amount of \$215,689.00 for the Project File No. 40597 – Bridge File 75969 and Hamlet of Spedden Water Plant.

Carried.

2009 North East Muni-Corr.: 4th Annual Golf Tournament

699-09: Bobocel That Smoky Lake County representative Councillor Lori Danyluk attend the 2009 North East Muni-Corr Ltd. 4th Annual Golf Tournament on September 4, 2009 at 1:00 p.m. in Cold Lake at the Grand Centre Golf and Country Club.

Carried.

STARS

700-09: Danyluk That the letter received from Maureen Henkel, Fund Development Officer, STARS: Alberta Shock Trauma Air Rescue Foundation, dated June 25, 2009; extending to Council a thank you for the donation, be filed for information.

Carried.

Ministerial Order: Unconditional Municipal Grant

701-09: Coady That Smoky Lake County acknowledge receipt of the 2009/10 unconditional municipal grant to Smoky Lake County in the amount of \$8,818.00; as per letter received from Honourable Ray Danyluk, Minister of Alberta Municipal Affairs, dated June 23, 2009 - Ministerial Order No. L:089/09 authorizing the payment of funds.

Carried.

Intersection Improvements and Other Work at Hwy 28 and 831

702-09: Danyluk That Smoky Lake County provide Alberta Transportation the necessary cost estimates for gas line relocation work; as per letter received from Scott McTavish, CET, ARA Engineering Consultant Engineers, dated June 26, 2009 in regards to the Intersection Improvements and Other Work at Hwy 28 and Hwy 831 Ground Disturbance in Right-of-Way and road re-alignment.

Carried.

Northern Lights Library System

703-09: Bobocel That Smoky Lake County execute the "Consent to Amend the Northern Lights Library System Master Agreement" with Northern Lights Library System.

Carried.

Agriculture and Rural Development: Agricultural Disaster Area due to Drought

704-09: Coady That the letter received from Honourable George Groeneveld, Minister of Alberta Agricultural and Rural Development, dated July 10, 2009 regarding Smoky Lake County's declaration as an Agricultural Disaster Area due to drought, be filed for information.

Carried.

Information Releases

705-09: Danyluk That the Information Releases, dated July 2009, be filed for Information.

Carried.

Reading File

No correspondence in the Reading File.

Bills & Accounts:

706-09: Bobocel 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:

July 27, 2009		
Batch #	Cheque Numbers	Total of Batch
20700	23875 to 23844	\$ 11,905.71
20705	23845 to 23885	\$ 137,781.56
20733	23886 to 23938	\$ 210,451.82
20762	23939 to 24006	\$ 332,442.46
20768	24007 to 24009	\$ 2,838.26
20775	24010 to 24022	\$ 182,865.22
20791	24023 to 24068	\$ 107,848.66
20810	24069 to 24074	\$ 26,603.32
20811	24075 to 24095	\$ 46,978.44
20852	24096 to 24146	\$ 342,503.00
20853	24147 to 24154	\$ 21,949.44
Total		\$ 1,424,167.89

Carried.

Assessment Review Board

707-09: Cholak

That Smoky Lake County schedule the **Assessment Review Board** for Assessment Appeal Board Complaints on Wednesday, **October 7, 2009** and Thursday, **October 8, 2009** at 9:00 a.m. to be held at the County Council Chambers.

Carried.

County Council Meetings

708-09: Bobocel

That the next **County Council Meetings** be scheduled for Thursday, **August 20, 2009**; Thursday, **September 17, 2009** at 9:00 a.m. to be held at the County Council Chambers; and on Thursday, **October 29, 2009** following the Organizational Meeting to be held at the County Council Chambers; and on Thursday, **December 10, 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 for Tuesday, **August 11, 2009** at 9:00 a.m. to be held at the County Council Chambers; and scheduled for Tuesday, **November 24, 2009** at 1:00 p.m. to be held at the County Council Chambers.

Carried.

8. Executive Session

County Land Issue

709-09: Danyluk

That County Council go into an executive session to discuss a County land issue, time 3:02 p.m.

Carried.

710-09: Bobocel

That County Council go out of an executive session, time 3:44 p.m.

Carried.

ADJOURNMENT:

711-09: Cholak

That this meeting be adjourned, time 3:45 p.m.

Carried.

REEVE

S E A L

CHIEF ADMINISTRATIVE OFFICER