



VISION

"Slave Lake is committed to building opportunities by growing business, industry and population, while promoting ourselves and our exceptional quality of life."

MISSION

"Working Together, Building a Better Community"

'Our Vision and Mission will serve as a guide in our decision making'

Land Acknowledgement

In the spirit of respect, authenticity, and reconciliation the Town of Slave Lake honours and acknowledges that we are situated on the traditional lands of Sawridge First Nation within Treaty 8 territory. Home to Indigenous, Metis and Inuit peoples who have occupied these lands since time in memorial.

Regular Meeting of Council

January 24, 2023 at 7 PM in Council Chambers

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**Regular Meeting of Council
Tuesday January 24, 2023 at 7:00 PM**

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REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

**Subject: Municipal Development Plan Amendment
 Amending Bylaw #18-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #18-2022.

Background:

Name of Applicant: Lakeview Optometry Clinic

Name of Landowner: Philip Lokken

Subject Lands: Plan 5521 KS, Block 11, Lot 1

Civic Address: 401 - 3 Avenue NE

Proposal:

To amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating the above noted lands from Residential and General Urban to Downtown to facilitate the expansion of the Lakeview Optometry Office.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #18-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #18-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

Currently the subject lands maintain a Residential and General Urban designation in the Municipal Development Plan, and as such an amendment is required.

Land Use Bylaw #22-2007:

Currently the subject lands maintain an R1 - Standard Detached Residential Districting in the Land Use Bylaw, and as such an amendment is required.

Two Plan Amendments:

As an amendment to the Municipal Development Plan (MDP) and the Land Use Bylaw (LUB) are required, both applications are being processed concurrently.

Non-conforming Use:

A non-conforming use is a use of a building that is not listed within the land use district where the building is located. In this instance, the Optometry business is not listed as a use in the R1 - Standard Detached Residential District.

Non-Conforming Building and Uses:

In accordance with Section 12 of the Land Use Bylaw #22-2007 a non-conforming use of land or non-conforming use of a building may be continued but if that use is discontinued for a period of six (6) consecutive month or more any future use of the land or building shall conform with the provision of the Land Use Bylaw then in effect. A non-conforming building cannot be enlarged or structurally altered in any way.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated that they support Bylaw #18-2022.

Referral Comments:

Referral letters were sent to adjacent property owners and required referral agencies on December 19, 2022. The Municipal District of Lesser Slave River has responded indicating they have no concerns with this amendment. No other verbal or written comments have been received.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

The applicant is in the process of acquiring the above noted parcel of land and existing building so she can expand the Lakeview Optometry business. Currently the subject lands are designated Residential and General Urban in the MDP and R1 - Standard Residential District in the LUB. As there is a commercial use operating on the lands and the use is not listed as permitted or discretionary in the R1 District, the use or uses are considered non-conforming.

In accordance with the Land Use Bylaw a non-conforming building and use cannot be altered or added to. In order to expand the Lakeview Optometry business the lands must be brought back into a state of conformance with the Land Use Bylaw. These two plan amendments will accomplish that objective.

Options:

Option 1:

Council could give Bylaw #18-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #18-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. On December 12, 2022 referral letters were sent to adjacent landowners notifying them of the Public Hearing.

Recommendation to Council:

An optometry office and a law office have operated on the subject lands for at least 15 years and to date, the Planning Department is not aware of any issues or concerns expressed by the neighboring residential properties. The uses are entirely contained within the buildings on site and there is sufficient parking on site to meet the needs of those businesses. As such, the Planning Department is not anticipating any negative impacts to the neighborhood by bringing the buildings and uses on the land back into conformance with the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council gives Bylaw #18-2022 Second and Third Reading.

Motion:

Move that Bylaw #18-2022 to amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating Plan 5521 KS, Block 11, Lot 1 from Residential and General Urban to Downtown receives Second Reading.

Move that Bylaw #18-2022 to amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating Plan 5521 KS, Block 11, Lot 1 from Residential and General Urban to Downtown receives Third Reading.

Attachments:

[Application to Amend the MDP - Lakeview Optometry](#)
[MDP Amendment Bylaw #18-2022](#)
[LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



APPLICATION TO AMEND THE MUNICIPAL DEVELOPMENT PLAN

Date: Nov 30/2022 File No.: 6007.05
Bylaw #: 18-2022

Applicant: Lakeriew Optometry Clinic
Mailing Address: Box 628, Slave Lake, AB, T0G 2H0

Phone: 780 849 4410 (Cell) 780 264 6617
E-mail: lakeriewoptometry@gmail.com

Subject Lands: Lot 1, Block 11, Plan 5521 KS ATS _____

Civic Address: 4013 Ave NE, Slave Lake, AB, T0G 2A2

The undersigned registered owner hereby applies for an amendment to the Municipal Development Plan as follows:

Re-designation Requested: From: Residential & General Urban
To: Downtown

Reason for Re-designation Request:

Expansion of current optometry practice, retirement of Landlord/closing of legal firm & purchase of building by optometry clinic

Philip Lokken

Landowner's Name (printed)

Philip Lokken

Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: lakeriewoptometry@gmail.com

Philip Lokken

Landowner's Name (printed)

Philip Lokken

Landowner's Signature

Ere Niedergesachs

Applicant's Name (printed)

Ere Niedergesachs

Applicant's Signature

**BYLAW #18-2022
MUNICIPAL DEVELOPMENT PLAN AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO
AMEND THE MUNICIPAL DEVELOPMENT PLAN BEING BYLAW #21-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Municipal Land Use Plan Map of the Municipal Development Plan, being Bylaw #21-2007, attached as Schedule "A" and forming part of this bylaw, be amended as follows:

Lot 1, Block 11, Plan 5521 KS

be re-designated

From: Residential and General Urban

To: Downtown

For further clarity, the area highlighted and shown on the attached sketch marked as Schedule "B" and forming part of this Bylaw, identifies the subject property.

2. That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS ____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS ____ DAY OF _____ 2023 A.D.

MAYOR

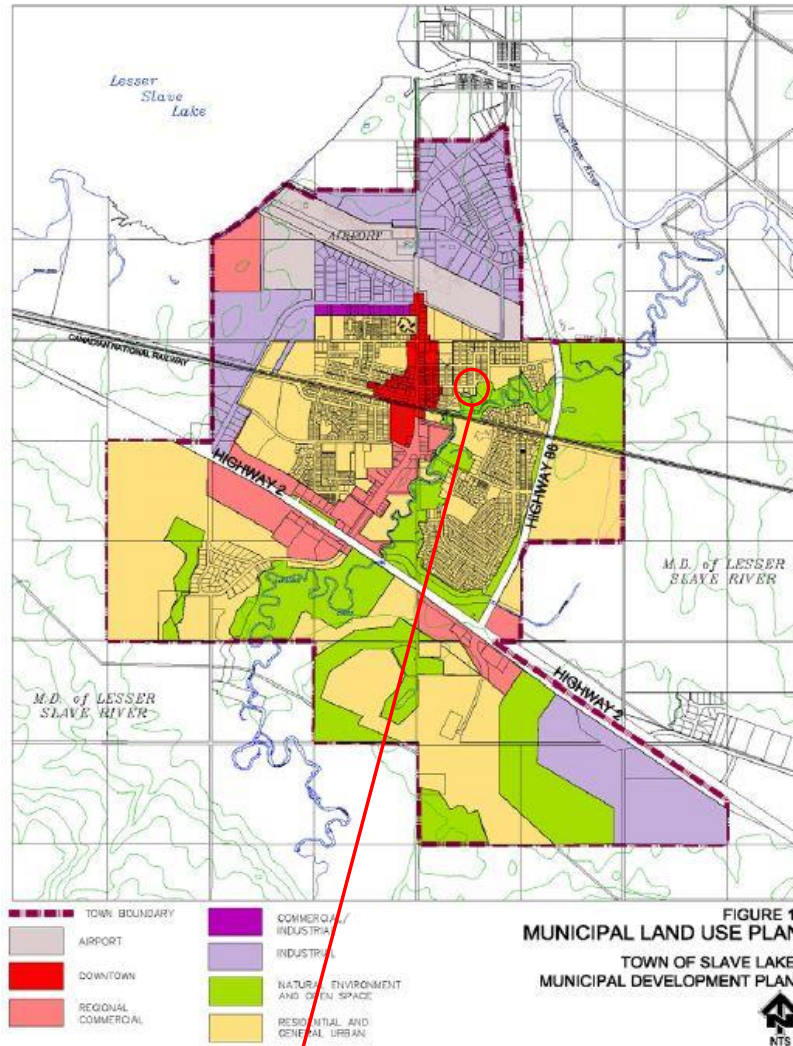
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS ____ DAY OF _____ 2023 A.D.

MAYOR

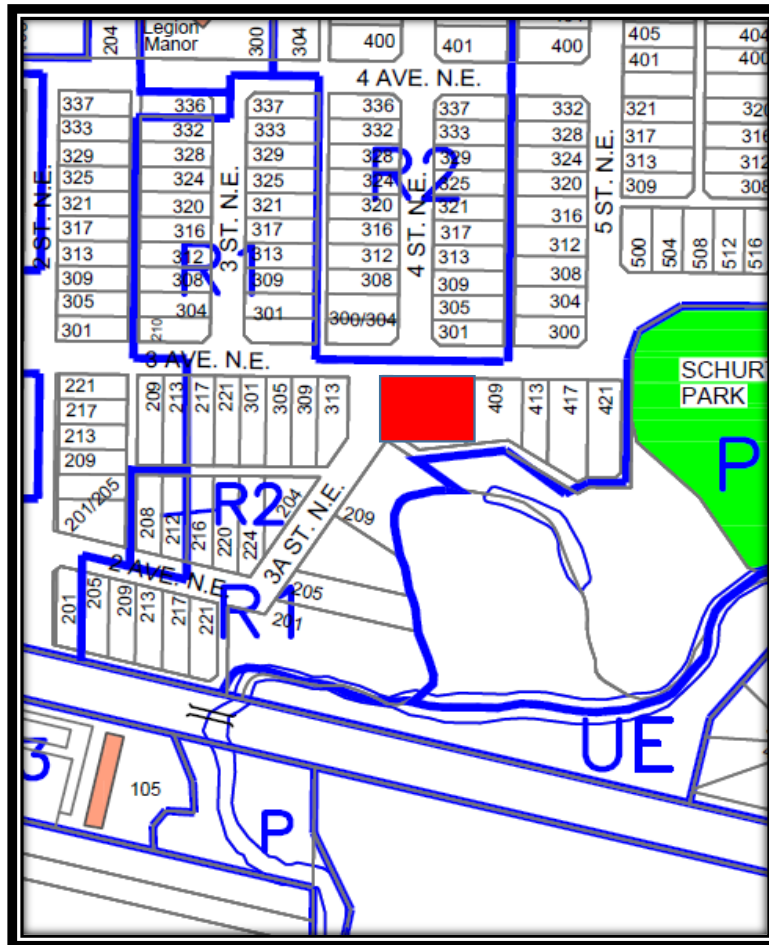
CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"



Subject Property: Lot 1, Block 11, Plan 5521 KS

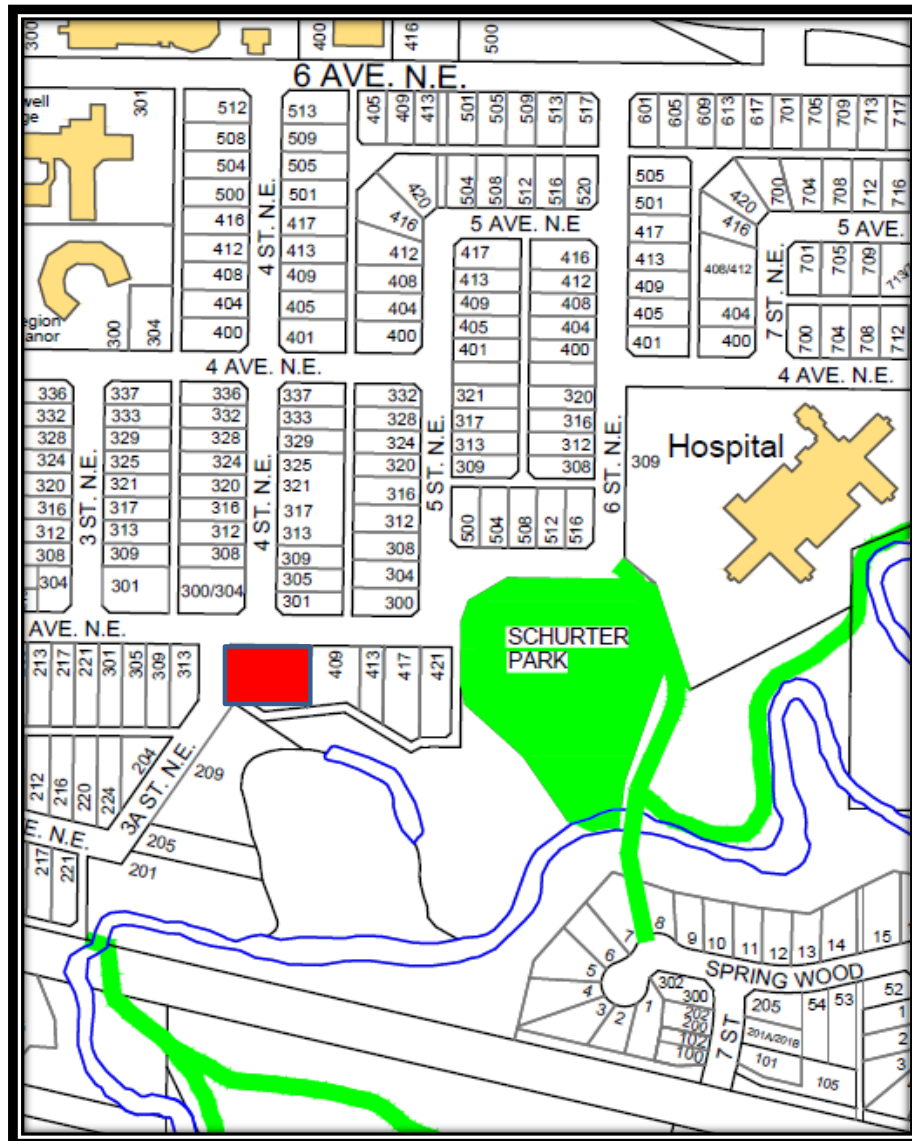
SCHEDULE "B"



Subject Property:
Lot 1, Block 11, Plan 5521 KS

From: Residential and General Urban
To: Downtown

Location Map



Subject Property: 401 – 3 Avenue NE

Lot 1, Block 11, Plan 5521 KS

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Land Use Bylaw Amendment
Regulatory Amending Bylaw #17-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #17-2022.

Background:

Name of Applicant:

20/20 Investment Group Inc.

Proposal:

To amend Section 87 (3) of the Land Use Bylaw #22-2007 by adding "Self Storage Facility" as a discretionary use in the C1 - Downtown Commercial Mixed-Use District.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #17-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #17-2022 received First Reading on December 13, 2022.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated their support for Bylaw #17-2022.

Referral Comments:

To date no written or verbal comments have been received.

Discussion:

The applicant is in the process of acquiring a parcel of land with an existing mixed commercial residential building. In order to increase the economic viability of the site, they would like to add a Self Storage Facility. The subject site is located in the C1 - Downtown Commercial Mixed-Use District, and currently "Self Storage Facility" is not listed as a use.

In accordance with the Land Use Bylaw #22-2007 the definition for "Self Storage Facility" is as follows:

"Self Storage Facility" means a use where goods are stored in a building where the building is made up of separate compartments and each compartment has separate access; and may be available to the general public for the storage of personal items and may include the administrative functions associated with the business and may incorporate custodial quarters for the custodian of the facility.

Options:

Option 1:

Council could give Bylaw #17-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #17-2022 on Second Reading.

Option 3:

Council could amend Bylaw #17-2022 on Second Reading and schedule a second Public Hearing.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023.

Note: as this is a regulatory amendment, and is not site specific, no referral letters were sent to adjacent property owners.

Recommendation to Council:

The Planning Department has concerns with this application and recommends Council give Bylaw #17-2022 Second and Third Reading.

Motion:

Move that Bylaw #17-2022 to amend Section 87 (3) of the Land Use Bylaw #22-2007 receives Second Reading.

Move that Bylaw #17-2022 to amend Section 87 (3) of the Land Use Bylaw #22-2007 receives Third Reading.

Attachments:

[Application to amend the LUB](#)
[LUB Regulatory Bylaw #17-2022](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



Date: Dec 6/22 File No.: 6013.142
Bylaw #: 17-2022.

Applicant: 2020 Investment Group Inc
Mailing Address: 301 - 95th NE, Slave Lake, AB T0G 2A1
780-805-4045 (Cell)
E-mail: Tyler @ 2020 investment group. ca

Subject Lands: Lot , Block , Plan ATS
Civic Address: Down town Location

Regulatory Amendment Requested: To allow Storage unit as a discretionary use in ~~an~~ Commercial district

Reason for Regulatory Amendment: Does not currently allow. We are looking to purchase a property that already has storage and wanted to expand that business model to meet the needs of our customers

Tyler WARMAN
Landowner's Name (printed)


Landowner's Signature

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: _____

Landowner's Name (printed)
Tyler WARMAN

Landowner's Signature _____
Applicant's Signature _____

**BYLAW #17-2022
AMENDMENT TO THE LAND USE BYLAW
TOWN OF SLAVE LAKE**

A BY-LAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND LAND USE BYLAW #22-2007.

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That Section 87 (3) is amended by adding Self Storage Facility.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS ____ DAY OF _____ 2022.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS ____ DAY OF _____ 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS ____ DAY OF _____ 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Application to amend the Land Use Bylaw #22-2007
Redistricting Bylaw #16-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #16-2022.

Background:

Name of Applicant: Metis Urban Housing

Name of Landowner: Metis Urban Housing

Civic Address: 300 - 5 Street NE

Legal Land Description: Plan 897 NY, Block 12, Lot 19

Proposal:

To rezone the subject lands from R1 - Standard Detached Residential District to R2 - Medium Density Residential District to facilitate the development of a semi-detached dwelling on this lot.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, R.S.A., 2000, Town Council must give Bylaw #16-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #16-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

In accordance with the Municipal Land Use Plan Map for the Municipal Development Plan (MDP), the subject lands maintain a Residential and General Urban land use designation and as such, an amendment to the MDP is not required.

Land Use Bylaw #22-2007:

In accordance with the Land Use District Map of the Land Use Bylaw #22-2007, the subject lands maintain an R1 - Standard Detached Residential Districting and as such requires an amendment to allow medium density developments.

Municipal Planning Commission:

The Municipal Planning Commission (MPC) reviewed this application at its January 9, 2023 meeting, and have indicated that they support Bylaw #16-2022.

Referral Comments:

To date no verbal or written comments have been received with respect to Bylaw #16-2022.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made

with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

Planning Department:

This bylaw is introduced to Council to hold the required Public Hearing and consider Second and Third Reading.

Only one plan amendment is required for this application as the lands maintain the proper designation within the Municipal Development Plan and the lands are not within the boundaries of an area structure plan.

The landowner would like to develop a semi-detached dwelling on the site. The parcel in question is larger than a standard residential parcel (i.e., 60 ft. x 140 ft.) and the landowner is confident they can build a semi-detached dwelling that will meet with all the regulations for the R2 District.

Options:

Option 1:

Council could give Bylaw #16-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #16-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the Public Hearing for Bylaw #16-2022 was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. In addition, on December 12, 2022 referral letters were sent to adjacent property owners.

Recommendation to Council:

Currently there are lands immediately adjacent to this neighborhood that maintain an R2 - Medium Density Residential districting and these developments do not appear to have had a negative impact on the neighboring residential properties. Further, rezoning of the subject lands would be considered an extension of the R2 zoning and not spot zoning. Finally, the subject lot is larger than a standard residential lot maintaining dimensions of 60 ft. x 140 ft., thereby ensuring it meets with the minimum parcel width and parcel area of the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council give Bylaw #16-2022 Second and Third Reading.

Motion:

Move that Bylaw #16-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting Plan 897 NY, Block 12, Lot 19 from R1 - Standard Detached Residential District to R2 - Medium Density Residential District receives Second Reading.

Move that Bylaw #16-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting Plan 897 NY, Block 12, Lot 19 from R1 - Standard Detached Residential District to R2 - Medium Density Residential District receives Third Reading.

Attachments:

[2022.12.01 LUB Amendment Application](#)
[LUB Redistricting Bylaw #16-2022](#)
[LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



6013.141
Bylaw # 16-2022.

APPLICATION TO AMEND THE LAND USE BYLAW #22-2007 REDISTRICTING AMENDMENT

Date: October 26th 2022

Applicant: Metis Urban Housing

Mailing Address: 11923 - 121A Street, Edmonton Alberta

Phone: 780-452-6440 (Cell) 587-982-5724

E-mail: jason.thompson@metishousing.ca

Subject Lands: Lot 19 Block 12 Plan 897NY ATS West of the 5th

Civic Address 300 - 5 Street

The undersigned registered owner hereby applies for an amendment to the Land Use District Map of Land Use Bylaw #22-2007 as follows:

Lot 19 Block 12 Plan 897NY ATS West of the 5th

Redistricting Requested: From: R1

To: R2

Reason for Redistricting Request:

Rezoning require to rebuild a duplex on site.

Aaron Barner
Landowner's Name (printed)

AB
Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

- ☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: jason.thompson@metishousing.ca

Aaron Barner
Landowner's Name (printed)

AB
Landowner's Signature

Aaron Barner
Applicant's Name (printed)

AB
Applicant's Signature

**BYLAW #16-2022
LAND USE BYLAW AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND
LAND USE BYLAW #22-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Land Use Map of the Land Use Bylaw #22-2007 be amended by re-districting as follows:

Lot 19, Block 12, Plan 897 NY

From: R1 – Standard Detached Residential District

To R2 – Medium Density Residential District

As shown on the attached sketch plan marked as Schedule “A” and forming part of this Bylaw.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS _____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

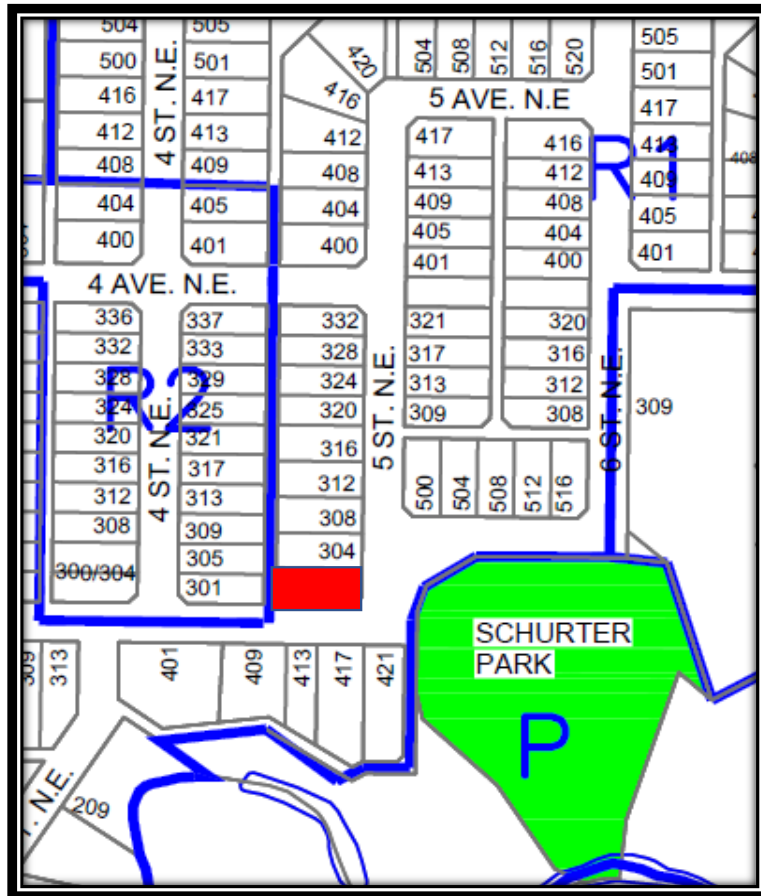
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

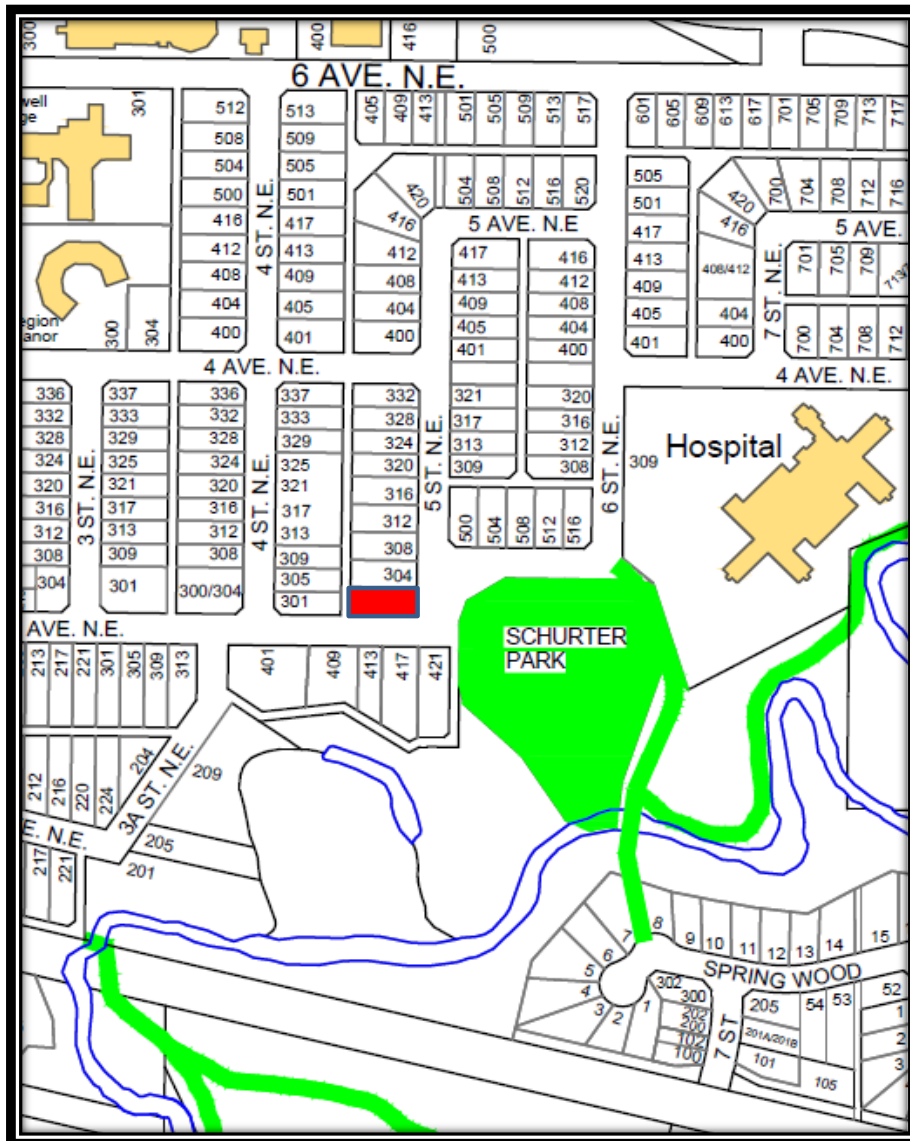
Schedule "A"



Subject Property:
Lot 19, Block 12, Plan 897 NY

From: R1 – Standard Detached Residential District
To: R2 – Medium Density Residential District

Location Map



Subject Property: 300 – 5 Street NE

Lot 19, Block 12, Plan 897 NY

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Amendment to the Land Use Bylaw #22-2007
Amending Bylaw #19-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #19-2022.

Background:

Name of Applicant: Lakeview Optometry Clinic

Name of Landowner: Philip Lokken

Subject Lands: Plan 5521 KS, Block 11, Lot 1

Civic Address: 401 - 3 Avenue NE

Proposal:

To amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting the above noted lands from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Use District to facilitate the expansion of the Lakeview Optometry Clinic.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #19-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #19-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

Currently the subject lands maintain a Residential and General Urban designation in the Municipal Development Plan, and as such an amendment is required.

Land Use Bylaw #22-2007:

Currently the subject lands maintain an R1 - Standard Detached Residential Districting in the Land Use Bylaw, and as such an amendment is required.

Two Plan Amendments:

As an amendment to the Municipal Development Plan (MDP) and the Land Use Bylaw (LUB) are required, both applications are being processed concurrently.

Non-conforming Use:

Non-conforming means a use of a building that is not listed within the land use district where the building is located.

Non-Conforming Building and Uses:

In accordance with Section 12 of the Land Use Bylaw #22-2007 a non-conforming use of land or non-conforming use of a building may be continued but if that use is discontinued for a period of six (6) consecutive month or more, any future use of the land or building shall conform with the provision of the Land Use Bylaw then in effect. A non-conforming building cannot be enlarged or structurally altered in any way.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated their support for Bylaw #19-2022.

Referral Comments:

Referral letters were sent to adjacent property owners and required referral agencies on December 19, 2022. The Municipal District of Lesser Slave River responded indicating they have no concerns. No other written or verbal comments have been received.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

The applicant is in the process of acquiring the above noted parcel of land and existing buildings so she can expand the Lakeview Optometry business. Currently the subject lands are designated Residential and General Urban in the MDP and R1 - Standard Residential District in the LUB. As there is a commercial use operating on the lands and the use is not listed as permitted or discretionary in the R1 District, the use or uses are considered non-conforming.

In accordance with the Land Use Bylaw a non-conforming building and use cannot be altered or added to. In order to expand the Lakeview Optometry business the lands must be brought back into a state of conformance with the Land Use Bylaw. These two plan amendments will accomplish that objective.

Options:

Option 1:

Council could give Bylaw #19-2022 Second and Third Reading to enact the Bylaw.

Option 2:

Council could defeat Bylaw #19-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. On December 12, 2022 referral letters were sent to adjacent landowners notifying them of the Public Hearing.

Recommendation to Council:

An optometry office and a law office have operated on the subject lands for at least 15 years and to date, the Planning Department is not aware of any issues or concerns expressed by the neighboring residential properties. The uses are entirely contained within the buildings on site and there is sufficient parking on site to meet the needs of those businesses. As such, the Planning Department is not anticipating any negative impacts to the neighborhood by bringing the buildings and uses on the land back into conformance with the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council proceed with Second and Third Reading.

Motion:

Move that Bylaw #19-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 by redistricting Plan 5521 KS, Block 11, Lot 1 from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Use District receives Second Reading.

Move that Bylaw #19-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 b redistricting Plan 5521 KS, Block 11, Lot 1 from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Used District receives Third Reading.

Attachments:

[Application to amend the LUB - Lakeview Optometry
LUB Redistricting Bylaw #19-2022
LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



APPLICATION TO AMEND THE LAND USE BYLAW (REDISTRICTING)

Date: Nov 30/2022 File No.: 6013.143
Applicant: Lakeview Optometry Clinic Bylaw #: 19-2022
Mailing Address: Box 620, Slave Lake, AB, T0G 2H0
Phone: 780 849 4410 (Cell) 780 264 1667
E-mail: lakeviewoptometry@gmail.com
Subject Lands: Lot 1, Block 11, Plan 5521 KS ATS
Civic Address: 401 3 Ave NE, Slave Lake, AB, T0G 2A2

The undersigned registered owner hereby applies for an amendment to the Land Use Bylaw #22-2007 as follows:

Redistricting Requested: From: Standard Detached Residential District to C1
To: Downtown Commercial Mixed-use District

Reason for Redistricting Request:

Expansion of current optometry practice, retirement of Landlord / closing of legal firm & purchase of building by optometry clinic

Philip Lokken
Landowner's Name (printed)

Philip Lokken
Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: lakeviewoptometry@gmail.com

Philip Lokken
Landowner's Name (printed)

Philip Lokken
Landowner's Signature

Eve Niedergaues
Applicant's Name (printed)

Eve Niedergaues
Applicant's Signature

**BYLAW #19-2022
LAND USE BYLAW AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND
LAND USE BYLAW #22-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Land Use Map of the Land Use Bylaw #22-2007 be amended by re-districting as follows:

Lot 1, Block 11, Plan 5521 KS

From: R1 – Standard Detached Residential District

To C1 – Downtown Commercial Mixed-Use District

As shown on the attached sketch plan marked as Schedule “A” and forming part of this Bylaw.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS _____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

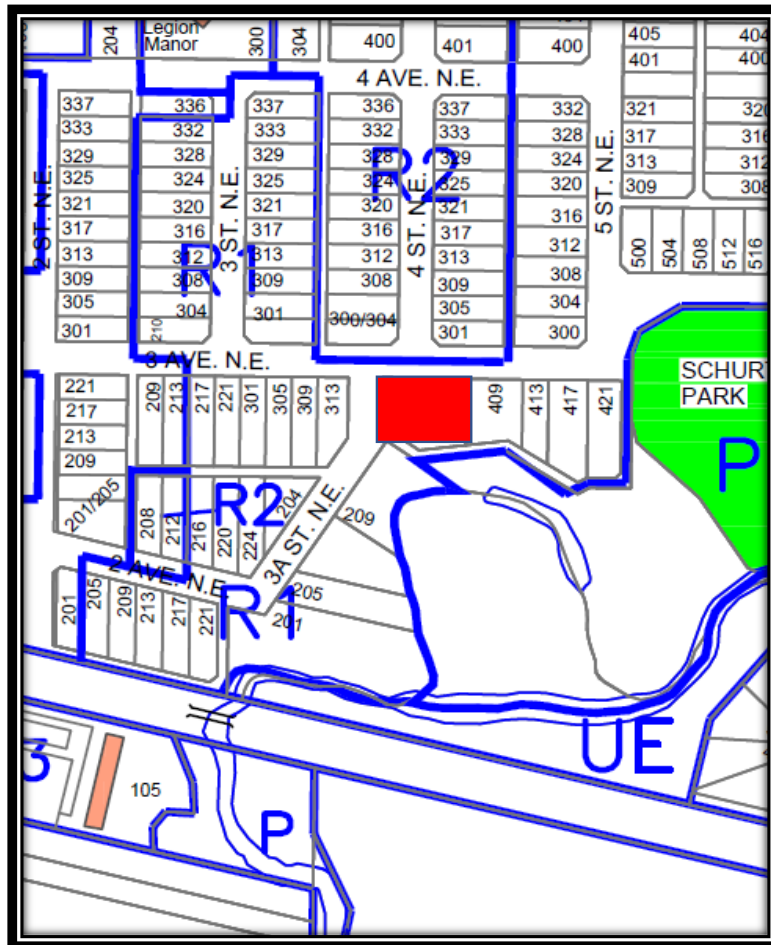
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

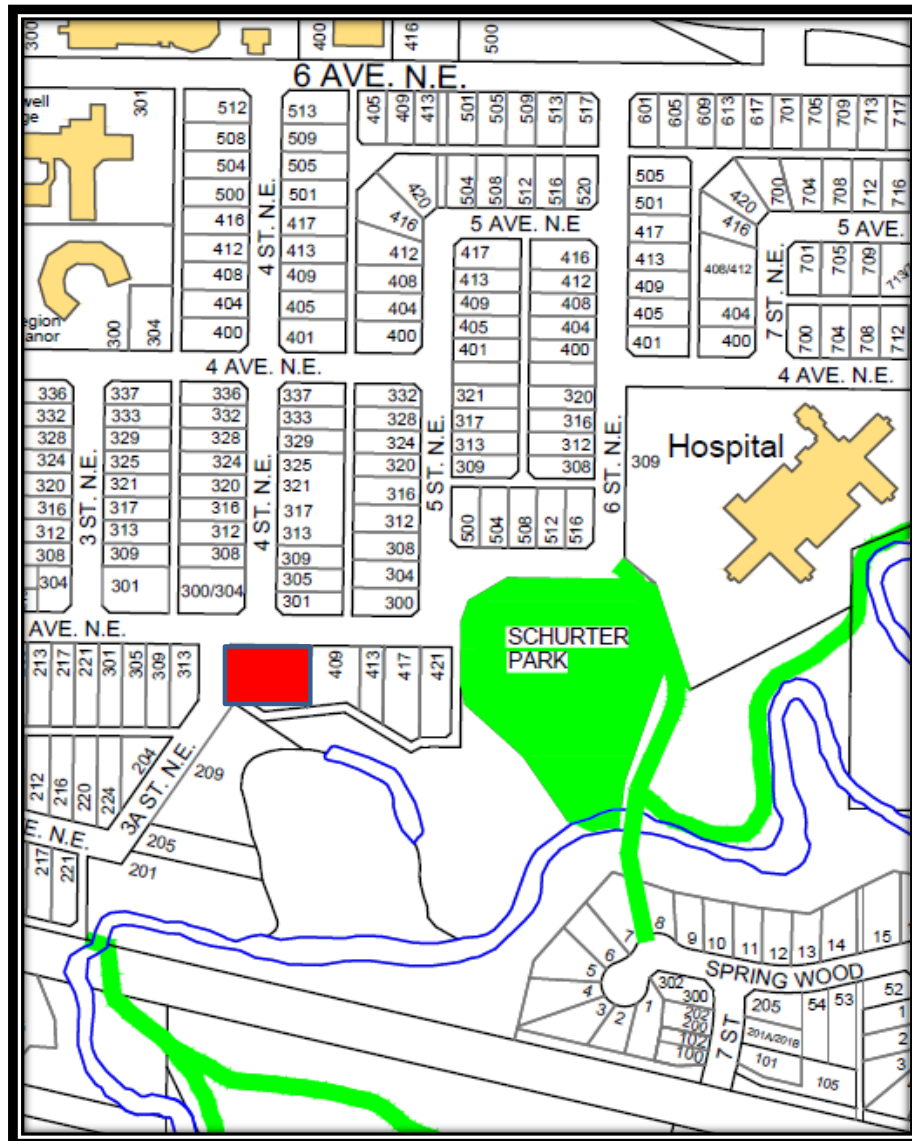
Schedule "A"



Subject Property:
Lot 1, Block 11, Plan 5521 KS

From: R1 – Standard Detached Residential District
To: C1 – Downtown Commercial Mixed-Use District

Location Map



Subject Property: 401 – 3 Avenue NE

Lot 1, Block 11, Plan 5521 KS

Council Present: Mayor Warman, Councillor Ferguson, Councillor Ward, Councillor Gramlich, Councillor Hughes, Councillor Adams, and Councillor Brandle.

Council Absent:

Staff Present: Sandra Rorbak- Human Resources Director-Interim CAO, Laurie Skrynyk – Director of Planning and Development, Jordan Schenkelberg-Communications Coordinator, Joanna Raymond – Executive Assistant, Ashley Whitford – HR/CAO Administrative Assistant & Recording Secretary,

Media Present: Lakeside Leader

Others Present: Residents

1. Land Acknowledgement
2. Adoption of Agenda

Motion#445-22

Moved by Councillor Ferguson

Move to accept the Regular Meeting of Council Agenda for November 15th as presented.

CARRIED

3. Public Hearings

- a. Bylaw #13 Application to Amend the Land Use Bylaw #22-2007

Councillor Ferguson removed himself from meeting at 7:02pm

Mayor Warman Read Public Hearing Procedures

Mayor Warman declared the Public Hearing for Bylaw #13-2022 to amend the Land Use Bylaw #22-2007 open at 7:03 p.m.

Report from the Planning and Development Department for the Town of Slave Lake was read aloud.

Mayor Warman asked anyone in favor of Bylaw #13-2022 to come forward.

Marc Boissonneault of 2211 Pioneer Dr SW, Applicant came forward in favour.

- Mark bought the land with the intention of development of commercial on the highway frontage.
- Noted that he would currently like to plant crops and build building on top of skids.
- Noted that he would like to utilize the land for hay and has minimal livestock.
- Would like to obtain cows.
- Noted that lot of the land is flood plain.

Mayor Warman asked anyone against Bylaw #13-2022 to come forward.

Nobody came forward against.

No one came forward when asked if deemed to be affected.

Mayor Warman asked anyone deemed to be affected by Bylaw #13-2022 to come forward.

No one came forward when asked if deemed to be affected.

Mayor Warman asked if anyone had a rebuttal.

Having satisfied the requirements of the Public Hearing, Mayor Warman declared the Public Hearing for proposed Bylaw #13-2022 closed. Time 7:20 p.m.

Councillor Ferguson returned to Council Chambers at 7:20pm.

- b. Bylaw #14- 2022 Application to Amend the Land Use Bylaw #22-2007

Mayor Warman Read Public Hearing Procedures

Mayor Warman declared the Public Hearing for Bylaw #14-2022 to amend the Land Use Bylaw #22-2007 open at 7:21 p.m.

Report from the Planning and Development Department for the Town of Slave Lake was read aloud.

Mayor Warman asked anyone in favor of Bylaw #14-2022 to come forward.

No one came forward in favour.

Mayor Warman asked anyone against Bylaw #14-2022 to come forward.

No one came forward against.

Mayor Warman asked anyone deemed to be affected by Bylaw #14-2022 to come forward.

No one came forward when asked if deemed to be affected.

Mayor Warman asked if anyone had a rebuttal.

Having satisfied the requirements of the Public Hearing, Mayor Warman declared the Public Hearing for proposed Bylaw #13-2022 closed. Time 7:23 p.m.

4. Minutes of Previous Meetings

- a. November 1, 2022, Regular Meeting of Council 8 - 17

Motion#446-22

Moved by Hughes

Move to accept the Regular Meeting minutes of Council for November 1st, 2022 as presented.

CARRIED

- b. November 8, 2022, Committee of the Whole Meeting of Council

Motion#447-22

Moved by Brandle

Move to accept the Committee of the Whole of Council Meeting minutes for November 8th, 2022, as presented.

CARRIED

5. Question Period

- a. No questions asked.

6. Reports and New Business

Councillor Ferguson removed himself at 7:24pm.

- a. Land Use Bylaw Amendment Regulatory Amending Bylaw #13- 2022

Motion#448-22

Moved by Hughes

Move that Bylaw #13-2022 to amend Sections 3 and 113 of the Land Use Bylaw #22-2007 receives Second Reading.

CARRIED

Motion#449-22

Moved by Gramlich

Move that Bylaw #13-2022 to amend Sections 3 and 113 of the Land Use Bylaw #22-2007 receives Third Reading.

CARRIED

Councillor Ferguson returned to Council Chambers at 7:32pm.

- b. Land Use Bylaw Amendment Regulatory Amending Bylaw #14- 2022

Motion#450-22

Moved by Councillor Ward

Move that Bylaw #14-2022 to amend Section 53D of the Land Use Bylaw



#22-2007 receives Second Reading.

CARRIED

Motion#451-22

Moved by Councillor Brandle

Move that Bylaw #14-2022 to amend Section 53D of the Land Use Bylaw #22-2007 receives Third Reading.

CARRIED

c. Enforcement Options for Reoccurring Snow Removal & Grass Cutting Complaints

Motion#452-22

Moved by Councillor Adams

Move that the Community Standards Bylaw #07-2022 receives First Reading.

CARRIED

Motion#453-22

Moved by Councillor Gramlich

Move that the Community Standards Bylaw #07-2022 receives Second Reading.

CARRIED

Motion#454-22

Moved by Hughes

Move that Council give unanimous consent for third reading of Community Standards Bylaw #07-2022.

CARRIED

Motion#455-22

Moved by Brandle

Move that the Community Standards Bylaw #07-2022 receives Third Reading.

CARRIED

Motion#456-22

Moved by councillor Ferguson

Move that the Snow Removal Bylaw #08-2022 receives First Reading.

CARRIED

Motion#457-22

Moved by Councillor Adams

Move that the Snow Removal Bylaw #08-2022 receives Second Reading.

CARRIED

Motion#458-22

Moved by Councillor Gramlich

Move that Council give unanimous consent to have third reading of Snow Removal Bylaw #08-2022.

CARRIED

Motion#459-22

Moved by councillor Ward

Move that the Snow Removal Bylaw #08-2022 receives Third reading.

CARRIED

d. Alberta North Central Alliance Protocol Change

Motion#460-22

Moved by Mayor Warman

Move that Council approve the new governance protocols for the Alberta North Central Alliance.

CARRIED

7. Correspondence

a. Railway Advocacy Letter

Motion#461-22

Moved by Mayor Warman

Move that Council dedicate up to a maximum of two thousand dollars to the Alberta Forest Product Association funded from Future Expenditure Reserve.

CARRIED

8. Mayor's Corner

- a. Encourage everyone to attend the flag raising for Metis Region 5 Flag in recognition of Louis Riel Day at Town Hall at 11:00am.
- b. Budget survey is currently being conducted; we encourage residents to fill out the survey.
- c. Town Hall RCMP event is occurring tomorrow at 5:00pm. Event will also be accessible through Facebook live.

9. AdjournmentMotion#461-22

Moved by Adams

Move to adjourn Regular Meeting of Council on November 15th 2022 at 7:57pm.

CARRIED

Tyler, Warman, Mayor

Sandra Rorbak, Acting Chief Administrative Officer

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Municipal Development Plan Amendment
Amending Bylaw #18-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #18-2022.

Background:

Name of Applicant: Lakeview Optometry Clinic

Name of Landowner: Philip Lokken

Subject Lands: Plan 5521 KS, Block 11, Lot 1

Civic Address: 401 - 3 Avenue NE

Proposal:

To amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating the above noted lands from Residential and General Urban to Downtown to facilitate the expansion of the Lakeview Optometry Office.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #18-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #18-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

Currently the subject lands maintain a Residential and General Urban designation in the Municipal Development Plan, and as such an amendment is required.

Land Use Bylaw #22-2007:

Currently the subject lands maintain an R1 - Standard Detached Residential Districting in the Land Use Bylaw, and as such an amendment is required.

Two Plan Amendments:

As an amendment to the Municipal Development Plan (MDP) and the Land Use Bylaw (LUB) are required, both applications are being processed concurrently.

Non-conforming Use:

A non-conforming use is a use of a building that is not listed within the land use district where the building is located. In this instance, the Optometry business is not listed as a use in the R1 - Standard Detached Residential District.

Non-Conforming Building and Uses:

In accordance with Section 12 of the Land Use Bylaw #22-2007 a non-conforming use of land or non-conforming use of a building may be continued but if that use is discontinued for a period of six (6) consecutive month or more any future use of the land or building shall conform with the provision of the Land Use Bylaw then in effect. A non-conforming building cannot be enlarged or structurally altered in any way.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated that they support Bylaw #18-2022.

Referral Comments:

Referral letters were sent to adjacent property owners and required referral agencies on December 19, 2022. The Municipal District of Lesser Slave River has responded indicating they have no concerns with this amendment. No other verbal or written comments have been received.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

The applicant is in the process of acquiring the above noted parcel of land and existing building so she can expand the Lakeview Optometry business. Currently the subject lands are designated Residential and General Urban in the MDP and R1 - Standard Residential District in the LUB. As there is a commercial use operating on the lands and the use is not listed as permitted or discretionary in the R1 District, the use or uses are considered non-conforming.

In accordance with the Land Use Bylaw a non-conforming building and use cannot be altered or added to. In order to expand the Lakeview Optometry business the lands must be brought back into a state of conformance with the Land Use Bylaw. These two plan amendments will accomplish that objective.

Options:

Option 1:

Council could give Bylaw #18-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #18-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. On December 12, 2022 referral letters were sent to adjacent landowners notifying them of the Public Hearing.

Recommendation to Council:

An optometry office and a law office have operated on the subject lands for at least 15 years and to date, the Planning Department is not aware of any issues or concerns expressed by the neighboring residential properties. The uses are entirely contained within the buildings on site and there is sufficient parking on site to meet the needs of those businesses. As such, the Planning Department is not anticipating any negative impacts to the neighborhood by bringing the buildings and uses on the land back into conformance with the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council gives Bylaw #18-2022 Second and Third Reading.

Motion:

Move that Bylaw #18-2022 to amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating Plan 5521 KS, Block 11, Lot 1 from Residential and General Urban to Downtown receives Second Reading.

Move that Bylaw #18-2022 to amend the Municipal Land Use Plan Map of the Municipal Development Plan by redesignating Plan 5521 KS, Block 11, Lot 1 from Residential and General Urban to Downtown receives Third Reading.

Attachments:

[Application to Amend the MDP - Lakeview Optometry](#)
[MDP Amendment Bylaw #18-2022](#)
[LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



APPLICATION TO AMEND THE MUNICIPAL DEVELOPMENT PLAN

Date: Nov 30/2022 File No.: 6007.05
Bylaw #: 18-2022

Applicant: Lakeriew Optometry Clinic
Mailing Address: Box 628, Slave Lake, AB, T0G 2H0

Phone: 780 849 4410 (Cell) 780 264 6617
E-mail: lakeriewoptometry@gmail.com

Subject Lands: Lot 1, Block 11, Plan 5521 KS ATS _____

Civic Address: 4013 Ave NE, Slave Lake, AB, T0G 2A2

The undersigned registered owner hereby applies for an amendment to the Municipal Development Plan as follows:

Re-designation Requested: From: Residential & General Urban
To: Downtown

Reason for Re-designation Request:

Expansion of current optometry practice, retirement of Landlord/closing of legal firm & purchase of building by optometry clinic

Philip Lokken

Landowner's Name (printed)

Philip Lokken

Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: lakeriewoptometry@gmail.com

Philip Lokken

Landowner's Name (printed)

Philip Lokken

Landowner's Signature

Ere Niedergesachs

Applicant's Name (printed)

Ere Niedergesachs

Applicant's Signature

**BYLAW #18-2022
MUNICIPAL DEVELOPMENT PLAN AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO
AMEND THE MUNICIPAL DEVELOPMENT PLAN BEING BYLAW #21-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Municipal Land Use Plan Map of the Municipal Development Plan, being Bylaw #21-2007, attached as Schedule "A" and forming part of this bylaw, be amended as follows:

Lot 1, Block 11, Plan 5521 KS

be re-designated

From: Residential and General Urban

To: Downtown

For further clarity, the area highlighted and shown on the attached sketch marked as Schedule "B" and forming part of this Bylaw, identifies the subject property.

2. That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS _____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

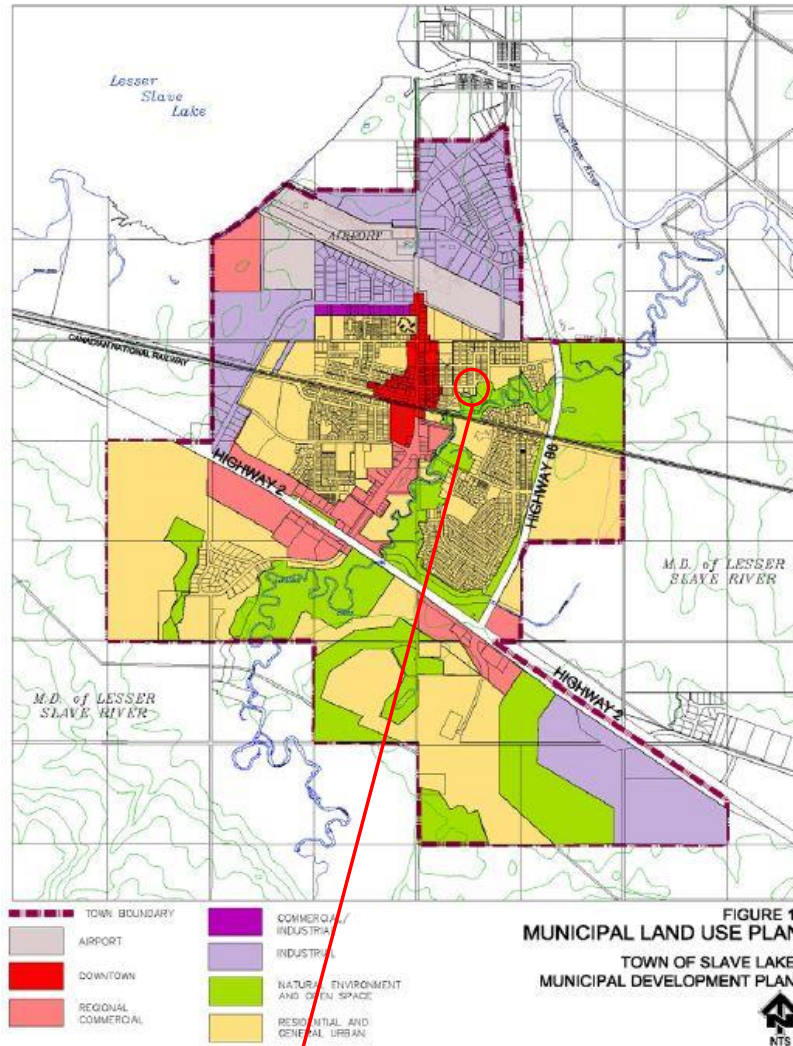
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

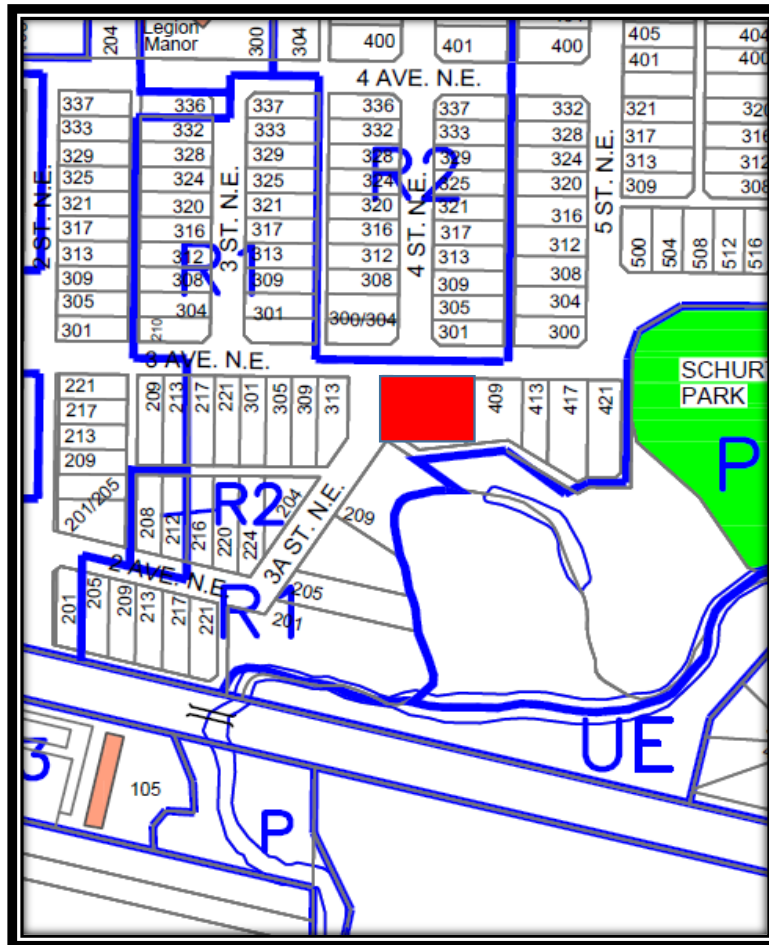
CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"



Subject Property: Lot 1, Block 11, Plan 5521 KS

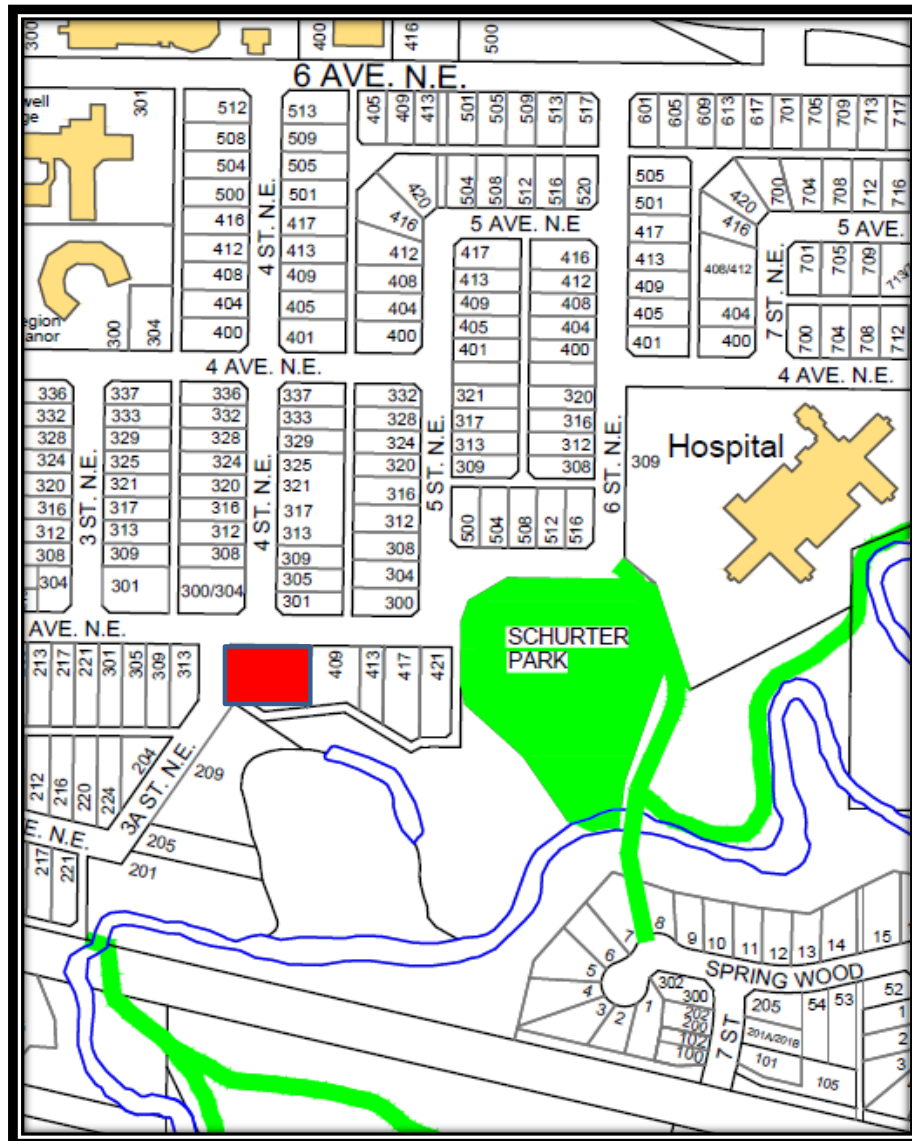
SCHEDULE "B"



Subject Property:
Lot 1, Block 11, Plan 5521 KS

From: Residential and General Urban
To: Downtown

Location Map



Subject Property: 401 – 3 Avenue NE

Lot 1, Block 11, Plan 5521 KS

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Land Use Bylaw Amendment
Regulatory Amending Bylaw #17-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #17-2022.

Background:

Name of Applicant:

20/20 Investment Group Inc.

Proposal:

To amend Section 87 (3) of the Land Use Bylaw #22-2007 by adding "Self Storage Facility" as a discretionary use in the C1 - Downtown Commercial Mixed-Use District.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #17-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #17-2022 received First Reading on December 13, 2022.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated their support for Bylaw #17-2022.

Referral Comments:

To date no written or verbal comments have been received.

Discussion:

The applicant is in the process of acquiring a parcel of land with an existing mixed commercial residential building. In order to increase the economic viability of the site, they would like to add a Self Storage Facility. The subject site is located in the C1 - Downtown Commercial Mixed-Use District, and currently "Self Storage Facility" is not listed as a use.

In accordance with the Land Use Bylaw #22-2007 the definition for "Self Storage Facility" is as follows:

"Self Storage Facility" means a use where goods are stored in a building where the building is made up of separate compartments and each compartment has separate access; and may be available to the general public for the storage of personal items and may include the administrative functions associated with the business and may incorporate custodial quarters for the custodian of the facility.

Options:

Option 1:

Council could give Bylaw #17-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #17-2022 on Second Reading.

Option 3:

Council could amend Bylaw #17-2022 on Second Reading and schedule a second Public Hearing.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023.

Note: as this is a regulatory amendment, and is not site specific, no referral letters were sent to adjacent property owners.

Recommendation to Council:

The Planning Department has concerns with this application and recommends Council give Bylaw #17-2022 Second and Third Reading.

Motion:

Move that Bylaw #17-2022 to amend Section 87 (3) of the Land Use Bylaw #22-2007 receives Second Reading.

Move that Bylaw #17-2022 to amend Section 87 (3) of the Land Use Bylaw #22-2007 receives Third Reading.

Attachments:

[Application to amend the LUB](#)
[LUB Regulatory Bylaw #17-2022](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



APPLICATION TO AMEND THE LAND USE BYLAW (REGULATORY)

Date: Dec 6/22 File No.: 6013.142
Bylaw #: 17-2022

Applicant: 20/20 Investment Group Inc
Mailing Address: 301 - 9st NE, Slave Lake, AB T0G 2A1

Phone: 780-805-4045 (Cell)
E-mail: Tyler @ 2020investmentgroup.ca

Subject Lands: Lot _____, Block _____, Plan _____, ATS _____
Civic Address: Down town Location

The undersigned registered owner hereby applies for an amendment to the Land Use Bylaw #22-2007 as follows:

Regulatory Amendment Requested: To allow Storage unit as a discretionary use in ~~an~~ Commercial district

Reason for Regulatory Amendment: Does not currently allow. We are looking to purchase a property that already has storage and wanted to expand that business model to meet the needs of our customers

Tyler WARMAN [Signature]
Landowner's Name (printed) Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: _____

Tyler WARMAN [Signature]
Landowner's Name (printed) Landowner's Signature

Tyler WARMAN [Signature]
Applicant's Name (printed) Applicant's Signature

**BYLAW #17-2022
AMENDMENT TO THE LAND USE BYLAW
TOWN OF SLAVE LAKE**

A BY-LAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND LAND USE BYLAW #22-2007.

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That Section 87 (3) is amended by adding Self Storage Facility.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS ____ DAY OF _____ 2022.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS ____ DAY OF _____ 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS ____ DAY OF _____ 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Application to amend the Land Use Bylaw #22-2007
Redistricting Bylaw #16-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #16-2022.

Background:

Name of Applicant: Metis Urban Housing

Name of Landowner: Metis Urban Housing

Civic Address: 300 - 5 Street NE

Legal Land Description: Plan 897 NY, Block 12, Lot 19

Proposal:

To rezone the subject lands from R1 - Standard Detached Residential District to R2 - Medium Density Residential District to facilitate the development of a semi-detached dwelling on this lot.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, R.S.A., 2000, Town Council must give Bylaw #16-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #16-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

In accordance with the Municipal Land Use Plan Map for the Municipal Development Plan (MDP), the subject lands maintain a Residential and General Urban land use designation and as such, an amendment to the MDP is not required.

Land Use Bylaw #22-2007:

In accordance with the Land Use District Map of the Land Use Bylaw #22-2007, the subject lands maintain an R1 - Standard Detached Residential Districting and as such requires an amendment to allow medium density developments.

Municipal Planning Commission:

The Municipal Planning Commission (MPC) reviewed this application at its January 9, 2023 meeting, and have indicated that they support Bylaw #16-2022.

Referral Comments:

To date no verbal or written comments have been received with respect to Bylaw #16-2022.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made

with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

Planning Department:

This bylaw is introduced to Council to hold the required Public Hearing and consider Second and Third Reading.

Only one plan amendment is required for this application as the lands maintain the proper designation within the Municipal Development Plan and the lands are not within the boundaries of an area structure plan.

The landowner would like to develop a semi-detached dwelling on the site. The parcel in question is larger than a standard residential parcel (i.e., 60 ft. x 140 ft.) and the landowner is confident they can build a semi-detached dwelling that will meet with all the regulations for the R2 District.

Options:

Option 1:

Council could give Bylaw #16-2022 Second and Third Reading to enact the bylaw.

Option 2:

Council could defeat Bylaw #16-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the Public Hearing for Bylaw #16-2022 was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. In addition, on December 12, 2022 referral letters were sent to adjacent property owners.

Recommendation to Council:

Currently there are lands immediately adjacent to this neighborhood that maintain an R2 - Medium Density Residential districting and these developments do not appear to have had a negative impact on the neighboring residential properties. Further, rezoning of the subject lands would be considered an extension of the R2 zoning and not spot zoning. Finally, the subject lot is larger than a standard residential lot maintaining dimensions of 60 ft. x 140 ft., thereby ensuring it meets with the minimum parcel width and parcel area of the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council give Bylaw #16-2022 Second and Third Reading.

Motion:

Move that Bylaw #16-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting Plan 897 NY, Block 12, Lot 19 from R1 - Standard Detached Residential District to R2 - Medium Density Residential District receives Second Reading.

Move that Bylaw #16-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting Plan 897 NY, Block 12, Lot 19 from R1 - Standard Detached Residential District to R2 - Medium Density Residential District receives Third Reading.

Attachments:

[2022.12.01 LUB Amendment Application](#)
[LUB Redistricting Bylaw #16-2022](#)
[LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



6013.141
Bylaw # 16-2022.

APPLICATION TO AMEND THE LAND USE BYLAW #22-2007 REDISTRICTING AMENDMENT

Date: October 26th 2022

Applicant: Metis Urban Housing

Mailing Address: 11923 - 121A Street, Edmonton Alberta

Phone: 780-452-6440 (Cell) 587-982-5724

E-mail: jason.thompson@metishousing.ca

Subject Lands: Lot 19 Block 12 Plan 897NY ATS West of the 5th

Civic Address 300 - 5 Street

The undersigned registered owner hereby applies for an amendment to the Land Use District Map of Land Use Bylaw #22-2007 as follows:

Lot 19 Block 12 Plan 897NY ATS West of the 5th

Redistricting Requested: From: R1

To: R2

Reason for Redistricting Request:

Rezoning require to rebuild a duplex on site.

Aaron Barner
Landowner's Name (printed)

AB
Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

- ☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: jason.thompson@metishousing.ca

Aaron Barner
Landowner's Name (printed)

AB
Landowner's Signature

Aaron Barner
Applicant's Name (printed)

AB
Applicant's Signature

**BYLAW #16-2022
LAND USE BYLAW AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND
LAND USE BYLAW #22-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Land Use Map of the Land Use Bylaw #22-2007 be amended by re-districting as follows:

Lot 19, Block 12, Plan 897 NY

From: R1 – Standard Detached Residential District

To R2 – Medium Density Residential District

As shown on the attached sketch plan marked as Schedule “A” and forming part of this Bylaw.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS _____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

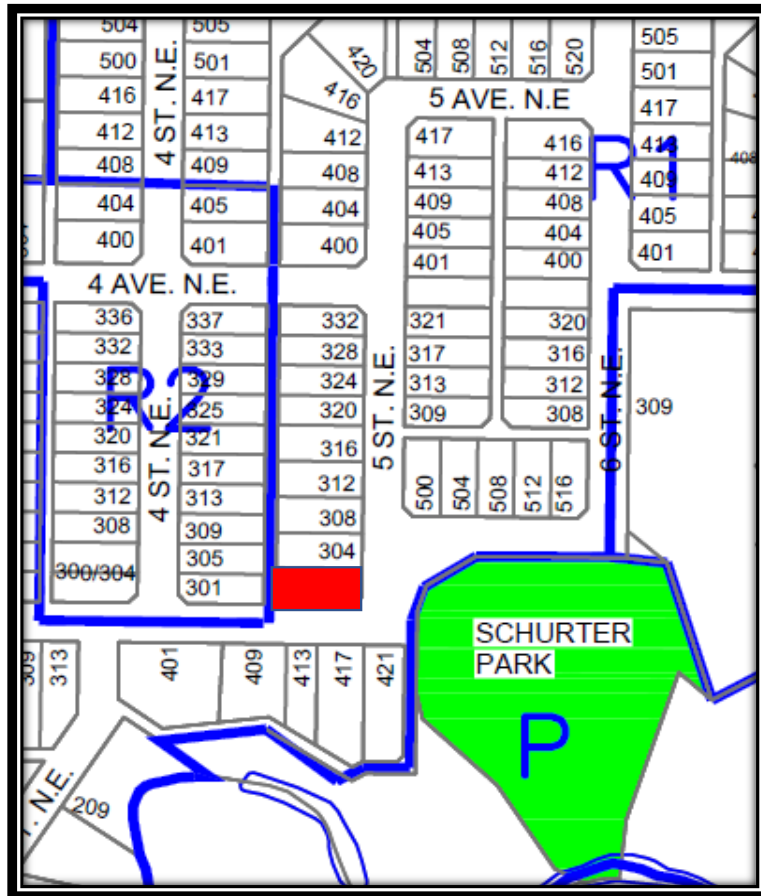
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

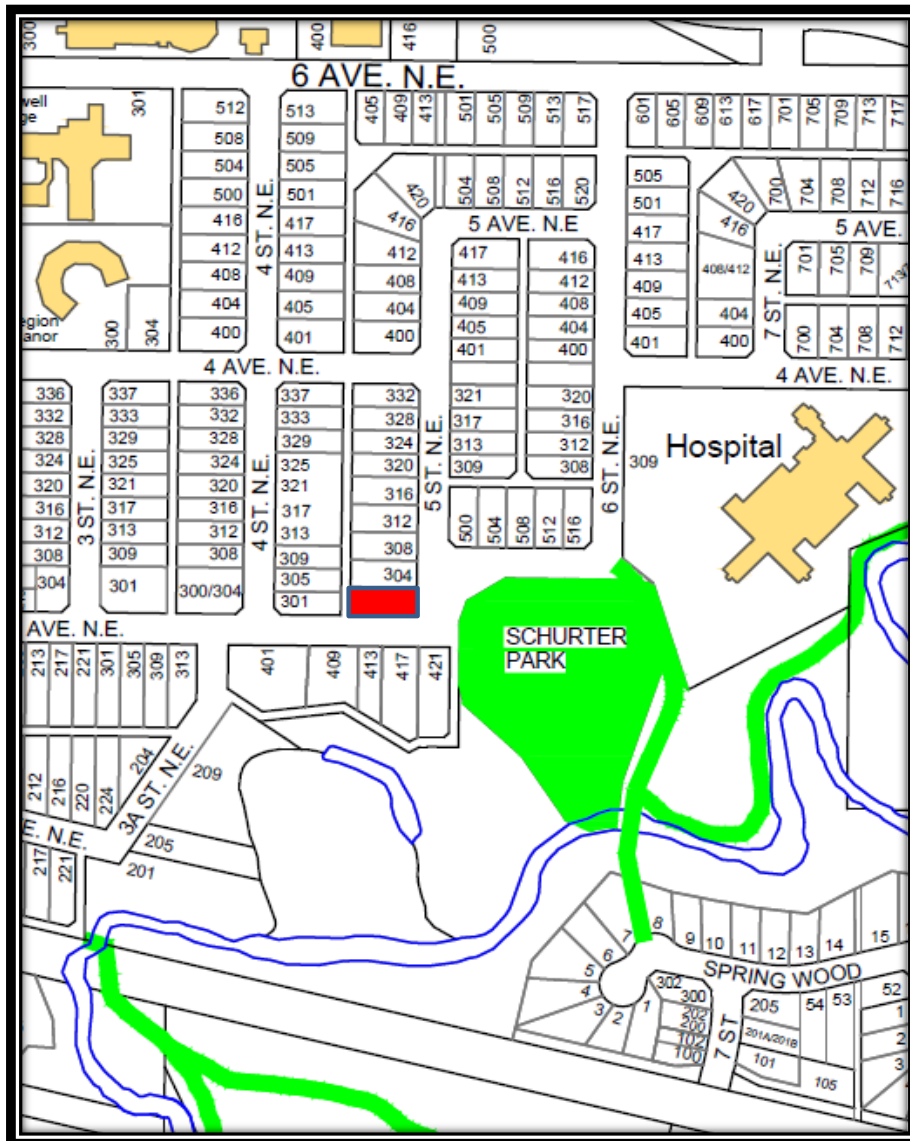
Schedule "A"



Subject Property:
Lot 19, Block 12, Plan 897 NY

From: R1 – Standard Detached Residential District
To: R2 – Medium Density Residential District

Location Map



Subject Property: 300 – 5 Street NE

Lot 19, Block 12, Plan 897 NY

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Bylaw

Subject: **Amendment to the Land Use Bylaw #22-2007
Amending Bylaw #19-2022**

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is for Council to hold the required Public Hearing and consider Second and Third Reading for Bylaw #19-2022.

Background:

Name of Applicant: Lakeview Optometry Clinic

Name of Landowner: Philip Lokken

Subject Lands: Plan 5521 KS, Block 11, Lot 1

Civic Address: 401 - 3 Avenue NE

Proposal:

To amend the Land Use District Map of the Land Use Bylaw #22-2007 be redistricting the above noted lands from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Use District to facilitate the expansion of the Lakeview Optometry Clinic.

Municipal Government Act:

In accordance with Section 230 (1) of the Municipal Government Act, RSA, 2000, Town Council must give Bylaw #19-2022 First Reading and hold the required Public Hearing prior to passing a resolution. Bylaw #19-2022 received First Reading on December 13, 2022.

Municipal Development Plan:

Currently the subject lands maintain a Residential and General Urban designation in the Municipal Development Plan, and as such an amendment is required.

Land Use Bylaw #22-2007:

Currently the subject lands maintain an R1 - Standard Detached Residential Districting in the Land Use Bylaw, and as such an amendment is required.

Two Plan Amendments:

As an amendment to the Municipal Development Plan (MDP) and the Land Use Bylaw (LUB) are required, both applications are being processed concurrently.

Non-conforming Use:

Non-conforming means a use of a building that is not listed within the land use district where the building is located.

Non-Conforming Building and Uses:

In accordance with Section 12 of the Land Use Bylaw #22-2007 a non-conforming use of land or non-conforming use of a building may be continued but if that use is discontinued for a period of six (6) consecutive month or more, any future use of the land or building shall conform with the provision of the Land Use Bylaw then in effect. A non-conforming building cannot be enlarged or structurally altered in any way.

Municipal Planning Commission:

The Municipal Planning Commission reviewed this application at its January 9, 2023, meeting and have indicated their support for Bylaw #19-2022.

Referral Comments:

Referral letters were sent to adjacent property owners and required referral agencies on December 19, 2022. The Municipal District of Lesser Slave River responded indicating they have no concerns. No other written or verbal comments have been received.

Planning Considerations:

The merits of the individual development (i.e., size of the structure, parking, access, parcel size, etc.), will be considered at the time of application for development permit. At that time, the landowner/developer will be required to meet all the regulations within the Land Use Bylaw with respect to the proposed development. As such, discussion around the detailed aspects of the proposed development should not be considered when making a zoning decision. Zoning decisions should be made with respect to good planning principles. Does the rezoning make sense for the area in question? What are the potential impacts to neighboring properties? Will uses in the proposed district fit well within the area? Are there anticipated conflicts between uses?

Discussion:

The applicant is in the process of acquiring the above noted parcel of land and existing buildings so she can expand the Lakeview Optometry business. Currently the subject lands are designated Residential and General Urban in the MDP and R1 - Standard Residential District in the LUB. As there is a commercial use operating on the lands and the use is not listed as permitted or discretionary in the R1 District, the use or uses are considered non-conforming.

In accordance with the Land Use Bylaw a non-conforming building and use cannot be altered or added to. In order to expand the Lakeview Optometry business the lands must be brought back into a state of conformance with the Land Use Bylaw. These two plan amendments will accomplish that objective.

Options:

Option 1:

Council could give Bylaw #19-2022 Second and Third Reading to enact the Bylaw.

Option 2:

Council could defeat Bylaw #19-2022 on Second Reading.

Resource Impacts:

None

Policy Implications:

None

Communications Strategy:

Notice of the public hearing was advertised on the Town's website and social media platforms from December 14, 2022 to January 24, 2023. On December 12, 2022 referral letters were sent to adjacent landowners notifying them of the Public Hearing.

Recommendation to Council:

An optometry office and a law office have operated on the subject lands for at least 15 years and to date, the Planning Department is not aware of any issues or concerns expressed by the neighboring residential properties. The uses are entirely contained within the buildings on site and there is sufficient parking on site to meet the needs of those businesses. As such, the Planning Department is not anticipating any negative impacts to the neighborhood by bringing the buildings and uses on the land back into conformance with the Land Use Bylaw.

The Planning Department has no concerns with this application and recommends Council proceed with Second and Third Reading.

Motion:

Move that Bylaw #19-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 by redistricting Plan 5521 KS, Block 11, Lot 1 from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Use District receives Second Reading.

Move that Bylaw #19-2022 to amend the Land Use District Map of the Land Use Bylaw #22-2007 b redistricting Plan 5521 KS, Block 11, Lot 1 from R1 - Standard Detached Residential District to C1 - Downtown Commercial Mixed-Used District receives Third Reading.

Attachments:

[Application to amend the LUB - Lakeview Optometry
LUB Redistricting Bylaw #19-2022
LOCATION MAP](#)

Joanna Raymond, Executive Assistant

Approved
- 17 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 17 Jan
2023



APPLICATION TO AMEND THE LAND USE BYLAW (REDISTRICTING)

Date: Nov 30/2022 File No.: 6013.143
Applicant: Lakeview Optometry Clinic Bylaw #: 19-2022
Mailing Address: Box 620, Slave Lake, AB, T0G 2H0
Phone: 780 849 4410 (Cell) 780 264 1667
E-mail: lakeviewoptometry@gmail.com
Subject Lands: Lot 1, Block 11, Plan 5521 KS ATS
Civic Address: 401 3 Ave NE, Slave Lake, AB, T0G 2A2

The undersigned registered owner hereby applies for an amendment to the Land Use Bylaw #22-2007 as follows:

Redistricting Requested: From: Standard Detached Residential District to C1
To: Downtown Commercial Mixed-use District

Reason for Redistricting Request:

Expansion of current optometry practice, retirement of Landlord / closing of legal firm & purchase of building by optometry clinic

Philip Lokken
Landowner's Name (printed)

Philip Lokken
Landowner's Signature

CONSENT TO ELECTRONIC NOTIFICATION:

☒ I consent to receive documents from the Planning Department by electronic means and have provided the following e-mail address to be used by the Town for that purpose.

E-mail address to be used: lakeviewoptometry@gmail.com

Philip Lokken
Landowner's Name (printed)

Philip Lokken
Landowner's Signature

Eve Niedergaues
Applicant's Name (printed)

Eve Niedergaues
Applicant's Signature

**BYLAW #19-2022
LAND USE BYLAW AMENDMENT
TOWN OF SLAVE LAKE**

**A BYLAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA TO AMEND
LAND USE BYLAW #22-2007.**

Pursuant to the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, as amended, the Municipal Council of the Town of Slave Lake, duly assembled, enacts as follows:

1. That the Land Use Map of the Land Use Bylaw #22-2007 be amended by re-districting as follows:

Lot 1, Block 11, Plan 5521 KS

From: R1 – Standard Detached Residential District

To C1 – Downtown Commercial Mixed-Use District

As shown on the attached sketch plan marked as Schedule “A” and forming part of this Bylaw.

That this Bylaw comes into effect upon the date of its Third and Final Reading.

READ A FIRST TIME THIS _____ DAY OF _____ 2022 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

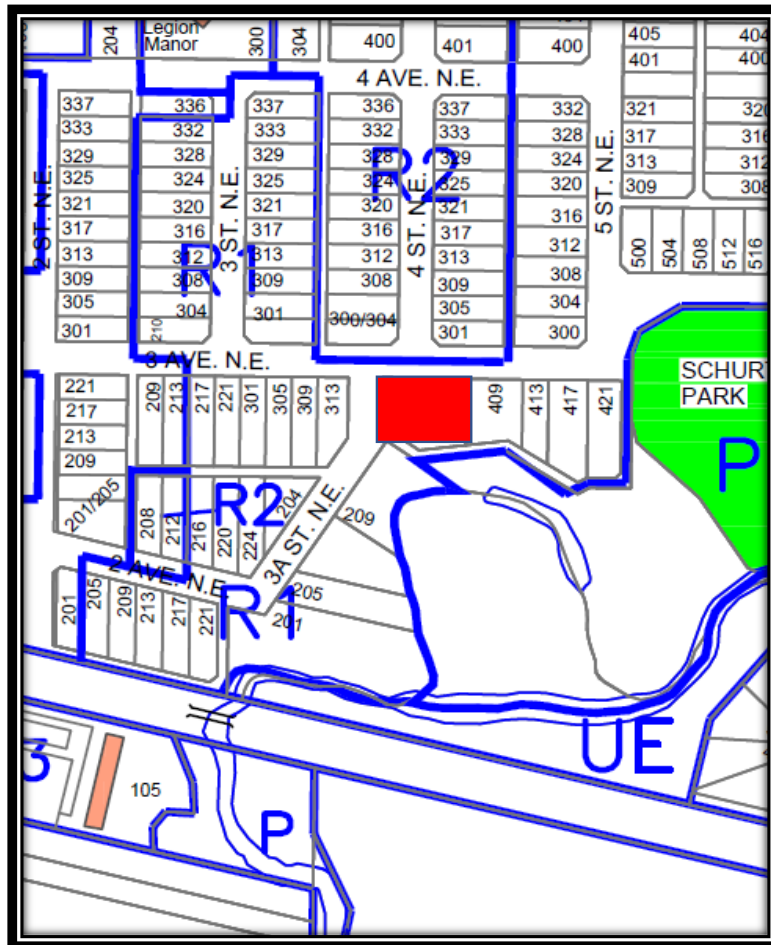
CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME THIS _____ DAY OF _____ 2023 A.D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

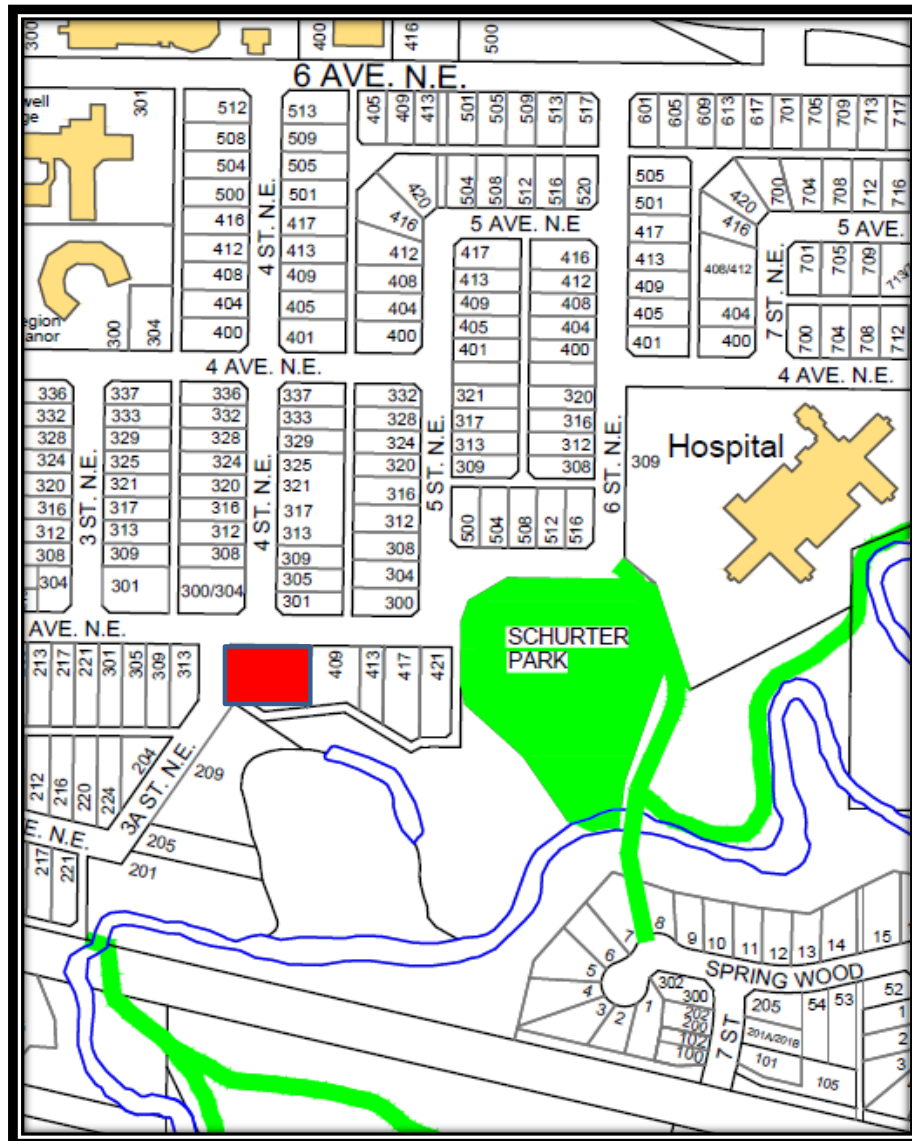
Schedule "A"



Subject Property:
Lot 1, Block 11, Plan 5521 KS

From: R1 – Standard Detached Residential District
To: C1 – Downtown Commercial Mixed-Use District

Location Map



Subject Property: 401 – 3 Avenue NE

Lot 1, Block 11, Plan 5521 KS

REPORT TO COUNCIL



Meeting Date: January 24, 2023

Staff Contact: Laurie Skrynyk, Director of Planning & Development

Department: Planning

Report Type: Request for Decision

Subject: Defer Offsite Levies and Developer Contributions

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication



Purpose:

The purpose of this report is for Council to consider a request to defer the payment of offsite levies and developer contributions (i.e., intersection charges).

Background:

Name of Applicant:

MKB Trucking (Marc Boissonneault)

Subject Property:

Pt. of the NE 25-72-6-W5 (Located south of Highway #2, adjacent to and east of the Sawridge Creek)

Definition of Development Charges:

Development Charges are defined as those costs assessed by the Town of Slave Lake against land developers for their proportionate share of the costs of municipal infrastructure systems constructed by the Town which benefit the development area. In the Town of Slave Lake development charges are comprised of offsite levies and developer contributions. Developer contributions exist for roads and intersections.

Development Charge Bylaw #29-2016:

Council may, by resolution, in its discretion, waive, change, or defer the development charges otherwise payable in accordance with this bylaw where the lots being developed are greater in size than would ordinarily be required for the use propose, where the lands do not have municipal water and sewer facilities available or for such other reason as Council may deem appropriate.

The Development Charges payable pursuant to this bylaw shall be paid by the earlier of the date of approval of the plan of subdivision by the Town of Slave Lake, or issuance of a development permit for the lands, unless Council has, by resolution, authorized payment at some other time and entered into an agreement with the owner of the lands to that affect.

Adjustments to Offsite Levies and Development Charges:

In accordance with the Town's Development Charge Policy C.d. 014, all levies are to be adjusted annually to reflect the Edmonton Non-residential construction Price Index. This is to be completed one the December 31st value has been posted. This is typically completed in March of each year.

Levies Due:

The subject lands are located in the South Central area of the Offsite Levy Study and as such are subject to a 2022 per hectare value of \$14,501.00/ha.

The land area, as shown on the Title is 40.50 ha.

$$40.50 \text{ ha} \times \$14,501.00 = \$587,290.50$$

Please note: These estimates are significantly higher than the actual number will be once a subdivision occurs and we know what the net developable lands will be. Offsite levies are based on net developable lands.

Developer Contributions Due:

Developer Contributions in this instance are Intersection Charges for the Highway #2, Highway #88 and Holmes Trail intersection. They are based on the Intersection Charge Study completed in 2009.

The Province (i.e., Alberta Transportation) has indicated that municipalities in Alberta will be responsible for the cost to upgrade intersections required as a result of adjacent development. Essentially as more development occurs adjacent to provincial highways that results in upgrades to existing intersections, those municipalities will pay for the required upgrades.

The 2022 per hectare rate for commercial lands is \$34,172.56/ha.
The 2022 per hectare rate for residential land is \$11,390.85/ha.

If we assume that 30% of the land will be developed as commercial and 70% as residential the estimate today is as follows:

16.20 ha commercial land x \$34,172.56/ha = \$553,595.47
24.30 ha residential land x \$11,390.85/ha = \$276,797.66

Please note: These estimates are significantly higher than the actual number will be once a subdivision occurs and we know what the net developable lands will be. Intersection charges are based on net developable lands.

History on Subject Lands:

Prior to Mr. Boissonneault purchasing the lands, they were owned by the Sawridge Development Corporation. At one time, in the 60s and 70s, the Sawridge operated a 9 hole golf course on these lands and adjacent lands.

There are no records of a development permit being issued or offsite levies having been paid for the subject lands, as the Town's entire land base file system was lost during the 2011 Wildfire. That said, the Town's first offsite levy bylaw came into effect in 1985 and as the operation of the golf course commenced well before that (i.e., 1960s or 1970s), offsite levies would not have been required. Further, since Intersection Charges came into affect in 2009, and as such, they would not have been required either.

Mr. Boissonneault purchased the subject lands in February 2021 and proceeded to erect a barbed wire fence on the perimeter of the subject lands. He then proceeded to cultivate the land and prepare it to grow crops. The Planning Department contacted him to advise that a development permit was required. In

order to apply for a development permit, the Land Use Bylaw needed to be amended to add the uses to the UE - Urban Expansion District. On November 15, 2022 Bylaw #13-2022 received Second and Third Reading and added Agricultural Operation and Low Intensity Farming Operating as discretionary uses to the UE District.

On November 22, 2022 Mr. Boissonneault applied for an Agricultural Operation development permit which would allow him to cultivate the land and grow crops. On December 5, 2022 the application was presented to the Municipal Planning Commission (MPC). The MPC tabled a decision on the application to its January 9, 2022 meeting so that Administration could bring back additional information with respect to the application of pesticides, herbicides, manure, etc., on the lands adjacent to a waterbody (i.e., Sawridge Creek). On January 9, 2023 the MPC reviewed the additional information provided by Administration and approved the Agricultural Operation for a period of five (5) years with the approval expiring on December 31, 2027.

On November 22, 2022 Mr. Boissonneault was advised that offsite levies and developer contributions needed to be addressed. He indicated his desire to defer this requirement.

Historical decisions with respect to Deferring/Waiving Offsite Levies:

Historically, Town Council has not waived offsite levies. Council has, however, deferred payment of levies conditional to the provision of security equivalent to the levies being deferred. Our most recent decisions to defer offsite levies was for Murray Broadhead and an agreement was registered on the title of his lands and security was taken in the form of an encumbrance registered on the lands.

Discussion:

As the subject lands have yet to be subdivided and as there are no new developments on the land (i.e. since its operation as a golf course), the discussion and decision with respect to offsite levies and developer contributions has not taken place until now. Further, at this time, there are no roads, no access, no water and sanitary sewer services and no environmental reserves and municipal reserves have not been taken with respect to the subject land.

In accordance with the Offsite Levy Study dated November 23, 2016, offsite levies are calculated based on net developable lands (i.e., less land for roads, less environmental reserves (ER) and municipal reserves (MR), or lands deemed undevelopable). As the subject lands have not been subdivided dedications for

future roads, MR and ER have not been contemplated. As such, the offsite levy value and the Intersection Charge value provided on the first page of this report is significantly higher than it will be once a subdivision occurs. As the subject lands are adjacent to the Sawridge Creek, ER will likely be fairly significant. Further MR dedications are taken as 10% of the land.

Finally, with respect to the Intersection Charges, the vast majority of the parcel will be levied based on the proposed future use (i.e., residential which is significantly lower per hectare i.e., \$11,390.85/ha vs \$34,172.56/ha for commercial). Until subdivision occurs we will not know how much of the land will be developed as commercial and how much will be residential.

Options:

Option 1:

Council could enter into an agreement with Mr. Boissonneault to defer the payment of the required offsite levies and developer contributions until such time as an application for subdivision or development is received or if the lands sell. The issues with this option is that we are unable to determine a reasonable value as the lands are not subdivided or serviced.

Option 2:

Council could require the developer to pay the offsite levies and developer contributions now and not defer the payment. The issues with this options is that it is extremely difficult to try to determine what the net developable lands will be with any degree of accuracy.

Option 3:

Council could defer the requirement to pay, without an agreement, until such time as another application for development or subdivision is received.

Resource Impacts:

None

Policy Implications:

In accordance with the offsite levy bylaw Council has the authority to defer offsite levies where the lands do not have water and sanitary sewer services or for other reasons Council deems appropriate.

Communications Strategy:

None

Recommendation to Council:

It is our policy, that where offsite levies or developer contributions are deferred, it is done through an agreement with security provided to guarantee the performance of the conditions. However, as the lands are not serviced and are not the subject of a subdivision, we are unable to determine net developable lands in order to calculate the accurate amount of offsite levies and intersection charges that would be required of the developer.

As such, the Planning Department recommends the Council proceed with Option 3 and defer the requirement to pay the offsite levies and intersection charges until such time as the Town receives another development permit or subdivision application for the subject lands. Administration will advise the landowner, in writing, of Council's decision to defer.

Motion:

Move that Council defer the required offsite levies and intersection charges for Pt. of the NE 25-72-6-W5 owned by MKB Trucking (Marc Boissonneault) until such time as an application for development permit or subdivision is received by the Town.

Attachments:

[LOCATION MAP](#)

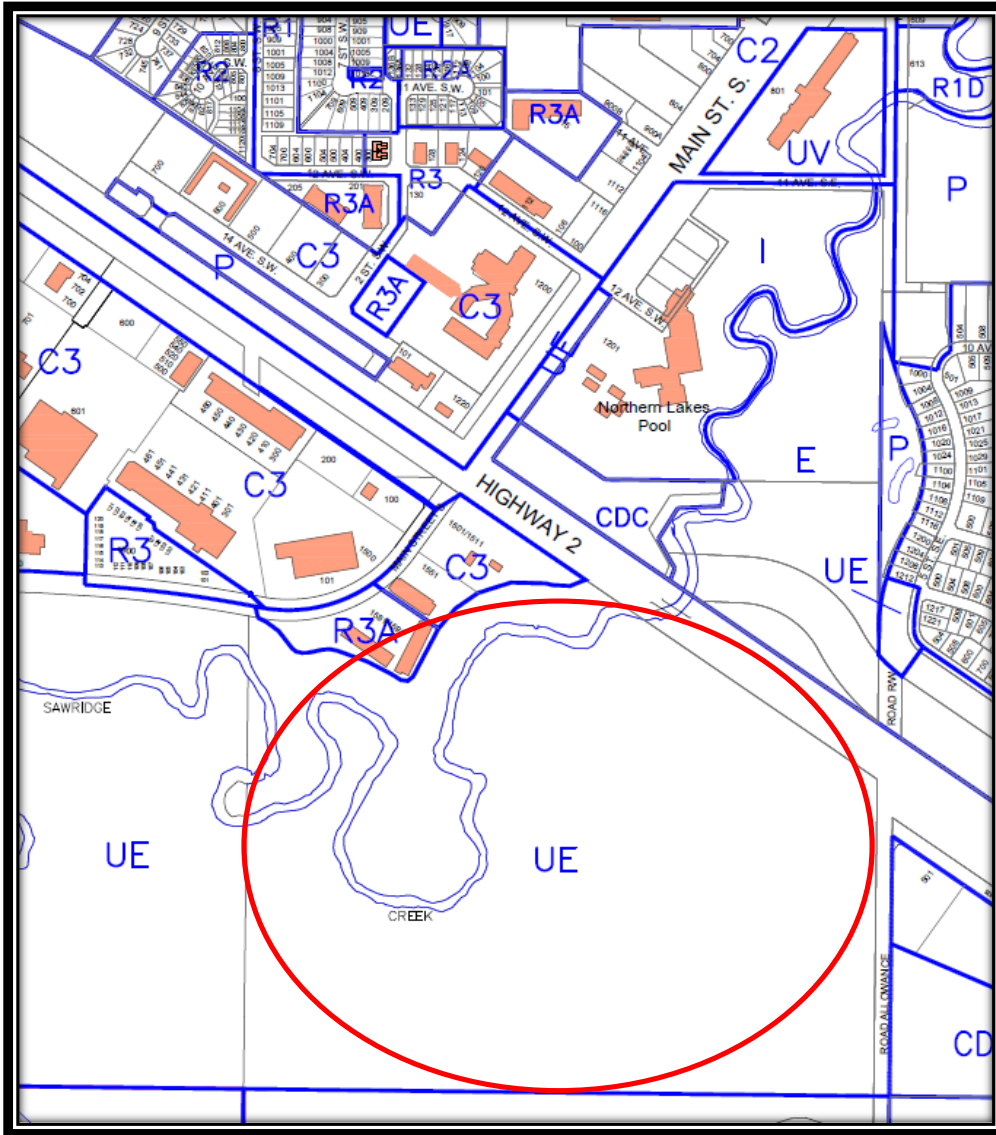
Joanna Raymond, Executive Assistant

Approved
- 19 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 19 Jan
2023

LOCATION MAP



Pt. NE 25-72-6-W5 – MKB Trucking

REPORT TO COUNCIL



Meeting Date: January 24, 2023
Staff Contact: Alex Pavcek, Fire Chief
Department: Protective Services
Report Type: Report for Information

Subject: 2022 Fire Services Annual Report

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication



Purpose:

To Update Mayor and Council on the 2022 Fire Services statistics and events

Background:

The Lesser Slave Regional Fire service annual report is completed and presented to update council on yearly statistics and events the LSRFS hosted or participated in.

Discussion:

2022 once again proved to be another busy challenging year for the Regional Fire Service. Calls were up from 2021, with a total of 538 emergency calls region wide. Volunteer membership is down slightly, a trend that is a challenge for many Fire departments in North America. Medical First Response calls are up from 2021, and wait times are slowly starting to be longer on medical calls than in the past. Motor Vehicle Accidents continue to be the largest number of responses, with more traffic activity in our region.

Our goals for 2022 are to continue to build on our excellent Regional training program, to find new training partners to fully utilize the Fire training center, and

to focus on retention of our current fire fighters, as well as recruiting new fire fighters for all our regional halls.

Some of the projects for 2022 are completing the Alberta First Responder Radio Network (AFRCS) radio system change over, purchasing new Personal Protective gear and a gear washing machine to clean our gear in house. This is part of our cancer reduction strategy. and to update the rest of the Self Contained Breathing Apparatus in the MD fire halls.

Resource Impacts:

No resource Impacts at this time.

Recommendation to Council:

Administration recommends council receive this report for information

Motion:

Move that council receives this report for information.

Attachments:

[2022 Annual Report](#)

Joanna Raymond, Executive Assistant

Jeff Simpson, Chief Administrative Officer

Approved
- 19 Jan
2023

Approved
- 19 Jan
2023



2022 Annual Report



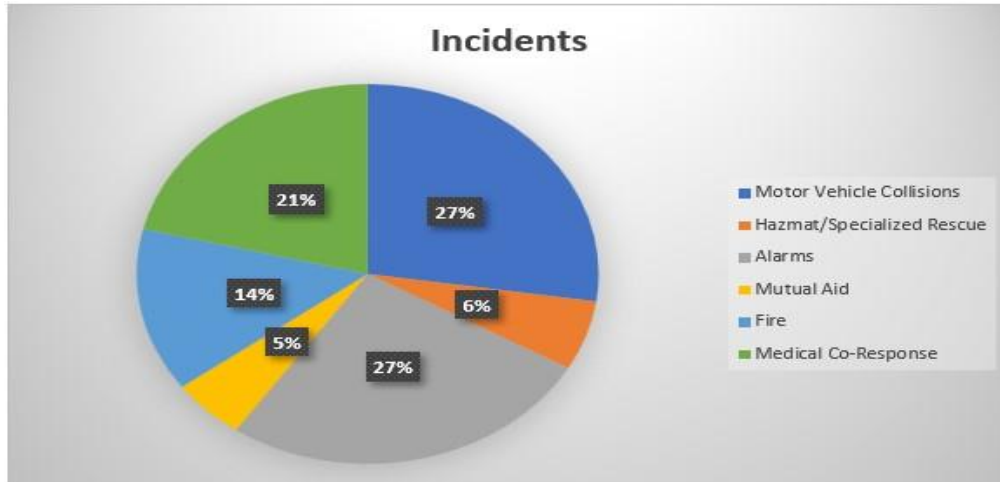
SUMMARY

2022 proved to be another busy year for the Lesser Slave Regional Fire Services, once again responding to a record number of emergency call outs. Responding to various events also means that we require highly trained, professional responders. This year we focused on recruiting and training, with results showing our new program was effective when our new members became qualified to respond. 2022 was also the first year we introduced Senior Firefighters, with 5 members being promoted to this position.

Although 2022 proved to be another record year for emergency responses, we did not see a large number for wildfire responses due to a wetter-than-normal spring in the Slave Lake and Lac La Biche Forest Protection Areas. Additionally, for the second time since 2012, we did not receive and requests for deployments outside of our region. Projects for 2022 included changing out a pickup truck (response vehicle). Replacing the rescue tools (Jaws of Life) in the MD fire Stations. A new custom rescue truck was ordered and is currently in production to replace the existing unit to better serve the residents and visitors of Slave Lake and the MD of Lesser Slave River. A new 5-year Fire Services agreement was signed between the Town of Slave Lake and the MD of Lesser Slave River.

This report will briefly illustrate some of the statistics for the 2022 response year and highlight some of the challenges faced as well look ahead to the challenges that lie ahead in 2023. A formal Fire Services agreement between the Town of Slave Lake and Sawridge First Nation is expected to be finalized and the Alberta First Responders Radio Communications System (AFRRCS) full changeover from the existing Legacy system is expected to be completed.

Emergency Calls



Total LSRFS Incidents 2022 = 538

Motor Vehicle Collisions = 147

Hazmat/Specialized Rescue = 32

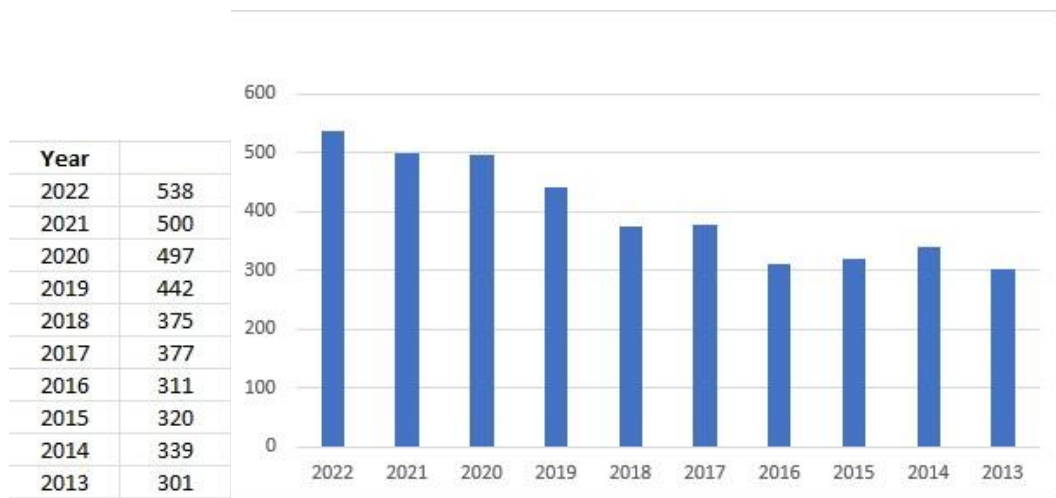
Alarms (residential, commercial) = 142

Mutual Aid = 28

Fire (structure, vehicle, wildland) = 75

Medical Co-Response = 114

Total LSRFS Station Responses 2022 = 772



FIRE & LIFE SAFETY / PREVENTION

- Certified in 2020 as an Accredited Agency in the Province of Alberta by the Safety Codes council (*allows the LSRFS to contract fire code inspection and fire investigation services to other municipalities and corporate entities in Alberta*)
- Fire & Life Safety Inspections: **24**
- Fire Investigations: **28**
- Fire Prevention week school tours – **6 schools/90 hours**
- Fire Department open houses (fire prevention week and Emergency Preparedness week) – **5**
725 Guests Visited Open houses
- Total number of Public Interactions in 2022 – **2718** persons
- Community Events (*i.e., Candy cane check stop, Christmas toy drive*) – **2**
- FireSmart Community Events: **1**
Total # of LSRFS hours at events **298** Hours
- Marten Beach Community Day
- FireSmart Home Assessments: **3** completed
- Hazard Reduction Burning: **65** HA
- Grass Mowing **200** HA
- Boat Patrols: **15**
- Pre-Incident Planning: **48** Complete, **38** in progress
- Community Wildfire Pre-Planning: **4** Complete, **6** in progress

EMERGENCY SERVICES TRAINING CENTRE

- 2022 Recruit Class's – 14 new LSRFS members (9 *Slave Lake, 1 Widewater, 2 Smith, 1 Flatbush*)
- In-House Training Program (5 *LSRFS Stations*)
- All in house training for LSRFS firefighters (*Monday/Tuesday nights, weekend training*)
Total Training Hours all LSRFS members – **3013 Hours**
Station 1 – **1741 Hours**
Station 2 – **323 Hours**
Station 3 – **219 Hours**
Station 4 – **280 Hours**
- Basic & Advanced Wildland Urban Interface (WUI) Course Development. The LSRFS developed these courses with the NLC.
- ATCO Electric driver training
Employee driver training course for 1 day
- Northern Lakes College
NLC confined space rescue course (*4 days throughout year*)
- RCMP Promotion Testing
- WCSS annual spill exercise
2-day spill clean up exercise.
Area D spill co-op annual training scenario's 2-day hazardous spill exercise
- Special teams training. Water rescue & technical rescue third Wednesday night of each month
- Search & Rescue training.
Training twice per month on first and third Wednesday night of each month

LOCAL FIRE SERVICE GROUPS

- Special Teams – *Lead Organization*
- Search & Rescue – *Lead Organization*
- Mitsue Mill Managers – *Committee Chair*
- Protective Services – *Committee Chair*
- Regional Fire Chiefs – *Committee Chair*
- Area D Spill Co-Op - *Member*
- Regional Advisory Group – *Internal working Committee*

FIREFIGHTER SOCIETY

- Fishing Tournament
- Smile Cookie
- Golf Tournament
- All In Weekend Support

LSRFS FLEET

- **1 Squad**
 - Carries tools to start any job (*i.e.: small rescue tools, firefighting gear, water/rope gear, Hazmat*).
- **1 Rescue Truck**
 - Has all the rescue gear needed to perform any rescue and all Hazmat gear.
- **2 Ladder Trucks**
 - 1 in Slave Lake first out to all confirmed structure fires, 1 in Mitsue industrial park.
- **6 Engines**
 - 2 Engines in Slave Lake, 1 for structure fire response, 1 for wildland response or where 4x4's needed, 1 at every other station, rural engines carry rescue tools as well as fire equipment.
- **1 Brush Truck**
 - Set up for wildland fires and structure protection locally and/or provincially.
- **4 Tanker Trucks**
 - 1 in Slave Lake, 1 in Widewater, 1 in Smith, 1 in Flatbush used for areas with no hydrants.
- **5 Command/Light Vehicles**
 - Used for Nighttime duty officers, Chief vehicles, pulling trailers and 1 can help to plow snow.
- **1 unit station in Flatbush**
- **6 Trailers**
- **1 Command/Rehab trailer**
- **1 SAR trailer**
- **2 structure protection units**
- **2 electronic signs**

LSRFS FLEET Con't

- **4 ATV's** 2 6x6's and 2 Quads used by all stations, Search & Rescue and Special Teams for access.
- **2 Boats**
 - 1 Large 24-foot aluminium hull for lake use, 1 Small 11-foot rib boat for river, creek, and flooding use.
- **1 Tractor**
 - Used for mowing program to keep down hazardous grass in spring, summer and fall.
- **1 Skid Steer**
 - Training centre support, snow removal station 1,2,5 and removal of problem trees.



LSRFS RESPONSE AREA

- 10,000 Square Kilometres
- 10,000 Residents
- 400 Kilometres of primary & secondary highway
 - 110km North on Hwy 88, 60km East on Hwy 754, 118km South on Hwy 2/44, 60km East on Hwy 2 towards Athabasca.
- Bodies of water
 - Athabasca river, Lesser Slave river, Pembina river, East basin of Slave Lake, all streams, creeks, dugouts, and ponds in MD124.
- Provincial Parks
 - Lesser Slave, Fawcett, Lawrence Lake, Chain Lakes.
- Mitsue Industrial Park
 - Tolko, Slave Lake Pulp, Alberta Plywood and Vanderwell's, Tiger Calcium
- All oilfield facilities
 - Marten Hills road, Hwy 754, Hwy 88, South Mitsue, Mitsue.



COMMUNITIES

- Assineau Initial Response: Station 2
- Canyon Creek Initial Response: Station 2
- Widewater Initial Response: Station 2
- Wagner Initial Response: Station 2
- Bayer Road Initial Response: Station 1
- Slave Lake Initial Response: Station 1
- Sawridge First Nations Initial Response: Station 1
- Marten Beach Initial Response: Station 1
- Poplar lane Initial Response: Station 1
- Mitsue Industrial Park Initial Response: Station 5
- Old Smith Highway Initial Response: Station 1, 5 or 3 (*depending on location*)
- Hondo Initial Response: Station 3
- Smith Initial Response: Station 3
- East Fawcett Initial Response: Station 3
- West Fawcett Initial Response: Station 3
- Lawrence Lake Initial Response: Station 3
- Chisholm Initial Response: Station 4
- Tieland Road Initial Response: Station 4
- Flatbush Initial Response: Station 4



5 STATIONS

- Station 1 Slave Lake, Station 2 Widewater, Station 3 Smith, Station 4 Flatbush, Station 5 Mitsue.
- **3 Special Teams (*Water, Technical Rescue, Hazmat*)**
 - Ran out of Station 1 and practice once a month.
- **1 Search & Rescue Group**
 - Ran out of Station 5 and practice twice a month.
- **89 Paid-On-Call Members**
 - Split up between Station's 1 – 5, SAR and Special Teams.
- **8 Fulltime Permanent Staff**
 - Fire Chief, Deputy Chief, Maintenance Officer, Admin Assistant, Captain, 3 Fire Fighters.
- **1 Student (Seasonal)**
- **Station 1:**
 - 31 Firefighters
 - 2 Lieutenants
 - 4 Captains
 - 1 Deputy Chief
 - 1 Fire Chief
 - 17 SAR Members
- **Station 2:**
 - 8 Firefighters
 - 1 Captain
 - 1 Lieutenant
- **Station 3:**
 - 6 Firefighters
 - 1 Captain
 - 1 Lieutenant
- **Station 4:**
 - 10 Firefighters
 - 1 Captain
 - 2 Lieutenants
- **Station 5:**

Note * currently stationed out of Station 1, Station 5 ran as a satellite station.

PROFESSIONAL ASSOCIATION ACTIVITY / INVOLVEMENT

- International Association of Bomb Technicians and Investigators (*IABTI*)
- International Association of Emergency Managers (*IAEM*)
- International Association of Arson Investigators (*IAAI*)
- Canadian Volunteer Fire Service Association (*CVFSA*)
- Alberta Fire Training Officers' Association (*AFTOA*)
- Canadian Association of Fire Investigators (*CAFI*)
- Fire Investigation Association of Alberta (*FIAA*)
- Canadian Association of Fire Chiefs (*CAFC*)
- National Fire Protection Agency (*NFPA*)
- Alberta Fire Chiefs Association (*AFCA*)
- Search and Rescue Alberta (*SARA*)
- Peace Regional Fire Chiefs' (*PRFC*)
- Alberta Task Force 1 (*ABTF-1*)



REPORT TO COUNCIL



Meeting Date: January 24, 2023
Staff Contact: Alex Pavcek, Fire Chief
Department: Protective Services
Report Type: Request for Decision

Subject: Updated Fire Bylaw #03-2023

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication



Purpose:

The purpose of this report is to present proposed changes to the fire services bylaw, and the fire services rate schedule

Background:

The new 2023 Fire Services bylaw, builds on the existing bylaw by adding the usage of Fire Department Lock boxes to buildings in the town of Slave Lake. and updating the current Fire Department Fee Schedule.

Discussion:

The current Fire Services bylaw and rate schedule was last updated in 2014. The new bylaw adds the usage of Fire Department lock boxes, to buildings meeting certain criteria with in the town of Slave Lake. This item is currently covered in the Alberta Fire Code, however there is some discussion that it may be removed form the next code update. The LSRFS would like to continue with this program moving forward as it allows us to enter buildings using keys, rather than causing damage to property.

The fee schedule is also updated to the current Alberta road builder rates for trucks and equipment, and fee's for service reflected on current pricing models.

Options:

1. Council continues to use 2014 Fire Services Bylaw
2. Council approves the new 2023 Fire Services Bylaw

Policy Implications:

Fire Services Bylaw 2014 will be rescinded and replaced with 03-2023.

Communications Strategy:

The new Bylaw and fee schedule would be advertised on the town website, under Protective Services and copies would be available at the firehall.

Relation to strategic planning, mission statement, or vision statement:

Providing safer

Recommendation to Council:

Council approve the the Fire Services Bylaw #03-2023

Motion:

Move that Council gives first reading to Bylaw #03-2023 Fire Services Bylaw

Move that Council gives Second Reading to Bylaw #03-2023 Fire Services Bylaw

Move that Council gives Third reading to bylaw #03-2023 Fire Services Bylaw

Attachments:

[2023- Fire Services ByLaw](#)

Joanna Raymond, Executive Assistant

Jeff Simpson, Chief Administrative Officer

Approved
- 19 Jan
2023

Approved
- 19 Jan
2023

TOWN OF SLAVE LAKE- BYLAW No. 03-2023

A Bylaw of the Town of Slave Lake in the Province of Alberta, for the purpose of establishing Fire Services in and for the Town of Slave Lake.

WHEREAS the Municipal Government Act, Revised Statutes of Alberta 2000, c. M-26, as amended, provides that a Council of a Municipality may pass Bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property; and for services provided by or on behalf of the municipality;

AND WHEREAS the Town of Slave Lake has been accredited by the Safety Codes Council pursuant to the Safety Codes Act, R.S.A. 2000, c.S-1;

AND WHEREAS the Council of the Town of Slave Lake wishes to establish the Lesser Slave Regional Fire Service within the Town of Slave Lake and to provide for efficient operation of such Emergency Services.

AND WHEREAS the Council of the Town of Slave Lake wishes to operate and manage the Lesser Slave Regional Fire Service in conjunction with the Municipal District of Lesser Slave River.

NOW THEREFORE the Council of the Town of Slave Lake in the Province of Alberta, duly assembled, hereby enacts as follows:

SECTION 1. NAME OF BYLAW

1.1 This Bylaw may be cited as the "Lesser Slave Regional Fire Services Bylaw."

SECTION 2. DEFINITIONS

2.1 In this Bylaw:

- a) Acceptable Fire Pit means an outdoor receptacle for cooking purposes only that meets the following specifications:
 - i. a minimum of 3 meter clearance, measured from the nearest fire pit edge shall be maintained from buildings, property lines or any combustible material;
 - ii. the fire pit height shall not exceed 0.6 meter when measured from the surrounding grade to the top of the pit opening;
 - iii. the outside width, length or diameter of the fire pit opening shall not exceed 1 meter when measured between the widest outside edges;
 - iv. the fire pit installation shall have enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials acceptable to the Fire Chief; and
 - v. a Regulation Screen shall be used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks.

- b) Acceptable Fireplace means an outdoor receptacle for cooking purposes only that meets the following specifications:
- i. a minimum of 3 meter clearance measured from the nearest fireplace edge shall be maintained from buildings property lines or any combustible material;
 - ii. the fireplace shall be constructed of materials such as bricks or rocks that are heat and flame resistant
 - iii. the fireplace shall be equipped with a chimney that is not less than 2.5 meters in height when measured from the base of the fire burning area;
 - iv. the fireplace chimney shall be equipped with a Regulation Screen designed to contain and reduce the hazards of airborne sparks;
 - v. the base of the fire burning area shall be not less than 0.3 meters above the surrounding grade; and
 - vi. the fire chamber shall not exceed 1.25 meters in width and shall be at least 0.4 meters but not more than 0.6 meters in depth.
- c) Burnable Debris means those materials permitted to be burned in accordance with applicable statutes and regulations and this bylaw and shall include but is not limited to materials described as:
- i. wood material from the construction or demolition of buildings which does not contain wood preservatives;
 - ii. wood material which does not contain wood preservatives or laminates;
 - iii. solid waste from sawmills or plane mills with an annual production of less than 6500 cubic meters of lumber;
 - iv. solid waste from post and pole operations that does not contain wood preservatives or;
 - v. solid waste from tree harvesting operations.
- d) Chattel Fire means a fire in which an article or articles of personal property are being burned out-of-doors.
- e) Chief Administrative Officer means that person appointed to the position and title by the Council and includes a person appointed by the Chief Administrative Officer to act as such Officer's delegate for purposes of this bylaw.
- f) Council means the Council of the Town of Slave Lake.
- g) Dangerous Goods means a product, substance or organism included by its nature or by the regulations in any of the classes listed in the Schedule to the Dangerous Goods Transportation and Handling Act, R.S.A. 2000, c.D-4.
- h) Emergency Unit or Apparatus means a fire truck, pumper truck, rescue truck, rescue boat, mobile command unit, bush truck, auxiliary truck, dangerous goods unit, tender, or any vehicle provided with machinery, devices, equipment, or materials including vehicles used to transport any member or supplies for firefighting or any incident to which Fire Services has responded.

- i) Equipment means any tools, contrivances, devices, or materials used by Fire Services to combat an incident or other emergency.
- j) False Alarm means any fire alarm that is set off needlessly, through willful or accidental, human, or mechanical error, and to which Fire Services responds.
- k) Fire Chief means the person designated as such by the Council for purposes of this bylaw.
- l) Fire Services means the firefighting and emergency response service as established and organized for the Town pursuant to the provisions of this Bylaw consisting of, inter alia, all persons appointed to the various positions described herein, all equipment, apparatus, materials, and supplies used in the operation, maintenance and administration of the firefighting service, including fire stations.
- m) Fireworks means the fireworks listed in Alberta Fire Code and the Explosives Act (R.S.C. 1985, c. E-17)
- n) Incident means a fire or a situation where a fire or an explosion is or may be imminent, or any other situation presenting a danger or possible danger to life or property and to which Fire Services has responded.
- o) Incinerator means a non-combustible structure or container that has the draft and smoke vents thereof covered with a Regulation Screen which is ventilated in such a manner as to preclude the escape of combustible materials including ash and is used for the purpose of burning burnable debris.
- p) Incinerator Fire means a fire that is confined within an incinerator.
- q) Member means any person who is a duly appointed member of Lesser Slave Regional Fire Service.
- r) Officer in Charge or Incident Commander means the Member who, according to the Fire Services command structure established by the Fire Chief, is in command at an Incident in the absence or other inability of the Fire Chief to perform his duties.
- s) Open Air Fire means any fire which is not an Incinerator Fire, Pit Fire or Public Park Site Fire and, without limiting the generality of the foregoing, includes grass fires, forest, and brush fires, running fires, structure fires, building fires, wood scrap fires, ground thawing fires and Chattel Fires.
- t) Open Air Fire Permit means a permit issued pursuant to s.7 of this bylaw.
- u) Pit Fire means a fire contained within an Acceptable Fire Pit or an Acceptable Fireplace.
- v) Peace Officer means a person referred to in Section 7 (1) of the Peace Officer Act, Statutes of Alberta, 2006, Chapter P-3.5, or any other person appointed as a peace officer under another enactment who is designated by the regulations as a peace officer to whom all or part of this Action and the regulations apply.

w) Portable Appliance means any appliance constructed or used for the purpose of cooking food in the out-of-doors.

x) Prohibited Debris means any material that when burned, will result in the release to the atmosphere of dense smoke, offensive odors or a substance, the release of which is regulated, prohibited or controlled by the Environmental Protection and Enhancement Act, R.S.A. 2000, c.E-12 or regulations there under, and includes but is not limited to:

- i. animal cadavers;
- ii. animal manure;
- iii. chemicals and chemical containers;
- iv. combustible material in automobile bodies;
- v. combustible material in automobiles;
- vi. household refuse;
- vii. non-wooden material;
- viii. paints and painting materials;
- ix. pathological waste;
- x. rubber or plastic, or anything containing or coated with rubber or plastic or similar substances;
- xi. solid waste from sawmills or wood plane mills with an annual production in excess of 6500 cubic meters of lumber, unless an authorized Fire Permit has been approved;
- xii. fires;
- xiii. used oil; or
- xiv. wood or wood products containing substances for the purposes of preserving wood.

y) Public Park Site Fire means a fire on land owned or leased by the Town for recreational purposes that is confined to a non-combustible container supplied by the Town, as approved by the Fire Chief, or a Portable Appliance, which is set for the purpose of cooking food. Such fire may only be fueled with seasoned wood, charcoal, natural gas, or propane.

z) Regulation Screen means a spark arrestor mesh screen with openings no larger than 1.25 cm at their widest dimension and constructed of expanded metal or equivalent non-combustible material.

aa) Running Fire means a fire burning without being under the proper control of any person.

bb) Town means the Town of Slave Lake.

cc) Violation Ticket means a violation ticket under part 2 or part 3 of the Provincial Offences Procedure Act, R.S.A. 2000, c.P-34.

For words not defined in the above noted definitions reference should be made to the Canadian Oxford Dictionary (Second Edition), published by Oxford University Press.

SECTION 3. FIRE SERVICES

3.1 The Council does hereby establish the Lesser Slave Regional Fire Services, for the purpose of:

- a) preventing and extinguishing fires;
- b) investigating the cause, origin and circumstance of fires in accordance with the Quality Management Plan approved by the Safety Codes Council;
- c) preserving life and property and protecting persons and property from injury or destruction by fire;
- d) providing rescue services;
- e) preventing, combating and controlling Incidents;
- f) conducting preventable patrols, pre-fire planning and fire inspections in accordance with the Quality Management Plan approved by the Safety Codes Council;
- g) carrying out agreements made by the Town with other municipalities or persons for the joint use, control and management of fire extinguishing apparatus and equipment;
- h) advising the Council on the purchase of operating apparatus and equipment for extinguishing fires or preserving life and property; and
- i) enforcing the provisions of the Safety Codes Act and its regulations.

SECTION 4. THE FIRE CHIEF

- 4.1 The office of the Fire Chief is hereby created. The Fire Chief shall ultimately be responsible to the Chief Administrative Officer and will be appointed to the position by resolution of Council.
- 4.2 The Fire Chief shall perform such functions and have such powers and responsibilities as this bylaw and the Chief Administrative Officer may from time to time prescribe.
- 4.3 The Fire Chief is hereby authorized to take such action as may be necessary for the development of rules, regulations and policies for the ongoing organization and administration of Fire Services.
- 4.4 The Fire Chief, or designate at an incident:
 - a) is empowered to cause a building, structure or thing to be pulled down,

demolished or otherwise removed if he/she deems it necessary to prevent the spread of fire to other buildings, structures or things;

- b) is empowered to cause Fire Services to enter on any land or premises, including adjacent land or premises, to combat, control or deal with the Incident in whatever manner, he/she deems necessary; and
 - c) may at his/her discretion establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits.
- 4.5 No person shall enter the boundaries or limits of an area prescribed in accordance with Section unless he/she has been authorized to enter by the Fire Chief or designate.
- 4.6 The Fire Chief or designate at an Incident may request Peace Officers to enforce restrictions on persons entering within the boundaries or limits referred to in Section (c).
- 4.7 Upon approval of the Chief Administrative Officer, the Fire Chief may negotiate on behalf of the Town with the Provincial Government of Alberta and other municipalities and persons for the purpose of establishing mutual aid agreements and fire control agreements including renewals and amendments thereof. Any such agreements, renewals or amendments must be approved by the Council.
- 4.8 For the purpose of fire investigations and inspections, the Fire Chief may obtain assistance from other officials of the Town, or direct staff, as deemed necessary, in order to discharge the duties and responsibilities under this Bylaw.
- 4.9 No person at an Incident shall impede, obstruct or hinder a member of Fire Services, or other person assisting or acting under the direction or at the request of the Fire Chief or designate
- 4.10 No person shall willfully damage or destroy Fire Services apparatus or equipment.
- 4.11 No person at an Incident shall drive a vehicle over any equipment without permission of the Fire Chief or designate.
- 4.12 No person shall obstruct a Member from carrying out duties imposed by this by- law.
- 4.13 No person shall falsely represent himself or herself as a Fire Services member or wear or display any Fire Services badge, cap, button, insignia or other paraphernalia for the purpose of such representation.
- 4.14 No person shall 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 firefighting purposes or any connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern or other body of water designated for firefighting purposes.

- 4.15 The Fire Chief or designate at an Incident may request persons who are not Members to assist in extinguishing a fire, removing furniture, goods and merchandise from any building on fire or in danger thereof and in guarding and securing same and in demolishing a building or structure at or near the Incident.
- 4.16 The Fire Chief or designate at an Incident is empowered to commandeer such privately owned equipment as he/she considers necessary to deal with an Incident.

SECTION 5. REQUIREMENT TO REPORT

- 5.1 The owner or authorized agent of the owner of any property damaged by fire shall immediately report to Fire Services particulars of the fire, in a form and to the extent required by the Fire Chief or designate.
- 5.2 The owner or authorized agent of the owner of any property within or upon which an accidental or unplanned release of Dangerous Goods occurs, shall immediately report the release to the proper regulatory authorities and provide the Fire Chief with a copy of such report.

SECTION 6. OPEN-AIR FIRES

- 6.1 No person shall permit an Open-Air Fire upon land owned, occupied or under his or her control within the Town, unless an Open-Air Permit has been obtained, the provisions and conditions of the Open-Air Permit are complied with, and Burnable Debris only is burned.
- 6.2 Any fire permitted or allowed under this bylaw shall be contained to a reasonable size so that the fire, or any embers, sparks or smoke emanating there from do not endanger any person or property or cause any objectionable effect on nearby property.
- 6.3 Notwithstanding Section 6.1 an Open-Air Permit shall not be required under this Bylaw to conduct:
- a) the cooking of food using a Portable Appliance;
 - b) recreational burning or the cooking of food in Acceptable Fire Pits or Acceptable Fireplaces, provided:
 - (i) only clean fuel is used such as natural gas, propane, dry wood or charcoal in amounts which will be contained within the burning area of such pit or fireplace below the Regulation Screen;
 - (ii) the pit or fireplace is not used to burn Prohibited Debris;
 - (iii) a means, acceptable to the Fire Chief, of controlling or extinguishing the fire is available at the site of the fire or within a reasonable distance thereof; and
 - (iv) a responsible, sober adult is present at the site of the fire

when the fire is burning;

- c) burning in fireplaces in or attached to dwellings and constructed in accordance with applicable safety codes;
 - d) burning of a Public Park Site Fire;
 - e) burning in an Incinerator,
 - f) burning by Fire Services for the purpose of training its Members.
- 6.4 If, in the sole opinion of the Fire Chief or Officer in Charge, or a Peace Officer, a fire or fire receptacle does not comply with this Bylaw, the Fire Chief, Officer in Charge or Peace Officer may extinguish or have extinguished the said fire and order the property owner or person responsible for the fire or fire receptacle to relocate the receptacle on the property or remove the receptacle or the burning materials from the property.

SECTION 7. PROCEDURE TO OBTAIN OPEN AIR FIRE PERMIT

- 7.1 Any person wishing to obtain an Open-Air Fire Permit must apply to the Fire Chief or designate during the regular business hours of the Fire Services.
- 7.2 Each application for an Open-Air Fire Permit must contain the following information:
- a) the name and address of the applicant, and the name and address of the owner of the land on which the applicant proposes to set a fire;
 - b) the legal and municipal description of the land on which the applicant proposes to set a fire;
 - c) the period of time for which the fire permit is required;
 - d) the precautions that will be taken by the applicant to ensure that the proposed fire remains under his or her control;
 - e) the signature of the applicant; and (f) the written consent to the proposed fire by the owner of the land (if different than the applicant).
- 7.3 Upon receipt of an application for an Open-Air Fire Permit, the Fire Chief or designate shall consider the application, and may, pursuant to the provisions of this Bylaw and the Alberta Fire Code:
- a) refuse the application if it does not comply with this bylaw and the Alberta Fire Code;
 - b) approve the application with or without conditions, or

- c) determine that a permit is not required.
- 7.4 If a fire pit is not an Acceptable Fire Pit or if a fireplace is not an Acceptable Fireplace the Fire Chief or designate may issue an Open-Air Fire Permit if satisfied that the non- conforming fire pit or fireplace meets appropriate safety standards.
- 7.5 The permit fee shall be as set in the annual budget, as approved by Council and paid upon approval of the application.
- 7.6 An Open-Air Fire Permit shall not be transferable
- 7.7 An Open-Air Fire Permit issued pursuant to this Bylaw is valid for such period of time as shall be determined and set by the Fire Chief or designate and shall have endorsed thereon the period of time for which the permit is valid.
- 7.8 The Fire Chief or designate may extend in writing the period of time that an Open-Air Fire Permit is valid provided such permit has not expired.

SECTION 8. RECOVERY OF COSTS

- 8.1 Where Fire Services has taken any action for which a fee is payable under this Bylaw, such fee shall be paid upon the taking of such action or within a reasonable time thereafter if, in the circumstance, it is impractical to pay or receive the fee at the time such action is taken 9.2 Where Fire Services has extinguished a fire or responded to an Incident within or outside the Town for the purpose of preserving life or property from injury or destruction by such Incident, including any such action taken by Fire Services on a False Alarm, the Fire Chief, may in respect of any costs incurred by Fire Services in taking such action, charge any costs so incurred by Fire Services to any person found to have caused the incident, who:
 - a) Acted intentionally or recklessly causing damage to person or property;
 - b) Acted in a negligent manner, causing damage to person or property by:
 - i) Doing anything; or
 - ii) Omitting to do anything that is that person's duty to do so.
 - c) Or, as determined by the Regional Fire Service, RCMP or Town of Slave Lake Peace Officers.
- 8.2 The schedule of fees and charges by Fire Services for services rendered pursuant to this Bylaw shall be as set in the annual budget, as approved by Council.
- 8.3 In respect of the fees or charges described above:
 - a) the Town may recover such fees or charges as a debt due and owing to the Town; or
 - b) In the case of action taken by Fire Services in respect of land within the Town, where the fees or charges are not paid upon demand by the Town, then in default of payment, such fees or charges may be charged against the land as due and owing in respect of that land.

SECTION 9. OFFENCES AND PENALTIES

- 9.1 The Fire Chief or designate may terminate, suspend or cancel an Open-Air Fire Permit upon contravention of any provision of this Bylaw, the Alberta Fire Code or any terms and conditions included in the permit.
- 9.2 A person, who contravenes any provision of this Bylaw, or any terms or conditions is guilty of an offence and upon a conviction, is liable to a fine of not less than \$500.00 and not more than \$5000.00, plus court costs.
- 9.3 Where a person:
- a) fails to obtain an Open-Air Fire Permit as required under this Bylaw; or
 - b) obtains an Open-Air Fire Permit but fails to follow the provisions of this Bylaw or the conditions included in such Permit; and
 - c) a fire beyond the control of the person or other emergency to which Fire Services responds results wherefrom, then such person shall be liable to pay all costs of all emergency response service incurred by Fire Services calculated in accordance with the current fee schedule, as established in the annual budget, approved by Council, and the Town may recover from such person all such costs as a debt owing to the municipality.
- 9.4 A Peace Officer is hereby authorized and empowered to issue a Violation Ticket to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 9.5 A Violation Ticket shall be served upon the person named therein in accordance with the provisions of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34.
- 9.6 Where a contravention of this Bylaw is of a continuing nature, further Violation Tickets may be issued by a Peace Officer, provided that no more than one Violation Ticket shall be issued for each calendar day that the contravention continues.
- 9.7 Where a Safety Codes Officer in the Fire Discipline, holding a Designation of Powers to the Town of Slave Lake, or a Peace Officer, has reasonable grounds to believe that a person has violated any provision of the Alberta Fire Code, they may commence court proceedings under the Safety Codes Act against such person by filing an Information pursuant to the provisions of the Provincial Offences Procedure act.
- 9.8 Specified penalties for breaches or fees of the provisions of this bylaw are as set in the annual budget, as approved by Council.

- 9.9 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for the mandatory Court appearance of any Person who contravenes any provision of this Bylaw.

SECTION 10. FIRE DEPARTMENT BUILDING ACCESS

- 10.1 A building that incorporates the fire protection equipment, elevator control or door access outlined in 10.2 shall provide a key box constructed, keyed, and located in a manner acceptable to the authority having jurisdiction containing a set or set of keys or devices required to be used in an emergency.
- 10.2 A fire department key box shall be installed and provided with keys and devices in conformance with sentence 10.1 in a building equipped with
- a) a fire alarm system whose control features, including those for emergency voice communication systems, are located behind a locked panel,
 - b) a fire alarm system in which manually operated device require a key or device in order to be reset,
 - c) a fire alarm system in which the electrical circuit breaker is located within a locked panel or room,
 - d) an automatic sprinkler system in which the main control valve is locked in the open position,
 - e) an automatic sprinkler system in which the main control valve is located within a locked room or enclosure,
 - f) firefighting standpipe and water supply connections in a locked room or area,
 - g) a key-operated elevator control feature that will permit exclusive use of elevators by firefighting personnel only,
 - h) a key-operated elevator control feature that will switch selected elevators to operate on emergency power,
 - i) stairway doors that have been locked on the stairway side in conformance with the National Building Code – Alberta Edition (current edition),
 - j) locked access doors to a roof provided for firefighting purposes.
- 10.3 Keys or devices provided in conformance with 10.2 shall be affixed to a key ring or rings and identified with tags indicating their function.
- 10.4 If a fire alarm system or sprinkler system is required to transmit a signal to the fire department in conformance with the National Building Code – Alberta Edition (current edition), a key box shall be installed on the exterior wall of the building in proximity to the principal entrance.

10.5 A key box installed in conformance with 10.4 shall contain an entrance door key with a tag affixed to this key in conformance with 10.3 of this Bylaw.

SEVERABILITY

Each Section of this Bylaw shall be read and construed as being separate and severable from each other Section. Furthermore, should any Section or Part of this Bylaw be found to have been improperly enacted for any reason, then such Section or Part shall be regarded as being severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

EFFECTIVE DATE

1. Bylaw 23-2014 and amendments thereto be hereby rescinded.
2. This Bylaw shall come into force and effect on the ____ of ____, 202_.

Read the FIRST time on _____ of _____, 202_

Read a SECOND time on _____ of _____, 202_

Read a THIRD and FINAL time on _____ of _____, 202_

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule "A" – FIRE SERVICE FEE SCHEDULE

Aerial Ladder	\$800.00/hour
Engine	\$600.00/hour
Water Tender	\$600.00/hour
Rescue Truck	\$600.00/hour
Field Command Unit	\$300.00/hour
Rescue Boat	\$250.00/hour
Engine w/Stand-by Crew (4 FF's)	\$600.00/hour
Safety Codes Officer Stand-by	\$130.00/hour <i>during the hours of 08:00h-17:00h</i>
	\$180.00/hour <i>during the hours of 17:01h-07:59h</i>

FIRE SERVICE RESPONSE TO FIRE ALARMS

FIRST response related to malfunctioning fire safety installation or other safety device during a calendar year.	No Charge
SECOND response related to malfunctioning fire safety installation or other safety device during a calendar year.	\$75.00
THIRD response related to malfunctioning fire safety installation or other safety device during a calendar year.	\$350.00
FOURTH AND SUBSEQUENT response related to malfunctioning fire safety installation or other safety device during a calendar year.	\$675.00

SCHEDULE "B" – FIRE PREVENTION FEE SCHEDULE

OCCUPANCY LOAD POSTINGS:

New Occupancy	\$130.00
Temporary Occupancy Posting	\$130.00
Occupancy Load Certificate Replacement	\$75.00

FIRE CODE INSPECTION:

Annual Fire Code Compliance Inspection	No Charge
1 st Non-Compliance Re-Inspection	\$130.00
2 nd Non-Compliance Re-Inspection	\$230.00
Code Inspection Required for Licensing	\$130.00
Private Home Inspection	No Charge
Construction/Demolition Plans Review	\$130.00

SCHEDULE "C" – PERMITS

PYROTECHNICS:

High Hazard / Level Fireworks	\$100.00/event
Special Effects Pyrotechnics	\$150.00/event
Fire Service Rates During Events	\$130.00/hour
Fire Apparatus Standby for Event	See Schedule "A"

OPEN BURNING:

Residential Fire Pits	No Permit Required
Open Burning for Special Event	\$100.00/event
Construction/Demolition	\$250.00/year

SCHEDULE "D" – ADMINISTRATIVE FUNCTIONS

File Search and Report Production	\$130.00/report <i>up to two (2) hours research and preparation</i>
	PLUS: \$40.00 <i>thereafter, per hour or portion thereafter</i>
Fire Report	\$130.00/report <i>up to two (2) hours of research and preparation</i>
	PLUS: \$40.00 <i>thereafter, per hour or portion thereafter</i>
Digital Photo Production <i>(includes thumb drive)</i>	\$5.00 <i>for first photo</i> \$2.00 <i>for each additional photo, thereafter</i>

REPORT TO COUNCIL



Meeting Date: January 24, 2023
Staff Contact: Alex Pavcek, Fire Chief
Department: Protective Services
Report Type: Request for Decision

Subject: Sawridge Slave Lake Fire Services Agreement

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication



How this Request for Decision meets the Strategic Objective:

Maintaining positive working relationships with our neighbours shows good governance and builds partnerships that benefit the community and our stakeholders.

Purpose:

The purpose of this report is for Council to approve entering into a 5 year Fire Protection Services Agreement with the Sawridge First Nation.

Background:

The Lesser Slave Regional Fire service currently bills per service to the Sawridge First Nation.

Discussion:

In late 2022 The Fire Chief and Chief Administrative Officer worked with Sawridge First Nation to draft an agreement for the purpose of simplifying the fire protection services to the Sawridge First Nation. This agreement saves administration time

on both ends and allows for one annual billing process to take place rather than per service call.

In January 2023 the Sawridge First Nation approved the agreement via Council Resolution, as attached. The final step is to have the Fire Services Bylaw #03-2023 (brought forward today as well) approved and passed by the Town of Slave Lake and approve the Sawridge Slave Lake Fire Services agreement as attached.

Options:

1. Approve the Sawridge Slave Lake Fire Services Agreement between the Town of Slave Lake and the Sawridge First Nation.
2. Table the approval of the agreement for proposed amendments.

Resource Impacts:

The proposed agreement will have no resource impacts as the Lesser Slave Regional Fire Service currently provides Fire Protection Services to the Sawridge First Nation on a per call charged basis.

Relation to strategic planning, mission statement, or vision statement:

Maintaining positive working relationships with our neighbours shows good governance and builds partnerships that benefit the community and our stakeholders.

Recommendation to Council:

Move to approve the agreement Sawridge Slave Lake Fire Services Agreement between the Town of Slave Lake and the Sawridge First Nation as attached.

Motion:

Move to approve the Sawridge Slave Lake Fire Services Agreement between the Town of Slave Lake and the Sawridge First Nation as attached.

Attachments:

[Sawridge Slave Lake Fire Services Agreement 2023 Final](#)
[Fire Services Agreement SFNCR 2023](#)

Joanna Raymond, Executive Assistant

Approved
- 19 Jan
2023

Jeff Simpson, Chief Administrative Officer

Approved
- 19 Jan
2023

FIRE PROTECTION SERVICES AGREEMENT

This agreement made as of the ____ day of January 2023

BETWEEN:

*Town of Slave Lake
10 Main Street SW, Box 1030
Slave Lake, Alberta
T0G 2A0*

(hereinafter called the "Municipality")

AND:

*Sawridge First Nation
806 Caribou Trail NE, Sawridge Indian Reserve 150G
Box 326
Slave Lake, Alberta
T0G 2A0*

(hereinafter call the "First Nation")

(collectively, the "Parties")

WHEREAS:

- A. The First Nation's Band Council has approved this Service Agreement by passing Band Council Resolution 454-32-2022-23 at its meeting held on *January 20, 2023* in accordance with the provisions of the Indian Act, R.S.C. 1985, c. I-5. A certificate of the Band Council Resolution is attached to this Service Agreement as Schedule A.
- B. The Municipal Council has approved this Service Agreement by passing Bylaw #03-2023 at its meeting held on January 24, 2023. A copy of the By-law is attached to this Service Agreement as Schedule "A".
- C. The First Nation is responsible for the administration and control of Sawridge Lands.
- D. The Municipality and the First Nation have reached an agreement whereby the First Nation will pay the Municipality to provide fire protection services to Sawridge Lands.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency which is hereby acknowledged, the PARTIES hereto agree as follows:

1.0 DEFINITIONS

1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

“Agreement” means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

“Annual Fee” has the meaning ascribed in section 4.0.

“Building” means a building, mobile home, or a structure, whether occupied or not.

“Fire Chief” means the person appointed as the Chief of Town of Slave Lake, Lesser Slave Regional Fire Service, and any officer, member or inspector who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf.

“Fire Protection Bylaw” means the Town of Slave Lake Fire Protection Bylaw (currently Town of Slave Lake Bylaw No. 03-2022), as such bylaw may be amended or replaced from time to time.

“Sawridge Infrastructure” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on Sawridge Lands for the provision of access to or from Sawridge Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under Sawridge Lands as necessary for the purpose of providing the Services to Sawridge Lands and Buildings.

“Sawridge Lands” means the Sawridge Indian Reserves 150G and 150H as outlined in *Schedule A – Sawridge First Nation Map* and includes anything within the boundaries of those lands.

“Services” means fire protection services provided by the Municipality on Sawridge Lands and to Buildings on Sawridge Lands. Also provided to all occupants, Guests and users of these lands.

2.0 TERM

- 2.1 Subject to earlier termination under Section 2.2 or Section 7.1 this agreement commences on **January 1, 2023, and** shall continue to **December 31st, 2028**.
- 2.2 This agreement may be terminated with six months' of written notice by either Party.
- 2.3 Unless this agreement has been terminated in accordance with Section 2.2 or 7.1, it shall automatically renew for successive 5 year terms, until terminated in accordance with Section 2.2 or 7.1.

3.0 SERVICES

- 3.1 During the Term, the Municipality will provide fire protection services to the First Nation and the Sawridge Lands in existence as of the commencement date of this Agreement.
- 3.2 On the first day of January during each year of the Term, the First Nation shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all Buildings within Sawridge Lands.
- 3.3 The quality and quantity of the Services to be provided by the Municipality under this Agreement will be the same as the quality and quantity of Services provided to the Municipality.

4.0 PAYMENT FOR SERVICES

- 4.1 As compensation for the provision of fire protection services provided hereunder, the First Nation shall pay the Municipality the Annual Fee of \$25,000.00 (Twenty-Five Thousand Dollars). This payment shall be in lieu of any other payment that might otherwise be imposed on the First Nation under the Fire Protection Bylaw.
- 4.2 On or before January 2nd of each calendar year, the Municipality shall invoice the First Nation for the Annual Fee for the upcoming year.
- 4.3 The First Nation will pay all of the Municipality's invoices within thirty days of issuance.

5.0 COVENANTS OF THE MUNICIPALITY

- 5.1 The Municipality shall provide the Services on Sawridge Lands, including for all buildings, fixtures, vehicles, and persons situated on Sawridge Lands.
- 5.2 The Municipality shall keep the First Nation informed of the location of the designated fire hall and the telephone number to be used.

- 5.3 The Municipality shall keep the First Nation notified as to the identity of the Fire Chief.
- ## **6.0 COVENANTS OF THE FIRST NATION**

- 6.1 The First Nation shall give the Municipality maps and other information required by the Municipality to enable the Municipality to identify the location of all existing streets, water

distribution lines and fire hydrants located on Sawridge Lands on the commencement date of the Agreement.

- 6.2 The First Nation shall give the Municipality a list of all Buildings on Sawridge Lands and their locations. The First Nation shall upon request of the Municipality guide the Fire Chief on an inspection of Sawridge Lands to confirm the location of all Buildings on Sawridge Lands.
- 6.3 The First Nation shall notify the Municipality of:
 - (a) any inspection reports and orders that are issued to the occupants or owners of any Buildings on Sawridge Lands as they occur;
 - (b) any new Buildings which have been constructed, erected, or placed on Sawridge Lands annually, and,
 - (c) immediately notify the Municipality in writing of the malfunctioning of fire hydrants on Sawridge Lands.
- 6.4 The First Nation shall retain in its administration records:
 - (a) copies of all plans of all existing Buildings to the extent the First Nation has these;
 - (b) copies of those plans that have been approved for all purposed Buildings;
 - (c) copies of any plans that have been approved for all additions to existing Buildings.
- 6.5 The First Nation shall, at its sole cost and expense, ensure that publicity is given on Sawridge Lands as to the location of the Municipality's designated fire hall and the telephone number to be used, so that prompt notification can be given of the occurrence of a fire on Sawridge Lands.
- 6.6 The Town of Slave Lake will, on an annual basis, winterize and flow test all fire hydrants on the Sawridge Lands and report any deficiencies to the First Nation. These annual costs will be included in the fees of this agreement. Any major repairs, breaks or replacement will be at the expense of the Sawridge First Nation. .
- 6.7 The First Nation will comply with and take all reasonable steps to ensure compliance by any person on Sawridge Lands with the provisions of the Fire Protection Bylaw that apply to Sawridge Lands, and any amendments thereto or replacements thereof, and all applicable provincial and federal regulations.
- 6.8 The First Nation will indemnify and hold harmless the Municipality from any loss, damage, expense, or cost suffered or incurred as a consequence of any fire at or in Buildings on Sawridge Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the Town of Slave Lake or the failure by the First Nation administration to:
 - (a) maintain fire hydrants and water distribution lines to the standards required by this Agreement;

(b) provide the Municipality with reasonable and sufficient access to Sawridge Lands to deliver the Services;

(c) maintain the information and records required under this Agreement;

6.9 The First Nation designates the Lake Shore Police Service as the investigator for any investigation into any criminal activity related to any fires or other incidents on Sawridge Lands.

7.0 RIGHTS OF ACCESS

7.1 Representatives of the Municipality may at any time enter upon Sawridge Lands for the purpose of providing any of the Services required in accordance with this Agreement as outlined by Section 3 and inspecting the Sawridge Infrastructure and ensuring compliance with the terms of the Agreement.

8.0 TERMINATION FOR BREACH OF AGREEMENT

8.1 Should either party be in breach of its covenants or undertakings under this Service Agreement, other than a failure by the First Nation to pay for Services, which remains unrectified for a period of six months following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

8.2 If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by the First Nation will be refunded.

8.3 On termination or cancellation of this Agreement for any reason, the First Nation will pay to the Municipality any outstanding costs of the agreement prior to the date of termination or cancellation.

9.0 LIABILITY AND FORCE MAJEURE

9.1 The Municipality shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the Fire Protection Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Sawridge Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

10.0 COMMUNICATIONS AND CONTRACT PROTOCOL

10.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this

Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

11.0 DISPUTE RESOLUTION

- 11.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this agreement.
- 11.2 In the event that the parties fail to resolve matters, the parties shall seek a settlement of the conflict by utilizing a third-party mediator, and recourse to the Courts shall be a means of last resort, except where public health or safety is concerned.

12.0 ACKNOWLEDGEMENT OF RIGHTS

- 12.1 Nothing contained in this Agreement will be deemed to limit or affect any Aboriginal rights or claims the First Nation may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties or obligations of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

13.0 HEADINGS

- 13.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

14.0 ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the entire agreement between the parties and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.
- 14.2 This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in the course of negotiations between the parties with respect to Fire Services.

15.0 NOTICE

- 15.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other party of any change of address, shall be as follows:

(a) to Municipality:

***Town of Slave Lake
10 Main Street SW, Box 1030
Slave Lake, Alberta
T0G 2A0***

Attention: CAO Jeff Simpson

(b) to First Nation:

***Sawridge First Nation
806 Caribou Trail NE, Sawridge Indian Reserve 150G
Box 326
Slave Lake, Alberta
T0G 2A0***

Attention: Chief Roland Twinn

- 15.2 The parties may change their address for delivery of any notice or other written communication in accordance with section 15.1.

16.0 SEVERANCE

- 16.1 In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed, and the Agreement read without reference to that provision.
- 16.2 Where any provision of the Agreement has been severed and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

17.0 AMENDMENT

- 17.1 The Agreement shall not be varied or amended except by written agreement of both parties.
- 17.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

18.0 GOVERNING LAWS

18.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of Alberta or Canada, as applicable.

19.0 ASSIGNMENT

19.1 The rights and obligations of the parties may not be assigned or otherwise transferred. An amalgamation by a party does not constitute an assignment.

20.0 ENUREMENT

20.1 The Agreement enures to the benefit and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of the *Sawridge First Nation*

[Position]

[Position]

On behalf of the *Town of Slave Lake*

[Position]

[Position]



Council Chronological no. –
454- 32 - 2022/2023
File Reference no. -

SAWRIDGE FIRST NATION COUNCIL RESOLUTION

			Cash free balance	
From the Council of the Sawridge First Nation			Capital account	
Date of duly convened meeting	January 20, 2023	Province Alberta	Revenue account	

DO HEREBY RESOLVE:

Whereas the Sawridge First Nation and the Town of Slave Lake have negotiated a Fire Protection Services Agreement for the Sawridge First Nation; and

Whereas Indigenous Services Canada has indicated that they will fund the Fire Protection Services Agreement; and

Now therefore it is resolved that the Sawridge First Nation enter into the Fire Protection Services Agreement in the attached form.

THIS RESOLUTION was passed at a duly convened Council meeting held January 20,2023.

Quorum 2

_____ Chief			_____ Councillor			_____ Councillor		
FOR EXTERNAL USE ONLY								
Expenditure	Authority	Source or funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue	Expenditure	Authority	Source of funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue			
Recommending officer _____ Signature			Recommending officer _____ Signature			_____ Date		
Approving officer _____ Signature			Recommending officer _____ Signature			_____ Date		

REPORT TO COUNCIL



Meeting Date: January 24, 2023
Staff Contact: Jeff Simpson, Chief Administrative Officer
Department: Council
Report Type: Request for Decision

Subject: Slave Lake Regional Raw Waterline Agreement

STRATEGIC ALIGNMENT:



**Economic
health**



Livability



**Good
governance**



**Relationships
and
partnerships**



Communication

Purpose:

The purpose of this report is to have Council review and approve the Slave Lake Regional Raw Water Line Agreement between the Town of Slave Lake and the Municipal District of Lesser Slave River (MDLSR #124).

Background:

The Raw Water Line was constructed in 2017 and provides an alternative intake of raw water for the Town of Slave Lake from an access point in Widewater. This line also serves hydrants in the MDLSR #124 and Sawridge First Nation providing fire suppression efforts in the areas within each of their boundaries from the access point in Widewater to the Town.

Discussion:

Over the past several years an agreement for the services of the Raw Water Line has been in a drafted state due to changes in administrations this has been a delayed process. During the 2022 year both MDLSR #124 and TOSL Administration completed the process of drafting an agreement. The agreement was brought to the Inter-Municipal Committee and reviewed on December 14,

2022. It was then brought to the Sawridge First Nation late in December 2022 for their review and input, Administration is still waiting to hear back from Sawridge First Nation. Should there be any requested changes the agreement would need to come back to Council for review and approval again, however, Administration does not foresee any changes being proposed and made the decision to bring to Council in an effort to expediate the process once Sawridge First Nation has responded.

Administration is now bringing the drafted agreement to Council for review and ratification.

Options:

1. Pass a motion entering into the agreement as presented.
2. Table the agreement for changes and direct administration to bring back at a later date.

Resource Impacts:

As the Raw Water Line has been in service for several years the resourcing of personnel for the maintenance and operation of the line has already been agreed upon and no changes have been proposed.

Recommendation to Council:

Move to enter into the Slave Lake Regional Raw Water Line Agreement between the Town of Slave Lake, the Municipal District of Lesser Slave River and the Sawridge First Nation effective January 24, 2023.

Motion:

Move to enter into the Slave Lake Regional Raw Water Line Agreement between the Town of Slave Lake, the Municipal District of Lesser Slave River and the Sawridge First Nation effective January 24, 2023.

Attachments:

[Draft 2 Regional Waterline Agreement 2022 December Modified](#)

Joanna Raymond, Executive Assistant

Jeff Simpson, Chief Administrative Officer

Approved
- 13 Jan
2023
Approved
- 13 Jan
2023

THIS AGREEMENT made this ____ day of _____, 2023.

BETWEEN:

TOWN OF SLAVE LAKE
(hereinafter referred to as the “**Town**”)

and

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124
(hereinafter referred to as the “**MD**”)

and

SAWRIDGE FIRST NATION
(hereinafter referred to as the “**First Nation**”)

SLAVE LAKE REGIONAL RAW WATER LINE AGREEMENT

WHEREAS:

- A.** Pursuant to communal or individual service agreements or other arrangements, the Town provides water services to the MD and the First Nation (hereinafter referred to as the “**Customers**”) and directly or indirectly to the residents of the MD and the residents of the First Nation;
- B.** The Town has constructed a raw water transmission line within the boundaries of the MD and the First Nation’s reserve lands for the purposes of providing a raw water supply to the Town’s water treatment plant, and which transmission line may also provide fire suppression services to the Customers and their residents; and
- C.** The Town and the Customers recognize that proper management and conservation of water resources is an important goal.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements contained within this Agreement, the parties hereby agree as follows:

1. Definitions

In this Agreement, the following words will have the described meaning unless expressly stated otherwise:

- (a)** “**Agreement**” means this Water Supply Agreement including the introduction clauses, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;
- (b)** “**Best Efforts**” means, in relation to the performance of an obligation, efforts that are sensible and practical, and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (c)** “**Customers Hydrants**” means the fire hydrants located within the MD or the First Nation’s reserve lands, and owned by the MD or the First Nation, respectively, pursuant to this Agreement;
- (d)** “**Force Majeure**” means any cause not reasonably within the relevant party’s control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;

- (e) **“Interest”** means the amount calculated on a sum owing under this Agreement, being 2% per month (equivalent to 24% annually), calculated from and including the date upon which the sum became due and owing, to but excluding the date of unconditional payment;
- (f) **“Points of Delivery”** means the points of connection to the Regional Water Line by each of the Customers’ Hydrants; this point of connection is defined as the discharge side of the hydrants isolation valve.
- (g) **“Regional Water Line”** means the Slave Lake Regional Raw Water Line, together with all raw water intake, booster station/pump house, metering facilities, pumps, and associated piping, connections, equipment and works owned and/or operated by the Town extending up to but excluding the Points of Delivery, as more particularly shown within **Schedule “A”**;
- (h) **“Term”** means the term of this Agreement being a period of **FIVE (5) YEARS** commencing on the date hereof and expiring on _____, 2028, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof;
- (i) **“Watermain”** means a Water pipeline under pressure used to supply or deliver Water.

2. Conditions

This Agreement and the obligations of the Town to supply Water is at all times specifically subject to and conditional upon the following:

- (a) the receipt of funding for the Regional Water Line consisting of:
 - (i) a grant payable to the Town for the first \$_____ of the costs of the Regional Water Line; and
 - (ii) Town funding for the balance of \$_____;
- (b) the completion of the design, construction and funding of the Regional Water Line, as well as any additions to the Regional Water Line by the Town, required in order to deliver Water to the Customers Hydrants;
- (c) the completion of the design, construction and funding of the Customers Hydrants, required in order to deliver Water to the Customers Hydrants; and
- (d) the payment or performance of the Customers’ obligations under this Agreement (by the Customers, or the for and on behalf of the Customers) as and when required under this Agreement including, without restriction, the completion and acceptance of the Customers’ responsibilities contemplated within Section 4 and 8 of this Agreement.

3. Supply and Service

During the Term and pursuant to the provisions contained in this Agreement:

- (a) the Town will use Best Efforts to:
 - (i) make Water available to the Customers at the Points of Delivery in the manner, at the rate of delivery, in compliance with all applicable permits, approvals, orders, directives, codes or other regulatory requirements;
 - (ii) make the Water available to the Customers at the Points of Delivery in substantially the same quality as the Town received the same; and
 - (iii) avoid situations where it is unable to supply the Customers the quantity of the Water specified within this Agreement;

- (b) the costs associated with capital cost, operation and maintenance of, and provision of services through, the Regional Water Line shall be recovered by the Town through the rates and payable for service charges and volume usage provided by the Town (which costs shall be equally attributable to the Town and its residents and the Customers and their respective residents).
- (c) each party will furnish to the other party such information in its possession or control reasonably required for the proper performance of the respective obligations of the party and shall provide such cooperation as is reasonable in order for the other party to be able to perform its obligations under this Agreement;
- (d) the Customers and the Town are individually responsible for obtaining, at their sole expense, all necessary consents, permits, approvals or orders from any level of government, board, tribunal or other regulatory authority which is or are required in order for each of them to enter into this Agreement or to perform and satisfy their respective obligations described herein. The Customers and the Town will cooperate with each other and will provide reasonable assistance to each other, when requested;

subject always to the Town's service policies and/or bylaws.

4. Customers Operations

During the Term and pursuant to the provisions contained in this Agreement:

- (a) in respect of the services provided by the Customers and the operation and maintenance of the Customers Hydrants, the Customers shall be responsible for:
 - (i) all operational compliances respecting the services and all connections to the Regional Water Line by the Customers including, without restriction, any and all testing and treatment of Water supplied through the Customers Hydrants, and compliance with any and all permits, approvals, orders, directives, codes or other regulatory requirements respecting the conveyance and delivery of Water as they relate to the Customers Hydrants;
 - (ii) Providing funding to cover all costs associated with operations, maintenance, and repairs of Customers Hydrant. This excludes routine operations and maintenance of the hydrants; I.E. pressure testing, flow testing, and winterizing.
 - (iii) indemnifying and saving the Town harmless from and against any and all claims, liabilities and damages resulting from the operation of the Customers Hydrants (including, without restriction, such claims, liabilities or damages resulting from or relating to any of the foregoing) in accordance with Section 10 of this Agreement; and
- (b) the Customers and the Town specifically agree that in the event of a Force Majeure, the Customers will be entitled (unless otherwise physically prevented due to the Force Majeure or impacts thereof) to receive a proportionate share of supply of available Water in the same manner as all customers/connections to the Regional Water Line.

5. Joint Additional Capacity and Planning

The potential for capital expansions, upgrades, or other modifications to the Regional Water Line or the Town's operations on any shared cost basis (whether to accommodate existing services or to expand the service areas and/or capacities of the Customers, the Town or both), will be:

- (a) proposed and presented by the parties on a timely basis so as to be considered and, if agreed upon, implemented in time to provide capacity requirements as and when required; and
- (b) considered by the parties and negotiated in good faith with a view to providing a mutually agreeable solution for the provision of service on a long term basis for the benefit of all parties.

The Customers and the Town shall meet as soon as reasonably possible after the receipt of request, or notice of the need to meet, and discuss the accommodation of additional capacity.

6. Renewal

Upon the expiration of the Term this Agreement shall be automatically renewed for an additional term of **five (5) years** upon and subject to the same terms and conditions contained within this Agreement, subject always to the following:

- (a) the costs of the service shall be subject to the determination and discretion of the Town's Council with the costs distributed as in 3(b) above;
- (b) either party may provide written notice not less than **Ninety (90) days** prior to the expiration of the Term or renewal Term, as the case may be, of its intention not to renew this Agreement, in which event this Agreement will end upon the expiration of the then Term or renewal Term.

In the event of the expiration of this Agreement without renewal as contemplated above, the parties may enter into such new, other or alternative agreement(s) in their respective discretions, respecting the supply of Water to the Customers.

7. Town Ownership, Supply & Access:

- (a) The Town owns all Watermains, metering facilities, associated piping and connections up to the Points of Delivery, comprising the Regional Water Line, and any other water intake, flow restriction, control and/or pump facilities located prior to the Points of Delivery.
- (b) The Customers shall at all times, and at no cost to the Town, provide the Town (or, in the event of any required third party or other consent, approval or agreement, ensure that the Town is provided) with unrestricted access to the above-noted equipment and all other property of the Town located on the Customers property (including, without restriction, MD road allowances and the First Nation reserve lands) from time to time for the purposes of allowing the Town to perform all of its obligations or exercise its rights hereunder.

8. Customers Ownership, Maintenance & Access:

- (a) Unless otherwise agreed to by the Town and the Customers, the Town shall be responsible for completion of the design and construction of additional customer hydrants and/or points of delivery and the Customer will be responsible for the funding of any additional hydrants or points of delivery as at the date of execution of this agreement.
- (b) Unless otherwise agreed to by the Town and the Customers, either individually or collectively:
 - (i) the MD owns the Customers' Hydrants located within the MD; and
 - (ii) the First Nation's owns the Customers' Hydrants located within the First Nation's reserve lands.
- (c) The Town shall be responsible for the operations, repairs, and maintenance of the respective Customers Hydrants at the Customers expense. The Customers shall not operate any hydrants without written permission from the Town unless in an emergency situation. Hydrant draining and winterizing will be conducted by the Town personnel after use.
- (d) The Customers shall at all times, and at no cost to the Town, provide the Town (or, in the event of any required third party or other consent, approval or agreement, ensure that the Town is provided) with unrestricted access to the above-noted equipment and all other property of the Customers and/or Town property (including, without restriction, MD road allowances and the First Nation reserve lands) from time to time for the purposes of allowing the Town to perform all of its obligations or exercise its rights hereunder.

- (e) Unless otherwise agreed to, any additional Customers Hydrants and/or Points of Delivery will be constructed by the Town and at the respective Customers' expense.

9. Repairs, Maintenance and Replacements

- (a) The Town may interrupt or curtail Water service for periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to its Water supply system providing service under this Agreement provided that
 - (i) the Town has given the other party at least forty-eight (48) hours prior notice, or in the event of unforeseen circumstances, such party gives notice of such interruption or curtailment as soon as is reasonably possible; and
 - (ii) the Town acts reasonably in using Best Efforts to restore services as soon as reasonably possible;
- (b) Each party will use Best Efforts to coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding paragraph with the other party so as to minimize to the extent reasonable the inconvenience to each party arising from such interruptions and curtailments.
- (c) During periods of interruption or curtailment provided for in Section 9(a), above, the Town may reduce the level, quality or quantity of service provided to the Customers under this Agreement, provided that the supplying party shall treat all of its Customers affected by the interruption or curtailment, fairly, equitably and without preference, consistent with any physical and/or operating constraints then in effect. Each party shall use Best Efforts to keep each other apprised of and up-to-date in respect of the relevant circumstances during each interruption or curtailment.

10. Force Majeure

- (a) Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- (b) Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- (c) During the period of Force Majeure, the Town may impose reasonable restrictions on the delivery of Water, provided that the Town shall treat all of its customers affected by the Force Majeure, including the Customers, fairly, equitably and without preference, consistent with any operating constraints then in effect;
- (d) The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section.

11. Liability, Damages and Mutual Indemnity

- (a) Unless the cause is proven to be due directly to the negligence of either party, their employees or agents, the parties will have no liability to each other whatsoever for any damage, loss, cost or expense resulting from, arising out of or associated with:
 - (i) a break of any Watermain, service pipe or collapse of any ditch or trench;

- (ii) the interference or suspension of the supply of Water due to maintenance work to, repair work to or replacement work for either party's Water system or an emergency situation regarding any part of either of the party's Water system; and
- (iii) any accident to or failure of any part of either party's Water system;
- (b) Notwithstanding any other provision of this Agreement, neither the Town nor the Customers will be liable to the other for:
 - (i) any losses or costs arising from third party claims or causes of action, including claims or causes of action of the other's customers; or
 - (ii) any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages;
- (c) Each party (the "indemnifying party") agrees to indemnify and save harmless the other parties (the "indemnified parties"), its agents and employees from and against any and all damage, injury, loss, costs, causes of action, including legal costs on solicitor and own client full indemnity basis, and claims suffered or incurred by the indemnified parties, their respective agents or employees, in each case to the extent caused by:
 - (i) the indemnifying party's the performance or non-performance of this Agreement; or
 - (ii) any act or failure to act of the indemnifying party, its agents and employees, in respect of which indemnifying party, its agents or employees are liable or otherwise responsible in law,

provided that such indemnity shall be limited to an amount in proportion to which the indemnifying parties, their respective agents and employees are at fault or otherwise held responsible in law.

12. Mediation and Remedies

- (a) If a dispute arises between the one or more of the Customers and the Town regarding the interpretation of this Agreement or any part of it, or the parties are unable to come to an agreement where contemplated or required under this Agreement, then the dispute must be submitted to mediation before either party may take any additional action or step or pursue any available remedy other than to preserve the right to pursue such remedy. The dispute resolution process is described in greater detail in the attached **Schedule "B"**.
- (b) Notwithstanding the mediation process, the parties will continue to perform their obligations described in this Agreement (except to the extent the performance is rendered unreasonable as a result of the pending or ongoing mediation) until such time as the mediation process is complete; and
- (c) Subject to Section 9 and 10, if a party fails to perform its obligations hereunder, then the other party will have all available legal and equitable remedies.

13. Performance by Either Party

Without restricting the provisions of Section 3 of this Agreement respecting payment and suspension of service, a party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "Event of Default", the party in default to be referred to as the "Defaulting Party" and the party not in default to be referred to as the "Non-defaulting Parties"):

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default");
- (b) a party fails to perform any of its obligations under Section 3, 4, 7 and 8 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall include a failure to perform or satisfy a condition contained within Section 2, but

not include obligations resulting in a Payment Default if not performed) (each such event being a “Performance Default”); or

- (c) a party experiences any of the following events (an “Insolvency Default”):
 - (i) the party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief;
 - (iii) the party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver/receiver manager is appointed with regard to the party or to any material part of the party’s property;
 - (v) a court adjudges the party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the party; or
 - (vi) if the corporate existence of the party is otherwise terminated.

14. Notice of Default

- (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the “Notice of Default”). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default;
 - (ii) have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Payment Default;
 - (iii) subject to Sections 14(b)(iv) and 14(c), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default; or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period (if any) referred to in Section 14(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

15. Remedies

Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Section 14(c), subject to Section 10 of this Agreement the Non-defaulting Parties shall have the following rights and remedies:

- (a) in the case of a Payment Default, to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Parties has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount; and/or

- (b) in the case of a Performance Default, the Non-defaulting Parties may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) in the case of any Event of Default, the Non-defaulting Parties may:
 - (i) suspend performance of its obligations under this Agreement, including the right to suspend supply of Water or any payment owing pursuant to this Agreement; and/or
 - (ii) set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Parties in accordance with this Agreement; and/or
 - (iii) maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
 - (iv) terminate this Agreement.

16. Remedies Cumulative

A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 15 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

17. General

- (a) Notices - Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
 - (i) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in this subsection (a) below; or
 - (ii) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (A) upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
 - (B) at the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or
 - (iii) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

except as herein otherwise provided.

- (b) Address for Notice - Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

(i) if to the Town: Town of Slave Lake
PO Box 1030
10 Main Street SW
Slave Lake, Alberta
T0G 2A0
Attention: Chief Administrative Officer
Telephone No.: 780-849-8000

(ii) if to the MD: _____
_____, Alberta
Attention: Chief Administrative Officer
Telephone No.: 780-____-____
Fax No.: 780-____-____

(iii) if to the First Nation: _____
_____, Alberta
Attention: Chief and Council
Telephone No.: 780-____-____
Fax No.: 780-____-____

or to such other address as each party may from time to time direct in writing.

- (c) Governing Law - This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

- (d) Time of Essence - Time shall be of the essence of this Agreement.

- (e) Preamble and Schedules - The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Regional Water Line, Customers Hydrants & Points of Delivery
Schedule "B" - Dispute Resolution Process

- (f) Headings - The headings, captions, section numbers, subsection numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

- (g) Relationship between Parties - Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

- (h) No Authority - Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

- (i) Agreement Entire Relationship - This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
- (j) Further Assurances - Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- (k) Amendments - This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- (l) Waiver - No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- (m) Counterparts - This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.
- (n) Statutory Reference - Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- (o) Unenforceability - If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- (p) Survival - The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.
- (q) Responsibilities - Responsibilities of the Customers under this Agreement are several and separate, and each of the MD and the First Nation shall not be responsible for the actions or opinions of the other party. Without limiting the foregoing, the MD shall only be responsible for the performance of responsibilities respecting Customers Hydrants located within the MD, and the First Nation shall only be responsible for the performance of responsibilities respecting Customers Hydrants located within the First Nation's reserve lands.
- (r) Payment of Monies - The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.
- (s) GST Exclusive - All amounts payable by one party to the other hereunder will be exclusive of any goods and services tax ("GST") and the party providing payment will, in addition the amounts payable hereunder, pay to the other party all amounts of GST applicable thereon.

- (t) Singular, Plural and Gender - Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement 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.
- (u) Binding Effect - This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- (v) Assignment - Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party which consent may be not be arbitrarily withheld.
- (w) Requests for Consent - Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties hereunto have hereunto executed this Agreement all effective as of the date and year first set forth above, notwithstanding the actual date or dates of execution hereof.

TOWN OF SLAVE LAKE

Per: _____

Per: _____

**MUNICIPAL DISTRICT OF LESSER SLAVE
RIVER NO. 124**

Per: _____

Per: _____

SAWRIDGE FIRST NATION

Per: _____

Per: _____

SCHEDULE "A"

REGIONAL WATER LINE, CUSTOMERS HYDRANTS & POINTS OF DELIVERY

DRAFT

SLAVE LAKE REGIONAL WATER LINE

TRANSMISSION LINE



SCHEDULE "B"

DISPUTE RESOLUTION PROCESS

The Customers and the Town acknowledge that in any business relationship a difference of opinion or interpretation or a divergence of interest may arise. The Customers and the Town are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner. Therefore, the Customers and the Town agree that:

1. They will attempt to resolve any dispute through direct negotiations; and
2. Failing successful negotiation they will resort to mediation as follows:
 - (a) Either party may by written notice to the other request the selection of a mediator whose qualifications are appropriate for the dispute to be mediated (the Mediator);
 - (b) Within 7 days of his or her selection, the Mediator will designate a time for a meeting among the Mediator and a representative of each of the Customers and the Town. Each representative must have authority to agree to a resolution of the dispute;
 - (c) For a 45 day period of time from the written notice requesting the selection of a mediator, neither the Customers or the Town will take any action or step or pursue any available remedy other than to use its Best Efforts to participate in the mediation process;
 - (d) The cost and expense of the Mediator and the mediation process will be paid for equally by the Customers and the Town;
 - (e) The mediation process, including all discussions, proposals and written materials made or prepared, will be strictly confidential and cannot be used or referred to in any subsequent action, step or proceedings;
 - (f) The Mediator cannot be called by either party as a witness in any subsequent action, step or proceedings;
 - (g) After the expiry of the forty-five (45) day period referred to in 2(c) hereof, either party may pursue such remedies that it determines necessary, in its sole discretion.
3. In the event that a Mediator is not agreed upon and appointed by the parties, or in the event that the Mediator is unable to resolve the dispute or disagreement as contemplated above, either party may refer the matter to be resolved by:
 - (a) **Arbitration** – review and decision by an arbitrator, in respect of any disputes or disagreement that falls outside the jurisdiction or authorities of the Alberta Utilities Commission;

in each case by delivering written notice to the other party to that effect. Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the parties, and his/her decision shall be final and binding. In the event that the parties shall fail to agree on an arbitrator within 7 days of either parties' arbitration notice pursuant to the above, then an arbitrator shall be selected in accordance with the practice and procedures of the Alberta Arbitration and Mediation Society. Failing the selection of the arbitrator within 14 days of either parties' arbitration notice above, the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended or replaced from time to time, shall apply and an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.



INSPIRE LEAD ACHIEVE

Box 870, High Prairie AB, T0G 1E0 | (780) 523-3337

January 10, 2023

Mr. Tyler Warman, Mayor
Town of Slave Lake
P.O. Box 1030
Slave Lake, AB T0G 2A0

Dear Mr. Warman,

At a Planning and Priorities meeting of the High Prairie School Division's Board of Trustees last week, we discussed our attendance at the Alberta Rural Education Symposium (ARES) on March 5-7, 2023, in Edmonton. On behalf of the Board, I would like to extend an invitation to yourself and any of your council to attend this symposium with us.

This symposium is one that encourages attendees from rural communities to come together and engage in conversations focused on positively impacting the experience of rural Albertans. It is a chance to hear ideas, discuss experiences and develop strategies that will support the growth of vibrant communities in rural Alberta. Schools and school jurisdictions are an integral part of the rural landscape. We also know that we need to work in partnership with our local communities and local municipalities to promote all that rural Alberta has to offer.

The theme of ARES 2023 is, **"Three R's of Rural Education - Resilience, Reconciliation and Rejoicing."** *The previous two years have been especially challenging for schools and families. As government and schools work to support students' recovery from learning loss, it's important for all of us to focus as well on well-being and resilience. Simultaneously, we continue our ongoing efforts to foster reconciliation with First Nations partners. Lastly, we celebrate what's right about rural education.* – ARES Website

The symposium's program includes a Minister's Panel and several renowned presenters such as Dr. Michael Unger who is an expert in resilience. For a full list of presenters and to register (early bird: January 27) for this event, please see the ARES website (albertaruraleducation.ca).

By coming together for this valuable learning opportunity, we can collectively strategize to provide the best opportunities for our stakeholders. We hope you can join us for this world-class symposium.

Yours truly,

P.P. Schaefer

Joy McGregor
Chair

hpsd.ca



THREE R'S OF RURAL EDUCATION:
Resilience, Reconciliation, and Rejoicing.
albertaruraleducation.ca

Subject to revisions

Alberta Rural Education Symposium

Fantasyland Hotel, Edmonton AB

Sunday, March 05, 2023

5:00 pm - 6:30 pm	Registration
6:30 pm - 7:00 pm	Opening Address
7:00 pm - 8:30 pm	Ministers' Panel - hosted by Dr. Scott Morrison
8:30 pm - 10:00 pm	Reception with MLAs - No Host Bar

Monday, March 06, 2023

7:45 am - 8:30 am	Breakfast and Registration
8:30 am - 8:45 am	Opening Address
8:45 am - 10:00 am	Schools That Build Resilience - Dr. Michael Unger
10:00 am - 10:30 am	Coffee and Networking
10:30 am - 12:00 pm	Schools That Build Resilience - continued
12:00 pm - 1:00 pm	Lunch
1:00 pm - 1:30 pm	School Presentation
1:30 pm - 3:15 pm	Schools That Build Resilience - conclusion
3:15 pm - 3:30 pm	Coffee and Networking
3:30 pm - 4:15 pm	Laugh Again – 5 Secrets to Sanity, Success, and Significance - Phil Callaway

Tuesday, March 07, 2023

7:45 am - 8:30 am	Breakfast
8:30 am - 8:45 am	Opening Comments
8:45 am - 10:00 am	Fostering Meaningful Schooling Engagement Among Indigenous Families - Dr. Emily Milne
10:00 am - 10:15 am	Coffee and Networking
10:15 am - 10:45 am	School Presentation
10:45 am - 11:45 am	What Can Rural Resilience Look Like in Alberta? - Dr. Clark Banack
11:45 am - 12:00 pm	Closing Address

