REGULAR MEETING AGENDA SUMMER VILLAGE OF BIRCHCLIFF JANUARY 21, 2021 @ 9:00 A.M.

- A. CALL TO ORDER
- B. AGENDA additions/deletions
 - adoption
- C. ADOPTION OF MINUTES Regular Meeting Minutes, December 17, 2020
- D. INFORMATION ITEMS
 - 1) Accounts Payable Report
 - 2) Development Update
 - 3) Emergency Services Dispatch Support
 - 4) Subdivision Authority

E. REQUESTS FOR DECISION

- 1) Finance & Administration
 - a) Lacombe County Grant Funding
- 2) Council & Legislation
 - a) 2021 Elections
 - b) Intermunicipal Development Plan
 - c) IT Upgrade
 - d) Community Pier Policy
 - e) Gated Community Policy
 - f) Use of Reserve, Parks & Pathways Bylaw
- 3) Public Works
 - a) Bench Policy
 - b) Snow Removal Policy
- 4) Planning & Development
 - a) Superior Safety Coded Contract Renewal
 - b) Tree Trimming Request

F. REPORTS

1) Council Reports

- a) Mayor Dufresne
- b) Deputy Mayor Zacharias
- c) Councillor Tirpak

2) Committee Reports

- a) Julie Maplethorpe, Summer Village of Jarvis Bay
 - Sylvan Lake Library Board

3) Correspondence

a) Parkland Regional Library Board

4) Upcoming Meetings

a) Next Council Meeting - February 18, 2021

G. ADJOURNMENT

Summer Village of Birchcliff Regular Meeting Minutes December 17, 2020

Minutes of a Regular Council Meeting of the Summer Village of Birchcliff, Province of Alberta, held December 17, 2020 in the Summer Village Administration Office at Sylvan Lake, Alberta.

IN ATTENDANCE Mayor: Roger Dufresne via Zoom

Deputy Mayor:
Councillor:
CAO:
Public Works Coordinator:
Junior Development Officer:
Ann Zacharias via Zoom
Frank Tirpak via Zoom
Chris Loov via Zoom
Kara Kashuba

Recording Secretary: Teri Musseau
Gallery: Rita Johnson

CALL TO ORDER The Meeting was called to order at 9:02 a.m. by Mayor Dufresne.

AGENDA APPROVAL

BCC-20-178 MOVED by Deputy Mayor Zacharias that the agenda be adopted as amended:

D.2. Garbage CollectionD.3. Mayor's Update

CARRIED

CONFIRMATION OF MINUTES

BCC-20-179 MOVED by Councillor Tirpak that the minutes of the regular meeting of Council

held on November 17, 2020, be approved as presented.

CARRIED

BCC-20-180 MOVED by Mayor Dufresne that the minutes of the special meeting of Council

held on November 21, 2020, be approved as presented.

CARRIED

REQUEST FOR DECISION

FINANCE & ADMINISTRATION

2021 Budget

BCC-20-181 MOVED by Deputy Mayor Zacharias that Council approve the 2021 – 2024 Budget

as amended.

CARRIED

Garbage Removal

BCC-20-182 MOVED by Councillor Tirpak that Council have additional garbage pick-ups after

each long weekend.

CARRIED

Mayor Update

BCC-20-183 MOVED by Deputy Mayor Zacharias that Council accept the Mayor's Update as

information:

Building Update (new and current)

Joint Services Committee Meeting

Sylvan Lake Regional Water/Wastewater Committee

• Sylvan Lake Management Committee

Mayor's Caucus

• IDP Steering Committee

Access agreement with resident

CARRIED

Summer Village of Birchcliff Regular Meeting Minutes December 17, 2020

NEXT MEETING	
BCC-20-184	Moved by Mayor Dufresne that the next meeting of Council be held on January 21, 2021, at 9:00 a.m.
ADJOURNMENT	
BCC-20-185	Moved by Mayor Dufresne that being the agenda matters have been concluded, the meeting adjourned at 10:26 a.m.
	MAYOR DUFRESNE, MAYOR
	TANNER EVANS, CAO

Administration and Finance

Council Date: January 21, 2021

Information Item

Agenda Item: Accounts Payable Update

Background:

Total payables processed and presented to Council \$ 488,701.80 The following list identifies any payments over \$3,000:

1.	Pidherney's	\$ 9,902.03
	a. 2020 Sewer Force Main Flushing	
2.	SL Regional Wastewater Comm	\$ 6,889.37
	a. Wastewater Services October 2020	
3.	Tar-ific Construction Ltd	\$ 182,403.54
	a. Birchcliff Trail Construction	
4.	ACP Applied Products	\$ 15,547.56
	a. Guardrail-Project Drainage	
5.	SL Regional Wastewater Comm	\$ 6,889.37
	a. Wastewater Services November 2020	
6.	Accelerated Surveys Ltd	\$ 3,456.24
	a. New Culvert Surveys	
7.	Al's Bobcat & Trucking	\$ 62,593.96
	 a. Drainage Project and Sanding 	
8.	Summer Village of Norglenwold	\$ 29,404.60
	a. Safety Fence and Peace Officer	
9.	WSP Canada Inc	\$ 3,374.75
	a. BC Trail Construction	
10). Summer Village of Norglenwold	\$ 27,463.75
	a. November 2020 Shared Costs	
	b. RMA(Signs)TSL(Weigh Scale) & Metri	
11	. Al's Bobcat & Trucking	\$ 8,326.50
	a. Sanding-Nov 19 to Dec 31st	
12	AB School Foundation Fund	\$ 117,465.64
	a. ASFF School Fund-December	

Administrative Recommendations:

Council to accept as information.

Authorities:

MGA 207 (c): The chief administrative officer advised and informs the council on the operations and affairs of the municipality.

Report Date 2021-01-14 11:13 AM

Summer Village of Birchcliff List of Accounts for Approval As of 2021-01-14

Batch: 2020-00101 to 2021-00003

Page 1

Bank Code: MAIN - General Bank Computer Cheques: Sylvan Lake Christmas Bureau DONATION2020 2020 Donation 1,475.00	unt Payment Amount
859 2020-11-19 Sylvan Lake Christmas Bureau B60 2020-11-30 Appollo Landscaping Ltd 1,475.0 861 2020-11-30 Brownlee LLP 506133 Legal Advice for Encroachment 2,056.0 862 2020-11-30 Pidherney's 126506 2020 Sewer Force Main Flushing 9,902.0 863 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.0 864 2020-11-30 SL Regional Wastewater Comm	
DONATION2020 2020 Donation 1,475.00	
DONATION2020 2020 Donation 1,475.00	
1120-1665 Birchcliff Pathways Clearing 2,310.0 2020-11-30 Brownlee LLP 506133 Legal Advice for Encroachment 2,056.6 2020-11-30 Pidherney's 126506 2020 Sewer Force Main Flushing 9,902.6 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.6 2020-11-30 SL Regional Wastewater Comm	00 1,475.00
861 2020-11-30 Brownlee LLP 506133 Legal Advice for Encroachment 2,056.6 862 2020-11-30 Pidherney's 126506 2020 Sewer Force Main Flushing 9,902.6 863 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.6 864 2020-11-30 SL Regional Wastewater Comm	
506133 Legal Advice for Encroachment 2,056.0 862 2020-11-30 Pidherney's 126506 2020 Sewer Force Main Flushing 9,902.0 863 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.0 864 2020-11-30 SL Regional Wastewater Comm	00 2,310.00
863 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.6 864 2020-11-30 SL Regional Wastewater Comm	69 2,056.69
863 2020-11-30 Q & Q Fencing 35975 Removed 40' Chain Link Fence 1,104.6	03 9,902.03
35975 Removed 40' Chain Link Fence 1,104.6 864 2020-11-30 SL Regional Wastewater Comm	
	1,104.60
1386 Wasterwater Services-Oct 2020 6 889 :	
50-0-0-001 (00-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	37 6,889.37
865 2020-11-30 Tar-ific Construction Ltd	
057325 Birchcliff Trail Construction 182,403.5	54 182,403.54
866 2020-12-08 ACP Applied Products 2081067 Guardrail-Project Drainage 15,547.8	56 15,547.56
867 2020-12-08 Brownlee LLP 507889 Encroachment on Environmental 354.3	38 354.38
868 2020-12-08 Federation of Canadian	
26018-K7P8W9 membersip 108.3	22 108.22
869 2020-12-18 SL Regional Wastewater Comm	
1395 Wastewater Services-Nov 2020 6,889.3	37 6,889.37
870 2020-12-18 Triangle Construction Inc	
1366 Removal of Poplar Trees 1,307.	25 1,307.25
871 2020-12-21 Marty Vellner	•
1312 Completions Deposit Refund 1,000.	00 1,000.00
872 2021-01-14 Ace Line Locating Ltd.	Section Constitution Constituti
4724 Oct to Dec 2020 Line Locating 792.	75 792.75
EFT:	
153 2020-11-30 Accelerated Surveys Ltd	
294-20 Marked walkway boundaries 972.3	
295-20 Re-ditching/New Culvert Survey 2,483.5	99 3,456.24
154 2020-11-30 Alberta One Call Corporation IN63264 Notifications 18.9	90 18.90
155 2020-11-30 Al's Bobcat & Trucking	
M17547 Drainage Project 48,813.	73
17563 Manhole Frame and Cover 1,027.9	
M17559 Drainage Project 5,244.	
M17564 Drainage Project 5,244.	76
17603 Sanding-Nov 8,9,10 & 11th 2,262.	75 62,593.96

Report Date 2021-01-14 11:13 AM

Summer Village of Birchcliff List of Accounts for Approval As of 2021-01-14

Page 2

Batch: 2020-00101 to 2021-00003

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
156	2020-11-30	Empringham Disp	2 - 2		
80		19001	Weekly Collection-October	819.00	819.00
157	2020-11-30		The second secon		
		1582	Removal & Winter Store of Buoy	1,842.75	1,842.75
158	2020-11-30				
		2020-00181	Safety Fence and Peace Officer	29,404.60	29,404.60
159	2020-11-30				
		0960927	BC Trail Construction	3,374.75	3,374.75
160	2020-12-04		300 A 2 CONTROL OF THE CONTROL OF TH		
		2020-00185	Nov 2020 Monthly Shared Costs	17,482.61	17,482.61
161	2020-12-08	Alberta One Call (
		IN163949	Notifications	3.15	3.15
162	2020-12-21	, ,	4-5		
		20061	Bi Weekly Collection	409.50	409.50
163	2020-12-21	Rugged West Mai			
		1160	Installation of Snow Fence	777.50	777.50
164	2020-12-21	Summer Villages	of Norglenwold		
		2020-00190	RMA,Town of Sylvan, Metrix	9,981.14	9,981.14
165	2021-01-12	Alberta One Call (10		
		IN164589	Notifications	6.30	6.30
166	2021-01-12	Al's Bobcat & Tru	cking		
		17648	Sanding-Nov 19 to Nov 30	2,688.00	
		17677	Sanding-Dec 9 to 14th	1,296.75	
		17716	Sand/Plow Dec 16 to 31st	4,341.75	8,326.50
167	2021-01-12				
		20146	Bi Weekly Collection	598.50	598.50
Other:					
2600-Man	2020-12-20	Alberta School Fo	oundation Fund		
		10533	School Funding	117,465.64	117,465.64
				Total for MAIN:	488,701.80

Mayor	Administrator	

Certified Correct This January 14, 2021

January 21, 2020

Planning and Development

Information Item

Agenda Item: Development Update

Background:

<u>Development Permit Update:</u>

Currently there are 54 development permits issued in the Summer Villages (21 in Birchcliff, 2 in Half Moon Bay, 7 in Jarvis Bay, 14 in Norglenwold, and 10 in Sunbreaker Cove).

Current Developments:

1	١.	13 Sunnyside Cabin	Cabin Renovation	Issued in 2016
		(Deck must be completed by	April 15 th , 2021)	
2	2.	110 Birchcliff Road	Attached Garage	Issued in 2018
3	3.	145 Birchcliff Road	Demo & Dwelling	Issued in 2018
4	1.	381 Birchcliff Road	Demo & Dwelling	Issued in 2018
5	5.	570 Birch Way	Dwelling	Issued in 2018
6	ó.	41 Birchcliff Road	Sport Court	Issued in 2019
7	7.	127 Birchcliff Road	Demolition	Issued in 2019
8	3.	109 Birchcliff Road	Garage & Screened Porch	Issued in 2019
ç	9.	183 Birchcliff Road	Renovations & Garage	Issued in 2019
1	10.	. 129 Birchcliff Road	Demolition	Issued in 2019
1	11.	. 337 Birchcliff Road	Demolition	Issued in 2019
1	12.	. 349 Birchcliff Road	Retaining Wall	Issued in 2019
1	13.	. 337 Birchcliff Road	Dwell., Gar., & Guest House	Issued in 2019
1	14	. 183 Birchcliff Road	Retaining Wall	Issued in 2020
1	15.	. 355 Birchcliff Road	Addition & Det. Garage	Issued in 2020
1	16	. 137 Birchcliff Road	Driveway	Issued in 2020
1	١7.	. 21A Sunnyside Cabin	Deck	Issued in 2020
1	18	. 93 Birchcliff Road	Deck Addition	Issued in 2020
1	19.	. 87 Birchcliff Road	Dwelling	Issued in 2020
2	20.	. 141 Birchcliff Road	Driveway	Issued in 2020
2	21.	. 71 Birchcliff Road	Demolition	Issued in 2020

Yearly Report Update:

A total of 36 Development Permits were issued in 2020, 11 of them were Birchcliff's.

In 2019, 37 were issued and 13 of them were Birchcliff's. 9 Development Permits were also closed in 2020.

<u>441 Birchcliff Road (Access Agreement)</u> – Agreement must be signed by January 29th, 2021 or stairs will be removed.

<u>DLO – Land Stabilization (409,411,413 BC Road)</u> – Awaiting approval. Submitted a status check to see where this is at, awaiting reply.

Administrative Recommendations:

Council to accept as information.

Authorities:

Land Use Bylaw #170/13.

January 21, 21

Council & Legislation

Information Item

Agenda Item: Emergency Services Dispatch Support

Background:

Mayor Dufresne has asked the attached response letter from the Cities of Red Deer, Lethbridge, Calgary, and the Municipality of Wood Buffalo, regarding Birchcliff's support to have Emergency Services Dispatch kept regional, be added to the agenda as information.

Administrative Recommendations:

Council accept as information.

Authorities:

n/a









December 2, 2020

His Worship Roger Dufresne Mayor of the Summer Village of Birchcliff Summer Village Administration Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5

Re: Thank You and Update Regarding Emergency Dispatch Services Support

Dear Mayor Dufresne:

The Cities of Red Deer, Lethbridge, Calgary and the Regional Municipality of Wood Buffalo have been advocating to the Minister of Health to keep ambulance dispatch regional. As part of our efforts, we shared your letter of support with the Minister of Health, as it was essential for him to see how many communities have concerns with the Government intent to consolidate ambulance dispatch. We would like to thank you for your public support.

Your support on ambulance dispatch provides evidence that Alberta Health Services needs to engage with municipalities before any change occurs to emergency dispatch services. We are continuing to advocate for our regional ambulance dispatch services, and are now appealing to the Premier to overturn the decision by Alberta Health Services.

We appreciate your support on this critical matter. If you would like to discuss further, we invite you to contact the Office of Mayor Tara Veer at 403.342.8154.

Sincerely,

Mayor, City of Red Deer

Don Scott

Mayor, Regional Municipality of Wood Buffalo

Chris Spearman

Chris Speam

Mayor, City of Lethbridge

Naheed Nenshi

Mayor, City of Calgary

Page 2 Mayor Dufresne

Naheed Nenshi, Mayor of Calgary
Don Scott, Mayor of Regional Municipality of Wood Buffalo
Red Deer City Council
Allan Seabrooke, Red Deer City Manager
Steven Ellingson, Red Deer Intergovernmental Strategist

January 21, 2021

Council & Legislative

Information Item

Agenda Item: Subdivision Authority

Background:

During a recent Municipal Accountability Review, it was noted that individuals with subdivision powers in a Municipality should not sit on the Subdivision and Development Appeal Board. Currently one member of Council (the Mayor) sits as the chair of the SDAB. The Subdivision Authority Bylaw appoints "Council" as the subdivision authority.

Prior to 2016, Parkland Community Planning Services was the subdivision authority. This agency was appointed based on an inter-municipal agreement to which the Summer Village was a party.

Administration is currently seeking quotes from other planning agencies to provide the Summer Villages with Subdivision and Planning Consultation Services.

Options for Consideration:

1) Council accept as information.

Administrative Recommendations:

Council accept as information.

Authorities:

Municipal Affairs - Municipal Accountability Review

January 21, 2021

Finance

Request for Decision

Agenda Item: Unused 2020 Grant Funding

Background:

Administration has received a request from Lacombe County regarding the 2020 Community Programs, Events and Activities Grant that was given to us, which was \$539.

Lacombe County recognizes that hosting community events in 2020 was difficult if not impossible.

Options for Consideration:

- 1) That Council review and discuss whether-or-not they would like to carry the funding over into 2021.
- 2) That Council return the unused funding to Lacombe County

Administrative Recommendations:

1) That Council carry forward the unused 2020 funding for a Community Event in 2021.

Authorities:

Lacombe County – RC (9) Community Programs, Events and Activities Grant Program

Tina Leer

From:

Michael Minchin <mminchin@lacombecounty.com>

Sent:

December 30, 2020 11:40 AM

Cc:

Michael Minchin

Subject: Attachments: Lacombe County Community Events Grant - 2020 & 2021 RC(9) Application Form.pdf; RC(9) 2020 Annual Report.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Good morning:

I am sending you this email today as your organization received funding from Lacombe County in 2020 under the County's RC(9) Community Programs, Events and Activities Grant Program.

The County recognizes that hosting community events was 2020 was difficult if not impossible. Several organizations asked the County to carry their 2020 funding over into 2021 while other organizations were able to use funding to host different events.

As we enter 2021, the County wants to formalize these arrangements. To assist the County in tracking these requests, a 2020 year-end report is attached. This report is new for 2020 and will allow the County to track funding from 2020. This report will also assist in allocating 2021 funding. If you were in contact with the County regarding your event, we ask that you still complete the year-end report so the County can have a single source of information for all grant recipients.

The County wants to know to the following:

- 1. Did your organization host your planned event in 2020 or did it host an alternate event? If so, what event was held?
- 2. If your organization did not host an event in 2020, do you wish to carry over the money for an event in 2021?

Those organizations who wish to carry over their funding to 2021 will be able to do so and will not have to reapply in 2021. However, these organizations will not be eligible for additional funding in 2021.

Organizations who did not host an event in 2020 also have the option of returning its funding back to the County.

Those who used their funding 2020 or who decide to return their unused funding are eligible for funding in 2021. I have attached the County's annual Community Events Grant application.

Please submit all reports and applications to the mminchin@lacombecounty.com by January 31, 2021.

If you have any questions, do not hesitate to contact me.

Regards,

Michael Minchin



Michael Minchin, CPA, CMA, CLGM Director of Corporate Services

403.782.6601 mminchin@lacombecounty.com

Where People are the Key

The information transmitted is intended only for the addressee and may confain confidential and/or privileged material. Any unauthorized review distribution of other use of or the taking of any action in relance upon this information is prohibited. If you received this in error, pte

January 21, 2021

Planning & Development

Request for Decision

Agenda Item: 2021 Election

Background:

There have been many changes to the Local Authorities Election Act; the last included in Bill 29. What this means for Summer Villages is nomination day will go back to being 4 weeks prior to election day and must occur in June or July. Nomination papers will only be accepted on Nomination Day between the hours of 10 a.m. and 12 p.m. As Summer Village populations are under 5000, you are not required to hold an advanced poll, nor do you have to provide vote by special ballot.

Administration is proposing the following dates for the 2021 Election:

Nomination Day: Saturday, June 5, 2021, from 10:00 a.m. to 12:00 p.m. Advanced Poll: Saturday, June 26, 2021, from 10:00 a.m. to 2:00 p.m. Election Day: Saturday, July 3, 2021, from 10:00 a.m. to 7:00 p.m.

Holding the election the first Saturday in July, allows the new Councillors to be sworn into office at the July organizational meetings and appointed to committees as required.

In past elections, Administration has always encouraged all 5 Summer Villages to utilize the same days for nomination day, the advanced poll, and election day as expenses can be shared among the 5 Municipalities. Nomination day expenses are shared by all 5 Summer Villages and the advanced poll and election day expenses are shared by the Municipalities that are having a full election.

In preparation for the 2017 Election, Council passed the Special Ballot Bylaw to allow residents who are unable to attend the election or advanced poll to request a ballot by mail. Council needs to make a resolution to allow for the issuance of special ballots for the 2021 election. Administration is recommending each Council allow voting by special ballot especially with the current situation with Covid-19. As most of your residents do not live in the Summer Village, this allows them to participate no matter where they are or their circumstances.

New changes to the Local Authorities Election Act require a substitute returning officer be appointed at the same time as the returning officer. We are therefore requesting that Teri Musseau be appointed as returning officer for the 2021 Election and Trudy Dubeau be appointed Substitute Returning Officer.

Options for Consideration:

- 1) Nomination Day must occur in June or July.
- 2) Election Day must occur 4 weeks after nomination day.
- 3) The Returning Officer must be appointed by Council.
- 4) Should Council wish to provide a Special Ballot a resolution of Council must be made.

Administrative Recommendations:

- 1. Council approve the election dates as presented.
- 2. Council make resolution allowing for special ballots.
- 3. Council appoint Teri Musseau as Returning Officer for the 2021 Election with Trudy Dubeau as Substitute Returning Officer.

Authorities:

Municipal Government Act

Election of Councillors

147(1) Subject to Division 5, councillors other than a chief elected official are to be elected in accordance with the *Local Authorities Election Act*.

Local Authorities Election Act

Appointment of returning officers 13(1)

An elected authority may, by resolution, appoint a returning officer for the purposes of conducting elections under this Act.

13(2.1) An elected authority must, but resolution, appoint a substitute returning officer by June 30 of the year in which the election occurs or, for a by-election, in the resolution or bylaw that fixes the day for the by-election.

January 21, 2021

Council and Legislation

Request for Decision

Agenda Item: Intermunicipal Development Plan

Background:

The joint public hearing for the Intermunicipal Development Plan on November 21st, 2020. Written and verbal comments provided were reviewed. Amendments were made grammar, punctuation, and spelling. The following content was added to page 11 of the document:

"The partner municipalities are committed to Sylvan Lake and set out to create a plan that would protect the lake, environmental and watershed features, among the other shared values, within the municipalities 'authority to implement. An Intermunicipal Development Plan can address land-based policies that protect the watershed. Therefore, the steering committee agreed...."

Options for Consideration:

- 1. That Council give $3^{\rm rd}$ and final reading to the Intermunicipal Development Plan as presented.
- 2. Council accept as information.

Administrative Recommendations:

1. That Council give 3rd and final reading to the Intermunicipal Development Plan as presented.

Authorities:

Municipal Government Act 631 (1)



SYLVAN LAKE INTERMUNICIPAL DEVELOPMENT PLAN

Added "Adopted: " to be completed when 3rd reading has been finalized

Page 2 of 74

Replaced Draft watermark with "For 3rd Reading" on all pages



Red Deer County



















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1.0 Introduction



Message from the Steering Committee

The vision of an Intermunicipal Development Plan for the eight municipalities surrounding Sylvan Lake has been decades in the making. Over the years, we have worked together on many initiatives including water quality and cumulative effects research; a boat launch strategy, and continuously building relationships with one another. The Sylvan Lake Intermunicipal Development Plan is another collaborative effort that we can celebrate together. It will act as a guide for the future.

The *Sylvan Lake Intermunicipal Development Plan* represents a collective view of the Plan Area, agreement to protecting the environment and balanced development, and maintain a high quality of life for residents. It is a commitment between our municipalities to set consistent development standards that support the future viability of the environment and each community.

The Partner Municipalities respectfully acknowledge that we are situated on Treaty 6 territory, the traditional lands of First Nations and Métis people.

We value the lands that make up our communities; place great importance on being good neighbours; and honour the diversity of our communities. We are not all the same, and through this *Sylvan Lake Intermunicipal Development Plan* we share best practices and lesson learned through the years. This plan is a milestone on the path. One that we celebrate for its commitments, and will actively use in our relationships going forward.

Acknowledgments

Changed Font Variant from Oswald Regular to Oswald Light for Headers throughout plan (limited # of times)

Steering Committee

Town of Sylvan Lake - Sean McIntyre, Chair

Red Deer County - Christine Moore, Vice Chair

Lacombe County - Keith Stephenson

Summer Village of Birchcliff - Roger Dufresne

Summer Village of Jarvis Bay - Annabelle Wiseman

Summer Village of Half Moon Bay - Mike Pashak

Summer Village of Norglenwold - Jeff Ludwig

Summer Village of Sunbreaker Cove - Jim Willmon

Technical Committee

Lacombe County - Tim Timmons

Lacombe County - Dale Freitag

Lacombe County - Cajun Paradis

Red Deer County - Curtis Herzberg

Red Deer County - Ron Barr

Summer Village Administration - Tanner Evans

Town of Sylvan Lake - Wally Ferris

Town of Sylvan Lake - Ken Kalirai

1.0 Introduction

1.1 BACKGROUND

The Sylvan Lake Intermunicipal Development Plan is a collaborative effort of eight municipalities surrounding Sylvan Lake in Central Alberta. The purpose of the Sylvan Lake Intermunicipal Development Plan is to collectively protect the environment and watersheds, enable appropriate development, and support the diversity of municipalities in the Plan Area. The Sylvan Lake Intermunicipal Development Plan meets and / or exceeds the legislative requirements in the Municipal Government Act and includes a framework for ongoing collaboration.

The eight municipalities have worked together for decades on issues related to Sylvan Lake. As early as 1986, the eight municipalities adopted by resolution the Sylvan Lake Management Plan which laid out expectations for responsible land use and development around Sylvan Lake, and was updated in 2000, but is not a statutory plan. Subsequent work included the Sylvan Lake Water Quality Assessment and Watershed Management Considerations, 2005; Cumulative Effects Management Plan, Phase 1, 2013 and Phase 2, 2015); and Sylvan Lake Boat Launch Access Strategy, 2016. The eight municipalities continue to participate in the Sylvan Lake Management Committee, which is an advisory committee to the municipal councils, with the purpose of "working together as urban and rural neighbours to maintain the Sylvan Lake Watershed as a pristine lake and watershed", and to implement the Sylvan Lake Management Plan and other studies undertaken by the Committee.

The intent of the Sylvan Lake Intermunicipal Development Plan is to meet the requirements of the Municipal Government Act, and to replace the Sylvan Lake Management Plan. The original intent of the Sylvan Lake Management Plan was to create

an Intermunicipal Development Plan, but that was not realized at the time. The Intermunicipal Development Plan is a formal, statutory plan and is focused on land-based decisions in the Plan Area (broader than the Sylvan Lake watershed). The *Sylvan Lake Intermunicipal Development Plan* is focused on setting clear expectations and agreements as to:

- How development will proceed in the Plan Area;
- · How the environment will be protected;
- What support services including recreation, infrastructure and programming will be required to accommodate the development; and
- How the Partner Municipalities will continue to work together in the future.

The Sylvan Lake Intermunicipal Development Plan has a twenty-year timeframe and reflects currently expected development conditions around Sylvan Lake. It is a living document that will be updated and adjusted over time to continuously be relevant and reflective of the Plan Area.

The Partner Municipalities involved in the *Sylvan Lake Intermunicipal Development Plan* include:

- Lacombe County
- Red Deer County
- Summer Village of Birchcliff
- Summer Village of Half Moon Bay
- Summer Village of Jarvis Bay
- Summer Village of Norglenwold
- Summer Village of Sunbreaker Cove
- · Town of Sylvan Lake

1.2 THE PARTNER MUNICIPALITIES

1.2.1 Lacombe County

Lacombe County is an attractive, balanced and progressive community, situated in the heart of Central Alberta. It is a diverse municipality with a variety of agricultural operations, industrial developments and small businesses, as well as a vibrant petrochemical and oil and gas industry. With numerous post-secondary institutions nearby, including the Burman University in the City of Lacombe and Red Deer College, the County boasts a skilled and educated labour force. Lacombe County boasts a variety of recreational amenities: beaches, lakes, trail systems, parks, natural areas and golf courses.

Population within Plan Area	1,001	
Private Dwellings	418	
Population fluctuates with seasonal changes and tourism.		

1.2.2 Red Deer County

Red Deer County offers a wide range of lifestyles, industries, and opportunities. Its location along Alberta's busiest transportation corridor offers a significant amount of opportunity for business development and investment. Red Deer County is a region with unprecedented growth. Major employers include the oil and gas sector, agriculture as well as public sector employment.

Population within Plan Area	748	
Private Dwellings	230	
Population fluctuates with seasonal changes and tourism.		

1.2.3 Summer Village of Birchcliff

Birchcliff was the second Summer Village to be incorporated on Sylvan Lake on January 1, 1972. Seasonal cabins date back to the 1920's when the area consisted of Viewpoint and Sunnyside. The subdivision of Birch Bay was developed in the 1950's, followed by Sprucecliff in 1963. A unique aspect of Birchcliff is the Sunnyside Pentecostal Camp (a Christian retreat center offering family-oriented activities year-round).

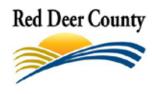
Population	117
Private Dwellings 98	
Population fluctuates with seasonal changes and tourism.	

1.2.4 Summer Village of Half Moon Bay

The land that Half Moon Bay is now situated on was Crown Land until 1947, when Helge Samuel Abrahamson bought it under the Homestead Act and remained there until 1960. He then sold 30 acres to Dave McCutcheon and Paul Galoien, who had the property subdivided into three crescents and one street. Half Moon Bay was incorporated as a Summer Village on November 7, 1977 and became effective on January 1, 1978. This made Half Moon Bay the 35th Summer Village to be formed in Alberta.

Population	42	
Private Dwellings	56	
Population fluctuates with seasonal changes and tourism.		









1.2.5 Summer Village of Jarvis Bay

The Summer Village of Jarvis Bay was incorporated on January 1, 1986. Jarvis Bay is a seasonal residential community. Recent years have shown an increase in new residential lots, redevelopment of properties as well as the introduction of municipal services. Jarvis Bay is a residential community that seeks to maintain the quality of life they currently enjoy, for seasonal and permanent residents alike. Its attraction is the recreational and open space atmosphere with basic amenities.

Population	213	
Private Dwellings	136	
Population fluctuates with seasonal changes and tourism.		

1.2.6 Summer Village of Norglenwold

Norglenwold was the first Summer Village to be created on Sylvan Lake, formed in 1965. Originally the community was very linear developing along the lake from East (Northey Point) to West (Lyle Landing). More recently Sylvan Harbour Estates was developed adjacent to the Town of Sylvan Lake's Marina Bay estates and the area known as "Last Chance Way" was annexed west of Lyle Landing in 1973. Seasonal cabins date back to the 1920's and 1930's. The name Norglenwold was derived from three or four early subdivisions: Nor (Northey Point), Glen (Glen-Innes) and Wold (Whitewold Beach).

Population	273
Private Dwellings	211
Population fluctuates with seasonal changes and tourism.	

1.2.7 Summer Village of Sunbreaker Cove

The name Sunbreaker Cove comes from combining Sunhaven, The Breakers and Glenn's Cove. Glenn's Cove was named for an old farmstead that originally was in the vicinity of the present-day village.

Population	81	
Private Dwellings	240	
Population fluctuates with seasonal changes and tourism.		

1.2.8 Town of Sylvan Lake

Sylvan Lake is a vibrant lakeside community with a high quality of living that respects the environment, provides diverse economic opportunities, and values efficient, inclusive, and transparent government. Key industry sectors for the Town include tourism, professional scientific technical services, manufacturing, and oil and gas. Sylvan Lakers are very proud of their community, and enjoy access to recreational activities that are unique to a lakeside community.

Population	14,816	
Private Dwellings	6,567	
Population fluctuates with seasonal changes and tourism.		

*Population and dwelling units data based on:

 Existing population from 2016 Census data and current municipal data for Lacombe County and Red Deer County.









1.3 INTERMUNICIPAL DEVELOPMENT PLAN PROCESS

A collaborative approach to creating the *Sylvan Lake Intermunicipal Development Plan* has been fundamental through all stages. It was initiated by the Partner Municipalities establishing a Steering Committee and identifying the need for an Intermunicipal Development Plan to be adopted by all eight municipalities (Figure 1).

Phase 1: Understanding the Issues

As the project was launched, a project chartering process was undertaken to ensure all members of the Steering Committee and Technical Committee were involved in determining the vision, objectives, scope, outcomes and measures of success, decision-making, communications, engagement strategy and risks and mitigations.

Once the Steering Committee and Technical Committee had confirmed the project charter, scope and plan boundary, background research was undertaken to enable the *Sylvan Lake Intermunicipal Development Plan* to build on the tremendous work completed in the Plan Area over the years. The background research involved review of over 25 policy or technical documents and resulted in a Background Report outlining key opportunities and constraints.

Engagement was critical in understanding what is most important to the public about development in the Plan Area. Several engagement options were provided including a public open house, online survey and mapping, and stakeholder meetings. Past engagement efforts by the municipalities have indicated that a variety of engagement opportunities is useful, and that online options are some of the most utilized.

Phase 2: Draft Sylvan Lake Intermunicipal Development Plan

Development of the draft Sylvan Lake Intermunicipal Development Plan was accomplished in a staged approach whereby the background key findings were used to focus the discussion around potential policy for land use, growth, environmental considerations, recreation, transportation, municipal infrastructure, services and facilities, and plan administration. Research was undertaken on how each of these key topics are dealt with by the eight Partner Municipalities, as well as across Alberta with best practices identified. The Technical Committee developed options for consideration by the Steering Committee who provided direction for the creation of draft policy.

The draft *Sylvan Lake Intermunicipal Development Plan* was prepared based on the Steering Committee's direction and was subsequently reviewed by the Steering Committee and all administrations for comments.

Phase 3:Finalization

This last project stage was to finalize the *Sylvan Lake Intermunicipal Development Plan*. Phase 3 involved hosting a Council Education session where all council members of the eight municipalities were invited to attend an information session that provided detailed background on the draft plan. The purpose of this Council Education Session was to equip council members with the appropriate information so that they could speak with members of the public as the second round of engagement unfolded.

Engagement was important to understand if the draft *Sylvan Lake Intermunicipal Development Plan* addressed the public's priorities. Outreach and engagement efforts including providing the draft

Sylvan Lake Intermunicipal Development Plan to the public and stakeholders through communications and an updated website, hosting a public open house and online survey. The feedback gathered from the public open house and public survey was used to update the draft plan.

The Technical Committee made recommendations for plan updates and completed the implementation matrix. The *Sylvan Lake Intermunicipal Development Plan* was prepared based on the Steering Committee's direction, and the statutory approvals process was undertaken.

Figure 1: Project Process





PHASE 2



Updated graphic - timeline

PHASE 1

UNDERSTANDING THE ISSUES

October 2018 -January 2019

- Project Chartering and Collaborative Decision Making
- Public and Stakeholder Consultation
- Background Information Review
 - Identification of Plan Boundary

DRAFT SYLVAN LAKE

DEVELOPMENT PLAN

February 2019 -September 2019

- Identification of Longterm
 Growth Areas and Land Uses
- Provision of Transportation Systems
- Programming of Municipal Infrastructure
- Coordination of Recreation Services
- Coordination of Environmental Issues
 - Identification of Joint Development Proposal Review
 - Provision of Intermunicipal Services and Facilities

PHASE 3

FINALIZATION

October 2019 -April 2020

- Council Education Session
 - Draft Intermunicipal Development Plan Circulation and Open House
 - Implementation Plan
 - Public Hearing
 - Council Readings



2.0 Plan Vision and Strategic Guidance



2.0 Plan Vision and Strategic Guide

Centred

The Sylvan Lake Intermunicipal Development Plan is an important opportunity to confirm the shared vision for the Plan Area and harmonize development expectations. Centered around Sylvan Lake, this Sylvan Lake Intermunicipal Development Plan will guide future growth and development with the intent of protecting the unique environmental and cultural characteristics.

The Partner Municipalities already work in collaborative relationships to protect the greater good for the area through committees, plans and specific service delivery arrangements including emergency management plans; joint recreation facilities management; and a jointly operated boat launch. The *Sylvan Lake Intermunicipal Development Plan* builds on these relationships and provides a clear focus on the integrity and stewardship of the watershed that will guide the next 20 years for this area. As a living document, it will continue to reflect ongoing needs for the Plan Area.

2.1 VISION

To create a fair, equitable and transparent Intermunicipal Development Plan that protects the environmental assets, ensures development supports the region, and honours the diversity and uniqueness of the five summer villages, two counties and one town.

2.2 SHARED VALUES

The Sylvan Lake Intermunicipal Development Plan has been developed based on the following shared values, which have been used to craft the priorities and policies:

- Collaboration and strengthening of relationships towards shared goals;
- · Maintaining a high quality of life for residents;
- Protecting the environmental and watershed; features, and recognizing interdependency in these efforts;
- Respecting the autonomy of each municipality's decision-making;
- Sustainability for some municipalities it is about sustainable growth, for others sustainability of the current form;
- · Efficiency through shared services;
- Agricultural viability; and
- Respective economic development for each partner.

2.3 KEY OBJECTIVES

- Developing agreement on a common vision.
- Creating an Intermunicipal Development Plan that meets the requirements of the Municipal Government Act and specifically addresses:
 - Balancing future development with environmental objectives;
 - Environmental issues and considerations in the Plan Area;
 - Collaborative processes including proactive community involvement and appropriate dispute resolution;
 - Implementation of the plan considered from the outset; and
 - Provides background on decisions along the way so that tomorrow's decision makers understand the rationale and how to apply it.
- Focusing the Sylvan Lake Intermunicipal Development Plan on high-level planning policy that doesn't diminish the authority of existing lower level policy and regulatory responsibilities.

2.4 PROJECT SCOPE

Foundational to the *Sylvan Lake Intermunicipal Development Plan* was the agreement at the beginning of the project on scope Add Steering Committee agreed that the following items form the basis for the plan:

- Defining an appropriate plan boundary;
- Building on the partners' approved statutory and regulatory plans as a foundation for all aspects of the plan;
- Identifying development patterns;

- Creating policy for environmental health within the Plan Area; shared infrastructure services, including regional wastewater line; lake access; and recreation services:
- Focusing the plan on creating harmonized development standards; and agreed upon
- Developing agreed upon next steps through the plan's implementation, communications, and appropriate dispute resolution policies.

The Sylvan Lake Intermunicipal Development Plan is not:

- A plan for the waterbody of Sylvan Lake itself lake management does not fall within the municipalities' jurisdiction;
- An annexation or amalgamation process;
- A plan that includes specific financing agreements
 Intermunicipal Collaboration Frameworks will address finance where appropriate; or
- A plan that considers agricultural management management practices fall under largely provincial legislation and as such the municipalities will focus only on land use aspects related to agriculture.

The Partner Municipalities are committed to Sylvan Lake and set out to create a plan that would protect the lake, environmental and watershed features, among the other shared values, within the municipalities' authority to implement. An Intermunicipal Development Plan can address land-based policies that protect the watershed. Therefore, the Steering Committee agreed...

2.5 PUBLIC ENGAGEMENT AND KEY FINDINGS

Public and stakeholder engagement was completed during Phase 1 and Phase 3 of the *Sylvan Lake Intermunicipal Development Plan* process to help understand the priorities of people who live, work, and recreate in the area (Figure 2). Engagement activities for the first phase, prior to drafting the *Sylvan Lake Intermunicipal Development Plan*, were completed in November and December of 2018. Phase 3 engagement was completed in November and December of 2019.

Figure 2: Public Engagement



Public Survey:

Phase 1: 61 responses

Phase 3: 103 responses



Online Interactive Mapping

Phase 1: 27 Responses



Public Open House

Phase 1: 59 Participants

Phase 3: 90 Participants



Stakeholder Meeting / Interviews

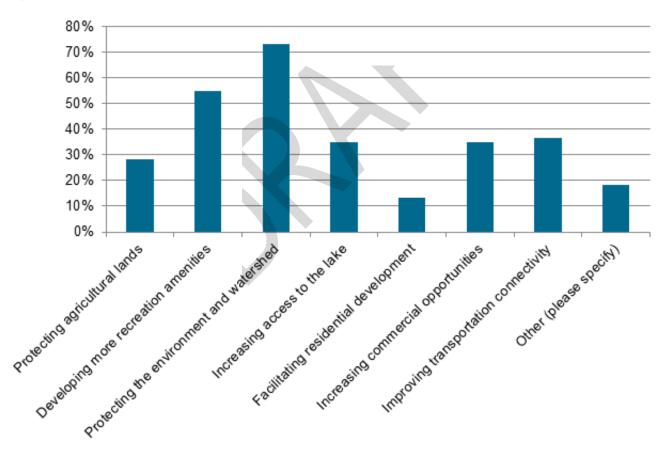
Phase 1: 11 Participants

Phase 1

Phase 1 engagement provided the Steering Committee with a better understanding of what is most important to the public and development in the Plan Area. Several engagement options were provided including a public open house, online survey and mapping, and a stakeholder meeting and interviews (Figure 2). Feedback on the vision and focus areas helped guide the development of the draft *Sylvan Lake Intermunicipal Development Plan*. Discussions and feedback received was based on existing statutory and regulatory plans; development and growth patterns; environmental health; shared infrastructure services; and transportation.

In Phase 1, respondents were asked about their top priorities for the plan. The feedback (Figure 3) demonstrated a strong interest in protecting the environment and watershed, followed by developing more recreation amenities.

Figure 3: Phase 1 Public Feedback on Environment and Watershed



Phase 3

Phase 3 engagement included a public open house and public survey (Figure 2) to present and request feedback on the final draft *Sylvan Lake Intermunicipal Development Plan*. The feedback that was gathered was used to identify any discrepancies, and refine policies to better reflect the public's perspectives.

In Phase 3, the overarching main themes, in order of most number of mentions to the survey's main open ended question, are included in Table 1.

Table 1: Phase 3 Key Themes

Phase 3 Key Themes	Number of Mentions
Support formalized boat launch with desire for a short timeline	24
Lack of support for 30-metre setback on vacant and existing lots	22
Concerns about higher density	19
Support closing informal boat launches / road allowances	18
Protect the environment	17

2.5.1 Protection of Environment and Watershed

Throughout engagement, the consistent underlying theme has been around the protection of environmental features in the area. The public survey in Phase 1 ranked "protecting the environment and watershed" as the top priority for the Plan Area, with support from over 73% of respondents. Both the stakeholder meeting and public open house also showed significant support for protection of the environment.

In the Phase 3 engagement, the trend of protecting environment remained one of the highest themes with support from 14% of comments who identified protecting the environment, water quality and wildlife as important. Many respondents noted the positive impact a formalized boat launch would have on the overall lake health and that closing informal launches would need to occur. There were also comments received related to issues that are not within an Intermunicipal Development Plan's scope including: concern about invasive species entering the waterways when launching boats into the water and desire for a new controlled boat launch to protect the lake.

2.5.2 Trails

In Phase 1, trails were identified as an important recreation feature for the area. Results from the public survey show that nearly 65% of respondents support the development of a regional trail around the lake. Attendees at the open house also listed trail development as the top area of focus for the plan. Trails were not a highly commented on aspect of the draft *Sylvan Lake Intermunicipal Development Plan* with 6% of comments speaking to the trail, and a split in responses (3% for the trail, and 3% against it).

The engagement outcome from Phase 1 aligns with the direction from several existing planning documents. Some opposition to a regional trail has been heard during engagement, with people noting that they do not want increased traffic through their communities, and the lack of room available for a future shoreline trail in some locations. However, the number of supportive comments for a trail is significantly greater than the comments that are not supportive of trails.

In Phase 3, overall support for the recreation policies was high. Some comments identified concerns with a future trail that should be noted for future reference: environmental impacts of the trail; consideration for which of the Partner Municipalities would be responsible for maintaining the trail; and impacts of the trail on adjacent neighbours.

2.5.3 Motorized Lake Access

Throughout all engagement activities, providing increased boat access to the lake has come up as a consistent theme. Public survey respondents in Phase 1 showed more support for increased non-motorized lake access (45% of respondents supported) than for increased motorized access, which was supported by only 30% of respondents. In Phase 3, the trends remain the same where approximately 12% of comments stressed the importance of developing a formalized boat launch within the Plan Area.

Throughout the engagement, the notion of increased lake access has also come with suggestions to close informal lake accesses and to use formal lake access points as places to regulate lake activities.

2.5.4 Balanced Development

Participants highlighted the fact that there are distinct communities and development patterns in the area. Based on Phase 1 engagement responses, participants desire the majority of future development to occur within the Town and other currently identified development areas, such as the higher-density nodes indicated in the *Sylvan Lake Area Structure Plan (2017)* in Lacombe County.

During Phase 3, 10% of comments did not support the Residential policies. Largely the comments are focused on lack of support for higher density near the Summer Villages, or the lake, but with particular emphasis on the lands identified by the *Sylvan Lake/Red Deer County Intermunicipal Development Plan*. However, the Partner Municipalities agreed to support existing statutory land use plans as a foundational element of the *Sylvan Lake Intermunicipal Development Plan*.

Overall, there is sentiment that the character of existing communities should be maintained, and that maintaining the general peaceful and quiet nature of the less urbanized parts of the area is important. This includes a general desire to focus commercial development within the Town. Additionally, there has been a consistent theme around balancing development with environmental protection, which is identified as a priority in many of the background plans.

2.5.5 Development Setbacks

In Phase 3, approximately 10% of the comments indicated that the originally proposed 30-metre setback requirements for properties that are already subdivided but are currently vacant were excessive and would render properties undevelopable. This feedback resulted in a change to the setback policies for vacant parcels.



3.0 Policy Context and Interpretation



3.0 Policy Context and Interpretation

3.1 STATUTORY CONTEXT

The Municipal Government Act provides the legislative framework for all Intermunicipal Development Plans in Alberta. The Sylvan Lake Intermunicipal Development Plan complies with the following requirements as stated in the Municipal Government Act (s. 631(8)):

- a. Identifying future land uses for the Plan Area;
- b. Address environmental matters through a focus on the Sylvan Lake watershed and environmentally significant areas within the Plan Area;
- c. Facilitate intermunicipal communication and coordination of planning and development within the Plan Area based on the shared values and policies;
- d. Address transportation systems;
- e. Address municipal infrastructure requirements and coordination between the partnering municipalities;
- f. Collaborate on relevant intermunicipal programs relating to the physical, social and economic development of the Plan Area;
- g. Establish direction for joint collaboration on issues beyond the municipal jurisdiction; and
- h. Provide administrative provisions for dispute resolution, amendments and repeals add period.

Furthermore, the *Municipal Government Act* also requires Intermunicipal Development Plans to be consistent with any approved Regional Plans. The *Sylvan Lake Intermunicipal Development Plan* is located within the *Red Deer Regional Plan* area, which

is not yet complete. When the Red Deer Regional Plan has been completed, the Sylvan Lake Intermunicipal Development Plan will be reviewed to ensure consistency. Where any policy conflicts exist, the Sylvan Lake Intermunicipal Development Plan shall be amended.

3.2 RELATIONSHIP OF THE INTERMUNICIPAL DEVELOPMENT PLAN TO OTHER PLANS

The Sylvan Lake Intermunicipal Development Plan is a high-level planning document that guides future growth and development. It has been developed based on growth and development needs over the next 20 years including supporting infrastructure and services, as well as environmental sustainability of the watershed. The policies of the Sylvan Lake Intermunicipal Development Plan enable sustainable growth in the Plan Area over the same time horizon.

The Municipal Government Act identifies Intermunicipal Development Plan as the highest order of municipal statutory plans (Figure 4). As such, all other municipal plans affecting lands within the Sylvan Lake Intermunicipal Development Plan shall be consistent with the policy direction contained herein. The Sylvan Lake Intermunicipal Development Plan has been created to support existing statutory plans (i.e., Municipal Development Plans, Area Structure Plans, and Area Redevelopment Plans) in the study area, and contains reference to these plans where they act as the appropriate level of policy. Future Municipal Development Plans and related Area Structure/ Redevelopment Plans will follow the Sylvan Lake Intermunicipal Development Plan policy and provide greater detail policies to implement the vision.

The Town of Sylvan Lake and Red Deer County also have a pre-existing Intermunicipal Development Plan within the Plan Area, the *Town of Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011)*. As both plans are of the same statutory order, the policies contained herein shall reflect and support the policies of the *Town of Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011)*, but shall not supersede them. The *Sylvan Lake Intermunicipal*

Development Plan focuses eight municipalities on setting consistent standards for development, recreation, and environmental management. The Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) primarily manages growth around the Town of Sylvan Lake. Where there is overlap between the two plans, the specific policies are intended to support one another, but remain separate statutory plans.

Figure 4: Plan Hierarchy



3.3 POLICY INTERPRETATION

The Sylvan Lake Intermunicipal Development Plan uses specific language to indicate the level of support required for each policy. The following words are to be interpreted as follows:

Shall, require, must, or will: explicitly applies to all situations without exception.

Should: always applies to the situation unless it can clearly be identified to the agreement of the Intermunicipal Development Plan Committee, Council or the Approving Authority that in the given situation, the policy is not reasonable, practical or feasible.

May: acknowledges support in principle and indicates that the Intermunicipal Development Plan Committee, Council or the Approving Authority has the discretion to determine the level of compliance that is required.

Encourage: acknowledges support in principle and indicates that the Intermunicipal Development Plan Committee, Council or the Approving Authority will promote, but not require, the implementation of a given policy.

3.4 MAPPING INTERPRETATION

The maps contained within the *Sylvan Lake Intermunicipal Development Plan* are intended to provide support and aid the interpretation of the plan's policies. Boundaries, areas shown, and locations denoted by symbols are approximate and are not intended to define exact locations. Since the maps are not absolute, and will be interpreted as conceptual, the precise location of these boundaries will need to be determined by the relevant Approving Authority at the time of evaluating any proposed development application.



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4.0 Plan Area



4.0 Plan Area

The Partner Municipalities all share a connection to Sylvan Lake and its value as an environmental, quality of life, tourism and financial asset. Impacts in one part of the Sylvan Lake watershed affect all municipalities. The main driver for defining the boundary for the Sylvan Lake Intermunicipal Development Plan Area (Plan Area) was to ensure all factors that would influence future development and associated municipal operations were considered. The following criteria were selected to determine the Plan Area (Map 1):

- · Sylvan Lake Watershed: The watershed area is a natural delineation for environmental factors that will directly impact the lake into the future. The final Plan Area includes three watersheds: Sylvan Lake, Blindman River and Medicine River.
- Partner Municipality Municipal Boundaries: All municipal partner boundaries have been included in the plan boundary along with buffers of at least one mile around each boundary. The hamlet of Benalto has been excluded from the Plan Area.
- Town of Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) Boundary: The Plan Area includes an existing Intermunicipal Development Plan between the Town of Sylvan Lake and Red Deer County. The whole of the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) has been included in the Plan Area in order to mitigate potential challenges or inconsistencies that may occur if only a portion were included. These challenges could be related to amendments, enforcement, and public perception/understanding in the case of two separate Intermunicipal Development Plans. As the same order of plans, both plans are considered equally important and address different regional considerations. The Sylvan Lake

Intermunicipal Development Plan focuses eight municipalities on setting consistent standards for development, recreation, and environmental management. The Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) primarily manages growth around the Town of Sylvan Lake. Where there is overlap between the two plans, the specific policies are intended to support one another, but remain separate statutory plans.

Sylvan Lake Area Structure Plan (2017) (Lacombe County): The Plan Area of the Sylvan Lake Area delete Structure Plan, the document that outlines the future uses and development of lands within as well Lacombe County's boundaries has been included within the Plan Area.

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Transportation Network: The transportation network has been calculated to include key transportation intersections.

- Regional Wastewater Line: The routing of the wastewater line has been included in the Plan Area. The routing alignment of the wastewater line has been sourced from the Sylvan Lake Regional Wastewater Commission 2019 Business Plan.
- Soil Suitability: The Plan Area assessment included soil land suitability; however, soil suitability is consistent across the broader region and did not provide a strong indicator for boundary delineation.

4.1 OBJECTIVE

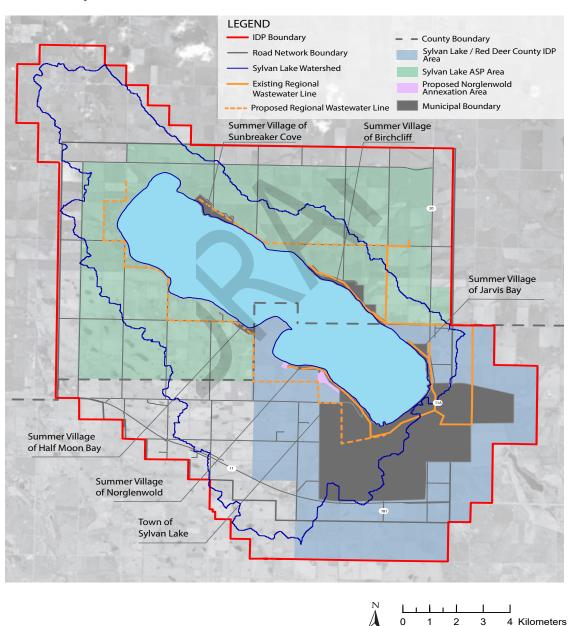
a. To establish the geographical area in which the Sylvan Lake Intermunicipal Development Plan policies apply.

4.2 POLICIES

4.2.1 The Sylvan Lake Intermunicipal Development Plan Area (the Plan Area) encompasses all the lands as depicted on Map 2. Lands within the Plan Area boundaries are subject to the Sylvan Lake Intermunicipal Development Plan objectives and policies unless specifically exempted.

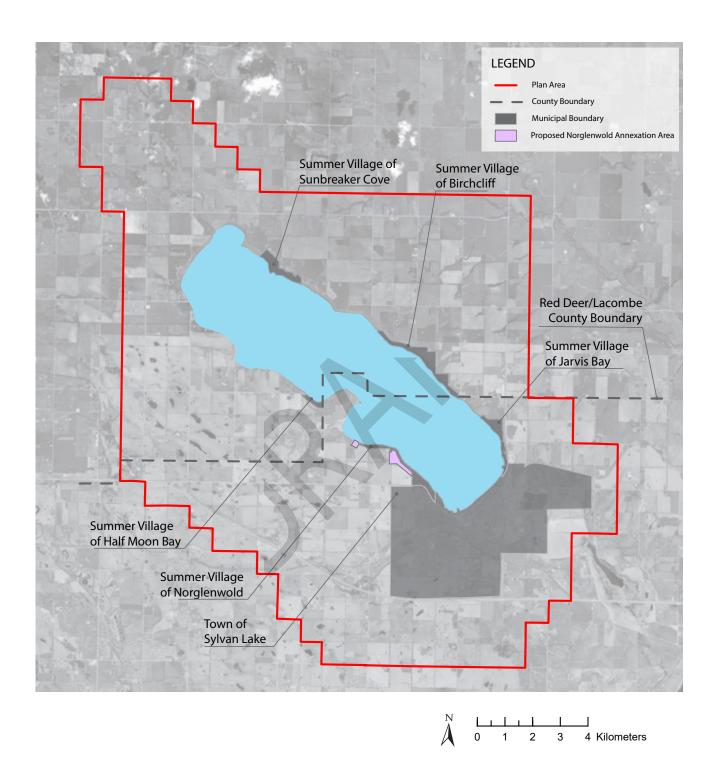
All boundaries and alignments shown throughout the *Sylvan Lake Intermunicipal Development Plan* are conceptual in nature. Exact alignments shall be determined in later stages of planning where additional levels of detail can be utilized.

Map 1: Plan Boundary Considerations



4.2.2

Map 2: Sylvan Lake Intermunicipal Development Plan Boundary



5.0 Land Use



5.0 Land Use

Land uses within the Plan Area are broad, general categories that speak to the general nature of the activities that are occurring on a portion of land. These uses, or activities, identified in Map 3 are reflective of existing statutory plans and policies for each municipality. Further detail on land uses will refer to those documents.

Those statutory plans.

The Sylvan Lake Intermunicipal Development Plan is based on the Partner Municipality's existing, approved statutory plans. Therefore, the land use categories reflect the long-term growth projections, and already approved growth plans for the Plan. Plan Area.

The land use categories include:

- Developed / Urban Areas which represent the land area defined by existing municipal boundaries and inclusive of all land uses commonly used within that municipality's developed area;
- Norglenwold Annexation Area depicting the area of land subject to an annexation application;
- Agriculture representing the majority of land in the Plan Area that provides for continued agricultural activity;
 Add: and
- Lower Density Residential is reflective of residential growth in the form of clustered single detached dwellings;
- Residential where residential growth will occur.

In Lacombe County's Residential areas, the nodes (i.e., circles) on Map 3 are anticipated to be a mix of new townhomes, apartments, and single detached homes, and open space as per the Lacombe County Sylvan Lake Area Structure Plan.

In Red Deer County's Residential areas, development will be consistent with the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) with a minimum density of 13 units per gross developable hectare if developed more intensely than first parcel out farmstead removal subdivision;

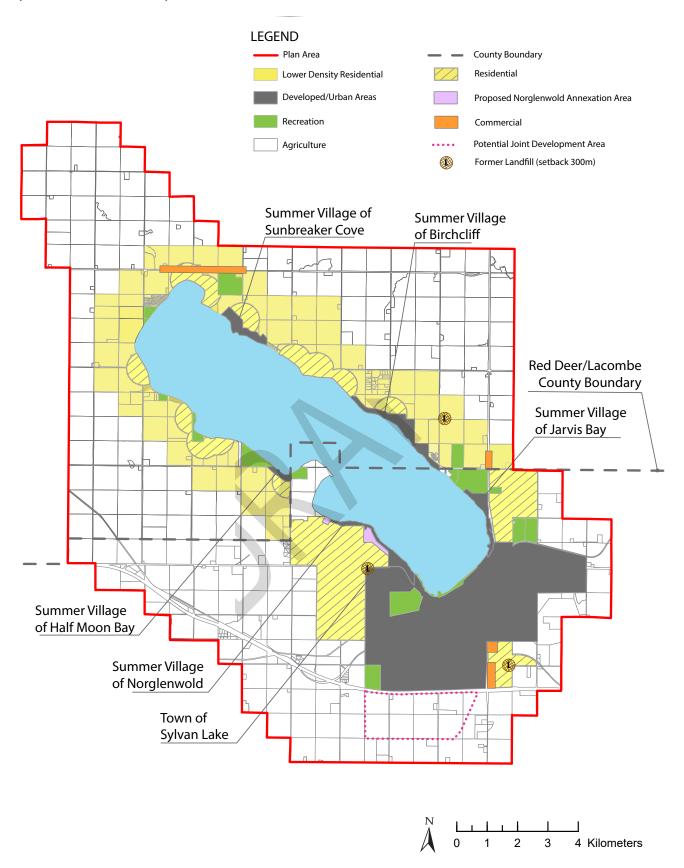
- Commercial where areas of higher intensity commercial, retail and office uses will occur; and
- Recreation for areas with significant recreation activities such as camps, provincial parks, or lake access areas.

Industrial uses are only enabled within the Town of Sylvan Lake and therefore are not depicted on Map 3.

5.1 OBJECTIVES

- To reinforce each municipality's statutory and regulatory plans and bylaws.
- b. To respect environmental features and the watershed.
- c. To maintain and support agricultural land uses.
- d. To mitigate premature conversion of agricultural land uses to non-agricultural uses.
- e. To enable growth and development within defined areas.
- f. To provide design standards that will ensure future development is compatible with the current built form.

Map 3: Future Land Use Map



5.2 POLICIES

All Areas

- 5.2.1 All land uses shall be consistent with the areas generally shown in Map 3 and are deemed to be the future land uses unless approved through the appropriate amendment processes.
- 5.2.2 In addition to the policies below, the policies of each municipality's Municipal Development Plans, Area Structure Plans, and Land Use Bylaws shall apply if they do not conflict with the Sylvan Lake Intermunicipal Development Plan policies, and / or require a higher standard than the Sylvan Lake Intermunicipal Development Plan.
- 5.2.3 The land uses identified in Map 3 reflect the primary use of the land. Complementary uses are enabled but subject to the respective statutory and regulatory documents of each municipality.
- 5.2.4 The policies in the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) shall apply.
- 5.2.5 Subdivision applicants shall be required to dedicate all lands that qualify as Municipal Reserve and Environmental Reserve in accordance with the Municipal Government Act. Environmental Reserve Easements and Conservation Easements may be encouraged where the lands should not be taken as Environmental Reserve or Municipal Reserve (i.e., areas not adjacent to waterbodies, or requiring public access) at the sole discretion of each municipality's Approving Authority.

- 5.2.6 The municipalities will work in collaboration with the Alberta Energy Regulator to understand and mitigate for potential impacts between the oil and gas industry and growth.
- **5.2.7** For all future statutory planning, redesignations and subdivisions in proximity to Highways 11, 11A and 20, the municipalities will work in collaboration with Alberta Transportation to identify any required infrastructure upgrades.
- **5.2.8** All new multi-lot redesignations and subdivisions shall be preceded by the approval of an Area Structure Plan by the appropriate municipality.
- 5.2.9 All aspects of the Subdivision and Development Regulation shall be followed including that the subdivision authority shall not approve an application for subdivision for school, hospital, food establishment or residential use within 300 metres (985 feet) of the disposal area of the non-operating landfill site within the Plan Area (s. 13(1)). Additionally, the Nuisance and General Sanitation Regulation under the Public Health Act shall be followed and requires that there be a 450 metre (1,476 feet) setback between a landfill and the location of a water well intended for human consumption. This setback also applies to a communal water system (s. 15(1)).

Developed / Urban Areas

5.2.10 Policies for land uses within Developed / Urban Areas or developed areas shall be determined by each municipality's respective Municipal Development Plan and / or Area Structure Plan and / or Area Redevelopment Plan, as applicable.

Proposed Norglenwold Annexation Area

- 5.2.11 Prior to the Summer Village of Norglenwold's proposed annexation application being approved, the land use within the Proposed Norglenwold Annexation Area in Map 3 shall be determined by Red Deer County's *Municipal Development Plan (2012).*
- 5.2.12 Should the proposed annexation by the Summer Village of Norglenwold be approved, these lands shall be classified as 'Developed / Urban Areas' and subject to those respective policies. Map 3 shall be updated to reflect this change and will be considered an administrative change not requiring a public hearing.

Agriculture

- **5.2.13** Agricultural land uses shown on Map 3 shall continue to be used for agricultural activities.
- 5.2.14 Agricultural preservation and subdivision requirements in Lacombe County and Red Deer County shall be consistent with the policies of the respective municipality's statutory and regulatory plans and bylaws, as applicable, to avoid premature development, conversion, or fragmentation of agricultural lands.

- 5.2.15 When making decisions on development issues on or adjacent to agricultural lands, both affected municipalities will respect the right of agricultural operators to pursue normal activities associated with extensive agriculture without interference or restriction based on their impact on adjacent uses.
- 5.2.16 Non-agricultural uses may be allowed within the Agriculture Area identified in Map 3 as per the applicable Municipality's Land Use Bylaw.
- 5.2.17 Resource extraction projects in accordance with provincial regulations may occur in Rural Policy Area of the *Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011)* and is subject to the respective policies of said Plan.
- **5.2.18** New Confined Feeding Operations shall not be permitted within the Confined Feeding Operations Overlay as shown on Map 4.
- 5.2.19 Agricultural land stewardship grant programs offered by Lacombe County and Red Deer County shall be encouraged for the Plan Area to promote good land management practices and reduce negative impacts on the watershed.

Lower Density Residential

- 5.2.20 Residential development within Lower Density Residential areas as shown on Map 3 shall be clustered as per Section 2.5.2 of Lacombe County's *Sylvan Lake Area Structure Plan (2017)* with a maximum density of 1 unit per acre (2.5 units per gross developable hectare).
- 5.2.21 Residential uses adjacent to agricultural areas shall incorporate transition strategies, such as increased setbacks or buffers, to reduce the impact of new residential development on existing agricultural operations. Satisfaction of this policy shall be determined by the applicable municipality's Approving Authority in consultation with the adjacent municipality through the referral process as per Sections 10.2.17 10.2.24.

Residential

- 5.2.22 Residential development areas as shown on Map 3 shall be mixed residential forms including multi-lot or higher density forms as per Lacombe County's Sylvan Lake Area Structure Plan (2017), or the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011), as applicable.
- 5.2.23 Residential development areas within Lacombe County as shown on Map 3 shall be nodes of development within a 600-metre radius (5-minute walk) from a central public access site and are subject to the policies in Section 2.5.2 of the *Sylvan Lake Area Structure Plan (2017)* with a maximum density of 2.0 units per acre (4.9 units per gross developable hectare).

- 5.2.24 Residential development areas within Red Deer County as shown on Map 3 shall be determined by the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) which states that development that is more intense than first parcel out farmstead removal subdivision may be allowed prior to annexation and must be a minimum density of 13 units per gross developable hectare (5.3 units per acre). Additional development expectations are identified in the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011).
- shall incorporate transition strategies, such as increased setbacks or buffers, to reduce the impact of new residential development on existing agricultural operations. Satisfaction of this policy shall be determined by the applicable municipality's Approving Authority in consultation with the adjacent municipality through the referral process as per Sections 10.2.17 10.2.24.
- 5.2.26 Residential land uses are subject to the referral process as outlined in Sections 10.2.17 10.2.24 and as such appropriate boundary conditions will be considered through site design; community engagement discussions; and the intermunicipal referral process.

Commercial

- 5.2.27 Commercial, retail, or office activities shall be limited to the Commercial areas as shown on Map 3 and shall be subject to the requirements of the Lacombe County's Sylvan Lake Area Structure Plan (2017), or the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011), as applicable.
- 5.2.28 Non-agricultural commercial uses adjacent to agricultural areas shall incorporate transition strategies, such as increased setbacks or buffers, to reduce the impact of new commercial development on existing agricultural operations. Satisfaction of this policy shall be determined by the applicable municipality's Approving Authority in consultation with the adjacent municipality through the referral process as per Sections 10.2.17 10.2.24.
- 5.2.29 Commercial development located along highways shall be developed to a high-quality aesthetic standard in terms of landscaping; building materiality; and building orientation.

Recreation

5.2.30 Activities occurring in Recreation areas as shown on Map 3 shall be primarily for the purposes of regionally significant public and private recreation and shall respect the long-term environmental integrity and sustainability of the watershed. These areas may require buffers or transition strategies from adjacent lands, at the discretion of the Approving Authority.

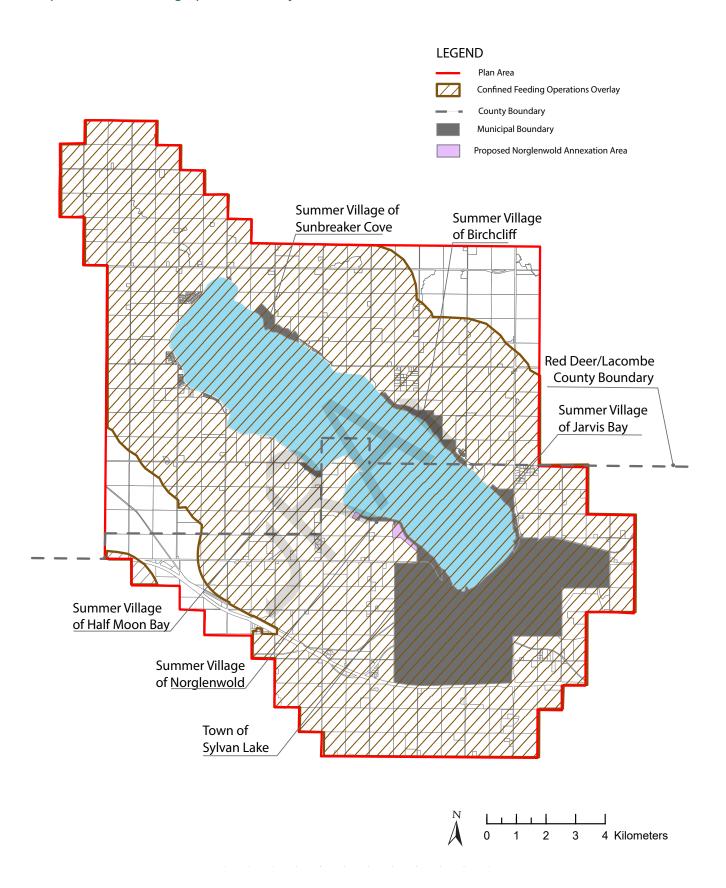
Industrial

- 5.2.31 Industrial land uses shall be located within the Town of Sylvan Lake. All existing industrial land uses in the other Partner Municipalities shall be enabled as per the respective municipality's Land Use Bylaw (see policy 5.2.2).
- 5.2.32 Industrial development located along highways shall be developed to a high-quality aesthetic standard in terms of landscaping; building materiality; and building orientation.
- 5.2.33 Industrial development located abutting residential or recreation areas shall be developed to a high-quality aesthetic standard in terms of landscaping; building materials; building orientation; and with limited outdoor nuisances.

Potential Joint Development Area

5.2.34 The Potential Joint Development Area is guided by the *Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011).*

Map 4: Confined Feeding Operation Overlay



6.0 Environment



6.0 Environment

The Plan Area watersheds are significant assets for the Partner Municipalities and a primary component of the Sylvan Lake Intermunicipal Development Plan. All municipalities within the Plan Area are dedicated to the long-term health and sustainability of the lake and surrounding lands. The Sylvan Lake Intermunicipal Development Plan outlines policies for consistent environmental assessments for all development around the lake based on best practices in Alberta. Environmental assessments are the first step in identifying appropriate mitigation strategies that place the long-term viability of environmental features at the centre of development decisions, thereby also ensuring a high quality of life for future residents and users. The following policies reflect that dedication and provide a common method of assessment for all development throughout the Plan Area.

6.1 OBJECTIVES

- a. To create a unified approach to environmental management.
- b. To protect the long-term health of the watersheds and waterbodies.
- c. To balance environmental protection with appropriate development.

6.2 POLICIES

Environmental Assessments

- 6.2.1 A Level 1 Preliminary Natural Site Assessment (PNSA) shall be required for all redesignations in the Plan Area as per the requirements listed in 6.2.3.
- 6.2.2 For redesignation applications that propose only intensification of use on the subject lands of the application, the Level 1 PNSA may be required at the discretion of the Approving Authority as per the requirements listed in 6.2.3.
- of baseline environmental information and identification of the potential extent of Environmentally Sensitive Areas. The PNSA shall be completed by a qualified professional and shall include, at minimum:
 - a. Study Area Location (in context of surrounding landscape);
 - b. Physiographic Description (in context of Natural Regions and Subregions of Alberta);
 - c. Historical Air Photos (dating to 1950, focus on surface water, wetlands, land use changes);
 - d. Field Reconnaissance, Sampling and Surveys (landscape characteristics species lists, plan community mapping);
 - e. Topography (landform classification);
 - f. Geology (surficial geology classification);

- g. Hydrology (wetland inventory, classification and relative value assignments). Associated map(s) required;
- h. Fauna (biodiversity 'hot spots', species list of direct and indirect observations, critical breeding/nesting/wintering sites.
 Associated map(s) required;
- i. Soil (characteristics/ description, restricted types, special features).
 Associated map(s) required; and
- j. Conservation recommendations that include:
 - i. Environmental Reserve/Environmental Reserve Easement;
 - ii. Municipal Reserve; and
 - iii. Conservations Easement.

The first level of assessment is a Level 1 Preliminary Natural Site Assessment (PNSA) that may, in the opinion of the qualified professional and the Approving Authority, trigger a Level 2 Environmental Screening (ES), or further, a Level 3 Scoped Biophysical Impact Assessment (Scoped BIA).

Any or all of these levels of assessment may include, based on the opinion of the qualified professional completing the work and the Approving Authority, a monitoring program that addresses environmental monitoring during construction and / or following construction to ensure recovery of sensitive environmental features.

The requirement to proceed to a Level 2 Environmental Screening (ES) shall be determined by the recommendations of the PNSA and / or the Approving Authority. The ES identifies environmental impacts and potential mitigation strategies of a proposed development project including defined boundaries of an Environmentally Significant Area(s). If required, the ES shall include to the satisfaction of the Approving Authority the following considerations in addition to the minimum requirements in 6.2.3:

6.2.4

6.2.5

- a. An outline of the rationale for the development project;
- b. An exploration of alternatives that have been investigated;
- c. A description of the existing environment including the biophysical and socioeconomic elements; and
- d. Both short-term and long-term environmental impacts and mitigation measures.
- The requirement for a Level 3 Scoped Biophysical Impact Assessment (Scoped BIA) shall be determined by the recommendations of the ES and / or the Approving Authority. A Scoped BIA is a detailed study and review of a development project that predicts, interprets, and evaluates impacts and mitigation measures to avoid, minimize, or compensate for said impacts. If required, the Scoped BIA shall include to the satisfaction of the Approving Authority the following considerations in addition to the minimum requirements in 6.2.3 and 6.2.4:
 - a. A clear assessment methodology that will lead to mitigation recommendations;
 - b. Surrounding land uses;

- c. Fish and wildlife;
- d. Vegetation (including rare and invasive species);
- e. Soils and terrain;
- f. Water quantity and quality;
- g. Riparian areas and wetlands;
- h. Surface drainage; and
- i. Aquifers.

Environmentally Significant Areas

- 6.2.6 For redesignation applications where an Environmentally Sensitive Area is identified, a Level 3 Scope Biophysical Impact Assessment (Scoped BIA) shall be required and shall include the components included in the Level 1 PNSA as per 6.2.3, the Level 2 ES as per 6.2.4, and the Scoped BIA as per 6.2.5. Identification of an Environmentally Sensitive Area may occur through any one or all of the following methods:
 - a. Provincial data and / or mapping;
 - b. Municipal data and / or mapping; and / or
 - c. Any level assessment as per 6.2.3 6.2.5 above.
- 6.2.7 The Partner Municipalities should develop a detailed map identifying Environmentally Significant Areas in the Plan Area based on the following criteria:
 - a. Areas that contain focal species, species groups and their habitats;
 - b. Areas of large intact patches of natural vegetation;
 - c. Areas of connecting habitat and corridors;

- d. Areas important for maintaining water quality and quantity;
- e. Riparian areas; and
- f. Areas of significant cultural, historic, or scenic value
- 6.2.7a The Partner Municipalities should develop an interim inventory of Environmentally Significant Areas in the Plan Area when appropriate datasets are available. This interim inventory will consider potential Environmentally Sensitive Areas, wildlife corridors and natural areas. The interim inventory will be constructed using the following databases:
 - a. Fish and Wildlife Information Management System;
 - b. Alberta Conservation Information Management System;
 - c. Agricultural Regions of Alberta Soil Inventory Database;
 - d. Environmentally Significant Area's Report and Map;
 - e. Alberta Wild Species Status Search; and
 - f. Alberta Merged Wetland Inventory through Alberta's GeoDiscover Data Authority.

Natural Areas

6.2.8 The Partnering Municipalities should develop one Natural Areas Management Plan for the whole Plan Area that outlines the management intent and direction for Environmentally Sensitive Area's, natural areas, and wildlife corridors.

Environmental Reserve and Development Setbacks from Sylvan Lake

- As a condition of subdivision approval, each Partner Municipality shall require a 30 metre Environmental Reserve dedication from the Top of Bank of Sylvan Lake, in accordance with the provisions of the *Municipal Government Act.* Wherever possible, Environmental Reserve should be linked with Municipal Reserve to create continuous greenways with enhanced public access.
- 6.2.10 requirement of a development As a permit submission for a vacant parcel or on redevelopment lands, where the development is within 30 metres of the Top of Bank or High Water Mark of Sylvan Lake, a Development Design Plan shall be submitted as part of the permit application and enforced as a condition of approval. Determining which feature (Top of Bank or the High Water Mark of Sylvan Lake) is appropriate will be at the discretion of the Approving Authority. Approval of the Development Design Plan shall be to the Approving Authority's satisfaction that the design will satisfy the goal of mitigating negative impacts on watershed health.

Environmental Reserve and Development Setbacks from Sylvan Lake Tributaries

- 6.2.11 The Partner Municipalities are encouraged to assess and identify specific Development Setbacks for each naturally occurring Sylvan Lake tributary within the Plan Area.
- As a condition of subdivision approval, 6.2.12 a 30 metre Environmental Reserve shall be provided from all naturally occurring to Sylvan Lake recommended by a qualified professional (as per an environmental assessment identified in 6.2.3 - 6.2.5) to be a greater or lesser Environmental Reserve. Where a different Environmental Reserve is recommended as a result of an Environmental Assessment, that Environmental Reserve shall be applied. The Environmental Reserve shall be measured from Top of Bank of the relevant tributary.
- 6.2.13 As a requirement of a development permit submission for a vacant parcel or on redevelopment lands, where the development is within 30 metres of the Top of Bank or High Water Mark of any naturally occurring tributary to Sylvan Lake, a Development Design Plan shall be submitted as part of the permit application and enforced as a condition of approval. Determining which feature (Top of Bank or the High Water Mark of Sylvan Lake) is appropriate will be at the discretion of the Approving Authority. Approval of the Development Design Plan shall be to the Approving Authority's satisfaction that the design will satisfy the goal of mitigating negative impacts on watershed health.

General Setback Policy

6.2.14 Each municipality shall develop specific Development Design Plan criteria and expectations including minimum requirements to demonstrate how the design will mitigate negative watershed impacts through:

- a. A planting plan including native vegetation;
- b. Sediment control plan;
- c. Drainage plan;
- d. Parcel coverage; and
- e. Any other criteria at the discretion of the Approving Authority.

Each municipality shall update their respective land use bylaw and municipal development standards to reflect this policy, and any other considerations necessary for implementation (i.e., development deposit charges, enforcement).



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7.0 Recreation



7.0 Recreation

The Sylvan Lake area is a significant recreation destination in Alberta that is used by millions of tourists every year, especially in the summer. As such, recreation is an important activity in the Plan Area. Planning for additional recreation opportunities and maintenance of existing areas that balance tourism with environmental sustainability of the lake and its watershed are important aspects of this plan.

Regional trails were identified as significantly important through the *Sylvan Lake Intermunicipal Development Plan* public engagement. Members of the public expressed a desire for regional trails in the Plan Area to provide alternative modes of transportation and additional recreational opportunities. Support was expressed for a future trail to be developed around the whole of Sylvan Lake and connected to trails and pathways within municipal boundaries as well as any additional future regional trails that may be considered. An integrated trail network would enhance the recreation opportunities of the Sylvan Lake area.

While the Sylvan Lake Intermunicipal Development Plan does not address activities specifically on the lake, it does address lake access. Through previous assessments, lake access is a critical consideration for the integrity and stewardship of Sylvan Lake. Feedback from public and stakeholder engagement has demonstrated a desire for additional formal lake access points to responsibly manage access. This will be accomplished by providing additional formal lake access infrastructure in the form of boat launches and limiting informal access (i.e., use of road allowances that end at the lake edge). By accomplishing both the creation of formal lake access and management of informal access points, the demand of current and future lake users to access the lake will be accommodated by providing appropriate facilities. The policies associated with changes to lake access

reflect the shared values between the municipalities; however, implementation of these changes is subject to collaboration with additional stakeholders, specifically the Province of Alberta. As lake access points are typically located at the terminus of public roads, the future use of some locations, and potential closure of others, requires provincial approvals. The Partner Municipalities will collaborate with residents, users, and stakeholders through any future transitions regarding lake access.

7.1 OBJECTIVES

- a. To balance recreation uses with environmental protection.
- b. To increase recreation opportunities for residentsand visitors to the area.

7.2 POLICIES

Trails

- 7.2.1 The Partner Municipalities should develop a regional trail plan. The regional trail plan will address a variety of active transportation options. Primary consideration will be given to walking, cycling and similar modes of transportation. Regional trails shall not be designed for horseback riding, ATV usage, sledding, or similar activities. Existing proposed alignments documented in the Sylvan Lake Boat Launch Access Strategy for Recreational Lake Access (2016) and Lacombe County's Sylvan Lake Area Structure Plan (2017) shall be considered for the regional trail plan. The regional trail plan is expected to address:
 - a. Trail alignment;
 - b. Trail types / dimensions;
 - c. Connections beyond the Plan Area particularly connecting to the City of Red Deer and Benalto;
 - d. An implementation framework;
 - e. A maintenance strategy; and
 - f. Stakeholder and public engagement in the creation of the trail plan.
- 7.2.2 The Partner Municipalities will encourage partnerships and seek grants in collaboration with trail building/management/user groups such as Central Alberta Regional Trail Society, Sylvan Lake Management Committee (SLMC), and Alberta TrailNet.

Recreation Planning

- 7.2.3 The Partner Municipalities should develop a regional recreation, parks, and open space master plan for the Plan Area with the recommendation that the plan address:
 - a. Regionally significant facilities, programs and connections; and
 - b. A collaborative funding model identifying shared costs between the Partner Municipalities to implement recommendations.

Recreational Boat Access

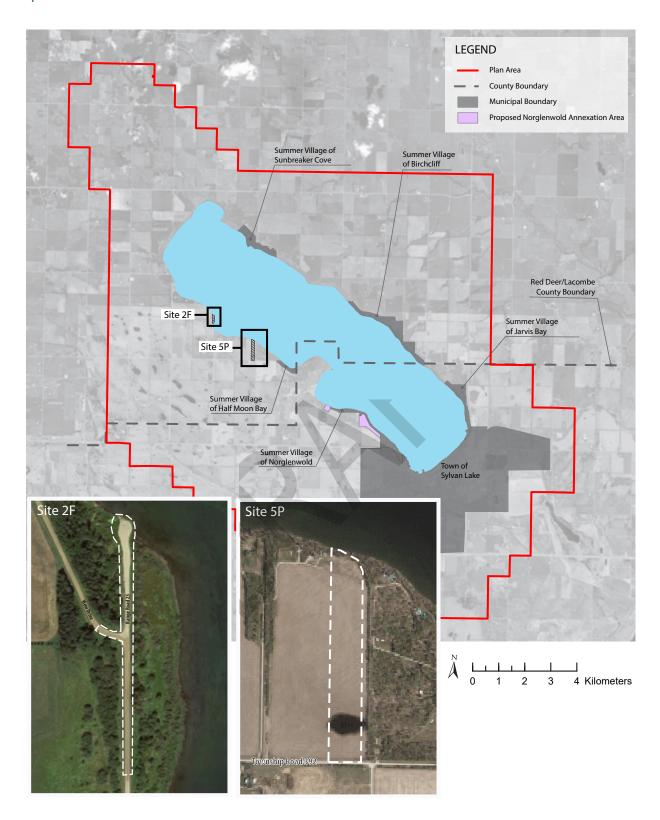
- 7.2.4 The Partner Municipalities shall undertake a coordinated lake access management plan that will result in:
 - a. A cost-sharing, benefit-sharing framework;
 - b. Planning and development of an additional formal motorized boat launch (Policy 7.2.8);
 - c. Planning and development of a new formal non-motorized boat launch (Policy 7.2.9);
 - d. Management of informal lake access points by identifying appropriate road allowances for closure and reclamation and obtaining provincial approval (Policy 7.2.10); and
 - e. Continued engagement with residents, users and stakeholders to develop the lake access management plan.
- **7.2.5** The lake access management plan may consider boat fueling, as appropriate.

- 7.2.6 The cost-sharing, benefit-sharing framework shall consider the development and construction requirements for policies 7.2.8

 7.2.10 and any off-site impacts or land use changes required for or resulting from these upgrades.
- 7.2.7 Should a cost-sharing, benefit-sharing framework be established as per 7.2.4, a new formal lake access point will be located at Site 5P from the Sylvan Lake Boat Launch Access Strategy for Recreational Lake Access (2016), Lot OT Plan 162 0291 as shown on Map 5.
- **7.2.8** Planning and development of Site 5P is expected to include:
 - a. Design and planning for both motorized and non-motorized lake access point;
 - b. Detailed design for the site shall be completed including the required studies and / or approvals for construction of the new boat launch;
 - Upgrading of access roads and signage leading from the closest secondary highway to the lake access point; and
 - d. Potential land use changes to provide appropriate local services to support the lake access point.

- 7.2.9 Should a cost-sharing, benefit sharing framework be established as per 7.2.4, Site 2F from the Sylvan Lake Boat Launch Access Strategy for Recreational Lake Access (2016), at the terminus of Range Road 23, as shown on Map 5, shall be formally developed as a hand launch boat site for non-motorized crafts only. Access will be managed at Site 2F to continue to provide non-motorized public access and support sufficient emergency egress on the lake as a whole.
- 7.2.10 Prior to development of either Site 5P or 2F lake access points, the Partner Municipalities shall identify appropriate road allowances to be closed and reclaimed with consideration for lake emergency access; and obtain approval from the Alberta Ministry of Transportation, where appropriate, to close road access for dead-end roads, as per the Sylvan Lake Boat Launch Access Strategy for Recreational Lake Access (2016).

Map 5: New Boat Launch Sites





8.0 Infrastructure



8.0 Infrastructure

Within the Plan Area there are a variety of different forms and types of development, requiring various infrastructure solutions. The *Sylvan Lake Intermunicipal Development Plan* provides a common approach and minimum standards for infrastructure that either directly affects Sylvan Lake and its watershed, or that crosses municipal boundaries. Infrastructure in this section includes stormwater management design standards, water and wastewater services including connection requirements to any future regional infrastructure, and transportation standards both for long-term planning and road standards.

8.1 OBJECTIVES

- a. To realize efficient and economical uses of regional infrastructure.
- b. To develop infrastructure solutions that do not cause negative impacts on the surrounding environment.
- c. To facilitate safe and efficient transportation systems.

8.2 POLICIES

Stormwater Management

8.2.1 Each municipality shall require that any redesignation, subdivision or development applications in areas prone to flooding, as determined by the Approving Authority, provide a confirmation of the 1:100 flood level of the affected river or creek by a qualified professional engineer.

- 8.2.2 Stormwater management facilities are required for new development or redevelopment, except single-lot residential and development on agricultural lands, and shall remove at a minimum 85% of suspended solids above 75 microns. All stormwater management facility designs will be stamped by a qualified engineer to the satisfaction of the Approving Authority, and are subject to typical municipal inspection processes.
- **8.2.3** The respective municipality may inspect the construction and maintenance of stormwater management facilities at any time.
- 8.2.4 All new development excluding single-lot recreation parcels; single-lot residential parcels; and development on agricultural lands shall require stormwater management facilities to meet the following minimum design standards:
 - Be a wetland, wet pond, or a dry pond with oil/grit separator;
 - Have storage capacity for a 1:100 storm event with a maximum active storage depth of 1.5 metres with 0.6 metres of freeboard;
 - Be designed for a 1:500-year storm event where no emergency spillway is available storage; and
 - All other design standards as per Alberta Stormwater Management Guidelines (1999).

The Approving Authority may adjust these standards for redevelopment projects, at their sole discretion, where existing circumstances cannot accommodate these standards.

8.2.5 Joint Erosion and Sediment Control guidelines and targets shall be developed for the Plan Area. All construction projects including development applications and public projects will follow the practices outlined in the Joint Erosion and Sediment Control guidelines and targets. All construction projects with a soil disturbance area greater than 0.4 hectares shall submit an Erosion and Sedimentation Control application with drawings, RULSE calculations and enforcement measures to the satisfaction of the Approving Authority. Individual residential sites, agricultural properties and properties with a soil disturbance of less than 0.4 hectares are exempt from submitting an application but shall follow Best Management Practices (i.e., City of Calgary's Erosion and Sediment Control Guidelines (2011): Section 8: Erosion and Sediment Control for Small Sites and Section 9: Implementation, Inspection and Maintenance).

Water Servicing

- 8.2.6 Access to groundwater supply in the Plan Area shall be on a first come, first serve basis.
- 8.2.7 The Partner Municipalities shall work together on advocacy initiatives in dialogue with the Province of Alberta to encouraging encourage proactive, watershed-based groundwater monitoring. Accurate and monitored data would provide the municipalities with appropriate data to consider appropriate development regulations in the future.

8.2.8 New multi-lot and redesignation developments shall assess the availability of groundwater for current and future servicing needs.

- 8.2.9 The Partner Municipalities will collaborate to develop development charges through offsite levies to fund the regional water supply line when appropriate. A reassessment of timeliness for this collaboration will be a priority during the first review of the Sylvan Lake Intermunicipal Development Plan.
- 8.2.10 As subdivision and / or development occurs, lands required for future water servicing rights-of-way, as identified through the mutual agreement of the Partner Municipalities, or subsequent studies, shall be protected

Wastewater Servicing

- 8.2.11 Any new or replacement septic systems on all non-agricultural lots that are less than 4050 square metres (1 acre) or where 60 or more lots serviced by private sewage systems are within a 600 metre radius must be connected to a functional regional wastewater system or be serviced by a private holding tank/ communal wastewater system until the functional regional wastewater system is available
- 8.2.12 Except for agricultural development, new private sewage systems shall only be permitted on lots greater than 4050 square metres (1 acre) and where no more than 60 lots serviced by private sewage systems are within a 600 metre radius.

- 8.2.13 All new private sewage systems shall adhere to all relevant provincial standards including, but not limited to, the Alberta Private Sewage Systems Standard of Practice 2015; Private Sewage Disposal Systems Regulation; the Public Health Act's Nuisance and General Sanitation Regulation (AR 243/2003, Section 15) as it relates to the location of sewage systems and drinking water wells for human consumption.
- **8.2.14** When a functioning regional wastewater system is available, connection to the wastewater system shall be required, and/or conversion of all private sewage systems on lands connecting to wastewater system.
- 8.2.15 As subdivision and / or development occurs, lands required for future wastewater servicing rights-of-way, as identified through the mutual agreement of the Partner Municipalities, or subsequent studies, shall be protected.

Transportation

- 8.2.16 The Partner Municipalities shall develop a regional Transportation Master Plan to guide future investment and planning initiatives in the Plan Area with collaboration from all local, regional and provincial stakeholders. The regional *Transportation Master Plan* shall include, but are not limited to:
 - a. A safety strategy;
 - b. A truck routing and goods movement strategy;
 - c. A transit plan;
 - d. A network plan; and / or
 - e. An active modes strategy.

- 8.2.17 The Partner Municipalities shall coordinate construction and maintenance of major transportation infrastructure, including provincial highway intersections, within the Plan Area following the creation of a regional Transportation Master Plan.
- 8.2.18 All future transportation planning and design shall consider and incorporate road safety principles to reduce the frequency and severity of collisions for all transportation modes.
- 8.2.19 Transportation Impact Assessments shall be required for all new development and redevelopment projects that are expected to generate a significant amount of traffic, at the discretion of the Approving Authority.
- 8.2.20 Design and construction of roads within 0.8 kilometres of municipal boundaries shall be coordinated between all municipalities adjacent to said boundary. Road standards shall follow the Alberta Transportation standards.
- 8.2.21 As subdivision and / or development occurs, lands required for future transportation corridors, as identified through the mutual agreement of the Partner Municipalities, or subsequent studies shall be protected.
- **8.2.22** The Partner Municipalities should adhere to Transportation Association of Canada's code of practice for road salt usage.

9.0 Shared Municipal Services



9.0 Shared Municipal Services

Each Partner Municipality provides a wide range of services for residents, businesses, and visitors in the Plan Area including family and community support services, emergency and health services and recreation and culture services. The delivery models vary between the municipalities and often include intermunicipal arrangements that increase efficiency and leverage costs. The current service

offerings are working for the Partner Municipalities and are expected to support future development and growth in the Plan Area. The intent of the *Sylvan Lake Intermunicipal Development Plan* is to support those existing arrangements and if necessary, provide an opportunity to enhance service delivery options. The services in Table 2 are provided by the municipalities within the Plan Area.

Table 2: Shared Municipal Services and Programs

Category	Services Provided
Economic Development	The Town of Sylvan Lake, Lacombe County and Red Deer County have individual economic development strategies and services.
Family and Community Support Services	The Town of Sylvan Lake, and the Summer Villages of Birchliff, Half Moon Bay, Jarvis Bay, Norglenwold, and Sunbreaker Cove share Family and Community Support Services; and Lacombe County and Red Deer County are partnered with other municipalities. Lacombe County is partnered with the City of Lacombe and Red Deer County is partnered with the City of Red Deer. As part of the Family and Community Support Services programming, the Town of Sylvan Lake offers some housing assistance programming in addition to the Red Deer Housing Authority that operates within the Town of Sylvan Lake. The Town of Sylvan Lake Family and Community Support Services also offers specific services and programs for youth.
Emergency & Health	All the Partner Municipalities are involved in pre-existing emergency management plans. The Joint Emergency Management Plan includes Town of Sylvan Lake and portions of Red Deer County. The Lacombe County Regional Emergency Plan includes Lacombe County and the Summer Villages of Sunbreaker Cove and Birchcliff. The Red Deer Regional Plan includes Red Deer County and the Summer Villages of Norglenwold and Jarvis Bay. The Summer Village of Half Moon Bay has its own emergency plan. Regarding health services in the Plan Area, the Community Health Centre is located in the Town of Sylvan Lake and serves the whole Plan Area.
Waste Services	The primary waste disposal site for the Plan Area is through a waste transfer site located near the Town of Sylvan Lake. Alternate waste transfer sites are located in Lacombe County at NW 34-39-03-W5M (at Rainy Creek Road near Highway 766) or at Bentley, both of which are outside of the Plan Area.

Category	Services Provided
Recreation & Culture	An inventory of recreation and cultural services in the Plan Area indicated that most facilities are located in the Town of Sylvan Lake; however, outdoor recreation locations are spaced around Sylvan Lake in the various Partner Municipalities.
	A municipal library and a multi-plex recreation centre are located within the Town of Sylvan Lake. Recreation opportunities include 1 pool, 2 arenas, 5 curling rinks, an indoor track, multipurpose rooms, and an indoor play space. Within the Town of Sylvan Lake, there are also 3 tournament houses.
	The Rainy Creek Community Hall at NE 32-39-01-W5M is located in Lacombe County. Red Deer County's community halls are located just outside the Plan Area.
	A formal boat launch and day use area is jointly operated by the Summer Villages of Sunbreaker Cove and Lacombe County. The boat launch is located on Lacombe County lands within the municipal boundaries of the Summer Village of Sunbreaker Cove.

9.1 OBJECTIVES

- a. To support existing arrangements for delivery of shared services between Partner Municipalities.
- b. To provide opportunities for enhancing service delivery in the future, if deemed appropriate.

9.2 POLICIES

- 9.2.1 The Partner Municipalities shall continue to collaborate on economic development, recreation, cultural, emergency and health services initiatives, as appropriate.
- 9.2.2 The existing intermunicipal arrangements for delivery of recreation, cultural, emergency and health services shall continue to be supported. Amendments to these arrangements will be considered as appropriate by the respective municipalities involved.
- **9.2.3** Future opportunities for enhanced service delivery may be considered, as deemed appropriate by the respective municipalities.



10.0 Collaboration and Plan Administration



10.0 Collaboration and Plan Administration

Implementation considered from the outset is a key *Sylvan Lake Intermunicipal Development Plan* objective. Effective implementation is dependent on ongoing and proactive communication and strong relationships between the Partner Municipalities. This section provides clarity on the agreed upon processes, roles and timelines for collaboration in general, the Intermunicipal Development Plan Committee, plan authority, annexation, referrals, plan review and amendment, and dispute resolution.

On-going oversight of the *Sylvan Lake Intermunicipal Development Plan* is a shared responsibility between the Partner Municipalities. Therefore, an Intermunicipal Development Plan Committee with representatives from all Partner Municipalities will be mandated with the responsibility for *Sylvan Lake Intermunicipal Development Plan* implementation, monitoring and amendments. The Intermunicipal Development Plan Committee will develop a terms of reference after the adoption of the *Sylvan Lake Intermunicipal Development Plan*.

10.1 OBJECTIVES

- a. To provide a framework for on-going collaboration between the municipalities in the Plan Area.
- b. To provide clear processes for addressing disputes, if they arise.
- To identify appropriate review requirements to ensure the policy direction remains relevant.

10.2 POLICIES

Collaboration

- 10.2.1 The Partner Municipalities shall proactively work together to enhance and improve the Plan Area for the benefit of all parties through ongoing communication, formal and informal discussions, and implementation of this plan to reduce any potential future disputes.
- 10.2.2 The Partner Municipalities recognize the benefit of proactive and ongoing communications in continuing to support healthy intermunicipal relationships. The Partner Municipalities will communicate new municipal plans, initiatives, data or studies that may affect the Plan Area as appropriate.
- 10.2.3 Each Partner Municipality shall include a Sylvan Lake Intermunicipal Development Plan overview in their respective postelection Council orientations to continue building understanding of the Sylvan Lake Intermunicipal Development Plan's value.
- 10.2.4 ΑII projects undertaken through of the Sylvan implementation Lake Intermunicipal Development Plan will include a shared funding model appropriate to the shared benefit of the project's outcomes, or other criteria as mutually agreed to. All information created as a result of the implementation projects shall be shared and considered the property of the participating municipalities.

Intermunicipal Development Plan Committee (IDPC)

- 10.2.5 An Intermunicipal Development Plan
 Committee (IDPC) shall be established
 between the Partner Municipalities.
- 10.2.6 The Intermunicipal Development Plan
 Committee shall be comprised of one
 elected official and one non-voting
 Administrative staff member from each of
 the Partner Municipalities. The Intermunicipal
 Development Plan Committee shall also
 include a Technical Advisory Committee
 comprised of administrative staff members
 from each of the Partner Municipalities.
- 10.2.7 The Intermunicipal Development Plan Committee shall meet annually or on an asneeded basis to monitor, review, discuss, and / or resolve any issues of mutual interest, or as opportunities arise.
- 10.2.8 The mandate of the Intermunicipal Development Plan Committee shall include the following:
 - a. Oversight for the implementation of the Sylvan Lake Intermunicipal Development Plan's policies and required follow-up studies/plan/initiatives;
 - b. Monitoring the Sylvan Lake Intermunicipal Development Plan's progress;
 - c. Reviewing any proposed amendments to the *Sylvan Lake Intermunicipal Development Plan*;
 - d. Reviewing any proposed annexations;
 - e. Discussing any other joint *Sylvan Lake Intermunicipal Development Plan*opportunities or issues that may arise;

- f. Assisting with the resolution of disputes in accordance with policies 10.2.32 -10.2.34.
- 10.2.9 Municipal staff members are encouraged to informally discuss intermunicipal matters and consult with each other on an as-needed basis regardless of the committee agenda or schedule.

Relationship with Other Plans and Approving Authority

- 10.2.10 The policies in the Sylvan Lake Intermunicipal Development Plan take precedence over all other municipal statutory plans, including Municipal Development Plans and Area Structure Plans, but is of the same precedence and reinforces the policies in the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011).
- 10.2.11 The policies contained in the Sylvan Lake Intermunicipal Development Plan represent minimum standards. If a Partner Municipality has policies in other statutory plans identifying higher standards than the Sylvan Lake Intermunicipal Development Plan policies, the higher standard shall apply.
- 10.2.12 Each municipality shall act as the Approving Authority within their own municipal boundaries and be responsible for the administration and decisions of all statutory plans, land use bylaws, amendments thereof, subdivision applications and development permit applications as per the *Municipal Government Act*.

- 10.2.13 Where a conflict between the Sylvan

 Lake Intermunicipal Development Plan
 and the Sylvan Lake / Red Deer County
 Intermunicipal Development Plan (2011)
 occurs, the Approving Authority shall
 consider the following:
 - a. Where the considerations of the environment and watershed take precedence, the policies of the *Sylvan Lake Intermunicipal Development Plan* should take precedence.
 - b. For all other considerations, the policies of the Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011) should take precedence.
 - c. Any conflict may be referred to the Intermunicipal Development Plan Committee for direction.
 - d. Where a conflict requires an amendment to either the *Sylvan Lake Intermunicipal Development Plan* or the *Sylvan Lake / Red Deer County Intermunicipal Development Plan (2011)*, policies 10.2.29 and 10.2.30 shall apply.

Annexation

- 10.2.14 Anticipated changes to municipal boundaries should be limited to the lands subject to the annexation request by the Summer Village of Norglenwold to Red Deer County as per Map 3.
- 10.2.15 Any future expansion of the Town of Sylvan Lake shall be subject to the annexation policies of the Sylvan Lake/Red Deer County Intermunicipal Development Plan (2011).

10.2.16 Any future annexation shall follow provincial requirements as per the *Municipal Government Act* and the *Municipal Government Board Procedure Rules*.

Referrals

- **10.2.17** The referral area shall be the same as the Plan Area as shown in Map 3.
- 10.2.18 Referrals shall occur for intermunicipal review of all statutory plans, non-statutory plans (i.e. concept plan, outline plan or master plan), land use bylaws, and amendments to each. Disposal of reserves shall be referred to all Partner Municipalities. Any other application the municipality deems appropriate may be referred.
- 10.2.19 All applications subject to intermunicipal referrals as per 10.2.18 shall be expected to follow appropriate community engagement processes as outlined in each Partner Municipality's respective Municipal Development Plans, Area Structure Plans, and public engagement policies prior to the intermunicipal referral process.
- 10.2.20 All referral responses shall be provided within 21 calendar days. If required and by mutual agreement, a review period extension can be established with explicit timelines.
- 10.2.21 In the spirit of collaboration and alignment of the *Sylvan Lake Intermunicipal Development Plan* values, proactive communication is encouraged, and referral responses are expected to be provided to continue to build two-way discussions. Municipalities that have received a referral may consider the following questions when preparing comments or add comments on additional intermunicipal matters:

- a. How does the proposed development impact the referral receiving municipality?
- b. What buffers or transition strategies are included between agriculture and nonagriculture uses and / or higher density and lower density areas?
- c. How does the proposed development impact the environment or the watershed?
- d. Are there known environmental concerns that should be considered?
- e. Are there regional service delivery and / or infrastructure implications of the proposed development?
- f. What Sylvan Lake Intermunicipal Development Plan policies are applicable to the referral comments and why are they important?
- **10.2.22** Comments received from a responding municipality shall be taken into consideration prior to a decision being rendered.
- **10.2.23** If no response is received by the referral timeline, lack of response will be deemed no objection.
- 10.2.24 Changes to referral policies shall require a written and signed memorandum of understanding by all municipalities in the Plan Area, but shall not require a public hearing.

Plan Review and Amendment

10.2.25 The Sylvan Lake Intermunicipal Development Plan shall be reviewed by the Intermunicipal Development Plan Committee within 5 years of adoption and every 5 years thereafter.

- 10.2.26 Should the Red Deer Regional Plan be adopted prior to the Sylvan Lake Intermunicipal Development Plan review period, the Intermunicipal Development Plan Committee will review any potential impacts and discuss amendments necessary for compliance.
- 10.2.27 When the Red Deer Regional Plan is adopted the Sylvan Lake Intermunicipal Development Plan shall be reviewed in accordance with the requirements of the Red Deer Regional Plan and the Partner Municipalities may consider adopting the Sylvan Lake Intermunicipal Development Plan as a sub-regional plan, if acceptable to all Partner Municipalities.
- **10.2.28** Any municipality may propose amendments Sylvan Lake Intermunicipal Development Plan at any time, and thirdparty requests (i.e., landowners) to amend the Sylvan Lake Intermunicipal Development Plan will be considered. Proposed thirdparty amendments shall be submitted, in writing, to the applicable municipality. The applicable municipality's Council shall determine whether the amendment will be referred to the Intermunicipal Development Plan Committee. All proposals shall include a rationale for the proposed amendment as well as suggested changes that may be considered by the Intermunicipal Development Plan Committee.
- 10.2.29 An amendment to the *Sylvan Lake Intermunicipal Development Plan* has no effect until it is adopted by all Partner Municipalities as per the *Municipal Government Act*.

- 10.2.30 Upon agreement by the Intermunicipal Development Plan Committee that an amendment be accepted, the Sylvan Lake Intermunicipal Development Plan shall be amended as per the Municipal Government Act. Where the Intermunicipal Development Plan Committee agrees that a signed Memorandum of Understanding is sufficient to address the concerns of a proposal, a formal amendment may not be required.
- 10.2.31 Should circumstances arise that result in the repeal of the *Sylvan Lake Intermunicipal Development Plan*, all municipalities shall repeal the *Sylvan Lake Intermunicipal Development Plan*, and replace it with a new Intermunicipal Development Plan as required as per the *Municipal Government Act*.

Dispute Resolution

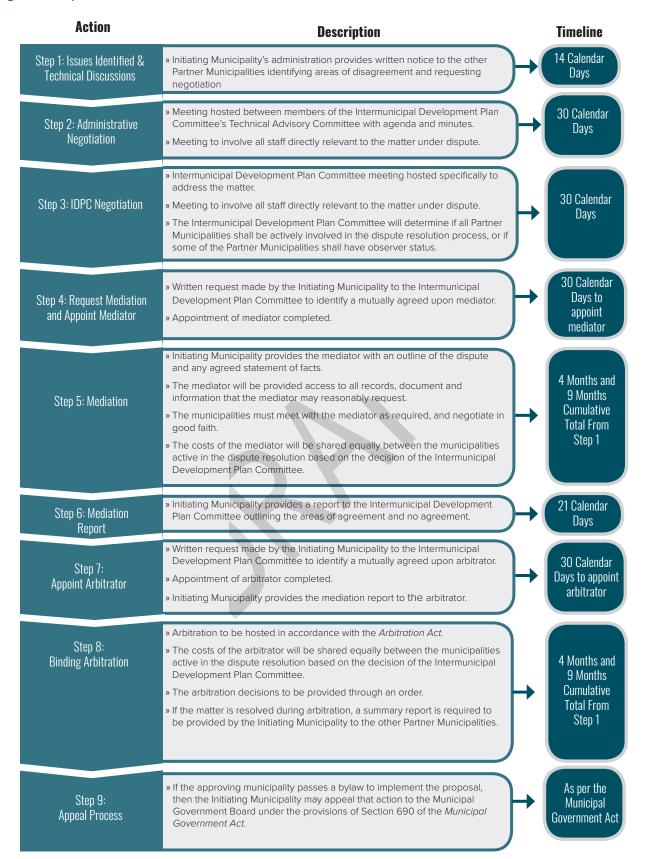
- Development Plan recognizes that there could be disagreements on the plans and bylaws subject to the referral process, and / or interpretation of this plan, and provides a framework for resolution of such disagreements identified in Table 3 and Figure 5. Key factors built into the Dispute Resolution Process include a standard process with clear roles, communication, and timelines that result in timely resolution.
- disagrees with a statutory plan, non-statutory plan (i.e., concept plan, outline plan or master plan), land use bylaw, and / or amendment to each, or interpretation of the *Sylvan Lake Intermunicipal Development Plan*, any Partner Municipality may give written notice. Written notice shall be provided to all other Partner Municipalities of the disagreement with a rationale, and initiating the dispute resolution process.
- 10.2.34 Once a disagreement is identified through a written notice, no further action shall be taken on the application or matter in dispute until resolution of the disagreement has been determined.

Table 3: Dispute Resolution Process

Action	Description	Timeline
Step 1: Issues Identified & Technical Discussions	Initiating Municipality's administration provides written notice to the other Partner Municipalities identifying areas of disagreement and requesting negotiation.	14 calendar days
Step 2: Administrative Negotiation	 Meeting hosted between members of the Intermunicipal Development Plan Committee's Technical Advisory Committee with agenda and minutes. Meeting to involve all staff directly relevant to the matter under dispute. 	30 calendar days
Step 3: IDPC Negotiation	 Intermunicipal Development Plan Committee meeting hosted specifically to address the matter. Meeting to involve all staff directly relevant to the matter under dispute. The Intermunicipal Development Plan Committee will determine if all Partner Municipalities shall be actively involved in the dispute resolution process, or if some of the Partner Municipalities shall have observer status. 	30 calendar days
Step 4: Request Mediation and Appoint Mediator	 Written request made by the initiating municipality to the Intermunicipal Development Plan Committee to identify a mutually agreed upon mediator. Appointment of mediator completed. 	30 calendar days to appoint mediator
Step 5: Mediation	 Initiating Municipality provides the mediator with an outline of the dispute and any agreed statement of facts. The mediator will be provided access to all records, document and information that the mediator may reasonably request. The municipalities must meet with the mediator as required, and negotiate in good faith. The costs of the mediator will be shared equally between the municipalities active in the dispute resolution based on the decision of the Intermunicipal Development Plan Committee. 	4 months & 9 months cumulative total from Step 1

Action	Description	Timeline
Step 6: Mediation Report	 Initiating Municipality provides a report to the Intermunicipal Development Planning Committee outlining the areas of agreement and no agreement. 	21 calendar days
Step 7: Appoint Arbitrator	 Written request made by the Initiating Municipality to the Intermunicipal Development Plan Committee to identify a mutually agreed upon arbitrator. Appointment of arbitrator completed. Initiating Municipality provides the mediation report to the arbitrator. 	30 calendar days to appoint arbitrator
Step 8: Binding Arbitration	 Arbitration to be hosted in accordance with the Arbitration Act. The costs of the arbitrator will be shared equally between the municipalities active in the dispute resolution based on the decision of the Intermunicipal Development Plan Committee. The arbitration decisions to be provided through an order. If the matter is resolved during arbitration, a summary report is required to be provided by the Initiating Municipality to the other Partner Municipalities. 	4 months & 9 months cumulative total from Step 1
Step 9: Appeal Process	If the approving municipality passes a bylaw to implement the proposal, then the Initiating Municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act.	As per the Municipal Government Act

Figure 5: Dispute Resolution Process





11.0 Implementation



11.0 Implementation

The Sylvan Lake Intermunicipal Development Plan is a broad and high order statutory plan that has achieved significant agreement between the eight municipalities surrounding Sylvan Lake. As a broad plan, it is the first step in committing to development patterns and harmonized development standards. It also identifies where future collaborations are necessary so that more detailed information can inform future planning. Implementation of the policies that direct future work will be necessary to fulfill the plan's vision over the long term.

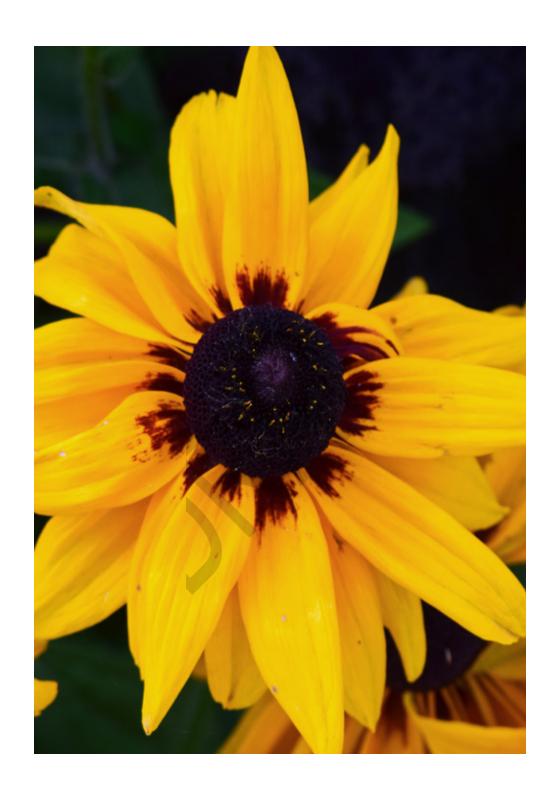
The implementation plan (Table 4) is an assessment of priorities within the plan for follow-up action. Each of these actions will require funding and resources that will need to be determined and confirmed through the municipal budget approval process. For collaborative projects to proceed, the Intermunicipal Development Plan Committee will confirm which projects will be pursued in any given year. All prioritized projects (collaborative and individual municipal) will be subject to municipal budget approvals and development standards in the year of implementation.

Table 4: Implementation Matrix

Changed Font Variant from Proxima Nova Regular to Proxima Nova Light for the table content

Policy	Action	Accountability Individual Municipalities Collective Partnership Limited Partnership	Lead Department Intermunicipal Development Plan Committee (IDPC)	Timeline Immediate (1-2 yrs) Short (1-10 yrs) Long (11-20 yrs)	Estimated Resources / Budget Required Low (\$1-\$50K) Medium (\$51-\$150k) High (\$151k+)
6.2.7	Environmentally Significant Areas mapping	Collective Partnership	IDPC	Long	High
6.2.7a	Interim Environmentally Significant Areas mapping	Collective Partnership	IDPC	Short	Medium
6.2.8	Natural Areas Management Plan	Collective Partnership	IDPC	Long	High
6.2.11	Development of specific Development Setbacks for naturally occurring tributaries	Individual Municipalities	Planning and Engineering	Short	Low
6.2.14	Development Design Plan Criteria	Individual Municipalities	Planning and Engineering	Immediate	Low
7.2.1	Regional Trail plan	Collective Partnership	IDPC	Short	High
7.2.2	Partnerships and seek grants for trail building/ management	All three options	IDPC	Ongoing	Low
7.2.3	Regional Recreation, Parks, Open Space Master Plan	Collective / Limited	IDPC	Long	High
7.2.4	Lake Access Management Plan	Collective Partnership	IDPC	Short	Medium

Policy	Action	Accountability Individual Municipalities Collective Partnership	Lead Department Intermunicipal Development Plan Committee	Timeline Immediate (1-2 yrs) Short (1-10 yrs)	Estimated Resources / Budget Required
		Limited Partnership	(IDPC)	Long (11-20 yrs)	Medium (\$51-\$150k) High (\$151k+)
7.2.7 & 7.2.8	Formal lake access point development - Site 5P	Collective Partnership	IDPC	Short	High
7.2.9	Formal hand launch boat site for non-motorized crafts only - Site 2F	Collective Partnership	IDPC	Short	High
7.2.10	Appropriate road allowance closure and reclamation	Individual Municipalities	Engineering	Short	Medium
8.2.5	Joint erosion and sediment control guidelines	Collective Partnership	Engineering	Short	Low / Medium
8.2.7	Groundwater advocacy	Collective Partnership	IDPC	Ongoing	Low
8.2.9	Regional water supply line off-site levy / development charges-reassessment of timelines	Limited Partnership	IDPC	Short	Medium
8.2.16	Regional Transportation Master Plan	Collective Partnership	IDPC	Long	High
10.2.3	Update council orientations to include content on the Sylvan Lake Intermunicipal Development Plan	Individual Municipalities	Corporate Services / Chief Administrative Officer	Immediate	Low
10.2.5	Establish the Intermunicipal Development Plan Committee	Collective Partnership	Corporate Services / Chief Administrative Officer	Immediate	Low
	Update all statutory plans and Land Use Bylaws to align with the Sylvan Lake Intermunicipal Development Plan	Individual Municipalities	Planning	Immediate	Low
	Update all engineering standards to align with the Sylvan Lake Intermunicipal Development Plan	Individual Municipalities	Engineering	Immediate	Low



APPENDIX A

DEFINITIONS AND ACRONYMS

Appendix A – Definitions and Acronyms

DEFINITIONS

Approving Authority: Each respective municipality's Development Authority and Subdivision Authority as established in the applicable Land Use Bylaw.

Biophysical Impact Assessment: A Level 3 detailed environmental study and review of a development project that predicts, interprets, and evaluates impacts and mitigation measures to avoid, minimize, or compensate for said impacts.

Confined Feeding Operations: The fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds, as regulated under *Agricultural Operations Practices Act* and *Agricultural Operations, Part 2 Matters Regulation*.

Development: A change to the current state of the land and / or buildings including a change in intensity, a change in use, and / or a change in grade, but does not include cosmetic changes that do not impact the above listed conditions, such as minor landscaping.

Development Setback: The distance from the boundary of a waterbody (including lakes, watercourses, wetlands as appropriate) to the closest building or structure.

Environmental Reserve: As per the *Municipal Government Act*, "Subject to section 663 and subsection (2), a subdivision authority may require the owner of a parcel of land that is the subject of a proposed subdivision to provide part of that parcel of land as Environmental Reserve if it consists of (a) a swamp, gully, ravine, coulee or natural drainage course, (b) land that is subject to flooding or is, in the opinion of the subdivision authority, unstable, or (c) a strip of land, not less than 6 metres in width, abutting the bed and shore of any body of water" (Section 664 (1))."

Environmental Screening: A Level 2 environmental assessment that identifies environmental impacts and potential mitigation strategies of a proposed development project including defined boundaries of an Environmentally Significant Area(s).

High Water Mark: The line that separates the Crown-owned bed and shore of a water body from the adjacent private land is called the legal bank (defined in the Surveys Act). Its location is synonymous with what is commonly known as the ordinary high water mark.

Initiating Municipality: The Municipality(ies) within the group of Partner Municipalities that submits the first formal request in writing.

Municipal Reserve: As per the Municipal Government Act.

Partner Municipalities: All eight municipalities in the Plan Area including Lacombe County, Red Deer County, the Summer Village of Birchcliff, the Summer Village of Half Moon Bay, the Summer Village of Jarvis Bay, the Summer Village of Norglenwold, the Summer Village of Sunbreaker Cove, and the Town of Sylvan Lake.

Preliminary Natural Site Assessment: A Level 1 desktop environmental assessment that provides an overview of baseline environmental information and identification of the potential extent of Environmentally Sensitive Areas.

Plan Area: The geographical boundary of the *Sylvan Lake Intermunicipal Development Plan* as illustrated in Map 2 whereby all policies in the *Sylvan Lake Intermunicipal Development Plan* shall apply unless otherwise stated.

Red Deer Regional Plan: The land use regional plan for the watershed of the Red Deer River as established by the Province of Alberta.

Sylvan Lake Watershed: The land within the Plan Area from which all surface water, waterways and waterbodies drain into Sylvan Lake.

Top of Bank: The transition line between the slope where the grades exceed 15% and the adjacent upland area where the grade is less than 15%.

ACRONYMS

BIA: Biophysical Impact Assessment

ES: Environmental Screening

IDPC: Intermunicipal Development Plan Committee

PNSA: Preliminary Natural Site Assessment

SLMC: Sylvan Lake Management Committee

Summer Village of Birchcliff

January 21, 2021

Council & Legislation

Request for Decision

Agenda Item: IT Upgrade Recommendation

Background:

Administration would like to proceed with the purchase of a new server prior to moving into the new space. It is recommended that we have the new server up and running in the current space and then move it so we can mitigate any potential issues before dealing with the move.

The cost of the new server would be split equally between the 5 Summer Villages with funds to come from each municipality's IT Reserve and would cost \$3,572 with a monthly fee of \$50. Included is one year of Managed Services, which includes 24/7 monitoring of the server, Windows critical and ongoing service patches, monitoring of backups to ensure they are working correctly, and unlimited service and support. Should the summer villages wish to continue with this service after the first year, there would be a service charge of \$750 per month (split by the 5 summer villages).

Attached please find the quote for the new server along with the IT Infrastructure Review and Recommendations report, very helpfully put together by Bob Thomlinson.

Administrative Recommendations:

That Council approve the use of the IT Reserve to purchase a new server with one year of monthly service, to be renegotiated after the first year.

Authorities:

n/a



Quote

for

NEW Server for MuniSoft, File Storage, and Managed Services

Exclusively for

SYLVAN SUMMER VILLAGE

Prepared for Tanner Evans

Updated by: Stephen Lloyd

Date: October 29, 2020



Prepared For: Quote Information:

Name: Quote #: 20209356 v2 **Tanner Evans** Company: **Summer Village Administration** Date Created: November 25, 2020 **Address:** Bay8, 14 Thevenaz Industrial Trail

City, Prov, PC: Sylvan Lake, AB, T4S 2J5

Phone #: 403.887.2822

Email: tevens@sylvansummervillages.ca Date Expires: December 18, 2020

Representative: Stephen Lloyd / Steve Longhurst

Phone #: 403-899-2177

stephen@longhurstconsulting.com **Email:**

Hello Tanner,

The following is an updated proposal from the review questions and conversation with Bob Thomlinson Included are the following items:

New Server – this is a solid Entry-level server that will suit your needs well for several years with room to add storage and options as needed.

Backup Options. Two options are presented.

1. Recommended – Datto Alto

Datto is a leading backup and disaster recovery company, specializing in advanced backup products. The Datto Alto will create a full image of the server and then update that image continually through the day. These incremental backups are typically set for once every hour but can be as short as every 15 minutes. The system automatically copies the daily backup files to a secure cloud data center. Granular file recovery on-site, and in the event of a significant disaster on premise the servers can be virtualized in the cloud for continued access.

2. QNAP Reprovisioned as a Backup Device

Windows Backup set up on each server and directed to the QNAP. Requires manual management of off-site USB drives. Note: Existing drives in QNAP would be removed for archival purposes. Would only provide a single daily backup of each server.

Managed Services Summary – 24/7 monitoring of equipment, unlimited service response and support, reduced rate on projects, and systems health reporting.

Please feel free to contact me if you have any questions.

Regards,

Stephen Lloyd

^{*}No intervention is required on behalf of the staff of Sylvan Summer Village

^{*}Daily staff intervention (recommended) to plug in a USB drive and coordinate off-site removal.



Server & Network

Description	Price	Qty	Total
WATCHGUARD FIREBOX T20 with 3-Year Standard Security	\$1,150	1	\$1,150
Suite Firewall Network Protection			
HPE ProLiant ML350 Gen10 performance tower server with	\$8,550	1	\$8,550
Intel Xeon Silver 4210 processor, 64 GB memory, Dual 800W			
PSU, 4x 960GB Storage SSD Mixed High-Performance HD			
Server Software			
Microsoft Windows Server 2019 16core	\$1,225	1	\$1,225
Microsoft Windows Server connection Cals 5Pk	\$280	2	\$560
Microsoft Remote Desktop Cals (for 10 concurrent users)	\$180	10	\$1,800
Trend Micro Endpoint Worry Free Business Security Standard	\$50	3	\$150
Anti-Virus (annual for 3 servers)			
APC UPS Smart Battery Backup	\$750	1	\$750
 Protect Server from unexpected power outages 			
Microsoft 365 (to use RDP, need to change licensing from	\$10.60 / user	9	\$95.40 / month
Business Standard to E3. \$16 / user to \$26.60 / user.			
Labour	\$12,250	1	\$12,250
 Install and configure Server, setup VM's (2) 			
 Join users to new domain controller, migrate data, 			
anti-virus setup, and VPN configuration			
 Coordinate the install of MuniSoft 			
 One year of unlimited service and support to ensure 			
the system is functioning correctly, including:			
 24/7 server monitoring, performance optimization 			
 Windows critical and on-going service patches 			
 Monitoring backups to ensure viability 			
		Total	\$26,435.00
	Monthly Recurri	ng Total	\$95.40

Managed Services (after first year)

Description	Price	Qty	Total
Server Managed Services (monthly)	\$750 / month	12	\$9,000 / year
- 24/7 Monitoring of Server			
 Windows Critical and on-going service patches 			
 Monitor Backups to ensure they are working correctly 			
 Unlimited Service and Support 			
Onboarding & Systems Documentation	\$750	1	Included
	Year Or	ne Total	\$9,000.00

^{*}renewable on a monthly basis after the first year.



Backup Options

The state of the s				
Option 1 – Datto Alto	Price	Qty	Total	
Datto – Alto 3 (2TB)	\$0	2**	\$250 / month	
 2TB Backup and Disaster Recovery Appliance 				
- 3-Year Hardware Warranty	\$125 / server			
 *1-year commitment for no-charge appliance 				
 ** Assuming back up DC/File Server/MuniSoft Server 				
and RDP Server				
Labour	\$425	1	\$425	
 Install and setup of Datto Alto 				
 Configure on 2 servers (DC/File server & MuniSoft) 				
 Verify and test backups 				
Totals (Fixed / Monthly)	\$425 (one-time) / \$250 monthly			
	Price Qty Total			
Option 2 – QNAP	Price	Qty	Total	
Option 2 – QNAP Replacement 2TB Drives for QNAP (4)	Price \$120	Qty 4	Total \$480	
		- 1		
Replacement 2TB Drives for QNAP (4)		- 1		
Replacement 2TB Drives for QNAP (4) *1TB drives not available	\$120	4	\$480	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days	\$120	4	\$480	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days *4TB will offer better transfer speeds than 3TB	\$120 \$175	5	\$480 \$875	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days *4TB will offer better transfer speeds than 3TB Labour	\$120 \$175	5	\$480 \$875	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days *4TB will offer better transfer speeds than 3TB Labour - Remove current drives, archive/store	\$120 \$175	5	\$480 \$875	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days *4TB will offer better transfer speeds than 3TB Labour - Remove current drives, archive/store - Install new drives, configure RAID, setup file share	\$120 \$175	5	\$480 \$875	
Replacement 2TB Drives for QNAP (4) *1TB drives not available External WD 4TB USB Drives, off-site rotational, 5 days *4TB will offer better transfer speeds than 3TB Labour - Remove current drives, archive/store - Install new drives, configure RAID, setup file share - Create backup routine for each server, point to QNAP	\$120 \$175	5	\$480 \$875	

SUMMARY

Description	Total
Server and Network	\$26,435 / \$95.40 per m
Datto Option 1 (recommended)*	\$425 / \$250 per month
Managed Services (after first year)	\$750 per month
Total	\$26,860.00
Monthly Recurring Total (first year)	\$345.40

^{*}Taxes, shipping, handling and other fees may apply. We reserve the right to cancel for pricing or errors.

Signature Conf Name (print):	irmation			
Signature:				
Date:				



Managed Server Summary

This Managed Server Support Agreement is an agreement whereby IT Service and Support are provided by Longhurst Consulting to the customer for the covered systems as indicated.

Service Summary

- IT Service Response and Resolution of existing systems and staff
- Proactive management and monitoring of Servers
- Backup monitoring and testing
- Asset management

Managed Services

IT Service Response

- Respond to all Information Technology (IT) service requests in a timely manner
- * Record, track and report on all service requests and proactive efforts
- System Administration through the application of IT best practices to the Customer's systems and line of business applications.
- Security Device Management, including Firewall/Router, Anti-Virus, Backups, and security accounts.
- Assist with Applications as supported by the vendor
- The Longhurst Consulting at no time assumes responsibility for software subscriptions or support.

Asset Management

- Create and maintain IT documentation
- Compile a comprehensive hardware and software asset inventory
- Maintain Warranty and Subscription information

Backup Monitoring and Testing

Longhurst Consulting believes it is essential to consider Backup and Recovery as a critical system within any IT infrastructure. Backup Monitoring and Testing includes:

Weekly review of backup logs, correction of issues, escalation of ongoing issues, monthly recovery test of individual files, quarterly review of configuration, and an annual backup strategy review.

Monitored Workspace

Longhurst Consulting utilizes current tools and systems to monitor the Customer's IT system infrastructure. This system will report on the performance, operation, and usage of the physical hardware (CPU, RAM, Disk, and Network). As well, any monitored risk point will provide an alert and enables Longhurst to respond quickly, often before a failure becomes a problem.

^{*}Other devices can be added for management such as desktops, printers, and smartphones



Proactive Management

Longhurst Consulting will conduct a proactive maintenance schedule as follows

Weekly – Backup check, Server performance, Security systems check (Anti-virus, SPAM, Anti-Malware as available), and Critical Windows updates.

Monthly – Backup restore test, all approved Windows updates, and on-site physical check.

*Done in addition to the weekly checks

Quarterly – Software licensing review, Security check (old accounts removed), Hardware diagnostics, UPS (power backup) test.

*Done in addition to the monthly checks

Yearly - Backup strategy review, Warranty review, and Subscriptions review.

*Done in addition to the quarterly checks

Additional Services (Exclusions)

Managed Services is designed to provide service and support to the existing staff and infrastructure at the Customers site(s). To help ensure and maintain reasonable fees for the services included, the following areas are not accounted for within the fee structure. Other limitations may apply.

- Support for all systems not covered under the agreement
- Projects: those items identified as new or a change to existing infrastructure.
- Moves: Physical office moves, relocation of primary infrastructure equipment to new location or office space
- Additions: Adding and configuring new computers to the environment.
- Disasters: Recovering and rebuilding after floods, fires, earthquakes, lightning strikes, pipe leaks, power surges or system failures. Services to migrate to new equipment after significant hardware failure.
- Legacy Hardware: we reserve the right to limit the age of the software and hardware supported.

Note: Any additional fees charged outside of this agreement will be quoted and must be approved by the Customer before work can commence.

Fair Pricing Adjustment

Managed Services is a flat fee IT support system, Longhurst will periodically review this service with the customer to ensure a Fair Pricing model that matches the service needs of the customer

Memo

To: Tanner Evans, CAO, Sylvan Summer Village Administration

Copy:

From: Bob Thomlinson Date: November 1, 2020

Subject: Review of IT Infrastructure and Recommendations for Improvements

Further to your request for assistance, this memo summarizes the results of my review of the current IT infrastructure including the challenges, and the risks it presents. This memo also provides a description of the modern technology alternatives that were not available when the current IT infrastructure was installed. This memo concludes with a recommendation for changes and is accompanied by a quote for equipment and services to implement those recommendations.

The attached quote is from Longhurst Consulting, your current IT support vendor. I have not obtained competing quotes, as is our normal practice, due to the time and effort that would be required to educate other vendors on our specific environment and our needs. I also have security concerns about exposing information regarding our IT infrastructure to external organizations with whom we do not have an established trust relationship. I have verified the reasonableness of all the proposed products and costs in the quote using independent sources. This verification process resulted in several revisions and the elimination of some products and services I felt were either not needed or beyond our budget. I also discussed the quoted labour costs and the services we would get with the vendor in detail. Based on my long career history in the IT industry I believe the labour costs quoted are reasonable to acquire, configure and install the proposed solution.

For simplicity and ease of comparison throughout this memo, the IT environment will be discussed under five separate sub-headings within each major section. The major sections are:

- 1. Current IT Environment
- 2. Modern Technology Alternatives
- 3. Proposed New IT Environment

The sub-headings are:

- 1. Applications & Data
- 2. Workstation Technology
- 3. Network Technology
- 4. Shared Services and Server Technology
- 5. Business Continuity Strategy for IT
- 6. Remote Access & Work-From-Home Capabilities
- 7. IT Support Services

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1. Current IT Environment Summary

A short description of the current IT environment would be - a traditional Microsoft Windows centric local area network with Windows 10 desktop PC workstations sharing documents and printers from a central file & print server and accessing financial data from a shared Microsoft SQL database server.

1.1. Applications & Data

The SV Administration office primarily uses two application suites with two sets of associated data. Almost all documents, spreadsheets, emails, presentations etc. are created and maintained within the Microsoft Office 365 suite. All financial and municipal government industry specific data (e.g. assessment roll, taxation, etc.) are maintained and accessed through the MuniSoft suite.

In addition to the two primary application suites, which are used by all staff, there are a few specialized applications (e.g. a Geographic Information System) which may have one or two trained users. These applications typically store their data on the shared file & print server.

1.2. Workstation Technology

The SV Administration office currently uses a variety of Windows 10 desktop and laptop PC workstations. The IT industry typically refers to these as "fat-clients" because they have all of the required application software installed on them. Those applications run on the local workstation while accessing documents and data on the shared servers.

Note that the term *fat-client* was coined when *web-based* applications, running on remote servers, started to appear. A descriptive name was needed to distinguish between the traditional PC workstation environment and the very different *web-based* application environment. The term "*thin-client*" is used to describe workstations and devices that do not have application software and data installed locally. To access a *web-based* application, a user only needs a device with a web browser.

1.3. Network Technology

The SV Administration office has both wired and wireless network capability installed. Most of the staff workstations and printers use a wired network connection because that was the cheapest, fastest, and most secure option available in 2013 when we moved into the current office building.

There are two different WiFi networks in the office. The private WiFi network is restricted to staff and has full access to all the internal servers and printers as well as access to the Internet. The public WiFi network only provides access to the Internet. The public WiFi network is provided for the convenience of Councillors and other visitors. Shaw Cable provides the Internet connection as well as the PABX telephone system and a basic cable TV service.

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Note that there is no commercial Firewall protection installed between the office network and the Internet except for the basic protection provided by the Shaw router device and the protection in the Windows operating system. Tanner reported that Shaw did attempt to install some type of black box this year as part of an upgrade, but it did not work and was eventually removed. I suspect this was a commercial class Firewall device based on the nature of the service upgrade being done (described later in this memo).

Prior to Covid-19 the only device in the office that was directly accessible from the Internet was the MuniSoft database server (see description in section 1.4 below). This access was intended to allow MuniSoft to establish a Remote Desktop connection to the server for support purposes. This access method was also used by our former CAO to connect to the office and work from home (further description in section 1.6).

1.4. Shared Services and Server Technology

The SV Administration office operates two (2) dedicated servers in a locked closet on the 2nd floor. The Digital Video recorder for the four (4) security cameras in also located in this closet. However, the video security system is out of scope for this discussion - despite a previous recommendation that it was inadequate and needed to be replaced.

Login authentication and network security services plus shared document storage and shared printing services are provided from a dedicated QNAP device. QNAP is a vendor that provides low-cost specialized server devices that mimic Windows workstations. These devices typically provide better hardware reliability by using redundant mirrored disk drives. This environment is closer to the type of file and printer sharing that would be found in a home network. It is a low-cost solution but has limited security and functional capabilities.

The shared MuniSoft financial database is installed on a Windows 7 desktop workstation. This workstation is not server class equipment and has no hardware redundancies. Neither Windows 7 or Windows 10 is normally considered a server but they do support some types of shared services across a local area network. This "pseudo server" runs a distributable version of the Microsoft SQL database software which is licensed with the MuniSoft application. The actual MuniSoft *fat-client* application software runs on the Windows 10 PC workstations and interacts with the database on the server.

Note that Windows 7 is no longer supported by Microsoft. MuniSoft has advised they were not aware that any of their customers were still using this type of a database server. MuniSoft also advised they still do endorse using a Windows 10 PC workstation as the database server to provide a low-cost solution for their very small customers. However, offices with more four (4) or more staff members using the MuniSoft applications should really be using "server class" equipment running the Microsoft Windows Server operating system. Server class equipment includes features and redundancies designed to improve reliability and provide for continuous operation. Service levels not normally found in PC workstations.

1.5. Business Continuity Strategy for IT

A Business Continuity Strategy is a conceptual summary of preventive (mitigation) strategies, crisis response strategies and recovery strategies that will be carried out between the occurrence of a disaster and the time when normal operations are restored. A Business Continuity Strategy for IT focuses on how the IT environment (including equipment, networks, data, and applications) will be restored to an acceptable service level after a disaster (e.g. fire, theft, vandalism, etc.).

I am not aware that we have a formal Business Continuity Strategy for IT other having a process for regularly scheduled backups. The backups are done separately for each of the two servers, but on a different schedule with one backup copy for each server stored in an offsite location.

The file & print server has a full backup done every weeknight onto one of five portable USB disk drives. These disk drives are labelled Monday to Friday. Each weekday the backup disk drive from the previous night is taken offsite and the previous offsite backup is returned to the office. A similar backup process is done for the MuniSoft database server except that the backup is only done weekly and there are only two (2) portable USB disk drives used.

The server backups do allow for restoration of specific folders and files as they existed at the time the backup was done. This backup process does not support the retrieval of files or folders that were damaged or deleted prior to the 5-day cycle. The Munisoft database backup only allows a complete restoration of the entire database. This means that any transactions or master file changes done with the Munisoft applications since the last backup would have to be re-entered (e.g. up to a week's worth of entries).

The server backups can also be used to restore the entire server disk drive contents, including the operating system, after a catastrophic failure. I am aware of at least one full system restoration that had to be done in the past.

There is no backup done for individual PC workstations. This a low risk since all business documents and data are supposed to be stored on the shared servers. It does mean that PC workstation restoration relies on a manual process of repairing or replacing the hardware and reinstalling the Windows 10 operating system and all the application software. Relying on a manual restoration process is common for small organizations and a rebuild would probably take less than two hours by a trained professional (excluding time for any hardware repairs). In practice, a catastrophic workstation failure is usually the time when a new workstation is purchased.

1.6. Remote Access & Work-From-Home Capabilities

Prior to Covid-19, I would estimate that 95% of all staff interaction with the office IT systems was done from within the physical office premises. The one exception was that the former CAO, Phyllis Forsyth, frequently used a Remote Desktop Connection from

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home to remote control the MuniSoft database server. Since the MuniSoft server is really a Windows 7 workstation, with the MuniSoft application software installed, Phyllis could run the MuniSoft application suite as well as access shared files on the file & print server in the office.

Phyllis also chose to use an Apple iMac rather than a Windows workstation in her office. She also preferred an iPad Pro as her portable device. Both these devices are incompatible with the MuniSoft application. However, Microsoft provides a free Remote Desktop Client application for a wide variety of devices including Apple Macs, iPhones and iPad tablets. So, in the office Phyllis also used a Remote Desktop connect to the MuniSoft database workstation to access the MuniSoft application. Note that the iMac workstation was retired from service when Phyllis left our employment in 2019.

The IT infrastructure includes both an email server and a public website, but both these services are hosted externally (where they should remain). The email server is hosted by Microsoft as part of the Microsoft Office 365 for Business licensing. The website is hosted by Weebly, an eCommerce vendor that specializes in hosting websites and online stores. This means that staff can access their email remotely using a web browser or add their email account onto their personal devices. Since the public website is normally updated from a web browser, this can also be done remotely by anyone with the login credentials.

After Covid-19, and its work-from-home requirements, the SV Administration office had very few options to support widespread and sustained remote access. To be fair, this was a common challenge for most small organizations all over the world. There were really only two strategies that could be implemented in a short period of time.

One strategy would be to provide staff with workstations at home and use encrypted network technology to provide access to the office systems across the Internet. A variation to this strategy would be to install the office applications on the staff's personal workstations at home and use the Internet. Documenting the many reasons why installing business applications on personal workstations is a BAD idea would add many pages to this memo and is therefore out of scope.

Although all the staff all live in locations with access to high speed Internet service, the cost of providing laptop computers and software licenses, as well as supporting them at home during the Covid-19 restrictions, made this a non-starter.

The strategy adopted was to install a free Microsoft Remote Desktop app on staff members personal workstations or devices at home and make a remote desktop connection to control their personal workstation in the office. Although there are potential challenges if the staff member does not have a device with a keyboard and mouse – it appears that any of those challenges were overcome.

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The network challenge was to open up access to each individual desktop workstation in the office and that required a real Internet IP address be assigned to each workstation to allow connections from the Internet.

The original design of the Internet employed a unique Internet Protocol (IP) addressing scheme that never envisioned a day when there would be billions of devices wanting to connect. The solution adopted was to provide organizations with a limited number of connection points to the Internet, using unique IP addresses. Each organization would then use a private internal addressing scheme within their own network. A traffic cop (called a "router") stands at the physical connection point and passes traffic between the inside and outside world. This works fine for Internet traffic which originates from within the private organization's network. It gets much more complicated for Internet traffic originating outside and need to come into an organization's private network.

Since real IP addresses are in short supply, all Internet Service Providers (ISPs) like Shaw Cable, charge significant fees for each additional unique IP address provided — fees which we are currently paying monthly. It is also normal practice to install a security device called a Firewall at each Internet connection point. The Firewall inspects traffic coming into the organization and blocks potential security risks (including hackers). We are not sure what device Shaw installed with the additional IP addresses, but Tanner reports it failed shortly after installation. Since Shaw seemed unable to get it going again, Tanner had it removed and stopped paying for it. I suspect this was a Firewall, which we should have. This means we currently have a material security risk exposure.

In addition to the Internet access issues, Tanner reported various other challenges with staff using a Remote Desktop connection to their office workstations. These challenges are not unique to our office staff and include some simple things, like remembering not to shut off the office workstation. Other automated processes, like Windows Update, can leave a workstation in a state where it cannot be used for a Remote Desktop connection without being rebooted. Resolving these problems usually requires a physical trip to the office.

1.7. IT Support Services

The SV Administration office has a contract with Longhurst Consulting in Red Deer to provide IT equipment and support. There are no scheduled or proactive services included to monitor, detect and/or to try to prevent future service issues. Support services are provided as needed and billed on a time and materials basis.

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2. Modern Technology Alternatives

The SV Administration IT infrastructure was not risk free prior to the imposition of the Covid-19 health regulations and the need to have staff work from home. Covid-19 just forced millions of businesses to adapt as best they could, using whatever infrastructure they had in place. The protracted work-from-home requirements, and its success, in terms of productivity and staff satisfaction, has many organizations looking to retain work-from-home as a normal working option. So, this review of our IT infrastructure and supporting remote workers is neither a unique nor a one-off event.

The principal risk with the current IT Infrastructure is the ability to recover from a disaster, or to design a reasonable Business Continuity Strategy. There is also the complexity of supporting and maintaining the current environment. These two risks are commonly found in small organizations and mitigating them has been a major focus of IT application, equipment, and service providers over the past 10 years.

2.1. Applications & Data

The two most significant trends, relative to our needs, is the emergence of "web-based" and "cloud-based" applications. These technologies are similar in that they both move the processing and the data to a central server. However, there is a subtle distinction that should be explained.

A web-based application (e.g. online banking or shopping) uses a web browser as the user interface. Providers of web-based applications may license them to customers to be hosted on a customer's in-house server. However, the growing trend is for the application developer to host the application on their own servers and rent the usage of the application on a fee basis. True web-based applications benefited from the ready availability of web browsers on all end user devices. However, the need to support multiple web browsers on a wide range of different devices adds complexity due to the capabilities of the browsers (e.g. Chrome, Edge, Safari, Firefox, etc.) and the physical characteristics of the device (e.g. large PC screen versus small screen on a smart phone. Application developers typically incurred increased testing and customer service costs to support the wide variety of web browsers on the diversity of client device types. Developers also have less direct control over the user interface since functionality is limited by the general-purpose nature of web browsers.

The term "cloud-based" is more inclusive but reflects a move away from web browsers as the user interface. The biggest trend has been to cloud-based applications accessed through a customized app installed on the end user's device. Online banking and online shopping offer excellent examples of the transition from web-based access to customised apps that connect to the back-end application hosted on remote servers. Larger online businesses constantly encourage you to download their custom app. However almost all of them continue to offer a web-based interface. Web-based online shopping is still very popular because shoppers can easily flip back and forth between tabs showing similar products from different sellers for comparison.

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For the applications that were designed to run on a PC workstation, where the developer can not afford to convert it to a *cloud-based* version (e.g. MuniSoft), there are also solutions available. Microsoft's Remote Desktop Services technology can be used to remotely control a full Windows session, with *fat-client* applications installed, all running on a server using the Windows Server operating system. The number of concurrent, but separated, Windows user sessions is limited only by the horsepower of the server hardware. The user interface is still the familiar Windows but the client device can be anything with a Microsoft Remote Desktop app. A Remote Desktop apps is currently available for almost everything including smart phones, tablets, PC laptops and desktops, Apple Macs and Linux workstations.

The trend towards *cloud-based* applications has also created a massive market for 3rd party providers of managed infrastructure. Organizations can rent servers and host their applications in secure datacenters located outside their physical office premises. Amazon Web Services was the most aggressive entrant to this market and still has the largest market share. Microsoft, IBM and other companies have also entered this market. Businesses can license applications from the software developers and rent *cloud-based* infrastructure to host them, all without any up-front capital costs or IT staff.

It should be noted that both *web-based* and *cloud-based* applications as well as Windows Remote Desktop sessions rely on a robust back end infrastructure with servers that are capable of carrying the computing load, whether located in-house or in a 3rd party datacentre like Amazon Web Services.

For the record, larger organizations can typically expect overall cost savings by migrating their applications to a 3rd party *cloud-based* datacentre like Amazon Web Services. Smaller organizations have typically found it more expensive than hosting their own servers, unless they don't have a physical facility to hold their own infrastructure.

2.2. Workstation Technology

The trend for workstation has been the move from *fat-client* PC workstations loaded with application software to *thin-client* devices. A smart phone running an online banking app is an example of a *thin-client* device. A staff member using a Remote Desktop connection to their office computer is technically using a *thin-client* interface at home, even if the Remote Desktop app connection is from a bloated home PC full of games and other software.

There is also a significant difference between the network usage for *fat-client* and *thin-client* devices. *Fat-client* devices run the application software locally on the device and typically connect to data stored on a server. Using a *fat-client* application usually involves large amounts of data being transferred back and forth between the device and the server. A *thin-client* device only transmits keystrokes and mouse movements and receives screen updates for the monitor. *Thin-client* devices can continue to provide good response even on a slow network connection (e.g. one-bar of service on a cellular network).

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Two good examples of *thin-client* devices capable of making a Windows Remote Desktop connection would be a Chromebook and the NComputing RX420(RDP) device. The Chromebook is touch screen tablet with an attached keyboard and mouse support running Google's Android operating system. These devices can be obtained for under \$400.00 and an appropriate Microsoft Remote Desktop connection app is available for free from the Google App Store. For business use a Chromebook should really have at least a 15-inch HD monitor (1920x1080 resolution). Expect a price tag of about \$700.00 is more appropriate. For the record I just bought two Asus Chromebooks at Costco for my grandchildren, who are both doing remote schooling at home. They have a 15-inch HD monitor and cost \$689.99 each (a mouse was the only extra).

The NComputing RX420(RDP) is a special purpose black box device that has the Microsoft Remote Desktop connection app embedded. It will not run any other apps. The device is inexpensive, physically small and intended to be attached to one (or two) monitors, a keyboard, a mouse, and a network (none of which are included). These devices are currently available on Amazon.ca for \$230.72 each but can also be obtained for less in quantities greater than one. These devices are especially cost effective when the user already has a monitor, keyboard, and mouse or when a specialized monitor is needed (e.g. the wall mounted monitor in the Council chamber or the video projector in the back).

In reality, most organizations that have staff that are frequently travelling and working remotely will choose a hybrid of *fat-client* and *thin-client* apps on a Windows PC or Apple Mac laptop. Having a full *fat-client* version of apps like the Office 365 suite means staff can continue to be productive even when they are not able to connect to the Internet. Microsoft recognised this trend years ago and released versions of the Office 365 suite (now renamed Microsoft 365) for Windows, Apple Macs, iPads, iPhones, and Android devices.

In 2018 Microsoft also went back into the hardware business offering their Microsoft Surface line of laptops. These are physically similar to Chromebooks (e.g. touch screen monitor, attached keyboard and the ability to fold the keyboard back and use the device like a tablet). However, the Surface laptops are Windows 10 devices with a range of processor power and storage options to support the installation of *fat-client* applications.

There is a downside to staff carrying laptops with *fat-client* apps like Office 365 installed. The ability to do useful work when not attached to the corporate network or the Internet usually involves having staff make copies of documents, spreadsheets, etc. to carry locally on the laptop. There are two risks that an organization takes with this practice. The first is potential confusion over which version is the correct one. This risk has been elevated by the growth in work teams collaborating with products like Microsoft Teams. These products allow staff to make changes to documents and other data concurrently in real time. That doesn't work when a staff member takes a copy to work on unless they are diligent in using the check-out and check-in processes to gain exclusive control of the document.

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The second corporate risk is the potential exposure of confidential information outside the information. Imagine an executive in a public corporation that takes home a copy of a spreadsheet that forecasts the last quarterly earnings — before the information is published according to stock market rules. Laptops do get lost and/or stolen and when that happens, potentially confidential information goes with it. There are good encryption tools available but staff must be trained and be diligent in using encryption.

It may be of interest to know that many organizations with very mobile staff have switched to a "hotelling" office environment. Staff carry a laptop (or other hybrid like a Chromebook or Microsoft Surface) and use it both in the office and remotely. Organizations that have adopted the hotelling model do not assign offices in any specific physical location to their mobile workers. Staff can check-in to any corporate office or facility and use a vacant workspace from a pool – or they can work from home, a hotel room, etc. This model is particularly effective for sales organizations where staff spend a lot of time travelling.

From a cost point of view, studies have confirmed that *fat-client* applications are more labour intensive to configure and support than *thin-client* apps on a device. *Thin-client* app updates that are downloaded from the Apple App Store, the Google App Store or the Microsoft App Store will update themselves automatically. Since there is no regular need to manually update installed *fat-client* applications, *thin-client* apps require less effort and suffer fewer service disruptions - which results in lower operating costs.

2.3. Network Technology

The evolution of network infrastructure is probably more about speed and capacity than technological changes that affect how we work. Routers and Firewalls have existed for years – they just got smaller, faster, and cheaper. Organizations still install structured network cabling in computer rooms and for places where they don't want to open up WiFi access. However, many organizations have adopted WiFi networking as the standard network connection method for staff devices in the office. This has been driven by advances in speed, capacity, security, and cost reduction.

2.4. Shared Services and Server Technology

For the SV Administration office, the term centralized services will probably continue to refer to document and file sharing, printer sharing, the MuniSoft database, the email system (hosted externally) and the public website (also hosted externally).

The most significant changes have been in server infrastructure. Most of this technology change has been driven by demands from corporate datacenters and cloud service providers like Amazon Web Services. These operations need large computing horsepower that minimizes floor space, uses power efficiently, is reliable, supports hot replacement of failed equipment (without turning the server off) and supports hot fail-over. Hot fail-over means that applications and services running on a server that fails are automatically switched to a backup server without interruption, data loss or disconnecting

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any users. There is a lot of technology magic needed to implement hot fail-over servers but there are many organizations (e.g. banks, airlines, etc.) that need that capability.

The most relevant technology improvement to the SV Administration office is the ability of a Microsoft Windows Server operating system to support multiple Windows desktop client sessions which can be accessed using a *thin-client* Remote Desktop app from a wide variety of devices. Coupled with the increases in speed and capacity plus the declining costs for server class equipment, this technology is the fundamental basis of the recommendations I will be making for the SV Administration Office.

2.5. Business Continuity Strategy for IT

Business Continuity products and services have become a massive industry and encompass everything from cloud backup solutions to redundant servers hosted offsite in in 3rd party datacentres. Just so it is clear, the current backup solution being used by the SV Administration office is totally inadequate and needs to be replaced.

An effective backup solution must incorporate four key elements:

- 1. An effective backup solution should allow for the recovery of information at a specified point in time in the past. Example if a document or spreadsheet is regularly edited, without the previous versions specifically being saved under a different name, the backup system should allow for the recovery of any earlier version of the document or spreadsheet based on a specified date and time.
- 2. An effective backup solution must support the complete restoration of all software and data on the protected hardware. This means being able to restore to new hardware if the original hardware is damaged beyond repair (at a cost that makes economic sense).
- 3. An effective backup solution should maintain copies of the protected information offsite, to protect against loss of the facility housing the protected systems.
- 4. An effective backup system should NOT be reliant on human beings remembering to perform some critical task. Effective Business Continuity Strategies must recognise that humans forget and/or make mistakes.

Legacy backup solutions relied on copying data to magnetic tape cartridges or portable disk drives. Modern backup solutions may continue to maintain a local copy of the data on disk. However, they also typically include the ability to upload the contents of the protected systems to an offsite data storage facility in the cloud. Although it is usually faster to restore data from a local disk copy, the offsite cloud copy can be retrieved from anywhere if the physical office facilities have been destroyed. Large organizations with inhouse infrastructure frequently cover themselves by creating onsite backup media AND uploading to offsite cloud storage.

2.6. Remote Access & Work-From-Home Capabilities

At this point it should be clear that my recommendation for the SV Administration office will be use devices where the Remote Desktop app will be used to connect to Windows desktop sessions running on a Windows server in the office. Although there are other advances in remote computing, they usually involve a radical change in how applications are designed and delivered. The SV Administration office has no control over the architecture of the applications they use so there is no point in discussing other alternatives.

2.7. IT Support Services

In the past, IT service providers struggled to provide an affordable all-inclusive packaged support service at a fixed monthly price. Legacy IT infrastructure, and especially older servers and *fat-client* workstations did not support the types of health monitoring and remote administration technology that is available today.

The term "Managed Service Provider" (MSP) started with large service organizations working with their larger customers. Larger organizations with a lot of diverse legacy infrastructure were viewed as worth the risk of fixed pricing a suite of services. Over time the big service providers expected to be able to steer their customers to more modern technologies that would result in lower support costs. Although many of these agreements meant the service providers took a loss in the early stages, eventually customer technology upgrades would these contracts profitable and allow the customers to see real cost reductions in over all support. Today almost every IT service provider of any size offers some form of fixed price Managed Service program to its customers.

3. Proposed New IT Environment

The following section provide detail on the proposed changes as well as justifications covering cost, security, ease of use, stability, and support for an effective Business Continuity Strategy.

3.1. Applications & Data

There are no proposed changes to any of the current SV Administration business applications. MuniSoft is well regarded provider of financial and operational applications that meet the needs of our business segment. Microsoft's Office 365 suite is also the gold standard for business. All other applications are considered either best-in-class for our business needs, or close to it.

3.2. Workstation Technology

To state it simply, the golden age of *fat-client* applications and devices is over.

I recommend that the staff PC workstations in the office be stripped back to *thin*-client devices by removing ALL 3rd party applications including Office 365. Note that there is not supposed to be any documents or data stored on these workstations but this will need to be checked too. These workstations would continue to be used as *thin-clients* running a

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basic Windows 10 operating system with its embedded Remote Desktop app. Staff would connect and login to a *fat-client* Windows session running on a new server described in section 3.4 below.

Eventually these workstations are going to die and need to be replaced. I recommend that management plan to evaluate at least one of the NComputing RX420(RDP) devices as a potential replacement. I believe the RX420(RDP) device could be an effective and cost-effective replacement for the existing Windows CPU boxes. Existing monitors, keyboards, and mice that are in serviceable condition could be reused with the RX420(RDP) device. This evaluation can be delayed until the other proposed infrastructure improvements have been implemented, staff have been trained and the office has comfortably transitioned to the new environment.

There is one exception - the Windows PC used for the Council Chamber display and Zoom video conferencing should remain a *fat-client* workstation with any required applications installed locally. This probably just includes the Zoom app and the Microsoft 365 suite.

I do NOT recommend that staff be issued with *thin-client* devices like a Chromebook which they would use in the office and also take home to work remotely. If a staff member has a permanently assigned desk in the office, then that desk should have a permanently installed *thin-client* device. Carrying devices around increases wear and tear and may mean more frequent replacements. The office would also need to maintain spare devices for staff for when equipment gets damaged or for anyone forgets to bring their device in.

Staff working at home can continue to use the Remote Desktop app on their preferred device if suitable. Since staff may not have a suitable or reliable device at home (with a keyboard and mouse) management will need to decide on whether this becomes a condition of employment (with suitable financial compensation) or that the office provides suitable devices to be used for work-at-home.

Personally, I believe that if remote working is an ongoing job requirement, then the organization should provide the tools. If working from home is an ongoing option, but not a job requirement, then it is a benefit and who supplies the tools will need to be discussed. In reality, staff members need to have a say since they may not have room for both their own personal devices and an office device in their home workspace.

If needed, I would recommend the purchase of dedicated *thin-client* devices like a Chromebook and that these be issued to all staff who need to work remotely. This ensures that the issues of reliability, supportability and life cycle replacement are managed by the business and not the individual staff member. Devices belonging to the business can also have enforceable rules over what other applications can be installed, how the devices are used, and by whom.

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Note that I am NOT recommending that any new devices be purchased immediately for staff working at home. Once the proposed server infrastructure improvements are implemented, the organization could evaluate some portable *thin-client* devices which include a decent monitor, an attached keyboard, and a mouse. This will allow for an informed decision to be made if the need arises.

3.3. Network Technology

The proposed infrastructure upgrade quote includes a commercial class Firewall. This device can also be used to implement encrypted Virtual Private Network (VPN) communications between the remote staff devices and the office. VPN is only one of the network security options available with this Firewall. The actual selection of which security options to implement will require more discussion with our vendor.

The individual unique Internet IP addresses that were obtained from Shaw for the desktop workstations can be cancelled after the proposed infrastructure improvements are implemented. A single IP address for the Router connection and possibly a separate one for the Windows Server should be sufficient. The need for a unique IP address for the Windows server has not been confirmed at this writing.

3.4. Shared Services and Server Technology

The proposed infrastructure replaces the existing two small servers with one larger fit for purpose machine. The proposed equipment configuration has been sized to support all the current applications and data as well as a minimum of 10 concurrent Remote Desktop Windows sessions. All security authentication, file sharing, printer sharing, plus the MuniSoft database and Remote Desktop Services would operate from the one server.

It is expected that up to 20 concurrent users could use this server effectively without any equipment upgrades required. However, increasing the user count beyond 10 users will require more licencing from Microsoft and potentially more licenses from Munisoft.

3.5. Business Continuity Strategy for IT

The proposed infrastructure includes two different backup options with two different cost and benefit profiles.

Backup Option #1 is for a service solution (Datto Alto 3) that backs up the protected servers to an Internet *cloud-based* data storage facility. There is no capital cost attached to this backup solution, but there are operating costs of \$250.00 per month. This service would also be monitored by Longhurst Consulting as part of their proposed Managed Service Agreement described in section 3.7 below.

Note that although the proposed server is just one physical piece of hardware, it must run two independent virtual copies of the Windows Server operating system. This is done to maintain a required separation between the Remote Desktop Windows sessions and all

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other services. Datto, the backup service vendor, counts this as two separate servers at \$125.00 per month each.

Backup Option #2 would repurpose our current QNAP file & print server as an onsite backup storage device. The backup software provided with the Windows Server operating system would be used to perform "incremental" backups to the QNAP attached storage. Incremental backups start by making a full copy of the protected device information and then incrementally add any changed information daily.

This backup option would support recovery of versions of changed or deleted files at any point in time in the past. They can also recreate the full server contents by applying the incremental changes to the original full backup. This solution does not provide an offsite backup copy so five (5) larger portable disk drives would be purchased to make full system backups every weeknight with at least one disk rotated offsite – the same as the current practice. Backup option #2 does have some capital costs for disk drives but does not have a monthly operating cost. Backup option #2 could not be effectively monitored remotely by Longhurst Consulting and would continue to rely on humans to maintain the offsite backup rotation.

My recommendation is for Backup option #1 but if these operating costs are a concern then option #2 is still a much more effective backup solution than we have now.

3.6. Remote Access & Work-From-Home Capabilities

It should be clear that the proposed IT infrastructure improvements effectively make working remotely (from home or any place an Internet connection is available) the same as working from in the office.

The only exception will be the workstation used for the Council Chamber wall monitor and Zoom video conferencing. This workstation can probably be converted to a *thin-client* device in the future but my recommendation is to delay that until all the other changes are finished.

3.7. IT Support Services

The proposed IT infrastructure solution should provide stable and reliable service, but it will still need support. We could stay with time and materials service calls as needed but these would only correct problems and issues after they occur, and the office has already been disrupted. However, I recommend that we purchase the proposed Managed Server Support Agreement and try to prevent issues from occurring in the first place. This service agreement may look like a significant operating cost, but it needs to be compared to the actual costs we have been incurring in the past – and the business impacts of preventable service disruptions. I believe that in the long run this agreement will save us money each year.

IT Infrastructure Review and Recommendations

Although the desktop workstations are not included, the proposed infrastructure changes effectively convert all workstations to *thin-client* devices which can be either easily fixed or replaced. The bulk of the SV Administration IT infrastructure will depend on smooth operation of the Windows server, including the system backup. The proposed Managed Service agreement includes proactive monitoring and intervention on potential issues. It also includes the regular installation of software and security updates (excluding MuniSoft and any other specialized applications like the GIS system).

Note that it is common practice for customers to monitor their service usage against the fixed costs, and to renegotiate their Managed Service Agreement annually based on service levels and actual work required. The vendors expect to do the same assessments, especially after the first year. This is no different than the annual renegotiation of group health benefit costs based on the actual claims history.

Bob Thomlinson Jarvis Bay, Alberta November 1, 2020

Summer Village of Birchcliff

January 21, 2021

Council and Legislation

Request for Decision

Agenda Item: Community Pier Policy

Background:

Administration has attached a draft Community Pier Policy to provide guidelines for a community dock program in the Summer Village for Council's review and consideration.

Options for Consideration:

- 1. That Council review, discuss and provide direction to Administration.
- 2. Council accept as information.

Administrative Recommendations:

1. That Council review, discuss and provide direction to Administration.

Authorities:



Policy Title	Date:	Resolution No.
Community Pier Policy	2021	

1. Introduction:

2. Goal:

To provide guidelines for a community dock program in the Summer Village for the use, access, and enjoyment of the residents.

3. Definitions:

In this policy, including this section, unless the context otherwise requires:

"Pier" - a platform supported on pillars or girders leading out from the shore into a body of water, used as a landing stage for boats.

Expand definitions section

4. Policy:

1) 1 slip/watercraft per residence:

- a. Slips are for the sole use of the property owner.
 - i. Cannot be leased.
 - ii. Can be sold/transferred within our "resident area" and administered through the village details yet to be determined by council later this fall. Are we sure we want to allow this?
- b. Slips can accommodate one boat or two personal watercrafts (sea-doo).
- c. A layout of the shared dock must be submitted to administration. Switching of slip locations is to be done via communication with administration. The slip will remain with the registered property in the event of a sale.

2) Initial buy in:

- a. The pier program is to be entirely funded by the participants in the shared pier.
 - i. Fee is non refundable as the slip remains with the registered property.
 - ii. All associated costs will be paid for by the participating residents.
 - iii. All cheques will be made payable to the Summer Village of Birchcliff as administration of the financial transactions associated with the Community Pier will be handled through the Summer Village Administration office.

- iv. Future slips may be considered by applying to the Summer Village. The application will be awarded or rejected based on what our DLO allows (must fall into our "resident area"). For anyone in the "resident area" that does not initially sign up but wants to at a future time, an application must be made to the Summer Village who will consider it based on what is allowable under the DLO. No member shall have more than one slip.
- v. Future buy in cost to be \$5,000.00 and indexed for inflation.

3) Spring Installation and Fall Removal

a. To be managed by Administration, the Public Works department will contract out the spring installation and fall removal.

4) Signage

a. Appropriate signage to be posted, to be managed by Administration. No unauthorized signage will be permitted.

5) Annual Fee Collection

- a. A budget will be completed annually and divided equally between communal docks. It will be adjusted for inflation annually and will include:
 - i. Administration time fee of 5% \$25
 - ii. Annual costs
 - iii. Reserve for repairs

6) Parking

a. Comply with the Summer village Traffic Bylaw #221-19.

7) Storage

a. No storing of equipment will be allowed on the reserves, storing of the community pier will be offsite arranged by administration. Hoists cannot be stored on municipal lands.

8) Fueling

- a. Fueling can be done on the dock.
- b. Absolutely no storage of fuel containers allowed on the dock or within the reserve area.
- c. Spill kits will be required on each shared pier.

9) Garbage

- a. Pack out what you pack in.
- b. Any waste from fishing should shall not be dumped at the dock or the swimming area.

10) Lake Access to Range Road 15

- a. Will be closed June 1st September 1st of each year according to the Summer village Open Space Maser Plan as it is to be used as a winter access road.
- b. Residents are to have lifts in before that time, the barrier can be moved but only by request to administration.

11) Noise

- a. Quiet time to be respected with no operation of equipment during the following hours as stated in the Community Standards Bylaw #160-11; section 3.4 "Noise or disturbance that annoys or disturbs the peace of any other person is not allowed between 11:00 p.m. and 8:00 a.m. any day".
- b. Be mindful of our neighbors, the shared piers and respective open spaces are not private party spots. Community Standard's Bylaw #160-11; section 3.3 "In determining what constitutes noise likely to annoy or disturb the peace of other persons, consideration may be given, but is not limited to:
 - **1.** Type, volume, and duration of the sound;
 - 2. Time of day and day of the week;
 - 3. Nature and use of the surrounding area"

12) Alcohol or Cannabis

a. No alcohol or cannabis consumed on Municipal land as stated in the Cannabis Consumption Bylaw # 214-18.

13) Fires

a. No fires or BBQ will be allowed in municipal reserves or on the shared piers.

Summer Village of Birchcliff

January 21, 2021

Council and Legislation

Request for Decision

Agenda Item: *Gated Community Policy*

Background:

Administration has attached a draft Gated Community Policy that would allow for the use of gates in a residential community but not restrict access by the general public for Council's review and consideration.

Options for Consideration:

- 1. That Council review, discuss and provide direction to Administration.
- 2. Council accept as information.

Administrative Recommendations:

1. That Council review, discuss and provide direction to Administration.

Authorities:



Policy Title	Date	Resolution
Gated Community Policy	January 21, 2021	/21

POLICY STATEMENT:

The Summer Village of Birchcliff recognizes that there are circumstances where the use of gates in a residential community may be considered provided general public access is not adversely impacted.

REGULATION:

- 1. The CAO (should this be Council?) or designate is authorized to approve and make other determinations with respect to the request for residential community gates located within a right-of-way pursuant to this policy.
- 2. The installation of a residential community gate will only be considered on dead-end roads and where the main use of the road is for access to residential properties only.
- 3. Residential community gates will not be considered on a road that serves other purposes, including recreational uses or access to further residential roads or areas not immediately impacted by the gates. (this is essentially in here saying we can't just gate off the entire west end or something.)
- 4. Plans and specifications for the residential community gate must be submitted and approved by the Summer Village of Birchcliff prior to installation.
- 5. Written approval from all property owners who use the road as access to their property must be obtained by the applicant and submitted with the application. We had discussed perhaps not 100%, but I'm not sure where Council landed on this my feeling is it should be 100% on anyone affected.
- 6. Written approval from any purchaser of lands who use the road as access to their property must be obtained by the applicant.
- 7. The applicant must provide an emergency services plan which addresses how emergency services vehicles and personnel will access the residential community gate if required.
- 8. A residential community gate shall be constructed and operated in accordance with the following general specifications:
 - a) Must be open at all times during daylight hours, in order to allow public access to the County's road allowances. Daylight hours shall mean the period commencing one hour before sunrise and ending one hour after the next following sunset. Did we want to change this to certain hours? I believe AT wants it to be open to the public during the day for access to public lands.
 - b) The Summer Village must at all times have the ability to open the community gate for

GATED COMMUNITY POLICY

access, whether by access code or keys.

- c) Must not interfere with any of the Summer Village's operations, utilities, or emergency services.
- 9. The applicant shall be responsible for the entire construction and installation costs of the said residential community gate and shall carry liability insurance in the amount of \$5,000,000 Dollars, that will save harmless and indemnify at all times the Summer Village of Birchcliff, against all claims for damages. The applicant shall also be responsible for all maintenance requirements or other claims which may arise attributable to the existence and use of the residential community gate on the municipal road.
- 10. The applicant shall keep the residential community gate in a proper state of repair. If in the opinion of the County the residential community gate is not properly maintained, the County may take whatever action considered necessary to either repair or close and remove the residential community gate, all at the sole expense of the applicant.
- 11. The applicant will remove the residential community gate at their expense if the County determines that safety, maintenance, or public convenience is compromised or if the applicant does not adhere to all stipulations of the approval.
- 12. The applicant must be a legal entity that has the authority to enter into a Residential Community Gate Agreement with the County.

Summer Village of Birchcliff

January 21, 2021

Council and Legislation

Request for Decision

Agenda Item: Use of Reserves, Parks, & Pathways Bylaw

Background:

Administration has provided the Use of Reserves, Parks & Pathways Bylaw for Council consideration. The "goals" section has been expanded to include the goals outlined in the Municipal Development Plan and Open Space Master Plan.

Options for Consideration:

- 1. That Council provide 1st reading to the Use of Reserves, Parks, & Pathways Bylaw as presented.
- 2. That Council provide 1st reading to the Use of Reserves, Parks, & Pathways Bylaw as amended.
- 3. Council accept as information.

Administrative Recommendations:

1. That Council provide 1st reading to the Use of Reserves, Parks, & Pathways Bylaw.

SUMMER VILLAGE OF BIRCHCLIFF USE OF RESERVES, PARKS AND PATHWAYS BY-LAW XXX

WHEREAS the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, Part 2, Section 7 and 8 and amendments thereto, authorizes the Council of a municipality to pass bylaws pertaining to the protection of people, property and transportation systems, and

WHEREAS within the corporate limits of the Summer Village of Birchcliff there are reserves, public parks, and pathways under the ownership, control and management of the Summer Village of Birchcliff, and

WHEREAS it is deemed desirable and expedient to provide for the control and use of these reserves, parks, and pathways, and

WHEREAS the Alberta Traffic Safety Act, and amendments thereto, authorizes the Council of a municipality, with respect to highways under its direction, to control, manage and pass bylaws authorizing persons to operate vehicles on any portion of such highways, and

WHEREAS the Council of the Summer Village of Birchcliff considers it desirable and expedient to do so.

NOW THEREFORE the Council of the Summer Village of Birchcliff, in the Province of Alberta, duly assembled, enacts as follows:

TITLE

1. This Bylaw may be referred to as the "Use of Reserves, Parks and Pathways Bylaw"

PURPOSE

- 2. The Summer Village of Birchcliff wishes to preserve the integrity of its Municipal Reserves, parks and pathways for the future. The purpose of this bylaw is as follows:
 - (a) To set forth the objectives of the Village Municipal Reserves, Parks, and Pathways
 - (b) To set forth restrictions on Village Municipal Reserves, Parks, and Pathways
 - (c) To outline action which may be taken in cases of contravention of the Municipal Reserve, Parks, and Pathways bylaw

DEFINITIONS

- 3. In this Bylaw, words have the meanings set out in the Act, except that:
 - (a) "All-Terrain Vehicle" includes a motorized recreational vehicle commonly known as a quad or side by side and is included in the term "off highway vehicle".
 - (b) "Council" means the Council of the Summer Village of Birchcliff.
 - (c) "Firearms" means any weapon from which any shot, bullet or other projectile capable of causing bodily injury or death

- can be discharged and includes air guns, air rifles, air pistols, B.B. guns, sling shots, all types of archery equipment, and gas-powered guns.
- (d) "Highway" means a highway as defined in the Alberta Traffic Safety Act, and amendments thereto and excludes pathways defined in h) below. In this Bylaw the term "road" is synonymous with the term "highway".
- (e) "Off-highway Vehicle" means an off-highway vehicle as defined in the Alberta Traffic Safety Act.
- (f) "Operator" means a person who drives or is in actual physical control of any vehicle.
- (g) "Owner" includes a person renting any vehicle or having exclusive use of that vehicle for a period of more than thirty days.
- (h) "Pathway" means any paved, graveled or natural walkway used by pedestrians and people using mobility aids, such as wheelchairs, and people using bicycles within the Summer Village.
- (i) "Peace Officer" means a member of the Royal Canadian Mounted Police, a Peace Officer, or a Bylaw Enforcement Officer
- (j) "Person" means any person, individual, owner, public body, society, firm or partnership.
- (k) "Reserve" means any area designated as a public reserve, environmental reserve, community reserve, or park, title to which is vested in the Summer Village of Birchcliff.
- (l) "Snow Vehicle" includes a recreational vehicle with motor, skis and tracks commonly known as a snowmobile or skidoo, and is included in the term "off-highway vehicle".
- (m) "Structure" means buildings, sheds, fences, tree houses, swings and similar installations.
- (n) "Summer Village" means the Summer Village of Birchcliff.
- (o) "Trailer" means a vehicle so designated that it may be attached to or drawn by a motor vehicle and intended to transport property or persons and includes any trailer that is designed, constructed and equipped as a dwelling, sleeping or living place.
- (p) "Vehicle" means a motor vehicle as defined in the Alberta Traffic Safety Act.

RESERVES, PARKS, AND PATHWAYS - GOALS

- 4. The Summer Village of Birchcliff is fortunate to have a rich resource in open space areas. These areas are largely undeveloped and enhance the rural setting of the Village. The open space goals as listed in the Municipal Development Plan and Open Space Plan are:
 - (a) To establish and implement policies for the dedication and use of municipal reserves, environmental reserves, and other spaces
 - (b) To conserve, wherever possible, areas having natural attributes so they remain an integral part of the community fabric
 - (c) To encourage the provision of areas for passive recreation opportunities and pathway linkages
 - (d) To provide a network of open spaces which contribute to the character of the community
 - (e) To connect open spaces by a series of trails and pathways
 - (f) To provide access into open space appropriate to the intended use of the open space
 - (g) To conserve areas which are fragile or more susceptible to impairment from inappropriate use or magnitude of use
 - (h) To provide amenities which promote and serve healthy leisure time activities

RESERVES, PARKS, AND PATHWAYS - RESTRICTIONS

- 5. On Village Reserves no person or persons shall:
 - (a) Light a fire;
 - (b) Abandon any garbage or refuse of any kind including animal droppings;
 - (c) Interfere with wildlife;
 - (d) Yell, scream or swear; Cause or permit any noise that annoys or disturbs the peace of any other person, or cause any nusance, as listed in Birchcliff's Community Standards Bylaw;
 - (e) Be in possession of a firearm or other weapon;
 - (f) Use a Reserve to launch trailered watercraft;
 - (g) Use motorized vehicles or ATV's except for specific authorized tasks. Off-highway vehicle use is permitted along the RA15 right-of-way;
 - (h) Cut or remove vegetation without Village approval;
 - (i) Store any private property of any kind on Reserve land, with exceptions where allowed through access and encroachment agreements. Any private property found on Reserve land will result in the removal of the property at the owner's expense.

- 6. No vehicles, off-highway vehicles or trailers are allowed in any reserve or park at any time except for the following:
 - (a) Vehicles, off-highway vehicles or trailers owned by utility companies who require access to their installations for construction, repair or maintenance purposes,
 - (b) Any vehicle, off-highway vehicle or trailer authorized by Council, or the Administrator of the Summer Village, may enter any of the parks or reserves for the construction, repair or maintenance of any structures or for any community event approved by Council,
 - (c) Any emergency vehicle such as those used by Police, fire departments or ambulance services,
 - (d) Snow vehicles and all-terrain vehicles used for winter recreational purposes as per Bylaw XXX Control of Snow Vehicles & Off Highway Vehicles.

In addition:

- (e) Operators of all vehicles and off-highway vehicles shall be responsible for all damage incurred by operation of their vehicles in any reserve or park.
- (f) Off-highway vehicles shall be fitted with a forestry approved spark arrester and muffler that meets OEM noise reduction specifications

LIABILITIES

7. The Summer Village of Birchcliff assumes no liability for any equipment, or its use by the Owner or the Public.

SEVERABILITY

8. Should any section or part of the Bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this Bylaw and the Bylaw remaining after such severance shall be effective and enforceable as if the section found to be improperly enacted had not been enacted as part of this Bylaw.

CONTRAVENTIONS

9. A Designated Officer authorized to enforce this Bylaw under Part 13, Division 4 of the Municipal Government Act, R.S.A. 2000, Chapter M-26, and who has reasonable and probable grounds to believe that a person has contravened any section of this Bylaw, may under the authority of this Bylaw issue a written order, and where this written order is not paid by the offender, a Part 2 violation ticket may be issued under the Provincial Offences Procedures Act R.S.A 2000, Chapter P-34, to that person.

- 10. Any person who contravenes this section can be charged as well as assessed the cost of restoration. Any person who contravenes the provisions of this Bylaw shall be guilty of an offense and liable on summary conviction to the penalty as set out in Schedule "A".
- 11. In some situations, both the Summer Village and the Provincial Government may be involved and occasionally the Federal Government. As a result, penalties can be severe.
- 12. The Summer Village may use physical barriers to control abuse or encroachment rather than involve penalties.

READ a first time this day of , 2021.

READ a second time this day of , 2021.

READ a third and final time this day of , 2021.

Roger Dufresne, Mayor

Tanner Evans, C.A.O.

<u>SECTION</u>	<u>PARTICULARS</u>	<u>PENALTY</u>
Section 5 (a)	Light a fire 1st Offence 2nd Offence within 1 year 3rd Offence within 1 year	\$250.00 \$500.00 \$1000.00
(b)	Abandon any garbage or refuse of any kind, including animal droppings	\$250.00

(c)	Interfere with wildlife	\$100.00
(d)	Yell, scream, or swear	\$100.00
(e)	Be in possession of a firearm or other weapon	\$250.00 to \$2500.00
(f)	Use a Reserve to launch trailered watercraft	\$100.00
(g)	Use motorized vehicles or ATV's except for specific authorized tasks	\$250.00
(h)	Cut or remove vegetation without village approval	\$500.00 + cost to replant
(i)	Store any private property of any kind on Reserve land	\$100.00 + cost of removal

Summer Village of Birchcliff

January 21, 2021

Public Works

Request for Decision

Agenda Item: *Memorial Bench Policy*

Background:

Administration has drafted a policy for the purchase of memorial plaques and corporate sponsorships on benches in the Summer Village greenspaces. Administration would like feedback from Council specifically on the highlighted sections.

Options for Consideration:

- 1. Accept the Policy
- 2. Amend the Policy

Administrative Recommendations:

That Council discuss and provide feedback to Administration

Authorities:

MGA 201 (c) "A council is responsible for

a) developing and evaluating the policies and programs of the municipality;"



Policy Title	Date:	Resolution No.
MEMORIAL BENCH POLICY	January 21, 2021	/21

Introduction:

The Memorial Bench Donation Program provides an opportunity to remember loved ones who have passed and to beautify our open spaces with donations made from the public.

Goal:

To provide guidelines for the addition of memorial benches in the Summer Village for the use and enjoyment of the public, and for the enhancement of the Summer Village.

Policy:

Sponsor:

Individuals, groups of individuals (such as families), businesses, other organizations.

Dedication:

A bench plaque may be dedicated to a deceased person as an "in-memory" donation.

Cost:

The cost to the sponsor a bench and purchase a 4x6 inch memorial plaque is \$1,000. Corporate sponsorships may also be made for larger 8x12 inch plaques at the base of a bench at a rate of \$5,000 for a 10-year term.

Receipt to sponsor:

As donations to Canadian Municipalities are tax deductible, each donation will be receipted.

POLICY: MEMORIAL BENCH POLICY

Location:

Placement of benches will be determined on an individual basis, with the consultation occurring between the sponsor and the Summer Village. Although staff will endeavor to place benches in requested areas, the Summer Village reserves the right to determine bench placement. The Summer Village reserves the right to relocate any bench for operational reasons which may include enhancing the life of the bench by reducing the risk of vandalism.

Plaque:

Plaque inscriptions will be provided to the Summer Village by the sponsor at the time of the application for memorial bench dedication and payment of donation. Standard plaques allow space for five lines of copy, 30 spaces per line (spaces between words are included in this figure). Letters will be 1/4" in height and width. The Summer Village reserves the right to edit inscriptions for appropriateness.

Maintenance:

The Summer Village will maintain each donated bench and its immediate surroundings for the life of the bench.

SUMMER VILLAGE OF BIRCHCLIFF MEMORIAL BENCH DONATION PROGRAM APPLICATION PROCEDURE

PROGRAM OUTLINE:

- Memorial bench plaques may only be purchased to commemorate a deceased individual, family, or group. The Summer Village reserves the right to refuse any application in memory of a publicly controversial individual; a controversial historical leader; a loved one that is not deceased; an animal or a pet or anything that the Summer Village does not deem appropriate.
- Plaques are limited to a standard size and shall not contain wording that is obscene or
 offensive in nature. A maximum of one plaque may be purchased per memorial. Each
 bench will have a maximum of 5 memorial plaques and one corporate sponsorship.
- All plaques must be purchased through the Summer Village of Birchcliff to ensure uniformity in design and appearance.
- Once purchased and installed, the Summer Village will assume ownership of the Memorial Bench. Repair and maintenance as well as life-cycle replacement of the bench will be completed as resources allow.

REPONSIBILITIES:

The Summer Village of Birchcliff is responsible for:

- Administering the Memorial Bench Donation Program in accordance with the procedures outlined;
- Working to select appropriate sites for the installation of benches;
- Care and maintenance of Memorial Benches.

Memorial Bench applicants are responsible for:

- Completing and submitting the required application form to the Summer Village Administration Office;
- Paying the costs as outlined.

SUMMER VILLAGE OF BIRCHCLIFF MEMORIAL BENCH DONATION PROGRAM

MEMORIAL BENCH APPLICATION		
	Date:	
APPLICANT INFORI	MATION	
Name:		
Address:		
City/Town:		
Postal Code:		
Phone Number:		
Email Address:		
In Memory of:		
Specific Wording fo	r Plaque:	
are included in this figreserves the right to e	by space for five lines of copy, 30 spaces per line (spaces between words gure). Letters will be 1/4" in height and width. The Summer Village edit inscriptions for appropriateness. The Summer Village may request a rding be sent in to assure that wording is accurate.	

POLICY: MEMORIAL BENCH POLICY

INVOICING	
Address (If di	fferent than listed above)
Address:	
City/Town:	
Province:	
Postal Code:	
Cost: \$1,000 f	or memorial plaque, \$5,000 for a corporate plaque.
this is not an invo	oice. An invoice will be forwarded later.
The Summer Vill	age reserves the right to relocate any Memorial Bench.
Applicant Sig	nature:
Date:	
Application A	pproved: Summer Village Authority
	Summer Village Authority
Dato:	

Summer Village of Birchcliff

January 21, 2021

Public Works

Request for Decision

Agenda Item: Snow Removal Policy

Background:

Administration has created a draft for an updated snow removal policy to reflect recent changes to snow plow routing. Changes have been marked with yellow highlighting.

Options for Consideration:

- 1. Accept the Policy
- 2. Amend the Policy

Administrative Recommendations:

That Council discuss and provide feedback to Administration

Authorities:

MGA 201 (c) "A council is responsible for

a) developing and evaluating the policies and programs of the municipality;"



Policy Title	Date:	Resolution No.
SNOW REMOVAL POLICY	January 21, 2021	/21

Purpose and Scope:

The purpose of this policy is to provide safe traffic movement and driving surfaces wherever reasonably possible. This policy shall set out procedures and priorities for snow clearing and ice control for the Summer Village of Birchcliff.

Definitions:

A major snowfall shall be considered to have occurred when snowfall reaches an accumulated depth of 10cm or more.

Specific Procedures:

Snow Ploughing – Snow ploughing shall be undertaken following a major snowfall, or a snowfall which results in unsafe or drifted road conditions. When the aforementioned conditions exist, the contractor will be contacted. The contractor will start the required snow ploughing within 12 hours of being contacted by the Village Administrator or designate. Snow shall be ploughed to the sides of the streets and the contractor shall minimize windrows left in front of driveways. Arrangements may be made with the contractor which will allow him to initiate snow ploughing when conditions are such that snow ploughing must be undertaken.

Street Sanding – Streets shall be sanded when normal winter driving conditions become a hazard to public safety. When the aforementioned conditions exist, the contractor will be contacted by the Administrator or designate and the sanding will be undertaken in the following areas:

- Village Road Intersections
- Road curves
- Hills

Sand shall be placed at intersections on the incoming lanes which are signed to either yield or stop.

Arrangements may be made with the contractor which will allow him to initiate sanding when conditions are such that sanding must be undertaken.

POLICY: SNOW REMOVAL POLICY

Operators shall take care not to operate the spinner when meeting vehicles.

General:

The Administrator has the right to apply snow ploughing or sanding to any area of the Village if, in their opinion, a safety hazard is being created.

Snow cleared across a public right-of-way must be pushed completely off the road.

Priorities:

Snow clearing will first be completed along Birchcliff Road from RR 14 through to the west end of Birchcliff. Operators will then proceed to clear snow in Sunbreaker Cove. Once completing snow clearing in Sunbreaker Cove the snow removal contractor will return to Birchcliff and clear all remaining roads and closes.

Mayor		
Administrator		

Summer Village of Birchcliff

January 21, 2021

Planning & Development

Request for Decision

Agenda Item: Superior Safety Codes Contract Renewal

Background:

The Safety Codes Services Agreement between the Summer Village and Superior Safety Codes has expired December 31, 2020. Superior would like to enter into another 3-year agreement with the Summer Village.

There have been no changes to the contract including the fees schedule since the last renewal in 2017.

Options for Consideration:

- 1. Council renew their agreement with Superior Safety Codes for another 3-year term.
- 2. Council accept as information.

Administrative Recommendations:

1. Council renew their agreement with Superior Safety Codes for another 3-year term.

Authorities:

Safety Codes Act

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS	DAY OF	, 2020.
RETWEEN:		

SUMMER VILLAGE OF BIRCHCLIFF Bay 14, Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5 "The Municipality"

-and-

SUPERIOR SAFETY CODES INC. 14613-134 Avenue Edmonton, AB T5L 4S9 "The Agency"

RECITALS

- 1. The Summer Village of Birchcliff, hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:
 - Building
 - Electrical
 - Plumbing
 - Gas
 - Private Sewage

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

Compliance

Appeal

Emergency

• Enforcement (no charge up to 8 hours; \$125.00/hour after 8 hours)

Investigation

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

- 2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,
- 3. The Municipality agrees to exclusively engage the Agency for the delivery of the Services listed in Recital Clause 1, pursuant to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the said parties covenant and agree as follows:

1 INTERPRETATIONS

1.1 Definitions

- a) "Accredited Agency" means a Corporation designated as an accredited agency under the Act;
- b) "Accredited Municipality" means a municipality that is designated as an accredited municipality under the Act;
- c) "Act" means the Safety Codes Act, as amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- d) "Agency" means Superior Safety Codes Inc. carrying on business as Superior Safety Codes Inc.;
- e) "Agreement" means this document, Schedule A (the Quality Management Plans for the Municipality) and Schedule B (the Fee Schedule) as amended from time to time;
- f) "Commencement Date" is the date this Agreement was accepted and executed by the Municipality, as indicated on this Agreement;
- g) "Events of Default" means any one or more of the Events of Default specified in Article 5 hereof;
- h) "Permit Regulation" means Alberta Regulations, A.R. 204/2007 as amended;
- i) "QMP Manager" means the person designated by the Municipality pursuant to Clause 3.21.a of this agreement and the "person responsible" under Schedule A;
- j) "Record" means an intelligible record of information in any form, including notes, books, documents, maps, drawings, photographs, letters, vouchers, permits, and papers and any other information that is written, photographed, recorded or stored on any manner, but does not include software or any other mechanism that produces records;
- k) "Safety Codes Officer" (SCO) means an individual designated as a safety codes officer under the Act;
- "Services" means the functions, duties, tasks, and responsibilities as described in this Agreement and the Act, and without limiting the generality of the foregoing, includes the provisions of inspections and compliance monitoring services as listed in Clause 3.1.a.
- m) "Term" has the meaning attributed thereto in Clause 4.1.a

1.2 Rules of Interpretation

- a) In this agreement, unless expressly stated to the contrary or the context otherwise requires:
 - i) a reference by numerical or alphabetical designation or both to an Article, Clause, Section, Subsection, Paragraph or Schedule shall refer to the Article, Clause, Section, Subsections, Paragraph or Schedule bearing that designation in this Agreement;
- b) All monetary amounts refer to the lawful currency of Canada;

- c) Any reference to all or any part of any statute or regulation refers to the parts, statute or regulation as amended or re-enacted from time to time;
- d) References to "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one of the parties to this Agreement.

2 APPOINTMENT

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

3 AGENCY SERVICES AND COMMITMENTS

3.1 Agency Duties

- a) The Agency shall:
 - i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality's Quality Management Plans attached as Schedule "A" to this Agreement. The Services shall be provided within the scope of the Agency's accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
 - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
 - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
 - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
 - v) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

3.2 Agency Performance

- a) The Agency shall, as outlined in this Clause:
 - i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
 - endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner's representative(s) to achieve compliance with the Act; and
 - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

3.3 Agency Personnel

- a) The Agency shall, as outlined in this Clause:
 - employ persons knowledgeable about the applicable codes, standards and regulations, relative to Services it provides;
 - employ or engage Safety Codes Officers (SCOs) who are certified and designated (received appropriate designation of powers) to provide compliance monitoring relative to the Services the Agency provides;
 - iii) maintain a registry of all SCOs they employ, and their level(s) of certification, and designation of powers.

3.4 Quality Management Plan Training

- a) The Agency shall:
 - train its SCOs in the requirements of the Municipality's QMP appropriate to their discipline and Services;
 - ii) maintain the training records on the Agency SCO file;
 - iii) ensure its SCOs have ongoing access to a current copy of the Municipality's QMP appropriate to their discipline and Services.

3.5. Compliance Monitoring

- a) The Agency shall monitor compliance through a program of plans examination (when applicable), site inspection and follow-up inspections or verification of compliance (when applicable), to provide a degree of assurance of compliance with the Act and associated codes and standards.
 - i) the Agency SCO shall:
 - endeavor to inspect by the second (2nd) working day following the date of receipt of a request for an inspection and will not exceed five (5) working days;
 - inspect to determine if the work under a permit complies with the Act and relevant codes and standards;
 - inspect at the stage(s) indicated in the discipline specific sections of the QMP; and,
 - inspect all work in place at the time of inspection.
- b) The time frame for required site inspections for the permit may be extended with written permission from the QMP Manager on an individual basis.
- c) The Agency SCO shall, for each inspection required by the QMP:
 - i) complete an inspection report as accepted by the QMP Manager;
 - ii) provide copies of inspection reports to the permit applicant, contractor, owner (if requested), Municipality and the Agency file;
 - iii) perform follow-up inspections as required by the QMP,
 - iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
- d) The Agency SCO shall record on the inspection report:
 - i) the stage(s) of work being inspected;

- ii) a description of the work in place at the time of inspection; and
- iii) all observed Deficiencies or Unsafe Conditions.
- e) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
- f) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
- g) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
- h) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

3.6 Consultative Services

- a) The agency shall provide consultative services to municipal residents, including:
 - i) technical advice;
 - ii) advice and interpretation on related codes and standards.

3.7 Situations of Imminent Serious Danger

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
 - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
 - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

3.8 Orders

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
 - i) first make every reasonable effort to facilitate conformance with the Act;
 - ii) issue an order in the format accepted by the QMP Manager;
 - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
 - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
 - v) carry out an order in accordance with the Act.

3.9 Variances

- a) The Agency's SCOs may, upon written request from the owner, issue a variance. The Agency's SCO, when issuing a variance shall:
 - i) issue a variance in conformance with Section 38 of the Act and Safety Codes Council policy;

- ii) issue a variance only on a project where the Municipality has issued a permit;
- iii) issue a variance in the format accepted by the QMP Manager;
- iv) ensure a variance provides an equivalent or greater level of safety;
- v) issue a variance only for site specific applications;
- vi) record the details of a variance in the project file;
- vii) provide copies of a variance to the person(s) requesting the variance, the QMP Manager, the owner, the Technical Administrator, and;
- viii) issue a variance only when the safety or rights of others is not compromised; and
- ix) issue a variance only when it does not have a broad scope or impact on provincial basis.

3.10 Records

- a) The Agency shall maintain a file system, to the satisfaction of the QMP Manager, for all the records associated with performing the Services including:
 - i) permit applications and permits;
 - ii) plans, specifications, and other related documents;
 - iii) plans review reports;
 - iv) requests for inspections;
 - v) inspection reports;
 - vi) verification of compliance;
 - vii) variance;
 - viii) orders;
 - ix) occupancy certificate, and;
 - x) related correspondence and/or other relevant information.

3.11 File Flow

a) upon approval of a development application, the Municipality will submit the file to the Agency for review.

3.12 Ownership of Records

- a) All Records and other materials whatsoever related to the Services provided under this Agreement are the property of the Municipality and will be given to the QMP Manager immediately upon request.
- b) The Municipality has full and unfettered access to all records of the Agency relating to the provision of Services under this Agreement including the right to enter the Agency's premises at any reasonable time in order to inspect, review or retrieve such records.

3.13 Records Management

- a) The Agency shall:
 - abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for

- information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;
- ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
- iii) disclose the information only with the consent of the QMP Manager; and
- iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
- c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
- d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
- e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

3.14 Collection and Payment of Fees

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Agency shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). On a monthly basis, the Agency will pay the Municipality for their share of the issued permit fees.
- c) The Agency agrees to pay the Municipality remuneration in the amount of 20% of the permit fees set forth in Schedule B.
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.
- e) Permit fees will be reviewed on annual basis to factor in inflation.

3.15 Workers' Compensation Coverage

a) Prior to the Agency commencing the provision of Services under this Agreement, the Agency shall provide written certification of current and appropriate Worker's Compensation coverage through an account in good standing with the Alberta Worker's Compensation Board (WCB). The Agency shall maintain the account in good standing throughout this Agreement.

3.16 Regulatory Requirements

a) The Agency shall comply with the requirements of the municipal, provincial and federal legislation, which includes, but is not limited to, the provincial Employment Standards Code, Labour Regulations Codes, and the Occupational Health and Safety Act.

3.17 Insurance

- a) Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Agency shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality.
- b) The Agency shall provide:
 - i) comprehensive or commercial general liability insurance within limits of not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and annual aggregate, if any, of not less than that \$10,000,000.00 (Ten Million Dollars) insuring against personal injury, bodily injury and property damage (including loss of use thereof).
 - ii) "All Risks" Valuable Papers and Records insurance on all such items pertaining to the Services under this Agreement in an amount adequate to enable their reconstruction; and
 - iii) "Professional Liability/Errors and Omissions" insurance with limits not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence.
- c) The Agency shall provide the Municipality, prior to commencing to provide Services under this Agreement, acceptable evidence of all required insurance.

3.18 Acknowledgements

- a) The Agency acknowledges that:
 - i) the Municipality will contract with no more than one (1) accredited agency;
 - ii) the Municipality may change its accreditation status under the Act.
- b) The Agency and Municipality acknowledge that:
 - i) they will maintain the Municipality's present first rights over Accredited Corporations throughout the term of this contract.

3.19 Relationship of Parties

a) The Agency is an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership, or of a joint venture agreement 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 contractor agreement between two parties at arm's length.

3.20 Notices

a) Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

> SUMMER VILLAGE OF BIRCHCLIFF Bay 14, Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5 Attention: Tanner Evans

> > - and -

SUPERIOR SAFETY CODES INC. 14613-134 Avenue Edmonton, AB T5L 4S9 Attention: Laural Sheeler

b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivered or transmitted on a business day between 8:30 a.m. – 4:30 p.m. Mountain Standard Time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given a telegram, facsimile transmission or personally served. In this paragraph, "business day" means any day except a Saturday, Sunday, or a statutory holiday.

3.21 Liaison

a) The Municipality shall designate the QMP Manager as the Municipality's representative for this Agreement. The Agency will report and be accountable to the QMP Manager with respect to any activities performed under this Agreement.

3.22 Reports

a) The Agency shall provide the Municipality with a report on any aspect of the Services, in the form and manner specified by the Municipality, upon request by the Municipality.

3.23 Indemnity and Hold Harmless

a) The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Agency or its employees in the performance of this Agreement, except if such damage or injury is caused by the Municipality, its agents, or employees.

- b) The Agency shall Indemnify the Municipality and all of the Municipality's Councilors, servants, agents, employees, and persons for whom the Municipality is in law responsible and shall hold each of them harmless from and against any and all liabilities, claims, damages, losses, and expenses, including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.
- c) The Agency shall not admit liability to a third party without obtaining the prior written consent of the Municipality and agrees to obtain the prior written consent of the Municipality prior to any settlements being made with any third party.

3.24 Performance Review

- a) The Municipality may audit or monitor the performance of the Agency to establish the Agency's conformance with this Agreement.
- b) The Agency shall co-operate with the Municipality during the course of a performance review and provide all reasonable support and assistance at the Agency's own expense.

3.25 Termination or Suspension of Agreement

- a) In addition to any other provision in this Agreement, this Agreement may be terminated by the Municipality effective immediately, for cause, upon notice to the Agency.
- b) In addition to any other provision in this Agreement, this Agreement may be terminated by either the Municipality or the Agency for any reason whatsoever upon ninety (90) days notice to the other party.
- c) Before a termination notice is given per Clause 5.1 a), the Municipality will first give the Agency a written warning and thirty (30) days to correct the issue.

4 TERMS

4.1 <u>Term</u>

a) Subject to Clauses 3.25, 5.1 and 5.3 of this Agreement, this Agreement is in force on the Commencement Date of **January 1, 2020** and expires on **December 31, 2022** with a right of renewal upon written agreement of both parties. During the period that such renewal is being negotiated, the existing agreement shall remain in full force and effect.

5 EVENTS OF DEFAULT

5.1 Cause

- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
 - i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
 - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
 - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
 - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
 - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
 - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
 - vii) non-performance or inadequate performance by the Agency of the Services;
 - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
 - ix) an inability of the Agency to provide effective and appropriate Services;
 - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
 - i) its accreditation under the Act is suspended or cancelled;
 - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
 - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

5.2 Survival of Terms

a) Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination date of this Agreement shall continue after such expiry or termination.

5.3 Transition Services

- a) The Agency shall perform the Services for all permits issued under any prior Authorization Agreement in the form and manner and within the time frames prescribed by the Authorization Agreement in effect on the date the permit was issued.
- b) Prior to or on the expiry or termination date of this Agreement, the Municipality shall forward a transition plan to the Agency that details how the Agency is to resolve these matters that may be outstanding as of the date of expiry or termination of this Agreement. Upon receipt of the transition plan, the Agency shall take the necessary steps to resolve those matters in accordance with the requirements of the transition plan (to the Municipality's satisfaction).

5.4 Amendment Provisions

- a) The parties shall not change this Agreement except by written mutual agreement, however the Municipality or its designate may add to, delete, vary or amend Schedule "A" or "B" by giving notice to the Agency in accordance with Clause 3.20 of this Agreement.
- b) The Municipality and the Agency agree that this Agreement will be amended as required to accommodate any changes to the Act, or Permit Regulation.

5.5 General

- a) Time is of the essence in this Agreement.
- b) The Agency shall ensure that its employees, subcontractors and agents comply with the provisions of this Agreement.
- c) Notwithstanding any other provisions in this Agreement, if the Agency fails to comply with the provisions of this Agreement, the Municipality may, without prejudice to any other remedy, correct such defaults at the expense of the Agency.
- d) The rights, remedies and privileges of the Municipality under this Agreement are cumulative and any one or more may be exercised.
- e) The waiver by the Municipality of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate such or of any other provision of this Agreement nor will it be deemed a waiver of any subsequent breach of the same or any other provision Agreement.
- f) This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Alberta.
- g) Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.
- h) This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Municipality.

E-4-A

- i) This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the parties.
- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SUMMER VILLAGE OF BIRCHCLIFF	SUPERIOR SAFETY CODES INC.
Per:	Per:
Per:	Per:

Summer Village of Birchcliff

January 21, 2020

Planning and Development

Request for Decision

Agenda Item: Tree trimming request - Birchcliff Road

Background:

Administration has received a development permit application for demolition from Wade's House Moving to relocate the dwelling from the property of 83 Birchcliff Road (Lot 4&5, Block 3, Plan 4486AX) out of the village. The submitted plans require trimming of trees on Municipal land along Birchcliff Road to facilitate the house move.

The Land Use Bylaw, section 4(8)b states that "The removal of trees and/or shrubs, excavation, grading or drainage alteration on any municipal reserve, environmental reserve or other municipal owned land, without expressed written approval from the municipality, is prohibited".

Options for Consideration:

- 1. That Council approve the trimming of the trees along Birchcliff Road to allow Wade's Home Moving to remove the dwelling from the property.
- 2. That Council deny the request of the trimming of the trees along Birchcliff Road.

Administrative Recommendations:

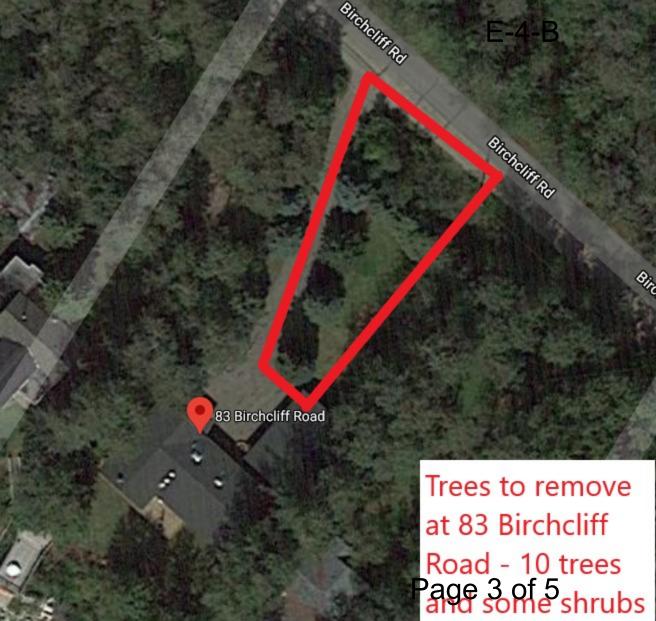
After reviewing all relevant planning documents, it is the recommendation of administration to deny the request of the trimming of the trees on Municipal land along Birchcliff Road for the removal of the dwelling currently on 83 Birchcliff Road. The municipal Development Plan, section 5.3.5 states that "The continuance of the country lane ambiance in Birchcliff is very important such that:

(a) healthy trees and shrubs are to be retained wherever possible along Birchcliff Road and Birch Way".

Authorities:

Land Use Bylaw #170/13. Municipal Development Plan 2013





Kara Kashuba

From: permits@wadeshousemoving.com

Sent: December 8, 2020 4:20 PM

To: Kara Kashuba **Subject:** RE: Demo permit

Attachments: Birchcliff House Move Permit.pdf; Certified copy of Certificate of Title.pdf; Lot Caveat.pdf

Follow Up Flag: Flag for follow up

Flag Status: Flagged

Good afternoon Kara,

Please see attached certificate of title and signed first page of the permit application.

Regarding dust control, please see the note below from the builder:

"As far as our dust control we plan on doing it in the winter as soon as the house is removed. One side there is a house that is being framed. The other side no one lives there in the winter. The amount of dust will be minimal as the house and garage are being moved off site in one piece. The only dust is going to be from the concrete removal which is minimal and a lot less than a gravel road dust."

Payment should be sent out soon and I'll provide you with a cheque number once issued.

Thank you,

Amanda Robinson

Wade's House Moving 6239 65th Street Taber, Alberta

Office: 403-223-1885 Fax: 403-223-4801







Summer Village of Birchcliff

January 21, 2021

Council Reports

Information Item

Council Reports:

Roger Dufresne Ann Zacharias Frank Tirpak

Committee Reports:

Julie Maplethorpe

• Town of Sylvan Lake Library Board

Correspondence:

Parkland Regional Library Board

Upcoming Meetings:

Next Council Meeting: February 18, 2021



THE TOWN OF SYLVAN LAKE LIBRARY BOARD - REGULAR MEETING HIGHLIGHTS

WEDNESDAY - NOVEMBER 18, 2020 - 6:30 PM VIA ZOOM

1. Introductions

The Town of Sylvan Lake Library Board welcomed four new members at this meeting including Councillor Jas Payne representing the Town of Sylvan Lake.

2. Communications

A thank you letter was received, from Tracy Allard, in response to a welcome from the Town of Sylvan Lake Library Board regarding her appointment as the Minister of Municipal Affairs.

3. Treasurer's Report

The Treasurer's report was approved as presented.

4. Director's Report

The Director's report was approved as presented.

One of the highlights from the Director's report noted the relocation of the "Patron Hold Shelf"; this shelf used to be located behind the circulation desk and has been moved out into the open area beside the circulation desk. This change allows patrons ease of access to independently check if requests have arrived while providing more efficiency for the clerks.

The "Little Free Pantry" located within the library is an initiative that was undertaken to allow people within the community to access a food source during all open hours of the library. This need was identified based on the limited hours that the Food Bank is currently open. Recently a fridge was placed within the library so that perishable items could start being offered. Any donations are greatly appreciated.

A donation was received from "100 Women Who Care" in the amount of \$2,300. These funds plus additional funds received from the "Friends of the Sylvan Lake Library" (FOSLL), will be used to purchase high quality study carrels and greatly enhance the non-fiction collection.

5. Open Items

The library continues to be open for regular hours of operation with enhanced safety and cleaning protocols. Vulnerable sector and seniors' hours are Tuesdays and Thursdays from 9:30am to 10:00am.

The Sylvan Lake Municipal Library Health and Safety Program underwent a complete review over the past year and was presented by the Health and Safety sub-committee for comment and approval.

A reminder that the Christmas hours for the Sylvan Lake Municipal Library will be as follows:

December 24th open from 9:30am - 12:30pm / December 25th, 26th and 27th closed

December 31st open from 9:30am - 12:30pm / January 1st closed

Meeting adjourned at 8:15pm.

Next Regular Meeting – January 13, 2021 at 6:30pm



PRL Board Meeting Minutes November 12, 2020

The regular meeting of the Parkland Regional Library System Board was called to order at 10:05 a.m. on Thursday November 12, 2020 in the Small Board Room, Lacombe.

Present: Debra Smith (Board Chair), Gord Lawlor

Present via Zoom: Jason Alderson, Jackie Almberg, Glen Carrit, Lana Curle (Alternate for Rick Pankiw), Colleen Ebden, Kevin Ferguson, Jeanny Fisher, Elaine Fossen, Dwayne Fulton, Bruce Gartside, Barb Gilliat, Jeanette Herle, Agnes Hoveland, Cora Knutson, Stephen Levy, Daryl Lougheed, Josephine McKenzie, Philip Massier, Ricci Matthews, Leah Nelson, Ray Olfert, Terilyn Paulgaard, Jas Payne, Norma Penney, Rosella Peterman, Bill Rock, Heather Ryan, Sharolyn Sanchez (Alternate for Mike Yargeau), Janine Stannard, Les Stulberg, Patricia Toone, Cindy Trautman, Doug Weir, Shannon Wilcox, Bill Windsor, Mary Ann Wold,

Bonita Wood, Mike Yargeau, Ann Zacharias

With Regrets: Dana Kreil, Blair Morton

Absent: Alison Barker-Jevne, Doreen Blumhagen, Bill Chandler, Amanda Derksen, Sandy Gamble,

Clark German, Deborah Juch, Trudy Kilner, Lonnie Kozlinski, Heidi Pierce, Sonia Temple,

Sharon Williamson,

Staff: Ron Sheppard, Donna Williams, Colleen Schalm, Kara Hamilton, Haley Amendt

Call to Order

Meeting called to order at 10:05 a.m. by Smith.

According to section 31 (1) of the Alberta Libraries Act,

Board member disqualification:

31(1) A person is disqualified from remaining a member of a board if the person fails to attend, without being authorized by a resolution of the board to do so, 3 consecutive regular meetings of the board.

As part of PRLS' compliance procedures, board members who send regrets are excused at the start of each meeting.

Motion by Cindy Trautman to excuse Dana Kreil and Blair Morton from attendance at the board meeting on November 12, 2020 and remain members of the Parkland Board in good standing.

CARRIED PRLS 33/2020

1.1 Agenda

1.1.2 Adoption of the Agenda

Motion by Heather Ryan to accept the agenda as presented.

CARRIED

PRLS 34/2020

1.2. Approval of Minutes

Smith asked if there were any amendments to the September 17, 2020 minutes. She noted that under Item 1.2, that the minutes were stated as September 17, 2020 and should be changed to May 28, 2020. Agnes Hoveland noted that she was at the May meeting and the minutes indicated otherwise.

Motion by Bruce Gartside to approve the minutes of the September 17, 2020 meeting as amended.

CARRIED PRLS 35/2020

1.3. Business arising from the minutes of September 17, 2020 meeting

Smith asked if there was any business arising from the minutes. There was none.

2.5. Business Arising from the Consent Agenda

Smith asked if there was any business arising from the consent agenda. Philip Massier requested to discuss the letter of correspondence from Stettler County. It was moved from Item 2.3.2. to Item 3.2.a just before the Election of the Executive Committee, which became 3.2.b.

Motion by Jason Alderson to approve the consent agenda as amended.

CARRIED PRLS 36/2020

Sharolyn Sanchez entered the meeting at 10:12 a.m. Cora Knutson entered the meeting at 10:16 a.m.

3.1. Election of Board Chair

Each year at Parkland's November board meeting, the board chairperson is elected for a twelvemonth term.

Smith turned the meeting over to Sheppard, who asked for nominations from the floor for the position of Board Chair. Janine Stannard nominated Debra Smith. Sheppard asked for other nominations a second time, and asked a third time for nominations.

Motion by Coleen Ebden that nominations cease.

CARRIED PRLS 37/2020

Smith became the Board Chair by acclimation. Smith accepted the position and resumed the duty of Chair.

Leah Nelson entered the meeting at 10:32 a.m.

3.2. a Letter Regarding Stettler Library Board

Philip Massier inquired whether having the newly appointed Stettler Intermunicipal Board would affect the population of the seats on the Executive Committee, as the Town of Stettler and Stettler County are divided into different seats, seats 6 and 8, respectively. It was explained that the municipalities themselves are members, so it does not affect appointment to the Executive Committee. Both Board Representatives, Gord Lawlor (Town of Stettler) and Les Stulberg (Stettler County) were content with the current division of the population for the seats of the Executive Committee and did not want to see a change.

3.2. b Election of the Executive Committee

PRLS' Executive Committee has the ten-member maximum allowed by the Libraries Regulation. The Board Chair accounts for one seat on the committee. In accordance with Parkland's master agreement with the municipalities, members of the Executive Committee shall be selected on a geographical basis. Such selection shall be made by PRL Board members representing that geographical area.

Members were divided into "breakout rooms" on Zoom and a representative was chosen from each area. The Executive Committee was appointed as follows:

Board Chair	Debra Smith – Village of Lougheed
Seat 2	Cindy Trautman – Camrose County
Seat 3	Philip Massier – Red Deer County
Seat 4	Jason Alderson – Town of Rocky Mtn. House
Seat 5	Kevin Ferguson – Town of Ponoka
Seat 6	Bruce Gartside – Village of Donalda
Seat 7	No Representative
Seat 8	Janine Stannard – Town of Coronation
Seat 9	Heather Ryan – Town of Olds
Seat 10	Jas Payne – Town of Sylvan Lake

Motion by Dwayne Fulton to accept the Executive Committee as appointed.

CARRIED PRLS 38/2020

3.3. Advocacy Committee Report

Gord Lawlor, the current Chair of the Advocacy Committee, gave a verbal report to the board. He named the current volunteers from the Advocacy Committee, who all put their names forward to continue on the committee for another year. He talked about the meaning of being a library advocate and some of what the Advocacy Committee had accomplished in the last year.

The newest advocacy tools from the committee include key messages, examples of supporting data, and sample elevator speeches. The committee has also settled on 3 regional key messages that they recommend board members adopt and use when talking about the library.

- 1. The library is a wise investment. We provide a very good financial return on investment.
- 2. The library supports the financial well-being of all citizens.
- 3. The library provides an important point of social connection that supports mental health.

The Advocacy Committee has also provided a dozen elevator speeches demonstrating how to deliver a key message with supporting facts in about 30 seconds. These examples will be posted on Parkland Library's Support Site.

3.4. Election of Advocacy Committee

The current Advocacy Committee working group members are:

Gord Lawlor, Chair – Town of Stettler
Barb Gilliat, Vice Chair – Village of Alix
Bill Rock – Village of Amisk
Cora Knutson – Town of Bentley
Deb Smith, Ex Officio – Village of Lougheed
Janine Stannard – Town of Coronation
Jeanny Fisher – Town of Daysland
Norma Penney – Village of Clive
Shannon Wilcox – Town of Carstairs
Stephen Levy – Town of Sedgewick

Lawlor called for volunteers for the Advocacy Committee; there were no additional volunteers.

Motion by Bruce Gartside to appoint Gord Lawlor, Barb Gilliat, Jeanny Fisher, Cora Knutson, Stephen Levy, Norma Penney, Bill Rock, Deb Smith, Janine Stannard, and Shannon Wilcox to the Advocacy Committee for the next year.

CARRIED PRLS 39/2020

Barb Gilliat entered the meeting at 10:39 a.m.

3.5. Board Signing Authorities

Parkland Regional Library System requires that two trustees act as cheque signing authorities for cheques valued at \$45,000 or more, or, if the Director is unavailable to sign. It is most convenient if the Board signing authorities live or work close to PRLS headquarters.

Smith asked for two board members that live close to Parkland to volunteer be signing authorities.

Ray Olfert entered the meeting at 10:44 a.m.

Motion by Colleen Ebden to accept Barb Gilliat and Ray Olfert as PRLS' board signing authorities.

CARRIED PRLS 40/2020

Motion by Janine Stannard to add Ray Olfert from the Town of Blackfalds to the Executive Committee Seat 7.

CARRIED PRLS 41/2020

3.6. ALTA Board Alternate for Parkland

The Alberta Library Trustee Association (ALTA) board represents the trustees from all ALTA member libraries in the province of Alberta.

In addition to the President, and Past President, the board consists of 10 Directors. Currently, the Parkland Region is represented by Bob Green from the Carstairs Municipal Library. At present they are looking for an Alternate Director from the region.

Bill Windsor from the Town of Didsbury volunteered to let his name stand to be an Alternate Director representing the Parkland Region on the ALTA Board. Parkland will submit his name to ALTA for consideration. There were no other volunteers.

3.7. 2021 Alberta Library Conference

In the normal course of events, Parkland pays for three trustees, plus the Board Chair to attend the Alberta Library Conference. However, due to the COVID-19 pandemic, the conference has been cancelled for 2021.

3.8. Budget Approval Update

Smith shared that the 2021 Parkland budget has been approved by 68.75% of the municipalities representing 71.84% of the population. It was asked that staff share the exact details of the individual responses, which will be emailed to the Parkland board and the municipal administrators within the next week.

3.9. Review of PRLS Investments

According to Parkland's Annual Agenda policy, the Executive Committee is to review Parkland's investments at least twice a year. The meetings for the review of investments in 2020 occur in March and October.

In past years, Parkland only invested its funds in GICs and in a conservative, managed bond portfolio. RBC Wealth Management, Dominion Securities, is the company managing Parkland's investment account. Our investor, Adam Lamb, reported that Parkland's investments are up by 6% since the beginning of the year despite COVID-19 and a weak economy. This is due to PRLS' 10-year bond portfolio having higher interest rates than what has been available during the year.

At the October 8th Executive Committee meeting, staff did not recommend changing Parkland's overall investment strategy of keeping funds in a conservative, managed bond portfolio. Also, PRLS does not currently have funds invested in GICs. The Executive Committee decided to leave Parkland's investment strategy unchanged.

Motion by Ray Olfert to receive for information

CARRIED PRLS 42/2020

3.10. Dates for 2021 Meetings

At present, Parkland is planning on holding board meetings virtually for 2021. Below are the suggested dates for PRLS' 2021 Board meetings.

February 25, 2021 10:00 a.m. – 12:00 p.m. (Annual Report, Year in Review)

May 20, 2021 10:00 a.m. – 12:00 p.m. (2019 Financial Statements presented)

September 16, 2021 10:00 a.m. – 12:00 p.m. (Budget presentation for 2021)

November 18, 2021 10:00 a.m. – 12:00 p.m. (Organizational Meeting)

Motion by Janine Stannard to receive for information.

CARRIED PRLS 43/2020

- 3.11.1. Director's Report
- 3.11.2. Library Services Report
- 3.11.3. IT Report

3.11.4. Finance and Operations Report

Smith asked if there were any questions regarding the Director's, Library Services, IT, or the Finance and Operations reports. There was none.

Motion by Barb Gilliat to receive the Director's, Library Services, IT and Finance and Operations reports for information.

CARRIED PRLS 44/2020

3.12. Parkland Community Update

Stettler Public Library is holding a "Christmas Wine Survivor Raffle" virtual elimination draw at the beginning of December. Cost to join is \$20 per ticket plus a bottle of wine.

4. Adjournment

Motion by Barb Gilliat to adjourn the meeting at 11:02 a.m.

CARRIED PRL 45/2020

Meeting adjourned at 11:02 a.m.

Chair	



PRLS BOARD TALK

Highlights of the Parkland Regional Library System Board Meeting

NOVEMBER 12, 2020

Organizational Meeting

Parkland's board has 8 new members. Board Members in attendance elected the new Executive Committee and Board Chair. Debra Smith was re-appointed Board Chair by acclamation.

Executive Committee

The Executive Committee has 3 new faces, along with returning members.

Debra Smith, Committee Chair (Village of Lougheed)

Bruce Gartside, (Village of Donalda)

Cindy Trautman, (Camrose County)

Heather Ryan, (Town of Olds)

Janine Stannard, (Town of Coronation)

Jas Payne, (Town of Sylvan Lake)

Jason Alderson, (Town of Rocky Mtn. House)

Kevin Ferguson, (Town of Ponoka)

Philip Massier, (Red Deer County)

Ray Olfert, (Town of Blackfalds)

2021 Budget Approval

As of the date of the board meeting, PRLS' 2021 budget was approved by 68.75% of the municipalities representing 71.84% of the population. A list detailing municipal approval has been sent to Parkland's board members and municipalities.

Advocacy Committee

There were no new volunteers for the Advocacy Committee. All the current members chose to remain on the committee for another year. Gord Lawlor, Committee Chair – Town of Stettler
Barb Gilliat, Vice Chair – Village of Alix
Bill Rock – Village of Amisk
Cora Knutson – Town of Bentley
Deb Smith, Ex Officio – Village of Lougheed
Janine Stannard – Town of Coronation
Jeanny Fisher – Town of Daysland
Norma Penney – Village of Clive
Shannon Wilcox – Town of Carstairs
Stephen Levy – Town of Sedgewick

The newest advocacy tools from the committee include key messages, examples of supporting data, and sample elevator speeches. The committee has also settled on 3 regional key messages that they recommend board members adopt and use when talking about the library.

- 1. The library is a wise investment. We provide a very good financial return on investment.
- 2. The library supports the financial well-being of all citizens.
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The Advocacy Committee has also provided a dozen elevator speeches demonstrating how to deliver a key message with supporting facts in about 30 seconds. These examples will be posted on Parkland Library's Support Site.

New Building Update

Parkland took ownership of the new headquarters building on September 30th and rented the old headquarters for \$1 for the month of October from the new owners, the City of Lacombe, until the new building was ready for occupancy.

Moving occurred in a three-stage process over the month of October. The final move, which included the transfer of Parkland's network and staff operations, began on Friday, October 16th and were completed on Monday October 19th. By Tuesday the 20th, Parkland was in full operation.

The final hand-over of the old building to the City of Lacombe occurred on the afternoon of October 28th, thus ending the presence of Parkland Regional Library at the old address of 5404-56 Avenue in Lacombe. Staff are working to establish a date for the new Minister of Municipal Affairs to tour the new building.

Since Parkland cannot hold an open-house to celebrate the new headquarters due to restrictions resulting from the COVID-19 pandemic, staff are preparing a virtual tour that can be put on Parkland's website. The virtual tour will allow stakeholders to get a sense of the new building until an in-person event can be held at some point in the future.

Stronger Together Conference

The 2020 *Stronger Together* Virtual Conference was a tremendous success. This event was created in cooperation with Yellowhead Regional Library, The Peace Library System, and The Alberta Library (TAL). There were 1,155 registrants from across the globe with 730 live participants, as many as, or more than, the number of delegates normally attending the Alberta Library Conference. We are very pleased with the outcomes of this event and plan on a similar conference in 2021.

ALTA Board Alternate for Parkland

The Alberta Library Trustee Association (ALTA) represents the trustees from all ALTA member libraries in the province of Alberta.

Currently, the Parkland Region is represented by Bob Green from the Carstairs Municipal Library. At present they are looking for an Alternate Director from the region. The region includes the City of Red Deer. Bill Windsor from the Town of Didsbury volunteered to let his name stand to be an Alternate Director representing the Parkland Region on the ALTA Board. Parkland will submit his name to ALTA for consideration.

Board Meeting Dates for 2021

At present, Parkland is planning on holding board meetings virtually for 2021.

February 25 - Annual Report, Year in Review **May 20** - 2019 Financial Statements presented **September 16** - Budget presentation for 2021 **November 18** - Organizational Meeting

2021 Alberta Library Conference

In the normal course of events, Parkland pays for three trustees, plus the Board Chair to attend the Alberta Library Conference. However, due to the COVID-19 pandemic, the conference has been cancelled for 2021.

Community News from Trustees

Stettler Public Library is holding a "Christmas Wine Survivor Raffle" virtual elimination draw at the beginning of December. Cost to join is \$20 per ticket plus a bottle of wine.

Board Members Present

Deb Smith, Gord Lawlor

Board Members Present via Zoom

Jason Alderson, Jackie Almberg, Lana Curle (Alternate for Rick Pankiw), Colleen Ebden, Kevin Ferguson, Jeanny Fisher, Elaine Fossen, Dwayne Fulton, Bruce Gartside, Barb Gilliat, Jeanette Herle, Agnes Hoveland, Cora Knutson, Stephen Levy, Daryl Lougheed, Josephine McKenzie, Philip Massier, Ricci Matthews, Leah Nelson, Ray Olfert, Terilyn Paulgaard, Jas Payne, Norma Penney, Rosella Peterman, Bill Rock, Heather Ryan, Sharolyn Sanchez (Alternate for Mike Yargeau), Janine Stannard, Les Stulberg, Patricia Toone, Cindy Trautman, Doug Weir, Shannon Wilcox, Bill Windsor, Mary Ann Wold, Bonita Wood, Mike Yargeau, Ann Zacharias

With Regrets

Dana Kreil, Blair Morton

Absent

Alison Barker-Jevne, Doreen Blumhagen, Glen Carrit, Bill Chandler, Amanda Derksen, Sandy Gamble, Clark German, Deborah Juch, Trudy Kilner, Lonnie Kozlinski, Sonia Temple, Sharon Williamson, Heidi Pierce

PRLS Staff

Ron Sheppard, Tim Spark, Donna Williams, Colleen Schalm, Kara Hamilton, Haley Amendt

Next Meeting: February 25, 2021 10:00 AM.

For more information or if you want a copy of the draft minutes from this board meeting, please contact PRLS.