



AGENDA

Municipal District No.124 Regular Council
Wednesday, September 24, 2025 - 10:00 AM - MD Council Chambers

Page

CALL TO ORDER

ANNOUNCEMENTS / OPENING REMARKS

ADOPTION OF THE AGENDA

- 3.1 September 24, 2025, Regular Meeting of Council Agenda

Proposed Motion: Move to adopt the September 24, 2025, Regular Meeting of Council Agenda as presented.

ADOPTION OF MINUTES

- 4.1 September 10, 2025, Regular Meeting Council Minutes

4 - 9

Proposed Motion: Move to adopt the September 10, 2025, Regular Meeting of Council Minutes as presented.

[09102025 DRAFT REG Minutes](#)

REQUESTS FOR DECISION

- 5.1 Designated Signing Authorities

10 - 12

Proposed Motion: Move that Council designate Murray Kerik (Reeve) or Lana McCann (Deputy Reeve) and Barry Kolenosky (Chief Administrative Officer) or Kristen Schalin (Director of Finance) as authorized signing authorities for the Municipal District of Lesser Slave River No. 124.

[Request for Decision - Designated Signing Authorities](#)

[ADM-12-12 Bank Account Policy](#)

DELEGATIONS

- 6.1 Alberta Forestry and Parks/9 Mile Recreation Society at 10:30 a.m.

13 - 32

- Norbert Raffael, Dave Hugelschaffer, Evan Baranyk & Lindsay Gropp

Proposed Motion: Move to accept the information and delegation's presentations as information and further investigate the Trail Management Agreement and necessary MOU with the 9-mile Recreation Society for the operations of the trails and bring forth at a future Council Meeting for consideration and ratification.

[Council briefing Delegations Funding sources Designated and Provincial Trails September 24,2025 Regular council](#)

[Generic Trail Agreement Template 23Feb2024](#)

REPORTS

- 7.1 New Council Orientation Information 33 - 34
- Proposed Motion: Move to accept the New Council Orientation briefing as information.*
[Briefing, September 24 Council Orientation](#)
- 7.2 Mitsue WTP Emergency Repairs Update 35 - 36
- Proposed Motion: Move to accept the Mitsue WTP Emergency Repairs Update as information.*
[09242025 - Council Briefing - Mitsue WTP Emergency Repair](#)
- 7.3 Finance Monthly Report 37 - 42
- Proposed Motion: Move to accept the Municipal District of Lesser Slave River No. 124 - Statement of Operations as of August 31, 2025, for information.*
[RFD - Motion as of August 31, 2025 - Statement of Operations MDLSR as of August 31, 2025](#)
- 7.4 Board Reports - Agricultural Services
- Agricultural Service Board - Councillors Melzer and Fulmore
 - Veterinary Services Incorporated - Councillors Melzer and Fulmore
- 7.5 Board Reports - Community Futures
- Community Futures Slave Lake - Councillor Sand
 - Community Futures Tawatinaw Region - Councillor Melzer
- 7.6 Board Reports - Airport
- Slave Lake Airport Services Commission - Councillors Seatter, Fulmore and Pearson
- 7.7 Board Reports - Education Libraries
- Peace Library Systems - Councillors Pearson and Sand
 - Slave Lake Regional Library Board - Councillor Sand
- 7.8 Board Reports - Economic Development
- Slave Lake Chamber of Commerce -Deputy Reeve McCann
- 7.9 Board Reports - Seniors and Housing
- Lesser Slave Lake Regional Housing Authority - Councillors Pearson and Sand
 - Homeland Housing - Councillor Melzer
- 7.10 Board Reports - Inter-Municipal Committees - Reeve Kerik, Deputy Reeve Spencer, Councillors Sand and Seatter
- 7.11 Board Reports - Planning & Development
- Municipal Planning Commission - Deputy Reeve Spencer, Councillors Seatter, Pearson and Fulmore
- 7.12 Board Reports - Tourism
- Slave Lake Regional Tourism - Reeve Kerik
- 7.13 Board Reports - Reeve Appointments
- Northern Alberta Development Council/Northern Alberta Elected Leaders
 - Director of Wildfire Legacy Corporation

- 7.14 Board Reports - Regional Alliances
 - Alberta North Central Alliance - Reeve Kerik and Councillor Sand
- 7.15 Board Reports - Tri-Council Committees
 - Tri-Council Health Advocacy Committee - Councillors Pearson, Melzer and Fulmore
- 7.16 Board Reports - Waste Management
 - Athabasca Regional Waste Management Services Commission - Councillors Sand and Fulmore
 - Lesser Slave Regional Waste Services Commission - Manager Kolenosky, Deputy Reeve Spencer, Councillors Pearson and Seatter
- 7.17 Board Reports - Watersheds
 - Lesser Slave Lake Watershed Council - Councillors Seatter and Pearson
- 7.18 Board Reports - All Council Committees
 - Tri-Council (MD/TOSL/Sawridge First Nation)
 - Pembina River District No.3
 - Disaster Service Committee

Proposed Motion: Move to accept the verbal Board Reports from Council as information.

NEW BUSINESS

- 8.1 Full Sized Garbage Bins - Widewater

Proposed Motion: Move to accept the discussion regarding Full Sized Garbage Bins in Widewater as information.

- 8.2 Emergent Meeting with Ministers Update

Proposed Motion: Move to accept the discussion on Emergent Meeting with Ministers as information.

CONFIDENTIAL ITEMS - CLOSED SESSION

- 9.1 CLOSED SESSION as per the following Section (s) 20, 21, and 22 of the Access to Information Act (ATIA)

Delegate - Associated Engineering at 1:30 p.m.

- Smith Waterline Update

- Land Sales

Proposed Motion: Move to go into Closed Session at _____ p.m.

Proposed Motion: Move to return to Open Session at _____ p.m.

NOTICE OF MOTION

ADJOURNMENT

MINUTES

**Regular Meeting of Council
Municipal District of Lesser Slave River No. 124
September 10, 2025
MD Council Chambers**

- MEMBERS PRESENT** Murray Kerik - Reeve
Lana McCann - Division 2
Darren Fulmore - Division 1
Nancy Sand - Division 1
Norm Seatter - Division 2
Sandra Melzer - Division 1
Brad Pearson - Division 2
- IN ATTENDANCE** Barry Kolenosky - Chief Administrative Officer, MDLSR
Tony Janson - RCMP Superintendent
S/Sgt. Pike - RCMP Eastern District
S/Sgt. Sehn - RCMP Westlock
S/Sgt. Bruyns - RCMP Slave Lake – via Teams
Chris Schmelzle - Associated Engineering
Harmanan Dhamija - Associated Engineering
Shari Spencer - Assistant Director of Field Services, MDLSR
Janie Freckelton - Document Conveyance & Program Coordinator, MDLSR
Jeremy Dumaresque - Assistant Director of Utilities, MDLSR
Kristen Schalin - Director of Finance, MDLSR
Pearl Lorentzen - Lakeside Leader
Marilyn Gladue - Recording Secretary, MDLSR
- CALL TO ORDER** Reeve Kerik called the meeting to order at 10:00 a.m.
- ADOPTION OF AGENDA** **September 10, 2025, Regular Meeting Council Agenda**
MOTION 391-25
Moved by Councillor Fulmore to adopt September 10, 2025, Regular Meeting Council Agenda as amended:
Add: - 9.1 Returning Officer
- 9.2 Calcium - Marten Beach
- 9.3 Playground – Marten Beach
- 9.4 Signage – Marten Beach
- Southshore Drive Maintenance
- Otter Creek Water Supply
- Closed Session – two delegates
- Closed Session – Staffing – Section 29
- Closed Session- Intergovernmental Relations – Section 26
- Postpone Board Reports
- CARRIED**
- ADOPTION OF MINUTES** **August 20, 2025, Regular Meeting of Council Minutes**
MOTION 392-25
Moved by Councillor Pearson to adopt the August 20, 2025, Regular Meeting of Council Minutes as presented.
- CARRIED**
- August 28, 2025, Regular Meeting of Council Minutes**
MOTION 393-25
Moved by Councillor Sand to adopt August 28, 2025, Regular Meeting of Council Minutes as presented.
- CARRIED**

MINUTES
Municipal District of Lesser Slave River No. 124 – Regular Meeting of Council
September 10, 2025

**ACCEPTANCE OF MINUTES
FOR INFORMATION**

August 20, 2025, Community Assistance Board Meeting Minutes

MOTION 394-25

Moved by Councillor Melzer to accept August 20, 2025, Community Assistance Board Meeting Minutes as information.

CARRIED

Councillor Seatter exited at 10:43 a.m.
Councillor Seatter returned at 10:45 a.m.
Deputy Reeve McCann exited at 10:50 a.m.
Deputy Reeve McCann returned at 10:52 a.m.

DELEGATIONS

Superintendent Tony Hanson, S/Sgt. Pike, S/Sgt. Sehn, S/Sgt. Bruyns – RCMP

MOTION 395-25

Moved by Councillor Melzer to accept the presentation and discussion from the RCMP as information.

CARRIED

RCMP Delegates exited at 10:54 a.m.
Councillor Melzer exited at 10:55 a.m.
Councillor Melzer returned at 10:58 a.m.

**RECESS
RECONVENE**

**11:03 a.m.
11:06 a.m.**

Spencer entered at 11:03 a.m.

Associated Engineering – Chris Schmelzle & Harmanan Dhamija

MOTION 396-25

Moved by Deputy Reeve McCann to accept the presentation from Associated Engineering as information.

CARRIED

Schmelzle/Dhamija/Spencer/Lorentzen exited at 11:52 a.m.

CLOSED SESSION

MOTION 397-25

Moved by Councillor Melzer to go into Closed Session at 11:52 a.m. as per the following sections of the ATIA Act with CAO Kolenosky, Assistant Director Dumaresque and Recording Secretary Gladue in attendance.

- Section 20 Disclosure harmful to personal privacy
 - o Smith Water line – Delegate
 - o Lawrence Lake Subdivision Agreement

MOTION 398-25

Moved by Deputy Reeve McCann to return to Open Session at 2:11 p.m.

CARRIED

MOTION 399-25

Moved by Councillor Seatter to direct Administration to contact and draft agreement to the Smith Waterline Resident:

- Suspend Utility Charges until the completion of the utility services and repairs
- Municipal District of Lesser Slave River to repair the utility servicing lines at with the costs borne by the MD
- Provide second restoration contract estimates for the said work on the property

Additional Direction:

- bring back total lump sum estimate for the said work and additional expenses
- bring back a written report from Associated Engineering of the incident and follow up on recommendations.

CARRIED

Freckleton/van Deventer/Lorentzen entered at 2:15 p.m.
Gatwich entered at 2:18 p.m.

REQUESTS FOR DECISION

Bylaw 2025-12 Retention and Disposal of Records

MOTION 400-25

Moved by Deputy Reeve McCann to give first reading to Bylaw 2025-12 Retention and Disposal of Records.

CARRIED

MOTION 401-25

Moved by Councillor Seatter to give second reading to Bylaw 2025-12 Retention and Disposal of Records as amended.

CARRIED

UNANIMOUSLY CARRIED

MOTION 402-25

Moved by Councillor Melzer to give third and final reading to Bylaw 2025-12 Retention and Disposal of Records.

CARRIED

Policy ADM-12-33 Compliant Systems for Record Storage

MOTION 403-25

Moved by Deputy Reeve McCann to approve Policy ADM-12-33 Compliant Systems for Record Storage as amended.

CARRIED

Policy ADM-12-34 Authorized Personnel for Municipal Record Destruction

MOTION 404-25

Moved by Councillor Seatter to approve Policy ADM-12-34 Authorized Personnel for Municipal Record Destruction as presented.

CARRIED

Policy ADM-12-35 Municipal Records Retention and Disposal and Supporting Procedures

MOTION 405-25

Moved by Councillor Pearson to approve Policy ADM-12-35 Municipal Records Retention as presented.

CARRIED

MOTION 406-25

Moved by Councillor Sand to accept Procedures ADM-12-35.01, ADM-12-35.02, ADM-12-35.03, ADM-12-35.04, ADM-12-35.05, ADM-12-35.06, ADM-12-35.07, and ADM-12-35.08 as information.

CARRIED

MINUTES
Municipal District of Lesser Slave River No. 124 – Regular Meeting of Council
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Returning Officer

MOTION 407-25

Moved by Deputy Reeve McCann that Council approves the appointment to Nicky van Deventer as Returning Officer and the appointment of Marilyn Gladue to the Deputy Returning Officer and to rescind Motion #678-24.

CARRIED

van Deventer/Freckleton/Gatwich exited at 2:35 p.m.
Spencer/Borris entered at 2:35 p.m.

Mitsue Patching Contract

MOTION 408-25

Moved by Councillor Pearson to award the patching contract for the West Mitsue Industrial Road to be awarded to Paveit Construction Inc. in the amount of \$147,258.92 to be funded from the Mitsue Paving Prep Project approved in the 2025 Capital Budget.

**Recorded Vote:
6 For
1 Against-Councillor Melzer**

CARRIED

MOTION 409-25

Moved by Councillor Sand to award the patching contract for the East Mitsue Road to awarded to Paveit Construction Inc. in the amount of \$86,081.21 to be funded from the Mitsue Paving Prep Project approved in the 2025 Capital Budget.

**Recorded Vote:
6 For
1 Against-Councillor Melzer**

CARRIED

REPORTS

2025 Fall Social Update

MOTION 410-25

Moved by Deputy Reeve McCann to accept the 2025 Fall Social Update as information.

CARRIED

Advanced Voting Advertisement

MOTION 411-25

Moved by Councillor Fulmore to accept the Advanced Voting Advertisement as information.

CARRIED

Council Board Reports

MOTION 412-25

Moved by Councillor Pearson to postpone the verbal Board Reports to the next Council meeting.

CARRIED

NEW BUSINESS

Calcium – Marten Beach

MOTION 413-25

Moved by Councillor Melzer to accept the Calcium - Marten Beach discussion as information.

CARRIED

Playground – Marten Beach

MOTION 414-25

Moved by Councillor Melzer to accept the Playground - Marten Beach discussion as information.

CARRIED

Signage - Marten Beach

MOTION 415-25

Moved by Deputy Reeve McCann to accept the Signage - Marten Beach discussion as information.

CARRIED

Southshore Drive Maintenance

MOTION 416-25

Moved by Councillor Pearson that the Southshore Drive Maintenance discussion be brought back to the 2026 Budget Deliberations.

CARRIED

Otter Creek Water Supply

MOTION 417-25

Moved by Councillor Melzer to accept the Otter Creek Water Supply discussion as information.

CARRIED

Councillor Pearson exited at 2:58 p.m.
Lorentzen/Spencer/Borris exited at 2:58 p.m.

CLOSED SESSION

MOTION 418-25

Moved by Deputy Reeve McCann to go into Closed Session at 2:58 p.m. as per the following sections of the ATIA Act with CAO Kolenosky, and Recording Secretary Gladue in attendance.

- Section 20 Disclosure harmful to personal privacy
- Section 21 Disclosure harmful to individual or public safety
- Section 22 Confidential Evaluations
- Section 29 Advice from Officials

- Intergovernmental Relations
- Dust Control
- Old Smith Highway
- Staffing

Spencer/Borris returned at 3:05 p.m.
Councillor Pearson returned at 3:12 p.m.

MINUTES
Municipal District of Lesser Slave River No. 124 – Regular Meeting of Council
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Borris exited at 3:16 p.m.
Spencer/Gladue exited 3:20 p.m.

CARRIED

MOTION 419-25

Moved by Deputy Reeve McCann to return to Open Session at 3:59 p.m.

CARRIED

MOTION 420-25

Moved by Councillor Melzer to move September 10, 2025, Committee of the Whole Meeting to September 24, 2025.

CARRIED

MOTION 421-25

Moved by Councillor Seatter to direct Administration to send a letter to Alberta Transportation regarding the safety issues with the Wilson Creek Construction.

CARRIED

MOTION 422-25

Moved by Councillor Seatter to direct Administration to proceed with the Calcium application, and water truck application and seek reimbursement from Industry stakeholders.

CARRIED

MOTION 423-25

Moved by Deputy Reeve McCann that Administration set up an Emergent meeting with the Ministers of Transportation, Municipal Affairs and Treasury and Finance prior to the 2025 Fall Rural Municipalities of Alberta conference.

CARRIED

ADJOURNMENT

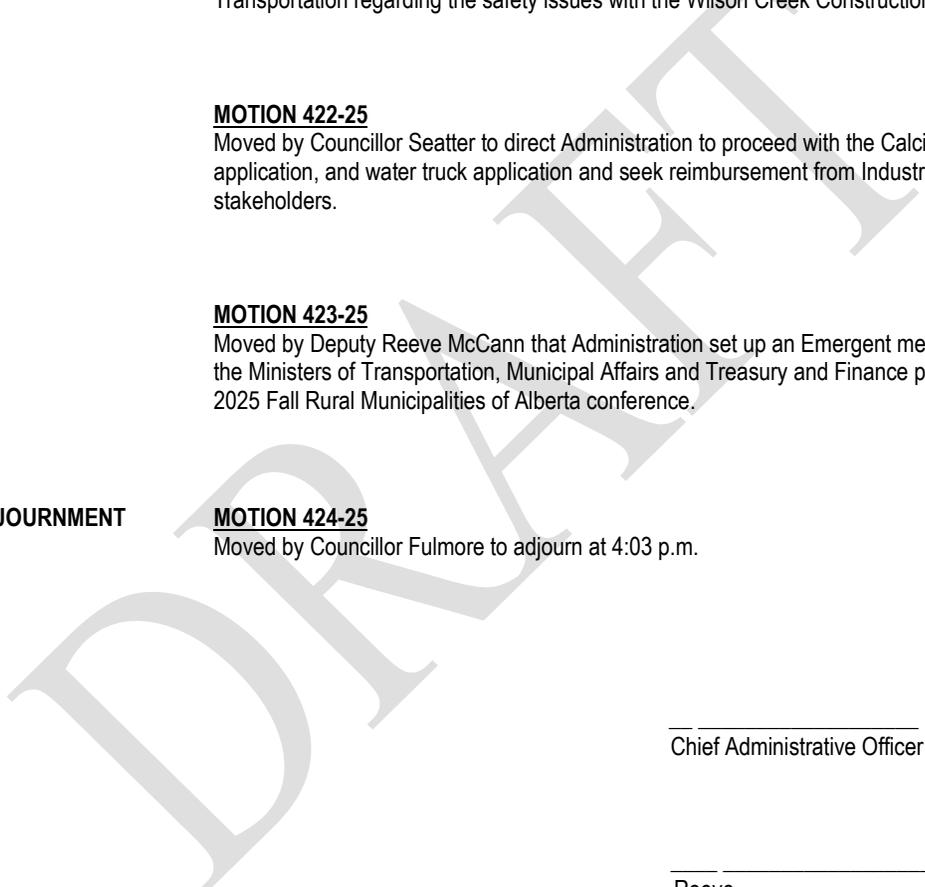
MOTION 424-25

Moved by Councillor Fulmore to adjourn at 4:03 p.m.

CARRIED

Chief Administrative Officer

Reeve





Lesser Slave River

Request for Decision

Title:	Designated Signing Authorities (Housekeeping)
Date:	September 24, 2025
Presented By:	Kristen Schalin, CPA, Director of Finance
Attachments:	Policy ADM-12-12 Bank Account Policy

Proposed Motion(s)	<i>Move that Council designate Murray Kerik (Reeve) or Lana McCann (Deputy Reeve) AND Barry Kolenoksy (Chief Administrative Office) or Kristen Schalin (Director of Finance) as authorized signing authorities for the Municipal District of Lesser Slave River No. 124.</i>
Administration's Recommendation(s)	As proposed

BACKGROUND:

In accordance with Bank Account Policy, ADM-12-12, all cheques must be signed by two individuals, one of whom shall be the Municipal District Chief Administrative Office (CAO), or the Director of Finance if the CAO is absent, and second whom shall be the Council Reeve or the Deputy Reeve in his/her absence.

ALTERNATIVE OPTIONS:

1. Approve the proposed update to signing authorities.
2. Council may decide not to approve (not recommended)

BENEFIT/RISKS:

N/a

STRATEGIC ALIGNMENT:

N/a

FINANCIAL IMPLICATION:

No financial implication.

OTHER CONSIDERATIONS:

N/a

COMMUNICATION STRATEGY:

AGENDA ITEM #5.1

Following Council approval, administration will have the authorized signors updated with RBC, Servus, ATB, and CIBC.

Prepared By: Kristen Schalin, Director of Finance
Reviewed By: Marilyn Gladue, Executive Assistant
Approved By: Barry Kolenosky, Chief Administrative Officer



Lesser Slave River

TITLE: BANK ACCOUNT POLICY

EFFECTIVE DATE: August 22, 2012

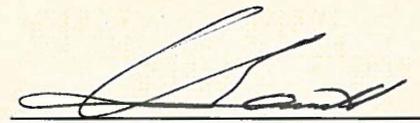
POLICY NUMBER: ADM-12-12 (Supersedes B.13)

1. Creation of any bank account requires approval by the Municipal District Council.
2. Designated expenditure officer signing authority shall be in accordance with the Departmental policies.
3. Persons delegated cheque signing authority must ensure that:
 - a. There is proper authority for the expenditure;
 - b. The expenditure is in accordance with all relevant acts and regulations;
 - c. The expenditure is in accordance with the terms of the written contract or if it does not exist, that the expenditure is fair and just;
 - d. The invoice is accurate; and
 - e. The goods or services have been received.
4. If an overdraft situation occurs, Council must be informed of the dollar amount of the overdraft and the date it is anticipated to be covered.
5. All expenditures must be properly summarized and presented to the Council for information and discussion, at each Council meeting.
6. All cheques must be signed by two individuals, one of whom shall be the Municipal District Chief Administrative Officer, or the Director of Rural Services or Director of Finance if the CAO is absent, and the second whom shall be the Council Reeve or the Deputy Reeve in his/her absence. Blank cheques must not be pre-signed.

MOTION: 210-12

DATE: August 22, 2012


Chief Administrative Officer


Reeve



Lesser Slave River

Council Briefing

Title:	Delegation Alberta Forestry and Parks / 9 Mile Recreation Society
Date:	September 24 th , 2025, Regular Council Meeting
Presented By:	Bary Kolenosky, CAO
Attachments:	Draft Trail Management Agreement Designated and Provincial trail info sheet - Funding streams

Proposed Motion:	<i>Motion by councilor _____, to accept the information and delegation's presentations as information and further investigate the Trial Management Agreement and necessary MOU with the 9-mile Recreation Society for the operations of the trails and bring forth at a future Council Meeting for consideration and ratification.</i>
Administrations Recommendation(s):	As per recommended motion.

Background

Administration met with representatives from the 9-Mile Recreation Society and Alberta Forestry and Parks Representatives on September 17th, to discuss the availability and opportunity to secure operational and capital funding for this valuable recreational amenity which is currently being operated and maintained by the volunteer group of the 9 Mile Recreation Society. Administration believes that access to additional operational and capital funding streams from the provincial government would maintain and further enhance this regional amenity for upcoming years, with the direct yearly operational and maintenance, staying with the 9- Mile Recreation Society. Securing funding for this asset and yearly operational costs, using agreements and MOU, would benefit the recreational amenity and it current volunteer society and strengthen sustainability of funding for the future. The MD has provided direct and indirect contributions to this volunteer group through our CAB program in past years. There is also direct interest in boarding the yearly use of these trials for biking and the possible incorporation into the 2028 Senior Summer Games event, that the region has submitted a Hosting application for. The two parties will be present to discuss this opportunity at the meeting.

Issues

A possible secure funding arrangement between the funding source (Provincial Government) and the volunteer operational manager partner (9 Mile Recreational Society).

Interests

Beneficial to area amenities, and recreational users.

Alternatives

w:\11-council\2025 council briefings-reports\09242025 reg\forestry parks nine mile\draft council briefing delegations funding sources designated and provincial trails september 24,2025 regular council.docx

Council may choose not support the process and continue with existing source of funding arrangements.

Analysis

Financial impacts from the MD would be minimal, with the supply of existing administration being tasked with the responsibility of managing the agreements, reporting, and necessary insurance requirements

Next Steps

Advise the parties of council decision.
Carry out the direction of council.

Prepared by: Barry Kolenosky, Chief Administrative Officer
Reviewed by: Marilyn Gladue, Executive Assistant
Approved by: Barry Kolenosky, Chief Administrative Officer

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briefing delegations funding sources designated and provincial trails september 24,2025 regular
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TRAIL AGREEMENT
[number required]

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA
as represented by the
MINISTER OF ENVIRONMENT AND PARKS
(the "Province")

- and -

XXX
(the "Agreement Holder")

both referred to as a "Party" or "the Parties" to this Agreement.

WHEREAS:

- a) The Province and the Agreement Holder wish to enter into a Trail Agreement pursuant to section 7 of the *Trails Act* for a designated trail or designated trail area.
- b) Designated trails and designated trail areas in the meaning of the *Trails Act* and are resources of the Crown
- c) The Agreement Holder confirms that it has the skills necessary to ensure the requirements of this Agreement can be performed in a diligent and timely manner.
- d) This Agreement identifies activities authorized under section 20(e) of the *Public Lands Act* and section 3 and 207.1 of the Public Lands Administration Regulation.

NOW THEREFORE in consideration of their mutual promises, the Province and the Agreement Holder agree to the following Articles:

Article 1 – Definitions

1.1 In this Agreement:

- a) "AEP" means Alberta Environment and Parks;

Classification: Protected A

- b) “Days” means calendar days;
 - c) “FOIP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
 - d) “Party” or “Parties” means the Agreement Holder and the Province;
 - e) “Site” means a trail as outlined in Schedule “A”
 - f) “Term” means the commencement of agreement and date of expiry or review [as specified in Article 2]of this Agreement;
 - g) “Authorization” as per meaning under *Public Lands Act*;
 - h) “Trail” - means a designated trail, designated trail area, or provincial trail, as per Trail Designation Ministerial Order;
 - i) “Trail Manager” meaning a trail manager appointed under the *Trails Act*;
 - j) “Work Plan” means the description of ground activities to be undertaken on the Site by the Agreement Holder , as described in Schedule “B”; and
 - k) “Workers” means the Agreement Holder’s volunteers, employees and contractors.
- 1.2 All terms defined in this Agreement will have such defined meanings when used in any schedule, instrument, certificate, report, agreement or other document made or delivered pursuant to this Agreement, unless the context otherwise requires.

Article 2 – Term of Agreement

- 2.1 This Agreement shall come into effect on February 1, 2024 and expire on February 1, 2030 unless sooner terminated or extended in accordance with the terms of this Agreement.
- 2.2 The expiration of this Agreement may be extended upon the Agreement holder’s application in writing to AEP.

Article 3 - Purpose of Agreement

- 3.1. The purpose of this Agreement is to:
 - a) provide clear roles and responsibilities of the Agreement Holder and the Province with respect designated trails or designated trail areas pursuant to section 4 of the *Trails Act*;
 - b) provide a framework for continued co-operation and support between the Agreement Holder and the Province.
 - c) identify activities authorized by AEP for work relevant to designation of trails, designated trail areas, and provincial trails, not otherwise authorized in applicable

Classification: Protected A

Acts or regulations.

- d) Provide the conditions to the activities that are authorized in this Agreement

Article 4 – Cooperating Activities of the Agreement Holder

- 4.1 It is understood and agreed that the Parties' cooperating activities under this Agreement are those activities described in Schedule "B". The Agreement Holder agrees to carry out these activities.
- 4.2 The Agreement Holder shall not make use of the Site for any purpose other than what is set out in this Agreement.
- 4.3 The Agreement Holder shall provide electronic annual reports to the Province as per Article 14.
- 4.4 This agreement is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.
- 4.5 The Province must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.

Article 5: COMPLIANCE AND OCCUPATIONAL HEALTH AND SAFETY

Compliance

- (a) The Agreement Holder shall comply with the provisions of:
- i. all laws now in force or in force after the signing of this Agreement,
 - ii. Section 5 of the Trail Design Guidelines
 - iii. any rules, policies or standards, and
 - iv. any relevant permits, licenses, authorizations, or approvals.

that expressly or by implication apply to the Society in performing the Services. If the Agreement Holder defaults upon the Agreement Holder's obligations under this clause, or if in the Province's opinion the Agreement Holder has defaulted upon the Agreement Holder's obligations under this clause, the Agreement Holder shall immediately suspend its work with respect to the work site and the Province may, in its sole discretion, terminate this Agreement and may lead to compliance action.

Workers' Compensation Insurance (If applicable)

- (b) The Agreement Holder shall, when the Workers' Compensation Act (Alberta) applies, and upon request by the Province, deliver to the Province a certificate from the Workers' Compensation Board (WCB) showing that the Agreement Holder is registered, has an active WCB

account that covers all workers and in good standing with the Board. If a director or owner of the Organization will be performing the work on-site, the director or owner shall have personal coverage from the Board in effect.

- (c) When the *Workers Compensation Act* (Alberta) applies, the Agreement Holder shall maintain, and ensure all sub-contractors maintain workers' compensation insurance in the amount required by WCB. In the event the Agreement Holder procures work from a sub-contractor who is not required to have workers' compensation insurance or is from an exempted industry or performs an exempt activity as defined by the *Workers' Compensation Act* (and any regulations thereunder), then the Agreement Holder shall be responsible to insure such parties itself or to ensure that such parties have appropriate insurance, including, if applicable, WCB personal coverage insurance.

Occupational Health and Safety Obligations

- (d) AEP's health and safety obligations under this Agreement shall be that of an "Owner" as per Section 1(hh) and Section 9 of the *Occupational Health and Safety Act*.
- (e) When performing work on public land the Agreement Holder shall be aware of hazards that may endanger the health and safety of workers or members of the public on the land. Significant hazards may be noted from time to time through signage or on the AEP's website. Not all hazards are identified or posted. Before conducting work, the Agreement Holder shall check for notifications and perform a formal and site-specific (field-level) hazard assessment.
- (f) The Agreement Holder shall comply with all applicable statutes and regulations including, but not limited to, the *Occupational Health and Safety Act, Regulation and Code*, and the *Worker's Compensation Act*. In particular, the Agreement Holder shall inform itself, and cause its employees to inform themselves, as to their respective legal responsibilities under the *Occupational Health and Safety Act, Regulation and adopted Code*.
- (g) The Agreement Holder shall immediately report to the Province all serious and potentially serious work-related injuries or incidents (defined in Section 33 of the *OHS Act*), and AEP property damage as a result of any Services provided under this Agreement. The Agreement Holder shall further ensure that, where required by law, injuries or incidents shall be reported to the Workers Compensation Board and Alberta Labour and Immigration.

Prime Contractor (if applicable)

- (h) **Where Prime Contractor criteria under the *Occupational Health and Safety Act* are met, the Agreement Holder acknowledges and agrees that it is the “prime contractor”,** as defined in the *Occupational Health and Safety Act*, in respect of the Site and for the duration of the Agreement. The Agreement Holder acknowledges that it understands the responsibilities of a prime contractor and is both capable and willing to perform those responsibilities.

3.1.1 Initial

- (i) As prime contractor, the Agreement Holder shall:
- i. As a condition of this agreement, establish and maintain a system or an Occupational Health and Safety program outlining this system or process (where the requirements for an Occupational Health and Safety program are met under Section 16 of the *Occupational Health and Safety Act*). to ensure compliance with the *Occupational Health and Safety Act*, regulations and adopted code with respect to the site; and
 - ii. Before the performance of the Services in the Agreement, the Agreement Holder shall submit to the Province:
 - a) A written safety plan. The safety plan shall address; the hazards of the Services to be performed under this Agreement, the control measures that shall be implemented to eliminate or reduce the risks of the hazards to a reasonable level, the first aid/medical Services and measures that shall be activated in event of an emergency. For other hazards identified during the performance of the Agreement, the Province may also request that safety plans be provided.
 - iii. Immediately report to the Province all work-related incidents resulting in medical aid, disabling injury or fatality, serious and potentially serious incidents (defined in Section 33 of the OHS Act), and Government of Alberta property damage as a result of any Services provided under this Agreement. The Agreement Holder shall further ensure that, where required by law, incidents shall be reported to the Workers Compensation Board and Alberta Labour and Immigration.
 - iv. Comply with the Workers' Compensation Insurance and Occupational Health and Safety obligations identified in the above sections (a-g).
 - (j) In the event that the worksite(s) of two or more “prime contractors” coincide, they shall elect one of them to be the prime contractor with respect to the coinciding worksite(s) and shall forthwith notify the Province in writing of the election. If the “prime contractors” cannot agree upon which of them to elect, work at the coinciding worksite(s)

shall cease and the Province shall decide which “prime contractor” shall be the prime contractor for the coinciding worksite(s). The Province’s decision is final and binding upon the “prime contractors”.

Article 6 – Legal Status

- 6.1 The agreement entity including a society, corporation of municipality shall maintain itself in good standing under the applicable legislation.
- 6.2 The agreement entity agrees to:
 - a) notify the Province of any change to its objects or applicable By-laws; and
 - b) provide the Province with a list of the names and contact information of its Directors and Officers on execution of this Agreement and on any change to its Directors and Officers.
- 6.3 The agreement entity understands and agrees that the agreement entity is not an employee, agent or contractor of the Province, but an independent organization and that Workers are not employees, agents or contractors of the Province.

Article 7 – Cooperating Activities of the Province

- 7.1 It is understood and agreed that the Province’s roles and responsibilities under this Agreement are to support the Agreement Holder in the carrying out of cooperating activities as may be agreed upon in writing by the Province during the Term of this Agreement.
- 7.2 To stop or prevent harm to a person or resource, the Province has the authority to:
 - a) temporarily close all or a portion of any public land until the danger or threat has passed; and
 - b) respond to emergencies and rescues.
- 7.3 The Agreement Holder shall promptly:
 - a) co-operate with any public land closures; and
 - b) take direction from the Province during emergencies and first response.
- 7.4 The Province shall not be liable for any damage, expense or loss of the Agreement Holder as a result of any temporary closure of all or a portion of the Site.
- 7.5 Except for negligence of the Province causing direct loss, the Province is not liable for any damage, expense or loss of the Agreement Holder from any cause including strikes, acts of God, vandalism or other interference with the Agreement Holder, the Agreement Holder’s assets or the Site.

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- 7.6 The public lands and buildings, structures and equipment erected thereon must only be used by the Agreement Holder for the activity by this Agreement.
- 7.7 The Agreement Holder must ensure public accessibility to the Site during maintenance work unless the trail is unsafe or unpassable, in which the Trail Manager can close with written authorization from designated official.
- 7.8 The Province will receive consent from reservation holder if trail work enters the boundaries of any research or sample plot.
- 7.9 Agreement holder must comply with “Authorization of FireSmart Activities on public land” as amended from time to time.

Article 8 - Designated Officials

- 8.1 The following Designated Officials will have overall administrative responsibility for this Agreement and will be responsible for identifying any issues that may arise in the implementation and operation of this Agreement, and will be the designated representative of the Province for meetings as set out in Section 13:

- a) For the Province: Staff Contact Name: Dave Hugelschaffer
Staff Title: Recreation Manager, North Region
Alberta Environment and Parks
Address: 111 - 54 Street, Edson, AB T7E 1T2
Phone: 780-712-1910
E-mail: dave.hugelschaffer@gov.ab.ca

- b) For the Agreement Holder: Contact Name:
Address:
Phone:
E-mail:

- 8.2 The Parties may designate an alternate individual for a specified period of time or change their Designated Official or the address, telephone number, and e-mail address of their Designated Official by written notice to the other Party.
- 8.3 The Designated Officials may assign other individuals to administer the Agreement Holder’s and the Province’s day-to-day activities or operations at the Site.

Article 9 – Decision Making and Resolution of Disputes

- 9.1 The Agreement Holder and the Province agree to make all reasonable efforts to reach consensus on decisions on the management and operation of the Site.
- 9.2 If a consensus is not reached and the Agreement Holder disputes a decision or direction of an AEP employee, the Agreement Holder’s Designated Official shall give the Province’s Designated Official written notice of the objection and detailed reasons for the objection. The Province’s Designated Official shall respond to the objection in writing to the

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Agreement Holder's Designated Official with detailed reasons. The Agreement Holder may appeal the decision of the Province's Designated Official by giving written notice of the appeal and detailed reasons for the appeal to the Recreation Manager. The Agreement Holder agrees that the decision of the Recreation Manager is final.

Article 10 – Conduct and Operations of the Agreement Holder

- 10.1 The Agreement Holder shall keep any equipment, materials, supplies and tools owned by the Province, that are in the custody of the Agreement Holder, in secure storage when not in use by the Agreement Holder and shall ensure that the items are used only for the purposes for which the items are designed or intended, on the Site, and that the items are properly maintained.
- 10.2 Subject to the equipment, materials, supplies and tools provided by the Province, the Agreement Holder agrees to provide any vehicles, equipment, supplies and tools required to carry out the cooperating activities and agrees to train its Workers in the proper use and operation of the vehicles, equipment, tools and supplies.
- 10.3 The Agreement Holder is responsible for recruiting, co-ordinating and supervising Workers carrying out the cooperating activities at the Site.
- 10.4 The Agreement Holder shall ensure that the Workers:
 - a) are readily identifiable to the public;
 - b) are knowledgeable about the Site, understand the scope of work approved in the Annual Work Plan, and permitted conduct in respect of the Site;
 - c) provide quality public service in accordance with the Province's relevant plans, procedures, policies, terms and conditions, and standards; and
 - d) refrain from anything that would negatively affect the reputation and enjoyment of the Site or Crown Land in general.
- 10.5 The Province acknowledges that the Agreement Holder has developed a comprehensive Occupational Health and Safety Manual governing the activities carried out on the Site. The Agreement Holder agrees to carry out its activities in accordance with its Occupational Health and Safety Manual.
- 10.6 The Agreement Holder shall immediately inform the Province of accidents and unsafe conditions or activities at the Site that come to the Agreement Holder's attention.
- 10.7 The Agreement Holder agrees to implement and abide by the Government of Alberta's Respectful Workplace Policy in its dealings with the Province.
- 10.8 The Agreement Holder shall comply with, and ensure that its employees, subcontractors, members and agents comply with, the *Lobbyists Act* (Alberta) and duty of care in the

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Occupiers' Liability Act.

- 10.9 The Agreement Holder will engage in good faith with other Societies, and Crown Land users under tenure or disposition, operating on or adjacent to the Site. It is expected that the Agreement Holder will work with these groups for resolution of issues, but ultimately provide their concerns in writing to the Province.

Article 11: Indemnity and Liability

11.1

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Agreement, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement.
- (b) The Society shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Society's breach of this Agreement or from the negligence, other tortious act or wilful misconduct of the Society, or those for whom it is legally responsible.
- (c) The Organization, its members, employees, workers, agents, sub-contractors, volunteers, or those for whom it is legally responsible; shall indemnify and hold harmless the Department against and from any and all third-party claims, demands, loss, actions, or costs (including legal cost on a solicitor-client basis) to the extent arising from or relating to workplace injuries, illnesses or fatalities during the performance of its Services.

Article 12 – Insurance

12.1 The Agreement Holder shall obtain and maintain, at its own expense and without limiting its liabilities herein, the following insurance in accordance with the Alberta Insurance Act:

- a) general liability insurance, in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, non-owned automobile liability, and employees and volunteers as additional insureds;
- b) automobile liability insurance on all vehicles owned or licensed in the name of the Agreement Holder and used in the performance of the obligations in this Agreement in an amount not less than \$2,000,000;
- c) "all risks" property insurance, on a replacement cost basis, covering all property owned by the Contractor or for which the Contractor is obligated to insure;

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- d) All required insurance, except automobile liability insurance, must be endorsed to provide the Province with 30 days advance written notice of cancellation, including for non-payment of premium;
- e) Evidence of all required insurance, in the form of a detailed certificate of insurance, acceptable to the Province, must be promptly provided to the Province at inception of the Agreement, annually thereafter and at any other time requested by the Province. Upon the Province's request, the Contractor must provide the Province with certified copies of all required insurance policies;
- f) The Holder must ensure that all its subcontractors obtain and maintain the type of coverage and limits of insurance required in this Agreement as applicable to the subcontractor's operations

Article 13 – Partnership Meetings

- 13.1 The Designated Officials of the Province and the Agreement Holder shall meet at least twice each year in spring (pre-season) and fall (post-season), and at such other times as may be required, for the proper management of this Agreement and the operation of the Site.
- 13.2 The purpose of the meetings provided for in Article 13.1 is to:
 - a) review roles, expectations, procedures and requirements for the Site for the upcoming year;
 - b) review and approve the Agreement Holder's Work Plan, as required;
 - c) discuss any issues or concerns relating to trails management and occupational health and safety at the Site;
 - d) ensure good communication; and
 - e) discuss any required amendments to this Agreement.

Article 14 – Authorized Work, Monitoring and Reporting

- 14.1 The Agreement Holder will provide the Province with an Annual Work Plan as described in Schedule "B"
- 14.2 Work enabled under PLAR s.207.1 and this Agreement will not require additional approvals or authorizations.
- 14.3 The Province will make reasonable efforts to ensure that the Annual Work Plan is reviewed and if Annual Work Plan includes ground work that exceeds PLAR s.207.1 and section 5 of the Trail Design Guidelines, be approved by applicable Directors prior to April 1 of each year.

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- 14.4 The Province will make reasonable efforts to ensure that prior to commencement of operations, issue Vehicle Placards or other related approvals within the Province's purview.
- 14.5 Work is required to align with applicable Trail Management Plan.
- 14.6 An annual report is required and must include Schedule B along with what was complete, not complete and any observations or potential hazards.
- 14.7 Agreement holder will patrol sites listed in Schedule A bi-annually and notify designated official of loss or damage to trail.
- 14.8 Agreement holder will notify designated official when informed by a disposition or licence holder of trail damage. The designated official will initiate inspection pursuant to PLAR s.207.2.
- 14.9 While carrying out authorized duties, Agreement Holder will notify the designated official, as soon as practical, of a hazard that may cause harm to a person or resource and the Agreement Holder may place signs of the hazard.

Article 15 - Confidentiality and Access to Information

- 15.1 The Agreement Holder acknowledges that the Government of Alberta has passed the *Freedom of Information and Protection of Privacy Act*. All documents submitted by the Society to the Province under this Agreement, including the Agreement itself, become the property of the Province and may be subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 15.2 Subject to the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation, the information shared between the Agreement Holder and the Province under this Agreement will be treated as confidential and will be protected from further disclosure. The shared information shall only be used for the specific purpose for which it is provided and will not be passed on to any third party without the written consent of the Party from whom it originated, except as otherwise required by law or the order of a court or tribunal with jurisdiction to order disclosure.
- 15.3 In the event the Province receives a request for access to Agreement Holder information under the *Freedom of Information and Protection of Privacy Act* the Province agrees to notify the Agreement Holder prior to the release of any information.
- 15.4 In the event the Agreement Holder receives a request for access to the Province's information under the *Freedom of Information and Protection of Privacy Act* the Agreement Holder agrees to immediately forward the request to the Province's Designated Official.
- 15.5 The Agreement Holder agrees to comply with the directions of the Province with respect to the *Freedom of Information and Protection of Privacy Act*.

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Article 16 – Review of Agreement

- 16.1 The Province and the Agreement Holder agree to review this Agreement.
- 16.2 For any review each Party shall:
- a) notify the other Parties in writing of all matters to be reviewed, together with full written details thereof; and
 - b) deliver the notice and the details to the other Parties no later than one month in advance of the date on which the review is to be conducted, or as otherwise agreed between the Parties.
- 16.3 No amendment to this Agreement arising out of any review shall take effect unless and until a mutual agreement in writing has been duly executed by the parties.

Article 17 – Amendments

- 17.1 This Agreement may be amended at any time with the written consent of the Parties. This Agreement cannot be varied by any oral agreement or representation.
- 17.2 All amendments to this Agreement must be in writing and signed by the Parties and may be effected by an exchange of letters between the Designated Officials.
- 17.3 Changes to the Annual Work Plan must be submitted by the Agreement Holder to the designated officer for review and approval.

Article 18 – Breach and Termination

- 18.1 Subject to Article 8, if, in the Province's sole discretion, the Agreement Holder fails to satisfy the objects set out in Schedule "B", alters the objects set out in Schedule "B" without the consent of the Province, or has otherwise breached any of its obligations pursuant to this Agreement, the Province may give written notice to the Agreement Holder referring to the breach and requiring the Agreement Holder to remedy the breach within a reasonable time in the Province's sole discretion, as so stated in the notice, and to then diligently pursue the remedy of such breach to completion.
- 18.2 Either Party may terminate this Agreement by giving the other Party not less than 60 days written notice.
- 18.3 Within 30 days of the expiry or termination of this Agreement, the Agreement Holder shall:
- a) remove all property belonging to the Agreement Holder or its Representatives from the Site; and
 - b) return all property belonging to the Province.

Article 19 – General Provisions

- 19.1 No waiver by the Province or the Agreement Holder of any breach of this Agreement is binding unless given in writing. No waiver of any breach of this Agreement shall constitute a waiver of any further breach.
- 19.2 The Agreement Holder shall not assign, transfer, mortgage, sublicense or grant any of its rights under this Agreement.
- 19.3 This Agreement shall be interpreted according to the laws of the Province of Alberta.
- 19.4 If any part of this Agreement is found to be unenforceable, that part shall be considered separate and severable and the other parts shall remain enforceable to the fullest extent permitted by law.

Article 20 – Notices

- 20.1 Written notice terminating this Agreement shall be addressed to the Agreement Holder or the Province at the mailing addresses provided for in Article 7 and shall be personally delivered or sent by registered mail to the Designated Official.
- 20.2 Any other notice, direction, consent or request given by the Agreement Holder or the Province shall be in writing and addressed to the Designated Official of the Agreement Holder or the Province at the mailing address or e-mail address set out in Article 7 and may be sent by personal delivery, registered mail or e-mail.
- 20.3 Notices given by:
 - a) personal delivery will be effective on proof of delivery;
 - b) registered mail will be effective on proof of receipt;
 - c) ordinary mail will be effective 7 Days after the date on which the notice was mailed;
or
 - d) electronic mail will be effective if given in accordance with Article 20.6.
- 20.4 Notwithstanding Article 20.3(b) above, a notice sent by registered mail is not invalid by reason only that:
 - a) the addressee refuses to take delivery of the registered mail; or
 - b) the addressee no longer resides or is not otherwise present at the address and has not provided the other parties with a current mailing address.
- 20.5 Notices permitted to be sent by e-mail may be sent by e-mail if the Agreement Holder and

Classification: Protected A

the Province has provided an e-mail address pursuant to Article 7 and the notice sent to the Agreement Holder and the Province is sent to the specified e-mail addresses as follows:

- a) the electronic agent receiving the document at that address receives the document in a form that is usable for subsequent reference; and
- b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

20.6 Electronic notice is effective when the sending electronic agent obtains or receives confirmation of the successfully completed transmission. For the purpose of this Article “electronic agent” means a computer program or any other electronic means used to initiate an act or to respond to electronic information, records or acts, in whole or in part, without review by an individual at the time of the initiation or response.

Article 21 – Execution

21.1 The persons whose signatures appear below hereby certify that they are authorized to execute this Agreement on behalf of the Agreement Holder and AEP.

21.2 The Agreement Holder certifies that the Agreement Holder is authorized to execute this Agreement without affixing a corporate seal.

IN WITNESS WHEREOF the Province and the Agreement Holder have executed this Agreement as of the dates noted below.

HIS MAJESTY THE KING IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND PARKS

Per: _____
Signature

Print name REAL Manager or Director

Date

THE XXXXX (Agreement Holder)

_____ Per: _____

Witness

Signature

Print name

Date

DRAFT

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Schedule “A”

Map of work area

Maps from the applicable Ministerial Order - Trail Designation Order (replaced from time to time) to be included. The MO map may be embedded or clipped into a different map to reflect the work area under this agreement.

Only trails that have been designated under an applicable Ministerial Order - Trail Designation Order may be included in this Agreement.

Schedule “B”

Annual Work Plan (AWP)

The Agreement Holder is required to collaborate with the Province and submit an AWP to the designated official which describes work within the area described in Schedule A. The AWP must align with any trail, recreation, or other plans approved by the Province, and otherwise align with the Province’s regional objectives and land management outcomes.

The AWP Table lists all of the trails and sites for management under this Agreement. Table will identify work enabled under 207.1 (a) – (e) of the Public Land Administration Regulation or provide details of expected work.

The Agreement Holder may propose activities or actions that they deem essential for success of the Agreement.

AWPs must be submitted by March 31st for summer operations, and September 30th for winter operations.

Annual Work Plan Table				
Trail/Site	Location (if applicable)	Work Description	Timing (Start – End)	Post Season report
List of all trails and sites	PLUZ, RMU,	Examples: <ul style="list-style-type: none"> • Two inspections (mandatory) • Maintenance (PLAR 207.1) • New 		Complete / Not Complete/ Observations

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Schedule “C”

Reporting

The AWP must be reported on annually as part of the reporting requirements in Article 14.

Report to include:

- AWP Table with inspection column to state date inspected, identify issues, and notify if completed or, if not completed, proposed actions.
- Volunteer data including number of volunteers and total volunteer hours.
- All sources of funding directly related to the completed of work.
- Meetings and other relevant interactions with the Province and other users of the land.
- Other information the Agreement Holder deems relevant or important in consultation with the province.

DRAFT

Designated and provincial trails

Trail manager

Trail managers

The *Trails Act* and *Public Lands Act* enable recreation partners to maintain trails, protect trail investments and manage impacts of recreation.

Trail managers are recreation partners appointed by the department to maintain, monitor and enhance provincial trails in alignment with a trail management plan and trail agreement.

Trail managers may be associations, municipalities or incorporated societies from a community.

Trail agreements

The *Trails Act* enables a recreation partner to enter into a trail agreement with the department.

The trail agreement identifies:

- the recreation partner as a trail manager
- worker responsibilities, government responsibilities, monitoring requirements and insurance and liability requirements
- the annual work plan
- the specific provincial trails that will be maintained under the agreement
- The trail agreement aligns with government guides and policies to ensure consistent requirements for trail managers and management of provincial trails across Alberta.

Trail manager authorized activities

The Public Lands Administration Regulation authorizes the trail manager to conduct specific activities for maintaining the provincial trail tread, including:

- marking the trail tread
- clearing and removal of debris, including brush, downed trees, and rocks, to enable safe use and passage
- minor repairs that are required to enable safe use and passage
- snow grooming



- post signs and notices that conform to the applicable trail management plan
- repair or replacement of signs or notices

With prior authorization from a department director, the trail manager may close trails for maintenance or to protect the trail from damage.

Other trail maintenance activities may be authorized following their inclusion in an approved annual work plan.

Unauthorized activities

Trail managers do not have authorization to:

- impose fees on trail users, restrict access or direct use of a trail
- maintain or develop recreation trails on Crown land without authorization by the department
- enforce trail rules

Other Crown land users

Provincial trails may overlap with industrial and commercial disposition holders. These disposition holders communicate with department staff to ensure continued access to their disposition. Communication between the disposition holders and trail managers focuses on sharing information to ensure continued shared use of the trail and disposition. Trail managers must notify the disposition holder prior to any maintenance activities on a provincial trail that overlaps with a disposition.



Lesser Slave River

Council Briefing

Title:	New Council Orientation Information
Date:	9/24/2025
Presented By:	Nicky van Deventer, Human Resources Manager
Attachments:	None

Proposed Motion	<i>Accept as Information</i>
Administration's Recommendation(s)	As proposed.

BACKGROUND:

Recent amendments to the *Local Authorities Election Act (LAEA)* require municipalities to provide mandatory orientation training to all newly elected council members. This training must take place before the swearing in of these elected officials. The purpose is to ensure all Councillors and the Reeve are fully informed about their roles, responsibilities, and the legislative framework governing municipal operations.

Details of Training:

Monday 27 October 2025

The training will be delivered by the MD's legal counsel, who will guide Council through key areas including:

- Duties, roles, and responsibilities of Council, The CAO and Administration
- Code of Conduct Bylaw and Conflict of Interest rules
- Procedural Bylaws and meeting governance
- Overview of the Municipal Government Act (MGA) and LAEA requirements
- Municipal policies, bylaws, and strategic planning framework
- Budget and Financial Administration,
- Public Participation and
- Personal Liability of Members of Council.

The Orientation will also cover MPC & Commission information sessions.

Tuesday 28 October 2025

- Each Councillor and the Reeve will take the official Oath of Office.
- Following the swearing-in, we will take official photographs of each Councillor individually as well as a group photo of the full Council.
- Council will then hold its first Organizational Meeting, where appointments to boards and committees will be made and the regular Council meeting schedule will be set.

Wednesday 29 October 2025

This Orientation session will provide an introduction to the MD's organizational structure, key partnerships—including intermunicipal agreements and Fire Services—and ongoing projects. Heads of each department will present an overview of their respective departments, share insights into their budgets, and offer Council the opportunity to ask questions and seek clarification.

ISSUES:

N/A

INTERESTS:

N/A

ALTERNATIVES:

N/A

ANALYSIS:

N/A

NEXT STEPS:

To make sure that Policies and Procedures are updated within the review dates.

Prepared By: Nicky van Deventer, Human Resources Manager
Reviewed By: Marilyn Gladue, Executive Assistant
Approved By: Barry Kolenosky, Chief Administrative Officer



Lesser Slave River

Council Briefing

Title:	Mitsue WTP Emergency Repairs Update
Date:	September 24, 2025
Presented By:	Jeremy Dumaresque
Attachments:	N/A

Proposed Motion:	<i>Accept as information.</i>
Administrations Recommendation(s):	As proposed.

Background

On May 31, 2025, plants in the Mitsue Industrial Park reportedly went down at approximately 2:00am. All the main water users in the area were running at a reduced rate. In June, we went before Council and got approved for \$260,000.00. So far, we are coming in under budget at \$124,466.43 as of September 15.

Mitsue Industrial Park Situation Update

Motion 265-25

Moved by Deputy Reeve McCann that Council direct Administration to do emergency repairs at the Mitsue Industrial Park in the budget amount of \$260,000.00 to be funded from the Building & Facilities Reserve Account #6-31-02-00-760.

CARRIED

Issues

The 14" equalization pipe between the cells was plugged off, not allowing any water from the cell. Essentially choking off the distribution system. After extensive investigation using engineers, divers, and contractors, the pipe seems to be separated underneath the pond itself, making repair very difficult.

Interests

This situation affected all of Mitsue Industrial Area's industrial and commercial stakeholders. Reducing production and fire suppression resources.

Alternatives

The Utilities Department could have utilized a more financially burdened approach but decided the more fiscal was better. This method offered not only a faster timeline to completion, but also at a lesser cost.

Analysis

After draining the pond, the separation to the pipe was found in the east bank. This made it possible for crews to peel back the bank walls and expose the problem. Allowing us to remove the old broken section, rebuild a whole new section above ground then install. Pilings were pounded into the floor of the pond to ensure no movement would

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cause issues in the future. Then the dig area was lined with a type of fillcrete to ensure additional support as well as sealing up any leakage that may occur from the pond itself. We are currently operating at full capacity in the Mitsue system, and the repair seems to have been a success.

We are still waiting on valve components for the piping in the basement of the plant so the project isn't 100% complete, but the numbers shown today should closely reflect the end result.

Next Steps

Install valve components and ensure full operation.

Prepared by:	Heather DeAlexandra, Utilities Administrative Assistant
Reviewed by:	Jeremy Dumaresque, Utilities Manager
Approved by:	Barry Kolenosky, Chief Administrative Officer



Lesser Slave River

Request for Decision

Title:	Finance Monthly Report
Date:	September 24, 2025
Presented By:	Kristen Schalin, Director of Finance
Attachments:	Municipal District of Lesser Slave River No. 124 – Statement of Operations as of August 31, 2025

Proposed Motions:	<i>Move to accept the Municipal District of Lesser Slave River No. 124 – Statement of Operations as of August 31, 2025, for information.</i>
Administration's Recommendation(s)	As Proposed

BACKGROUND:

As per Municipal Government Act Section 268.1

A municipality must ensure that:

- (b) the actual revenues and expenditures of the municipality compared with the estimates in the operating or capital budget approved by council are reported to council as often as council directs.

ALTERNATIVE OPTIONS:

Council can request more information from Administration.

BENEFIT/RISKS:

Financial reporting to Council represents transparency and promotes financial accountability of the Municipal District of Lesser Slave River No.124 (MDLSR).

STRATEGIC ALIGNMENT:

The attached reports are tied with the strategic goals of the MD of Lesser Slave River No.124 as the budget and related expenses allow Administration to deliver all MDLSR services.

FINANCIAL IMPLICATION:

Expenses incurred are charged to the appropriate items included in the annual budget.

OTHER CONSIDERATIONS:

Expenses:

As of August 31st, 2025, the MDLSR has incurred 47.05% of expenses compared to budget.

1. Reserve Contributions:
 - a. Motion 153-25, \$4,279,730 from Operating Surplus
 - b. Motion 154-25 Close \$39,897 EDP Equipment Reserve and transfer to Equipment reserve

2. Requisitions:
 - a. Homeland Housing. \$124,928.
 - b. Lesser Slave Lake Regional Housing Authority Q1-Q3. \$401,087.
 - c. Slave Lake Regional Library Board. \$183,825.
 - d. Government of Alberta Front Line Policing Costs. \$316,313.
 - e. Alberta School Foundation Fund Q1-Q2. \$1,983,561.
 - f. Living Water Catholic Regional Q1-Q2. \$28,139.
 - g. Town of Slave Lake Intermunicipal Agreement Q1-Q2 \$229,396.
 - h. Regional Fire Services Q1-Q2. \$271,972.
 - i. Athabasca Regional Waste Payments. \$21,041.
 - j. Lesser Slave Lake Regional Waste Management Services Commission. \$73,672.

Revenues:

3. Reserve Transfers:

4. Government Transfers:
 - a. FCSS Grant, Quarters 1-3. \$64,351.
 - b. TOSL VIC Payments. \$10,494.70.

5. Other:
 - a. Tax Penalties January 3rd and July 1st. \$67,491.
 - b. Taxes Levied April 25th. \$29,489,627.
 - c. Sale of #772G Grader. \$195,000.

COMMUNICATION STRATEGY:

As Per the Municipal Government Act Section 207(c)

The Chief Administrative Officer advises and informs the Council on the operation and affairs of the municipality.

Continue reporting monthly to comply with the above.

Prepared By: Erik Loken, Finance Intern
Reviewed By: Kristen Schalin, Director of Finance
Approved By: Barry Kolenosky, Chief Administrative Officer

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. #124

Statement of Operations

For the Month ending August 31, 2025

	2024 Budget	31-Aug-24 Actual	31-Dec-24 Actual	2025 Budget	31-Aug-25 Actual	Actual VS Budget %	Notes
REVENUES							
As of August 31, 2025 the MD has incurred 47.05% of expenses compared to budget. August 31, 2024 was 48.42% of final budgeted expenses. August 31 represents approximately 66% through the year.							
1 Net Municipal Taxes	23,722,573	23,737,928	23,738,794	29,363,251	29,488,544	100.4%	Tax Levy Generated April 25th
2 Penalties and costs of Taxes	85,498	66,625	82,770	81,000	67,491	83.3%	Tax Penalty Generated January 3rd and July 1st.
3 Investment Income	601,947	198,347	1,173,848	409,786	473,633	115.6%	
4 Reserve Transfers	775,487	675,647	797,347	553,669	-	0.0%	No Transfers Done
5 Government Transfers	934,235	674,606	742,526	714,434	79,846	11.2%	FCSS Q1-Q3 Payments, TOSL VIC Payments
6 User fees & Sales of Goods	2,070,924	1,371,158	2,128,505	2,394,023	1,346,120	56.2%	Includes \$195,000 Sale of Grader.
7 Licenses and Permits	95,000	39,689	58,254	80,000	66,625	83.3%	
8 Bylaw Tickets	52,523	18,107	21,249	20,000	8,103	40.5%	
9 Total Revenues	28,338,187	26,782,107	28,743,293	33,616,163	31,530,361	93.8%	

EXPENSES

Legislative

10 Council	535,205	278,892	456,996	579,411	289,558	50.0%	
11 Total Legislative	535,205	278,892	456,996	579,411	289,558	50.0%	

Administration

12 General Administration	2,773,986	1,376,584	2,562,138	3,038,901	1,638,748	53.9%	
13 Safety	183,410	55,871	86,088	-	-		
14 Information Technology	539,382	319,319	471,553	599,094	278,077	46.4%	
15 Communications	160,641	122,212	207,079	242,154	93,078	38.4%	
16 Human Resources	272,616	127,559	240,261	360,202	163,141	45.3%	
17 Succession Planning	50,000	-	22,340	60,000	-	0.0%	
18 Elections	-	-	-	39,000	4,032	10.3%	
19 Asset Project Management	556,238	124,549	191,405	291,157	151,414	52.0%	
20 Total Administration	4,536,273	2,126,095	3,780,865	4,630,508	2,328,491	50.3%	

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. #124

Statement of Operations

For the Month ending August 31, 2025

		2024 Budget	31-Aug-24 Actual	31-Dec-24 Actual	2025 Budget	31-Aug-25 Actual	Actual VS Budget %	Notes
Protective Services								
21	Fire Services	1,027,301	155,506	292,727	345,531	173,894	50.3%	
22	Bylaw Enforcement	409,102	208,415	327,667	390,951	264,120	67.6%	
23	Disaster Services	156,630	55,063	55,442	722,763	5,787	0.8%	
24	Total Protective Services	1,593,033	418,984	675,836	1,459,245	443,801	30.4%	
Facilities								
25	Facilities	788,742	313,990	598,497	659,638	343,045	52.0%	
26	Total Facilities	788,742	313,990	598,497	659,638	343,045	52.0%	
Field Services/Transportation								
27	Road & Road Crossing	372,514	180,135	255,356	299,269	113,569	37.9%	
28	Signs	143,253	93,560	163,051	100,781	49,363	49.0%	
29	Culverts	413,219	19,405	86,486	472,993	105,153	22.2%	
30	Brushing	349,338	102,033	267,263	344,246	64,688	18.8%	
31	Back Sloping	112,991	18,765	24,862	64,967	8,592	13.2%	
32	Maintenance	-	-	-	283,961	138,919	48.9%	
33	Gravel Program	1,658,342	1,108,190	1,348,990	1,616,549	714,924	44.2%	
34	Gravel Pits	196,386	60,818	95,424	139,331	22,399	16.1%	
35	Snowplowing	608,495	297,251	516,689	607,353	315,205	51.9%	
36	Streets	67,800	30,249	55,615	69,156	33,572	48.5%	
37	Construction	676,922	202,032	437,976	553,036	178,149	32.2%	
38	Line Painting	28,044	2,921	31,325	56,910	2,864	5.0%	
39	Crack Sealing	103,044	63,223	64,735	126,910	53,610	42.2%	
40	Dust Control	287,838	241,856	276,981	314,152	241,834	77.0%	Calcium has been purchased for the year.
41	Bridge	151,632	62,163	92,034	161,005	16,667	10.4%	
42	Beaver Control	75,000	59,584	63,576	75,000	13,356	17.8%	
43	Total Field Services/Transportation	5,244,818	2,542,185	3,780,362	5,285,619	2,072,864	39.2%	

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. #124

Statement of Operations

For the Month ending August 31, 2025

		2024 Budget	31-Aug-24 Actual	31-Dec-24 Actual	2025 Budget	31-Aug-25 Actual	Actual VS Budget %	Notes
Fleet								
44	Fleet	1,822,994	1,143,445	1,654,100	1,929,148	943,949	48.9%	
45	Total Fleet	1,822,994	1,143,445	1,654,100	1,929,148	943,949	48.9%	
Utilities & Operational Services								
46	Water	2,279,905	1,488,271	2,326,080	2,843,248	1,407,252	49.5%	
47	Waste Water	1,648,151	633,668	1,149,702	1,247,819	525,305	42.1%	
48	Solid Waste Management	427,116	243,220	392,650	580,838	242,950	41.8%	
49	Total Utilities & Operational Services	4,355,172	2,365,159	3,868,432	4,671,905	2,175,507	46.6%	
Community Services								
50	FCSS	110,704	75,238	116,457	110,894	90,482	81.6%	Includes \$35,490.45 payment to Aspen View Public Schools.
51	Community Assistance Board	40,000	15,504	20,004	40,000	18,706	46.8%	
52	Regional Development - VIC	51,499	21,416	29,589	56,624	17,263	30.5%	
53	Library	202,661	169,192	181,448	210,727	201,150	95.5%	Includes \$183,825 Slave Lake Library Board Payment, and Portion of \$10,255.63 Peace Library System Local Appropriation Rate.
54	Canyon Creek Campground	37,620	16,756	19,271	38,369	10,704	27.9%	
55	Recreation - General Administration	287,637	156,341	245,632	273,650	208,575	76.2%	
56	Recreation	128,470	52,988	80,691	80,826	38,068	47.1%	
57	Recreation - Arena	38,866	29,516	32,949	48,156	32,507	67.5%	Smith Ice Rink Maintenance - \$12,000. Canyon Creek Ice Maintenance - \$8,400.
58	Trail Development	-	50	50	15,000	-	0.0%	
59	Regional Development	15,000	21,321	36,318	-	14,813		
60	Boat Launches	15,300	-	-	15,000	-	0.0%	
61	Cemetaries	10,000	3,833	3,833	10,000	3,542	35.4%	\$3,541.55 of CAB funding.
62	Total Community Services	937,757	562,155	766,243	899,246	635,809	70.7%	

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. #124

Statement of Operations

For the Month ending August 31, 2025

	2024 Budget	31-Aug-24 Actual	31-Dec-24 Actual	2025 Budget	31-Aug-25 Actual	Actual VS Budget %	Notes
Planning and Development							
63	Municipal Planning	238,185	66,421	117,923	390,224	187,608	48.1%
64	SDAB	6,291	-	1,257	8,150	-	0.0%
65	Development Authority	279,150	248,619	404,112	280,414	189,542	67.6%
66	Total Planning and Development	523,626	315,041	523,293	678,788	377,151	55.56%
Agriculture							
67	Provincial Parks Maintenance	131,679	27,417	76,735	90,000	26,966	30.0%
68	ASB, Plant Ind-Weed Control Livestock	363,371	200,939	297,696	385,953	202,559	52.5%
69	Rural Road Allowance	173,519	76,388	117,064	156,153	89,835	57.5%
70	Parks & Open Spaces	207,080	145,008	184,795	200,089	124,856	62.4%
71	Total Landscape	875,649	449,752	676,289	832,195	444,216	53.4%
Other							
72	Transfer Payments	563,129	-	1,286,104	-	-	
73	Requisitions - Senior Foundation	627,947	499,728	626,765	660,683	526,016	79.6% Homeland Housing 2025 Requisition - \$124,928.27, Lesser Slave Lake Regional Housing Authority Q1-Q3 - \$401,087.41
74	Requisitions - School Foundation	4,051,841	1,886,158	4,053,667	4,539,779	2,011,720	44.3% Alberta School Foundation Fund Q1, Q2 - \$1,983,560.62, Living Water Catholic Regional Q1, Q2 - \$28,139.34
75	Requisitions - AMA	99,546	99,178	99,178	128,893	118,233	91.7%
76	Requisitions - Policing	311,702	311,702	311,702	311,702	316,313	101.5% Government of Alberta policing costs. Slight increase from 2024. Moved from Police Protection Line.
77	Requisitions - Airport	-	114,750	-	180,000	180,000	100.0% Slave Lake Airport Requisition - \$180,000.
78	Regional Program Requests	-	94,713	-	1,160,454	596,081	51.4% Town of Slave Lake Intermunicipal Payment Q1-Q2 - \$229,396. Regional Fire Services Q1-Q2 - \$271,972. Lesser Slave Lake Regional Waste Management Services Commission - \$73,672. Athabasca Regional Waste Payments - \$21,041.
79	Contingencies	297	-	-	237,300	-	0.0%
80	Fund Capital Projects	53,488	-	-	-	-	
81	Reserve Contributions	1,416,968	200,000	1,671,873	491,919	-	0.0%
82	Total Other	7,124,918	3,206,228	8,049,289	7,710,730	3,748,363	48.6%
83	Total Expenses	28,338,187	13,721,926	24,830,200	29,336,433	13,802,754	47.05%
84	Surplus (Deficit)	-	13,060,181.00	3,913,093.24	4,279,730.00	17,727,607.06	\$4,279,730 Reserve Allocation per Motion 153-25.