



Smoky Lake County

Regular County Council Meeting

Thursday, October 9, 2025 at 9:00 AM

In Person - Council Chambers

4612 - McDougall Drive, Smoky Lake, Alberta

or Virtually: Please join using this link:

<https://video.businessconnect.telus.com/join/21633858>

Meeting ID: 216338581

- 1 **Called To Order**
- 2 **Adoption of Agenda**
- 3 **Adoption of Minutes**
 - 📎 2025 09 25 Regular County Council Minutes

- 4 **Delegation(s)**
 - 4.1 Cam Croswell @
 - 📎 Winter Haul Route

- 5 **Public Hearing**

- 6 **Municipal Planning Commission**

- 7 **Public Question and Answer Period between 11:30 a.m. & 12:00 p.m.**

- 8 **Request for Decisions**

- 8.1 Waskatenau Annexation
 - 📎 Annexation - Letter of Response
- 8.2 Request for Proposal - Land Lease (Handout)
- 8.3 Organization Meetings
 - 📎 Organization Meetings
 - 📎 2024-10-24 Organizational Meeting Minutes
 - 📎 Bylaw 1400-21 Procedural Bylaw
 - 📎 Policies
- 8.4 Capital Purchase - Replacement Grader
 - 📎 RFD- Capital Purchase
 - 📎 Quote Q00151530
 - 📎 Quote00145220
 - 📎 Brandt Quote
 - 📎 Brandt Warranty Schedule

- 9 **Request for Information**

- 10 **Policy and Bylaw Review**

- 10.1 Lakeland HR - Organization Chart
 - 📎 RFD - Policy 15-03 Organizational Chart

- 📎 Draft Policy 1-03 Organizational Chart with Salary Grid
- 📎 Initial Chart Review Sept 22
- 📎 Proposed Options
- 📎 2025 AMSC Wage Report 51
- 📎 2025 AMSC Wage Report 53
- 📎 2025 AMSC Wage Report 54
- 10.2 Priority Roads Policy (Handout)
- 10.3 Fire Services Bylaw No. 1487-25
 - 📎 RFD - Fire Services Bylaw No. 1487-25
 - 📎 Fire Protective Services Bylaw No. 1487-25
 - 📎 Policy 2-21 Fire Ban
- 10.4 MCC for Smoky Lake Development Corp loan close out
 - 📎 RFD - MCC for Smoky Lake Development Corp loan close out
 - 📎 MCC for Smoky Lake Development Corp loan close out - General Security Agreement
 - 📎 MCC for Smoky Lake Development Corp loan close out - Revised Bylaw 1413-22
 - 📎 MCC for Smoky Lake Development Corp loan close out Bylaw 1483-25
- 11 **Chief Administrative Officer (CAO) Report**
- 11.1 CAO Report - September 2025
 - 📎 CAO Report - September 2025
- 11.2 Action Item list - September 2025
 - 📎 Action Item list - September 2025
- 12 **Council Committee Reports**
- 13 **Correspondence**
- 13.1 RMA Member Briefing - Minister of Municipal Affairs Mandate Letter
 - 📎 RMA Member Briefing - Minister of Municipal Affairs Mandate Letter Attachment
- 13.2 RMA Member Bulletins
 - 📎 RMA Member Bulletins attachment
- 13.3 Letter of Support Request for Go East RTO for Travel AB Funding
 - 📎 Letter of Request
- 14 **Information Release**
- 15 **Financial Reports**
- 16 **Next Meetings: Thursday, October 9th, 2025. at 9:00 a.m. (Regular)**
Tuesday October 14th, 2025 at 9:00 a.m. (Joint Public Hearing)
Thursday October 23rd (Council workshop)
Monday, October 27th (Council Orientation/Training)
Thursday, October 30th (Organizational/Regular)
Thursday, November 10th at 10:00 a.m. Budget meeting
- 17 **In Camera (Executive Session)**

18 Out of Camera (Executive Session)

19 Adjournment



Smoky Lake County
Meeting Minutes
Regular Council Meeting September 25, 2025 - 09:00 AM

1 Called To Order

The meeting was Called to Order at 9:04 a.m. by the Reeve, Jered Serben, in the presence of the following persons:

ATTENDANCE

<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Thursday, September 25, 2025</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3 / Deputy Reeve	Dominique C��r��	Present in Chambers
4	Lorne Halisky	Present in Chambers
5 / Reeve	Jered Serben	Present in Chambers
Interim CAO	Brenda Adamson	Present in Chambers
Executive Services	Chyenne Shaw	Present in Chambers
Recording Secretary	Meaghan Andreychuk	Present in Chambers

Observers in Attendance Upon Call to Order:

Comm. Officer	Evonne Zukiwski	Virtually Present
P & D Manager	Jordan Ruegg	Virtually Present
Enviro Ops Manager	Dave Franchuk	Virtually Present
Natural Gas Mng.	Daniel Moric	Virtually Present
Fire Chief	Scott Franchuk	Virtually Present
Public Works Manager	Chris Minailo	Present in Chambers
GIS	Carole Dowhaniuk	Virtually Present
Public	6 Members	Virtually Present

1.1 Recess for Municipal Planning Commission Meeting

Smoky Lake County recessed the Regular County Council Meeting to move into The Municipal Planning Commission meeting at 9:04 a.m.

Smoky Lake County Council resumed the Regular County Council Meeting at 9:17 a.m.

2 Adoption of Agenda
Resolution No: 797-25
 Moved by: Dominique Céré

That Smoky County Council accept Thursdays Regular County Council Meeting Agenda with the following additions:

- 7.8 Aspen View 2025 Trustee Elections Contract

CARRIED

3 Adoption of Minutes

3.1 Confirmation of Minutes - September 4th, 2025, County Budget Meeting Minutes

Resolution No: 798-25
 Moved by Lorne Halisky

That the Minutes of the Regular County Council meeting held on September 4th, 2025, be adopted with amendment requested from Council.

Resolution No: 745-25

*That Smoky Lake County **contract** the consulting firm Sage Analytics to conduct an HR research project, at a cost not exceeding \$1,500 plus GST, and that the findings be brought back to the next Regular Council Meeting on September 11, 2025*

CARRIED

3.2 Confirmation of Minutes - September 11th, 2025 - Regular County Meeting Minutes

Resolution No: 799-25
 Moved by Linda Fenerty

That the Minutes of the Regular County Council meeting held on September 11, 2025, be adopted with amendments requested from Council.

- Missing motion number from Substitute Returning Officer for the 2025 Municipal Election (not tabled)
- 6.1 Incorrect bridge numbers
- 9.1 Specify insurance
- 10.11 add "a Bylaw"

CARRIED

3.3 Confirmation of Minutes - September 18th, 2025 - Smoky Lake County Special Meeting minutes

Resolution No: 800-25
 Moved by Dominique Céré

That the Minutes of the Special County Council meeting held on September 18th, 2025, be adopted as presented.

CARRIED

3.4 Rescind Motion #750-25

Resolution No: 801-25
 Moved by Jered Serben

Rescind Motion #750-25: That Smoky Lake County Council approve the provision of a skid steer, with an operator if available, to assist the Smoky Lake Agricultural Society with unloading and loading ice cover sheets at the Smoky Lake Arena on Thursday, October 2, 2025, and Saturday, October 4, 2025.

CARRIED

3.4.1 4.2 Agricultural Society donation request

Resolution No: 802-25

Moved by Jered Serben

That Smoky Lake County Council approve the provision of a forklift, along with a qualified operator, to assist the Smoky Lake Agricultural Society during the Smoky Lake Pumpkin Fair for the purposes of unloading and loading ice cover sheets at the Smoky Lake Complex.

CARRIED

4 Delegation(s)

4.1 Harvey Prockiw delegation regarding Road Allowance at Wishing Well Estates and Victoria Trail @ 9:15 a.m.

Resolution No: 803-25

Moved by: Linda Fenerty

Present before Council from 9:30 a.m. to 9:40 a.m. was Harvey Prockiw, for the purpose of delegation regarding Road Allowance at Wishing Well Estates and Victoria Trail

That Smoky Lake County accepted the presentation of Harvey Prockiw, as information.

CARRIED

4.1.1 In Camera (Executive Session)

Resolution No: 804-25

Moved by Dominique Céré

That Smoky Lake County Council go into Executive Session, under the authority of the ATIA: Access to Information Act: Section 30: "Disclosure harmful to economic and other interests of public body" in the physical presence of all Council, Interim CAO, Executive Services, and Recording Secretary time 9:41 a.m.

CARRIED

4.1.1.1 Out of Camera

Resolution No: 805-25

Moved by Dominique Céré

That Smoky Lake County Council go out of Executive Session, time 10:16 a.m.

CARRIED

4.1.1.2 Delegation Resolution: Road Allowance at Wishing Well Estates

Resolution No: 806-25

Moved by: Dominique Céré

That Smoky Lake County Council work with landowner of NW 12-58-18 to remedy the issue of encroachment and register the road plan established in 2023, furthermore purchase the 0.321 hectares (0.79 acres) from the landowner.

CARRIED

4.1.1.3 Delegation Resolution: Road Allowance at Wishing Well Estates

Resolution No: 807-25

Moved by: Dan Gawalko

That Smoky Lake County Council Direct Administration to advise the landowner of adjacent land to the north of Road Plan 3716P that the County is willing to negotiate the sale of said land at no cost to the county.

CARRIED

4.2 Cam Croswell @ 11:00 a.m.

Delegation, Cam Croswell was unable to attend today's meeting.

5 Public Hearing

6 Request for Decisions

6.1 Trail Twisters Lease

Resolution No: 808-25

Moved Lorne Halisky

That Smoky Lake County Council advertise a Limited Invitation to Tender, pursuant to Policy No. 13- 01: Surface Lease of Municipally-Owned Properties, for the lease of the municipally-owned property legally described as: PT. NE-30-59-14-W4M, for a twenty-five (25) year term, on the County's website and social media channels and in the Redwater Review, with a closing date of Friday, October 10, 2025, at 4:00 Mountain Time.

CARRIED

6.2 Notice of Intention to Designate as a Municipal Historic Resource – St. Elias (Pakan) Church & The Wynnyk House

Resolution No: 809-25

Moved by Linda Fenerty

That Smoky Lake County Council serve a Notice of Intention to Designate the Wynnyk House, located on the lands legally described as SW-27-58-13-W4M, as a Municipal Historic Resource, to the owners of said lands, pursuant to Section 26 of the Historical Resources Act, and to instruct administration to prepare a Designation Bylaw for Council's consideration following the expiry of the 60-day notification period.

CARRIED

6.2.1 Motion 2

Resolution No: 810-25

Moved by Dominique Céré

That Smoky Lake County Council serve a Notice of Intention to Designate the St. Elias (Pakan) Church, located on the lands legally described as Plan 5011CE, Block A, as a Municipal Historic Resource, to the owners of said lands, pursuant to Section 26 of the Historical Resources Act, and to instruct administration to prepare a Designation Bylaw for Council's consideration

following the expiry of the 60-day notification period.

CARRIED

- 6.3 RV Bylaw 1432-23**
Resolution No: 811-25
 Moved by: Lorne Halisky

That Smoky Lake County Council Direct Administration to defer Bylaw 1432-23 (Recreational Vehicle Bylaw) to a Committee of the Whole meeting in January 2026 for further discussion, including recommendations, with participation from the Community Peace Officer, Planning and Development, Parks and Recreation, and the Chief Administrative Officer.

CARRIED

- 6.3.1 In Camera @ 11:04 a.m.**
Resolution No: 812-25
 Moved by Dominique Céré

That Smoky Lake County Council go into Executive Session, under the authority of the ATIA Section 30: Disclosure harmful to economic and other interests of a public body, in the physical presence of all Council, Interim CAO, Executive Services, Parks and Recreations Manager, Gas Manager, and Public Works Manager, and Recording Secretary time 11:04 a.m.

CARRIED

- 6.3.1.1 Out of Camera @ 11:29 a.m.**
Resolution No: 813-25
 Moved by Jered Serben

That Smoky Lake County Council go out of Executive Session, time 11:29 a.m.

CARRIED

- 6.4 Request for Proposal**
Resolution No: 814-25
 Moved by Lorne Halisky

That Smoky Lake County Council award the Hauling and Disposal of Solid Waste Contract to Smoky Lake Waste and Recycle LTD for a three (3) year term, commencing October 1, 2025 and ending October 31, 2028, based on the contractor's submission demonstrating the best overall value to the County in terms of cost-effectiveness, service reliability, and capacity to meet operational requirements.

CARRIED

- 6.4.1 Unit 112A for Auction**
Resolution No: 815-25
 Moved by Dan Gawalko

That Smoky Lake County Council direct Administration to place Unit 112A, 2020 Peterbilt Garbage Truck, for auction at the next available public auction sale at the earliest possible opportunity.

CARRIED

- 6.5 **Public Question and Answer Period between 11:30 a.m. & 12:00 p.m.**
PUBLIC QUESTION AND ANSWER PERIOD - announced between 11:31 a.m. & 11:32 a.m.

None.

- 6.6 **Tax Sale**
Resolution No: 816-25
Moved by Dominique Céré

That Smoky Lake County Council approve the following Tax Notification properties to be advertised for Tax Sale to be held December 12, 2025 at 10:00 AM

Roll	Location	LINC #	Legal	Reserve Bid
12602941	60444 RGE RD 124	0034934109	LOT 1, BLK 1, PLAN 1124452	\$52,000.00
14573420	57525 RGE RD 143	0023550834	SW 34-57-14-W4	\$300,000.00
14593420	59529 HWY 36	0013702329	SW 34-59-14-W4	\$325,000.00
27150120	4919 51 ST BELLIS	0020796298	LOT 20, BLK 1, PLAN 1039CL	\$4,000.00
30190101	13237 TWP RD 615	0013499082	LOT 1, BLK 1, PLAN 7822612	\$85,000.00
30190107	13239 TWP RD 615	0013500336	LOT 7, BLK 1, PLAN 7822612	\$38,000.00
22010105	5014 49 ST SPEDDEN	0010199347	LOT 5&6, BLK 1, PLAN 1955CL	\$105,000.00

CARRIED

- 6.7 **Halls and Church's RFD**
Resolution No: 817-25
Moved by Lorne Halisky

That Smoky Lake County Council take no action regarding the letter dated August 19, 2025, and direct Administration to investigate alternative funding options to support community hall groups with operating costs.

CARRIED

- 6.8 **Smoky Lake Golf Club Capital Project Funding**
Resolution No: 818-25
Moved by Jered Serben

That Smoky Lake County Council fund the Smoky Lake Town and Country Golf Course as per letter received on September 15th, 2025 to the maximum funding of \$11,000 as a onetime lump sum payment, which will be released upon proof of completion and inspection of the completed septic project.

CARRIED

- 6.8.1 **Smoky Lake County Council Recessed for lunch at 12:12 p.m.**

6.8.1.1 **Smoky Lake County Council Resumed the Regular County Council Meeting at 1:04 p.m.**

- 6.9 **Clayton Didier from Pine Creek Retreat at 1:00 p.m.**
Resolution No: 819-25
Moved by Dominique Céré

Present before Council from 1:05 p.m. to 1:40 p.m. was Clayton Didier, Representing Pine Creek Retreat and The Group for the purpose of Smoky Lake County, Tourism Growth & Unification Strategy Proposal.

That Smoky Lake County Council accept the verbal and written presentation from Clayton Didier, Pine Creek Retreat and The Group.

CARRIED

- 6.10 Donation Request - Smoky Lake Fire Department**
Resolution No: 820-25
 Moved by: Jered Serben

That Smoky Lake County Council approve to provide funds in the amount of \$1,000.00 to the Smoky Lake Fire Department towards the Heritage Weekend Fireworks, held on August 3, 2025.

CARRIED

- 6.11 Addition to the Agenda - Aspen View 2025 Trustee Elections Contract**
Resolution No: 821-25
 Moved by: Jered Serben

That Smoky Lake County enter into a contract with Aspen View Public School Board to facilitate the 2025 Trustee Elections for Ward 5.

CARRIED

- 7 Request for Information**

- 7.1 Priority Roads - (Handout)**
Resolution No: 822-25
 Moved by: Jered Serben

That Smoky Lake County Council accepts the priority roads report as information and direct Administration to draft a consolidated Road Maintenance Policy with supporting procedures for Council's consideration, incorporating road condition assessments, exceptional road categories, and priority road calculations, to be presented at the October 9, 2025, Regular Council Meeting.

CARRIED

- 8 Policy Review**

- 8.1 Policy Statement No. 01-28-03**
Resolution No: 823-25
 Moved by Linda Fenerty

That Smoky Lake County Council amend Policy Statement No. 01-28-03: Council - Request for Information, to reflect the update of the software provider and subscription term in 4.4 of Section # 4 Guidelines, and changes to 5.1, 5.2 and deletion of 5.3 within Section # 5 Procedures.

CARRIED

- 9 Chief Administrative Officer (CAO) Report**

9.1 CAO Report for August 2025**Resolution No: 824-25**

Moved by: Dominique Céré

That Smoky Lake County Council move to accept the CAO report dated August 2025 and the updated Action List as presented.

CARRIED**9.2 Action Log****10 Council Committee Reports****10.1 Division 1 - Dan Gawalko (Handout)****Dan Gawalko Councillor report September 2025**

-Sept 4, Budget meeting

-Sept 9, Lorne Halisky & myself, Law & Wild BBQ in Smoky Lake several displays by the fish and game officers, RCMP with the motor bike & race car several members and Anita were in attendance along with members of the community and other groups involved with crime prevention.

-Sept 10, ALBERTA CARE conference in Westlock, Lorne Halisky & myself, took a tour of the Westlock regional landfill how they sort municipal solid waste & plastics how access to the landfill is done with a card, then we had a tour of Swiss Leaf Farms a vertical lettuce farm near Busby no crop was growing at the time of the tour but we saw how the equipment works, the evening was spent with other waste management and municipal leaders discussing waste and attending the trade show.

-Sept 11, council meeting

-Sept 12, RMA district 5 meeting in Lac La Biche.

-Sept 14, Bellis Board of Trade 70th Anniversary Lorne Halisky & myself, recognized the hard working members of the BBOT for 70 years of community service, speeches from several members of the community including Smoky Lake County councillor Lorne Halisky.

-Sept 18 special council meeting.

-Sept 25 council meeting.

10.2 Division 2 - Councillor Linda Fenerty (Handout)

August 29 – September 25, 2025

Councillor Linda Fenerty, Division 2

Community Futures – Regular Board Meeting – Northern Lights RV Resort – September 3, 2025 – 4:30 p.m

- Reviewed minutes of the last meeting. New loans discussed and approved. Planning continues for PowerUp North conference being held on October 7 & 8. Open Farm Days was very well attended – positive feedback from attendees. Penny & Judith visited Whitefish/Goodfish Lake community gardens and shared experience with the Board. Incredible work done by volunteers there! Penny & Joan are preparing for Community Awareness Night, and have set dates for Youth Market Program. Penny attended trial “Metis Culture” day at Water & Spirit Spa at Fishing Lake. Correspondence sent regarding visit by Federal Minister Eleanor Olzowski (Emergency Management & Community Resilience/Minister responsible for Prairies Economic Development Canada)

North East Muni-Corr – St. Paul County Council Chambers – September 8, 2025 – 10:00 a.m.

- Delegation: Mackenzie Fontana MNP presented 2024 year end audit – no discrepancies.
- Riverland Recreation Trail Society report: MG30 application completed at Edwand and are considering same at Shay Cho Bay Subdivision in the M.D. of Bonnyville. Discussed outhouse installation at LARA w/ M.D. of Bonnyville. Scheduled for September 9th. Discussed outhouse installation at UFA staging area with Smoky Lake County. RRTS Casino was held in Camrose August 5 & 6. RRTS met with MLA Scott Cyr regarding future plans for the Iron Horse Trail. They have booked the AIHT booth for the Alberta Snowmobile ATV & Off Road Show (October 17-18th)
- N.E. Muni-Corr Ltd. Report: Continued contact with past due accounts receivable. Marianne met w/adjacent landowners: M.D. of Bonnyville and Smoky Lake County over fence line and trees. Talked w/ Alberta Agriculture re: Fence Line Act in Alberta. Might need some surveying done at the Bonnyville one.
- RFP review and tender contract for ACP grant for nine staging area designs. Contract was awarded to R.F. Binnie & Associates and kick off meeting is scheduled for September 9th. Marianne will apply for another CFIP grant and also to TransCanada Trail Foundation. Scott Cyr will add support letter. A motion was made to cc. three MLA's.
- Bylaw follow up w/Village of Vilna. Vilna was the only municipality that objected to some of the wording in the bylaw.
- Spoke with Rick Janvier at Cold Lake First Nation and followed up with an email asking to work with them to complete the maintenance issues on that section of trail.

Other Meetings

- September 4, 2025 – Budget Meeting – Council Chambers – 9:00 a.m.
- September 11, 2025 – Regular Council Meeting – Council Chambers – 9:00 a.m.
- September 12, 2025 – RMA Zone 5 Meeting – MacArthur Place – Lac La Biche – 9:30 a.m.
- September 18, 2025 – Special Council Meeting – Council Chambers – 9:00 a.m.
- September 25, 2025 - Regular Council Meeting – Council Chambers – 9:00 a.m.

10.3 Division 3 - Deputy Reeve, D. Céré (Handout)

August 25: Special Meeting, Bar V Nook, Smoky Lake County

August 26: Intermunicipal Development Plan Committee, Smoky Lake County

August 27: Special Council Meeting, Smoky Lake County

August 28: Regular Council Meeting, Smoky Lake County

August 28: Municipal Planning Committee, Smoky Lake County

- o Approved Development Permit No. 031-25 Plan 2321787, Block 6, and Development Permit No. 032-25 Plan 2321586 for the development of shipping containers, subject to conditions.

September 4: Regular Council Budget Meeting, Smoky Lake County

September 11: Regular Council Meeting, Smoky Lake County

September 12: RMA District 5 Meeting, Lac La Biche (Dan, Linda, Lorne, Dominique)

- Presentation of the Law Enforcement Landscape in Lac La Biche which included an overview of all of the enforcement services available in Lac La Biche (Police officers, Peace officers, Community Peace officers, By-Law Enforcement officers, Public Security officers/Community Patrol, Private Security officers as well as Civilian support), the strategic framework including their guiding principles, the Law Enforcement Training Centre as _well as the future of public safety and the vision they have for tomorrow.
- Also providing brief presentations included MLA Tany Yao as well as Mr. Bob Bezpalko, Alberta Hub.
- Mayor Paul Rentov spoke to the group regarding the state of Agricultural Disaster and that a collective voice is a strong voice.
- The Smoky Lake County brought up and briefly spoke to the following issues: Rural Crime Reduction, Decline in Rural Volunteers, Rural Health, LGFF and the Oil and Gas Property Taxes in Arrears
- Reports from Karen Rosvold (Grande Prairie) and Kevin Wirsta (Division 5 RMA Representative) were received which was followed by Resolutions.

September 15: Joint Health & Safety Meeting, Smoky Lake County (Zoom)

September 18: Special Council Meeting, Smoky Lake County

September 19: Smoky Lake Foundation, Bar V Nook, Smoky Lake

September 22: Smoky Lake Region intermunicipal Collaboration Meeting

September 24: Physicians and Healthcare Professionals Committee Meeting, (Dominique) Other Meetings:

September 16: FCSS Smoky Lake Town

Respectfully submitted, Dominique Cere

dcere@smokylakecounty.ab.ca 780-656-0494

10.4 Division 4 - Lorne Halisky (Handout)

September 9, 2025 – Smoky Lake County Rural Crime Watch Association Event –1st Annual Law & Wild BBQ in Town of Smoky Lake (in-person)

- Attended this event in support of the Rural Crime Watch Association.
- The event was well attended by the public.
- On location was RCMP Motorcycles & Race Car, Victim Services Table, COP Table, Rural Crime Watch Table, and Fish & Wildlife wild animal display.
- RCMP, Sherriffs and Fish & Wlidlfe Officers were there to answer questions etc.
- This event was to educate the community regarding the roles of these aganecies in crime prevention.

September 10, 2025 – 25th Annual Alberta CARE Conference in Westlock (Danny & Lorne in-person)

- Went on a Tour of the Westlock Regional Landfill including the Pilot Project with ARMA & Liberty Tire, Equipment Overview, Composting with the City of Edmonton/Strathcona County/Westlock Region, and Plastics Recycling.

- Learned some great ideas on Landfill User Management, Waste Volume Data etc.
- Also toured a Vertical Swiss Lettuce Farm demonstrating what they can grow in a small area, production volumes, and little/recycled water use etc.
- Attended the Banquet networking etc. with other Municipalities, Waste Reduce/Reuse/Recycling Organizations.

September 12, 2025 – RMA Rural Municipalities of Alberta District 5 Meeting in Lac La Biche (in-person)

- Attended this meeting and will differ to the Deputy Reeves report for meeting details.

September 14, 2025 – BBOT Bellis Board of Trade 70th Anniversary Celebration (Danny & Lorne in-person)

- Attended this momentous celebration of 70 years of BBOT volunteers who committed/commit countless hours of work, commitment, desire and dedication etc. with continuing to keep Bellis on the map.

*Please contact myself if you would like to discuss any of these items in further detail.

Thank you,

Lorne

Division 5 - Reeve, J Serben (Handout)

August 25th Smoky Lake Agricultural Society Meeting (Jered)

- Smoky Lake Ag Society received \$ 100,000 grant from the province.
- The facility's Hvac system has been upgraded.
- Discussions about R.V. Park bathrooms improvements and potential sewer upgrades.
- The ice was put in the first week of September, and clubs have begun to use it.
- A donation request letter was sent to Smoky Lake County for the use of a skid steer for the annual Pumpkin Fair Weigh inn's.
- Discussion of potential bingo dates for the 2025-2026 year.
- Smoky Lake Daycare has mentioned interest of renting space for out-of-school programs and activities. No agreement has been put in place.
- A new sign will be installed titled "Nutrien AG Centre" as per the naming rights bids.
- Discussion regarding rental space agreements with the Pumpkin Growers' Association.
- Discussions about upgrading the hot water tanks.

August 26th Intermunicipal Development Plan Committee with the Village of Waskatenau (Jered and Dominique)

- The IDP Committee appointed Jered Serben as the Chairman and Roy Krahulec.

- the Village of Waskatenau and Smoky Lake County move forward with their Intermunicipal Development Plan Bylaws, including the proposed amendments, and schedule a joint public hearing once dates are agreed upon.

August 27th Special Council Meeting (All Council)

- Smoky Lake County Council accepted the written and verbal report from SAGE Analytics Inc., presented on Wednesday, August 28, 2025.
- Smoky Lake County Council directed SAGE Analytics Inc. to provide a summary of findings to distribute to Smoky Lake County employees.

August 28th Regular Council Meeting (All Council)

- Smoky Lake County wrote off \$86,360.94 interest due from the MCC for Smoky Lake Development Corp and cancel the General Security Agreement and Promissory Note signed between the MCC For Smoky Lake Development Corp (the Borrower) and Smoky Lake County (The Lender) as signed.
- Smoky Lake County give first reading to Bylaw No 1483-25 to repeal Bylaw 1413-22: A bylaw authorizing the lending of money to a Municipal Controlled Non-Profit Organization.
- Smoky Lake County provide a letter to the Smoky Lake Public Library in support of their Community Facility Enhancement Grant application to upgrade the library door with an automatic door opener and to budget a capital contribution of \$7,500 towards this project in 2026.
- Smoky Lake County approved allocating the remaining \$687 from the 2025 FCSS Grant to the Warspite Community Hall Association for a Community Engagement/Volunteer night, per Policy 08-17-01.
- That Smoky Lake County write off \$1,421.88 interest on Account SMOK001 Smoky Lake Agricultural Society.
- Smoky Lake County Council donate \$1,000 to the Smoky Lake Golf and Country Club for the Junior Golf Program.
- Smoky Lake County Council donated \$1,500 as a platinum sponsor to the Smoky Lake Pumpkin Growers Association for the 35th annual Pumpkin Weigh-off and Fair on October 3–5, 2025.
- Smoky Lake County Council donated \$500 for food at the 1st annual Law and Wild BBQ on September 9, 2025, and requests the Peace Officer to attend and promote the event on social media.
- Smoky Lake County Council appointed Warren Young as a Community Peace Officer for Smoky Lake County.
- Smoky Lake County Council gave First Reading to Bylaw No. 1486-25 to close portions of the Government Road Allowance west of W ½ 7-61-18-W4M and consolidate them with the adjacent lands.
- Smoky Lake County Council amended Policy No. 03-16: Road Closure Policy with the amendments recommended from Council.
- Smoky Lake County Council gives First Reading to Bylaw No. 1482-25 and schedules a Public Hearing for Thursday, September 11, 2025, at 9:15 a.m.
- Smoky Lake County gave Third and Final Reading to Bylaw No. 1488-25 to establish an Inter-Municipal Regional Agreement for Regional Fire Rescue Services.
- Smoky Lake County appointed Reeve Jered Serben and Deputy Reeve Dominique Céré as representatives, and Councillor Lorne Halisky as alternate, to the Advisory Committee for Fire Rescue Services Bylaw No. 1488-25.
- That Smoky Lake County enter in negotiations for a contracted interim Agricultural Fieldman position.
- That Smoky Lake County Council accept the verbal discussion/presentation dated August 28, 2025, from the Honourable MLA Glenn van Dijken which included but not limited to:
 - o Repairs to bridge infrastructure.
 - o Allocation of funding and resources for police services.
 - o Rural healthcare concerns related to the growing population within the County and the long-term sustainability of our hospital.
 - o Issues raised by the Council regarding the need for upgrades to boat launches at lakes within the County, to prevent shoreline degradation as well emergency access on the North Saskatchewan River.
 - o Concerns regarding the exclusion of Smoky Lake County from the 2025 Federal Livestock Tax Referral provision.

- **That Smoky Lake County Council accept the verbal discussion/presentation dated August 28, 2025 from Sargent Anita Doktor, member of the RCMP which included but not limited to:**
 - o Staffing updates
 - o Smoky Lake County Rural Crime Watch Association Wild Bar BQ event on September 9, 2025
 - o RCMP training budgets

September 4th, Regular Budget Meeting (All Council)

- Smoky Lake County Council appoints Tori Ponich as Agricultural Fieldman and Weed Inspector on a temporary basis from September 8 to December 19, 2025.
- Smoky Lake County Council rescinds Motion 639-25, lifting the suspension on hiring and termination of staff following the completion of the review.
- Smoky Lake County Council accepts the resignation of the Chief Administrative Officer, Kevin Lucas on September 4th, 2025 effective immediately.
- That Smoky Lake County Council appoint Brenda Adamson, as the Acting Chief Administrative Officer effective September 4, 2025, with all the powers, duties, and responsibilities of the Chief Administrative Officer until November 30th, 2025.
- Smoky Lake County contracted the consulting firm Sage Analytics to conduct an HR research project, at a cost not exceeding \$1,500 plus GST, and that the findings be brought back to the next Regular Council Meeting on September 11, 2025.

September 11th, Regular County Council Meeting (All Council)

- That Smoky Lake County execute the Strategic Transportation Infrastructure Program Memorandum of Agreement with Alberta Transportation and Economic Corridors, in the amount of \$311,250 for the purpose of Bridge Rehabilitation of BF01772, located on Township Road 153 NW 22-58-15 W4M; and confirm approval of the 2025 unbudgeted engineering costs to be funded from the General Capital Reserve.
- That Smoky Lake County Council execute the Strategic Transportation Infrastructure Program Memorandum of Agreement with Alberta Transportation and Economic Corridors, in the amount of \$501,600 for the purpose of Bridge Replacement of BF 06788, located on south of the intersection of Township Road 585A and Range Road 151 SW 36,58,15, W4M; and approve the 2025 unbudgeted engineering costs to be funded from the General Capital Reserves.
- That Smoky Lake County Council approve the provision of a forklift, along with a qualified operator, to assist the Smoky Lake Agricultural Society during the Smoky Lake Pumpkin Fair for the purposes of unloading and loading ice cover sheets at the Smoky Lake Complex.
- Smoky Lake County hosted a public hearing regarding Bylaw No. 1272-14 to redistrict portions of the lands legally described as NW-22-59-14-W4M.
- Smoky Lake County continues with RMA coverage for unattached fire apparatus equipment at current replacement cost, listed separately in the Heavy Equipment policy with a \$5,000 deductible.
- Smoky Lake County Council approved the Working from Home Policy (15-10, Version 01) with an added procedure for proper documentation of work-from-home requests.
- Smoky Lake County hosted another public hearing on this day in regard to Bylaw: No. 1486-25: A Bylaw to close all those portions of the Government Road Allowance lying west of W ½ 7-61-18-W4M & to consolidate said closed portions with said lands
- Smoky Lake County Council approved the Cell Phone Use Policy (15-08, Version 01)
- Smoky Lake County Council approve the Employee Performance Appraisal Policy (15-03, Version 03)

- Smoky Lake County Council tabled the 'New Hire and Initial Employment Conditions Policy 15-09-01' for a future meeting and directs administration to review it with a Human Resource Contractor.
- Smoky Lake County Approved Policy Statement No. 08-25-01 Financial Reserve Policy
- Smoky Lake County gave Third and Final Reading to Bylaw No. 1478-25, authorizing a joint agreement to establish the Ukrainian Twinning Committee for collaborative projects between Smoky Lake Region and Kosiv District, Ukraine.
- Smoky Lake County Council gave Third Reading to Bylaw No. 1482-25 to redistrict parts of the NW-22-59-14-W4M lands.
- Smoky Lake County Gave first reading to Bylaw 1484-25: A Bylaw to amend Intermunicipal Development Plan Smoky Lake County Bylaw No. 1424-22 & Village of Waskatenau Bylaw No. 697-22 and a Joint Public hearing will be held in the month of October, 2026
- Smoky Lake County Council defers the revised Organizational Structure Policy, keeps the current structure, and sends the proposed policy to a Human Resources firm for review before returning it to a future Committee of the Whole meeting.
- Smoky Lake County Council appointed Chyenne Shaw as Director and Jasmine Schaub as Deputy Director of Emergency Management, recognizing Chyenne Shaw's expertise in emergency management.
- That Smoky Lake County accepted the presentation of the Priority Bridge List for 2025 from Chris Schmelzle and Alyssa Fortin-Paossi, Associated Engineers, as information.

September 18, Special Council meeting (All Council)

- Smoky Lake County Council enters a 6-month contract with Lakeland Human Resources from September 18, 2025, to March 18, 2026, to support HR operations and recruitment.
- Smoky Lake County Council approves two polling stations per division for the October 20, 2025 Municipal Elections, with voting boundaries set by the Local Authority Elections Act Section 36(1).
- Smoky Lake County Council amends the advanced polling station hours to Saturday, October 18th, from 10:00 am to 5:00 pm at the County Administration Office in Council Chambers.
- Smoky Lake County Council proposes October 14th or October 28th, both at 9:00 a.m., as dates for the Joint Public Hearing with the Village of Waskatenau on Bylaw 1484-25 amending the Intermunicipal Development Plan.
- Smoky Lake County Council will advertise a Limited Invitation to Tender for a five-year lease of municipally-owned properties (SW-1-61-18-W4M, SW-2-61-18-W4M, NW-2-61-18-W4M, NE-3-61-18-W4M, SW-11-61-18-W4M, SE-10-61-18-W4M) on the County's website, social media, and the Redwater Review, closing October 3, 2025, at 4:00 PM MT.
- That Smoky Lake County Council Direct Administration to replace the fence which was removed by the County and remove the debris placed on SML 120101 and SML 140092.

10.5 Division 5 - Reeve, J Serben (Handout)

Resolution No: 825-25

Moved by Dan Gawalko

That Smoky Lake County Council acknowledge receipt of the Division 1-5 Councillors Report Dated, August 23rd to September 18th 2025 and that the Reeve Report received for the period August 23rd to September 18th 2025 be posted to the County's website and the Councillors reports on various committees, boards and commissions, be accepted with the following amendments to the Reeve's report:

- Typo: Backslashes throughout the document
- Typo: Spelling error: Milted corrections to limited

CARRIED

11 Correspondence

11.1 Letter received from the Food Bank dated September 5th, 2025
Resolution No: 826-25
Moved by Jered Serben

That Smoky Lake County Council accept the letter dated September 5th, 2025 from the President of the Smoky Lake Food Bank, and direct Administration to prepare a response advising that the County will not be entering into a contract at this time; further, that the space will continue to be available for use, with the understanding that services be provided in a manner respectful of County staff, and that a Food Bank representative accompany patrons to and from the entrance of the County building to help minimize gathering in common areas.

CARRIED

11.2 Alberta Association of Agricultural Societies
Resolution No: 827-25
Moved by: Dominique Céré

That Smoky Lake County Council accept the Press Release from Alberta Association of Agricultural Society with regards to the return of the Northern Alberta Farm Awards as information and forward the press release to the Agricultural Fieldperson.

CARRIED

12 Information Release

13 Financial Reports

13.1 Budget to Actual
Resolution No: 828-25
Moved by: Linda Fenerty

Smoky Lake County Council accept the Budget to Actual Report dated September 15th, 2025 as presented.

CARRIED

14 Confirmation of Next Meetings
Resolution No: 829-25
Moved by: Dan Gawalko

Smoky Lake County Council confirm the Next County Council Meetings:

- Thursday, October 9th and, 2025. at 9:00 a.m. (Regular)
- Thursday October 23rd (Council workshop)
- Monday, October 27th (Council Orientation/Training)
- Thursday, October 30th (Organizational/Regular)

CARRIED

15 Letter from the Village of Waskatenau, dated August 28, 2025**Resolution No:** 830-25

Moved by: Lorne Halisky

That Smoky Lake County Council acknowledge receipt of the letter received from Jane Dauphinee, Senior Planner at Municipal Planning Services, dated August 28th, 2025.

CARRIED**16 In Camera (Executive Session)****Resolution No:** 831-25

Moved by: Dan Gawalko

That Smoky Lake County Council go into Executive Session, under the authority of the AITA, Section 20 and Section 26: Disclosure harmful to personal privacy, disclosure harmful to intergovernmental relation, in the physical presence of all Council and Interim CAO, Executive Services, and Recording Secretary time 2:53 p.m.

CARRIED

Executive Services and Recording Secretary exited Council Chamber time: 3:02 p.m.
Executive Services and Recording Secretary returned to Council Chamber time: 3:57 p.m.

16.1 Out of Camera (Executive Session)**Resolution No:** 832-25

Moved by: Dominique Céré

That Smoky Lake County Council go out of Executive Session, time 4:20 p.m.

CARRIED**16.1.1 Recruitment of a Chief Administrative Officer****Resolution No:** 833-25

Moved by Dan Gawalko

That Smoky Lake County Council authorizes Administration to enter into a contract with Lakeland HR for the purpose of recruitment of a Chief Administrative Officer.

CARRIED**16.1.2 Organization Chart Review and CAO Recruitment from Human Resource Report as per Policy 03-28****Resolution No:** 834-25

Moved by Jered Serben

That Smoky Lake County Council direct Administration to collaborate with Lakeland HR to develop an Organizational Chart incorporating Council's recommendations, and present it for Council's consideration at the October 9, 2025, Regular Council Meeting.

CARRIED

16.2 Waskatenau Annexation
Resolution No: 835-25
Moved by Lorne Halisky

That Smoky Lake County Council direct Administration to respond to the Waskatenau annexation letter, and further direct Administration to bring back research and information regarding the possible implications of the proposed Waskatenau annexation to the Budget Meeting scheduled for October 2, 2025.

CARRIED

16.3 September 29th Joint Municipalities Meeting Confirmation
Resolution No: 836-25
Moved By: Linda Fenerty

That Smoky Lake County Council reschedule the Joint Municipalities Meeting, originally scheduled for September 29, 2025, at 5:00 p.m., to a future date due to upcoming elections and municipal priorities.

CARRIED

16.4 Extension of the Regular Council meeting as per Bylaw 1303-17
Resolution No: 837-25
Moved by: Jered Serben

That Smoky Lake County Council approve the extension of the Regular Council meeting on Thursday, September 11th, 2025 to exceed past 4:00 p.m.

CARRIED

17 Adjournment
Resolution No: 838-25
Moved by: Dan Gawalko

That the Smoky Lake County Council Meeting of Thursday, September 25th, 2025, be adjourned, time 4:22 p.m.

CARRIED

REEVE,
Jered Serben

S E A L

INTERIM CHIEF ADMINISTRATIVE OFFICER,
Brenda Adamson

 Delegation Request Form		APPLICATION										
Thank-you for your interest in becoming a Delegation before County Council. Please complete this application form. Please refer to Policy Statement No: 01-49 for Delegation Protocol and Procedures. NOTE: By filling out this application form, you are consenting to disclosure of any personal information made evident through your speech or presentation materials and grant permission to the County to publish these materials and agrees to abide by the terms of this Policy.		Personal information on this Application is being collected under the authority of the Freedom of Information & Protection of Privacy Act (FOIP). Smoky Lake County considers the author's address relevant to Council's consideration of this matter and will disclose this personal information if it is provided to us. However, the author's phone number and email address are <u>not</u> required and should be omitted if the author does not wish this personal information disclosed.										
APPLICANT NAME AND CONTACT INFORMATION:												
Last Name: <u>Croswell</u>		First Name: <u>Cam</u>										
Phone Number: [REDACTED]		E-mail Address:										
Mailing Address: [REDACTED]												
Box	<u>Thuhila</u> Town	Alberta <u>T0A3S0</u> Postal Code										
Group / Organization / Business / Individual:												
☐ Representing a Group / Organization / Business : _____ ☐ Attending as a Individual												
NAME OF PRESENTERS / ORGANIZATION:												
<table border="1"> <thead> <tr> <th>Name</th> <th>Position Title</th> </tr> </thead> <tbody> <tr> <td>1. <u>Cam Croswell</u></td> <td><u>manager</u></td> </tr> <tr> <td>2. <u>Dale Croswell</u></td> <td><u>"</u></td> </tr> <tr> <td>3. <u>Dug Croswell</u></td> <td><u>"</u></td> </tr> <tr> <td>4. <u>Melissa Oak</u></td> <td><u>"</u></td> </tr> </tbody> </table>		Name	Position Title	1. <u>Cam Croswell</u>	<u>manager</u>	2. <u>Dale Croswell</u>	<u>"</u>	3. <u>Dug Croswell</u>	<u>"</u>	4. <u>Melissa Oak</u>	<u>"</u>	Supporting documentation (optional) ☐ Handouts at the meeting (please provide copies to the Municipal Clerk or bring 12 copies to the meeting) ☐ Audio / visual presentation (must be received in pdf or jpg format accompanying the Application Form).
Name	Position Title											
1. <u>Cam Croswell</u>	<u>manager</u>											
2. <u>Dale Croswell</u>	<u>"</u>											
3. <u>Dug Croswell</u>	<u>"</u>											
4. <u>Melissa Oak</u>	<u>"</u>											
TOPIC AND PURPOSE OF PRESENTATION:												
Clearly outline the topic of your presentation: ☐ Yes ☐ No Executive Session												
<u>winter haul route. 604</u>												
List desired outcome of presentation/recommend to Council:												
Note: That all correspondence submitted to Smoky Lake County will form part of the public record and will be published when this matter is before Council. Please Note for clarity: You do not need to complete this form to ask questions of Council at the "Public Question and Answer Period" scheduled between 11:30 a.m. and noon at each regular Council Meeting. All meetings are open to the Public.												
Comments:												
APPLICANT NAME: (PLEASE PRINT)	SIGNATURE	DATE										
OFFICE USE Only:												
Applicant Received: _____		By: _____										
Confirmed by: _____		Council Meeting Date: _____										



Request for Decision (RFD)

Meeting Date: Thursday, October 9, 2025

Agenda Item: # 8.1

Topic: Proposed Conditions – Village of Waskatenau Proposed Annexation

Presented By: Jordan Ruegg, Planning and Development Manager

Recommendation:

That Smoky Lake County Council instruct administration to respond to the Village of Waskatenau's letter dated August 28, 2025, with the following counter proposal:

- 1. That Smoky Lake County reject the Village's counterproposal and reiterate its proposed schedule and amounts for property tax compensation as per its June 26, 2025 letter.**
- 2. That Smoky Lake County provide the full cost breakdown for costs incurred for the remediation of the former nuisance grounds to the Village as requested, including copies of all invoices paid and disbursements received.**
- 3. That Smoky Lake County receive written confirmation, to the satisfaction of Smoky Lake County, that any costs associated with the future removal, alteration or relocation of the existing natural gas infrastructure located on the lands legally described as SW 16-59-19-W4M, be incurred by the Village of Waskatenau and/or the developer of said lands.**

Background:

Smoky Lake County administration received a letter dated August 28, 2025, from Jane Dauphinee, Principal & Senior Planner with Municipal Planning Services, acting on behalf of the Village of Waskatenau (**Enclosure #1**). The contents of said letter are a response to the letter that Smoky Lake County sent to the Village of Waskatenau, dated June 26, 2025, in which the County, as requested by the Village in its letter dated June 11, 2025, provided its proposed conditions of annexation.

In its August 28th letter, the Villages has offered the following counter proposal/request for information:

- The Village proposes the following compensation to the County for loss of tax revenue:
 - a. Year of annexation = 100%
 - b. Year 2 = 50%
 - c. Year 3 = 30%
 - d. Year 4 and beyond = 0%.

In contrast, the County proposed:

- a. Year of annexation = 100%
 - b. Year 2 = 80%
 - c. Year 3 = 60%
 - d. Year 4 = 40%
 - e. Year 5 = 20%
 - f. Year 6 = 0%
- Village has requested a copy of the total cost breakdown for the reclamation of the former nuisance ground. Administration has prepared this breakdown (**Enclosure #2**).

3. The Village proposed to add additional lands to its annexation request, namely, the lands legally described as NW 16-59-19-W4M & the portion of the lands legally described as SW 16-59-19-W4M that is located north of Highway 28 (the remainder of these lands was included in the original annexation proposal received from the Village). The SW 16-59-19-W4M contains a significant amount of natural gas infrastructure owned and operated by the County. Additional information is provided by the County's Natural Gas Manager for reference (**Enclosure #3**).
4. The Village agrees to be responsible for all costs incurred by the Village for costs related to the public engagement program and for a maximum of \$500.00 for costs incurred by the County related to attending or reviewing the public engagement program.
5. The Village agrees to assume payment of electricity charges related to the three (3) streetlights located on Range Road 193A as requested by the County.

Benefits: Ensures that the County is adequately compensated for the loss of tax revenue and for the costs incurred for the remediation of the former nuisance grounds which are subject to the proposed annexation.

Disadvantages: Annexation will lead to potential loss of tax revenue and natural gas revenue should the annexed land be developed in the future. Loss of prime commercial/industrial lands may have negative affect on the County's future tax base.

Alternatives: Agree to the Village's counterproposal, either in-part or fully.

Financial Implications: Loss of tax revenue; loss of revenue from sale of natural gas; potential costs relating to mediation/arbitration/court proceedings if annexation is contested.

Legislation: *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended (Division 6 – Sections 112.1-128.1)

Intergovernmental: Intermunicipal Development Plan No. 1424-22

Strategic Alignment: Nil.

Enclosure(s):

Enclosure #1 – Letter from Municipal Planning Services, dated August 28, 2025

Enclosure #2 – Summary of expenses related to remediation of former nuisance grounds

Enclosure #3 – Information regarding County-owned natural gas assets located on the lands legally described as SW 16-59-19-W4M

Approved by the Interim CAO: _____



Date: _____

Enclosure #1 – Letter from Municipal Planning Services, dated August 28, 2025

August 28, 2025

Kevin Lucas

CAO, Smoky Lake County

Sent Via Email: klucas@smokylakecounty.ab.ca

CC: waskvillage@mcsnet.ca



RE: VILLAGE OF WASKATENAU RESPONSE TO PROPOSED SMOKY LAKE COUNTY ANNEXATION CONDITIONS

Thank you for the letter provided to the Village (dated June 26, 2025) that identifies Smoky Lake County's proposed conditions and negotiated items related to the Village's proposed annexation application. The Village has directed Municipal Planning Services (MPS) to prepare their response to the County's conditions/negotiated items, so that the municipalities may seek to establish consensus regarding this proposed annexation. The items in the chart below relate to the proposals in the County's letter to the Village.

COUNTY PROPOSAL (LETTER DATED JUNE 26, 2025)	VILLAGE RESPONSE
That the Village pay compensation to the County for lost tax revenue from parcels of land that are located within the proposed annexation area, based on the following formula: a. Year of annexation = 100% b. Year 2 = 80% c. Year 3 = 60% d. Year 4 = 40% e. Year 5 = 20% f. Year 6 = 0%	The Village proposes the following compensation should the annexation be approved by the province: a. Year of annexation = 100% b. Year 2 = 50% c. Year 3 = 30% d. Year 4 and beyond = 0% As part of the annexation application process, the Village undertook a preliminary review of taxation rates for lands within the proposed annexation area. The Village estimated that the County collected approximately \$55,000 for the privately-owned properties in 2023. In 2023, the County forecasted a property tax revenue of \$10,275,287 in the County's 2023-2027 Financial Plan. The proposed annexation area represents approximately 0.5% of the County's total tax base.
Compensation for costs incurred by the County in relation to the reclamation of the former Waskatenau Nuisance Grounds (legally described as Plan 5225CL; OT), and comprising part of the proposed annexation area, totaling \$182,500.00. The County is amenable to recuperating these costs over a period of 10 years with equal payments made each year.	The Village requests that the County provide the Village with a copy of the total cost breakdown of the former nuisance ground's reclamation, and the total amount of grant funding received by the County related to the reclamation. This information will help inform the Village in their response to this proposed condition.
The Village assume responsibility for payment of electricity charges and any other costs associated with the three (3) streetlights located on Range Road 193A, between Highway 28 and the Village's existing boundary (Site ID Numbers: 0010465047210, 0010467850617, and 0010467861915).	The Village of Waskatenau will be responsible for payment of electricity charges for the three (3) streetlights located on Range Road 193A, identified as Site ID Numbers: 001465047210, 0010467850617, and 0010467861915.
The Village assume all responsibility, including any and all costs incurred, for consultation with affected landowners, ratepayers and affected authorities. Consultation shall include, but not be limited to, the following: a. Annexation website; b. Letters to affected landowners and authorities explaining the annexation process and c. providing the Village's contact information; d. Advertising notices as required; e. Telephone and email correspondence as required; and f. Open houses for affected landowners and authorities.	As the initiating municipality, the Village will be responsible for all Village costs related to the proposed public engagement program. The Village will contribute to any County costs related to attending or reviewing the public engagement program, to a maximum of \$500.00.

www.municipal.ca | 403.271.1092 | 109 Ave NW Edmonton AB T5S 1E5 | 780.86.0011

As part of Village Council's review of the County's June 26, 2025 letter, Council considered all options related to the future development and sustainability of the Village. As part of this deliberation, the Village considered the future use of lands within (and adjacent to) the proposed annexation area. At Village Council's July 17, 2025 meeting, Council passed a motion to expand the proposed annexation area to include NW 16-59-19-W4 and the portion of SW 16-59-19-W4 that is north of Highway 28.

The Village has discussed the proposed annexation with the owner of NW 16-59-19-W4 and has obtained a signed letter of consent to include this property in the proposed annexation. The portion of SW 16-59-19-W4 that is north of Highway 28 is identified as being owned by Alberta Transportation and Economic Corridors, who will be re-notified of the proposed annexation as part of the Village's public and agency engagement program. An updated Notice of Intent has been submitted to the Land and Property Rights Tribunal by the Village indicating the updated proposed annexation area (see attached, which also includes a copy of the aforementioned signed letter of consent).

The Village looks forward to the opportunity to discuss their response to the County's proposed conditions/negotiated items so that any questions the County has can be answered. **The Village respectfully requests that County provide a response to this letter (or schedule a meeting with the Village) by September 19, 2025.** The Village appreciates the County's cooperative efforts in this endeavor.

Yours truly,



Jane Dauphinee RPP | MCIP
Principal + Senior Planner
Municipal Planning Services

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VILLAGE OF WASKATENAU

Box 99, Waskatenau, Alberta T0A 3P0

Phone: (780) 358-2208

Fax: (780) 358-2208

Email: waskvillage@mcnet.ca

Website: www.waskatenau.ca

August 27, 2025

Smoky Lake County
Box 310
Smoky Lake, Alberta
T0A 3C0
Attention: Kevin Lucas

Re: Updated Notice of Intent to Annex Lands in Smoky Lake County

On July 18, 2024, the Council of the Village of Waskatenau directed Administration to proceed with a formal notice of intent to annex lands in Smoky Lake County adjacent to the Village. In Summer 2025, Village Council (following negotiations with Smoky Lake County) decided to revise the proposed annexation area to include additional lands.

This updated notice of intent is intended to fulfill the requirements of Section 116 of the Municipal Government Act (the Act) which requires the initiating municipality to provide initial notice to:

- the municipality from which the land is to be annexed;
- the Minister of Municipal Affairs;
- the Land and Property Rights Tribunal; and
- all local authorities having jurisdiction to operate or provide services in the initiating municipal authority or in any of the municipal authorities from which the land is to be annexed.

Initial Proposed Annexation Area

The lands proposed to be annexed as per the Village's initial Notice of Intent included:

Privately Owned Land	Road Rights-of-Way
OT 5225CL	Part of Range Road 193B/52 Street
Lot 21, Block16, Plan 8122847	Part of Range Road 193A/50Street)
Lot 20, Block16, Plan 8122847	
Lot 1, Block1, Plan 0923870	Crown Land
Lot 2, Block1, 1923509	Waskatenau Creek
Lot 1, Block17, Plan 8022152	
Parts and Remainder of SW-16-59-19-W4 (four parcels in total)	
Lot17, Plan 6353ET	

Updated Proposed Annexation Area

The lands proposed to be annexed by the Village include those identified in the initial Notice of Intent, as well as the following additional lands:

Privately Owned Land	Provincially Owned Land
NW 16-59-19-W4	SW 16-59-19-W4 (north of Highway 28)

In Summer 2025, the Village discussed the Village's proposed annexation application with the owners of NW 16-59-19-W4; at the request of these landowners, the Village is proposing to revise the proposed annexation area to include this property (as well as a small parcel of land owned by Alberta Transportation and Economic Corridors within the Highway 28 and 831 intersection, located between the initial annexation area and NW 16-59-19-W4).

As part of the discussions with the owners of NW 16-59-19-W4, the Village has obtained a signed letter of consent from the landowners of NW 16-59-19-W4 endorsing the proposed annexation of their lands into the Village of Waskatenau.

"Country living at its Best"

Purpose

The purpose for this proposed annexation is to facilitate future commercial and residential growth and development that benefits the Village's long term sustainability as a municipality. The Village currently does not have any jurisdictional control over lands adjacent to the Highway 28 corridor near the entrance to the Village, which is a major economic corridor in the Smoky Lake County Region.

The Village is of the opinion that extending the Village's boundaries north and west to access the Highway 28 corridor is a logical extension of the Village boundaries and would enable the Village to capitalize on future growth and development along this important economic corridor, and to control future development patterns, servicing, and transportation connections adjacent to the Village's built footprint.

The Smoky Lake County & Village of Waskatenau IDP was adopted by both municipalities in 2022. The majority of the updated proposed annexation area is within the 'Future Annexation Area Overlay' on Map 5.1 – Future Land Use Areas; the proposed additional lands are within the Serviced and Unserviced Commercial and Industrial area. The proposed annexation is consistent with the plan's goals, which aim to achieve the following benefits for both municipalities:

- Increase overall community and economic development capacity building essential to both short term and longer term community viability, sustainability, and quality of life.
- Increased business/investment attraction "presence" throughout the Smoky Lake Region.
- Improved regional fiscal and financial sustainability.

Engagement Strategy

As outlined in the Act, the Village recognizes that engagement must include:

- Residents of the Village of Waskatenau;
- Landowners within the proposed annexation area;
- Smoky Lake County; and
- Local authorities, agencies, and service providers operating in the Village and the proposed annexation area.

Following the distribution of the initial notice, the Village worked with Smoky Lake County to identify the current landowners in the proposed annexation area (and adjacent landowners) and provide them with a letter notifying them of the proposed annexation, identifying opportunities for future engagement and feedback, and to keep them apprised of the proposed annexation's progress.

As part of the proposed annexation engagement plan, the Village is committed to:

- Mail notifying current landowners of the proposed annexation (completed as part of the initial annexation notification);
- Hosting a meeting with current landowners to discuss the annexation process and gather their feedback;
- Hosting a public meeting (that may be attended by Village residents, current landowners in the proposed annexation area, adjacent landowners in the County, and local authorities, agencies, and service providers); and
- Publishing regular annexation information on the Village's website and in the Village's newsletter.

The Village will document all public engagement materials and collect all feedback received for inclusion in the annexation report that will be submitted to the Land and Property Rights Tribunal.

Concluding Comments

The Village of Waskatenau looks forward to continuing its respectful discussions with Smoky Lake County on the future sustainability of both municipalities' economies and hopes to progress towards an uncontested annexation. The Village looks forward to the County's acknowledgement of this updated Notice of Intent at their earliest convenience.

Thank you



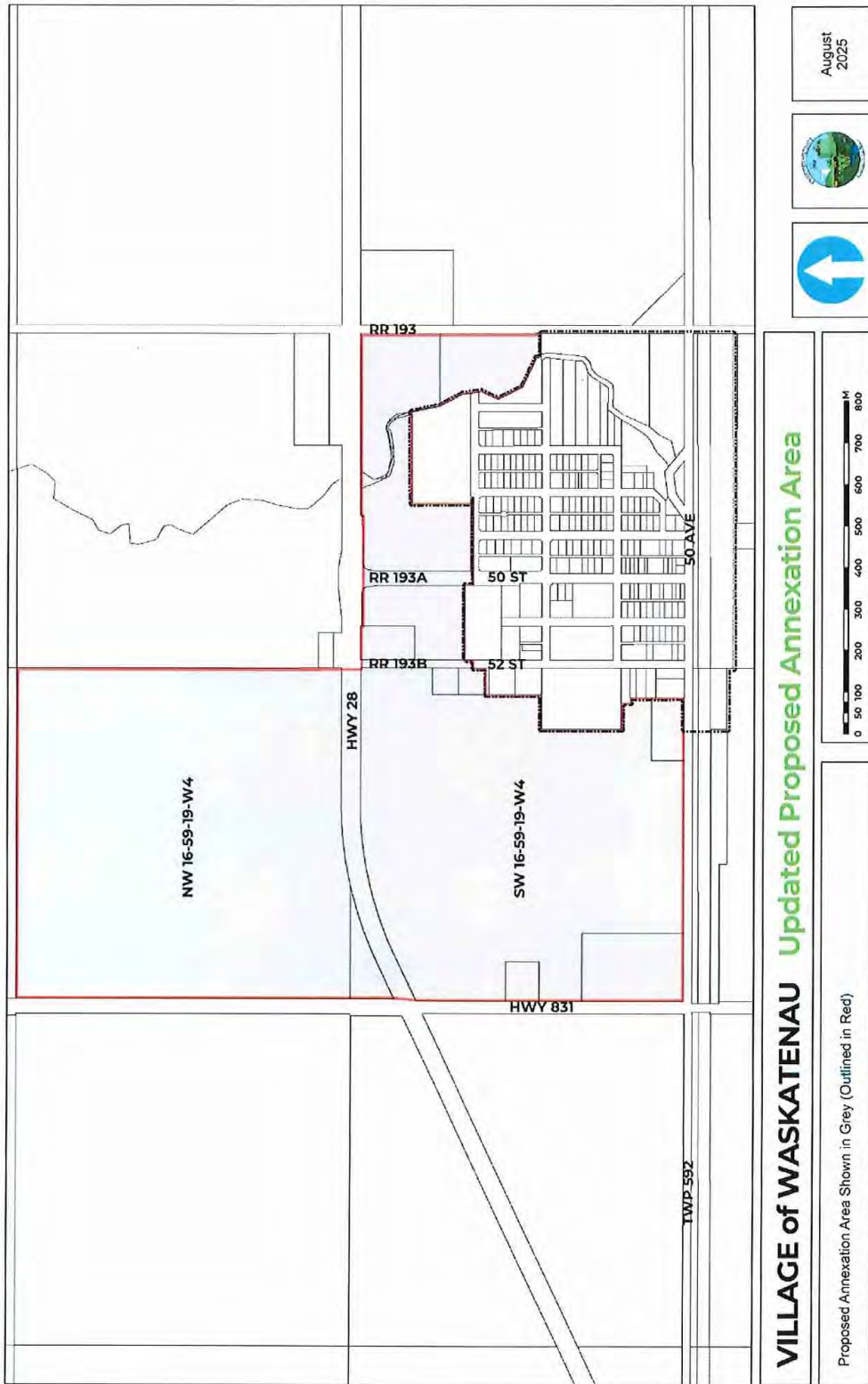
Bernice Macyk,
Chief Administrative Officer
Village of Waskatenau

Attachment: Schedule A– Updated Proposed Annexation Area

Cc:

Village of Waskatenau Council
Land and Property Rights Tribunal
Atco Electric
Just Energy
Apex Utilities
Smoky Lake County Natural Gas
Highway28/63 Regional Water Services
Commission
Canada Post
Alberta Transportation and Economic Corridors

Schedule A– Updated Proposed Annexation Area





VILLAGE OF WASKATENAU

Box 99, Waskatenau, Alberta T0A 3P0

Phone: (780) 358-2208

Fax: (780) 358-2208

Email: waskvillage@mcnet.ca

Website: www.waskatenau.ca

PROPOSED VILLAGE OF WASKATENAU ANNEXATION LANDOWNER CONSENT LETTER

I/We KAY-R land and Cattle Ltd. Kasey Phillips, President Arlan Phillips

Of: Waskatenau AB

Are registered owners of the lands legally described as: NW 16-59-19-W4 in Smoky Lake County, Alberta.

I/We understand that the Village of Waskatenau wishes to annex the above described lands currently located in Smoky Lake County.

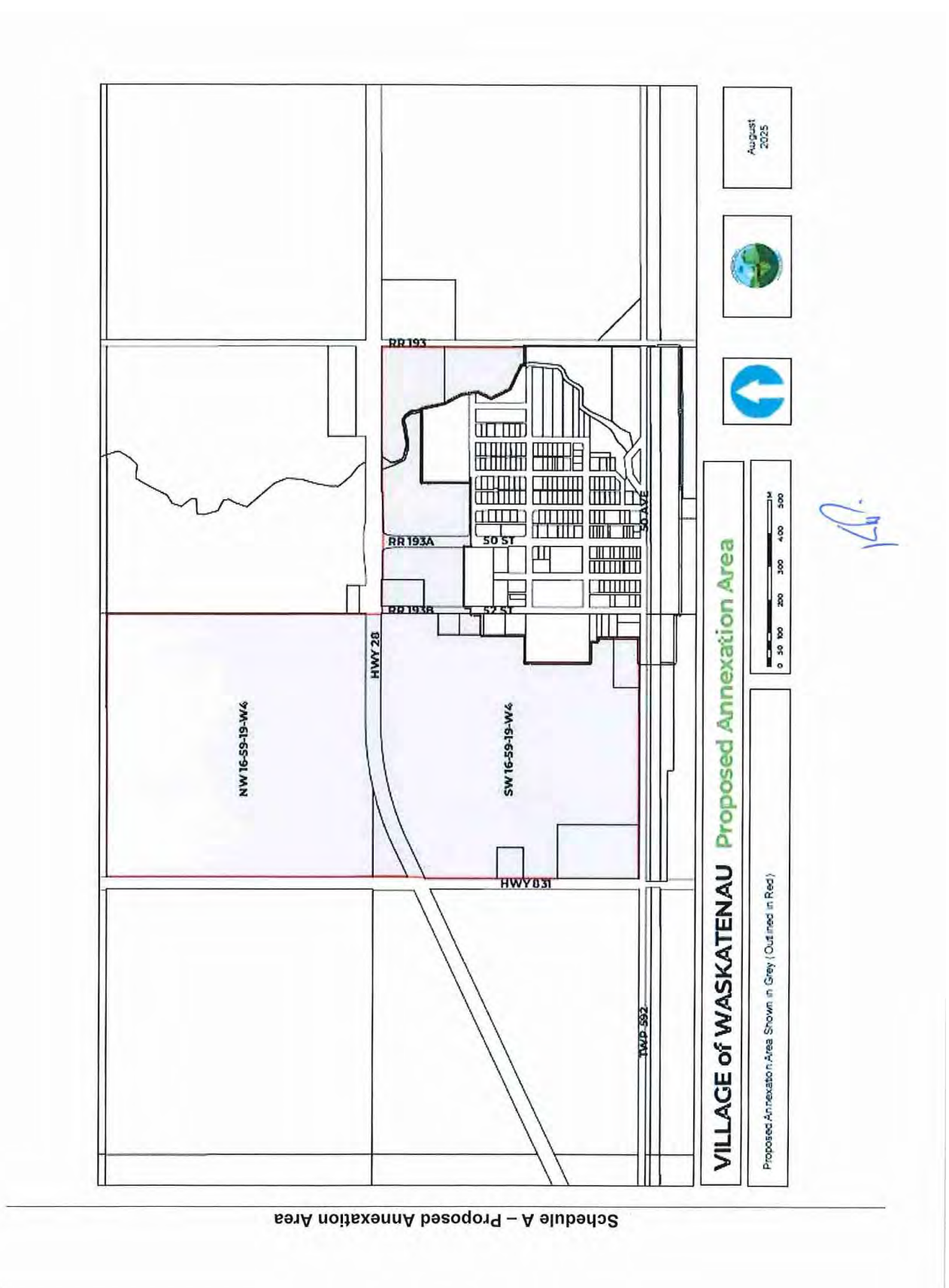
I/We hereby consent the Village of Waskatenau's proposed application to annex the above described lands.

I/We have read and carefully considered the content of this **Landowner Consent Letter**, understand and support the provisions of the proposed annexation, and are in support of the statements made herein.

Kasey Phillips President Arlan Phillips
Signature(s) of Registered Owner(s)

Aug 18 2025
Date of Signature(s)

"Country living at its Best"



Enclosure #2 – Summary of expenses related to remediation of former nuisance grounds

INVOICE DATE	INVOICE SUB TOTAL	GST	TOTAL INVOICE AMOUNT	VENDOR	DESCRIPTION OF WORK
December 4, 2015	\$ 1,006.56	\$ 50.33	\$ 1,056.89	Associated Engineering	PHASE I ESA
January 21, 2016	\$ 3,052.40	\$ 152.62	\$ 3,205.02	Associated Engineering	PHASE I ESA
April 22, 2016	\$ 2,763.40	\$ 138.17	\$ 2,901.57	Associated Engineering	PHASE I ESA
July 24, 2018	\$ 62,924.25	\$ 3,146.22	\$ 66,070.47	Action land & Environmental Services	PHASE II ESA
October 19, 2018	\$ 4,164.75	\$ 208.24	\$ 4,372.99	Action land & Environmental Services	PHASE II ESA
January 30, 2019	\$ 12,599.50	\$ 629.98	\$ 13,229.48	Action land & Environmental Services	PHASE II ESA
October 2, 2020	\$ 921.00	\$ 46.05	\$ 967.05	Pin Point Locating	Location and staking of underground utilities
October 16, 2020	\$ 55,246.80	\$ 2,762.35	\$ 58,009.15	Waste Management of Canada Corp	Waste disposal fees/landfill charges
November 17, 2020	\$ 30,100.00	\$ 1,505.00	\$ 31,605.00	CERA Contracting Ltd.	Excavation/hauling of contaminated materials
December 1, 2020	\$ 17,757.04	\$ 887.85	\$ 18,644.89	Action land & Environmental Services	On-site testing/monitoring; lab analysis of contaminated soil samples
March 30, 2021	\$ 10,335.00	\$ 516.75	\$ 10,851.75	CERA Contracting Ltd.	Excavation/hauling of contaminated materials
April 1, 2021	\$ 9,031.39	\$ 451.57	\$ 9,482.96	Waste Management of Canada Corp	Waste disposal fees/landfill charges
May 31, 2021	\$ 8,990.62	\$ 449.54	\$ 9,440.16	Action land & Environmental Services	On-site testing/monitoring; lab analysis of contaminated soil samples
July 15, 2021	\$ 39,000.60	\$ 1,950.03	\$ 40,950.63	CERA Contracting Ltd.	Excavation/hauling of contaminated materials
July 26, 2021	\$ 3,493.75	\$ 174.69	\$ 3,668.44	Action land & Environmental Services	On-site testing/monitoring; lab analysis of contaminated soil samples
TOTAL	\$ 261,387.06	\$ 8,743.83	\$ 274,456.45		ADMIN AND COUNCIL COSTS ARE ESTIMATED BASED ON: - RESEARCH OF BACKGROUND OF PROPERTY OWNERSHIP/STATUS - COUNCIL MEETINGS & PREP TIME FOR THESE MEETINGS (FEBRUARY 23, 2021; JANUARY 25, 2018; FEBRUARY 22, 2018; FEBRUARY 21, 2019; MAY 23, 2019; AUGUST 26, 2021; FEBRUARY 24, 2022; MARCH 24, 2022) - MEETINGS WITH GOA OFFICIALS/MINISTERS (NOVEMBER 16, 2016 AT RMA EDMONTON; OCTOBER 23, 2019 ALBERTA TRANSPORTATION IN EDMONTON; NOVEMBER 20, 2018 AT RMA EDMONTON) - PREPARATION OF GRANT APPLICATION TO GREEN MUNICIPAL FUND - PREPARATION OF SUBMISSION FOR GRANT REPORT TO SATISFY CONDITIONS OF GREEN MUNICIPAL FUND GRANT - PREPARATION AND REVIEW OF REQUESTS FOR PROPOSALS FOR PHASE I & PHASE II ESA AND REMEDIATION PLAN - PROJECT MANAGEMENT OF PHASE I & II ESA AND REMEDIATION PLAN AND REPORTING TO COUNCIL
ADMIN/COUNCIL TIME COST		\$	\$ 50,000.00		
TOTAL COST (BEFORE GRANTS)		\$	\$ 324,456.45		
GRANTS RECEIVED		\$	\$ 42,500.00	GREEN MUNICIPAL FUND	
		\$	\$ 87,438.00	GOVERNMENT OF ALBERTA	
TOTAL COST (AFTER GRANTS RECEIVED)		\$	\$ 194,518.45		

Information regarding County-owned natural gas assets located on the lands legally described as SW 16-59-19-W4M

Jordan Ruegg

From: Daniel Moric
Sent: October 2, 2025 2:20 PM
To: Jordan Ruegg
Cc: Chyenne Shaw
Subject: RE: Waskatenau

Hi Jordan

Regarding the Waskatenau annexation for the additional parcel of land (NW-16-59-19-W4):

- Smoky Lake County Natural Gas infrastructure and utility right-of-ways remain in place and full effect after the proposed annexation. If Smoky Lake County Natural Gas is required to relocate or alter any infrastructure located on the subject lands, all costs incurred will be the sole responsibility of the Village of Waskatenau or the developer. Smoky Lake County Natural Gas owns and operates 3,415 meters of various sizes of PE low pressure distribution pipelines within NW-16-59-19-W4.
- Since all lands within the annexation will be transferred from Smoky Lake County Natural Gas franchise to APEX Utilities (franchise natural gas supplier to the Village of Waskatenau), Smoky Lake County will NOT be entering into a natural gas supply agreement with APEX Utilities to supply natural gas outside of Smoky Lake County Natural Gas franchise boundary.
- Compensation to Smoky Lake County Natural Gas for the franchise boundary change will be at the discretion of Rural Utilities and the Province of Alberta.

Let me know if this works for yourself



Daniel Moric
Natural Gas Manager
p:780-656-3730 ext 125 or toll free 1-888-656-3730
c:780-656-5734
4612 - McDougall Drive, PO Box 310
Smoky Lake, Alberta, T0A 3C0

bⁿb<Cu ʔbⁿΔqΔⁿ (kaskapatau sakahigan / Smoky Lake) on Treaty 6 Territory

This communication is for use by the intended recipient and contains information that may be privileged, confidential or copyrighted under applicable law. If you are not the intended recipient, you are hereby formally notified that any use, copying or distribution of this e-mail, in whole or in part, is strictly prohibited. Please notify the sender by return e-mail and delete this e-mail from your system. *Studies show that trees live longer when they are not cut down. Please do not print this email unless you really need to.*

From: Jordan Ruegg <jruegg@smokylakecounty.ab.ca>
Sent: October 2, 2025 12:59 PM
To: Chyenne Shaw <cshaw@smokylakecounty.ab.ca>
Cc: Daniel Moric <dmoric@smokylakecounty.ab.ca>
Subject: RE: Waskatenau

I can work with Daniel on putting something together.





Request for Information (RFI)

Meeting Date: Thursday, October 9, 2025

Agenda Item: # 8.3

Topic: Organizational Meeting - Appointing Members to Boards and Committees

Presented By: Interim CAO – Brenda Adamson

Discussion:

Administration requests Council's direction on the following:

1. Agricultural Societies

Does Council wish to continue appointing councillors to Agricultural Societies, given the new conflict-of-interest provisions under MGA s.170 and s.172.1?

2. Do you wish to keep the following Committees:

- a) Policy 01-22: Policy Committee – Terms of Reference**
- b) Policy 01-23: Government Relations Committee – Terms of Reference**
- c) Policy 05-05: Physicians and Healthcare Professionals Committee – Terms of Reference**
- d) Policy 15-02: Negotiating Committee – Terms of Reference**
- e) Policy 05-07-02: Joint Health & Safety Committee (Council role only – staff component remains under OH&S Act)**

3. Do you wish to keep the External Liaisons (Appointments with ToR, not Committees)

- a) Policy 02-14: RCMP Liaison Committee – Terms of Reference**
- b) Policy 02-25: Citizens on Patrol (COP) Liaison Committee – Terms of Reference**
- c) Policy 61-06: Community Futures Board – Terms of Reference**
- d) Policy 07-##: Alberta Lakeland DMO Liaison Committee – Terms of Reference**



Request for Information (RFI)

4. Procedural Bylaw Amendment

Should Administration prepare an amendment to the Procedural Bylaw to clarify that the Reeve is the official spokesperson for Smoky Lake County in intergovernmental relations, with the Deputy Reeve or designate as alternate?

Background:

Smoky Lake County Council annually reviews and appoints members to boards and committees at the Organizational Meeting.

On October 31, 2024, the Municipal Affairs Statutes Amendment Act, 2024 came into force, amending the Municipal Government Act (MGA) conflict-of-interest provisions (s.170, s.172.1). These provisions expand the definition of conflict to include not only pecuniary (financial) interests but also perceived conflicts.

As clarified by Municipal Affairs:

“With the new conflict of interest provisions, there could perhaps be a case made for a councillor appointed to an Ag Society declaring a conflict when participating in deliberations regarding funding decisions during a council meeting. This was not as much of an issue before the new conflict provisions were added.”

— Angela Bilski, Municipal Training Advisor, Municipal Affairs (email, Sept. 2025)

This guidance means that councillors appointed to external organizations (e.g., Agricultural Societies) may face increased restrictions on participating in Council decisions involving those organizations.

MGA Framework for Committees:

- MGA s.145(1): When a committee is composed of all of Council (e.g., Policy Committee, Emergency Advisory Committee), it must be established by bylaw. These are true “Council Committees.”
- MGA s.145(2): Where Council appoints 1 or 2 members to participate in a group (e.g., external boards, community liaisons), it does not require a bylaw. Instead, it should be governed by a Terms of Reference or policy to clarify the appointment role.
- MGA s.201, 207, 208: Distinguish between Council’s governance role and the CAO’s responsibility for operations and administration.

This means Smoky Lake must differentiate between:

- Statutory / governance committees (bylaw required).
- Appointments to external organizations or liaison groups (policy/ToR sufficient).



Request for Information (RFI)

- Operational/administrative committees (no Council role – should be staff only).
- In addition, a review of current County policies and bylaws identified several committees that may no longer align with the MGA or best practices in governance.



Request for Information (RFI)

Committee Alignment Table

Committee / Board	Current Authority	MGA / Legislative Requirement	Standard Practice	Compliance / Action Required
Municipal Planning Commission (MPC)	Bylaw 1346-19	MGA s.626	Establish by bylaw; appoint all/part of Council annually	✓ Compliant
Subdivision & Development Appeal Board (ISDAB)	Bylaw 1447-23	MGA s.627	Establish by bylaw; Council appoints members & public	✓ Compliant
Subdivision Authority	Bylaw 996-95	MGA s.623	Establish by bylaw; can delegate to staff	✓ Compliant
Agricultural Service Board (ASB)	Bylaw 1441-23	ASB Act s.3	Establish by bylaw; Council + public members	✓ Compliant
ASB Independent Appeal Panel	Bylaw 1435-23	ASB Act	Establish by bylaw	✓ Compliant
Regional Emergency Advisory Committee	Bylaw 1466-24	Emergency Management Act s.11.2	Establish by bylaw; all of Council members	✓ Compliant
Smoky Lake Region Fire & Rescue Advisory Committee	Bylaw 1286-15	MGA s.145	Establish by bylaw; all of Council + partners	✓ Compliant
Regional Heritage Board	Bylaw 1371-20	MGA s.145	Establish by intermunicipal bylaw	✓ Compliant
Intermunicipal Collaboration Committees (ICCs)	Multiple bylaws	MGA s.708.28 (ICFs)	Establish by bylaw; joint governance with partners	✓ Compliant
Road Ban Committee	Bylaw 1225-11	MGA s.145	Best practice: delegate authority to CAO/Administration by bylaw	
Policy Committee	Policy 22-01		Should not exist; policy drafting is administrative.	Council would do this in the Committee of the Whole meeting.



Request for Information (RFI)

Committee / Board	Current Authority	MGA / Legislative Requirement	Standard Practice	Compliance / Action Required
Government Relations Committee	Policy 23-02	MGA s.145 + Procedural Bylaw	Spokesperson role in Procedural Bylaw; not a committee	
RCMP Liaison Committee	Policy 14-01	None	Appointment by resolution; ToR optional	✓ Retain as ToR/appointment
Fire & Rescue Liaison Committees	Policy 20-02	Already rescinded Oct 2024	Covered by Fire Advisory bylaw	✗ Repealed
Citizens on Patrol Liaison	Policy 25-01	None	Standard practice: volunteer-run; if appointed, liaison only by resolution	
Physicians & Healthcare Professionals Committee	Policy 05-05	None		
Alberta Lakeland DMO	Policy 07-##	None	Appointment by resolution; external org	✓ Treat as appointment
Negotiating Committee	Policy 15-02	None	Standard Practice is that negotiations would be approved in a Council Meeting not a specific Committee.	
Community Futures (St. Paul–Smoky Lake Region)	Policy 61-06		Appointment by resolution	This was Deferred in 2024
Family & Community Support Services (FCSS)	Policy 05-03-01	Family & Community Support Services Act	Appointment by resolution; ToR optional	✓ Compliant
Smoky Lake Foundation (Housing)	Policy 05-06-01	Housing Act	Appointment by resolution	✓ Compliant
Northern Lights Library System (NLLS)	Policy 07-04-01	Libraries Act	Appointment by resolution	✓ Compliant
Evergreen Regional Waste Commission	Policy 04-12-01	MGA s.602.07	Commission created by Ministerial Order; appointment by resolution	✓ Compliant



Request for Information (RFI)

Committee / Board	Current Authority	MGA / Legislative Requirement	Standard Practice	Compliance / Action Required
Highway 28/63 Water Commission	Policy 04-13-01	MGA s.602.07	Appointment by resolution	✓ Compliant
North East Muni-Corr Ltd.	Policy 03-19-01	Nonprofit corporation	Appointment by resolution	✓ Compliant
Alberta HUB	Policy 61-05-01	None	Appointment by resolution	✓ Compliant
Alberta CARE	Policy 04-11-01	None	Appointment by resolution	✓ Compliant
North Saskatchewan Watershed Alliance (NSWA)	Policy 04-05-01	None	Appointment by resolution	✓ Compliant
Lakeland Regional Recreation (LARA)	Policy 62-19-04	None		
Joint Health & Safety Committee (JH&S)	Policy 05-07-02	OH&S Act	Must be staff-only; Council only receives reports	
Agricultural Society Liaison	Council appointment	New MGA s.170 conflict provisions	Best practice: no councillor appointment; use MOU/reporting	



Request for Information (RFI)

Benefits:

1. Ensures Smoky Lake is compliant with the MGA.
2. Clarifies governance roles of Council (policy/governance) vs. Administration (operations/implementation).
3. Reduces conflict-of-interest risks under the new MGA provisions.
4. Brings Smoky Lake County in line with best practices of surrounding municipalities.

Disadvantages:

1. Repealing or restructuring committees may create a perception of reduced Council involvement in certain areas (e.g., JH&S, Ag Society).
2. Transition to new reporting structures (e.g., Ag Society MOUs, admin-led JH&S) may take time and adjustment.
3. Some policies/bylaws will need to be formally repealed or amended, requiring legal review and Council time.

Alternatives:

1. Status Quo: Leave existing policies and committees in place, accepting compliance and governance risks.
2. Incremental Change: Repeal only high-risk committees (e.g., Policy Committee, Ag Society liaison) and defer the rest.

Financial Implications:

1. Minimal direct costs (mostly administrative/legal time to repeal policies and amend bylaws).
2. Potential savings in staff/Council time by streamlining committees and removing duplication.
3. Avoids risk of legal challenges or Municipal Affairs intervention due to non-compliance.

Legislation:

1. MGA s.145 – Establishment of Council Committees (bylaw required if all of Council).
2. MGA s.170, s.172.1 – Conflict of Interest provisions (effective Oct. 31, 2024).
3. MGA s.180 – Methods of Council Action (resolution/bylaw).
4. MGA s.201 – Council's role (develop and evaluate policies/programs).
5. MGA s.207 – CAO's role (implement policies/programs).
6. Emergency Management Act s.11.2 – Emergency Advisory Committee requirement.
7. Agricultural Service Board Act s.3 – Agricultural Service Board requirement.
8. Libraries Act, Housing Act, FCSS Act – External board appointment requirements.
9. OH&S Act – JH&S Committee.

Intergovernmental:

N/A

Strategic Alignment:

1. Aligns with Good Governance and Legislative Compliance priorities.



Request for Information (RFI)

2. Strengthens transparency and accountability in Council's role vs. Administration.
3. Supports Council's strategic goal of efficiency in decision-making.
4. Reinforces intergovernmental **relations** by clarifying spokesperson role in Procedural Bylaw.

Enclosure(s): Additions to the agenda

1. Minutes – October 24, 2024 Organizational Meeting
 - Identifies which committees/liaisons were appointed, deferred, or rescinded.
 - Confirms the rescindment of the *Fire & Rescue Liaison Committees*.
2. Municipal Affairs Correspondence (Sept. 2025 – Angela Bilski, Municipal Training Advisor)
 - Clarifies the implications of the new MGA conflict-of-interest provisions for councillors appointed to Agricultural Societies.
3. Policies – Current Terms of Reference
 - Policy 01-22 – *Policy Committee – Terms of Reference*
 - Policy 01-23 – Government Relations Committee – Terms of Reference
 - Policy 02-14 – RCMP Liaison Committee – Terms of Reference
 - Policy 02-20 – Fire & Rescue Liaison Committee – Terms of Reference (rescinded Oct. 2024)
 - Policy 02-25 – Citizens on Patrol (COP) Liaison Committee – Terms of Reference
 - Policy 05-05 – Physicians and Healthcare Professionals Committee – Terms of Reference
 - Policy 05-07-02 – Joint Health & Safety Committee (Council role)
 - Policy 07-## – Alberta Lakeland DMO Liaison Committee – Terms of Reference
 - Policy 15-02 – Negotiating Committee – Terms of Reference
 - Policy 61-06 – *Community Futures Board – Terms of Reference*
4. Governance Framework Reference
 - *Organizational Meeting Procedures – Bylaw 1400-21* (reference for how committees and appointments must be handled procedurally).

Signature of the CAO: _____

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

SMOKY LAKE COUNTY

Minutes of the **Organizational Meeting** for Smoky Lake County Council held on Thursday, October 24, 2024 at 9:00 a.m. held in County Council Chambers, 4612 McDougall Drive, Smoky Lake, Alberta, and virtually online.

The meeting was called to Order by the Chief Administrative Officer, Mr. Kevin Lucas, in the presence of the following persons:

ATTENDANCE		
<u>Div. No.</u>	<u>Councillor(s)</u>	<u>Thursday, Oct. 24, 2024</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Céré	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Kevin Lucas	Present in Chambers
Finance Manager	Brenda Adamson	Present in Chambers
Executive Svcs/R.S.	Patti Priest	Present in Chambers
Municipal Clerk	Meaghan Andreychuk	Virtually Present
Acting. Ag Fieldman	Carleigh Danyluk	Present in Chambers
Fire Chief	Scott Franchuk	Virtually Present
P&D Manager	Jordan Ruegg	Virtually Present
Comm. Officer	Evonne Zukiwski	Present in Chambers

No Members of the Media present.
3 Members of the Public were present.

2. Election of Chief Elected Official: Reeve

The Chief Administrative Officer called a first (1) time for nominations for the position of Chief Elected Official: Reeve of Smoky Lake County.

01-24: Céré

That Councillor Jered Serben be nominated for the position of Chief Elected Official: Reeve of Smoky Lake County, for the ensuing year.

The Chief Administrative Officer called a second (2) time for nominations.
The Chief Administrative Officer called a third (3) time for nominations.

HEARING NO FURTHER NOMINATIONS, the nominations were declared ceased.

2.1 Oath of Office:

The Chief Administrative Officer declared Mr. Jered Serben elected by acclamation as the Chief Elected Official: Reeve of Smoky Lake County for the ensuing year, and executed the "Oath of Office" for the position, and assumed the Chair.

3. Election of Deputy Chief Elected Official: Deputy Reeve

The Reeve called a first (1) time for nominations for the position of Deputy Chief Elected Official: Deputy Reeve of Smoky Lake County.

02-24: Fenerty

That Councillor Dominique Céré be nominated as Deputy Chief Elected Official: Deputy Reeve of Smoky Lake County, for the ensuing year.

The Reeve called a second (2) time for nominations.
The Reeve called a third (3) time for nominations.

HEARING NO FURTHER NOMINATIONS, the nominations were declared ceased.

3.1 Oath of Office:

The Reeve declared Ms. Dominique Céré elected by acclamation as the Deputy Chief Elected Official: Deputy Reeve of Smoky Lake County for the ensuing year, and executed the "Oath of Office" for the position

4. Adoption of Agenda

03-24: Céré That the Smoky Lake County Council **Organizational Meeting** Agenda for Thursday, October 24, 2024, be adopted, as presented.

Carried.

5. Appointment of Municipal Solicitor(s)

04-24: Serben That Smoky Lake County appoint Reynolds Mirth Richards & Farmer LLP, and Brownlee LLP, as the solicitors for Smoky Lake County, on an as needed basis.

Carried.

6. Approval of the Day, Time & Place of Regular Meetings: MGA Sec. 193(1)

05-24: Céré That Smoky Lake County Council Regular Meetings be typically scheduled on the second and fourth (2nd & 4th) Thursday of each month starting at 9:00 a.m., with the exception of July and November, unless otherwise stated by motion of Council, and be held in County Council Chambers, located at 4612 McDougall Drive, Smoky Lake, and/or virtually, online through Electronic Communication Technology.

Carried.

7. Confirmation of Financial Statements & Auditor's Report availability: MGA Sec. 276(3)

06-24: Halisky That Smoky Lake County's Audited Financial Statements, and Auditor's Report for the Year Ended December 31, 2024, be made available to the public by posting it on the County's Website and providing copies for pick up at the Main Office, before May 1st, as per the MGA, Section 276(3).

Carried.

8. Approval to Close Offices to the Public on Statutory Holidays and Extra Days:

07-24: Fenerty That Smoky Lake County Council approve to close both County Offices to the Public on Statutory Holidays, days in lieu of Statutory Holidays (where a Statutory Holiday falls on a weekend), Ukrainian Christmas on January 7th as per the Collective Agreements, and on the following extra days where employees may use vacation time: Friday, December 27, 2024, Monday, December 30, 2024, and Tuesday, December 31, 2024.

Carried.

9. Government Liaison Committee Member Appointments: Policy Statement No. 01-23-02

08-24: Halisky That Smoky Lake County Council acknowledge the Government Liaison Committee Member appointments are the Reeve, Deputy Reeve and Councillors, as deemed necessary as per Policy Statement No. 01-23-02.

Carried.

10. Local & Composite Assessment Review Boards: Bylaw No. 1417-22

09-24: Halisky That Smoky Lake County Council acknowledge the Capital Region Assessment Services Commission (CRASC) is appointed as the Local Assessment Review Board (LARB) as well as the Composite Assessment Review Board (CARB), as per Bylaw No. 1417-22.

Carried.

11. Risk Pro Management Committee: Policy Statement No.14-02-02

10-24: Gawalko That Smoky Lake County Council acknowledge the Risk Pro Management Committee Member Appointments are the Reeve and Deputy Reeve, as per Policy Statement No.14-02-02.

Carried.

12. Appoint the Fire & Rescue Liaison Committee Members: *Policy Statement No. 02-20-02*
Vilna Fire Department, Smoky Lake Fire Department, Waskatenau Fire Department

11-24: Fenerty

That Smoky Lake County **defer** discussion of *Policy Statement No. 02-20-02*, to a Regular Council meeting for the purpose of considering rescindment of the said policy.

Carried.

12-24: Halisky

That Smoky Lake County Council **not** appoint any members to the Fire & Rescue Liaison Committees *under Policy Statement No. 02-20-02*, for the Smoky Lake Fire Department, Vilna Fire Department, and Waskatenau Fire Department.

Carried.

13. RCMP Liaison Committee: *Policy Statement No. 02-14-01*

13-24: Céré

That Smoky Lake County follow up with the Smoky Lake RCMP Detachment Sgt. Commander, to confirm her perspective on the relevancy of the RCMP Liaison Committee legislated under *Policy Statement No. 02-14-01*.

Carried.

14-24: Céré

That Smoky Lake County Councillor Lorne Halisky be appointed as member and Councillor Linda Fenerty be appointed as alternate, to the RCMP Liaison Committee, in accordance with *Policy Statement No. 02-14-01*.

Carried.

14. Regional Emergency Management Advisory Committee: *Bylaw No. 1466-24*

15-24: Fenerty

That Smoky Lake County Councillor Linda Fenerty be appointed as member and Councillor Dominique Céré be appointed as an alternate, to the Regional Emergency Management Advisory Committee, in accordance with *Bylaw No. 1466-24*.

Carried.

15. Smoky Lake Region Fire and Rescue Committee: *Bylaw No. 1286-15*

16-24: Halisky

That Smoky Lake County Councillors Lorne Halisky and Linda Fenerty be acknowledged as members and Councillor Jered Serben be acknowledged as alternate, to the **Smoky Lake Region Fire and Rescue Advisory Committee**, serving throughout their term, in accordance with *Bylaw No. 1286-15*.

Carried.

16. Citizens-on-Patrol (COP) Liaison Committee: *Policy Statement No. 02-25-01*

17-24: Céré

That Smoky Lake County Council acknowledge Councillor Dan Gawalko is appointed as member and Councillor Linda Fenerty is appointed as alternate, to the Citizens on Patrol (C.O.P) Liaison Committee, the same members named under the RCMP Liaison Committee, in accordance with *Policy Statement No. 02-25-01*.

Carried.

17. Road Ban Committee: *Bylaw No. 1225-11*

18-24: Gawalko

That Smoky Lake County Council confirm the Road Ban Committee Members are the Reeve, CAO, and Public Works Manager with the Deputy Reeve being the alternate, as per *Bylaw No. 1225-11*.

Carried.

18. North East Muni-Corr Ltd. Committee: *Policy Statement No. 03-19-01*

19-24: Céré

That Smoky Lake County Councillor Linda Fenerty be appointment as member and Councillor Jered Serben be the alternate, to the North East Muni-Corr Ltd. Committee, in accordance with *Policy Statement No. 03-19-01*.

Carried.

19. Alberta CARE Committee: *Policy Statement No. 04-11-01*

20-24: Céré

That Smoky Lake County Councillor Dan Gawalko be appointed as member and Councillor Lorne Halisky be appointed as alternate, to the Alberta CARE (Alberta Coordinated Action for Recycling Enterprises) Committee, in accordance with *Policy Statement No. 04-11-01*.

Carried.
20. Evergreen Regional Waste Management Commission: *Policy Statement No. 04-12-01*

21-24: Gawalko

That Smoky Lake County Councillor Dan Gawalko be appointed as member and Councillor Lorne Halisky be appointed as alternate, to the **Evergreen Regional Waste Management Commission**, in accordance with *Policy Statement No. 04-12-01*.

Carried.
21. Highway 28/63 Regional Water Services Commission: *Policy Statement No. 04-13-01*

22-24: Halisky

That Smoky Lake County Councillors Lorne Halisky and Dan Gawalko be appointed as members and that Councillors Linda Fenerty and Jered Serben be appointed as alternates, to the Highway 28/63 Regional Water Services Commission, in accordance with *Policy Statement No. 04-13-01*.

Carried.
22. North Saskatchewan Watershed Alliance Liaison: *Policy Statement No. 04-05-01*

23-24: Céré

That Smoky Lake County Councillor Linda Fenerty be appointed as member and Councillor Lorne Halisky be appointed as alternate, to the North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee, in accordance with *Policy Statement No. 04-05-01*.

Carried.
23. Joint Health and Safety Committee: *Policy Statement No. 05-07-02*

24-24: Fenerty

That Smoky Lake County Councillor Jered Serben be appointed as member and Councillor Dominique Céré be appointed as alternate, to the Joint Health & Safety Committee, in accordance with *Policy Statement No. 05-07-02*.

Carried.
24. Physicians and Health Care Professionals Committee: *Policy Statement No. 05-05-03*

25-24: Gawalko

That Smoky Lake County Council confirm the Reeve is appointed as the member and the Deputy Reeve is appointed as alternate, to the **Physicians and Health Care Professionals Committee**, as per *Policy Statement No. 05-05-03*.

Carried.
25. Family & Community Support Services (FCSS) Committee: *Policy Statement No. 05-03-01*

26-24: Fenerty

That Smoky Lake County Council appoint all five Councillors to the **Family Community Support Services (FCSS) Committee**, as per *Policy Statement No. 05-03-01*.

Carried.
26. Smoky Lake Foundation Members: *Policy Statement No. 05-06-01*

27-24: Céré

That Smoky Lake County Council appoint Councillors Jered Serben and Dominique Céré as members and Councillors Lorne Halisky and Linda Fenerty as alternates, to the **Smoky Lake Foundation Board**, in accordance with *Policy Statement No. 05-06-01*

Carried.
27. Municipal Planning Commission (MPC) Members: *Bylaw No. 1346-19*

28-24: Gawalko

That Smoky Lake County Council appoint all five members of Council to the **Municipal Planning Commission (MPC)**, in accordance with *Bylaw No. 1346-19*.

Carried.

28. Intermunicipal Sub-division and Development Appeal Board Members: *Bylaw No.1447-23*

29-24: Halisky

That Smoky Lake County Council re-appoint Members-at-Large: Grant Gillund, Christine Hansen, Gary Henry, Amy Cherniwchan, Jerry Melnyk, Sylvia Holowach, Candace Bryks, David Thomas, Margaret Allan Newell, and Pat Olchow, as members to the Intermunicipal Subdivision and Development Appeal Board (ISDAB), for an extended term, in accordance with *Bylaw No. 1447-23*.

Carried.

29. Subdivision Authority: *Bylaw No. 996-95*

30-24: Fenerty

That Smoky Lake County Council appoint S. Jane Dauphinee, RPP, MCIP, Principal and Senior Planner at Municipal Planning Services (2009) Ltd., as the Sub-Division Authority person for Smoky Lake County, in accordance with *Bylaw No. 996-95*.

Carried.

30. Smoky Lake Regional Heritage Board Members: *Bylaw 1371-20*

31-24: Fenerty

That Smoky Lake County Council appoint Councillors Linda Fenerty and Lorne Halisky to the Smoky Lake Regional Heritage Board in accordance with *Bylaw No. 1371-20*, and re-appoint the Boards Public-at-Large members: Noreen Easterbrook, Graham Dalziel, Christine Hansen, and Michelle Wright.

Carried.

31. Regional Community Development Committee (RCDC): *Policy Statement No. 61-07-04*,

32-24: Halisky

That Smoky Lake County Council appoint Councillors Jered Serben and Lorne Halisky as members and Councillor Dominique C     as alternate member, all serving throughout their term, to the Regional Community Development Committee (RCDC) in accordance with *Policy Statement No. 61-07-04*; and acknowledge the Smoky Lake County Public-at-Large Member positions are vacant.

Carried.

32. Smoky Lake Region Intermunicipal Collaboration Committee (ICC): *Bylaw No. 1439-23*

33-24: C    

That Smoky Lake County Council appoint Councillors Dominique C     and Jered Serben as members and Councillor Lorne Halisky as the alternate member, to the Smoky Lake Region (Smoky Lake County / Town of Smoky Lake / Village of Waskatenau / Village of Vilna) Intermunicipal Collaboration Committee (ICC), in accordance with *Bylaw No. 1439-23*.

Carried.

33. Intermunicipal Collaboration Committee with Thorhild County: *Bylaw No. 1368-20*

34-24: Halisky

That Smoky Lake County Council appoint Councillors Linda Fenerty and Dominique C     as members and Councillor Dan Gawalko as the alternate member, to the Smoky Lake County / Thorhild County Intermunicipal Collaboration Committee (ICC); in accordance with *Bylaw No.1368-20*.

Carried.

34. Intermunicipal Collaboration Committee with Lamont County: *Bylaw No. 1391-21*

35-24: Gawalko

That Smoky Lake County Council appoint Councillors Lorne Halisky and Dan Gawalko as members and Councillor Linda Fenerty as the alternate member, to the Smoky Lake County / Lamont County Intermunicipal Collaboration Committee (ICC); in accordance with *Bylaw No.1391-21*.

Carried.

35. Intermunicipal Collaboration Framework – Intermunicipal Collaboration Committees for County of St. Paul No. 19, County of Two Hills No. 21, and Lac La Biche County

36-24: Céré That Smoky Lake County Council acknowledge all members of Council are the forum for reviewing the Intermunicipal Collaboration Framework (ICF) and as such, are the appointed members to the Intermunicipal Collaboration Committee (ICC), with County of St. Paul No.19, as per *Bylaw No. 1361-19*; with County of Two Hills No.21, as per *Bylaw No. 1360-19*; and with Lac La Biche County, as per *Bylaw 1359-19*.

Carried.

36. Ukrainian Twinning Committee: Bylaw No. 1404-21

37-24: Halisky That Smoky Lake County Council appoint Councillors: Linda Fenerty and Lorne Halisky as members and Councillor Dan Gawalko as the alternate member, to the Ukrainian Twinning Committee, in accordance with *Bylaw No. 1404-21*.

Carried.

37. Community Futures St. Paul-Smoky Lake Region Board: Policy Statement No. 61-06-02

38-24: Halisky That Smoky Lake County Council **defer** the appoint Councillor Linda Fenerty as the member, to the Community Futures St. Paul – Smoky Lake Region Committee, as per *Policy Statement No. 61-06-02*, to the next Regular Council Meeting after the said policy has been reviewed.

Carried.

38. Agricultural Service Board Members: Bylaw No. 1441-23 & Policy Statement No. 62-19-04

39-24: Fenerty That Smoky Lake County Council appoint Councillors Dan Gawalko and Jered Serben as members and Councillors Lorne Halisky and Dominique Céré as the alternate members, to County’s Agricultural Service Board, and reconfirm Producer-at-Large members as: Tori Ponich, Curtis Boychuk, Tamara Flondra, and Producer-at-Large alternate members as: Kurt Melnyk and Brett Rurka; for the term ending October 20, 2025, in accordance with *Bylaw No. 1441-23 and Policy Statement No. 62-19-04*.

Carried.

39. ASB Independent Appeal Panel for Weed Control: Bylaw No. 1435-23

40-24: Gawalko That Smoky Lake County Council appoint residents: Barry Feniak, Norman Schmidt, and Robert Semeniuk as Members-at-Large, and Amanda Fischer as alternate Member-at-Large, to the Agricultural Service Board Independent Appeal Panel for Weed Control, in accordance with *Bylaw 1435-23*.

Carried.

40. Lakeland Agriculture Research Association (LARA) Liaison Members (*not legislated*)

41-24: Gawalko That Smoky Lake County Council appoint the Agricultural Service Board Chairperson as the member and the Agricultural Service Board Vice-Chairperson as the alternate member to be the Lakeland Agricultural Research Association (LARA) liaison; and acknowledge LARA appointed Public-at-Large members from Smoky Lake County are Charlie Leskiw and Amanda Fischer.

Carried.

41. LICA Board of Directors Members: Policy Statement No. 62-11-01

42-24: Halisky That Smoky Lake County Council appoint Councillor Lorne Halisky as member and Councillor Dan Gawalko as alternate member, to the Lakeland Industry & Community Association (LICA) in accordance with *Policy Statement No. 62-11-01*.

Carried.

42. Alberta HUB Member: Policy Statement No. 61-05-01

43-24: Halisky

That Smoky Lake County Council appoint Councillor Lorne Halisky as member and Councillor Jered Serben as the alternate member, to the Northeast Alberta Information Hub Ltd. (AlbertaHUB), in accordance with *Policy Statement No. 61-05-01*.

Carried.

43. Northern Lights Library System Member: Policy Statement 07-04-01

44-24: Céré

That Smoky Lake County Council appoint Councillor Linda Fenerty as the board representative and Councillor Dominique Céré as the alternate representative, to the Northern Lights Library System (NLLS), for the four-year term ending in Year 2025, in accordance with *Policy Statement 07-04-01*.

Carried.

44. Smoky Lake Agricultural Society Liaison Member: (not legislated)

45-24: Halisky

That Smoky Lake County Council appoint Councillor Jered Serben as representative and Councillor Lorne Halisky as the alternate representative, to the Smoky Lake Agricultural Society.

Carried.

45. Bellis Board of Trade Liaison Member: Policy Statement No. 07-07-01

46-24: Halisky

That Smoky Lake County Council appoint Councillor Lorne Halisky as representative and Councillor Dan Gawalko as alternate representative, to the Bellis Board of Trade, in accordance with *Policy Statement No. 07-07-01*.

Carried.

46. Alberta Bilingual Municipalities Association Liaison: Policy Statement No. 07-09-01

47-24: Fenerty

That Smoky Lake County Council appoint Councillor Dominique Céré as representative and Councillor Linda Fenerty as alternate representative, to the Alberta Bilingual Municipalities Association (ABMA), in accordance with *Policy Statement No. 07-09-01*.

Carried.

47. Alberta’s Lakeland DMO Liaison: Policy Statement No. 07-08-01

48-24: Halisky

That Smoky Lake County Council appoint Councillor Lorne Halisky as representative and Councillor Dan Gawalko as alternate representative, to the Alberta’s Lakeland Destination Management Organization (DMO), in accordance with *Policy Statement No. 07-08-01*.

Carried.

ADJOURNMENT:

49-24: Gawalko

That the Smoky Lake County Council Organizational Meeting of October 24, 2024, be adjourned, time 10:04 a.m..

Carried.

REEVE

SEAL

CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1400-21

BEING A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA FOR THE PURPOSE TO REGULATE MEETING PROCEEDINGS AND THE TRANSACTION OF BUSINESS BY THE COUNCIL OF THE COUNTY AND ITS COMMITTEES.

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26 a amendments thereto, authorizes Council to pass a Bylaw to establish rules and provisions to regulate the conduct of business in Council Meetings and Council Committee Meetings; and

AND WHEREAS, to provide a standard, clear format and conduct for Meetings for Members of Council or Committee Members, Administration, the media and the public to understand the decision making process requiring neutrality, equality, fairness, transparency and democracy;

AND WHEREAS, pursuant to the *Municipal Government Act*, Council of Smoky Lake County may by bylaw delegate its powers, duties or functions to a Council Committee; and

NOW THEREFORE, be it resolved that the Council of Smoky Lake County in the Province of Alberta, duly assembled hereby enacts as follows:



PART ONE: INTERPRETATION

- 1.1 This Bylaw shall be cited as the "**Procedural Bylaw**".
- 1.2 This Bylaw shall govern all Meetings of Council as established by Smoky Lake County Council.
- 1.3 The headings in the **Procedural Bylaw** have been inserted for reference as outlined in **Schedule "A": Table of Contents** as a matter of convenience only and in no way define, limit or enlarge to scope or meaning of this Bylaw or any provisions thereof.
- 1.4 When a matter arises related to proceedings in a Meeting which is not covered by a provision of this Bylaw or the *Municipal Government Act*, the matter shall be decided by reference to *Robert's Rules of Order*, as recorded in "Parliamentary Procedures – At-A-Glance" by O. Garfield Jones. In the event of conflict between the provisions of this Bylaw and Robert's Rules of Order, the provisions of this Bylaw shall apply.
- 1.5 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.

PART TWO: DEFINITIONS

- 2.1 "**Act**": means the *Municipal Government Act*, RSA 2000, c-M-26 and successive Acts and amendments thereto.
- 2.2 "**Acting Reeve**": means a Council Member, selected by Council, to preside at a Meeting in the absence or incapacity of both the Reeve and the Deputy Reeve.
- 2.3 "**Administration**": means the general operations of the County, including the Chief Administrative Officer or an employee accountable to the Chief Administrative Officer.
- 2.4 "**Adjourn**": means to end a Meeting.
- 2.5 "**Agenda**": means a list of items and orders of business for any Meeting of Council or a Council Committee and the associated reports, Bylaws or other documents.
- 2.6 "**Bylaw**": means this Procedural Bylaw for Smoky Lake County.

A handwritten signature in blue ink, located at the bottom right of the page.

- 2.7 **"Chairperson"**: means the person who presides over a Council or Council Committee Meeting. Referred to as the Chair.
- 2.8 **"Challenge"**: means an appeal to the ruling of the Chair.
- 2.9 **"Chief Administrative Officer"**: means the person, also known as the "CAO", appointed by Council to the position of Chief Administrative Officer under the *Municipal Government Act* for Smoky Lake County.
- 2.10 **"Combined Meeting"**: means a Regular Meeting which combines agenda items related to both a Regular Council Meeting and a Public Hearing.
- 2.11 **"Committee"**: means a Council Committee, Board, Commission or other body established by Council under the *Municipal Government Act*.
- 2.12 **"Committee of the Whole"**: means an informal Meeting consisting of all members of Council established for the purpose of Meeting on specific issues.
- 2.13 **"Corporate Record"**: means the record of agenda, minutes, and other related material which is dealt with by Council or a Council Committee. It also includes all documents to which the Smoky Lake County corporate seal is impressed.
- 2.14 **"Council"**: means the Reeve and Councillors duly elected in the Smoky Lake County and who are eligible to continue to hold office.
- 2.15 **"Councillor"**: is a Member duly elected as a Councillor, including the Reeve under the *Municipal Government Act* to represent a division in the County, who continues to hold office.
- 2.16 **"County"**: means the geographic area contained within the boundaries of the municipality of Smoky Lake County.
- 2.17 **"Delegation"**: means any person or group of persons other than Administration, who appears before Council at a regular Council Meeting to address a specific matter.
- 2.18 **"Deputy Reeve"**: means the Council Member known as the Deputy Chief Elected Official) appointed by Council, by resolution, pursuant to the *Municipal Government Act*, as act as Reeve in the absence or incapacity of the Reeve.
- 2.19 **"Electronic Recording"**: means a recording that contains machine generated, as opposed to human-generated information. This includes audio recordings.
- 2.20 **"Emergent Business"**: is business that is of urgent or an emergency nature that requires for prompt action.
- 2.21 **"Ex-Officio"**: means to be a member of a Council Committee by virtue of being a Reeve, in a non-voting capacity.
- 2.22 **"Executive Session"**: (Known also to be referred to as "In-Camera" or "Closed Session") means a portion of a Meeting lawfully held in private and not open to the public.
- 2.23 **"Freedom of Information and Protection of Privacy Act"**: means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F-25, as amended thereto, also known as FOIP.
- 2.24 **"General Election"**: means an election held in the Smoky Lake County at the end of each Council term to fill Council positions, in accordance with the *Local Authorities Election Act*, R.S.A. 2000.
- 2.25 **"Group"**: means two (2) or more persons gathered together by a common interest in any matter, one of whom may be appointed as spokesperson to be solely responsible for presenting the points of view or positions of the persons represented.

- 2.26 **“Improper Conduct”**: means any action by a member of the public at a Meeting which, in the opinion of the Reeve or the Chair of the Meeting, intimidates, threatens, harasses, obstructs, or physically injures any other person and includes the refusal to follow any directions of the Reeve or the Chair of the Meeting.
- 2.27 **“Meeting”**: means a Council Meeting or Council Committee Meeting or a Meeting of other bodies established by Council where municipal business is conducted and shall be open to the Public.
- 2.28 **“Member”**: means a member of Council duly elected who continues to hold office, pursuant to the provisions of the *Local Authorities Act*, or a Member of a Committee duly appointed by Council, under the *Municipal Government Act*, to that Committee;
- 2.29 **“Minutes”**: means the record of decisions of a Meeting recorded in the English language without note or comment.
- 2.30 **“Motion”**: means a formal proposition put forward (i.e., moved) by a Councillor in attendance at a Meeting with the intention that it be put to a vote, and is synonymous with the word “Resolution”.
- 2.31 **“Member-at-Large”**: means a member of the public appointed by Council to a Committee of Council.
- 2.32 **“Municipal Government Act”**: means the *Municipal Government Act*, RSA 2000, Chapter M-26, legislation, as amended from time to time.
- 2.33 **“Municipality”**: means the Municipal Corporation of Smoky Lake County.
- 2.34 **“Notice of Motion”**: is a means by which a Member of Council brings business before Council.
- 2.35 **“Organizational Meeting”**: means an annual Meeting of Council held in accordance with Section 192 of the *Municipal Government Act*.
- 2.36 **“Pecuniary Interest”**: means a pecuniary interest as defined in the *Municipal Government Act*.
- 2.37 **“Person”**: means an individual, partnership, association, corporation, trustee, executor, administrator, or legal representative.
- 2.38 **“Point of Information”**: means a request to a Member of Council or the Administration, for information relevant to the business at hand, but not related to a Point of Procedure.
- 2.39 **“Point of Order”**: is the raising of a question by a Councillor to call attention to any deviation of a provision of this Bylaw, or any other Bylaw, statute or regulation, or to any parliamentary procedural matter.
- 2.40 **“Point of Privilege”**: refers to matters affecting the rights and immunities of Council collectively or the propriety of the conduct of individual Members and includes, but is not limited to, the following;
- 2.40.1 the organization or existence of Council,
 - 2.40.2 the comfort of Members.
 - 2.40.3 the conduct of Members
 - 2.40.4 the conduct of Administration or members of the public in attendance at the Meeting.
 - 2.40.5 the reputation of Members or of Council as a whole.
- 2.41 **“Point of Procedure”**: means a request made to the Chair to obtain information on a matter of parliamentary law or the rules of Council bearing on the business at hand in order to assist a Member to make an appropriate motion, raise a point of order or understand the parliamentary situation or the effect of the motion.
- 2.42 **“Postpone”**: (known as a synonymous with the word “Defer”) means to delay the consideration of any matter either:
- 2.42.1 To a definite time when further information is likely to be obtained; or
 - 2.42.2 Indefinitely;

- 2.43 **"Public Hearing"**: is a duly advertised Meeting of Council convened to hear matters pursuant to the *Municipal Government Act* or other matters which Council directs be considered at a Public Hearing held during a Regular Meeting of Council.
- 2.44 **"Public Question and Answer Period"**: means a time set aside during a Regular Council Meeting or Combined Meeting which is held for the purpose of allowing members of the public to ask or express to Council their opinions or concerns on matters of public interest.
- 2.45 **"Quorum"**: means the majority of the valid, subsisting members of Council; fifty (50) percent plus one (1), unless Council provides otherwise in this Bylaw, and the same applies to Committees, Boards, Commissions, or other organized and recognized groups, unless another bylaw or resolution establishing such a body specifies a different quorum.
- 2.46 **"Recess"**: means to take a short break from the Meeting with the intent of returning to the order of business or agenda item following the break.
- 2.47 **"Reconsider"**: means that motion that, if adopted, allows the Council to consider the vote again on the motion in the same Meeting in which the motion was first decided.
- 2.48 **"Reeve"**: means the Council Member known as the Chief Elected Official, appointed by Council, by resolution, pursuant to the *Municipal Government Act*.
- 2.49 **"Refer"**: means to send a motion or agenda item to a Committee or Administration for investigation, clarification and report; or to a future Council Agenda for decision.
- 2.50 **"Regular Meeting"**: means a Meeting of Council scheduled and published in accordance with this Bylaw and the *Municipal Government Act*.
- 2.51 **"Rescind"**: means to bring forward to a later Meeting a previously successful motion with the intent of revoking the original motion.
- 2.52 **"Special Meeting"**: means a Meeting called by the Reeve or Council in accordance with the *Municipal Government Act* and this Bylaw.
- 2.53 **"Table"**: means to lay on the table or to set aside temporarily and address later during the same Meeting.
- 2.54 **"Terms of Reference"**: is a statement of the purpose of a Committee or other body approved by Council and shall include, but is not limited to, composition, duties, powers, functions and termination clause, if applicable.
- 2.55 **"Two-Thirds Vote"**: is a vote requiring at least two-thirds of the Council Members who continue to hold office or appointment, to vote in the affirmative. For the purposes of this Bylaw and Smoky Lake County Council's purposes. This number is deemed to be four (4) out of five (5) Council Members, as it is a higher threshold of support than the simply majority of three-fifth (3/5).
- 2.56 **"Vice-Chairperson"**: is the person who has the authority to preside at a Meeting in the absence of the Chairperson.

PART THREE: APPLICATION

- 3.1 This Bylaw applies to all Meetings, unless a specific Terms of Reference provide permission for the establishment of procedures. Committees created by Council are subject to the provisions of this Bylaw unless Council has given the Committee the power to establish procedures or the Committee passes a resolution to amend a non-substantive provision of this Bylaw, such as the grace period to establish Quorum. Sections of this Bylaw which are governed by the *Municipal Government Act* may not be altered.

- 3.2 Procedure is a matter of interpretation by the Reeve or the Committee Chairperson.
- 3.3 In the absence of a statutory obligation, provisions of this Bylaw may be temporarily altered or suspended by a Four-Fifth Vote. This motion to alter or suspend cannot be amended and may only be made by Council and only be effective for the Meeting during which it is passed.
- 3.4 Paramount Rules: The precedence of the rules governing the procedure of Council is:
 - 3.4.1 The *Municipal Government Act*.
 - 3.4.2 Other Provincial or Federal Legislation.
 - 3.4.3 This Bylaw.
 - 3.4.4 Roberts Rules of Order.
- 3.5 The *Municipal Government Act* requires all municipalities to name a place as its Municipal Office. The place for the Municipal Office and the Council Chambers for the Smoky Lake County is: 4612 McDougall Drive, Smoky Lake, Alberta, T0A 3C0.

PART FOUR: ORGANIZATION OF COUNCIL AND COMMITTEES

COUNCIL:

- 4.1 The **Reeve**, referred to as the Chief Elected Official, when present, shall preside as Chair over all Meetings of Council and perform functions as set out in **Schedule "C": Functions of the Reeve**.
- 4.2 The **Deputy Reeve** shall preside as Chair over all Meetings of Council, in the absence, incapacity, or inability of the Reeve.
- 4.3 Council may appoint another Councillor as **Acting Reeve** for all Meetings of Council, in the absence, incapacity, or inability of the Reeve and Deputy Reeve.
- 4.4 The Reeve shall be an **Ex-officio** Member of all Committees established by Council under the *Municipal Government Act* in the capacity as a non-voting member.
- 4.5 **Council** members, referred to as the Elected Officials, are to make decisions as a collective body for all matters. Individual Council Members do not have authority to bind Council or the County to a specific course of action unless the authority has been expressly granted through resolution of Council; and as set out in **Schedule "D": Functions of Elected Officials**.
- 4.6 Council Members shall not exercise a power or function or perform a duty that is by this or another enactment or Bylaw specifically assigned to the Chief Administrative Officer or a designated officer.

ROLE OF THE CHAIR:

- 4.8 The Reeve shall be the Chair of all Public Meetings.
- 4.9 The Chair:
 - 4.9.1 shall enforce this Procedural Bylaw,
 - 4.9.2 shall remain objective,
 - 4.9.3 shall maintain order and preserve decorum and may, if necessary, call a Council Member to order,
 - 4.9.4 shall decide Points of Order and Points of Procedure without debate or comment,
 - 4.9.5 shall determine which Council Member has the floor to speak,
 - 4.9.6 shall receive, state and frame all motions presented to clarify their intent as moved,
 - 4.9.7 shall ensure that all Council Members who wish to speak on a motion have spoken *once*, that the Council Members are ready to vote and shall subsequently call the vote,



- 4.9.8 shall authorize, at the Meeting, the distribution of additional material for the Corporate Record,
 - 4.9.9 shall rule when a motion is Out of Order,
 - 4.9.10 shall protect Council from motions that are obviously frivolous or with intention to cause delay, by refusing to acknowledge them, and
 - 4.9.11 shall recess the Council Meeting to consult with Chief Administrative Officer or legal counsel for guidance in rulings.
- 4.10 The Chair shall make reasonable efforts, including the calling of a recess, to ensure all Councillors in attendance at the Meeting are present when a vote is being taken, unless a Councillor is excused from voting in accordance with the *Municipal Government Act* or this Bylaw.
 - 4.11 Provide information to Council Members on any matter related to the business of the County, with the exception of during debate.
 - 4.12 When the Chair wishes to participate in the debate on the question or motion, the Chair shall vacate the Chair and request another Councillor to assume the Chair.
 - 4.13 The Chair may invite persons forward from the audience to speak with unanimous agreement of Council, if it is deemed to serve the best interests of the issue being discussed and the public interest.

CHALLENGING THE CHAIR

- 4.14 When a Council Member wishes to challenge the ruling of the Chair, a motion "**That the decision of the Chair be overruled**" shall be made, the question shall be put to a vote immediately without amendment or debate. Should the motion be defeated, the ruling of the Chair is then upheld.
- 4.15 A Motion to Challenge the Chair may be made only at the time of the ruling, whether or not another speaker has the floor.
- 4.16 Any ruling of the Chair may be challenged. The Chair must summarize his/her decision and the reasons for it, and without debate or delay put the question to Council.
- 4.17 The Chair shall be governed by the vote of the majority of the Council Members present.
- 4.18 If the Chair refuses to put the question on the Challenge, the person who would preside in the absence of the Chair shall put the question to Council.

COUNCIL MEMBER INQUIRY

- 4.19 A Council Member Inquiry is a request for information from Administration.
 - 4.20 A Council Member shall not give direct instructions to the Chief Administrative Officer or the employees of the Chief Administrative Officer (Administration) without specific direction from Council confirmed by a Council motion.
 - 4.21 Any Council Member may make a Council Member Inquiry through the Chair at any Regular Council Meeting or Council Committee Meeting.
 - 4.22 Council Member Inquiries shall be made in writing and shall be addressed as a Notice of Motion to be added to a future agenda allowing Administration time to research the specific inquiry and give Council an up to date and informed response in a timely manner.
 - 4.23 Council Members cannot make any Council Member Inquiries to the County appointed Auditor or their employees.
 - 4.24 Council Member Inquiries cannot be made at Special County Council Meetings.
- 

RESPONSES TO INQUIRY

- 4.25 The Chief Administrative Officer may verbally answer a Council Member Inquiry at the Meeting at which it was made; however, any Member of Council may request that the response be submitted to Council in writing at a future Meeting, as per *Section 4.22* of this bylaw.
- 4.26 Time for Inquiry on the Agenda - a Council Member Inquiry shall be added to the Meeting agenda under the heading "Council Member Inquiry" and only after a "Notice of Motion" is made to add to a future agenda.

COMMITTEE ESTABLISHMENT

- 4.27 Council may establish Committees, pursuant to the *Municipal Government Act*, as are necessary or advisable for the orderly and efficient handling of the affairs of the County and shall establish the Terms of Reference and termination of a Committee, when necessary.
- 4.28 Council will appoint the Members of each Council Committee by resolution, annually at the Organizational Meeting.
- 4.29 When making appointments, Council may appoint for any Committee an alternate who may serve as a voting member, in the absence of a regular Committee member.
- 4.30 Each Council Committee will select both a Chairperson and Vice-Chairperson, such selections to be made by majority vote of the Committee Members, annually, as soon as practical following the Organizational Meeting.
- 4.31 The Committee Meetings shall be conducted in accordance with the Terms of Reference, in the absence of a provision; the rules governing the procedures of Council shall prevail.
- 4.32 No audio recording is made of Committee Meetings.
- 4.33 Committee reports shall be forwarded to a Regular Council Meeting and shall be added to the Agenda in writing of the Regular Council Meeting. A Council Committee Member shall report on the Committee Meeting along with any recommendations the Committee may have for Council's consideration.
- 4.34 No action of a Committee shall be binding on the County, unless the power to take such action is expressly conferred on the Committee by legislation, Bylaw or resolution, in accordance with ***Policy Statement 01-16: Procedure and Transacting of Business by Council.***

PART FIVE: MEETINGS

All Meetings shall be open to the public and no person may be excluded up to the capacity limit of the Council Chambers, except for improper conduct as determined by the Chairperson.

ORGANIZATIONAL MEETING:

- 5.1 An Organizational Meeting of Council must be held annually within two weeks after the third Monday in October at a date and time set by Council, except in the year of a general election, when the Chief Administrative Officer shall determine the date and time for the Organizational Meeting.
- 5.2 At the Organizational Meeting, the Chief Administrative Officer shall take the position of Chairperson and call the Meeting to Order.
- 5.3 At the first Organizational Meeting of a Council term, all Councillors must take the Oath of Office before dealing with any matter of business, as prescribed by the *Oath of Office Act*, RSA 2000 after a general election.

- 5.4 Members of Council hold office from the beginning of the Organizational Meeting following a general election until immediately before the Organizational Meeting following the next general election, in accordance with the *Local Authorities Election Act*.
- 5.5 The Reeve and Deputy Reeve, as appointed from among the Council Members as set out in **Schedule "B": Organizational Meeting Election Procedures** and in accordance with **Policy Statement No. 01-02: Election of Reeve or Deputy Reeve from Council**, hold their appointment from immediately after the vote is announced and an Oath of Office is taken until immediately before the beginning of the next Organizational Meeting.
- 5.6 At the Organizational Meeting, Council shall establish, by resolution, for the forthcoming year:
 - 5.6.1 Set dates, time and place for Regular Council Meetings.
 - 5.6.2 Appointment of membership to all its Committees, and alternates to these Committees.
 - 5.6.3 Any such other related business as is required by the *Municipal Government Act*.

REGULAR MEETING:

- 5.7 Council shall hold Regular Meeting of Council in the Council Chambers on the dates, time and place established at the Organizational Meeting.
- 5.8 Notice of regularly scheduled Meetings need not be given.
- 5.9 If Council changes the date or time of a regularly scheduled Meeting, by resolution, the municipality must given at least 24 hours' notice of the change:
 - 5.9.1 To any Councillor not present at the Meeting at which the change was made.
 - 5.9.2 To the Public by advertising on Bulletin Board in the County Office, posting on the municipal web-site as soon as practicable after the information is available; and on Social Media vehicles.

COMBINED MEETINGS:

- 5.10 In a Combined Meeting:
 - 5.10.1 The Regular Public Hearing Portion, in accordance in Section 5.24, shall commence prior to the Regular Business of Council immediately following Consent Agenda and in accordance with **Schedule "E": Public Hearing Procedures**.
 - 5.10.2 Joint Council Meeting(s) in conjunction with another municipality shall be deemed as Regular or Special Meetings of Council; and motions passed by County Council at such Meetings shall be binding on the part of the County.

SPECIAL MEETINGS:

- 5.11 The Reeve may call a Special Meetings whenever the Reeve considers it appropriate to do so.
- 5.12 The Reeve shall call a Special Council Meeting, if the Reeve receives a written request for the Meeting, stating its purpose from the majority of the Council Members.
- 5.13 A Special Meeting shall be scheduled by the Chief Administrative Officer when required to do so by the Reeve or a majority of Councillors of Council.
- 5.14 A Special Council Meeting called under this Section of the Bylaw shall be held within fourteen (14) days after the date that the Reeve receives the request or any shorter period provided for by Bylaw.



- 5.15 The Reeve calls a Special Council Meeting by giving a least twenty-four (24) hours' notice in writing to each Council Member and the public stating the purpose of the hearing and the date, time and place at which it is to be held.
- 5.16 A Special Council Meeting may be held with less than twenty-four (24) hours' notice to all Council Members and without notice to the public if at least two-thirds (2/3) of the whole of Council agrees to this in writing before the beginning of the Meeting.
- 5.17 No business other than that stated in the notice shall be conducted at any Special Meeting of Council unless all the members of Council are present, in which case, by unanimous consent, any other business may be transacted.

COMMITTEE OF THE WHOLE

- 5.18 Council may hold a Committee of the Whole in the Council Chambers on the dates, time and place established by resolution, by Council to discuss a matter.
- 5.19 Committee may receive delegations and submissions and meet with other municipalities and other levels of government.
- 5.20 Committee of the Whole Meeting are informal and no bylaw or resolution shall be passed at a Meeting of Committee of the Whole, in accordance with **Policy Statement No. 01-16: Procedure and Transacting of Business by Council.**

OTHER COMMITTEE MEETINGS

- 5.21 Other Council Committees Meetings shall be held as formal Meetings established by resolution, by Council, in accordance with **Policy Statement No. 01-16: Procedure and Transacting of Business by Council.**

PUBLIC HEARINGS

- 5.22 A Public Hearing will be held during the regular County Council Meeting.
- 5.23 Members of the public or a representative may address Council on a matters pursuant to the *Municipal Government Act* or other matters which Council directs be considered at a Public Hearing. Planning matters will be in accordance with **Bylaw No. 1285-15: Public Hearing Procedures for Planning and Development Planning and Development.**
- 5.24 The Chairperson shall declare the Public Hearing in session and shall outline the Public Hearing Procedures, in accordance with **Schedule "E": Public Hearing Procedures.**
- 5.25 **Abstention:**
 - 5.25.1 A Councillor who was absent for all of a public statutory hearing on a proposed bylaw or resolution must not vote.
 - 5.25.2 A Councillor who was absent for part of a statutory hearing may choose not to vote.
 - 5.25.3 If a Councillor does not vote, the abstention must be recorded.

NOTICE PROVISIONS OF MEETINGS

- 5.26 For all Meetings requiring notice, as set out in **Policy Statement No. 01-04: Public Notice of Council and Council Committee Meeting;** the notice must:
 - 5.26.1 Members and the Public must received notice of all Meetings.
 - 5.26.2 be issued a minimum of twenty-four (24) hours prior to the Meeting date.
 - 5.26.3 be in writing and specify the time, date, location and purpose of the Meeting.
 - 5.26.4 be posted in the Smoky Lake County Administration Office Building.
 - 5.26.5 delivered, faxed or electronically mailed to each Member



- 5.26.6 give any other notification as requested by Council or the Committee.
- 5.26.7 be in accordance with the *Municipal Government Act*.
- 5.27 If a matter is not specified in the notice of a Special Meeting, it may not be dealt with unless all Members are present and a motion is passed by a majority to deal with the matter.
- 5.28 The Reeve may call a Special Meeting of Council, on short notice without giving notice to the public, provided Two-Thirds (2/3) of Members give written consent to holding the Meeting before the Meeting begins. This does not apply to Committees.

USE OF COUNCIL CHAMBERS

- 5.29 The Chief Administrative Officer and the Reeve may approve the use of Council Chambers for Meetings other than Meetings of Council, in accordance with ***Policy Statement No.01-30: Use of Council Chambers***.

CANCELLATION OF MEETINGS

- 5.30 **Regular Meeting:**
 - 5.30.1 May be cancelled by motion passed by the Council Members present at the Meeting held prior to the Meeting to be cancelled.
 - 5.30.2 If Council changes the date or time of a regularly scheduled meeting, the municipality must provide twenty-four (24) hours notice of the change to any Member of Council not present at which the change was made and to the public.
- 5.31 **Committee Meeting:**
 - 5.31.1 May be cancelled with a written consent of the majority and must give twenty-four (24) hours notice of the cancellation to all Members and the public.

PUBLIC QUESTION AND ANSWER PERIOD

- 5.32 A Council Public Question and Answer Period shall be held during each Regular Council Meeting between 11:30 a.m. to 12:00 noon.
- 5.33 The Public Question and Answer Period is intended primarily to provide residents of Smoky Lake County with the opportunity to raise with Council any questions or to follow-up on any issues they consider to be important.
- 5.34 The Chairperson shall acknowledge persons who wish to speak, encouraging the Public to feel comfortable, and shall promote respect for all questions raised and for all persons directly and indirectly implicated by the questions. All persons are requested to identify themselves by stating their name and address prior to asking questions.
- 5.35 Persons normally will present their questions in five (5) minutes or less. Another five (5) minutes may be accorded to questions of clarification and to answers from Councillors at the discretion of the Chairperson.
- 5.36 Supplementary questions from the public may be raised at the discretion of the Chairperson when: new information emerges, new developments occur with respect to the original matter, if the extended time does not prejudice the rights of other members of the public to raise their question(s), and if time permits.
- 5.37 The following matters shall not be discussed at a Public Question and Answer Period:
 - 5.37.1 Matters of a confidential nature as described in Section(s) 6.26 to 6.33 (Executive Session) of this Bylaw.
- 5.38 Unless specifically determined otherwise, Council commits to providing written response to questions not immediately answered to the satisfaction of the questioner during the Public Question and Answer Period, within 30 days to the date of the question, with copies to all Councillors.

- 5.39 Issues raised during the Public Question and Answer Period will be handled the following way:
 - 5.39.1 Council will not present motions relative to any question or issue raised by the public during the Public Question and Answer Period, unless Council unanimously consents to such action.
 - 5.39.2 Motions may then, at the discretion of Council, address these issues later in the agenda of the Council Meeting or at a future Meeting of Council.

DELEGATION(S)

- 5.40 Requests from persons or groups who wish to make a representation to Council shall be made to the Chief Administrative Officer at least five (5) working days prior to a regular Council Meeting, including the purpose of the request, the proposed presentation in writing, action requested of Council, if any, and an estimate of time required. The Chief Administrative Officer will determine the time allocated.
- 5.41 The allocation of Council's time to delegations is primarily intended to enable proposals for development to be put forward, to advocate policy action by Council or to make the case of interest of business or non-governmental organizations.
- 5.42 Matters raised by delegations shall be considered at Council's discretion, at a subsequent Meeting of Council, in order to enable research and to check evidence provided by delegations, unless Council unanimously deems otherwise.
- 5.43 The following matters shall not be discussed during a presentation of issues brought forward by a Delegation:
 - 5.43.1 Matters of a confidential nature as described in Section(s) 6.26 to 6.33 (Executive Session) of this Bylaw.

CONDUCT IN PUBLIC GALLERY

- 5.44 Persons within the public gallery, during a Meeting, shall:
 - 5.44.1 not address Council without permission,
 - 5.44.2 maintain order and quietness,
 - 5.44.3 not applaud or otherwise interrupt a speech or action of Council or other person addressing Council, and
 - 5.44.4 not engage in improper conduct as defined in Section 2 of this Bylaw.
- 5.45 The Reeve may order a member of the public, who disturbs or acts improperly at a Meeting by words or actions, to be expelled. The Reeve may request the Royal Canadian Mounted Police Service, if required, to remove the person.
- 5.46 Audio and/or videotape recordings are allowed in the Council Chambers, only if all equipment is completely silent and is operated in a manner that does not interfere with any person's ability to hear or observe the proceedings.
 - 5.46.1 Under no circumstances shall any recordings of Meetings made by the Public be considered as a formal record of the proceedings.

CONDUCT OF COUNCIL MEMBERS

- 5.47 A Council Member wishing to speak at a Meeting shall obtain the approval of the Chair before speaking.
- 5.48 When a Council Member is addressing the Chair, every other Member shall:
 - 5.48.1 remain quiet and seated,
 - 5.48.2 not interrupt the speaker, except on a Point of Order or Point of Procedure,
 - 5.48.3 not carry on a private conversation, and
 - 5.48.4 not cross between the speaker and the Chair.

- 5.49 A Council Member addressing the Meeting shall:
 - 5.49.1 not speak disrespectfully of Her Majesty the Queen, her official representatives or her government,
 - 5.49.2 not use offensive words in referring to other Members, staff or members of the public,
 - 5.49.3 not reflect on a vote except when moving to reconsider it, and shall not reflect on the motives of the Members who voted on the motion or the mover of the motion,
 - 5.49.4 not shout, use an immoderate tone of voice, profane, vulgar or offensive language, break the rules of Council, or disturb the proceedings,
 - 5.49.5 assume personal responsibility for a statement quoted and, upon request of the Members, shall give the source of the information.
- 5.50 A Member wishing to leave while a Meeting is in progress shall rise and await the permission of the Chair before leaving.
- 5.51 Subject to the *Municipal Government Act*, no Member shall leave his/her seat after a question is put to a vote until the vote is taken and declared.
- 5.52 A Member must be seated, remain seated and be silent from the time the vote is called for until the vote is declared.

PART SIX: GENERAL MEETING PROCEDURES

QUORUM

- 6.1 As soon as there is a Quorum of Councillors after the time fixed for the Meeting, the Reeve shall take the Chair and call the Meeting to order.
- 6.2 Unless Quorum is present within fifteen minutes after the time Appointed, the Meeting may, at the discretion of the Chair, stand adjourned until the next regular Meeting date or until a Special Meeting is called to deal with the matters intended to be dealt with at the adjourned Meeting. The Chief Administrative Officer shall record the names of the Councillors present at the expiration of the fifteen minutes time limit and such record shall be appended to the next Agenda. The only action that can legally be taken in the absence of Quorum is to fix the time to which to adjourn (if more than fifteen minutes is being allowed), adjourn, recess, or to take measures to obtain Quorum.
- 6.3 In the event that Quorum is lost after the Meeting is called to order, the Meeting shall be suspended until Quorum is obtained. If Quorum is not obtained within fifteen minutes, the Meeting shall stand adjourned.
- 6.4 If the Reeve or Deputy Reeve is not in attendance within fifteen minutes after the time appointed for a Meeting, and a quorum is present, the Chief Administrative Officer shall call the Meeting to order and a Chairperson shall be chosen by the Councillors present who shall preside during the Meeting until the arrival of the Reeve or Deputy Reeve.

VOTING

Voting - Requirement:

- 6.5 Every Councillor present, including the Reeve shall vote on every matter, unless required or permitted to abstain from voting under this or any other bylaw or enactment.
- 6.6 The Reeve shall ensure that all Councillors in attendance, who are not required or permitted to abstain from voting, are present in the Council Chamber when a motion is out to a vote.

- 6.7 A Councillor present at a Meeting shall request a recess if for any reason they may be away from Council Chambers during a time when a vote on a matter is imminent, unless that Councillor is excused from voting pursuant to this section.
- 6.8 The Chair will put the Motion to a vote by stating the Motion exactly as it was moved or amended, as applicable.
- 6.9 Votes shall be made by raising of hands or by verbally declaring as the Chair calls for those in favor or against. If participating in the Meeting by an electronic communication vehicle, a Councillor must vote verbally.
- 6.10 A Council Member has only one vote for each time a vote is held at a Meeting.
- 6.11 After the Chair declares the result of the vote, Councillors may not change their votes or recorded votes, if applicable.
- 6.12 Once the vote is carried, this is the decision of Council and shall be supported by all Council Members.

Voting - Declaring Results:

- 6.13 The Chair will declare the result of the vote.
 - 6.13.1 A motion shall be carried when a majority or other such required voting threshold of Council Members at a Meeting vote in favour of the motion.
 - 6.13.2 A motion shall be defeated (considered lost):
 - 6.13.2.1 when it does not receive the required number of votes, or
 - 6.13.2.2 when it receives a tie vote.

Voting - Calling the Question:

- 6.14 When a request is made by a Member for a vote to be taken on a motion during a debate (also known as Calling the Question), and the majority of Councillors present agree to do so, the motion and any amendments thereto shall be submitted to a vote immediately, without further debate.
- 6.15 When a Chair, having ascertained that no further information is required, commences to take a vote, no Councillors shall speak to or present another motion until the vote has been taken on such motion or amendment.
- 6.16 A Councillor who disagrees with the announcement made of the result of a vote may immediately object to the declaration and the vote shall be retaken.

Voting - Pecuniary Interest (Conflict):

- 6.17 Councillors who have a reasonable belief that they have a pecuniary interest (as defined in the *Municipal Government Act*) in any matter before Council, any committee of Council or any board, commission, committee or agency to which they are appointed as a representative of Council, shall, if present declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussion or voting on any question relating to the matter and shall remove themselves from Council Chambers until the matter is concluded.
- 6.18 A Council Member who has a Pecuniary Interest in a matter before Council shall:
 - 6.18.1 disclose the general nature of the Pecuniary Interest; and
 - 6.18.2 leave the Meeting before debate and return after the vote is declared.
- 6.19 A Council Member declaring a Pecuniary Interest is not considered part of the quorum for the item.
- 6.20 Pecuniary Interests are to be noted in the Meeting minutes stating the agenda item to which they pertain and the general nature of the interest disclosed.

- 6.21 Pecuniary Interests for Executive Session items are to be noted, however, the description is not required.

Voting - Recorded Vote:

- 6.22 Before a vote is taken by Council, a Councillor may request that the vote be recorded.
 - 6.22.1 When a vote is recorded, the minutes must indicate the names of each Councillor and whether they voted: for, against, abstained from voting, or were absent from the meeting.

Participation by Electronic Communication Technology

- 6.23 A Councillor may participate in a Meeting via **Electronic Communication Technology**, if determined to be reliable and capable of blocking out background noise.
 - 6.23.1 If a technical problem prevents or interrupts a Councillor's electronic participation in a Meeting, the minutes shall reflect the time at which the Councillor ceased to participate in the Meeting by reason of the technical problem.
 - 6.23.2 If such technical problem is later resolved and the Councillor is able to rejoin the Meeting by electronic means without a vote on a Motion having taken place during the interruption in the Councillor's participation, the minutes shall reflect the time at which the Councillor rejoined the Meeting.
 - 6.23.3 If electronic communication is interrupted during a Meeting and remains interrupted while a vote on a Motion is taken, the Councillor affected is deemed to have left the Meeting prior to the vote.

LEGAL ADVICE

- 6.24 Where a majority of the members present at a Council Meeting wish to receive legal advice in private, Council may recess for a period of time sufficient to receive legal advice.

EXECUTIVE SESSION:

- 6.25 Council and Council Committees may close all or part of Meetings to the Public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part One of the *Freedom of Information and Protection of Privacy Act* or it is permitted under the *Municipal Government Act*; and in accordance with **Policy Statement No.01-47: Executive Session at Council Meeting and Committee Meeting of Council**.
- 6.26 When a Meeting is closed to the Public, the Meeting may include any person or persons invited to attend by Council.
- 6.27 When a Meeting is closed to the Public, no resolution or Bylaw may be passed at the Meeting, except a resolution to revert to a Meeting held in public.
- 6.28 Items on the agenda that fall under "Executive Session" heading shall be approved by the Chief Administrative Officer and in accordance with the provisions of the *Municipal Government Act* and the *Freedom of Information and Protection of Privacy Act*.
 - 6.28.1 Provide a brief description of the topic.
 - 6.28.2 State the section of the *Freedom of Information and Protection of Privacy Act* and *Municipal Government Act*, which allows the topic to be discussed in an Executive Session.

- 6.29 A Council Member may make a motion to move in "Executive Session" which shall:
 - 6.29.1 be in accordance with the *Freedom of Information and Protection of Privacy Act* and *Municipal Government Act*;
 - 6.29.2 include the title or subject of the item to be discussed; and
 - 6.29.3 include the reason for the "Executive Session" Meeting.
- 6.30 In accordance with the *Municipal Government Act* and the *Freedom of Information and Protection of Privacy Act.*, all Members are required by law to keep in confidence matters discussed in Executive Session until the item is discussed at a Meeting held in Public.
- 6.31 No recording of any notes or minutes shall be taken during the discussion. The minutes shall reflect that a motion was made to move into an "Executive Session" and then another motion made to move out of an "Executive Session" and return to the open Meeting.
- 6.32 A Subdivision Authority, Development Authority or Subdivision and Development Appeal Board established under Part 17 of the *Municipal Government Act*, may deliberate and make its decisions in a Meeting closed to the public.

EMERGENT BUSINESS

- 6.33 A Council Member may move to discuss a matter of emergent business without prior notice. A motion to bring urgent or emergent business before a Council Meeting is subject to the following conditions:
 - 6.33.1 the matter proposed for discussion shall be a genuine urgent or emergent matter as defined in this Bylaw, or as determined by the Reeve or the CAO, and
 - 6.33.2 the matter shall not involve discussion of a matter which has been discussed previously in the same Meeting.

ADJOURNMENT

- 6.34 A Motion to Adjourn is a motion to bring the Meeting to an end.
- 6.35 A Regular Council Meeting shall adjourn no later than 4:00 p.m. unless there has been a motion passed by majority to extend the Council Meeting beyond 4:00 p.m.
- 6.36 The Meeting is considered adjourned when the number of Council Members is less than what is required for a quorum within fifteen (15) minutes following the end of a recess.
- 6.37 A motion to adjourn shall be put without comment, debate or amendment.
- 6.38 The Reeve may declare a Meeting adjourned once all matters on the agenda have been completed.

PART SEVEN: PARLIAMENTARY RULES

General Provisions on MOTIONS:

- 7.1 A recommendation to Council does not constitute a motion until a Councillor has expressly moved it.
- 7.2 No Council Member may speak more than three (3) minutes on each of the main motion, debate or amendments.
- 7.3 Any Councillor may require the motion under discussion to be read at any time during the debate, except when a Member is speaking.

- 7.4 A motion made must give sufficient detail so that the subject of the motion and any proposed action can be determined.
- 7.5 The mover of a motion must be present when the motion is voted on.
- 7.6 The Chief Administrative Officer shall, if requested, read the motion aloud for clarification, after it has been moved.
- 7.7 After a motion has been moved, prior to a vote, it is the property of the floor and may only be withdrawn by the mover with the unanimous consent of the Members present.
- 7.8 When the vote has been called on a motion, there shall be no further debate on the motion, except to repeat aloud the motion on the floor.
- 7.9 Once Council has dealt with any matter, a motion that would have a similar result may not be made.

NOTICE OF MOTION:

- 7.10 A Notice of Motion is when a Council Member undertakes to introduce a new matter for consideration by Council.
- 7.11 A Notice of Motion shall be submitted to the Legislative Services Clerk or the Chair in writing to be added to the next Meeting agenda.
- 7.12 A Notice of Motion must stand on its own and shall give sufficient detail so that the subject of the motion and any proposed action can be determined.
- 7.13 A Notice of Motion shall be given without discussion on the matter until such time as it is brought forward for discussion on a Council agenda. Any supporting documents may be distributed at the Meeting with the approval of the Chair.
- 7.14 A Notice of Motion shall not contain urgent or emergent business.

Governing Rules of Procedures:

- 7.15 When a motion has been made and the matter is under debate and being considered, no Member may make another motion except to the following Privileged Motions:
 - 7.15.1 **Amend** the motion.
 - 7.15.2 **Amend the amendment** to the motion.
 - 7.15.3 **Refer** the main motion.
 - 7.15.4 **Table** the main motion.
 - 7.15.5 Motion to **Reconsider**.
 - 7.15.6 Motion to **Rescind**.
 - 7.15.7 **Withdraw** the motion.
 - 7.15.8 Motion to **Recess**.
 - 7.15.9 Motion to **Adjourn**.
 - 7.15.10 Motion to **set the time for adjournment**.
 - 7.15.11 Motion to **Postpone Indefinitely**.
 - 7.15.12 Motion to **Postpone To A Definite Time**.
- Or to Raise:**
 - 7.15.13 Point of Privilege.
 - 7.15.14 Point of Order.
 - 7.15.15 Point of Information or
 - 7.15.16 Point of Procedure.

Motion to Amend:

- 7.16 Only one amendment at a time shall be presented to the main motion. When the amendment has been disposed of, another may be introduced. All amendments must relate to the matter being discussed in the main motion and shall not so substantially alter the motion so as to change the basic intent or meaning of the main motion. The Chairperson shall rule on the intent of the amendment.

- 7.17 The amendment shall be voted upon, and, if any amendment is carried, the main motion, as amended, shall be put to the vote, unless a further amendment is proposed.

Motion to Refer:

- 7.18 A Councillor may move to refer any main motion to the appropriate Council Committee or the Administration for investigation and report.
- 7.19 A referral motion is made without amendment except as to time.
- 7.20 A Member moving a referral motion shall include in the motion:
- 7.20.1 the reason and terms on which the motion is being referred,
 - 7.20.2 the time when the matter is to return; and
 - 7.20.3 to whom it is being referred and whatever explanation is necessary as to the purpose of the motion.
- 7.21 A motion to refer is debatable.

Motion to Lay on the Table:

- 7.22 Motion to Lay on the Table enables Council to lay the pending Question aside temporarily when something else of immediate urgency has arisen.
- 7.22.1 A Member moving a motion to table shall include in the tabling motion the time at the present Meeting at which the matter is to be tabled.
- 7.23 The motion to table is not debatable or amendable and, when passed, the Question may only be resurrected by a Motion to Lift from the Table. If the Question is not taken from the Table prior to the close of the Meeting, the Question dies.
- 7.24 A motion to table takes Precedence over other motions related to the item being tabled. All motions which have been moved and are related to the tabled motion, are tabled along with the main motion.

Motion to Lift From the Table:

- 7.25 A tabled item is brought back (lifted from the table) with all of the motions or amendments related to it, exactly as it was when laid on the table.
- 7.26 An item tabled without a set time to return must be lifted from the table before discussion.
- 7.27 A motion to lift from the table may be made, providing there is no other motion on the floor and:
- 7.27.2 is not debatable or amendable,
 - 7.27.3 if defeated, may only be made again after other business has intervened,
 - 7.27.4 if defeated, for the purpose of further information required, a Motion to Refer to a future date can be considered,
 - 7.27.5 requires a majority vote, and
 - 7.27.6 is at a Regular Meeting, but not at a Special Meeting, unless prior notice was given.

Motion to Reconsider:

- 7.28 A Motion to Reconsider a motion that has already been voted on:
- 7.28.1 shall be made by a Council Member who voted on the prevailing side of the motion in question,
 - 7.28.2 shall be made the same day the vote was taken on the motion in question, or added as a Notice of Motion at the next Meeting,
 - 7.28.3 is debatable and must be confined to reasons for or against reconsideration,
 - 7.28.4 may be postponed to a definite time,
 - 7.28.5 shall be decided by a two-third vote, and
 - 7.28.6 shall, if successful, immediately bring the previous matter to the floor.
- 7.29 The following motions or actions **cannot** be reconsidered:

- 7.29.1 A Motion which created a contractual liability or obligation shall not be reconsidered, altered, varied, revoked, rescinded or replaced, except to the extent that it does not attempt to avoid or interfere with the liability or obligation.
- 7.29.2 A Motion to adjourn, if adopted.
- 7.29.3 A Motion to close nominations.
- 7.29.4 A Point of Order, a Point of Procedure, a Point of Privilege or a Point of Information.
- 7.29.5 A Motion to recess, extend the time for recess, or change the time of a scheduled recess.
- 7.29.6 A Motion to suspend a provision of the Procedural Bylaw, if adopted.
- 7.29.7 A Motion to lift from the table, if adopted.
- 7.29.8 A Motion to bring forward, if adopted.
- 7.29.9 A Motion to adopt the Agenda.
- 7.29.10 Request for a recorded vote.
- 7.29.11 A Motion to table, if adopted.
- 7.29.12 Permission to withdraw a motion.
- 7.29.13 A Motion to rescind or abandon a bylaw, if adopted.
- 7.29.14 First and third readings of a bylaw.
- 7.29.15 A Motion to reconsider at the same Meeting.
- 7.30 Notwithstanding subsections (7.35 to 7.36), a motion which alters or rescinds a motion already passed is a reconsideration regardless of the passage of time.

Motion to Rescind:

- 7.31 A Motion to Rescind a previous motion may be accepted by the Chair and, if passed by a majority vote of the Members of Council present, the previous motion referred to would be declared null and void.
- 7.32 No Motion to Rescind may be made when a vote has caused an irrevocable action.

Motion to Withdraw:

- 7.33 A motion which has been accepted by the Chair, may be withdrawn by the Unanimous Consent of all the Members present without the requirement of a vote.
- 7.34 Once a motion is withdrawn, the effect is the same as if it had never been made.
- 7.35 However, if any objection to withdrawal is made, it is necessary to dispense of the motion by voting to pass or defeat it.

Motion to Recess:

- 7.36 A Motion to Recess may be made at any time and shall include a time to reconvene.
- 7.37 The Chair may declare a short recess with the intent to return to order after a short time.

Motion to Adjourn:

- 7.38 A Motion to Adjourn is a motion to bring a Meeting to an end.
- 7.39 A Member may move a motion to adjourn a Meeting at anytime, except when:
 - 7.39.1 another Member has the floor,
 - 7.39.2 a call for a vote has been made,
 - 7.39.3 the Members are voting, or
 - 7.39.4 a previous motion to adjourn has been defeated and no other intermediate proceeding has taken place.
- 7.40 A Motion to adjourn shall be put without comment, debate or amendment.

- 7.41 A Motion to Adjourn a Meeting requires a majority vote.
- 7.42 Upon completion of all items on the Agenda, the Chair may in the Absence of a motion to Adjourn, declare the Meeting adjourned.

Motion to Postpone Indefinitely:

- 7.43 A Motion to Postpone Indefinitely is debatable and debate may deal with the merits of the motion being postponed.
- 7.44 A motion to Postpone Indefinitely may only be brought back after:
 - 7.44.1 more than one (1) year from the date of the postponement.
 - 7.44.2 a general election; or
 - 7.44.3 a special resolution is passed allowing it to be brought back by two-thirds vote.

Motion to Postpone to a Definite Time:

- 7.45 A Motion to Postpone to a Definite Time shall include a date and time.
- 7.46 A Motion to Postpone to a Definite Time may be made at any time during debate.
- 7.47 A Motion to Postpone to a Definite Time is debatable as to advisability of the postponement and is amendable only as to the date and time specified.
- 7.48 If a motion is postponed to a definite time, it will take priority over all other unfinished business at that specified time, and cannot be brought back before that specified time without a Special Resolution.

POINT OF PRIVILEGE

- 7.49 A Council Member may raise a Point of Privilege at any time during the Meeting.
- 7.50 The Chair shall immediately decide whether to accept the Point of Privilege.
- 7.51 A Point of Privilege requests the Chair to rule on any matter related to the rights and privileges of Council or individual Council Members and include:
 - 7.51.1 organization or existence of Council,
 - 7.51.2 comfort of Council Members,
 - 7.51.3 conduct of Council Members, Administration or the public in attendance at the Meeting,
 - 7.51.4 accuracy of the reports of Council's proceedings, and
 - 7.51.5 reputation of Council, Council Members and the municipality in which they serve.
- 7.52 If the Point of Privilege is accepted, it shall be dealt with immediately.

POINT OF ORDER

- 7.53 When the Chair is called upon to decide a Point of Order:
 - 7.53.1 The Point shall be stated without unnecessary comment.
 - 7.53.2 The Chair shall state the rule or authority applicable.
- 7.54 As soon as the Chair acknowledges the Point of Order raised, the Council Member raising the Point may be granted permission by the Chair to explain if necessary.
- 7.55 Point of Order which requires immediate attention may interrupt a speaker and is not debatable or amendable.
- 7.56 The Chair shall immediately rule on the Point of Order.
- 7.57 The decision of the Chair shall be final unless a challenge is made pursuant to Section 4.14 to 4.18 of this Bylaw.

POINT OF INFORMATION OR PROCEDURE

- 7.58 When a Point of Information or Point of Procedure is raised it shall be considered immediately and the Chair shall answer or direct the point to the appropriate Member of the Administration for explanation.

DEBATE ON MOTIONS

- 7.59 Except as provided elsewhere in this Bylaw, the following motions are debatable:
 - 7.59.1 A motion for adoption or further consideration of a report.
 - 7.59.2 A motion for amendment to an amendable motion.
 - 7.59.3 A motion for second reading of a Bylaw.
 - 7.59.4 A motion for appointment or dissolution of a Committee.
 - 7.59.5 A motion to refer.
 - 7.60.6 Other motions made as part of routine proceedings and required for:
 - 7.60.6.1 Maintenance of Authority,
 - 7.60.6.2 Appointment or conduct of Council,
 - 7.60.6.3 Management of County Council business,
 - 7.60.6.4 Arrangement of proceedings,
 - 7.60.6.5 Correctness of records, or
 - 7.60.6.6 Corrections to dates and times of Council Meetings.
- 7.61 The Chair shall determine the speaking order when two or more Council Members want to speak.
- 7.62 Council Members shall address the Chair when speaking.
- 7.63 Each Council Member shall be given an opportunity to speak to a motion before it is put to a vote.
 - 7.63.1 No Council Member may speak twice on a motion unless granted leave by the Chair to do so.
- 7.64 The Chair shall leave the Chair to participate in the debate, unless debate from the Chair is expressly permitted by this Bylaw.
- 7.65 Council Members, who have the floor to speak by the Chair, may not be interrupted by other Council Members except for:
 - 7.65.1 Point of Privilege.
 - 7.65.2 Point of Information.
 - 7.65.3 Point of Order.
 - 7.65.4 Point of Procedure.
 - 7.65.5 Council Member has a Challenge to the Chair.
 - 7.65.6 By an objection to the consideration of a motion.
 - 7.65.7 Councillor is discussing a subject and not motion is on the floor.
 - 7.65.8 Councillor has exceeded the time limit to speak.

MOTIONS OUT OF ORDER

- 7.66 It is the duty of the Chair to determine what motions or amendments to motions are in order, subject to challenge by a Member, and to decline putting a motion to a vote that is deemed to be out of order.
- 7.67 The Chair shall advise the Meeting that a motion is out of order and shall cite the applicable rule or authority without further comment.
- 7.68 The Chair may refuse to accept a motion to refer that has the effect of defeating the motion being referred, e.g. time constraints.
- 7.69 The following motions are out of order:
 - 7.69.1 a motion, similar to a motion voted on in the previous six (6) months, without reconsidering the original motion,
 - 7.69.2 a motion contrary to law or a previous motion,
 - 7.69.3 a motion similar to an item which has been tabled,
 - 7.69.4 a motion to reconsider a motion to reconsider at the same Meeting,

- 7.69.5 a motion referring an item to a Committee, if the final report of the Committee is complete,
- 7.69.6 a motion which is out of scope of Council,
- 7.69.7 once a motion has been voted on, a similar motion may not be made for six (6) months without first reconsidering the original motion with a Two-Thirds (2/3) Vote, or
- 7.69.8 if a motion is contrary to the procedures and privileges, the Chair may refuse to accept it and shall cite the rule or authority applicable without other comment.

MOTION TO FILE

- 7.70 A Motion to File or Receive for Information is made to acknowledge an item, report or recommendation and have it placed in the Corporate Record for reference. No additional action is taken.

PART EIGHT: CORPORATE RECORDS

AGENDA:

- 8.1 The Agenda orders the business for a Meeting.
- 8.2 The Agenda listing the order of business for regular Meetings shall be prepared In accordance with **Policy Statement No. 01-16: Procedure and Transacting of Business by Council.**
- 8.3 Agenda items which have been tabled or referred to a specific Meeting may return only with a supplemental report, submission of which is the responsibility of Administration.
- 8.4 A Member of Council may bring forward an item of urgent or emergent business that cannot wait to be included on the next Regular Council Agenda. The Council Member shall supply information to Council and/or Administration by handout or electronic mail prior to the Regular Council Meeting. This shall be known as "Urgent/Emergent Business" Issue, not a Notice of Motion. This information shall be distributed after the item has been accepted as an addition to the agenda and include the matter, brief detail and recommendation around the matter.
- 8.5 Council shall vote to adopt the agenda prior to transacting other business and may:
 - 8.5.1 Add new items as set out in this Bylaw, including reports that were to be distributed when available, to the agenda.
 - 8.5.2 Delete or defer any matter from the agenda by majority vote.
- 8.6 The agenda will be available to Council, public and media on the day of the Regular Council Meeting, unless otherwise stated in **Policy Statement No. 01-16: Procedure and Transacting of Business by Council.**

MINUTES

- 8.7 Minutes will be prepared for every Meeting in accordance with the *Municipal Government Act* and distribute a copy to each Council Member in a subsequent agenda for adoption at the Meeting.
- 8.8 The preparation and distribution of Minutes of Council Meetings shall be the responsibility of the Chief Administrative Officer.
- 8.9 All motions by Council, including a motion number shall be recorded.



- 8.10 Minutes of Council Meetings will be recorded in the English language, without note or comment and shall include:
- 8.10.1 the names of the Council members present at, and absent from the Meeting,
 - 8.10.2 the names of the Council members that arrive late, leave before the Meeting is adjourned, or is temporarily absent from the Meeting,
 - 8.10.3 any abstentions made under the *Municipal Government Act* by any Council member and the reason for the abstention,
 - 8.10.4 signatures of the Chair and the Chief Administrative Officer after adoption,
 - 8.10.5 a record of the names of the Council members voting on a challenge to the ruling of the Reeve, as per Section 4.14 to 4.18 of this Bylaw,
 - 8.10.6 the identity of each Councillor and whether they voted for, against or were absent from the meeting when a recorded vote is taken,
 - 8.10.7 any "Pecuniary Interest" declaration of disclosure, as described in Section 6.18 of this bylaw, and the times at which the Councillor left as well as the time at which they returned to the meeting room, in accordance with the *Municipal Government Act*,
 - 8.10.8 the names of persons who have spoken for or against a matter considered at a Public Hearing and summary nature of the comments,
 - 8.10.9 the matter questioned and the name of questioner arising from "Public Question and Answer Period" as described in Section(s) 5.32 to 5.39.2 of this bylaw,
 - 8.10.10 the distribution of additional material authorized by the Reeve and/or Chief Administrative Officer to be distributed to Council and to form part of the Corporate Record, and
 - 8.10.11 the Section(s) of the *Freedom of Information and Protection of Privacy Act* that apply to an item being discussed in "Executive Session".
- 8.11 The Legislative Services Clerk shall make an audio-recording (a Recording) of all Regular Council Meetings, however Meetings held in executive session, are not audio-recorded.
- 8.12 The Legislative Services Clerk must retain all audio-recordings of Meetings for four years from the date of the regular Council Meeting.
- 8.13 A Member may make a motion requesting that the Minutes be amended to correct an inaccuracy or omission, however, the Legislative Services Clerk shall be advised of the challenge to the Minutes before the Regular Meeting at which they are officially confirmed, to allow the Legislative Services Clerk to review the Recording of that Meeting.
- 8.14 If a Member questions the accuracy of a portion of the Minutes of a Regular Meeting, the re-playable audio-recording of that Meeting shall be used to decide the accuracy.
- 8.15 Minutes shall be made available to the public by posting them on the County's website as soon as practicable following adoption.
- 8.16 No Member may introduce extraneous evidence to support a challenge to the accuracy of the Minutes unless the evidence has been compiled or made under the direction or control of the Legislative Service Clerk.

ADOPTION OF THE MINUTES

- 8.17 The minutes of each Meeting shall be circulated prior to the Meeting at which they are to be adopted;
- 8.17.2 if there are no errors or omissions, Council must adopt the minutes as presented by a majority of vote, or
 - 8.17.1 if there are errors or omissions, Council shall pass a motion to amend the minutes and adopt the minutes as amended; only minor changes may be made to correct errors in grammar, spelling and punctuation or to correct the omission of a word necessary to the meaning or continuity of a sentence, no change shall be allowed which would alter or affect the intent and the actual decision made by Council.

RETENTION AND STORAGE OF MINUTES

- 8.18 Regular Council Meeting minutes shall be retained permanently by the municipality in the original form in a safe and secure place in accordance with the *Municipal Government Act*.

CORPORATE SEAL

- 8.19 The Chief Administrative Officer shall have custody of the Corporate Seal and shall be held in a safe and secure location in accordance with the *Municipal Government Act*.
- 8.20 The Corporate Seal shall only be used under the direction of the Chief Administrative Officer as prima facie evidence that the County has assented to those documents to which the seal is affixed.
- 8.21 The Impression of the Corporate Seal shall be affixed to the following documents:
 - 8.21.1 All Bylaws of the County signed by the Reeve, Deputy Reeve or Acting Reeve, and the Chief Administrative Officer or the Assistant Chief Administrative Officer presiding at the Meeting at which the bylaw was given third reading.
 - 8.21.2 Debentures issued by the County and signed by the Reeve and Chief Administrative Officer or other designated officer.
 - 8.21.3 Certificates of registration of debentures signed by the Chief Administrative Officer or other designated officer.
 - 8.21.4 Contracts signed by the Chief Administrative Officer and/or Reeve or other designated officer.
 - 8.21.5 Papers certified by the Chief Administrative Officer as being true copies of original documents held in the Smoky Lake County Office.
 - 8.21.6 Such other papers or documents which, in the opinion of the Chief Administrative Officer, warrant the seal to be affixed.

COUNTY CORPORATE RECORDS

- 8.22 A copy of any bylaw, resolution or record certified by the Chief Administrative Officer as a true copy of the original is prima facie proof of the bylaw, resolution or record.

PART NINE: BYLAWS

BYLAWS ON THE AGENDA

- 9.1 When a Bylaw is presented to Council for consideration, the Chief Administrative Officer shall ensure that the number and the title of the Bylaw are added to the agenda and that the Bylaw in its entirety is attached to the agenda topic.

READINGS OF BYLAW

- 9.2 Every proposed Bylaw shall have three (3) separate and distinct readings. Only the title or identifying number shall be read at each reading.
- 9.3 A proposed Bylaw shall be introduced to Council by a motion of first reading and read a first time.
The following applies at First Reading:

- 9.3.1 Council may hear an introduction of the proposed Bylaw from Administration,
 - 9.3.2 Council shall vote on the motion for first reading of a Bylaw without amendment or debate; and
 - 9.3.3 After first reading, a Council Member may ask a question concerning the Bylaw.
- 9.4 A Bylaw shall be introduced for second reading by a motion that the Bylaw be read a second time.
- The following applies at Second Reading:
- 9.4.1 Council may debate the substance of the Bylaw,
 - 9.4.2 Council may propose and consider amendments to the Bylaw,
 - 9.4.3 a Council Member may request all or a portion of the Bylaw to be read verbatim, and
 - 9.4.4 Council may by motion refer the Bylaw to Administration for further information prior to second reading.
- 9.5 A Bylaw shall not be given more than two (2) readings at one (1) Meeting, unless all Councillors present unanimously agree to a motion authorizing the consent for third reading.
- 9.6 A Bylaw shall be introduced for third reading by a motion that the Bylaw be read a third and final time. Council shall vote on the motion without amendment or debate.
- 9.7 If a reading of a proposed Bylaw fails, the previous reading(s) are rescinded and the proposed Bylaw is deemed to be abandoned.
- 9.8 Subject to the Land Use Bylaw, failure of a reading of a proposed Bylaw revising the Land Use Bylaw will not prevent the introduction of another proposed Bylaw with similar terms and effect.
- 9.9 In accordance with the *Municipal Government Act*, if a Bylaw does not receive third reading within two (2) years from the date of the first reading, the readings are deemed to have been rescinded and the Bylaw is deemed to be abandoned.

AMENDMENTS TO BYLAW

- 9.10 The Legislative Services Clerk shall be responsible for keeping a record of all Bylaws, including amendments, in the County's Bylaw Index, and shall update the Bylaw Index after each Regular Council Meeting as required.
- 9.11 Any amendments to the Bylaw which are carried prior to the motion for third reading being put forward shall be considered to have been given first and second reading and shall be incorporated into the proposed Bylaw.
- 9.12 When all Amendments have been accepted or rejected, a vote on second reading of a Bylaw, as amended, shall be called.
- 9.13 A Bylaw shall be signed by the Reeve or Deputy Reeve in the Reeve's absence, provided the Reeve or Deputy Reeve were in attendance at which the Bylaw was given third reading, and by the Chief Administrative Officer or Assistant Chief Administrative Officer, provided the Chief Administrative Officer or Assistant Chief Administrative Officer were in attendance at which the Bylaw was given third reading, and shall be impressed with the corporate seal of Smoky Lake County.
- 9.14 The Legislative Services Clerk may consolidate a Bylaw by incorporating all amendments to it into one Bylaw.

PART TEN: AMENDMENTS AND ENFORCEMENT

10.1 REPEAL

That Bylaw NO. 1303-17, known as the "*The Procedural Bylaw*" be and is hereby repealed.

10.2 To amend or repeal this Bylaw, Council must pass a bylaw at a regular or special Meeting of Council at which all Councillors are present.

10.3 SEVERABILITY

It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is deemed valid and enforceable.

10.4 NUMBER AND GENDER REFERENCES

All references in this bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

10.5 EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

Read a First time this 24th day of June, 2021.

Read a Second time this 24th day of June, 2021.

Read a Third and Final time this 24th day of June, 2021 and finally passed.


REEVE

S E A L


CHIEF ADMINISTRATIVE OFFICER



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Schedule “B”

ORGANIZATIONAL MEETING ELECTION PROCEDURES

1. Election of Reeve and Deputy Reeve

These procedures shall be used for the Election of Reeve and Deputy Reeve of County Council.

2. Election Procedures

- 2.1 Prior to nominations being received, each member of Council shall be given the opportunity to speak, indicating his/her intent for seeking nomination for the position of Reeve and Deputy Reeve or other general comments.
- 2.2 Nominations for Reeve shall be received by the Chief Administrative Officer. Seconders to nominations are not required. Councillors may volunteer/self-nominate.
- 2.3 The Chief Administrative Officer shall call **three times for nominations** for Reeve. Following the third call, a Motion is required by majority vote to approve that **nominations cease** – to close nominations.
- 2.4 Ask each person nominated, in reverse order of nomination, whether he or she will stand for the position.
- 2.5 Any members of Council who does not wish to be considered for the position of Reeve or Deputy Reeve may, at any time prior to voting, withdraw his or her name.
- 2.6 If more than one nominee allows his or her name to stand, an election is held.

Position for Reeve:

- 2.7 If only one nomination is received for the position for Reeve that nominee shall be declared elected by acclamation by the Chief Administrative Officer.
- 2.8 When there is more than one nomination for Reeve, the Chief Administrative Officer shall appoint two election officers whose duty will be to distribute and tabulate ballots for voting purposes.
- 2.9 Voting shall be by ballot, each member receiving one ballot, entering the name of the candidate of choice.
- 2.10 Each candidate shall be given up to 3 minutes to address Council.
- 2.11 At the conclusion of the candidates’ addresses, members of Council who have not been nominated for the position shall be given the opportunity to question the candidates.
- 2.12 All balloting shall be conducted by **secret ballot**.
- 2.13 Each member of Council shall mark an “X” on the ballot opposite the name of the person for whom the Candidate is voting. Alternatively, the Chief Administrative Officer will ask that each member of Council write the name of the person for whom the Councillor is voting on a blank sheet of paper of equal size and of the same colour and texture.
- 2.14 All ballots shall be counted and tabulated by the two election officers appointed by the Chief Administrative Officer.

- 2.14.1 Results are announced, the winner being the candidate that receives the majority (50% plus one) of votes cast.
- 2.14.2 If no candidate receives a majority, then the candidate with the least number of votes received is dropped from the list and a second vote is taken. This process continues with subsequent votes until a candidate with clear majority emerges.
- 2.14.3 If no nominee allows his or her name to stand, then there will be no candidates for election or acclamation. In this case, nominations can be reopened and solicited from the floor. Again, if only one person stands, he or she is acclaimed.

- 2.15 If, on any ballot, a member of Council receives a clear majority of votes from those Councillors of Council present, there shall be no further votes taken.
- 2.16 If a tie vote occurs where there are only two Councillors remaining on the ballot, one further ballot shall be taken. Prior to this vote being taken, each candidate shall be given the opportunity to speak.
- 2.17 When there are two Councillors remaining on the ballot and a tie vote is not broken by a subsequent ballot, the election shall be determined as outlined in ***Policy Statement No 01-02: Election of Reeve or Deputy Reeve from Council.***
- 2.18 At the close of the election, ballots should be disposed of at the direction of a motion by Council.
- 2.19 The Chief Administrative Office declares the position of Reeve and an Oath of Office is conducted.
- 2.20 The Reeve assumes the Chair and calls for the election of the Deputy Reeve.

Position for Deputy Reeve:

- 2.21 The same Election Procedures shall be applied to the Election of Deputy Reeve.

3. COUNCIL COMMITTEE - Election of Chairperson and Vice-Chairperson

- 3.1 Each Committee, using the Chief Administrative Officer for Council Committees or for other Committees a representative of the Administration in the Chair, shall meet as soon as possible after appointment to elect a Chairperson and Vice-Chairperson.
- 3.2 The following procedure shall be used:
 - 3.2.1 Call for nominations, three times.
 - 3.2.2 Declaration to close nominations.
 - 3.2.3 Ballot for office, if required.
 - 3.2.4 Declaration by the Chief Administrative Officer or representative of Administration of the Chair; and
 - 3.2.5 Chair assumes the Meeting and calls for the election of the Vice-Chair using the above process.
- 3.3 The Chairperson shall preside at every Meeting and vote on all motions.
- 3.4 If further clarification is required on the Election of Chairperson and Vice-Chairperson, the Procedural Bylaw – ***Schedule “B”: Organizational Meeting Election Procedures*** shall be followed.

FUNCTIONS OF REEVE



The following functions do not supersede the *Municipal Government Act* or any other Act of the Legislature of Alberta.

The **REEVE** shall, in addition to the duties of Chairperson:

1. Recognized publicly as the first among equals on Council and as the Chief Elected leader of the Community.
2. Chairperson of Council and shall chair all Public Meetings.
3. Perform the duties and satisfy the responsibilities assigned to the position by all relevant Legislation, and as the liaison with all level of government.
4. Provide leadership and initiative to Council in the development, formulation, and execution of policies and programs in response to community needs.
5. Ensure that Council is kept aware of the Reeve's decisions made on Council's behalf.
6. Keep informed of the performance and effectiveness of the County Administration in performance of their duties.
7. Ex-officio member on various boards and committees.
8. The Reeve shall act as the primary spokesperson of Council in:
 - 8.1 as the consensus seeker amongst members of Council.
 - 8.2 communicating Council policy decisions to the media and the public and presenting the reasons for the decisions.
 - 8.3 representing Council on ceremonial occasions or occasions where the County formally extends its hospitality.
 - 8.4 promoting co-operation, understanding, and support of municipal needs with local boards and agencies, and the Provincial and Federal Governments.
 - 8.5 representing Council in providing direction and leadership to the Chief Administrative Officer, including matters of interpretation of policy, Council decisions, advice on Council's needs and wishes, and political insight on proposed plans and programs.
 - 8.6 promoting co-operation and understanding between Council and the Chief Administrative Officer.
 - 8.7 establishing and maintaining co-operation and understanding with other municipalities regarding areas of common interest.
 - 8.8 liaison with senior staff.
9. Recipient of telephone and letter complaints from the public.
10. May act from time to time as a confidant and advisor to other members of Council vis-à-vis personal issues.

The **DEPUTY REEVE** will assume this role if the Reeve is not available.

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Schedule “D”

FUNCTIONS OF ELECTED OFFICIALS



The following functions do not supersede the *Municipal Government Act* or any other Act of the Legislature of Alberta.

The members of Council, including the Reeve, have these statutory responsibilities:

1. To consider the well - being and interests of the municipality as a whole and, to bring to Council's attention anything that would promote the welfare or interest of the municipality and its community.
2. To contribute to the development and evaluation of the policies and programs of the municipality respecting its services and other activities.
3. To preside and participate in Council Meetings, committee Meetings and Meetings of other bodies to which the member is appointed by the Council.
4. To carry out other duties or function assigned by the Council.
5. Provide leadership – set the course – determine the civic priorities, and understand the legislation and follow it.
6. Communicating information to Council.
7. Establish the Policies and Bylaws necessary to put Council decisions into action and to guide the activities and action of Administration.
8. Keep in confidence matters discussed in private at a Council Meeting or Committee Meeting until discussed at a Meeting held in public.
9. To obtain information about the operation or administration of the municipality from the Chief Administrative Officer.
10. Determine the appropriate level of authority to be delegated to the Chief Administrative Officer and Management and adhere to it.

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Schedule “E”

PUBLIC HEARING PROCEDURES	
When the <i>Municipal Government Act</i>, or any other act, requires Council to hold a public hearing, the public hearing must be held, unless another enactment specifies otherwise. In accordance with Section 230 of the <i>Municipal Government Act</i>, a Public Hearing: (a) must hear from person(s), group of persons or person representing them, who claims to be affected by the proposed bylaw or resolution and who has complied with the procedures outlined by Council; and (b) may hear from another person(s) who wishes to make representations and whom Council wishes to hear.	
STATUTORY REQUIREMENTS	
Statutory Requirements	Council will hold a public hearing on a proposed bylaw or resolution, the public hearing must be held, unless another enactment specifies otherwise, ■ before second reading of the bylaw, or ■ before Council votes on the resolution.
Advertising	Notice of the public hearing regarding a bylaw or resolution must be (a) published at least once a week for 2 consecutive weeks in at least one (1) newspaper or other publication circulating in the area to which the proposed bylaw relates, or in which the hearing is to be held. Notice of a Public Hearing must be advertised at least five (5) days before the Public Hearing occurs.
Notice	Notice of the must contain (1) a statement of the general purpose of the proposed public hearing, (2) the address where a copy of the proposed bylaw and any document relating to it or the public hearing may be inspected, and (3) the date, time and place where the public hearing will be held. Schedule “E” – APPENDIX E.1: PUBLIC HEARING PROCEDURES – NOTICE.
PUBLIC HEARING PROCEDURES	
CALL TO ORDER	- Chair / Vice-Chair to call the public hearing to order. - Chair may introduce all Members of Council and Administrative Staff.
Explanation	Chair to advise those present that: - The Council is here to listen to the information presented, and to make a decision on the matter that is the subject of the hearing. - This is a formal hearing and is not a debate. Everyone wishing to speak will be given an opportunity to speak once to the matter. - All persons wishing to be heard at this public hearing should sign in on the sign in sheet (in the foyer) giving their name. Schedule “E” – APPENDIX E.2: PUBLIC HEARING PROCEDURES – SIGN-IN SHEET. - The Chair shall call upon those individuals who have pre-registered on the sign-in sheet giving their names will speak first. - Persons who do not sign in shall speak only after all those who signed in have given their presentations. We ask that anyone who wishes to speak but has not yet signed in, please sign in now. - An individual who does not identify himself or herself will not be given the opportunity to speak. - Public Hearing Presentations: - those speaking in support (in favour); - those speaking opposed (against); and - follow up questions from Members; - questions of the Administration from Members. - Presenters are to stay within a ten (10) minute time limit on the presentation, and are encouraged when speaking to keep the presentation to the point, and refrain from restating points raised by previous speakers if possible. - We would ask each presenter to first state their name, address and their interest in this matter, including whether in favour (support) or against (non-support).
OATH	Should a Councillor of the Public Hearing feel is it necessary that persons presenting information take an Oath. Schedule “E” – APPENDIX E.4: PUBLIC HEARING PROCEDURES – OATH, shall serve as an example.



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PUBLIC HEARING TO COMMENCE	<i>Schedule “E” – APPENDIX E.3: PUBLIC HEARING PROCEDURES – REEVE’S SCRIPT FOR PUBLIC HEARING,</i> shall serve as an outline. 1. Chair to call on the Chief Administrative Officer or designated staff member to introduce the subject (or Bylaw) of the hearing: ■ as per the notice of advertising. ■ given reference to any file #'s, legal description, names 2. Chair to call on the Chief Administrative Officer or designate to read any relevant correspondence received. 3. Chair and Members of Council may ask for clarification relating to the subject (or bylaw).
PRESENTATIONS	1. Chair to call on any individual(s) present to speak to the proposed subject (or Bylaw), as follows: 1.1 Applicant(s) those in favor will speak first, followed by Appellant(s) those opposed, followed by those who feel they are affected by the topic of the hearing. 1.2 after a person has spoken, any Member may ask that speaker relevant questions. 1.3 any Member may ask the Administration relevant questions after all persons who wish to speak have been heard. 2. Chair and members of Council may call on technical and administrative staff to provide information/clarification for Council.
WHEN NO SPEAKER PRESENT	1. If no one is present to speak to a proposed subject (or bylaw) which requires a statutory hearing, Council may hear an introduction of the matter from the Administration, ask relevant questions, and then must vote to close the public hearing. 2. If a person is unable to attend a hearing, that person may authorize an individual to speak on his or her behalf. The authorization must: 2.1 be in writing; 2.2 name the individual authorized to speak; 2.3 indicate the proposed topic to be spoken to; and 2.4 be signed by the person giving the authorization.
FINAL COMMENTS	1. Chair may invite applicant to make final comments of no more than five (5) Minutes. 2. Council must allow an opportunity to all persons to respond to any new information that has arisen.
CLOSE OF HEARING	1. Chair or any Councillor may then move that “The Public Hearing be adjourned”. 2. Chair announces that this concludes the public hearing.
COUNCIL DECISION	1. Following the conclusion of the public hearing, Council will discuss comments made by the public and render a decision on the subject (or bylaw). 2. After the close of the public hearing, Council may debate the proposed subject (or bylaw) and may: 2.1 pass the bylaw or resolution, or 2.2 defeat the bylaw or resolution, 2.3 direct the Administration to amend the bylaw or resolution. it considers necessary and proceed to pass it without further advertisement or hearing, 2.4 Defer consideration of the bylaw or resolution to a future Meeting of Council, No further public comment can be received.

Schedule "E" – Appendix E.1

PUBLIC HEARING PROCEDURES
NOTICE



SMOKY LAKE COUNTY
PUBLIC HEARING - PROPOSED BYLAW _____ : _____
DATE AND TIME

PUBLIC NOTICE

Take notice that the Council of Smoky Lake County is proposing to pass a bylaw pursuant to Section 692 of the Municipal Government Act.

The purpose of this Public Hearing is to obtain public input on proposed **Bylaw No.** _____.

Being a Bylaw for the purpose of: _____

Details: *Insert (Picture - If available)*

The Public Hearing will be held as follows:

Date: Month, Day, Year

Time: 9:15 a.m.

Location: Smoky Lake County Council Chambers

Address: 4612 McDougall Drive, Smoky Lake, Alberta
P.O. Box 310, Smoky Lake, Alberta T0A 3C0

Anyone who is interested in speaking on the proposed bylaw is encouraged to attend the public hearing, or alternatively present a written submission at the Smoky Lake County Office prior to **12:00 p.m. (noon) on Month, Day, Year.**

A copy of the proposed bylaw can be obtained at the Smoky Lake County Office during normal business hours: Monday through Friday from 8:00 a.m. to 4:00 p.m. or on the County's website. For further information please contact Name, Department at 780-656-3730.

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

Name: _____
Chief Administrative Officer
Smoky Lake County

A handwritten signature in black ink, appearing to be a stylized 'C' or 'S' followed by a flourish.

Bylaw 1400-21 Procedural Bylaw | Page - 85



Schedule “E” – Appendix E.3

PUBLIC HEARING PROCEDURES REEVE'S SCRIPT FOR PUBLIC HEARING		
SMOKY LAKE COUNTY PUBLIC HEARING - PROPOSED BYLAW _____ : _____ DATE AND TIME		
Action	✓	Statements
1.0 Opening		
Reeve		I declare the Public Hearing open at _____. (any time after 9:15 a.m. <u>not</u> before) Procedure Outline: 1. The Council is here to listen to the information presented, and to make decision on the matter that is the subject of the hearing. 2. This is a formal hearing and is not a debate. Everyone wishing to speak will be given an opportunity to speak once to the matter. 3. All persons wishing to be heard at this public hearing <u>should</u> sign in on the sign in sheet (located on the table at the front of the Council Chambers) giving their name and address. 4. The Chair shall call upon those individuals who have pre-registered on the sign-in sheet giving their names will speak first. 5. Persons who do not sign in shall speak only after all those who signed in have given their presentations. We ask that anyone who wishes to speak but has not yet signed in, please sign in now. 6. An individual who does not identify himself or herself will not be given the opportunity to speak. 7. Public Hearing Presentations – will proceed as follows: 7.1 those speaking in support (in favour); 7.2 those speaking opposed (against); 7.3 follow up questions from Members; 7.4 questions of the Administration from Members. 8. Councillors will be given the opportunity to ask questions, 9. Council will then end the Hearing and consider the information received at the public hearing, 10. Only Councillors may ask questions of speakers during the Hearing. If any persons wish to ask questions of a speaker, they must ask Council to ask the question on their behalf during their presentation, and Council will only ask the question if a Councillor wishes to have an answer.
Reeve		I would, at this time, ask the CAO to confirm whether or not this Public Hearing has been advertised and notice has been provided in accordance with the applicable legislation.
CAO		Yes, it has Mr. Chairman.
2.0 Staff Presentation		
Reeve		I ask the CAO to summarize the purpose of the Hearing.
CAO		The purpose of this hearing is for the Council of Smoky Lake County to obtain public input, in favour and opposed to proposed Bylaw _____: _____.



3.0 Public Presentation: Written Submissions		
Reeve		Before hearing from the public present today, I ask the CAO to advise of any written submissions received.
CAO		No or Yes. (Read all written submissions into record). Name and Date.
Reeve		Does Council have any questions or points of clarification they wish to ask of the CAO and/or staff?
4.0 Public Presentation: At the Public Hearing		
Reeve		I will now call upon persons signed up on the sign-in sheet whom are in favour (in support) to the proposed bylaw. Please state your <u>name</u> for the record. Please note that each party wishing to speak will have only one opportunity to do so, and their time will be limited to 10 minutes. Council Members may ask presenters questions for the purpose of clarifying the speaker's comments. Council will not debate this matter during the hearing.
Reeve		Does Council have any questions or points of clarification? After each speaker
Reeve		I will now call upon persons signed up on the sign-in sheet whom are against (opposed) to the proposed bylaw. Please state your <u>name</u> for the record. Please note that each party wishing to speak will have only one opportunity to do so, and their time will be limited to 10 minutes. Council Members may ask presenters questions for the purpose of clarifying the speaker's comments. Council will not debate this matter during the hearing.
Reeve		Does Council have any questions or points of clarification? After each speaker
Reeve		Is there anyone else who has not spoken and wishes to speak? Is there any final comments from the Presenters? Applicant(s): Responds The time will be limited to 5 minutes.
Reeve		Does Council have any further questions or points of clarification?
5.0 Questions and Answers:		
Reeve		At this time, do any members of Council have any additional questions of any speaker or staff?
6.0 Closing Remarks:		
Reeve		There being no further presentations. I would like to thank all presenters for their comments. Council will take your comments into consideration when deciding on this matter and will render a decision as soon as possible. I declare the public hearing on proposed bylaw _____ closed at _____.

Bylaw 1400-21 Procedural Bylaw | Page - 88

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SMOKY LAKE COUNTY



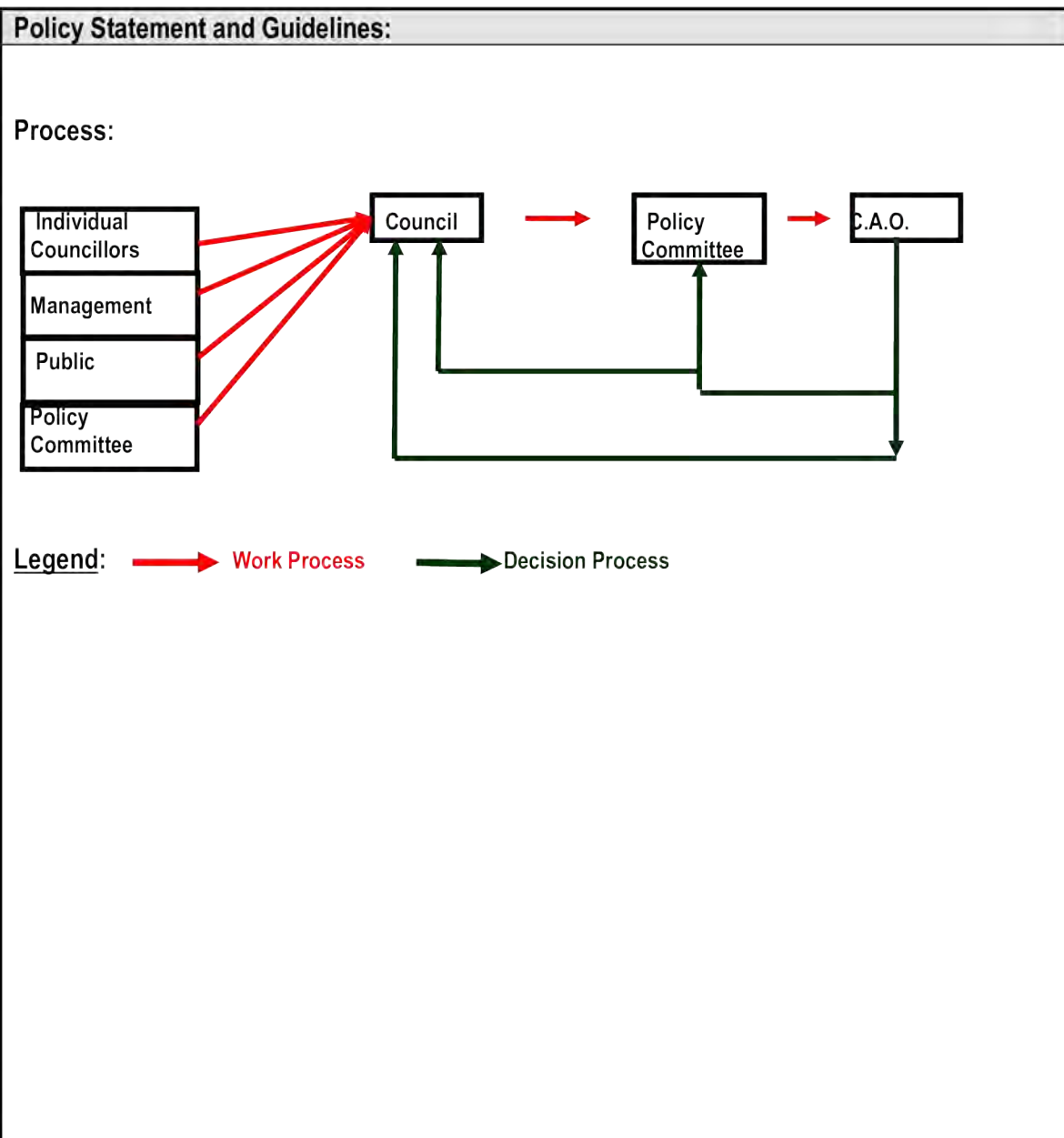
Title: Policy Committee: Terms of Reference		Policy No.: 22-01
Section: 01	Code:	Page No.: 1 of 2

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	Policy Committee aims to affirm and strengthen council's and management's leadership, and to provide continuity for the governance of the municipality's affairs.
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Policy Statement and Guidelines:	
Membership:	The Policy Committee consists of two elected officials, one representative of senior management, and other management, council members, or external experts as may be deemed necessary for specific issues by the committee. The Policy Committee will meet normally once a month.
Function:	1. To anticipate, initiate and design new policies of the environmental, social, economic, and legislative direction in the community. 2. To review regularly the existing policies of the municipality. 3. To consult with other management, council members, or external experts, and the public; as may be deemed necessary by the committee. 4. To enhance the communication with the citizens in regards to policy related matters of the Smoky Lake County.

Title: Policy Committee: Terms of Reference		Policy No.: 22-01
Section: 01	Code:	Page No.: 2 of 2



	Date	Resolution Number
Approved	November 21, 2005	# 109-05 - Page 8050
Rescinded	November 14, 2024	# 97-24
Amended		

SMOKY LAKE COUNTY



Title: Government Relations Committee: Terms of Reference	Policy No.: 23-02
Section: 01	Code: P-S
	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	Government Relations Committee is established by County Council. Appointments to the Government Relations Committee are made at the County Organizational Meeting.
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Policy Statement and Guidelines:	
1. MEMBERSHIP:	
1.1	Reeve, Deputy Reeve and Councillors.
1.2	Quorum shall be established as three (3).
2. MANDATE:	
2.1	Address and advance municipal issues and priorities with elected officials and departments at other orders of government.
2.2	Recommend to Council, an annual and 4-year Advocacy Plan or Government Relations Plan to:
2.2.1	Implement the County's Strategic Plan and advocacy priorities.
2.2.2	Contribute to budget planning.
2.2.3	Guide Council in its interactions with advocacy groups and other orders of government including the:
2.2.3.1	Alberta Municipalities (AM)
2.2.3.2	Rural Municipalities of Alberta (RMA)
2.2.3.3	Province of Alberta (GoA)
2.2.3.4	Federation of Canadian Municipalities (FCM)
2.2.3.5	Government of Canada (GoC)

	Date	Resolution Number
Approved	October 21, 2010	# 961-10 - Page # 9483
Amended	May 11, 2023	# 588-23 - Page # 15649
Amended		

SMOKY LAKE COUNTY



Title: RCMP Liaison Committee: Terms of Reference		Policy No.: 14-01
Section: 02	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	RCMP Liaison Committee is a Committee established by County Council under Protective Services. Appointments made at County Organizational Meeting.
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Policy Statement and Guidelines:	
1.	MEMBERSHIP: 1.1 One member of Council. 1.2 One member as alternate.
2.	MANDATE: 2.1 Discuss local policing issues and provide recommendations for preventative planning, programs, and partnerships.

	Date	Resolution Number
Approved	October 21, 2010	# 963-10 - Page # 9483
Amended		
Amended		

SMOKY LAKE COUNTY



Title: Fire and Rescue Liaison Committee: Terms of Reference		Policy No.: 20-02
Section: 02	Code: P-I	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	Fire and Rescue Liaison Committee is a Committee established by County Council Under Protective Services. Appointment, made at County Organizational Meeting.
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Policy Statement and Guidelines:	
1.	MEMBERSHIP: 1.1 Vilna Fire Department - One member of Council and one alternate. 1.2 Smoky Lake Fire Department – One member of Council and one alternate. 1.3 Waskatenau Fire Department – One member of Council and one alternate.
2.	MANDATE: 2.1 Smoky Lake County Council members will act in the capacity as Liaison to each respective Fire Department. 2.2 Demonstrate commitment to Fire Protection Services and work collaboratively with the three (3) Fire Departments operating within the County boundaries. 2.3 Meet with the Fire Department members to review annual fire department budgets and needs for training and programming, as required by each Fire Department. 2.4 Upon invitation from the Fire Department meet to address and assist with any other issues relating to Fire Protection Services. 2.5 Joint Municipal Council Meetings, including Administration and the Fire Chiefs will be scheduled with each respective municipality to provide input to the three (3) Fire Departments operating within the County boundaries, when required.

	Date	Resolution Number
Approved	October 21, 2010	# 964-10 - Page 9484
Amended	December 6, 2012	# 158-12 - Page 10339
Amended		

SMOKY LAKE COUNTY



Title: Citizens-On-Patrol (C.O.P.) Liaison Committee: Terms of Reference		Policy No.: 25-01
Section: 02	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	Citizens-On-Patrol (C.O.P.) Liaison Committee is a Committee established by County Council under Protective Services .	
	Appointments to the Committee are made at the County Organizational Meeting.	

Policy Statement and Guidelines:	
1.	MEMBERSHIP: 1.1 The Councillors who are appointed to the Citizens on Patrol (C.O.P.) Liaison Committee are to be the same as the members appointed to the RCMP Liaison Committee: - One Councillor appointed as a Member, and - Another Councillor appointed as the Alternate Member.
2.	MANDATE: 2.1 Citizens on Patrol (C.O.P.) is a volunteer organization registered under the Alberta Citizens-On Patrol Association. 2.2 The main goal of C.O.P. is to act as the extended eyes and ears of the local law enforcement agencies. This goal is achieved by observation, documentation and reporting of any suspicious activity as observed through patrolling by vehicle, on foot, by bicycle or other means as approved. C.O.P. members are educated about crime prevention and community safety and have an increased awareness of suspicious and dangerous activities. C.O.P. groups ensure that their members are trained in using safe practices at all times. 2.3 Smoky Lake County provides liaison support for the C.O.P. to be a presence in the region in an effort to build a safer community and uniting citizens to participate in community-based crime prevention initiatives while co-operating with the local law enforcement agencies.

	Date	Resolution Number
Approved	October 24, 2019	# 70-19 - Page # 13851
Amended		
Amended		

SMOKY LAKE COUNTY



Title: Physicians and Health Care Professionals Committee: Terms of Reference		Policy No.: 05-03
Section: 05	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	Attraction and retention for Physicians and Health Care Professionals is a committee established by County Council under the Public Health & Welfare Services. Joint Committee of all municipalities within Smoky Lake County. Appointment confirmed at County Organizational Meeting.
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Policy Statement and Guidelines:	
1.	MEMBERSHIP: 1.1 Reeve is appointed as member. 1.2 Deputy Reeve is appointed as an alternate.
2.	MANDATE: 2.1 To act plan and implement an integrated approach to attract and retain Physicians, Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists and other Health Care Professionals to the Smoky Lake Region. 2.2 To liaise with Health Care Professionals for strategic advice and expertise among the community stakeholders and advocate the Provincial Government and Regional Health Authority to take more responsibility for the attraction and retention of Physicians, Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists and other Health Care Professionals in small rural areas.
3.	COMMITTEE: TERMS OF REFERENCE: 3.1 The Committee Terms of Reference is as outlined in Bylaw No. 1450-23: ESTABLISHING A PHYSICIANS AND HEALTH CARE PROFESSIONALS COMMITTEE FOR ATTRACTION AND RETENTION OF PHYSICIANS, VETERINARIANS, NURSES, DENTISTS, PHARMACISTS, PHYSIOTHERAPISTS AND OTHER HEALTH CARE PROFESSIONALS IN THE REGION.

	Date	Resolution Number
Approved	October 21, 2010	# 971-10 - Page # 9487
Amended	March 28, 2013	# 517-13 - Page # 10556
Amended	August 23, 2023	# 814-23 - Page # 15729

SMOKY LAKE COUNTY



Title: In-House Safety Committee: Terms of Reference	Policy No.: 07-02
Section: 05	Code:
	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	In-House Safety Committee is a Committee established by County Council under Public Health and Welfare Services. Appointment made at County Organizational Meeting.
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Policy Statement and Guidelines:	
1. MEMBERSHIP:	
1.1	One member of Council and one alternate.
2. MANDATE:	
2.1	To promote awareness and listen to the workers Health and Safety Concerns.
2.2	Act as an advisory body to the management and commitment of the Health and Safety Program.
2.3	Comply with Occupational Health and Safety Regulations.

	Date	Resolution Number
Approved	October 21, 2010	# 973-10 - Page # 9488
Amended	December 6, 2012	#159-12 - Page #10340
Amended		

SMOKY LAKE COUNTY



Title: Alberta's Lakeland Destination Marketing Organization (DMO) - Liaison Committee Terms of Reference		Policy No.: ##-01
Section: 07	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To establish the Alberta's Lakeland Destination Marketing Organization (DMO) Liaison Committee under Recreation and Culture Services and allow for appointments to be made to the Committee at the County's Organizational Meeting.
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Policy Statement and Guidelines:	
1 STATEMENT:	The Alberta's Lakeland Destination Marketing Organization (DMO), was incorporated as a non-profit organization in 1996 as the "Heart of the Lakeland Destination Marketing Organization" and then rebranded to "Alberta's Lakeland Destination Marketing Organization (DMO)" and in 2017 and is also publicly known as "Travel Lakeland".  Smoky Lake County is a paid member of the Alberta's Lakeland DMO through a yearly membership fee that varies based on a per capita; and as a paid member, there is an opportunity to sit on the Alberta's Lakeland DMO Board of Directors.
2 MEMBERSHIP:	Two Elected Officials shall be appointed at the County's Organizational meeting to the Alberta's Lakeland Destination Marketing Organization (DMO) Liaison Committee who will fulfill the duties of a member of the Alberta's Lakeland DMO Board of Directors: i. one Elected Official shall be appointed as the member to the Board of Directors and ii. another Elected Official shall be appointed as the as alternate member.
3 OBJECTIVE:	3.1 To provide representation of Smoky Lake County on the Alberta's Lakeland DMO Board of Directors.
4 MANDATE:	4.1 An appointed member shall: 4.1.1 attend all scheduled Board meetings and engage in discussion, 4.1.2 share ideas, proposals and issues with Council for discussion and bring feedback, solutions and/or County perspective back to the Board, 4.1.3 inform Council of events, attractions and activities in tourism, acting as a liaison between Travel Alberta, stakeholders, and tourism operators within Alberta's Lakeland region.

	Date	Resolution Number
Adopted	December 14, 2022	# - Page #
Amended		
Amended		

SMOKY LAKE COUNTY



Title: Negotiating Committee: Terms of Reference	Policy No.: 02-01
Section: 15	Code:
	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	The Negotiating Committee is a Committee established by County Council under the Human Resource. Appointments made at County Organizational Meeting.
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Policy Statement and Guidelines:	
1. MEMBERSHIP:	
1.1	Three members of Council.
1.2	Two members as alternates.
2. MANDATE:	
2.1	Collective Bargaining with International Union of Operating Engineers – Local 955.
2.2	Collective Bargaining with Canadian Union of Public Employees – Local 4575.
2.3	Foster a positive Employer and Employee relationship to address employee issues.

	Date	Resolution Number
Approved	October 21, 2010	# 962-10 - Page # 9483
Amended		
Amended		

SMOKY LAKE COUNTY



Title: Community Futures St. Paul-Smoky Lake Region Board Appointment: Terms of Reference		Policy No.: 06-03
Section: 61	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To authorize the appointment of a Smoky Lake County Council Member to the Community Futures St. Paul-Smoky Lake Region's Board of Directors.
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Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 Community Futures St. Paul-Smoky Lake Region's Articles of Association outlines the members/shareholders as follows:

Town of Elk Point,	2 Members
County of St. Paul,	2 Members
Town of St. Paul,	1 Member
Town of Smoky Lake,	1 Member
Village of Vilna,	1 Member
Whitefish Lake First Nation #128,	1 Member
Smoky Lake County,	2 Members
Village of Waskatenau,	1 Member

1.2 Members/shareholders have the opportunity to appoint members to the Community Futures St. Paul-Smoky Lake Region's Board of Directors, who can be a municipal Councillor or member at large appointed by the respective member/shareholder. Should any local government bodies decide to not appoint a member, the Board of Directors shall recruit for members within the Region to ensure a well-balanced representation of the Region.

1.3 Smoky Lake County shall, at each County Organizational Meeting (or as required) elect one member of Council to be considered for appointment to the Community Futures St. Paul-Smoky Lake Region's Board, as per Section 1.2.

2. MANDATE:

2.1 Community Futures St. Paul-Smoky Lake Region is a non-profit organization that is dedicated to building an economically diverse future for the community, who provides training, guidance, and financial support for small business owners by connecting them with the right kind of support to help them grow their rural small business from a simple idea to a successful company.

	Date	Resolution Number
Approved	October 21, 2010	# 975-10 - Page # 9489
Amended	June 23, 2022	# 861-22 - Page # 15238
Amended	October 24, 2024	# 60-24 - Page # 15779

From: [Angela M Bilski](#)
To: [Chyenne Shaw](#)
Subject: Organizational Meeting
Date: September 29, 2025 3:07:31 PM
Attachments: [image001.png](#)

Good afternoon Chyenne;

Thanks for the question. With the new conflict of interest provisions, there could perhaps be a case made for a councillor appointed to an ag society declaring a conflict when participating in deliberations regarding funding decisions during a council meeting. This was not as much of an issue before the new conflict provisions were added.

This issue might be worth having discussions with the new council going forward.

Regards,

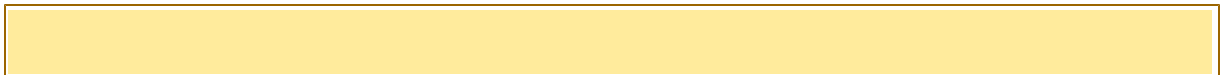
Angela Bilski

Municipal Training Advisor, Municipal Affairs
Municipal Capacity and Sustainability Branch
Government of Alberta

Tel: 780-422-8101
Fax: 780-420-1016
angela.m.bilski@gov.ab.ca



Classification: Protected A





Request for Decision (RFD)

Meeting Date: Thursday, October 9, 2025

Agenda Item: # **8.4**

Topic: Purchase of Additional Grader (2025)

Presented By: Public Works Manager

Recommendation(s):

That Smoky Lake County approve the purchase of a 2025 160 CAT Grader at a maximum cost of \$700,000 to be funded from the Municipal General Capital Reserve, and further, that Council accept the quote #Q-00151530.

Background:

Smoky Lake County currently operates a fleet of eight (8) graders that maintain the County's Road network (Maintenance and Construction). Increasing infrastructure demands such as seasonal traffic, commercial vehicle traffic, construction projects, and priority road requirements have placed additional strain on the existing fleet.

The proposed capital budget for 2026 includes the purchase of a new grader at a cost of \$960,000. We have the opportunity to purchase a 2025 grader for \$700,000 which is a savings of 260,000.

Administration will assess the ability to keep existing graders and increase the fleet. This will allow us to meet operational standards and provide reliable road maintenance, Public Works has identified the need for an additional grader. This unit will be moved to a grader beat and then the replaced 14 m will be used to:

- Support construction and capital projects.
- Prioritize priority roads.
- Reduce delays in service delivery during peak operational times (seasonal activity, winter storm recovery, construction season).

Three quotes have been obtained from reputable equipment suppliers for consideration by Council.

Finning representatives have advised that costs are expected to increase by 3% as well as further tariffs are expected to be added to equipment costs at a rate of 25%.

Proposal:

Public Works recommends purchasing one (1) grader in 2025, with funding from the County's Reserves, to reduce the risk of tariffs increasing costs over \$150,000 in 2026.

Benefits:

1. Operational Efficiency: Improves Public Works' ability to maintain road infrastructure during high-demand periods.
2. Service Delivery: Ensures timely response for construction, gravel, and priority roads.
3. Asset Longevity: Reduces workload strain on the existing grader fleet, extending lifespan of current equipment.
4. Financial Planning: Purchasing now vs 2026 will provide a substantial savings

Disadvantages:

This form legislated under Policy Statement No. 01-27: County Council Meetings Request for Decision

Page 1 of 3



Request for Decision (RFD)

1. Reserve Depletion: Using reserves will reduce available funds for other capital or emergency projects.
2. Maintenance Costs: An additional grader will increase long-term operating costs (fuel, repairs, insurance).
3. Purchasing directly from Finning does not align with Trade requirements
4. Depreciation: New asset acquisition will add to the County's overall depreciation expense.

Alternatives:

1. Status Quo: Continue with 8 graders and adjust operational scheduling, though service delays may occur and purchase a replacement grader in 2026.
2. Post a tender for graders in 2025 or 2026
3. Rental Equipment: Rent equipment seasonally; availability and reliability are uncertain, and costs can be high.

Financial Implications:

1. Capital Cost: \$697,000.00 to \$956,000.00
2. Funding Source: County Municipal Reserves
3. Operating Costs: Estimated annual increase for fuel, maintenance, and insurance.

2025 reserve balance for Public Works related reserves:

Restricted Surplus		2025	Target as per policy
Municipal Reserve	Funds collected in lieu of subdivision natural reserve	52,422	n/a
General Operating	Reserves not allocated to projects as well as reserves carried forward to the next year - funding source property taxes and fees	1,476,689	896,633
General Capital	Primarily for specific purchases and projects - funding source property taxes and fees	854,362	778,676
Transportation	For specific public works projects and equipment - funding source property taxes and fees	349,853	361,847
Road Development	For roads damaged by natural resource extraction - funding source aggregate license fee	1,730,178	
Gravel Pit Reclamation	For the reclamation of gravel pits - funding source gravel sales	465,011	451,014
Gravel Pit Development	For the development of new gravel pits - funding source gravel sales	146,533	n/a
Street Sweeper	For the replacement of a regional street sweeper - funding source - fees charged for street sweeping services	80,480	30,000



Request for Decision (RFD)

Legislation:

Municipal Government Act (MGA), Section 241: Council authority for budget and capital expenditures.

Intergovernmental:

1. No direct intergovernmental impacts.
2. Ensures continued compliance with provincial road maintenance standards

Strategic Alignment:

1. Infrastructure Stewardship: Supports Council's commitment to reliable road maintenance and infrastructure investment.
2. Service Delivery: Enhances Public Works' ability to meet resident expectations.
3. Financial Sustainability: Capital purchase from reserves avoids debt financing.
4. Operational Resilience: Ensures road crews have adequate equipment to respond effectively to seasonal and emergency demands.

Enclosure(s):

Grader Purchase Quotes (3)

Signature of the CAO: _____

A handwritten signature in black ink, appearing to be "B. Allen", is written over the signature line.



Request for Decision (RFD)

Meeting Date: Thursday, October 9, 2025

Agenda Item: # **10.3**

Topic: Bylaw No. 1487-25: Fire Protective Services Bylaw

Presented By: CAO and Fire Chief

Recommendation(s):

- 1. That Smoky Lake County give Bylaw No. 1487-25: Fire Protective Services, for the purpose of establishing and maintaining fire protective services for the County, be given:
1st Reading,
2nd Reading,
Permission for 3rd Reading, &
3rd & Final Reading.**
- 2. That Smoky Lake County rescinds Policy Statement No. 02-21: Fire Ban as the policy information has been incorporated into Bylaw No 1487-25 Fire Protective Services.**

Background:

The primary reason for this Bylaw being brought back to Council is due to the ICC meeting held on June 18, 2025 – Motion ICC 022-25:

“That Smoky Lake Region intermunicipal Collaboration Committee (ICC) recommends that the municipalities establish a new Fire Protective Services Rate Fee Bylaw to indicate the fixed fees for fire rescue services to be \$400/hour per apparatus and submit passed Bylaws to Smoky Lake County to be incorporated into the Regional Bylaw.”

The Fire Guardian appointment and responsibilities were incorporated into the Bylaw as well, as Council rescinded Policy Statement No. 01-01: Procedures and Transacting of Organization Meetings.

Proposal:

Revised sections of this Bylaw addresses:

- Fire Guardians
- Fire Permits
- Fireworks Permit

The revised sections were included in the Bylaw for public awareness as the County adopted policies on Fire Permit Agreement and Fireworks Permit that provide more detail relating to fire protective services.

New Section 9: Fire Hazard Levels - details the levels of restrictions and schedules for immediate implementation as necessary, it also includes OHV as a restriction listed separately as a schedule and makes reference to the OFF Highway Control Bylaw.

New Section 14: Violations - was added to allow the enforcement methods (provincial ticket or municipal tag) to serve notice of offences and assign penalties.



Request for Decision (RFD)

Schedule B Penalty Fees: costs were increased to various offences, as per research from surround municipalities (Lamont County, Two Hills County, St. Paul County and Lac La Biche County) the fee penalty costs are all similar; with the exception of Thorhild County as their penalty fees are very high as this municipality does not charge its residents for fire protective service costs.

Also Policy Statement No. 02-21: Fire Ban, its contents have been incorporated into Section 9: Fire Hazard Levels therefore the policy is no longer needed.

Benefits: Provides uniform fees for service throughout the region, Bylaw is required to charge for fees and provides transparency of fire protective services to County residents.

Disadvantages:

1. Public Perception of Increased Penalties: Higher penalty fees may cause concerns from residents who see them as punitive rather than preventative.
2. Administrative Burden: Implementing and enforcing hazard levels, notices, and penalties will increase staff workload (Fire Chief, Enforcement Officers, Administration).
3. Potential Appeals: With more enforcement mechanisms and penalties, the County may face more appeal requests under Schedule C, requiring Council or Administration time.

Alternatives: N/A

Financial Implications:

1. The adoption of Bylaw No. 1487-25 is expected to generate increased revenue for Smoky Lake County through:
2. Fire Protection Service Fees: Standardized rate of \$400/hour per apparatus ensures cost recovery for fire suppression and rescue operations.
3. Penalty Fee Adjustments: Updated fines (Schedule B) align with regional comparators and will increase revenue collected from non-compliance (e.g., lighting fires without permits, violating bans, fireworks infractions).
4. Cost Recovery from Negligent or Insurable Fires: Clear authority to invoice individuals, property owners, insurance companies, and Alberta Transportation will enhance recovery of direct fire service expenses.

Legislation: Municipal Government Act and Forest and Prairie Protection Act

Intergovernmental:

1. ICC Regional Alignment: This bylaw fulfills ICC Motion 022-25, creating consistent service rates across member municipalities.
2. Mutual Aid Agreements: Aligns Smoky Lake with Lamont, Two Hills, St. Paul, and Lac La Biche Counties, supporting reciprocity in service charges.



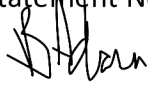
Request for Decision (RFD)

3. Provincial Collaboration: References provincial legislation (Municipal Government Act; Forest and Prairie Protection Act) and aligns hazard levels with Alberta's provincial system.
4. RCMP & Parks Alberta: Notification requirements under Section 9.4 include intergovernmental coordination with RCMP, Provincial Parks, and AlbertaFireBans.ca.

Strategic Alignment:

1. Council Strategic Goals: Supports community safety, risk reduction, and transparent service delivery.
2. Regional Cooperation: Strengthens regional relationships through standardized fees and enforcement practices.
3. Public Education & Awareness: Hazard levels and permit systems enhance community understanding of fire risks, aligning with Council's focus on prevention.
4. Financial Sustainability: Cost recovery mechanisms (fees, penalties, invoicing for negligent/insurable fires) reduce the financial burden on general taxpayers.
5. Legislative Compliance: Ensures Smoky Lake County's practices remain consistent with provincial law and emergency management best practices.

Enclosure(s): A. Bylaw No. 1487-25: Fire Protective Services
B. Policy Statement No. 02-21: Fire Bans

Signature of the CAO:  _____

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1487-25**

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose of providing for the establishment and operation of **FIRE PROTECTIVE SERVICES**.

WHEREAS the *Municipal Government Act*, R.S.A. 2000, c. M-26 – provides that a Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property.

AND WHEREAS the Council of Smoky Lake County wishes to establish and maintain a viable fire service with the Municipality, and to provide for efficient operation of such a fire service, all pursuant to the laws of the Province of Alberta.

AND WHEREAS the *Municipal Government Act* further provides that a municipality may impose a system of licenses, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires.

AND WHEREAS the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19, provides that a Council of a municipality is responsible for fighting and controlling all fires within the boundaries of the municipality, other than areas contained in a forest protection area.

NOW THEREFORE, the Council of Smoky Lake County, in the Province of Alberta, in regular meeting duly assembled hereby, enacts the following:

SECTION 1 SHORT TITLE

1.1 This Bylaw may be cited as the ***"Fire Protective Services Bylaw"***.

1.2 In the event that any provision of this Bylaw is inconsistent with any provincial legislation, the provincial legislation prevails.

SECTION 2 DEFINITIONS

For the purposes of this Bylaw, the following terms shall have the meaning set out below:

2.1 **"Apparatus"** means any vehicle provided with machinery, devices, Equipment or materials for firefighting, as well as any vehicles used for transporting firefighters or supplies.

2.2 **"Chief Administrative Officer"**: means the person appointed by Council to the position of Chief Administrative Officer (hereinafter may be referred to as "CAO") for the Municipality, under the *Municipal Government Act*.

2.3 **"Contained Fire"** means a Fire which is totally confined within a non-combustible structure or container, and which is ventilated in such a manner as to preclude the escape of combustible materials including ash.

2.4 **"Council"** means the Council of Smoky Lake County.

2.5 **"Enforcement Officer"** means police officer, peace officer, bylaw enforcement officer or any other persons having the authority to enforce this bylaw.

2.6 **"Equipment"** means any tools, contrivances, devices or materials used by the Fire Department to combat an Incident or other emergency.

2.7 **"False Alarm"** means any notification received to the Fire Department respecting the existence of a condition, circumstance or event containing an imminent serious danger to persons or Property, wherein such a condition, circumstance or event is in fact not in existence.

2.8 **"Fire"** means any combustible material in a state of combustion.

2.9 **"Fire Advisory"** means an order notice issued pursuant to this Bylaw for the purpose as is an indication that the fire danger rating has increased.

2.10 **"Fire Ban"** means an order issued by the Minister responsible for the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19, or an order issued pursuant to this Bylaw, for the purpose of cancelling all Fire Permits, prohibiting the lighting of, and requiring the extinguishment of all fires within the County.

2.11 **"Fire Chief"** means the person employed by the County and appointed as the Fire Chief.

2.12 **"Fire Department"** means the Department established by this Bylaw and includes any person duly appointed to the Fire Department by Council or the Fire Chief.

2.13 **"Fire Guardian"** means an individual deemed to be a fire guardian under the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19.

2.14 **"Fire Department Property"** means all Property owned or controlled by the Municipality and designated for use by the Fire Department, regardless of the source of the Property.

2.15 **"Fire Hazard"** means any condition, circumstance, or event where the possibility of Fire is increased and pose a high risk for starting a fire.

2.16 **"Fire Hazard Levels"** means a four-tiered color-coded fire hazard level system: No Restriction, Fire Advisory, Fire Restriction, and Fire Ban (aligned with provincial levels) restricting activities that may cause wildfires.

2.17 **"Fire Permit"** means a document issued by the Municipality pursuant to this Bylaw, on the form adopted by the Municipality from time to time.

2.18 **"Fire Protection"** means all aspects of Fire safety, including but not limited to, Fire prevention, Firefighting or suppression, pre-Fire planning, Fire

inspection, Fire investigation, public education and information, training or other staff development, advising, and responding to a request for Fire Protection (including legitimate emergencies and False Alarms).

2.19 "Fire Restriction" means an order notice issued pursuant to this Bylaw for the purpose of fire prevention and cessation of Fire and Fireworks Permits for duration of the restriction.

2.20 "Fireworks Permit" means a document, issued by the Fire Chief, authorizing the sale, purchase, possession, handling, discharge, firing or setting off of Fireworks in the County.

2.21 "Fire Protection Charges" means all rates, fees and charges payable for, or in connection with providing Fire Protection within and outside the County's boundaries incurred directly by the Municipality.

2.22 "Incident" includes a fire, medical, vehicular, or other emergency situation presenting danger or possible danger to life or Property.

2.23 "Incident Commander (IC)" means the person responsible for the overall management and coordination of a response to an incident, such as an emergency or a major event

2.24 "Insurable Fire" means a practice or arrangement which an agency provides financial compensate for damage or loss caused by a fire.

2.25 "Incinerator Fire" means a Fire that is confined within a non-combustible structure or container that has the draft and smoke vents thereof covered with a gauge metal screen having a mesh size not larger than 13 mm., which Fire is set for the purpose of burning household refuse.

2.26 "Member" means any person that is a duly appointed Member of the Fire Department and includes the Fire Chief.

2.27 "Municipality" means the Smoky Lake County.

2.28 "Municipal Representative" shall be the Fire Chief, Deputy Fire Chief, Chief Administrative Officer or any other person designated by the Chief Administrative Officer.

2.29 "Negligent Fire" means failure to exercise reasonable care and attention leading to the ignition of a fire.

2.30 "Occupant" means someone living in or using a premise or property as a tenant or owner, or someone has occupancy of a premise or property.

2.31 "Officer" means a Member appointed as the Fire Chief or a Deputy Chief and includes the Chief Administration Officer.

2.32 "Off-Highway Vehicle (OHV) Restriction" means prohibiting the operation of Off-Highway Vehicles.

2.33 "Outdoor Fire" mean any Fire not contained within a building or structure and shall include Fire involving humus soil, piles of coal, farm produce, waste, bush, grass, seed, straw or any Fire that has escaped or spread from a building, structure,

machine or vehicle and any Fire set for the purpose of thawing frozen ground.

2.34 “Property” means any real or personal Property, which, without limiting the generality of the foregoing, includes land and structures.

2.35 “Recreational Fire” means a Fire on land owned or leased by the Municipality or its agents for recreational purposes and is confined to a non-combustible container supplied by the Municipality, as approved by a Member, which is set for the purpose of cooking, obtaining warmth or viewing for pleasure. Such Fire may only be fueled with seasoned wood, charcoal, coal, natural gas or propane.

2.36 “Running Fire” means a Fire burning without being under proper or any control of any person.

2.37 “Schedules” means the following schedules are attached hereto this Bylaw:

Schedule “A”:	Fire Protection Charges
Schedule “B”:	Penalty Fees
Schedule “C”:	Appeal Notice
Schedule “D”:	Fire Advisory Notice
Schedule “E”:	Fire Restriction Notice
Schedule “F”:	Fire Ban Notice
Schedule “G”:	Off-Highway Vehicle (OHV)

Restriction

2.38 “Smudge Fire” means a Fire confined within a non-combustible structure or container that is set on land of one (1) acre or more in area for the purpose of protecting livestock from insects or for protecting garden plants from frost.

2.39 “Structure Fire” means a Fire confined to and within any building, structure, machine or vehicle which will or is likely to cause the destruction of or damage to such building, structure, machine or vehicle, excluding an Incinerator Fire.

2.40 “Violation” means a “tag” or similar document issued by Smoky Lake County pursuant to the Municipal Government Act or a Ticket” as defined in the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended, and regulations thereunder.

2.41 “Wildfire” means an unplanned fire not under the control of any person over lands that burns soil, grasses, shrub, trees and associated vegetative fuels in their natural or modified state, and does not include structural, vehicle or landfill fires.

SECTION 3 FIRE CHIEF AND APPOINTMENT OF MEMBERS

3.1 The Fire Chief shall be appointed by Council.

3.2 The Fire Chief shall be responsible to the Chief Administrative Officer.

3.3 The Council may appoint additional Members to the Fire Department, and in doing so consider the recommendations of the Fire

Chief. These Members shall be supervised by the Fire Chief and the other Officers.

3.4 The Fire Chief is the authority having jurisdiction for purposes of this Bylaw. The Fire Chief may delegate all or any of their authority under this Bylaw to

a Deputy Fire Chief or Officer to carry out all Fire Protection activities and such other activities as Council directs including, but not limited to:

- 3.4.1 Firefighting and Fire Suppression
- 3.4.2 Rescue
- 3.4.3 Emergency medical services, except ambulance services
- 3.4.4 Pre-fire planning
- 3.4.5 Disaster response
- 3.4.6 Preventative patrols
- 3.4.7 Public education activities
- 3.4.8 Member training and other staff development

3.5 The Fire Chief, or Incident Commander (IC) shall have control, direction, and management of any Fire Department Apparatus, Equipment, or personnel responding to an Incident and, where a Member is in charge, he or she may continue to act until relieved by an Officer authorized to do so.

3.6 The Fire Chief, subject to the ratification by the Council by Bylaw, may establish rules, regulations, policies and committees necessary for the proper organization and administration of the Fire Department including, but not limited to:

- 3.6.1 Use, care and protection of Fire Department Property
- 3.6.2 Conduct and discipline of Officers and Members of the Fire Department
- 3.6.3 Efficient operation of the Fire Department
- 3.6.4 Training of Officers and Members of the Fire Department

3.7 The Fire Chief, or the Member in charge, at an Incident may at his or her discretion establish boundaries or limits and keeps persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the Fire Chief or Member-in-Charge.

3.8 The Fire Chief, or the Member in charge, at an Incident may request Enforcement Officers to enforce restrictions on persons entering within the boundaries of limits outlined in Section 3.7.

3.9 The Fire Chief, or the Member in charge, at an incident is empowered to enter to take all steps he or she deems necessary in order to directly or indirectly combat, control or deal with an Incident, including:

- 3.9.1 Pass through or over buildings or Property adjacent to an Incident and to cause Members of the Fire Department and the Apparatus and Equipment of the Fire

Department to enter or pass through or over the building or Property.

3.9.2 Cause a building, structure or thing to be pulled down, demolished or otherwise removed.

3.10 The Fire Chief may obtain assistance from other officials of the Municipality as he or she deems necessary in order to discharge his or her duties and responsibilities under this Bylaw.

3.11 Regulations, rules or policies made pursuant to Section 3.6 of this Bylaw shall not be inconsistent with the legislation and regulations of the Province of Alberta.

3.12 The limits of the jurisdiction of the Fire Chief, Officers and Members of the Fire Department will extend to the area and boundaries of the Municipality and no part of the Fire Apparatus or Equipment shall be used beyond the limits of the jurisdiction without:

3.12.1 The express authorization of a written contract or agreement providing for the supply of Fire Protection outside the Municipality's boundaries; or

3.12.2 The approval of Council.

SECTION 4 FIRE GUARDIANS APPOINTMENT AND POWERS

4.1 Council has the authority to appoint Fire Guardians under the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19, and as amended from time to time.

4.2 The Fire Chief and Deputy Fire Chief is hereby designated as a Fire Guardian of Smoky Lake County and authorized to perform all or any of the duties of the Municipality as outlined in the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19, as amended from time to time. Any expenses incurred while fulfilling the duties of a Fire Guardian shall be borne by the Municipality.

4.3 Fire Guardians shall be appointed by Council by resolution.

4.4 When a Fire Hazard Level Restriction is in place, Fire Guardian(s) shall NOT issue a Fire Permit nor any Fireworks Permits, from the date of issuance of the Fire Hazard Restriction Notice.

4.5 Unless otherwise limited by the Fire Chief, Fire Guardians shall have the authority and power to:

4.5.1 Exercise all powers prescribed for Fire Guardians under the *Forest and Prairie Protection Act*, R.S.A. 2000 c F-19; and as amended from time to time.

4.5.2 Issue Fire Permits in accordance with this Bylaw and impose any conditions on the Permit that the Fire Guardian considers appropriate, in their sole discretion, given the nature of the fire and prevailing circumstances, location and environmental conditions.

4.5.3 Suspend or cancel a Fire Permit at any time; and
refuse to issue a Fire Permit where, in the opinion of the
Fire Guardian, there is a risk to the public in relation to
the proposed fire.

SECTION 5 POWERS OF FIRE MEMBERS

- 5.1 Each Member shall have the authority and power to:
- 5.1.1 Extinguish or control the Fire or the operations to
preserve life and Property and enter onto any
Property for the purpose of extinguishing or controlling
the Fire.
 - 5.1.2 Prevent interference with the efforts of persons
engaged in the extinguishing of Fires or preventing the
spread thereof by regulating the conduct of the public
at or in the vicinity of any Fire.

SECTION 6 POWERS OF OFFICERS

- 6.1 Each Officer shall have the authority and power to:
- 6.1.1 During an Incident, commandeer and authorize
payment for the possession or use of any Equipment for
the purpose of fighting the Fire, where that payment has been
authorized pursuant to the budget for the Fire
Department.

SECTION 7 FIRE PERMITS

- 7.1 A Fire Permit shall be required from January 1st to December
31st of each year.
- 7.2 An application for a Fire Permit for an Outdoor Fire or a
Structure Fire or the
lighting of fireworks shall be made to the Municipality in writing
on the form adopted by the Municipality from time to time
currently as prescribed under the *Forest and Prairie Protection
Act*, R.S.A. 2000 c F-19 and regulations thereunder, the
Officer shall receive and consider the application and after
having done so, he or she may, in his or her absolute
discretion, issue to the applicant a Fire Permit, in accordance
with **Policy Statement No. 02-05: Fire Permit Agreement.**
- 7.3 No Person or Occupant or Owner of a property shall light or
cause to be lit a fire or allow any fire on land unless the Person
holds a valid Fire Permit.
- 7.4 Fire Permits are not required under this Bylaw for the following
activities:
- 7.4.1 A fire in an Acceptable Burning Barrel; a Recreational
Fire; a Smudge Fire; or a fire lit for religious or
ceremonial purposes; in accordance to the safe
practices outline in **Policy Statement
No. 02-05: Fire Permit Agreement.**
- 7.5 This Bylaw does not apply to:
- 7.5.1 An outdoor fire lit by Fire Protective Services for
training or preventive control purposes.

7.5.2 An outdoor fire that is a flare stack used in the petroleum industry.

7.5.3 Fire confined to an incinerator regulated under the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12 as amended from time to time.

SECTION 8 FIREWORKS

8.1 No Person shall distribute, offer for sale, store, sell, use, discharge, fire or set off Fireworks within the Municipality unless they hold a valid Fireworks Permit

8.2 An application for a Fireworks Permit shall be made on the form adopted by the Municipality in accordance with **Policy Statement No. 02-22: Fireworks Permit Agreement.**

SECTION 9 FIRE HAZARD LEVELS

9.1 The Municipality has a four-tiered color-coded fire hazard level system (aligned with provincial levels) restricting activities that may cause wildfires in the Smoky Lake County. These are temporary measures brought in according to conditions. As fire danger levels rise or fall, these restrictions can be adjusted to reduce the likelihood of preventable wildfires.

Fire Hazard Levels		SCHEDULE "D"	SCHEDULE "E"	SCHEDULE "F"
Activities √ = Allowed ⊗ = NOT Allowed	No Restrictions 	Fire Advisory 	Fire Restriction 	Fire Ban 
Fire Permits	√	√	⊗	⊗
Recreational fire pits without a screen	√	√	⊗	⊗
Fireworks	√	√	⊗	⊗
Screened fire pits	√	√	√	⊗
Charcoal briquette BBQ (including pellet burning)	√	√	√	⊗
Propane/gas BBQ	√	√	√	√
Propane/gas fire pit	√	√	√	√

9.2 During times of high wildfire hazard, the Municipality will issue an Off-Highway Vehicle (OHV) restriction. This is a temporary measure in place to mitigate the risk of human-caused wildfires when the hazards is high. The Municipality has an **Off-Highway Vehicle Control Bylaw** for regulating the operations of Off-Highway Vehicles in Smoky Lake County.

Off-Highway Vehicle Restriction (OHV)	SCHEDULE "G"
An off-highway vehicle (OHV) restriction prohibits the use of OHVs	

9.3 **Factors considered for implementing a Fire Hazard Level:**

- 9.3.1 Information obtained from the Alberta Government,
- 9.3.2 Sustainable Resources Development updates.
- 9.3.3 Fire Weather Index: daily observation of temperature, relative humidity, precipitation and wind direction and speed.

9.4 An order to issue a Fire Hazard Level made under this Bylaw will be communicated as a Notice by completing the appropriate Fire Hazard Level Schedule and notifying the public as follows:

- 9.4.1 Bonnyville Regional Fire Authority will be advised by completing and submitting the appropriate Fire Hazard Level Schedule.
- 9.4.2 Council will be notified by email.
- 9.4.3 Fire Departments will be notified by an email sent to the Fire Chiefs and the municipalities .
- 9.4.4 Posted on the County Website, and on any social media used by the County.
- 9.4.5 Posted on albertafirebans.ca – Website.
- 9.4.6 Fire Permit Holders notified when Fire Restriction and Fire Ban are issued.
- 9.4.7 Signage of Fire Hazard Level posted at County boundaries along the highway and at the lake and campgrounds entrances within Smoky Lake County.
- 9.4.8 R.C.M.P. – Local Detachment notified by email.
- 9.4.9 N.E Muni-Corr Iron Horse Trail by email.
- 9.4.10 Provincial Parks by email.

9.5 The Fire Chief may, from time to time, prohibit all fires within Smoky Lake County or a portion of the Municipality when the Fire Chief, in his sole discretion, determines that the prevailing Fire Hazard environmental conditions may give rise to an increased risk of fire or increased risk of a fire running out of control.

9.6 Notice of a Fire Hazard Level imposed pursuant to this Bylaw shall remain in force until either the date provided in the Schedule Notice of the Fire Hazard Level or until such time the Fire Chief provides notice to the public that the Fire Hazard Level Notice is no longer in effect.

9.7 The Fire Chief may implement and/or remove a Fire Hazard Level and the Fire Chief, and the Chief Administrative Officer shall jointly implement a Fire Hazard Level Notice of the Fire Ban, as conditions dictate or until such time the Fire Chief provides notice to the public that the Fire Ban is no longer in effect.

SECTION 10 FIRE PROTECTION CHARGES

10.1 Upon providing Fire Protection on Property within the Municipality's boundaries for Insurable and Negligent Fires, the Municipality will send an invoice for Fire Protection charges to:

- 10.1.1 the person causing or contributing to the Fire; or
- 10.1.2 the owner or occupant of the Property.

Subject to the Fire Chief and Chief Administrative Officer shall determine when Fire Protection charges are to be levied for fire response as per **Schedule "A": Fire Protection Charges.**

10.2 A Fire Protection Charge shall be paid within sixty (60) days of being levied.

10.3 Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Municipality is entitled to on the Property in respect of which the indebtedness is incurred.

10.4 The owner of a parcel to which Fire Protection is provided is liable for Fire Protection Charges incurred, and the Municipality may add to the tax roll of a parcel of land all unpaid Fire Protection Charges.

10.5 Charges for incidents involving a motor vehicle, or motor vehicles, on provincial highways, as well as fires on the provincial right-of-way's may be charged to Alberta Transportation at the hourly rate set from time to time by Alberta Transportation.

10.6 Charges for incidents involving a motor vehicle or motor vehicles within the Municipality other than on a primary highway may be charged to the insurance company that has an insurance policy covering the motor vehicle or motor vehicles.

SECTION 11 ENFORCEMENT

11.1 Where Property does not comply with this Bylaw or a person contravenes this Bylaw, the Municipality may pursue its enforcement alternatives in accordance with any Act, or common law right, including issuance of an order to remedy contraventions, remedying interventions by the Municipality, adding amounts to the tax roll, and pursuing injunctions pursuant to the *Municipal Government Act* Section 553.

- 12.1
- No person shall:
- 12.1.1 Impede, obstruct or hinder a Member of the Fire Department, or other person assisting or acting under the direction of the Fire Chief or the Member in charge at any Incident.

12.1.2 Damage or destroying Fire Department Apparatus or Equipment.

12.1.3 At an Incident, drive a vehicle over any Apparatus or Equipment without permission of the Fire Chief or the Member in charge.

12.1.4 At an Incident, enter the boundaries or limits of an area prescribed unless he or she has been authorized to enter by the Fire Chief or the Member in charge.

12.1.5 Falsely represent themselves as a Member or wear or display any Fire Department badge, cap, button, insignia, or other paraphernalia for the purpose of such false representation.

12.1.6 Obstruct or otherwise interfere with access roads or streets or other approaches to any Fire alarm, fire hydrant, cistern or body of water designated for fire-fighting purposes or any connections provided to a fire main, pipe, standpipe, sprinkler system, cistern, or other body of water designated for fire -fighting purposes.

12.1.7 Light any Fire including an Outdoor Fire or Structure Fire unless that person is the holder of a valid Fire Permit unless:

12.1.7.1 the Fire is an Incinerator Fire.

12.1.7.2 the Fire is a Smudge Fire.

12.1.7.3 the Fire has been set by a Member for the purpose of training Members.

12.1.7.4 the Fire is a Recreational Fire.

12.1.7.5 the Fire is a Contained Fire.

12.1.8 Failure to adhere to the conditions stated in the Fire Permit Agreement: e.g. number of burning piles allowed

12.1.9 Either directly, or indirectly, personally or through an agent, servant, or employee kindle a Fire or let it become a Running Fire or Wildfire on any land not his or her own Property or allow Running Fire or Wildfire to pass from his or her own Property to the Property of another.

12.1.10 Light a Fire without first taking sufficient precautions to ensure that the Fire can be kept under control at all times.

12.1.11 Light a Fire when the weather conditions are
- 10.3 Fire Services Bylaw No. 1487-25
- Fire Protective Services Bylaw No. 1487-25 | Page - 167

conductive to creating a Running Fire or Wildfire.

12.1.12 Fail to take reasonable steps to control a Fire for the purpose of preventing it from becoming a Running Fire or Wildfire or from spreading onto Property other than his or her own.

12.1.13 Light fireworks when and/or where prohibited.

12.1.14 Deposit, discard, or leave any burning matter or substance where it might ignite other materials and cause a Fire.

12.1.15 Conduct any activity that involves the use of Fire that might reasonably be expected to cause a Fire unless that person exercises reasonable care to prevent the Fire from occurring.

12.1.16 Knowingly make a false statement in a Fire Permit application.

12.1.17 Use a Fire to burn:

12.1.17.1 manure.

12.1.17.2 livestock or other animal carcasses.

12.1.17.3 material that will result in the production of dense black smoke, including insulation

from

electrical wiring or equipment, asphalt roofing

materials, hydrocarbons, plastics, or other materials or creosoted wood.

12.1.17.4 herbicides, pesticides or other toxic materials or substances.

12.1.18 Conduct any activity that involves the use of a Fire, where smoke from the Fire will impede visibility of the vehicular traffic and pedestrian traffic on any Highway as defined in the *Traffic Safety Act* R.S.A. 2000 c. T-6.

12.1.19 Light a Fire or burn any material contrary to federal, provincial, or municipal legislation or regulations.

12.1.20 Use a Fire to burn all normal waste which results from the operation of a household or commercial business or occupation and shall include without restricting the foregoing, paper, rags, lawn and hedge clippings, packaging materials, and waste from the preparation of food unless the same is burned pursuant to the terms of a Permit, or within an Incinerator.

SECTION 13 PENALTIES

Except as otherwise provided herein,

13.1 Any person who:

13.1.1 violates any provision of this Bylaw.

13.1.2 suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw.

- 13.1.3 neglects to do or refrains from doing anything required to be done by the provisions of this Bylaw; or
- 13.1.4 does any act or thing or omits any act or thing, thus violating any provisions of this Bylaw; is guilty of an offence under this Bylaw.
- 13.2 Every person who contravenes any provision of this bylaw, as enumerated in **Schedule "B": Penalty Fees** herein, is guilty of an offence and shall be liable upon summary conviction to the penalty specified therein for such offence.
- 13.3 The penalty shall be paid within thirty (30) days of the issuance of the Violation.
- 13.4 No person found guilty of an offence pursuant to this Bylaw shall be liable to imprisonment.

SECTION 14 VIOLATION(S)

- 14.1 A notice of form commonly called an Offence Notice / Summons / or Violation Tag having printed wording approved by the Municipality, may be issued by Enforcement Officer to any person alleged to have contravened any provisions of this bylaw, and the said notice shall require the payment to such official in the amount specified in this bylaw, as amended, or the regulations pursuant to the *Provincial Offences Procedure Act*, (Alberta), as amended.
- 14.2 A Violation shall be deemed to be sufficiently served:
- 14.2.1 if served personally on the accused; or
- 14.2.2 if mailed to the address of the registered person or to the person concerned in respect of which the offence is alleged to have been committed.

SECTION 15 NOTICE

- 15.1 Any notice provided for in this Bylaw shall be in writing.
- 15.2 Service of any notice provided for in this Bylaw may be made as follows:
- 15.2.1 personally, upon the person to be served, or
- 15.2.2 by mailing the copy to the person to be served by registered mail or certified mail to the last known post office address of the person to be served, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the person to be served or to any person receiving it on his or her behalf.
- 15.2.3 where the Property is not occupied, by mailing the notice by registered mail or certified mail to the mailing address noted on the Municipality's tax roll for that Property, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the person to be service or to any person receiving it on his or her

SECTION 16 APPEAL

SECTION 17 INTERFERENCE WITH DUTIES

SECTION 18 SEVERABILITY

SECTION 19 REPEAL

SECTION 20 EFFECTIVE DATE

	CHIEF	ADMINISTRATIVE
OFFICER		

Schedule “A”

Fire Protection Charges

1.

In consideration of all circumstances surrounding an Insurable or Negligent Fire, The County administration shall charge rural residents the following fees for fire calls:
- Property and/or Vehicle Fires:

\$400.00 per hour per Fire Apparatus.
- Minimum charge is \$400.00
2.

Smoky Lake County will provide fire protection services assistance for neighboring jurisdictions that have entered into a Mutual Fire Aid Agreement.
- The following fees for fire services shall apply:
- Fire Apparatus:

Hourly rates will be negotiated by the Agreement partners.
- Mutual Fire Aid

Construction Equipment: cost will be based at the current Alberta Road Builders & Heavy Construction Rates.
www.ARHCA.AB.CA

3. Smoky Lake County will provide fire protection services assistance for incidents involving a motor vehicle, or motor vehicles, on a Provincial highways, as well as fires on provincial rights-of-way may be charged to Alberta Transportation at current rates determined by Alberta Transportations:

Type of Apparatus	Description
Ladder and Pumper Trucks	- Includes equipment costs, labor, and all materials. - These are specialized pieces of equipment specifically designed and built to fight fires
Light and Medium Vehicles	- Used to transport manpower and equipment not covered under the rate for ladder and pumper trucks. - Rescue vehicles must meet the equipment requirements listed in Section 4, particularly Table 4.2.2, of NFPA 1901. - Light Rescue vehicles are permanently rigged and equipped to do basic rescue tasks using hand and basic extrication tools and medical aid equipment. - Medium rescue vehicles carry more equipment to handle regularly occurring rescue tasks plus specialized rescue equipment for at one rescue specialty
Command Vehicles	Vehicles to transport manpower to the incidents

4. Smoky Lake County will not respond to **Mutual Fire Aid** requests unless an agreement is executed with Smoky Lake County. The fee and costs for fire services shall be the same as established within the Mutual Fire Aid Agreement.

Schedule “B”

Penalty Fees

SECTION	VIOLATION	PENALTY

12.1.1	Obstruct member of Fire Department	\$ 500.00
12.1.2	Damage Fire Department Apparatus or Equipment	\$500.00 + Repair /Replace Costs
12.1.3	Drive over equipment	\$ 100.00 + Repair /Replace Costs
12.1.4	Enter restricted area	\$ 500.00
12.1.5	Falsely representing Fire Department member	\$ 500.00
12.1.7	Lighting a fire without a permit	\$ 500.00
	Lighting a fire during a fire ban	\$ 1,000.00
12.1.8	Failure to adhere to the conditions of the permit	\$ 500.00
12.1.9	Running fire or wildfire to occur on property	\$ 500.00
12.1.10	Failing to control a fire	\$ 500.00
12.1.13	Lighting of fireworks when/where prohibited	\$ 500.00
12.1.18	Impeded visibility of the vehicular traffic and pedestrian traffic on Highway	\$500.00 + Traffic Control
12.1.20	Use fire to burn refuse other than in an incinerator	\$ 500.00
Breach of any of the provisions of this Bylaw not specified in this Schedule.		Not less than \$ 100.00 Not more than \$ 2,500.00

Schedule “C”

APPEAL NOTICE



APPEAL NOTICE

If you want to appeal the Directive you must serve this Appeal Notice by mailing or delivering it to the SMOKY LAKE COUNTY within 30 days after the Directive was served on you.

DATED:

TO:

CHIEF ADMINISTRATIVE OFFICER
Smoky Lake County
Box 310, 4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

I am appealing the Directive

(), about

Date on Directive

Property Address

You may give reasons for your appeal:

(Use a separate sheet if necessary)

Signature

Name Printed

Street Address

Phone Numbers:

Home:

Town

Cellular:

Work:

Province

Postal Code

NOTE: ONLY appeals filed WITHIN THE 30 DAY PERIOD will be heard by the SMOKY LAKE COUNTY COUNCIL.

You will be notified in writing of the date of the hearing.



SCHEDULE “D”

Fire Hazard Level

FIRE ADVISORY NOTICE

SMOKY LAKE COUNTY is:

☐ UP-GRADING

☐ DOWN-GRADING

the current Fire Restriction to FIRE ADVISORY



A Fire Advisory is an indication that the fire danger rating has increased.

IN EFFECT

Due to extreme fire hazard conditions, Smoky Lake County hereby orders:

☐ Fire Advisory In Effect.

Time

Date

☐ Fire Advisory Removed.

Time

Date

Activity	Restriction Level
Fire Permits	Will be issued for essential burning only. Inspection prior to Approval.
Fireworks	Permits issued on a case-by-case basis
Off-Highway Vehicles (OHV)	OHV can start wildfires. Please check your OHV frequently to ensure hotspots are free of debris and that mufflers and spark arrestors are functioning properly.
Burning Barrels	Permitted if they are well--maintained and in good working condition: Covered with a mesh screen with opening no larger than 6mm (1/4"). Barrels must be placed at least 100 feet away from any structures or standing timber. A 10-foot non-combustible perimeter around

	the barrel in maintained.
Recreational Fire Pits: Campfire - without a screen	■ Remain cautious when burning or having a fire and never leave a campfire pit unattended. ■ Ensure the fire is completely extinguished. Soak It, Stir It, Soak It Again. Repeat if necessary. Ashes should be cool to touch.
Fire Pits - screened	
Barbeque – Charcoal briquette	Allowed
Propane / Natural Gas BBQ	Allowed
For further information, please contact Smoky Lake County at 780-656-3730.	
SIGNATURES:	
FIRE CHIEF: _____	DATE: _____

SCHEDULE “E”

Fire Hazard Level

FIRE RESTRICTION NOTICE

SMOKY LAKE COUNTY is:

☐ UP-GRADING

☐ DOWN-GRADING

TO FIRE RESTRICTION



A Fire Restriction is an indication that the fire danger rating has increased to issued Notice for the purpose of fire prevention and cessation of Fire.

IN EFFECT

Due to extreme fire hazard conditions, Smoky Lake County hereby orders:

☐ Fire Restriction In Effect.
_____,
Time Date

☐ Fire Restriction Removed.
_____,
Time Date

Activity	Restriction Level
Fire Permits	■ NOT allowed. ■ No fire permits will be issued for burning brush, bales, garden or yard debris.
Fireworks	■ NOT allowed.
Off-Highway Vehicles (OHV)	■ Allowed – remember OHV can start wildfires.
Burning Barrels / Incinerators	■ Permitted if they are well-maintained and in good

	working condition: ▶ Covered with a mesh screen with opening no larger than 6mm (1/4"). ▶ Barrels must be placed at least 100 feet away from any structures or standing timber. ▶ A 10-foot non-combustible perimeter around the barrel in maintained.
Recreational Fire Pits: Campfire - without a screen	■ NOT allowed.
Fire Pits: Campfires - screened	■ Allowed - In an approved fire pit only. ▶ An approved fire receptacle is a fire pit constructed of non-combustible materials and have a metal mesh screen.
Barbeque – Charcoal briquette	Allowed
Propane / Natural Gas BBQ	Allowed
Recovery of Firefighting Costs: In accordance with the County's <i>Fire Protection Services Bylaw</i>, any costs incurred by Smoky Lake County Fire Departments in responding to extinguish fires may be charged to the landowner or permit holder. Smoky Lake County urges everyone to use extreme caution when working or driving in grassy areas, be mindful of hot exhaust and keep vehicles clean and free of debris as smoldering debris can fall off and start fires. Be fire smart: remain cautious when burning or having a fire. Ensure the fire is completely extinguished. Soak it, stir it, soak it again. Repeat as necessary. Ashes should be cool to touch. For further information please contact Smoky Lake County at 780-656-3730	
SIGNATURES:	
FIRE CHIEF: _____	DATE: _____



SCHEDULE “F”

Fire Hazard Level

FIRE BAN NOTICE

SMOKY LAKE COUNTY upgrading the current fire restriction to a full

FIRE BAN due to extreme wildfire risk in the area.

Go to www.albertafirebans.ca for current fire ban information



A Fire Ban order issued is an indication that the fire danger

IN EFFECT

Due to extreme fire hazard conditions, Smoky Lake County hereby orders:

☐ Fire Ban In Effect.

Time

Date

☐ Fire Ban Removed.

rating is at an extreme wildfire risk in the area	_____, Time Date	
Activity		
Restriction Level		
Fire Permits	☐ Prohibited ☐ No fire permits will be issued ☐ All previously issued fire permits are hereby Cancelled until further notice.	
Fireworks	☐ Prohibited	
Off-Highway Vehicles (OHV)	☐ Prohibited	
Burning Barrels / Incinerators	☐ Prohibited	
Recreational Fire Pits: Campfire - without a screen	☐ Prohibited	
Fire Pits: Campfires - screened	☐ Prohibited	
Barbeque – Charcoal briquette	☐ Prohibited	
Propane / Natural Gas Stoves	Allowed: - CSA-approved or UL-certified gas/propane barbecues, stoves, and heaters - CSA-approved or UL-certified propane or gas firepits/rings	
A person who sets a fire during this ban may be fined up to a \$1,000.00 and will be responsible for the costs of extinguishing a fire pursuant to the Smoky Lake County Bylaw 0000-25: Fire Protection Services. For further information, please contact Smoky Lake County at 780 3730. THIS FIRE BAN WILL STAY IN EFFECT UNTIL FIRE HAZARD CONDITIONS IMPROVE SIGNIFICANTLY		
SIGNATURES:		
CHIEF ADMINISTRATIVE OFFICER : _____	DATE: _____	
FIRE CHIEF: _____	DATE: _____	



SCHEDULE “G”

Fire Hazard Level

OFF-HIGHWAY VEHICLE (OHV)
RESTRICTION NOTICE



SMOKY LAKE COUNTY: Off-Highway Vehicle Control Bylaw	
For regulating the operations of Off-Highway Vehicles in the Municipality.	
Off-Highway Vehicle (OHV) Restriction issued an order to mitigate the risk of human-caused wildfires	IN EFFECT Due to extreme fire hazard conditions, Smoky Lake County hereby orders: ☐ Off-Highway Vehicle (OHV) Restriction In Effect. _____, Time Date
	☐ Off-Highway Vehicle (OHV) Restriction Removed. _____, Time Date
Activity	Restriction Level
<u>Off Highway Vehicle (OHV) Restriction</u> Prohibits the use of OHVs during a Fire Ban	No person shall operate an Off-Highway Vehicle on Municipal Property, Highways, Permitted Use Areas, or trails within Smoky Lake County in accordance with Smoky Lake County "Off-Highway Vehicle (OHV) Control Bylaw
The Off-Highway Vehicle (OHV) Restriction will remain in effect until fire hazard conditions have significantly improved.	
For further information, please contact Smoky Lake County at 780-656-3730.	
SIGNATURES:	
CHIEF ADMINISTRATIVE OFFICER : _____	DATE: _____
FIRE CHIEF: _____	DATE: _____



SMOKY LAKE COUNTY

Title: Fire Ban	Policy No.: 21-01
Section: 02	Page No.: 1 of 4

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To expedite the process for implementing and/or removing Fire Bans within the boundaries of Smoky Lake County.
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Policy Statement and Guidelines:	
1. STATEMENT:	
1.1	At various time during the year, weather conditions dictate a municipal fire ban which requires specific restrictions in regards to open burning.
2. GUIDELINES:	
2.1	The <i>Forest and Prairie Protection Act</i> , RSA 2000, Chapter F19, Section 7(1) Provides the municipality the authority to implement or remove a Fire Ban.
2.1.1	“The Council of a municipal district is responsible for fighting and controlling all fires within the boundaries of the municipal district and the costs and expenses shall be paid by the municipal district”.
2.2	Factors to be considered for implementing a Fire Ban include:
2.2.1	Information obtained from the Alberta Government.
2.2.2	Sustainable Resources Development updates.
2.2.3	Fire Weather Index.
2.2.4	General conditions throughout the County.
2.3	The Chief Administrative Officer, County Fire Chief and the Reeve jointly may implement and/or remove a partial or total Fire Ban by written order as conditions dictate, as per Schedule “A”: Fire Ban – Immediate Release.
3. PROCEDURES:	
3.1	Bonnyville Regional Fire Authority will be advised with Schedule “A”: Fire Ban –Immediate Release being completed and submitted.

Title: Fire Ban	Policy No.: 21-01
Section: 02	Page No.: 2 of 4

Policy Statement and Guidelines:	
3.2	An order to issue a Fire Ban made under this Policy will be communicated by the following methods:
3.2.1	Council will be notified.
3.2.2	Fire Departments will be notified.
3.2.3	Posted on the County Website, and on any social media used by the County (e.g., Twitter and Facebook).
3.2.4	Posted on AB Fire Ban.com – Website.
3.2.5	Signage: “FIRE BAN IN EFFECT” signs posted at County boundaries along the highways and at the lake and campground entrances within Smoky Lake County.
3.2.6	Fire Permit Holders notified.
3.2.7	Radio Station 790 CFCW notified: c/o Kevin Ottahal at 1-780-437-9231.
3.2.8	R.C.M.P. – Local Detachment notified.
3.2.9	Provincial Parks: c/o Glen Harvey at 1-780-210-0311.
3.2.10	Poster Released: as per Schedule “B”: Poster - No Fires.
3.2.11	Any other means deemed necessary by the Chief Administrative Officer.

	Date	Resolution Number
Approved	September 22, 2011	# 800-11 - Page # 9816
Amended		
Amended		
Amended		

SMOKY LAKE COUNTY

SCHEDULE "A"

FIRE BAN - IMMEDIATE RELEASE



Contact:

Name

Position

Phone:

780-656-3730

Fax:

780-656-3768

E-Mail:

Due to extreme fire hazard conditions the Smoky Lake County hereby orders:

☐

Fire Ban In Effect.

Time

Date

☐

Fire Ban Removed.

Time

Date

No new fire permits will be issued during the period of the ban
and
all previously issued permits are hereby cancelled.

Gas or Propane stoves that are approved for cooking will be allowed.

A person who sets a fire during this ban may be prosecuted and will be responsible for the cost of extinguishing a fire pursuant to the Smoky Lake County Bylaw No. 1233-11: Fire Protection Services.

For further information, please contact Smoky Lake County at 780-656-3730.

**THIS FIRE BAN WILL STAY IN EFFECT
UNTIL FIRE HAZARD CONDITIONS IMPROVE SIGNIFICANTLY.**

SIGNATURES:

CHIEF ADMINISTRATIVE OFFICER :

DATE:

COUNTY FIRE CHIEF: _____	DATE: _____

Schedule "A": Fire Ban – Immediate Release
of 4.

Page 3

Section 02

Policy: 21-01

NO
FIRES

You could be fined up to
\$1,000.00
and liable for all firefighting costs

ALLOWED:
Gas or Propane stoves that

are approved for cooking

www.albertafirebans.ca
for current fire ban information



SMOKY LAKE

Schedule "B": Poster – NO FIRES

Page 4 of

4.



Request for Decision (RFD)

Meeting Date: Thursday, October 9, 2025

Agenda Item: # 10.4

Topic: MCC for Smoky Lake Development Corp loan close out

Presented By: Brenda / Finance

Recommendation:

Motion #1 That Smoky Lake County give second reading to Bylaw No 1483-25 to repeal Bylaw 1413-22: A bylaw authorizing the lending of money to a Municipal Controlled Non-Profit Organization.

Motion #2 That Smoky Lake County give third and final reading to Bylaw No 1483-25 to repeal Bylaw 1413-22: A bylaw authorizing the lending of money to a Municipal Controlled Non-Profit Organization.

Background:

In 2022 bylaw 1413-22 was passed to loan \$590,000 to the MCC for Smoky Lake Development Corp., however the General Security Agreement and advancement of funds were not executed until April 2023.

The bylaw stated that the first payment of \$100,000 would be due December 31, 2024. The MCC for Smoky Lake Development Corp has requested an extension to pay the first payment March 31, 2025. Smoky Lake County received \$100,000 on March 31, 2025, and a further \$490,000 on June 23, 2025.

The first reading of the bylaw to repeal the lending bylaw No 1435-23 by bylaw was given in August. Advertising took place in September as per MGA requirements. WE received no feedback or questions as a result of the advertising.

Benefits:

The loan will be documented as closed
No legal costs will be incurred

Disadvantages:

Smoky Lake County lost interest revenue of \$86,360.94

Alternatives:

- Leave the loan active and continue to charge interest on the balance owing

Financial Implications:

There are no financial implications to the passing of bylaw 1483-25

Legislation:

Amendment and repeal 191



Request for Decision (RFD)

(1) The power to pass a bylaw under this or any other enactment includes a power to amend or repeal the bylaw.

(2) The amendment or repeal must be made in the same way as the original bylaw and is subject to the same consents or conditions or advertising requirements that apply to the passing of the original bylaw, unless this or any other enactment provides otherwise.

265(1) A municipality may only lend money to a non-profit organization, one of its controlled corporations or the designated seller within the meaning of section 30(1) of the Gas Distribution Act, SA 1994 cG-1.5 as it read on June 30, 1998, if the loan is authorized by bylaw. (2) The bylaw authorizing the loan must set out (a) the amount of money to be loaned and, in general terms, the purpose for which the money that is loaned is to be used; (b) the minimum rate of interest, the term and the terms of repayment of the loan; (c) the source or sources of the money to be loaned.

(3) The bylaw that authorizes the loan must be advertised. 1994 cM-26.1 s265;1998 c26 s13

Intergovernmental:

n/a

Strategic Alignment:

n/a

Enclosure(s):

- ✓ Bylaw 1483-25
- ✓ Bylaw 1413-22
- ✓ Schedule "B" Promissory Note and General Service Agreement

Signature of the CAO: 

General Security Agreement

Dated effective as of the 19 day of April, 2023.

BETWEEN:

MCC FOR SMOKY LAKE DEVELOPMENT CORP.

a body corporate duly incorporated pursuant to the laws of the Province of Alberta,
4612 McDougall Drive P.O. Box 310
Smoky Lake, AB T0A 3C0
(the "Debtor")

AND:

SMOKY LAKE COUNTY

4612 McDougall Drive P.O. Box 310
Smoky Lake, AB T0A 3C0
(the "Secured Party")

WHEREAS:

- A. The Secured Party has agreed to lend the Debtor the aggregate principal sum of Five Hundred Ninety Thousand (\$590,000.00) Dollars, which sum is to be repaid together with interest in accordance with the terms and conditions contained in the Promissory Note between the Debtor and Secured Party; and
- B. The Secured Party has required that the Debtor execute and deliver this Security Agreement as additional security for the repayment of the Indebtedness.

NOW THEREFORE IN CONSIDERATION of the Secured Party making advances to the Debtor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Debtor agrees as follows:

1. SECURITY INTEREST

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Secured Party, as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all of the Debtor's present and after-acquired undertaking and personal property including without limitation all Goods (including Inventory and Equipment), Accounts, Chattel Paper, Documents of Title, Instruments, Intangibles, Money and Securities now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including without limitation:
 - (i) all books, files, invoices, letters, papers, disks, documents, records and other repositories of data in any form recording, evidencing or relating to collateral subject to the Security Interest;
 - (ii) all Accessions and all parts, accessories, drawings, specifications, manuals, plans and special tools relating to any Goods;
 - (iii) any property which may now or hereafter be described in Schedule "C" hereto; and
 - (iv) with respect to the property described above in this paragraph (a), all present and future personal property in any form and of any kind;



General Security Agreement

- (A) derived directly or indirectly from any dealing with such property or the Proceeds thereof and in which the Debtor has any interest;
- (B) that is a right to an insurance payment or claim or any other payment as indemnity or compensation for loss of or damage to such property or the Proceeds thereof; or
- (C) that constitutes a payment made in total or partial discharge or redemption of an Intangible, Chattel Paper, an Instrument or a Security;

(all of the property described in this paragraph (a) is herein collectively called the "Collateral").

- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Secured Party herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Secured Party; and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Secured Party.
- (d) The terms "Accessions," "Accounts", "Chattel Paper", "Documents of Title", "Equipment", "Goods", "Instruments", "Intangibles", "Inventory", "Money", "Proceeds", and "Securities", including any singular or plural variation thereof whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Alberta), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "PPSA".
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Secured Party (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Secured Party shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants and so long as this Security Agreement remains in effect it shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), except for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by the Secured Party prior to their creation or assumption;
- (b) each Account, Chattel Paper and Instrument forming part of the Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by cash discounts where applicable, and no Account Debtor will have any defense, set off, claim or counterclaim against the Debtor



General Security Agreement

which can be asserted against the Secured Party, whether in any proceeding to enforce the Collateral or otherwise;

- (c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting the Collateral; the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment;
- (d) the Collateral does not include any Goods that are used or acquired for use primarily for personal, family or household purposes; and
- (e) the name of the Debtor has not changed since the date of its incorporation and there have been no amalgamations or mergers in the corporate history of the Debtor or any of its predecessors.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect the Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by the Secured Party prior to their creation or assumption and not to sell, exchange, transfer, assign, lease, or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to the Debtor:
- (b) to notify the Secured Party promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or the Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) the serial number (as prescribed by the regulations made under the PPSA for use in registrations under the PPSA), model year, make and model of any motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat, outboard motor for a boat or other Serial Number Goods (as such term is defined in the regulations made under the PPSA) at any time included in the Collateral which is held as Equipment, including in circumstances where the Debtor ceased holding the same as Inventory and began holding the same as Equipment if requested by the Secured Party, acting reasonably;
 - (iv) the details of any material claims or litigation affecting the Debtor or the Collateral;
 - (v) any loss or damage to the Collateral;
 - (vi) any default by any Account Debtor in payment or other performances of any material obligations with respect to the Collateral; and
 - (vii) the return to or repossession by the Debtor of the Collateral.
- (c) to keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (d) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further pages identified as forming part of Schedule "C"



General Security Agreement

hereto) as may be reasonably requested by the Secured Party of or with respect to the Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith; and the Debtor hereby appoints the Secured Party or any officer or manager from time to time of the Secured Party or any branch of the Secured Party the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

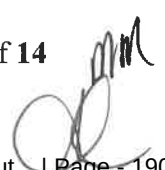
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable;
- (f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably require with loss payable to the Secured Party and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent the Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral, and mark any and all such records and the Collateral at the Secured Party's request so as to indicate the Security Interest;
- (i) to deliver to the Secured Party from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings, relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral;
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request; and
 - (vi) to notify the Secured Party immediately in the event of any change in the name of the Debtor.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and Clause 7 hereof, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

6. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Secured Party to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear of



General Security Agreement

record as the sole owner thereof; provided that, until default, the Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF ACCOUNTS

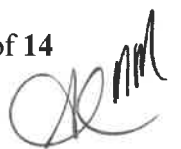
Before or after default under this Security Agreement the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Accounts, Chattel Paper and Instruments forming part of the Collateral to the Secured Party. The Debtor acknowledges that any payments on Accounts, Chattel Paper and Instruments forming part of the Collateral or other Proceeds of the Collateral received by the Debtor from Account Debtors or other Parties, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Subject always to Clause 7 hereof, the Debtor reserves the right, until default, to receive any amounts constituting income from or interest on the Collateral and if the Secured Party receives any such amounts prior to default, the Secured Party shall either credit the same to any bank or deposit account of the Debtor or to any of the Indebtedness or pay the same promptly to the Debtor;
- (b) After default, the Debtor will not request or receive any amounts constituting income from or interest on the Collateral and if the Debtor receives any such amounts, the Debtor will receive the same in trust for the Secured Party and will pay the same promptly to the Secured Party.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, the Debtor authorizes the Secured Party:
 - (i) to receive any increase in or profits on the Collateral (other than amounts constituting income from or interest on the Collateral) and to hold the same as part of the Collateral. Amounts constituting income from or interest on the Collateral shall be dealt with in accordance with Clause 8 hereof;
 - (ii) to receive any payment or distribution upon redemption or retirement of or upon dissolution and liquidation of the issuer of, any Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of the Collateral;
- (b) If the Debtor receives any such increase or profits (other than amounts constituting income from or interest on the Collateral received prior to default) or payments or distributions, the Debtor will receive the same in trust for and deliver the same promptly to the Secured Party to be held by the Secured Party as herein provided.



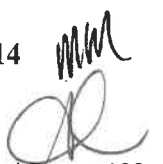
10. DISPOSITION OF AMOUNTS

Subject to any applicable requirements of the PPSA and to the rights of the Secured Party or any Receiver under this Security Agreement or the PPSA or other provisions of the law to make deductions in respect of costs, charges and expenses or to apply costs, charges and expenses as a first or prior charge on the proceeds of realization, collection or disposition of the Collateral, all amounts collected or received by the Secured Party or any Receiver pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Secured Party deems best or, at the option of the Secured Party, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party or any Receiver hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder and is herein referred to as "default":

- (a) the non-payment when due, whether by acceleration or otherwise, of any principal, interest or other amount forming part of the Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement, The Promissory Note or any other agreement between the Debtor and the Secured Party (whether now in existence or hereafter entered into);
- (b) the non-payment when due whether by acceleration or otherwise, of any indebtedness in excess of Ten Thousand (\$10,000.00) Dollars of the Debtor to any other person;
- (c) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, receiver and manager, trustee, custodian or similar official in respect of the Debtor or any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (d) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Debtor or any arrangement or composition of the Debtor's debts or liabilities;
- (e) if any Encumbrance affecting the Collateral becomes enforceable against the Collateral;
- (f) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if an execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the assets of the Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Secured Party to incur any indebtedness or liabilities to or to enter into this or any other agreement with the Debtor or to provide any credit to the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution;



- (i) if the Secured Party in good faith and upon commercially reasonable grounds believes that the prospect of payment or performance of any Indebtedness is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

12. ACCELERATION

Upon default or at any time thereafter, the Secured Party, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this Security Agreement are not intended in any way to and shall not affect any rights of the Secured Party with respect to any Indebtedness which may now or hereafter be Payable on demand.

13. REMEDIES

- (a) Upon default or at any time thereafter, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and a manager) of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees. The Secured Party may from time to time fix the Receiver's remuneration. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (in its existing condition or after any repair, processing or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Receiver may seem reasonable including terms for deferred payment. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances or other credit to enable him to carry on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party, all amounts received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party.
- (b) Upon default or at any time thereafter, the Secured Party may make application to a court of competent jurisdiction for the appointment of a Receiver.
- (c) Upon default or at any time thereafter, the Secured Party may, either directly or through its agents or nominees, exercise any or all of its powers and rights which could be available to a Receiver appointed pursuant to the foregoing subclause (a).
- (d) The Secured Party may take possession of, collect, demand sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default or at any time thereafter, the Secured Party may sell, lease or otherwise dispose of the Collateral (in its existing condition or after any repair, processing, or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party may seem reasonable including terms for deferred payment.
- (e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party and in addition to any other rights the Secured Party or any Receiver may have at law or in equity, the secured party shall have, both before and after default, all rights and remedies of a secured party under PPSA and the Receiver shall have all rights and remedies of a secured party under and to the extent provided in the PPSA. Provided always, that the Secured Party or any Receiver shall not



be liable or accountable for any failure to exercise its remedies, to take possession of, collect, enforce, realize, sell, lease, or otherwise dispose of the Collateral or to institute any proceedings for such purposes. Furthermore, neither the Secured Party nor any Receiver shall have any obligation to take any steps to preserve rights against other parties to any Security, Instrument or Chattel Paper whether the Collateral or Proceeds and whether or not in the Secured Party's or Receivers possession and shall not be liable or accountable for failure to do so.

- (f) The Debtor acknowledges that the Secured Party or any Receiver may take possession of the Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Secured Party or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.
- (g) The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver whether directly or for services rendered (including solicitor and his own client fees, disbursements and other costs on a full indemnity basis, auditors costs and Receiver remuneration), in operating any accounts of the Debtor with the Secured Party, in discharging or satisfying any Encumbrances, borrowings, taxes and other outgoings affecting the Collateral, in keeping in good standing any Encumbrances on the Collateral ranking in priority to any Security Interest created by this Security Agreement, in preparing or enforcing this Security Agreement, in taking custody of, holding, preserving, repairing, processing, preparing for sale, lease or other disposition and selling, leasing or otherwise disposing of the Collateral, in carrying on the business of the Debtor and in enforcing or collecting the Indebtedness; and the Debtor further agrees that all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Secured Party or any Receiver, as permitted hereby, shall be a first and prior charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.
- (h) The Secured Party will give the Debtor such notice or notices, if any, with respect to the disposition of the Collateral as may be required by the PPSA.
- (i) The Receiver or the Secured Party shall have power to make any sale, lease or other disposition of the Collateral as contemplated above in the name and on behalf of the Debtor or otherwise and the Receiver or any officer or manager from time to time of the Secured Party or any branch of the Secured Party is hereby appointed the irrevocable attorney of the Debtor (with full powers of substitution and delegation) for the purpose of making any such sale, lease or other disposition and of executing agreements or documents and taking such action required to complete the same.

14. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things from time to time (including completing and adding or supplementing schedules hereto identifying the Collateral or any permitted Encumbrances affecting the Collateral or identifying the locations at which the Debtor's business is carried on and the Collateral and records relating thereto are situate) as the Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Secured Party or any branch of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of the Secured Party, whenever the Indebtedness is immediately due and payable or the Secured Party has the right to declare the Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Debtor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Secured Party's record subsequent thereto.



General Security Agreement

- (c) Upon the Debtor's failure to perform any of its obligations hereunder, the Secured Party may, but shall not be obligated to, perform any or all of such obligations, and the Debtor shall pay the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 18% per annum, which amount and interest thereon shall be included in the Indebtedness secured hereby.
- (d) The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Security Interest. Furthermore, the Secured Party may demand, collect and sue on the Collateral in either the Debtor's or the Secured Party's name, at the Secured Party's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting the Collateral.
- (e) No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured Party may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. No remedy herein conferred upon or reserved to the Secured Party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder or now existing or hereafter to exist at law, in equity or by statute or pursuant to any other agreement or instrument between the Debtor and the Secured Party that may be in effect from time to time.
- (f) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and, subject to Clause 13(h) hereof, notice of any other action taken by the Secured Party.
- (g) In any action brought by an assignee of any interest of the Secured Party in this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any set-off, claim or defence which the Debtor now has or hereafter may have against the Secured Party.
- (h) Except for any supplements to Schedule "C" hereto or other schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clause 13(h) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered to the party for whom it is intended at the principal address of such party set forth on the first page hereof or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the principal address of such party set forth on the first page hereof or as changed pursuant hereto. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (j) This Security Agreement and the Security Interest created hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is intended to be a continuing Security Agreement and Security Interest.
- (k) This Security Agreement shall not merge in any subsequent security or be taken to be a substitute for any security of any nature whatsoever held by the Secured Party from the Debtor. It is further agreed that the taking of this Security Agreement shall not operate as a merger of the remedies of the Secured Party for

General Security Agreement

payment, satisfaction or performance of the Indebtedness or of the remedies of the Secured Party under any other agreement and notwithstanding this Security Agreement and anything herein contained the said remedies shall remain available and be capable of enforcement against the Debtor and all other persons liable in respect thereof in the same manner and to the same extent as if this Security Agreement had not been made.

- (l) The headings used in this Security Agreement are for convenience only and are not to be considered as part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and vice versa and any reference to gender shall include the masculine, feminine, and neuter gender.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness or to make any advance to or to provide any credit accommodation for the Debtor.
- (p) The Security Interest created hereby is intended to attach:
 - (i) to existing Collateral when this Security Agreement is signed by the Debtor and delivered to the Secured Party, and
 - (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Secured Party do not intend to postpone the attachment of any Security Interest created by this Security Agreement.
- (q) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Alberta as the same may from time to time be in effect, including, where applicable, the PPSA.
- (r) Time shall be of the essence of this Security Agreement.
- (s) This Security Agreement shall enure to the benefit of and be binding upon the Secured Party and the Debtor and their respective heirs, executors, administrators, successors and assigns; provided neither the Debtor nor the Secured Party will assign this Security Agreement without the other party's prior written consent.
- (t) Notwithstanding anything herein to the contrary, to the extent that the provisions of the PPSA impose obligations upon or restrict the rights or remedies herein contained operating in favour of the Secured Party, and which have been waived or varied by the Debtor herein, whether expressly or by implication, but which are by the provisions of the PPSA incapable of waiver or variance by the Debtor, the provisions of the PPSA shall govern and the affected provisions hereof shall be deemed to be amended to the extent necessary to give effect to the said provisions of the PPSA without in any way affecting any other provision or provisions herein.
- (u) The Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (v) The Debtor hereby waives its right under PPSA to receive a printed copy of any financing statement or financing change statement relating to this Security Agreement or any verification statement or other statement used by the Registry (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.



General Security Agreement

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of this 19 Day of April, 2023.

MCC SMOKY LAKE DEVELOPMENT CORP.

Per: Melody Mark
Per: Chen

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SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

NIL

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SCHEDULE "B"

1. Locations of Debtor's Business Operations.
2. Locations of Records relating to Collateral.
3. Locations of Collateral.



GENERAL SECURITY AGREEMENT

SCHEDULE "C"

DESCRIPTION OF SPECIFIC PROPERTY:

N/A



PROMISSORY NOTE

BETWEEN:

MCC FOR SMOKY LAKE DEVELOPMENT CORP.
(the "Borrower")

- and -

SMOKY LAKE COUNTY
(the "Lender")

WHEREAS:

- A. The Lender is a 50% shareholder of the Borrower;
- B. The Lender has passed Bylaw No. 1413-22, pursuant to Section 264 and Section 265 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 to permit the Lender to lend to the Borrower, the money as evidenced herein; and
- C. The Lender has agreed to the making of a loan of Five Hundred Ninety Thousand (\$590,000.00) Dollars to the Borrower upon and subject to the terms, covenants and conditions contained within this Promissory Note.

NOW THEREFORE IN CONSIDERATION of the Lender advancing funds to the Borrower as evidenced by this Promissory Note, the Borrower promises to pay the sums required within this Promissory Note, and the mutual covenants contained within this Promissory Note, the Lender and the Borrower covenant, promise and agree as follows:

1. Loan

The Borrower hereby promises to pay to, or to the order of, the Lender at its address of PO Box 310, Smoky Lake, AB T0A 3C0, or such other address as directed by the Lender, the sum of Five Hundred Ninety Thousand (\$590,000.00) Dollars in lawful money of Canada and upon the following terms:

- (a) interest shall accrue on the balance outstanding from time to time at the rate of six and one half (6.5%) percent per annum, compounded calculated semi-annually and not in advance;
- (b) the indebtedness evidenced hereof shall be payable in accordance with the amortization schedule attached hereto as Schedule "A".

2. Collateral Security

As collateral security for the Loan, the Borrower agrees to provide to the Lender, duly authorized and executed, a General Security Agreement covering all present and after acquired personal property and the proceeds thereof of the Borrower, in a form and content as prepared by the Lender, in the Lender's absolute discretion.

3. Service and Legal Fees

The Borrower shall be responsible for payment of any and all service fees and legal costs (on a solicitor and his own client full indemnity basis) incurred by the Lender in the enforcement of any or all of the terms of this Promissory Note.

4. Event of Default

The occurrence of any one or more of the following shall constitute an Event of Default for all purposes of this Promissory Note:

- (a) if the Borrower fails to pay the indebtedness herein or any portion thereof upon the same becoming due;
- (b) if the Borrower fails to observe or perform any of the agreements, terms, covenants, conditions, provisions, stipulations or provisos contained in this Promissory Note or in the General Security Agreement to be performed by them; or



- (c) if any representation or warranty made by the Borrower in this Promissory Note, General Security Agreement or otherwise, proves to have been untrue or misleading in any material respect as of the date made or deemed made;

A default by the Borrower under this Promissory Note shall constitute a default under any other instruments or agreements, if any, granted by the Borrower in addition to, collateral to, or as security for this Promissory Note.

5. Borrower to Advise Lender

The Borrower agrees to promptly inform the Lender in writing upon the occurrence of any Event of Default, and agree to provide to the Lender written details of the nature of any such Event of Default.

6. Cumulative Remedies

All powers, rights and remedies of the Lender set forth in this Promissory Note shall be cumulative and not exclusive of any other power, right or remedy available to the Lender under this Promissory Note or General Security Agreement or the law to enforce the performance or observance of the covenants and agreements contained in this Promissory Note or General Security Agreement and any other loan or security documentation and no delay or omission of the Lender to exercise any power, right or remedy shall be construed to be a waiver of the right to exercise any such power, right or remedy except to the extent, if any, expressly waived in writing by the Lender. Upon the occurrence of an Event of Default, every power, right and remedy of the Lender set forth in this Promissory Note or afforded by law may be exercised from time to time and as often as may be deemed expedient by the Lender.

7. Pre-payment

Notwithstanding anything contained within this Promissory Note, the Borrower shall be entitled to prepay all or any portion of the above-noted loan at any time without notice, bonus or penalty. This Promissory Note shall remain in full force and effect until all amounts described herein, as well as all obligations of the Borrower, are fully paid and discharged.

8. Extension for Time

The extension of time for payment of all or any part of the amounts outstanding from time to time under this Promissory Note at any time or times shall not release the Borrower of or from their obligations hereunder.

9. Waiver of Presentment

The Borrower hereby waives demand and presentment for payment, notice of non-payment and notice of protest of this Promissory Note.

10. Interpretation

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Promissory Note, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several where applicable to more than one party.

DATED at Smoky Lake, in the Province of Alberta, this 19 day of April, 2023.

MCC FOR SMOKY LAKE DEVELOPMENT CORP.

Per: Melody Morton Melody Morton
Per: Amy Cherniack Amy Cherniack

SCHEDULE "A" – Amortization Schedule

MCC Smoky Lake Development Corp

Amortization Schedule

Loan Value: \$590,000.00

Interest: 6.5% per annum

Payment Due: Dec 31st of each year

			Accrued Principle	Principal Paid	Interest	Balance Owing	Payment
Deferred Interest Payment	31-Dec-22	2022	\$ 590,000.00	\$ -	\$ 38,350.00	\$ 628,350.00	\$ -
Deferred Interest Payment	31-Dec-23	2023	\$ 628,350.00	\$ -	\$ 40,842.75	\$ 669,192.75	\$ -
Payment #1	31-Dec-24	2024		\$ 56,502.47	\$ 43,497.53	\$ 612,690.28	\$ 100,000.00
Payment #2	31-Dec-25	2025		\$ 60,175.13	\$ 39,824.87	\$ 552,515.15	\$ 100,000.00
Payment #3	31-Dec-26	2026		\$ 64,086.52	\$ 35,913.48	\$ 488,428.63	\$ 100,000.00
Payment #4	31-Dec-27	2027		\$ 68,252.14	\$ 31,747.86	\$ 420,176.49	\$ 100,000.00
Payment #5	31-Dec-28	2028		\$ 72,688.53	\$ 27,311.47	\$ 347,487.96	\$ 100,000.00
Payment #6	31-Dec-29	2029		\$ 77,413.28	\$ 22,586.72	\$ 270,074.68	\$ 100,000.00
Payment #7	31-Dec-29	2030		\$ 190,881.93	\$ 17,554.85	\$ -	\$ 287,629.54
Totals				\$ 590,000.00	\$ 297,629.54		\$ 887,629.54
Principal	\$ 590,000.00						
Interest	\$ 297,629.54						
Total Payments	\$ 887,629.54						

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Search ID #: Z15905788

Business Debtor Search For:

MCC FOR SMOKY LAKE DEVELOPMENT CORP.

Search ID #: Z15905788

Date of Search: 2023-Mar-03

Time of Search: 13:26:47

Registration Number: 23030319520

Registration Date: 2023-Mar-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2033-Mar-03 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 MCC FOR SMOKY LAKE DEVELOPMENT CORP.
4612 MCDOUGALL DRIVE P.O. BOX 310
SMOKY LAKE, AB T0A 3C0

Secured Party / Parties

Block

Status

Current

1 SMOKY LAKE COUNTY
4612 MCDOUGALL DRIVE P.O. BOX 310
SMOKY LAKE, AB T0A 3C0
Phone #: 780 656 3730 Fax #: 780 656 3768
Email: county@smokylakecounty.com

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING, WITHOUT RESTRICTION, ALL ACCOUNTS, CHATTEL PAPER,
INSTRUMENTS AND INSURANCE PROCEEDS, AND ALL PROCEEDS THEREOF.
PROCEEDS : ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS,
INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, AND
SECURITIES.

Result Complete

Search ID #: Z15905788

Transmitting Party

BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260

Phone #: 780 497 4800

Reference #: 71105-0063 CMF:LBB

Search ID #: Z15905788

Date of Search: 2023-Mar-03

Time of Search: 13:26:47

Business Debtor Search For:

MCC FOR SMOKY LAKE DEVELOPMENT CORP.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Transmitting Party

BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 71105-0063
CMF:LBB

Security Agreement

Control #: F07655833

Registration Date: 2023-Mar-03

Registration #: 23030319520

Financing Change Statement

Use this section to Renew or Discharge this Registration. Note before returning, make a photocopy for your file.

Place an (X) in the appropriate box

Renew for: ☐ (1-25 years) _____

OR Renew for Infinity: ☐

Total Discharge: ☐ **Discharge permanently removes ALL record of the registration(s).**

Name of Person Authorized to Complete this section	Authorized Signature	Area Code & Telephone #:	Reference #:



mm
de

Security Agreement

Control #: F07655833

Registration Date: 2023-Mar-03

Registration #: 23030319520

The Registration Term is 10 Years

This Registration Expires at 11:59 PM on 2033-Mar-03

Debtor(s)

Block

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PROCEEDS : ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, INSURANCE
PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, AND SECURITIES.

End of Verification Statement

Revised Bylaw No. 1413-22

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
REVISED BYLAW NO. 1413-22

BEING A REVISED BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO AUTHORIZE LENDING MONEY TO A MUNICIPAL CONTROLLED NON-PROFIT ORGANIZATION

WHEREAS pursuant to Sections 264 and 265 of the Municipal Government Act, R.S.A. 2000, Chapter M-26 and amendments thereto, a municipality may loan funds to a non-profit organization or one of its controlled corporations

AND WHEREAS, the MCC for Smoky Lake Development Corp is a non-profit municipal controlled corporation duly incorporated under the laws of the Province of Alberta.

AND WHEREAS, the MCC for Smoky Lake Development Corp; is owned 50% by Smoky Lake County and 50% by the Town of Smoky Lake.

AND WHEREAS, the MCC for Smoky Lake Development Corp will invest in the Smoky Lake Tourism Company Ltd which will invest and or lend funds for local tourism opportunities.

AND WHEREAS, the County of Smoky Lake’s available debt limit established by the provisions of 276(2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 was \$23,249,337

NOW THEREFORE, be it resolved that the Council of Smoky Lake County in the Province of Alberta, duly assembled hereby enacts as follows:

1. Smoky Lake County will lend to the MCC for Smoky Lake Development Corp the amount of Five Hundred Ninety Thousand Dollars (\$590,000) for the purpose of investing in the Smoky Lake Tourism Company Ltd. The term of the loan is eight (8) years.
2. The interest rate offered is 6.5% (per annum), and is based on the MCC for Smoky Lake Development Corp business plan.
3. The loan will be repaid by the MCC for Smoky Lake Development Corp annually on or before December 31 of each year, beginning December 31, 2024 hereafter called the “due date”. The loan will be repaid according to the schedule outlined in Schedule “A”, attached hereto forming part of this bylaw
4. Payments may be made without penalty in advance of the due dates above. Payments in advance of the due date will result in the recalculation of future payments. Interest is due or payable on the outstanding balance at the time of each repayment installment.
5. It is anticipated that the MCC for Smoky Lake Development Corp will repay the loan from investment earning.

24

Revised Bylaw No. 1413-22

- 6. The source of money to be loaned to the MCC for Smoky Lake Development Corp shall be from the General Capital Reserve Fund held by Smoky Lake County. All principal repayments received from the MCC for Smoky Lake Development Corp shall be returned to this reserve. All interest earned shall be allocated to general revenue in the year it is received.
- 7. **Revised to:** The MCC for Smoky Lake Development Corp shall provide Smoky Lake County with an executed Promissory Note and General Security agreement consistent with the terms of this bylaw.
- 8. Any funds not used by the MCC for Smoky Lake Development Corp for the purposes contained in this bylaw or the funding agreement shall be immediately returned to Smoky Lake County.
- 9. This bylaw shall take effect on the day of the final passing thereof and shall remain in effect until all amounts due to Smoky Lake County specified within this bylaw have been received.

READ a First Time **to revise** in accordance with the Municipal Government Act Section 63(2)(g)(ii), this 16th day of **March, 2023**.

READ a Second Time **to revise** in accordance with the Municipal Government Act Section 63(2)(g)(ii), this 16th day of **March, 2023**.

READ a Third and Final Time **to revise** in accordance with the Municipal Government Act Section 63(2)(g)(ii), this 16th day of **March, 2023** and finally passed by Council.



REEVE

SEAL 
CHIEF ADMINISTRATIVE OFFICER



Schedule “A”

MCC Smoky Lake Development Corp
Amortization Schedule
Loan Value: \$590,000.00
Interest: 6.5% per annum
Payment Due: Dec 31st of each year

			Accrued Principle	Principal Paid	Interest	Balance Owing	Payment
Deferred Interest Payment	31-Dec-22	2022	\$ 590,000.00	\$ -	\$ 38,350.00	\$ 628,350.00	\$ -
Deferred Interest Payment	31-Dec-23	2023	\$ 628,350.00	\$ -	\$ 40,842.75	\$ 669,192.75	\$ -
Payment #1	31-Dec-24	2024		\$ 56,502.47	\$ 43,497.53	\$ 612,690.28	\$ 100,000.00
Payment #2	31-Dec-25	2025		\$ 60,175.13	\$ 39,824.87	\$ 552,515.15	\$ 100,000.00
Payment #3	31-Dec-26	2026		\$ 64,086.52	\$ 35,913.48	\$ 488,428.63	\$ 100,000.00
Payment #4	31-Dec-27	2027		\$ 68,252.14	\$ 31,747.86	\$ 420,176.49	\$ 100,000.00
Payment #5	31-Dec-28	2028		\$ 72,688.53	\$ 27,311.47	\$ 347,487.96	\$ 100,000.00
Payment #6	31-Dec-29	2029		\$ 77,413.28	\$ 22,586.72	\$ 270,074.68	\$ 100,000.00
Payment #7	31-Dec-29	2030		\$ 190,881.93	\$ 17,554.85	\$ -	\$ 287,629.54
	Totals			\$ 590,000.00	\$ 297,629.54		\$ 887,629.54
Principal			\$ 590,000.00				
Interest			\$ 297,629.54				
Total Payments			\$ 887,629.54				



MEMORANDUM



Date: March 14, 2023
To: Council
From: Gene Sobolewski, C.E.T.
Subject: Bylaw 1413-22 – Revision Certification

Council,

Pursuant to the *Municipal Government Act*, Section 63(4) states:

(4) A bylaw under this section must not be given first reading until after the chief administrative officer has certified in writing that the proposed revisions were prepared in accordance with this section.
RSA 2000 cM-26 s63;2017 c13 s1(5)

Therefore, I Eugene Sobolewski, Chief Administrative Officer for Smoky Lake County do hereby attest and certify the following proposed revisions to the bylaw were prepared in accordance with the *Municipal Government Act* Section 63(2)(g)(ii) as follows:

Clause 7.0 of the Bylaw is revised to bring out more clearly the intent of the Schedule "B" Promissory note as follows:

Current: 7. The MCC for Smoky Lake Development Corp and Smoky Lake County shall enter into a loan agreement consistent with the terms of this bylaw. The agreement will form Schedule "B", attached hereto and forming part of this bylaw.

Proposed:
7. The MCC for Smoky Lake Development Corp shall provide Smoky Lake County with an executed Promissory Note and General Security agreement consistent with the terms of this bylaw.

Pursuant to Section 63(2)(a)

(2) A bylaw under this section may
(a) omit and provide for the repeal of a bylaw or a provision of a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective;

The Schedule "B" Promissory Note is deleted from the Bylaw 1413-22 as the document is inoperative, obsolete and otherwise ineffective as written. The updated Promissory Note and General Security Agreement shall instead be presented to Council separately with an accompanying motion from Council instructing the MCC to execute the documents prior to receipt of the loan contemplated in Bylaw 1413-22.

Pursuant to Section 63(3), the words "Revised Bylaw" shall be added to the title of Bylaw 1413-22.


Gene Sobolewski, C.E.T.,
Chief Administrative Officer

CH

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1483-25**

NOW THEREFORE, the Council of Smoky Lake County of the Province of Alberta, duly assembled, hereby enacts as follows:

- OFFICER _____ CHIEF _____ ADMINISTRATIVE _____



CAO REPORT – SEPTEMBER 2025

Monthly Manager's Report Template

Department: Office of the CAO

Reporting Period: September, 2025

1. Key Accomplishments

- Council & Committee Support: Agenda packages were prepared and minutes recorded for several key meetings, including the Budget Meeting, Emergency Management Agency Meeting, Regular and Special Council Meetings, and the Joint Health and Safety Committee Meeting.
- Emergency Management & HRVA: Executive Services and Legislative Services attended the Hazard Risk and Vulnerability Assessment (HRVA) session and collected data. This session was held in conjunction with the Emergency Management Agency meeting, which included participation from the RCMP, Smoky Lake County Fire Chief and Deputy Fire Chief, the Thorhild Fire Chief, Community Peace Officers (Thorhild and Smoky Lake County), neighboring municipal CAOs (Town of Smoky Lake, Village of Vilna, and Village of Waskatenau), ATCO, Aspen View School Division, FCSS, and the Buffalo Lake Métis Settlement.
- Election Preparation: Significant time was devoted to preparing for the October election. This included confirming polling stations, ordering supplies such as ballot boxes and privacy boards, coordinating advertising, voter registrar, and working with Communications to ensure voters received accurate and timely information.
- Policy & Administrative Support: Executive Services, Legislative Services and the interim CAO collaborated with Planning & Development, GIS, and Public Works to review and consolidate three key road-related policies (Road Policy, Road Maintenance Policy, and Road Inspections Policy) for future Council consideration.
- Professional Development:
 - Executive Services currently enrolled in the University of Alberta's National Advanced Certificate in Local Authority Administration (NACLAA) program, attending Local Government and Municipal Law classes as part of the supporting ongoing capacity-building in governance and legislation.
 - Legislative Services is currently enrolled in the University of Alberta's National Advanced Certificate in Local Authority Administration (NACLAA) program, attending the Information Access and Protection of Privacy Foundations as part of the supporting ongoing capacity-building in governance and legislation.
- Workshops & Orientation: Planning began for the post-election Council Orientation, the new Council Workshop, and the Highway 28/63 Orientation, along with preparations for the upcoming Organizational Meeting.

- Human Resources: A contract is in place with Lakeland HR to provide human resources, including the development of an organizational chart, employment adds for vacant positions, and the provision of support to the managers and staff.

2. Operational Challenges & Solutions

- Leadership Transition: The departure of the CAO in early September created a leadership gap. The Interim CAO, Executive Services and Legislative Services worked together to ensure business continuity.
- Interim CAO work with Lakeland HR on the recruitment of a CAO.
- The department managed a heavy workload in September, which included numerous meetings, agenda and budget preparations, orientation development, HRVA data entry, and election planning. Through close collaboration between Executive Services, Legislative Services, and the Interim CAO, all deadlines were met and legislative requirements were successfully upheld.

3. Progress on Strategic Goals

- Good Governance & Transparency: Supported Council and Committee meetings, prepared for the election, and planned Council orientations and workshops to strengthen accountability and capacity.
- Emergency Preparedness & Safety: Completed HRVA data entry and supported the Emergency Management Agency meeting, directly contributing to improved community risk awareness and emergency planning
- Organizational Capacity: Contracted Lakeland HR for CAO recruitment and organizational chart development to enhance staffing stability.
- Community Engagement: Coordinated election advertising and provided accurate voter information to foster public trust.

4. Staffing & Resources

The organization continues to face operational challenges in the Public Works Department due to medical leaves and vacant positions. To address these gaps, temporary staff have been hired, and recruitment is underway for casual operators, a Shop Foreman, and a Parts Person.

5. Interdepartmental Collaboration

- Public Works, Planning & Development, GIS: Collaborated on the consolidation of three road-related policies
- Communications: Coordinated advertising for polling stations and election information
- Health & Safety Coordinator: Prepared the Joint Health and Safety Committee agenda package

- Emergency Management Partners: Participated in the Emergency Management Agency meeting, supported data collection, and compiled HRVA findings to improve emergency readiness.

6. Next Steps & Outlook

- Supporting election training and election day activities.
- Delivering the new Council Workshop, Council Orientation, and Highway 28/63 Orientation.
- Assisting Lakeland HR with CAO recruitment and presenting the organizational chart to Council.
- Preparing for the Organizational Meeting.
- Continuing progress in the NACLAA program.
- Finalizing HRVA reporting and incorporating findings into County emergency planning.
- Catching up on municipal filing that was delayed due to September's heavy meeting schedule

Monthly Manager's Report Template

Department: Finance

Reporting Period: September, 2025

1. Key Accomplishments

The Finance Department successfully completed the first budget meeting with Council, setting the stage for detailed budget deliberations in October. The department compiled the proposed ten-year capital budget, ensuring that projected infrastructure, equipment, and service needs are captured in a long-term financial framework.

Staff also continued research into new financial technology systems, particularly those that support modernized fleet and inventory management. These systems are intended to improve efficiency, accountability, and cost tracking across Public Works, Utilities, and other County operations.

2. Operational Challenges & Solutions

The Finance Department faced significant time constraints as the Finance Manager assumed the additional responsibilities of Interim CAO. Balancing executive oversight with the Finance Department's critical tasks, particularly budget preparation required reprioritization of work.

To manage these pressures, Finance staff were delegated additional responsibilities, and certain lower-priority tasks were postponed until after the peak budget and taxation period. Collaboration with other managers also helped ensure that essential financial data was collected on time for budget inclusion.

3. Progress on Strategic Goals

- **Good Governance:** Advanced preparation of the 2026 Budget and the ten-year capital plan, ensuring alignment between Council's priorities and financial capacity.
- **Financial Sustainability:** Explored modern technology for fleet and inventory tracking to improve long-term cost management.
- **Transparency & Accountability:** Delivered timely reporting and financial information to Council, enabling informed decision-making during budget discussions.

4. Staffing & Resources

There have been no changes to staff resources

5. Interdepartmental Collaboration

Finance worked closely with all departments in September to prepare for the upcoming budget cycle. Each department was engaged in a budget meeting to review operating and capital priorities, ensuring their needs are reflected in the 2026 budget draft.

The department also collaborated with Executive Services and Legislative Services to ensure budget documentation and Council meeting materials were accurate and timely.

6. Next Steps & Outlook

- **Property Tax Collection:** Ensuring timely receipting and addressing resident inquiries during peak collection season.
- **Budget Preparations:** Finalizing departmental submissions and preparing the draft 2026 Budget for Council's consideration.
- **Interim Audit Preparations:** Compiling records and schedules required by the auditors, ensuring readiness for the interim audit.
- **Financial System Review:** Continuing evaluation of fleet and inventory management technology, with the goal of recommending options that improve efficiency and transparency.

Monthly Manager's Report Template

Department: Planning and Development Department **Reporting Period:** August/September 2025

1. Key Accomplishments

During this reporting period, the Planning and Development Department was able to process and issue a total of 3 Development Permits and close a total of 1 subdivision file. The Planning and Development Department has been working with the Village of Waskatenau to process an application to amend the Intermunicipal Development Plan between the County and the Village. A joint Public Hearing on the proposed amending bylaw will be held on October 14th.

The Planning and Development Department provided assistance to other departments on various land issues including issues related to grazing leases and surface materials leases. The Planning and Development Department was also involved in developing a solution to address a road encroachment issue and will be working with the affected landowner to rectify the issue.

The Planning and Development Department worked in conjunction with the Smoky Lake County Regional Heritage Board to develop Statements of Significance for two heritage buildings (the Wynnyk House and the Pakan (St. Elias) Church) and has recommended that Council designate them as Municipal Historic Resources.

2. Operational Challenges & Solutions

The Planning and Development Department did not experience any operational challenges during this reporting period save for experiencing some tight deadlines regarding agenda items for Council/Special Council meetings. Additionally, the Planning and Development Manager was away at a conference during the week of September 22nd, making it difficult to respond to inquiries in a timely manner. These challenges were overcome by reprioritizing other tasks to ensure that the tasks with top priority were completed on time. The Planning and Development Manager does not foresee these operational challenges to continue in the future as they were the product of the election cycle combined with issues arising that required immediate attention, and due to conference attendance which only occurs 2-3 times per year.

3. Progress on Strategic Goals

The Planning and Development Department has assisted Council in meeting its Strategic Priorities in the following ways:

- Reviewing existing rules regarding recreational vehicles on agricultural lands (Priority #2 – Proactivity in Development).

- Facilitation of discussion with the Intermunicipal Planning Committee re: IDP amendment (Priority #2 – Proactivity in Development)
- Supporting the GIS Operator with the implementation of the County’s new Service Request system.

4. Staffing & Resources

There were no changes in staffing during this reporting period. The Planning and Development Manager was away for 3.5 days at a conference. At the conference, the Planning and Development attended sessions relating to the following topics:

- The future of AI in a municipal setting;
- Data center development;
- What’s your win? Leadership and strategic planning;
- Noise impact assessments;
- Lakeview Business District Case Study;
- Variances and Discretionary Use Assessment;
- Land and Property Rights Tribunal Update;
- Legal Bear Pit; and
- Development Permit Processing Software Solutions.

5. Interdepartmental Collaboration

The Planning and Development Department has worked in collaboration with other Departments in the following ways:

- Worked with Executive Services, the Public Works Department, the GIS Operator and the Finance Department/CAO to devise a plan to consolidate the County’s Road policies into a single policy to ensure service level expectations are being met and to assist with the budgeting process.
- Worked with Executive Services, the GIS Operator and the Road Foreman to resolve a grazing lease issue near the County’s Legacy Pit.
- Worked with Executive Services to prepare information/solutions related to a delegation to Council regarding a road encroachment onto private land.
- Worked with the Natural Gas Department to prepare information related to the Village of Waskatenau’s proposed terms of annexation.

6. Next Steps & Outlook

The Department’s primary focus during the next reporting period will be to refine the Department’s 2026 Operating and Capital Budgets to reflect feedback received from Council on

the proposed budget. The Department will also be working on the proposed annexation by the Village of Waskatenau as well as next steps relating to proposed development within the lands that are the subject of the proposed annexation. The Department will also be working to finalize the Municipal Land Use Suitability tool and to develop a Siltation and Erosion Control Plan for the Mons Lake Erosion Control Project to determine costs for budgeting purposes.

The Department will also continue its day-to-day tasks processing Development Permit, subdivision, business license and Compliance Certificate applications, and responding to public inquiries/complaints. The Planning and Development Manager also plans on attending the Lunch and Learn on October 14th to learn more about POPA and privacy legislation.

Monthly Manager's Report

Department: GIS **Reporting Period:** September 2025

**Please note this reporting period is from September 18th to September 30th.*

1. Key Accomplishments

- The GIS Operator updated the highest escalation notifications of all requests in Request Management from the past CAO to our Interim CAO. 2025-2026 Snow Clearing Flags were added to our webmap for our Public Works Department to add in as they are purchased. A Condition assessment grade chart and definitions were created and provided to Public Works, in support of the road policy update.
- Compliance reports were compiled through the Titan platform for the Interim CAO and the 2026 proposed GIS budget has been prepared for the next scheduled budget meeting.
- For the upcoming 2025 municipal election: polling stations were updated in our internal and public facing GIS webmap. Voting polling station boundaries were created within the electoral districts and a map was created.
- Attended a meeting with Catalis to review upcoming projects for the County and Region for the remainder of 2025.

2. Operational Challenges & Solutions.

Providing regional support was challenging in September due to high volume of meetings and election preparation.

3. Progress on Strategic Goals

Good Governance & Transparency: Provided GIS support for Council, departments, and election-related data, reinforcing accessible and reliable information sharing.

4. Staffing & Resources

No staffing challenges.

5. Interdepartmental Collaboration

- The GIS operator engaged with Council and administration at the September 18 Special Council Meeting; council approved two polling stations per electoral district and created voting polling station boundaries within their electoral districts.

- The GIS operator provided assistance to Administration, Executive Services and the Returning Officer, providing documents for election reporting and stations.
- Collaboration was active with Communications, the Returning Officer, Interim CAO and Executive Services, during the creation of the 2025 Election Voting Polling Station boundaries and Stations map.
- The GIS attended the September 25th Council Meeting to present the RDF re: Policy 01-28. Council Request for Information and to gather information on current and future GIS needs and be available to assist Council and managers.
- On September 29th the GIS operator, Planning Development Manager and Finance Manager reviewed the proposed 2026 GIS Budget.

6. Next Steps & Outlook

- Add the Voting polling station boundaries to our internal and public facing webmap.
- Continue with GIS support for 2025 Election creates and print maps.
- Schedule a meeting with the region to review new GIS projects for the fall of 2025.
- Develop an internal knowledge base document for QAlert.
- Complete updates of fillable forms within QAlert.
- Schedule additional GIS training and webinars to strengthen capacity.

Monthly Manager's Report

Department: Public Works **Reporting Period:** September 2025

1. Key Accomplishments to be completed: What are you working on?

During September, the department drafted a new Road Maintenance Policy that combined the existing road, road maintenance, and road inspections policies. A new condition assessment procedure was incorporated into the draft, which was reviewed with the Public Works Manager and sent for further review on September 23. Additional work included preparing a capital budget request for replacement of the shop A/C recharge unit, updating the five-year road plan, and recording odometer readings for all Enterprise fleet vehicles. The department also supported shop staff with general inquiries and parts or supply orders. Assistance was provided with sand totals in preparation for sand/salt mixing from September 29 to October 1. Rees NDT completed crane and hoist inspections on units 110, 623, and 624, with repairs pending. Shop hoist repairs were scheduled, and follow-up was completed regarding AMVIC licensing for the shop

The dry weather and harvest season kept graders and the water truck busy repairing roads and maintaining them in good condition. Old dust controls and stretches of oil-based roads were reclaimed, while patching was carried out across the County. Whipper-snipping was completed around bridge decks and guardrails, damaged signs were replaced, and new signs were installed. Trees were cut and cleared across the County, culverts were installed and maintained, and gravel was hauled to both projects and divisions as needed. Private gravel loads were also delivered to ratepayers who placed orders. Dirt work at Gladden's Pit reclamation was completed and prepared for seeding into grass. Cleanup work was carried out at County dumps, and the Public Works yard was organized in preparation for winter. Meanwhile, mechanics remained busy keeping County assets operational and, on the road,

2. Operational Challenges & Solutions

In September, the department faced staffing shortages due to employee vacations and illnesses, which affected the ability to complete all planned work. Temporary Operator 3 and Operator 4 positions were posted and filled internally to cover the grader vacancy created by illness

Similar challenges continue into October, with four employees on medical leave and other adjustments to staff positions. This shortage of manpower had a direct impact on departmental capacity and efficiency.

3. Staffing & Resources:

One employee moving into a temporary Operator 4 role and another into a temporary Operator 3 role. The department remained short-staffed at times due to vacation scheduling and equipment demands.

4. Interdepartmental Collaboration

In September, Public Works collaborated with the Interim CAO, Executive Services, Planning and Development, and GIS to review and consolidate three key policies: the Road Policy, the Road Maintenance Policy, and the Road Inspections Policy. The purpose of this collaboration was to align road maintenance with the appropriate levels of service established by Council and to ensure that the policies accurately reflect current practices. The consolidated draft was reviewed and prepared for submission as part of an RFD to Council.

5. Next Steps & Outlook

Looking forward, the department's priorities include completing a full inventory count when staff availability allows continuing with regular maintenance, and ensuring all operations and assets are fully prepared for the winter season

Monthly Manager's Report

Department: Natural Gas **Reporting Period:** September 1-30, 2025

1. Key Accomplishments

- Completed four new gas service installations and installed eight secondary gas lines
- Began construction on the service line installation and upgrade at the Healing Waters Center.
- Completed 155 line locates and 3 emergency locates.
- Responded to 3 service calls (gas odor complaints).
- Repaired a pipeline that was struck and severed by contractors.
- Repaired one underground leak that was found by recording gas pressures and noticing a pressure drop between residences.
- Attended the Federation Managers Meeting in Red Deer Sept 17-19.
- Attended the Emergency Management Agency meeting hosted by the County and engaged with local municipalities, organizations, and companies to review potential emergency scenarios.

2. Operational Challenges & Solutions

- Odorant truck activity has been slower the previous reporting period, as the “catch up” from the odorant truck being out of commission for an extended period has since passed. 60 hours total for this reporting period.
- Due to the current postage strike will pose an interruption in sending out the monthly natural gas invoices to those that receive theirs via mail. Notices will be posted on social media and the County website to provide alternative ways for residents to receive and pay monthly natural gas invoices.
- Our supplier that we purchase replacement AMR meter transmitters, sold us and a few other gas utilities refurbished transmitters, which, unknown to the supplier, were not Measurement Canada certified. The manufacturer, the supplier, and the Federation worked together with us to obtain certification for these refurbished units, which I am currently completing a report to the Federation, as per their request, to compile information on the units that were installed.

3. Progress on Strategic Goals

- Emergency Services & Safety: Completed numerous lines locates, service calls, and emergency odor responses, directly supporting the County’s priority of maintaining safe and reliable natural gas service.

- Proactivity in Development: Advanced planning for the Healing Waters Center service line installation demonstrates proactive infrastructure support, aligning with Council's vision of fostering growth and community development.
- Good Governance: Billing improvements, including the integration of communication on the new Request Management software, contributed to enhanced transparency and resident engagement.

4. Staffing & Resources

- Staff holidays were accommodated without major disruption to operations.

5. Interdepartmental Collaboration

- Processed monthly water meter readings and issued corresponding water bills for Warspite residents.
- Worked with the Interim CAO on the 2026 Natural Gas budget.

6. Next Steps & Outlook

- Planning and commencing construction on a pipeline upgrade for the Highway 28/63 Warspite water booster station to accommodate a backup natural gas generator.
- Compiling a list of halls operating within the County to provide information to council regarding alternate funding options to assist halls with operational costs.

Monthly Manager's Report

Department: Environmental Operations **Reporting Period:** September 16 to September 30, 2025

1. Key Accomplishments to be completed: What are you working on?

- Performed daily water and wastewater facility checks, documentation, and routine maintenance.
- Completed daily water checks, reporting, and maintenance for the Hwy 28/63 Regional Waterline.
- Resubmitted the RFP for solid waste hauling and disposal. Council approved a contract with Smoky Lake Waste and Recycling, finalized on September 30, 2025. Unsuccessful proponents were notified.
- Inspected fire pits at all campsites and repaired them as required.
- Inspected and pumped out Regional Waterline CAVs across the County.
- Completed a directional waterline flush in Warspite to improve water clarity.
- Prepared the Hwy 28/63 Regional Waterline Services Commission report for the October 1, 2025 meeting.
- Removed swim platforms and buoys from Mons and Hanmore Lakes.
- Removed all docks from lakes throughout the County.
- Spread four tandem loads of material at Mons Lake Campsite.
- Cleaned and pushed up burn pits at the transfer stations.
- Completed 14 Regional Waterline locates during the reporting period.

2. Operational Challenges & Solutions

Unwanted items continue to be dropped off at bin sites, including tires, furniture, appliances, and mattresses. Staff are required to visit the sites and remove these materials. Additionally, break-ins have occurred at the Smoky Lake and Spedden Landfills; RCMP reports have been filed.

3. Staffing & Resources:

The department is currently fully staffed. However, staff are beginning to take accumulated holiday time, which may affect availability in the coming weeks.

4. Interdepartmental Collaboration

- During this reporting period Public Works cat and operator assisted the department with pushing up the landfills as well as the burn pits and metal piles.

- Special thanks for the Public Works Department and Mechanical staff for preparing, arranging, delivering the Waste truck for auction.
- Thank you to Executive Services for assisting with the Waste hauling and disposal contract.

5. Next Steps & Outlook

- Begin removal of fallen and unsafe trees at campsites once the camping season is complete.
- Continue repairs to County playgrounds.
- Winterize truck fills and fire hydrants before freezing weather.
- Conduct performance evaluations for water department employees.

Monthly Manager's Report Template

Department: Communications

Reporting Period: September 2025

1. Key Accomplishments

Encouraged public participation with posting and sharing information about the: of 2025 – 2029 Financial Plan, notices for public hearings on Bylaws 1482-25 and 1486-25, advertised Bylaw 1483-25, posting meeting agendas and packages on website, special council meetings, and invitation to tender advertising.

Election advertising increased and included advertising the Notice of Nomination Day, hiring of election workers, polling station location posters for different advertising media, created official candidate listing and Notice of Advance Vote ad.

ASB Producer At Large advertising

Communications also participated in some community initiatives including attending the Regional Emergency Management Agency meeting and met with the Grade 6 teacher from H. A. Kostash School about the local government unit and how the county can assist on some initiatives for the students.

2. Operational Challenges & Solutions

A Key challenge this month is the urgent election advertising that needs to be completed in a required timeframe by the *Local Authorities Election Act*. Another challenge was ensuring that all advertisements were not only produced quickly but also communicated clear and accurate information about the multiple polling stations. Time management and priority setting was essential to ensure everything was advertised on time.

3. Progress on Strategic Goals

- **Good Governance & Community Engagement**
Election-related communications supported transparency and strengthened public trust through a range of initiatives. These included Notice of Nomination Day advertisements, promotion for hiring election workers, polling station location posters across multiple advertising channels, the creation of the official candidate listing, and Notice of Advance Vote advertisements. Each advertising initiative reinforced the County's commitment to openness and citizen participation in the democratic process. Public engagement advertising of Public Hearings and land tenders support the strategic vision of creating a strong, well-informed community.

- Cultural Diversity & Education
Publishing the Grapevine and maintaining active social media channels promoted inclusivity, knowledge-sharing, transparency and community connectedness.

4. Staffing & Resources

- Participated in the Regional Emergency Management Agency meeting on September 10, 2025.
- Completed the Fundamentals of Crisis Communications course in September and is registered to begin the Developing Crisis Communication Plans on October 6, 2025.

5. Interdepartmental Collaboration

The Communications Department collaborates with all County departments to share service updates and information with the public. In September Communications worked closely with Legislative Services and the Returning Officer to support election-related communications and collaborated with Agriculture Services to advertise for the Producer-at-Large.

Communications also met with the Finance Manager to review the 2026 Communications operational budget.

6. Next Steps & Outlook

Looking ahead, the Communications Department will:

- Prioritize election communications, including promoting the polling stations, register of candidates, Notice of Election ad, maintaining the Election webpage and supporting materials
- Progress through the Crisis Communications micro-credential program.
- Maintain day-to-day responsibilities, including social media engagement, website updates, and advertising County programs and services.

Monthly Manager's Report

Department: Agricultural Service Department **Reporting Period:** Oct 1-31st

1. Key Accomplishments to be completed: What are you working on?

The Agricultural Department is continuing roadside mowing and is now working on the second pass. Preparation of the October 7th ASB meeting packages have begun. They will be sent out in advance of the meeting. I will also be completing the canola disease survey and sampling to ensure submissions are sent to the Crop Diversification Centre on time. The Northeast AAAP Regional meeting is scheduled for October 2nd.

2. Operational Challenges & Solutions

Having an Agricultural Fieldman available only eight days per month creates challenges in completing all required tasks.

3. Staffing & Resources:

The department is focusing on the most pressing priorities.

- Trevor is in and out of the office as he is on vacation for harvest until October 10th.
- I am working eight days per month, as outlined in my contract.

4. Interdepartmental Collaboration

The department is working with Communications to advertise for ASB Producers-at-Large. New members will be selected in coordination with the municipal election.

5. Next Steps & Outlook

Upcoming priorities include:

- Preparing RFDs for Extension Programming, the Tractor Tender, and the ASB Producer-at-Large.
- Processing applications for ASB Producers-at-Large (deadline October 20th).
- Supporting the new ASB members attending the Northeast Regional Conference on November 3rd.

Additional work:

- Roadside mowing will continue in accordance with policy.
- Mower operators will assist with grass seeding for the Public Works reclamation project in mid-October.
- Renewal of the Pesticide Service Registration for 2026.

Monthly Manager's Report Template

Department: Fire Protective Services **Reporting Period:** September 1-30, 2025

1. Key Accomplishments

- Research was completed with private insurance companies on contents insurance for the fire department and an RFD was submitted for the September 11 Council meeting.
- Fire Chief attended the council meeting and presented the RFD.
- Fire Chief met with the CAO and legislative department to review the Fire Protective Services Bylaw and RFD.
- The 2026 Fire Protective Services draft operational budget was completed with the CAO/finance manager.
- Fire Storm completed the fire investigation on an arson structure fire, and we will be submitting the pictures, fire reports, insurance information and 911 dispatch to the investigator.
- The 2026 Fire Services Training Grant application was completed and submitted to the province.

2. Operational Challenges & Solutions

- Smoky Lake Engine 459 new auto inject stopped working and was repaired at the County Shop.
- Smoky Lake Engine 459 check transmission warning keeps coding when crews are responding to calls, the County shop continues to work on the truck September 16, September 26 and now October 1 to try rectifying the issue.
- Vilna Engine 451 rad hose blew a leak with the County Shop completing a service call and adding antifreeze to the apparatus.
- Vilna Rescue 429 built in generator had electrical issues in August, was repaired and now needs to be scheduled in for repair again
- Vilna Rescue 429 front tire blow out returning from a call, the truck was towed to the fire hall where crews removed the tire, got new tire and installed back on the truck.
- Smoky Lake County water truck and water tanker are currently unavailable and will be looking for water hauling solutions outside of the municipality as the members signed up through the County were not available when requested.
- The Fire Chief and deputy Fire Chief will be completing equipment checks as some of the equipment was inoperable when needed.
- A meeting will be scheduled with RCMP, Alberta Transportation, Emcon and Fire Department to discuss detours and scene operations on provincial highways.

3. Progress on Strategic Goals

4. Staffing & Resources

- One member started the National Fire Protection Association (NFPA) 1002: Pump Operator Evaluation and will be completed in October.
- 8 members from Smoky Lake Fire completed First Aid, AED and CPR training on the weekend of September 27-28.
- 15 members from Smoky Lake Fire completed WHMIS training on September 29.
- 2 members attended the Zone 3 Fire Chiefs Meeting on September 27.
- Incident Responses:
 - Smoky Lake Fire: 4 collisions, 1 structure fire, 1 agricultural fire, 2 grass fires, 4 medical calls, and 3 fire alarms.
 - Vilna Fire: 2 collisions, 1 structure fire, 1 agricultural fire, 3 grass fires 1 wildland fire, 2 medical calls, 1 natural gas leak and 1 fire alarm.
 - Waskatenau Fire: 1 grass fire.
- In September, backup coverage was required six times by a second fire department due to low member turnout to complete the tasks required safely.

5. Interdepartmental Collaboration

- Working with Public Works to repair and maintain the fire apparatus.
- Working with Lac La Biche Forestry for fire suppression efforts on a wildfire.
- Working with RCMP, Emcon and Public Works to deal with a major incident on Highway 28.
- Working with the RCMP and contract fire investigator on an arson structure fire
- Working with CAO, finance and Legislative department to complete the draft operational budget for the Fire Department and reviewing the Fire Protective Services Bylaw.

6. Next Steps & Outlook

- Commercial Solutions will be scheduled to complete the pump testing and ladder inspections on the fire apparatus
- 1 member will be attending fall fire meeting with Forestry on October 27

Weekly Manager's Report Template

Department: Community Peace Officer **Reporting Period:** September 2025

1. Key Accomplishments

- Appointment was granted in early September.
- Focused enforcement on commercial vehicles near gravel pits.
- Completed the MRF set up.
- Ongoing investigations to unsightly properties.
- Tuning forks we recertificated to maintain compliance.

2. Operational Challenges & Solutions

- Coordination with IT and MRF report system to schedule download date for system updates.
- Currently reviewing options and prices Starlink installation to improve vehicle connectivity.

3. Staffing & Resources

- NONE

4. Interdepartmental Collaboration

- Worked with RCMP, Interim CAO and Executive Services for monthly schedule and reviewed priorities.
- Attended the Emergency Management Meeting and the HRVA Session
- RCMP requested a JFO to assist in the Pumpkin Fair.

5. Next Steps & Outlook

- Continue monitoring commercial vehicle traffic near gravel pits and other hotspots
- Progress with implementation of Starlink connectivity solution.
- Continue collaboration with RCMP on traffic enforcement and community safety.

**Please note that October report will have the stats, as the MFR system was just installed.*

Monthly Manager's Report Template

Department: Health & Safety

Reporting Period: September 2025

1. Key Accomplishments

During this reporting period, the Joint Health and Safety Committee Meeting was held, with all agenda documentation prepared and circulated in advance. A major accomplishment was the completion of the revised audit report for the qualification audit, which included a review of documentation, interviews, and observations. The audit report was submitted to AMHSA ahead of the September 23 deadline. Following this, the audit report went through the quality assurance review process and came back with minor clarifications to complete before October 7, 2025.

Progress also advanced in Emergency Management. The Health and Safety Coordinator, with the help of the Executive Services, successfully hosted the Emergency Management Agency Meeting. The collaboration occurring during the Emergency Management Agency Meeting resulted in a completed HRVA (Hazard, Risk, and Vulnerability Assessment) with input and expertise provided by key stakeholders and service providers in the community. Various potential hazards were identified for the community and were weighted based on history, vulnerability, maximum impact, and probability. Controls for these hazards were also identified to outline how the agency is already protecting the community. Alberta Emergency Alerter Status was also maintained by completing a monthly practice alert.

Operationally, the 2026 Health and Safety Budget was reviewed and any additional costs for conferences, training, subscriptions, first aid supplies, and safety supplies were planned for the upcoming year and accounted for in the budget, ensuring the continuous improvement to the Health and Safety Management System is carried forward to the upcoming year.

2. Operational Challenges & Solutions

The most significant challenge this month was balancing the revision of the qualification audit with ongoing departmental responsibilities, alongside arranging and hosting the Emergency Management Agency Meeting with various service providers and stakeholders within the community. With the help of co-workers and the ability to work from home for a few days, all deadlines were met for the month.

3. Progress on Strategic Goals

Notable progress was made toward advancing the County's strategic goals in Emergency Services. By engaging with key external agencies and collaborating at the Emergency

Management Agency Meeting, steps were taken to ensure stronger coordination and alignment among service providers. This collaboration will enhance the County's ability to respond effectively to emergencies that directly impact the community and align directly with the strategic priority of ensuring community safety and preparedness, as the completed HRVA will allow the County to ensure its regional emergency plan is up to date and effective.

4. Staffing & Resources

There were no staffing changes in this department during the reporting period. The Health and Safety Coordinator was on vacation for five days during the reporting period, and incident investigation duties were delegated to department managers and the executive assistant, who have all received formal incident investigation training, ensuring investigations continued without interruption.

During this period, the Health and Safety Coordinator/Director of Emergency Management was reassigned as the Deputy Director of Emergency Management, resulting in a change of positions regarding emergency management for the County.

The Health and Safety Coordinator also completed a "Audit Report Writing and Auditor Governance Training Seminar" provided by AMHSA.

5. Interdepartmental Collaboration

The success of the Health and Safety Department continues to rely on input and collaboration from all County departments. The Joint Health and Safety Committee provides an ongoing opportunity for representatives from across the organization to meet, share concerns, and identify solutions to safety issues. This month, collaboration also extended to the Emergency Management Agency including representatives from all County departments, as well as key stakeholders in the community such as the Town of Smoky Lake, Village of Vilna, Village of Waskateneau, RCMP, ATCO, Telus, Metis Crossing, Aspen View School District, and surrounding municipalities such as Lamont County, Thorhild County, and Buffalo Lake Metis Settlement to ensure the successful completion of a HRVA for the community.

6. Next Steps & Outlook

For the next reporting period, this department's focus is to ensure that the May-October 2025 Action Plan for COR Maintenance has all items complete before the internal audit that will be conducted by the department reviewing the entire health and safety management system for the whole organization, starting in November. Some action items that remain are to provide managers/supervisors with training to support them in their roles, which Executive Services has been helping with during the "Lunch and Learns." The Health and Safety Coordinator will also be looking into assigning mental health first aid or crucial conversations training to managers

and supervisors for this item. Another action item is to complete formal inspections at all county-owned locations. Collaboration with managers is required to complete these at the white earth gravel pit/Scale Shack, Legacy Pit, Sawka Pit, and Bodgan's Pit, as they are the only ones that remain. Emergency response drills will be conducted at the Bellis Transfer Station, Vilna Transfer Station, and Waskatenau Transfer Station, as these are the only permanently manned facilities that have not been completed yet, and any deficiencies identified will be corrected. Lastly, an order will be placed for various first aid kits and emergency supplies to ensure compliance with OHS Legislation. In October, the Health and Safety Coordinator will also be attending 3 conferences to gain knowledge and build relationships with other municipalities, including the Bordering on Disaster Conference, the AMHSA Conference, and the Disaster Forum Conference. This department will also be assisting the DEM in the completion of the report following the Emergency Management Agency Meeting.

MOTION NO.	RESOLUTION	Assigned to	Due Date	Status	Comments
09-Jan-25					
09-Feb-25					
13-Mar-25					
10-Apr					
22-Apr-25					
24-Apr-25					
459-25 Halisky	That Smoky Lake County directs the Community Peace Officer to develop an OHV Policy for a future council meeting in May.	Community Peace Officer		In Progress	A policy has been drafted and will be submitted to the Alberta Solicitor General for review to ensure compliance with the applicable legislation.
460-25 Halisky	That Smoky Lake County directs the Administration to assess the repairs needed on the existing quad and fitting it for use for future use of the Community Peace officer.	Community Peace Officer		In Progress	Lights have been ordered Will come to the October 9, 2025
08-May-25					
12-Jun-25					
550-25 Céré	That Smoky Lake County Council approve the back sloping program project along the lands legally described as NW-12-58-14-W4, as per the application received from Brad Shapka, dated March 4, 2025, and subject to the pass of an inspection conduction by the Public Works Manager or designate, upon completion the County will provide funding to the applicant in the amount of half the total cost of the project up to a maximum amount of \$5,000.00, in accordance with County Policy Statement No.03-21-06	Public Works, Road Foreman and Finance		In Progress	Will begin spring/summer of 2026
553-25 Serben	That Smoky Lake County Council Host a Smoky Lake County Open House event in the Spring of 2026	CAO, Public Works & Administration		In Progress	Details will be planned after the interim budget is approved for 2026.
28-Aug-25					
667-25 Halisky	That Smoky Lake County Council defer approval and consider the operational plan and capital investment at Council's discretion during the 2026 budget deliberations.	Public Works		In progress	Will be considered for Budget 2026
674-25 Halisky	That Smoky Lake County Council direct administration to reissue the tender with a more focused scope, using the same criteria for each individual tender, for the September 25, 2025 Regular Council Meeting.			Completed	RFD Issued Sept 3, 2025 - Closing on Sept 15 and will be presented to Council Sept 25. Contract was sent to Company
679-25 Serben	That Smoky Lake County give first reading to Bylaw No 1483-25 to repeal Bylaw 1413-22: A bylaw authorizing the lending of money to a Municipal Controlled Non-Profit Organization and to advertise said bylaw in accordance with the Municipal Government Act, in the Redwater Review and on the County's website.	Finance		In Progress	Advertising was posted Sept. 15 On the October 9 th Regualr Council Meeting

681-25 Céré	That Smoky Lake County approve to allocate the remaining funding from the 2025 Family and Community Support Services (FCSS) Grant budget in accordance with Policy no 08-17-01: Family and Community Support Services (FCSS) grant as follows: \$687 to Warspite Community Hall Association to host a Community Engagement/Volunteer night.	Finance/Accounts Payable		Completed	
682-25 Serben	That Smoky Lake County write off \$1,421.88 interest on Account SMOK001 Smoky Lake Agricultural Society.	Finance/Accounts Payable		Completed	
694-25 Serben	That Smoky Lake County Policy Statement No. 08-26-01 Community Capital Grants Program Policy be approved with amendments. • Remove 3.2.6 and add a process for application for extensions	Finance / Legislative Services		In Progress	Amendments in Progress
700-25 Céré 701-25 Halisky 702-25 Gawalko 703-25 Serben	That Smoky Lake County gives Bylaw No. 1488-25: Smoky Lake County Regional Fire Rescue Services, for the purpose of establishing an Inter-Municipal Regional Agreement for the provision of a Smoky Lake County Regional Fire Rescue Services was given: 1st Reading, 2nd Reading, Permission for 3rd Reading, & 3rd & Final Reading.	Fire Department/ Legislative Services / Communications		In Progress	Awaiting the other municipalities to pass their bylaw. This will also be on the Orgazizational Meeting.
704-25 Gawalko	That Smoky Lake County Bylaw No. 1488-25: Smoky Lake County Regional Fire Rescue Services be in effect January 2026 as collaboration for a regional fire service deliver for Smoky Lake Region in respect to the Budget Schedule “E”	Fire Department/ Finance / Communications		In Progress	
705-25 Fenerty	That Smoky Lake County appoint Reeve Jered Serben and Deputy Reeve Dominique Céré as the two elected representatives, and Councillor Lorne Halisky as the alternate member, to the Advisory Committee as outlined in Schedule 'B' – Terms of Reference of the Smoky Lake County Regional Fire Rescue Services Bylaw No. 1488-25.	Legislative Services / Executive Services		In Progress	Awaiting the other municipalities to pass their bylaw. This will also be on the Orgazizational Meeting.
719-25 Serben	That Smoky Lake County Council acknowledges receipt of the response letter from Mr. Michael Botros, P.Eng., Regional Director, regarding the unsuccessful grant applications submitted under the 2025 intake of the Strategic Transportation Infrastructure Program (STIP), and further directs Administration to forward the correspondence to the Minister, along with an expression of the County's concerns regarding its lack of success in securing funding under the program.	Legislative Services / Executive Services		Completed	
04-Sep-25					
11-Sep-25					

25-Sep-25					
802-25 Serben	That Smoky Lake County Council approve the provision of a forklift, along with a qualified operator, to assist the Smoky Lake Agricultural Society during the Smoky Lake Pumpkin Fair for the purposes of unloading and loading ice cover sheets at the Smoky Lake Complex.	Public Works		In progress	
805-25 Céré	That Smoky Lake County Council work with land owner of NW 12-58-18 to remedy the issue of encroachment and register the road plan established in 2023, furthermore purchase the 0.321 hectares (0.79 acres) from the landowner.	CAO/Planning and Development Officer			
807-25 Gawalko	That Smoky Lake County Council direct Administration to advise the landowner of adjacent land to the north of Road Plan 3716P that the County is willing to negotiate the sale of said land at no cost to the county.	CAO/Planning and Development Officer			
808-25 Halisky	That Smoky Lake County Council advertise a Limited Invitation to Tender, pursuant to Policy No. 13- 01: Surface Lease of Municipally-Owned Properties, for the lease of the municipally-owned property legally described as: PT. NE-30-59-14-W4M, for a twenty-five (25) year term, on the County's website and social media channels and in the Redwater Review, with a closing date of Friday, October 10, 2025, at 4:00 Mountain Time.	Planning and Development Officer			
809-25 Fenerty	That Smoky Lake County Council serve a Notice of Intention to Designate the Wynnyk House, located on the lands legally described as SW-27-58-13-W4M, as a Municipal Historic Resource, to the owners of said lands, pursuant to Section 26 of the Historical Resources Act, and to instruct administration to prepare a Designation Bylaw for Council's consideration following the expiry of the 60-day notification period.	Planning and Development Officer			
810-25 Céré	That Smoky Lake County Council serve a Notice of Intention to Designate the St. Elias (Pakan) Church, located on the lands legally described as Plan 5011CE, Block A, as a Municipal Historic Resource, to the owners of said lands, pursuant to Section 26 of the Historical Resources Act, and to instruct administration to prepare a Designation Bylaw for Council's consideration following the expiry of the 60-day notification period.	Planning and Development Officer/ Communications			
811-25 Halisky	That Smoky Lake County Council direct Administration to defer Bylaw 1432-23 (Recreational Vehicle Bylaw) to a Committee of the Whole meeting in January 2026 for further discussion, including recommendations, with participation from the Community Peace Officer, Planning and Development, Parks and Recreation, and the Chief Administrative Officer.	Legislative Services / Executive Services			

814-25 Halisky	That Smoky Lake County Council award the Hauling and Disposal of Solid Waste Contract to Smoky Lake Waste and Recycle LDT for a three (3) year term, commencing October 1, 2025 and ending October 31, 2028, based on the contractor's submission demonstrating the best overall value to the County in terms of cost-effectiveness, service reliability, and capacity to meet operational requirements.	CAO / Parks & Recs		Completed	Contract Signed and work has commenced
815-25 Gawalko	That Smoky Lake County Council direct Administration to place Unit 112A, 2020 Peterbilt Garbage Truck, for auction at the next available public auction sale at the earliest possible opportunity.	Parks and Rec / Public Works / CAO		Completed	Was delivered week to Michener Allen Auctioneering Ltd
816-25 Céré	That Smoky Lake County Council approve the following Tax Notification properties to be advertised for Tax Sale to be held December 12, 2025 at 10:00 AM	Finance / Tax Clerk / Communications		In Progress	The motion was provided to the Tax Clerk. Advertising will be placed in the Alberta Gazette as per MGA
817-25Halisky	That Smoky Lake County Council take no action regarding the letter dated August 19, 2025, and direct Administration to investigate alternative funding options to support community hall groups with operating costs.	Gas Dept.		In Progress	Will come to a November meeing
818-25 Serben	That Smoky Lake County Council fund the Smoky Lake Town and County Golf Course as per letter to the maxium funding of \$11,000 as a one time lump sum payment , which will be released upon proof of completion and inspection of the completed septic project.	Finance / Executive Services / Legislative Services		Complete	Letter Sent Via Email
820-25 Serben	That Smoky Lake County Council approve to provide funds in the amount of \$1,000.00 to the Smoky Lake Fire Department towards the Heritage Weekend Fireworks, held on August 3, 2025.	Finance		Complete	Motion forwarded to Accounts Payable for payment on Oct 3
821-25 Serben	That Smoky Lake County enter into a contract with Aspen View Public School Board to facilitate the 2025 Trustee Elections for Ward 5.	CAO / Executive Services / Legislative Services		Completed	
822-25 Serben	That Smoky Lake County Council accepts the priorty roads report as information and direct Administration to Draft a new, consolidated Road Maintenance Policy with supporting procedures for Council's consideration, incorporating road condition assessments, exceptional road categories, and priority road calculations, to be presented for first reading at October 9, 2025, Regular Council Meeting.	Public Works / Executive Services / Legislative Services		In Progress	

823-25 Fenerty	That Smoky Lake County Council approve Policy Statement No. 01-28-03: Council Request for Information, as amended, to incorporate the update of the software provider and subscription term in Section 4, Guideline 4.4, and to reflect the revisions to Procedures in Section 5, specifically the amendments to 5.1 and 5.2, and the deletion of 5.3.	GIS		In Progress	
826-25 Serben	That Smoky Lake County Council accept the letter from the President of the Smoky Lake Food Bank, and direct Administration to prepare a response advising that the County will not be entering into a contract at this time; further, that the space will continue to be available for use, with the understanding that services be provided in a manner respectful of County staff, and that a Food Bank representative accompany patrons to and from the entrance of the County building to help minimize gathering in common areas.	CAO / Executive Services / Legislative Services		Completed	Letter Email Sept 26, 2025
833-25 Gawalko	That Smoky Lake County Council authorize Administration to enter into a contract with Lakeland HR for the purpose of recruitment of a Chief Administrative Officer.	CAO		Completed	
834-25 Serben	That Smoky Lake County Council direct Administration to collaborate with Lakeland HR to develop an Organizational Chart incorporating Council's recommendations, and present it for Council's consideration at the October 9, 2025, Regular Council Meeting.	CAO		Completed	Presenting at the October 9, 2025 Council meeting
835-25 Halisky	That Smoky Lake County Council direct Administration to respond to the Waskatenau annexation letter, and further direct Administration to bring back research and information regarding the possible implications of the proposed Waskatenau annexation to the Budget Meeting scheduled for October 2, 2025.	Gas / Planning Development		Completed	Presenting at the October 9, 2025 Council meeting
836-25 Fenerty	That Smoky Lake County Council reschedule the Joint Municipalities Meeting, originally scheduled for September 29, 2025, at 5:00 p.m., to a future date due to upcoming elections and municipal priorities.	Executive Services		Completed	Email sent on September 25, 2025 to All Municipalities and Representatives invited

RMA Member Briefing

Minister of Municipal Affairs Mandate Letter

Overview

On September 22, 2025, the Premier provided Hon. Dan Williams, Minister of Municipal Affairs, with a [mandate letter](#). The letter includes several significant directives, many of which could have significant impacts on municipal land use and development, finance, governance, and autonomy.

The letter includes 13 directives. Based on RMA's analysis, the directives can be broadly grouped into the following themes:

- ◆ Land use planning and development
- ◆ Municipal Finance
- ◆ Municipal Governance
- ◆ Municipal autonomy
- ◆ Other

This document is intended to provide RMA members with an initial summary and analysis of the mandate letter and follow-up/next steps. RMA has reached out to Minister Williams and Municipal Affairs staff to better understand the intent and implementation process related to the directives, as well as to seek an opportunity to work with government to mitigate risks and impacts the directives may have on rural municipalities.

The directives and analysis related to each theme are on the following pages.

Overall Analysis

The mandate letter indicates an interest on the part of the GOA in making significant changes to how municipalities function. RMA continues to prioritize a partnership with the GOA which includes mutual recognition that provincial and municipal levels of government must work together to support strong communities and economic growth. Unfortunately, the mandate letter appears to suggest that municipalities present a series of "problems to be fixed," rather than recognition of municipalities as another level of government with which to partner. Rather than a focus on continuing to work with RMA to address fundamental challenges impacting rural municipalities, such as eliminating legislative loopholes to allow non-payment of municipal taxes, and developing a stable, equitable regulated assessment model, the letter prioritizes reductions in municipal autonomy as solutions to problems that are still yet to be supported with evidence, or in some cases even defined.

RMA plans to pursue collaboration with government to ensure that implementation of the mandate letter directives minimizes risks to municipal autonomy and viability. However, it is disappointing that this must be the focus, as opposed to working together to implement directives that reflect a partnership and respect for municipalities on the part of the GOA.

Land use planning and development

Directives

- ◆ Continue working with municipalities and local businesses to benchmark, measure and reduce the time it takes to approve permits to create a more attractive business investment environment.
- ◆ Review and engage on how the government can support urban development that meets young Albertans' goals of home ownership in safe, affordable, attractive, livable family-friendly communities that reflect Alberta's distinct values and heritage.
- ◆ Complete development of an 'Automatic Yes' permitting program which will set shortened approval timeframes for all permitting overseen by the Ministry of Municipal Affairs coupled with an automatic approval for applications that are not rejected prior to the lapse of the maximum allowable assessment period.
- ◆ Streamline approval processes and reduce impediments for all permitting overseen by the Ministry of Municipal Affairs to enable the timely development of affordable housing.

Analysis

The directives related to land use planning and development are linked to streamlining permitting processes and reducing approval timelines. Since early 2025, RMA has participated in the Government of Alberta's "Enabling Growth and Housing Affordability" engagement, which has focused on reviewing various municipal powers and processes related to land use and development with the intent of reducing barriers to residential construction. The engagement has included a focus on approval timelines, development permit requirements, and an "automatic yes" permitting program.

RMA's position through the engagement and in relation to the mandate letter is based on the following:

- ◆ Lack of clarity on need for further streamlining: As Alberta is currently leading the country in residential construction development, it is unclear as to why further streamlining is warranted, especially if it reduces municipal land use planning autonomy.
- ◆ Lack of clarity on causes of lengthy application processing times: Based on RMA engagement with municipalities, lengthy permit and approval processing times, particularly in rural municipalities, are rare. When they do occur, they are usually tied to incomplete/incorrect applications or applicants with limited experience that require extra support from the municipality. Reducing timelines or limiting the scope of permitting requirements are unlikely to address applicant difficulties, and if anything may exacerbate them.
- ◆ Applicability to rural permitting and approvals: Both the engagement and mandate letter appear to be focused on urban municipalities, based on references to affordable housing and urban development. RMA is concerned that changes intended to streamline urban residential development could cause unintended consequences in rural areas, especially related to industrial development. Any changes in this area must be evaluated through a rural lens.
- ◆ Risks of automatic yes permitting: Depending on the scope and requirements, automatic yes permitting could introduce significant risks to municipalities. An automatic yes system is one in which municipalities automatically approve, without review, certain low-risk or routine permit applications. This concept is also applied to automatic approval of more complex permits if the municipality is unable to process them within a legislated timeframe.
 - Such a requirement could lead to confusion for applicability to non-residential permits (especially those that intersect with provincial approval requirements), less

collaboration on complex applications as municipalities choose to deny them rather than risk exceeding timelines, abuse by applicants submitting intentionally poor quality submissions to exceed timeline, and may increase the risk of unsafe developments and the likelihood of appeals.

Municipal Finance

Directives

- ◆ In consultation with municipalities and the business community, explore and make recommendations for ways to limit excessive municipal property tax increases for businesses and residents.
- ◆ Develop and implement a strategy to protect Albertans from specialized municipal taxes directed at homes that are not a primary residence.

Analysis

Municipalities have access to a very limited set of revenue-generating tools, with property taxes being by far the most important. While the first directive above is quite broad, the reference to limiting “excessive” property tax increases implies the possibility of potentially significant reductions to municipal autonomy. Sudden year-to-year changes in property tax rates are often linked to a deteriorating assessment base, other serious fiscal challenge facing a municipality, or the product of ongoing provincial downloading of costs related to policing seniors housing, collection of education taxes, and others. In this way, such an increase is typically not “excessive” from a municipal perspective, although it may be perceived as such by property owners. For this reason, RMA would strongly prefer that the GOA work with RMA and other municipal stakeholders to understand how frequently “excessive” tax rate increases occur across the province, what may be driving sudden changes to municipal tax rates and seek ways to mitigate this through funding or capacity support.

If this is proven to be a widespread problem, there is a need to understand and address the root causes prior to taking a punitive approach by limiting the ability of some or all municipalities to set tax rates based on local needs and priorities. Doing so is likely to exacerbate the underlying issues and lead to new unintended consequences related to viability risks and sudden decreases in service levels.

Municipal Governance

Directives

- ◆ Complete work on a universal code of conduct for elected municipal officials and senior municipal staff that strengthens decorum and protects the freedom of speech of elected members, while ensuring an elected member cannot be impeded from fulfilling their duties as an elected representative by their elected colleagues.
- ◆ Review and provide recommendations regarding how to strengthen the role of elected municipal officials as the key policy and decision makers and supervisors of unelected municipal officials in municipal governments.
- ◆ Conduct a review of compensation and benefits for municipal officials to ensure taxpayer dollars are being respected and compensation levels are commensurate with time commitment and responsibility, including through the establishment of a municipal salary disclosure.

Analysis

To function effectively, municipalities must have the autonomy to make decisions that reflect local preferences while being supported by accountability mechanisms to address inappropriate or counter-productive behaviour. Strong municipal governance is also dependent on a clear delineation between the roles of elected officials and administrators. All three of the directives included within the “municipal governance” theme have the potential to significantly impact how councils and administrators function.

Earlier in 2025, Bill 50’s removal of previous code of conduct provisions came as a surprise to many. While opinions on the benefit versus risk of the change were mixed among municipalities, the decision left a sudden gap in relation to governance accountability mechanisms. While the previous code of conduct regime included significant weaknesses, the complete absence of an accountability mechanism introduced new risks to municipal governance. While a universal code of conduct (as referenced in the directive) may address some of the weaknesses of the previous approach, it will be important to ensure that it is sufficiently strong to support consistency in how complaints are launched, investigated and responded to without allowing for over-reach or abuse of code powers to stifle dissenting opinions, while also recognizing that municipalities have varying levels of capacity.

The directive also introduces significant questions as to who will be responsible for implementing codes of conduct (municipality, central body, or both), scope of sanctions, appeal mechanism, responsibility for costs (if a central body is formed), or to whom codes will apply (the reference to “elected municipal officials and senior municipal staff” is vague).

Bill 50 also introduced changes to CAO accountability requirements, including some that municipal stakeholders have deemed as impractical (such as requirements that CAOs report on all instances of exercising “natural person powers”). The directive related to strengthening the role of elected officials as “key policy and decision makers and supervisors of unelected municipal officials” indicates that additional accountability and reporting requirements are forthcoming. While RMA recognizes the importance of transparency and communication as driving components of strong council-CAO collaboration, characterizing the relationship as supervisory rather than a partnership undermines the importance of clear roles and mutual respect between councils and CAOs.

RMA is unclear on the intent behind the compensation review and salary disclosure directive for municipal “officials” (it is not clear if this is specific to elected officials or includes administration as well). While such a requirement may enhance transparency, it will be crucial that such disclosures are provided with adequate context as to why compensation may vary across municipalities and how this is driven by local conditions. Failing to do so could lead to unfair or misinformed public criticism, and potentially negatively impact interest in running for municipal office as well as recruitment and retention of highly skilled and experienced administrators.

Municipal Autonomy

Directives

- ◆ Work collaboratively with municipalities to eliminate conflicts between provincial policy and municipal bylaws and policy.
- ◆ Review and make recommendations to strengthen Alberta's municipalities to ensure all Albertans are served by strong viable communities with the appropriate capacity to efficiently and effectively deliver necessary services.

Analysis

In 2024, Bill 20 amended the MGA to allow Cabinet to amend or repeal municipal bylaws that do not align with "provincial policy." RMA's initial response to this change included the following analysis:

This amendment increases the influence that provincial politics can have in local government. While the current Minister has insisted that he has no plans to use the power (which begs the question of why it is included in the bill), RMA foresees a wide range of possibilities, including a lowering of tax rates or development levies in response to industry or developer pressure, elimination or modification of road ban requirements, a reduction or elimination of penalties on unpaid taxes, and many others. Basically, as the bill is written, if it is in a bylaw, it could be repealed or amended in a specific municipality or a provincewide basis.

The introduction of political parties in local government introduces a future scenario where this power could be used by the province for partisan political purposes. If a council consists of party members not aligned with the provincial government, these new powers could be used to undermine the ability of a municipality to operate in the local interest, or force unwilling municipalities to address certain local issues in alignment with the province's preferred approach.

Bill 50, released in 2025, allowed for further progression of this power by allowing for regulation-making authorities to define "provincial policy." At this point, no regulation has been drafted. However, this directive indicates that the GOA will prioritize ensuring that they may exercise this power moving forward.

The Minister has publicly stated that this directive is intended for large cities, specifically in relation to implementation of policies or services that the GOA views as non-core. From RMA's perspective, this does not ease concerns with the potential future use of the power to interfere in municipal decision-making related to land use planning, tax rates, or other areas.

The second directive related to municipal viability is quite broad and open to interpretation. Municipal viability is an ongoing issue across the province, and RMA has indicated to the Minister of Municipal Affairs a willingness to collaborate in reviewing current viability monitoring and dissolution processes to ensure that the appropriate metrics are used to track municipal health, and that the viability review and dissolution process properly consider impacts on absorbing rural municipalities. Ultimately, supporting viable communities is based on ensuring that each receives appropriate provincial support relative to

their infrastructure and service delivery responsibilities, and that downloading of provincial responsibilities no longer occurs.

RMA will be seeking clarity on the references to “appropriate capacity” and “necessary services,” as neither are currently used to inform municipal health or viability to RMA’s knowledge. If properly defined and measured, such an approach may be helpful, but if such terms are applied in a subjective or non-data supported manner, they could lead to unintended impacts.

Other

Directives

- ◆ Maintain and build relationships of trust, partnership, and open dialogue with municipal leaders across the province and bring feedback and solutions from these discussions with municipal leaders to Caucus and Cabinet for timely consideration and action.
- ◆ In coordination with the Minister of Transportation and Economic Corridors, who is lead, and the Associate Minister of Water, accelerate the development of an integrated water program that facilitates increased water treatment and distribution for residential, industrial, and agricultural water use across Alberta.

Analysis

RMA appreciates the commitment to build partnerships with municipalities and is pursuing the same goal. As mentioned in the initial analysis earlier in this briefing, many of the directives in the mandate do not appear to reflect this intent.

RMA appreciates continued work on a new water funding stream to direct provincial support to municipal water projects serving non-residential properties. To RMA's knowledge, this would be already underway. RMA is concerned that the program, as currently envisioned, attempts to support both non-residential projects in rural areas, as well as residential projects in high-growth urban areas. Combining two very different purposes under one funding envelope risks confusion and difficulties in evaluating projects against one another.



FEATURED:

Minister of Municipal Affairs Receives New Mandate Letter

The letter provides a series of directives for the Minister to pursue in areas related to land use planning and development, finance, governance, and local autonomy.

[Learn more...](#)

MEMBER BULLETINS

Member bulletins are posted to [RMAAlberta.com](https://www.rmaalberta.com) regularly each week.

Below is a list of all the member bulletins compiled from the past week.

Monthly Resolution Update – September 2025

To improve reporting on resolution advocacy, the RMA is releasing a monthly bulletin highlighting recent actions undertaken on select active resolutions.

[Learn more...](#)

RMA Insurance: Preventing Wrongful and Constructive Dismissal Claims

When making staffing dismissal decisions, the employer is at risk of a claim against them for either wrongful or constructive dismissal. In this bulletin, RMA Insurance reviews best practices for preventing these types of claims.



AGRICULTURE UPDATE

**Moisture Situation Update -
September 17, 2025**

JOB POSTINGS

[Learn more...](#)

REMINDERS

RMA's Response to 2025 Emergency Social Services Framework

In light of an updated Emergency Social Services (ESS) Framework, RMA prepared a response outlining how the framework aligns with Resolution 7-24S and provided the Government of Alberta with key recommendations to work towards continually improving ESS.

[Learn more...](#)

RMA Truth and Reconciliation Day Resources

RMA has created a list of resources for members to use for Truth and Reconciliation Day and for continued learning.

[Learn more...](#)

Data Centre Levy Announcement

A two percent levy will apply to computer equipment in grid-connected data centres over 75 MW.

[Learn more...](#)

Drought Flood Protection Program Funding

The next intake for Drought and Flood Protection Program funding opens on October 1, 2025.

[Learn more...](#)

RMA Insurance: Preparing Vacant and Seasonal Properties

Winter is once again upon us, bringing snow, ice, and sub-zero temperatures along with it. It is also the time to winterize any of your vacant properties or seasonal

Beaver County
**Community Peace Officer
Level I**

Lac La Biche County
**Support Clerk, Strategy &
Community Growth**

Sturgeon County
**Program Lead, Financial
Operations**

Strathcona County
**Environmental Planning
Specialist**

Kneehill County
Transportation Supervisor

Foothills County
**Planning & Development
Officer**

Regional Municipality of Wood
Buffalo
**Manager, Development
Planning**

Starland County
**Temporary Administrative
Assistant**

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**LOOKING FOR
INFORMATION FROM
A PREVIOUS ISSUE?**

View our **Contact newsletter
archive** or our **member
bulletin archive**.

Learn more
about the key
issues facing rural
Alberta by reading

buildings to prevent weather-related issues. Check out some tips from RMA Insurance.

[Learn more...](#)

our **position statements**.

Register Now for the RMA 2025 Fall Convention & Tradeshow

Registration is now open for the RMA 2025 Fall Convention & Tradeshow, taking place November 17-20 at the Edmonton Convention Centre. Please note, you do not need to wait until after the election to get your council registered. You can register with placeholders, and we will be in touch following the election with instructions on how to update your registrants' names.

[Learn more...](#)

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Notice of Elections and Procedures for 2025 RMA Board of Directors

Four seats on the RMA Board of Directors are up for election at the RMA 2025 Fall Convention.

[Learn more...](#)

Resolution Deadline for 2025 Fall Convention

Resolutions must be submitted by October 7 to be added to the Fall 2025 resolution order paper.

[Learn more...](#)

Awards and Recognitions

During the fall convention, RMA presents awards and honours those who have passed away. Members can submit nominations and information for the following:

- **Long Service Awards**
- **In Memoriam**

Submissions for Long Service Awards and In Memoriam are now open and will be received until October 17, 2025. For enquiries, please contact **Tammy Reil**, **Administrative Coordinator for Policy and Advocacy**.

ANNOUNCEMENTS

MCCAC Updates

- You're Invited – Oct 8 Net-Zero Project Workshop: Join MCCAC in Red Deer on October 8 for a full-day Project Initiation Workshop focused on accelerating net-zero municipal projects. The session will feature presentations, breakouts, and a hands-on worksheet to help you move your project from concept to action.

Participants will receive the worksheet in advance and work in facilitated groups to refine their ideas with coaching from technical experts. Whether you're exploring retrofits, clean energy, or other community scale net zero projects, this workshop is designed to help you build momentum. **Register** by October 3 to secure your spot.

RhPAP's AIR Toolkit

- RhPAP's **AIR Toolkit** is a practical, community-driven guide to help rural Alberta communities **attract, integrate,** and **retain** healthcare professionals. The **AIR Toolkit** is a free, modular resource made up of separate, self-contained sections that can be used independently or in combination. This resource has been developed by RhPAP to support rural communities in creating sustainable, community-led solutions for local healthcare workforce challenges. **Learn more.**

IN THE NEWS

- **Fundraising continues to be cornerstone of child advocacy centres in Alberta**
- **Municipal affairs minister told to get more involved in local governments**

- **Rural Alberta commitment stays strong in new mandate letter, transportation minister says**
- **'We all deserve answers': Reeve demands accountability after AHS audit flags \$1M 'misappropriated' by EMS provider**
- **Mobile units for cancer detection in rural Alberta**
- **HALO air ambulance grounded for Emergency Health Services Alberta review**
- **Alberta teachers to vote on tentative contract agreement**



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Nisku, AB T9E 8N5

You are receiving this email because you are subscribed to the RMA Contact newsletter.

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From: [Kevin Kisilevich](#)
To: [Go East of Edmonton](#)
Subject: Urgent Letter of Support Request for Go East RTO for Travel AB Funding (By October 20)
Date: October 1, 2025 1:28:24 PM
Attachments: [Sample Letter of Support for Go East RTO Travel AB Investment Fund 2026.docx](#)

Some people who received this message don't often get email from kevin.goeast@gmail.com. [Learn why this is important](#)

Hello Tourism Partners,

We would like to thank everyone for your support over the past years as we continue to develop and promote tourism in the region.

Recently 2025 was once again a *successful summer of growth with a large increase in Travellers/Roadtrippers creating increased revenue across the region.*

We are asking once again for a letter of support for what is an extremely important grant application for the 2026 Travel Alberta Rural Development and Promotion Fund.

We are asking for letters to be emailed to us by the Morning of October 20, at the latest. Travel AB has made the deadline early this year.

We are the DMO that Travel Alberta has trusted to promote the region for many years now, and we need to apply every year for funding to ensure we can continue to grow tourism for all your communities.

We are applying for a total amount of \$100,000. Year after year we have been successful and grown traffic and visitation with this campaign. This funding enables us to promote the whole region through 2026 through an effective, integrated and coordinated digital and major media marketing campaign through summer, fall and winter. Our campaign will promote roadtrips, outdoor experiences, events, attractions, culture, ag & culinary, organizations and businesses.

We will promote all areas from bordering Edmonton to Northeast (Lakeland region), East and Southeast of Edmonton (Central Prairies, Battle River region), and we previously won the Travel AB Award for marketing for this successful campaign.

We know there is a Municipal election soon so we ask if an Elected Official or a staff member such as a CAO or EDO is able to supply the letter is much appreciated.

We ask if you are able to use the attached sample of a letter of support and please email us the letter in a pdf format asap on or before October 20 at the latest. You can email directly to me at kevin.goeast@gmail.com and/or to info@goeastofedmonton.com. (This funding was just recently announced with a short time to apply so we appreciate your support)

We look forward to supporting and promoting the region to grow tourism and the visitor economy in the region. You are welcome to contact me also to discuss this further.

With Sincere Thanks,

Kevin D. Kisilevich
 Managing Director



GO EAST of Edmonton Regional Tourism

Kevin.goeast@gmail.com

780-632-6191

#Goeastofedmonton

Follow us on Facebook, Instagram, @GoEastofEdmonton

See our Amazing Travel Guide online: www.GoEastofEdmonton.com

We respectfully acknowledge the traditional and ancestral lands of the First Nations Peoples of Treaty 6, Treaty 8 and Treaty 10 Territories and the Homeland of the Métis Nation. The Go East of Edmonton Region continues to be home to Indigenous Peoples, past and present, and we recognize the vital contribution of Indigenous culture, history and perspectives in our shared past, present and future.