

**REGULAR MEETING AGENDA
SUMMER VILLAGE OF NORLGENWOLD
January 21, 2022 @ 9:00 A.M.**

A. CALL TO ORDER

B. AGENDA - additions/deletions
 - adoption

C. ADOPTION OF MINUTES - Regular Meeting Minutes, October 29, 2021
 Regular Meeting Minutes, December 17, 2021

D. BUSINESS ARISING FROM MINUTES

- Administration will set up an information session with AEP regarding docks and mooring
- Administration to discuss policing options and a meeting with the RCMP with the Joint Service Committee
- Administration to bring bylaws and policies to Council for information
- Administration working on Council Orientation
- Administration to set up a date with Council in February for Municipal Planning Services to present their "What We Heard" report

E. INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Development Update
- 3) Procedural Bylaw and Council Procedure Policy

F. REQUESTS FOR DECISION

1) Finance & Administration

- a) Penalty Removal Request

2) Planning and Development

- a) Encroachment Agreement

G. COUNCIL, COMMITTEES AND CORRESPONDENCE

1) Council Reports

- a) Mayor Gurevitch
- b) Deputy Mayor Ludwig
- b) Councillor Rattan

Upcoming Meetings

- 1) Council Meeting – February 25, 2022

H. OPEN MIC

I. ADJOURNMENT

Summer Village of Norglenwold
Regular Meeting Minutes
October 29, 2021

Minutes of a Regular Council Meeting of the Summer Village of Norglenwold, Province of Alberta, held October 29, 2021, in the Summer Village Administration Office at Sylvan Lake, Alberta.

IN ATTENDANCE	Mayor:	Cyril S. Gurevitch, Q.C.
	Councillor:	Nav Rattan
	CAO:	Tanner Evans
	Public Works Coordinator:	Chris Loov
	Development Officer:	Kara Kashuba
	Finance Officer:	Tina Leer
	Recording Secretary:	Teri Musseau

Regrets:

Deputy Mayor:	Jeff Ludwig
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CALL TO ORDER	The Meeting was called to order at 9:00 a.m. by Mayor Gurevitch.
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AGENDA APPROVAL

NGC-21-148	MOVED by Councillor Rattan that the agenda be adopted as amended: MOVE: E.2.A. Development Enforcement Costs to after D.5. ADDITION: F.1.H. New Boat Regulations F.A.1. MSI Update with Council Reports CARRIED
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CONFIRMATION OF MINUTES

NGC-21-149	MOVED by Councillor Rattan that the minutes of the Regular Meeting of Council held on September 24, 2021, be approved as presented. CARRIED
NGC-21-150	MOVED by Councillor Rattan that the minutes of the Municipal Planning Commission meeting held on September 24, 2021, be approved as presented. CARRIED
NGC-21-151	MOVED by Mayor Gurevitch that the minutes of the Subdivision and Development Appeal Board meeting held on October 4, 2021, be approved as presented. CARRIED

Summer Village of Norglenwold
Regular Meeting Minutes
October 29, 2021

INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Quarterly Financial Report
- 3) Public Works Report
- 4) Development Update

NGC-21-152 MOVED by Councillor Rattan that Council accept the information items as presented.

CARRIED

FINANCE & ADMINISTRATION

NGC-21-153 Development Enforcement Costs
MOVED by Mayor Gurevitch that Council direct Administration to immediately put the contractor costs in the amount of \$3,000 on the tax roll of Plan 5116AE, Block 3, Lots 7-8, pursuant to the Court Order granted on July 26, 2021, in Action Number 2110-00663.

CARRIED

REQUESTS FOR DECISION

COUNCIL & LEGISLATION

NGC-21-154 Parkland Regional Library Board 2022 Budget
MOVED by Councillor Rattan that Council approve the Parkland Regional Library Board 2022 Budget with a zero percent increase as presented.

CARRIED

NGC-21-155 Sylvan Lake Regional Water and Wastewater Commission
MOVED by Councillor Rattan that the Council of the Summer Village of Norglenwold hereby agrees to the following changes with respect to the Sylvan Lake Regional Wastewater Commission (“the Commission”):

- The name of the Commission shall be changed to the Sylvan Lake Regional Water and Wastewater Commission; and
- The Commission be authorized to provide water services in accordance with its bylaws.

CARRIED

NGC-21- 156 Council Remuneration Policy
MOVED by Councillor Rattan that Council adopt the Council Remuneration Policy as presented.

CARRIED

NGC-21-157 Committee Volunteers
MOVED by Councillor Rattan that Council appoint the following members to the list of current members to the Municipal Planning Commission:

Doug Sharp
Rob Furness

Summer Village of Norglenwold
Regular Meeting Minutes
October 29, 2021

Stuart McKellar

CARRIED

NGC-21-158 MOVED by Councillor Rattan that Council appoint the following members to the list of current members to the Subdivision and Development Appeal Board:

Janelle Allan
Cyndi Teulon upon required training being completed.
CARRIED

NGC-21-159 Lobbying Seminar
MOVED by Mayor Gurevitch that Council accept as information.
CARRIED

NGC-21-160 George Cuff Councillor Training Session
MOVED by Mayor Gurevitch that Administration register Mayor Gurevitch and Councillor Rattan to attend the George Cuff Councillor Training Session.
CARRIED

NGC-21-161 Strategic Planning
MOVED by Councillor Rattan that Council direct Administration to move forward with a strategic plan. Items include:

- Completion of LUB rewrite by spring of 2022
- Open Space Plan to include all municipally owned lands
- Mooring and Docking Plan
- Move forward with annexation process
- Build up reserves
- Review of MDP
- Review of Public Works infrastructure plans

CARRIED

NGC-21-162 New Mooring Regulations
MOVED by Councillor Rattan that Administration facilitate a meeting for residents, either in person or via zoom, providing information on the new regulations.
CARRIED

Council break at 10:20 a.m.

Council reconvened at 10:25 a.m.

COUNCIL REPORTS

- Mayor Gurevitch
- MUNIS 101 Training
 - Subdivision and Development Appeal Board Training
 - Update on Land Purchase

Mayor Gurevitch read and responded to a residents letter that was distributed to residents which expressed concerns for information. The following was discussed:

Summer Village of Norglenwold
Regular Meeting Minutes
October 29, 2021

Land Purchase: Council has approved the purchasing of a 14-acre parcel adjacent to Grand Ave. The funds for this purchase will come from MSI grant funding and our Environmental reserve. These lands are in the process of being annexed.

Land Use Bylaw Changes: Council is encouraging as much feedback as possible regarding potential changes to the LUB as we are in the middle of a LUB rewrite. Concerns were raised regarding the health of the lake – a concern that Council shares and will address with new LUB regulations.

Open Space Plan: There are currently no plans in place for changes to Norglenwold’s reserves. Once the LUB rewrite is complete, it is the intention of Council to have an Open Space Plan created, with significant public consultation.

Outstanding Issues: A number of issues were raised. Drainage is an ongoing issue particularly with lakefront lots. Administration encourages neighbour swales whenever possible for runoff to make its way to the lake.
The Public Works department clears ditches and culverts every year, and while standing water may still occur, we work to ensure water stays off of private property.
Council has debated options such as cameras, solar lights, and garbage cans on the range roads, but has not yet decided on a specific course of action.

Sylvan Lane “Boat Launch”: The Summer Village did consider trying to close this launch but the residents spoke up to say it needs to remain open. Gating the entire public area and road right of way is not a possibility. The intention for now is to leave it open at least until the new official launch is complete.

Councillor Rattan

- MUNIS 101 Training
- Municipal Planning Commission Training
- Strategic Planning Session
- Emergency Management Course
- CAO Review

Committee Reports

Julie Maplethorpe, Summer Village of Jarvis Bay

- Town of Sylvan Lake Library Board
- Parkland Regional Library Board

Information Items

- Joint Services Committee Meeting Minutes

NGC-21-163

MOVED by Councillor Rattan that the Council and Committee reports be accepted as information.
CARRIED

NEXT MEETING

Summer Village of Norglenwold
Regular Meeting Minutes
October 29, 2021

NGC-21-164 MOVED by Mayor Gurevitch that the next meeting of Council be held on November 26, 2021, at 9:00 a.m.
CARRIED

OPEN MIC

- Marc Tougas
- Purchase of lands concern
 - Cost of land purchase
 - MSI reductions
- Beverly Smith
- Training on lobbying (Alberta Counsel offers)
 - Open Space Master Plan documents
 - Land purchase (taxes and zoning)
- Doug Sharp
- Want transparency by Council
 - Should have had input on purchase of land
 - Timeframe for feedback on land use bylaw
- Lorne Therriault
- Communication from Council
 - Website not working properly for email updates
 - Hard to find information on website
 - Surprised about land purchase, wasn't aware
- Mary Lynn Brown
- Longtime resident
 - Annexation approved in 2008
 - Sylvan Lake boat launch always an issue
 - Want password posted online with zoom link

ADJOURNMENT

NGC-21- 165 MOVED by Councillor Rattan that being the agenda matters have been concluded, the meeting adjourned at 11:05 a.m.
CARRIED

CYRIL S. GUREVITCH, Q.C., MAYOR

TANNER EVANS, CAO

Summer Village of Norglenwold
Regular Meeting Minutes
December 17, 2021

Minutes of a Regular Council Meeting of the Summer Village of Norglenwold, Province of Alberta, held December 17, 2021, in the Summer Village Administration Office at Sylvan Lake, Alberta.

IN ATTENDANCE	Mayor:	Cyril S. Gurevitch, Q.C.
	Deputy Mayor:	Jeff Ludwig (via Zoom)
	Councillor:	Nav Rattan
	CAO:	Tanner Evans
	Finance Officer:	Tina Leer
	Development Officer:	Kara Kashuba (via Zoom)
	Recording Secretary:	Carolyn Widmer

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

AGENDA APPROVAL

NGC-21-148 MOVED by Councillor Rattan that the agenda be adopted as amended.

ADDITIONS:

C.1 New section to be added to Agenda, after the adoption of minutes titled 'Business arising from minutes'.

D.3 Update on Land Use Bylaw rewrite

CARRIED

CONFIRMATION OF MINUTES

NGC-21-149 MOVED by Mayor Gurevitch that the minutes of the Regular Meeting of Council held on October 29, 2021, be tabled until amended.

CARRIED

NGC-21-150 MOVED by Mayor Gurevitch that the minutes of the Regular Meeting of Council held on December 3, 2021, be approved as presented.

CARRIED

INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Development Update
- 3) Update on Land Use Bylaw rewrite

NGC-21-151 MOVED by Councillor Rattan that Council accept the information items as presented.

CARRIED

Summer Village of Norglenwold
Regular Meeting Minutes
December 17, 2021

REQUESTS FOR DECISION

FINANCE

NGC-21-152 2022 – 2025 Budget
MOVED by Deputy Mayor Ludwig that Council continue to allow in-person debit payments for taxes, utilities, invoices & development permits and discontinue all in-person credit card payments. Credit card payments may be paid through the Plastiq online payment system only.
Residents can also pay with debit, cash, cheque, money order and electronic tax withdrawals as a form of payment.

CARRIED

NGC-21-153 MOVED by Councillor Rattan to adopt the 2022 – 2025 Budget as amended and presented.

CARRIED

COUNCIL REPORTS

- Mayor Gurevitch
- No reports
- Deputy Mayor Ludwig
- Wastewater Meeting
- Councillor Rattan
- No Reports

Committee Reports

- Julie Maplethorpe, Summer Village of Jarvis Bay
- Town of Sylvan Lake Library Board
 - Parkland Regional Library Board

Information Items

- Joint Service Committee Meeting Minutes

NGC-21-154 MOVED by Deputy Mayor Ludwig to accept information items as information.

CARRIED

NGC-21-155 MOVED by Councillor Rattan to adopt the Joint Service Committee Meeting Minutes as information.

CARRIED

Summer Village of Norglenwold
Regular Meeting Minutes
December 17, 2021

NEXT MEETING

NGC-21-156 MOVED by Mayor Gurevitch that the next meeting of Council be held on January 21, 2022, at 9:00 a.m.
CARRIED

OPEN MIC

Ilse McKellar

- Would like to know if there will be speed bumps on Grand Ave & Rustic Crescent. Concerned about children in the area.
- Currently no plans for this. Nav will add to the Community Newsletter for feedback.

ADJOURNMENT

NGC-21- 157 MOVED by Mayor Gurevitch that being the agenda matters have been concluded, the meeting adjourned at 10:08 a.m.
CARRIED

CYRIL S. GUREVITCH, Q.C., MAYOR

TANNER EVANS, CAO

Summer Village of Norglenwold

Administration and Finance

Council Date: January 21, 2022

Information Item

Agenda Item: *Accounts Payable Update*

Background:

Total payables processed and presented to Council \$ 221,105.85

The following list identifies any payments over \$3,000:

1. Pidnerney's	\$ 8,334.38
a. 2021 Sewer Force Main Flushing	
2. Red Deer Catholic School	\$ 22,042.07
a. Supplementary Tax Requisition 2021	
3. SL Regional Wastewater Comm	\$ 6,830.66
a. Wastewater Services November 2021	
4. SL Regional Wastewater Comm-Accrual	\$ 4,231.50
a. Governance & Admin Costs 2021	
5. Longhurst Constulting	\$ 7,560.00
a. Munisoft Software Update-Accrual	
b. VOIP Project & Business Phones-Accrual	
6. Metrix Group LLP	\$ 8,925.00
a. First Audit Bill-Year Ended December 31/21	
7. Municipal Planning Services	\$ 11,637.78
a. April to December 2021 LUB Review	
8. Al's Bobcat & Trucking-Accrual	\$ 8,403.68
a. Sanding Dec 2 nd to 14 th	
b. Snow Removal-Office Parking Lot	
c. Sanding Dec 17 to 30 th	
9. Canoe Procurement Group-Accrual	\$ 3,052.67
a. Office Supplies	
10.Red Deer County	\$ 3,239.50
a. Garbage Base-November 2021	
11.Pitney Works	\$ 4,000.00
a. Shared Postage for Machine	
12.Alberta School Foundation Fund-Accrual	\$ 101,630.33
a. ASFF School Funding-December 31	
13.Red Deer County-Accrual	\$ 3,239.50
a. Garbage Base-December 2021	

Council Expense Claims Report:

December Expenses

- | | |
|----------------------|------------|
| ▪ Cyril S. Gurevitch | \$ 442.70 |
| ▪ Jeff Ludwig | \$ 1041.30 |
| ▪ Nav Ratten | \$ 1300.00 |

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.

Summer Village of Norglenwold
List of Accounts for Approval
Batch: 2021-00166 to 2022-00014

Bank Code - MAIN - General Bank

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
1625	2021-12-10	Sylvan Lake Community Food Bank				
		2021Donation		2021 Donation	500.00	500.00
1626	2021-12-10	Sylvan Lake Christmas Bureau				
		2021Donation		2021 Donation	500.00	500.00
1627	2021-12-16	Brownlee LLP				
		524062		Legal Services	522.38	522.38
1628	2021-12-16	Pidherney's				
		132033		2021 Sewer Force Main Flushing	8,334.38	8,334.38
1629	2021-12-20	Red Deer Catholic Regional				
		2021-4		Supplementary Tax Requisition-20	22,042.07	22,042.07
1630	2021-12-20	SL Regional Wastewater Comm				
		1547		Wastewater Services November 20	6,830.66	6,830.66
1631	2022-01-11	Accelerated Surveys Ltd				
		21-295	Accrual	October-Mark Lots Rustic Rd & Cr	1,837.50	1,837.50
1632	2022-01-11	Brownlee LLP				
		525658	Accrual	Legal Fees	110.25	110.25
1633	2022-01-11	JH Plumbing Ltd				
		1130	Accrual	Ran New Waterlines in Shop	619.50	619.50
1634	2022-01-11	Raven Printing				
		98811	Accrual	Window Envelopes	288.75	288.75
1635	2022-01-11	Roadata Services				
		00077892	Accrual	Road Permits-December 21st	15.75	
		00077466	Accrual	Road Permits-October 21st	15.75	31.50
1636	2022-01-11	Summer Village Sunbreaker Cove				
		COMM2021	Accrual	Boat Launch Enforcement Commis	1,005.28	1,005.28
1637	2022-01-11	SL Regional Wastewater Comm				
		1558	Accrual	Governance & Admin Costs 2021	4,231.50	4,231.50
1638	2022-01-11	Very Good Cleaning				
		2	Accrual	Reg & Extra Cleaning & Organize (682.50	682.50
1639	2022-01-14	Longhurst Consulting				
		3116	Accrual	Munisoft Software Update	1,155.00	
		2858	Accrual	VOIP Project and Business Phone:	6,405.00	7,560.00
Total Computer Cheque:						55,096.27

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
222	2021-12-17	Metrix Group LLP				
		EPD4547DEC1321		First Audit Bill-Year Ended Dec 31/	8,925.00	8,925.00
223	2021-12-17	MuniSoft				
		2021/22-04721		Year End Processing Webinar-Tin	114.45	
		2021/22-04720		Year End Processing Webinar-Tru	114.45	228.90
224	2021-12-17	Canoe Procurement Group of				
		AB089489		Street Name Birch Rd Sign	63.93	63.93
225	2021-12-20	Municipal Planning Services				
		1240		April to December 2021 LUB Revie	11,637.78	11,637.78
226	2022-01-12	Alberta One Call Corporation				

Summer Village of Norglenwold
List of Accounts for Approval
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EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			IN173744	Accrual December 2021 Notifications	6.62	6.62
227	2022-01-12	Al's Bobcat & Trucking	18312	Accrual Sanding-Dec 2, 3, 6, 8, 10, 13 & 14	3,432.45	
			18354	Accrual Snow Removal-Office Lot	236.25	
			18358	Accrual Sanding-Dec 17 to 30th	4,734.98	8,403.68
228	2022-01-12	Digitex.ca	IN796074	Accrual Shared Printers	249.14	249.14
229	2022-01-12	Empringham Disposal Corp	28712	Accrual December - Office Bin	52.50	52.50
230	2022-01-12	Canoe Procurement Group of	AB093596	Accrual Office Supplies	2,468.40	
			AB093607	Accrual Office Supplies	243.52	
			AB093597	Accrual Office Supplies Binding Cases	198.39	
			AB094164	Accrual Office Supplies-Back Order	71.18	
			AB094165	Accrual Office Supplies-Back Order	71.18	3,052.67
231	2022-01-12	Triangle Construction Inc	1504	Accrual Tree Removal	1,942.50	1,942.50
					Total EFT:	34,562.72

OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
2930	2021-11-30	ATB Mastercard	336686	New Pin Finder	640.50	
			009023	BC Dev. Registered Letter	11.36	
			SQ7112706	Asset Management Course-Chris	1,023.75	
			80060	AWWOA-Small Systems Operator	420.00	
			ZOOM11142021	Tanner's Zoom Communications	21.00	
			2315717739	Municipal Master Class	812.64	
			025582	Parkland Nurseries	180.26	
			0678643	JB-Chainlink Sign Maint	20.14	
			2315717739CR	Master Class Canceled for David	-270.88	
			INV120351939	Teri's Zoom Communications	20.73	
			221024	Everything H2O-Water for Office	32.50	
			DEC3ANNUFEE	Annual Fee	65.00	
			DECAAnnFee	Annual Fee	35.00	
			INTEREST	Interest Charges	25.04	
			CA12QSWNACIC	Refund for Clips for Chainlink Fenc	-20.14	
			2461827CR	Refund for Clips for Chainlink Fenc	-45.76	
			005678	Supplies for Cleaning Graffiti in JB	19.40	
			MSFTDEC3	Microsoft Charges	51.24	
			NOV272021	Quickbooks-Intuit-T-sheets	94.50	
			PAYPAL1106	Paypal/Microsoft Charged on Wror	60.47	
			016374	SBC Registered Letter	12.27	
			017410	BC Dev. Registered Letter	11.36	3,220.38
2946	2021-12-31	Red Deer County	NOV302021	Garbage Base Charge	3,239.50	3,239.50
2947	2021-12-31	Receiver General/OTH	PP252021	CPP, EI, Tax	4,198.31	4,198.31

Summer Village of Norglenwold
List of Accounts for Approval
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OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
2948	2021-12-31	Alberta Municipal Services Cor	PP252021	Pension Contribution	1,231.80	1,231.80
2949	2021-12-31	Pitney Works	DEC162021	Shared Postage	4,000.00	4,000.00
2950	2022-01-14	ATB Mastercard	008743	Accrual Canada Post-Registered Letter-JB	10.82	
			43338946	Accrual AB Land Title-JB	10.00	
			3025167027	Accrual Task Office Chair-Tanner's MC	440.99	
			013771	Accrual Fireplace	627.90	
			014974	Accrual Bamboo Hut-Lunch for Staff	39.06	
			INV122807580	Accrual Tanner's Zoom	21.00	
			017031	Accrual Christmas Gifts for Staff	190.01	
			102987833	Accrual Nespresso- Coffee For Office	133.70	
			023613	Accrual Paymate Acclaim Plus 50 Renewa	388.50	
			INV125240983	Accrual Teri's Zoom Communications	20.78	
			766706617	Accrual Fine Art America- Office Artwork	290.15	
			023412	Accrual Truck Fuel- F-150	113.36	
			43322577	Accrual AB Land Title-SBC	10.00	
			008927	Accrual Shoppers Drug Mart-Kleenex/Toile	22.54	
			017628	Accrual Staff Christmas Dinner	597.48	
			015995	Accrual Sylvan Lake Registries Inc- F-150	78.65	
			008245	Accrual Curb Stop Key & Replacement Ca	208.30	
			015293	Accrual CND Tire-Shovel, Salt and Snow B	68.21	
			DEC2021	Accrual Quickbooks/intuit- T-sheets	95.40	3,366.85
2951	2021-12-20	Bell Mobility	DEC132021-3661	Cell/Ipad Charges	101.75	101.75
2952	2021-12-20	Direct Energy	NOV292021-9796	Shared Utilities	540.29	540.29
2957	2022-01-14	Receiver General/OTH	PP262021	Accrual CPP, EI, Tax	4,107.93	4,107.93
2958	2022-01-14	Bell Mobility	DEC212021-0516	Accrual Cell/Ipad Charges	31.50	31.50
2962	2022-01-07	Alberta School Foundation Fund	12097	Accrual ASFF Residential-December 31st	101,630.33	101,630.33
2967	2022-01-14	Epcor	NOV302021-9084	Accrual Utilities	570.83	570.83
2968	2022-01-14	Receiver General/OTH	CP12-2021	Accrual Council CPP	201.64	201.64
2971	2022-01-14	Epcor	DEC242021-8683	Accrual Utilities	81.08	81.08
2972	2022-01-14	Direct Energy	DEC3021-9796	Accrual Shared Utilities	925.28	925.28
2976	2022-01-14	Town of Sylvan Lake	DEC312021-0004	Accrual Water - 2 Erickson Drive	72.54	72.54
2977	2022-01-14	Town of Sylvan Lake	DEC312021-1000	Accrual Water-14 Thevenaz	69.24	69.24
2978	2022-01-14	Worker's Compensation Board	25229975	Accrual Shared WCB	618.11	618.11
2984	2022-01-14	Red Deer County	DEC312021	Accrual Garbage Base Charge	3,239.50	3,239.50

Date Printed
2022-01-14 2:41 PM

Summer Village of Norglenwold
List of Accounts for Approval
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OTHER

Payment #	Date	Vendor Name		Invoice Amount	Payment Amount
		Invoice #	Reference		
				Total Other:	131,446.86

Total MAIN:	221,105.85
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Certified Correct This January 14, 2022

Mayor

Administrator



Council Expense Claim Form

NAME: CYRIL S. GUREVITCH, Q.C.
 POSITION: MAYOR
 MONTH ENDING: _____

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
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Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
			Title	\$0.00
12/16/21	Meeting Prep	2.0	Mayor Prep	\$250.00
12/17/21	Regular Council	2.5	Mayor	\$175.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
			Title	\$0.00
				\$425.00

If event is other please type it in.

COPY

Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
		10.00	\$0.59	\$5.90
12/16/21	Meeting Prep		\$0.59	\$0.00
12/17/21	Regular Council	10.00	\$0.59	\$5.90
			\$0.59	\$0.00
			\$0.59	\$0.00
			\$0.59	\$0.00
			\$0.59	\$0.00
			\$0.59	\$0.00
		10.00	\$0.59	\$5.90
			\$0.59	\$0.00
				\$17.70

Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00

MAYOR: _____
 C.A.O: _____

TOTAL PAYABLE: \$ 442.70

Council Expense Claim Form

NAME: Jeff Ludwig

POSITION: Deputy mayor

MONTH ENDING: November-2021

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Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
11/24/21	SV Wastewater Internal Meeting	2Hrs	Deputy Mayor	\$ 150.00
11/30/21	Meeting Prep	4 hrs	Councillor Prep	\$ 200.00
11/30/21	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				\$ 350.00

If event is other please type it in.

COPY

Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
11/24/21	SV Wastewater Internal Meeting		\$0.59	\$ 0.00
11/30/21	Meeting Prep		\$0.59	\$ 0.00
11/30/21	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
				\$ 0.00

Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

MAYOR: _____

C.A.O: _____

TOTAL PAYABLE: \$ 350.00



Council Expense Claim Form

NAME: Jeff Ludwig
 POSITION: Deputy Mayor
 MONTH ENDING: December-2021

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
12/3/21	Regular Council	3 Hrs	Deputy Mayor	\$ 150.00
12/13/21	Sylvan Lake Regional Wastewater Commission	2 Hrs	Deputy Mayor	\$ 150.00
12/17/21	Regular Council	1.5 Hrs	Deputy Mayor	\$ 150.00
12/31/21	Meeting Prep	4 hrs	Councillor Prep	\$ 200.00
12/31/21	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				\$ 650.00

If event is other please type it in.

COPY

Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
12/3/21	Regular Council		\$0.59	\$ 0.00
12/13/21	Sylvan Lake Regional Wastewater Commission	70.00	\$0.59	\$ 41.30
12/17/21	Regular Council		\$0.59	\$ 0.00
12/31/21	Meeting Prep		\$0.59	\$ 0.00
12/31/21	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
				\$ 41.30

Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

MAYOR: _____
 C.A.O: _____

TOTAL PAYABLE: \$ 691.30

Council Expense Claim Form

NAME: Nav Rattan

POSITION: Councillor

MONTH ENDING: November-2021

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1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

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DEC 13 2021

Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
11/1/21	Meeting Prep	prep	Councillor	\$ 150.00
11/14/21	Other (Conference, etc.)	council news letter	Councillor	\$ 150.00
11/29/21	Other (Conference, etc.)	new council governance	Councillor	\$ 150.00
11/30/21	Other (Conference, etc.)	council strategic planning	Councillor	\$ 150.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				\$ 600.00

If event is other please type it in.

COPY

Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
11/1/21	Meeting Prep		\$0.59	\$ 0.00
11/14/21	Other (Conference, etc.)		\$0.59	\$ 0.00
11/29/21	Other (Conference, etc.)		\$0.59	\$ 0.00
11/30/21	Other (Conference, etc.)		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
	Select Event		\$0.59	\$ 0.00
				\$ 0.00

Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
11/1/21	extra stipend for prep time	50.00		\$ 50.00
				\$ 0.00
				\$ 0.00
				\$ 50.00

MAYOR: Cyril Gurevitch

C.A.O: Tanner Evans

TOTAL PAYABLE: \$ 650.00



MONTH ENDING: December-2021

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
12/1/21	Meeting Prep		Councillor	\$ 150.00
12/3/21	Regular Council		Councillor	\$ 150.00
12/17/21	Regular Council		Councillor	\$ 150.00
12/18/21	Other (Conference, etc.)	council newsletter	Councillor	\$ 150.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				\$ 600.00

COPY

DATE		EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
12/1/21	Meeting Prep		\$0.59	\$ 0.00	
12/3/21	Regular Council		\$0.59	\$ 0.00	
12/17/21	Regular Council		\$0.59	\$ 0.00	
12/18/21	Other (Conference, etc.)		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
	Select Event		\$0.59	\$ 0.00	
					\$ 0.00

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
12/1/21	extra stipend for prep	50.00		\$ 50.00
				\$ 0.00
				\$ 0.00
				\$ 50.00

TOTAL PAYABLE: \$ 650.00

Summer Village of Norglenwold

January 21, 2022

Planning and Development

Information Item

Agenda Item: Development Update

Background:

Development Permit Update:

Currently there are 94 development permits issued in the Summer Villages (33 in Birchcliff, 3 in Half Moon Bay, 11 in Jarvis Bay, 24 in Norglenwold, and 23 in Sunbreaker Cove).

The following is the list in Norglenwold:

1. 99 Grand Avenue	Det. Gar., Dwell. Add. & Retain. Wall
2. 111 Grand Avenue	Lakeside Stairs
3. 85 Grand Avenue	Retaining Walls
4. 87 Grand Avenue	Retaining Walls
5. 141 Grand Avenue	Demolition and Dwelling
6. 353 Last Chance Way	Dwelling Addition
7. 167 Grand Avenue	Detached Garage
8. 345 Honeymoon Drive	Dwelling
9. 345 Honeymoon Drive	Detached Garage
10. 313 Honeymoon Drive	Dwelling Add. & Garage w Guest House
11. 117 Grand Avenue	Boathouse Renovations
12. 215 Grand Avenue	Landscaping/Mechanized Excavation
13. 253 Honeymoon Drive	Dwelling
14. 133 Grand Avenue	Home Occupation
15. 141 Grand Avenue	Mech Excavation/Concrete Pad
16. 253 Honeymoon Drive	Lakeside Stairs
17. 47 Grand Avenue	Dwelling Addition
18. 257 Honeymoon Drive	Dwelling
19. 333 Honeymoon Drive	Demolition
20. 333 Honeymoon Drive	Dwelling & Garage w Guest House
21. 369 Last Chance Way	Dwelling
22. 355 Last Chance Way	Garage with Guest House
23. 23 Grand Avenue	Detached Garage
24. 205 Grand Avenue	Dwelling & Escarpment Work

Complaints Update:

1. 32 Grand Avenue – Stop Order issued and in the process of being put on title.
 - a. Mechanized Excavation, Stripping & Grading done without a development permit and in the ditch on Municipal Land.

Yearly Report:

A total of 65 Development Permits were issued in all 5 Summer Villages in 2021, 16 of them were Norglenwold's.

In 2020, 36 Development Permits were issued in all 5 Summer Villages, 9 of them were Norglenwold's.

5 Development Permits were closed in 2021 in Norglenwold.

Administrative Recommendations:

Council to accept as information.

Authorities:

Land Use Bylaw #208/13.

Summer Village of Norglenwold

January 21, 2022

Planning and Development

Information Item

Agenda Item: Procedural Bylaw and Council Procedure Policy

Background:

Administration has been asked to bring forward bylaws and policies for the information of Council.

The Council Procedure Policy should be updated to include the new dollar amounts for Mayor and Councillor remunerations.

Options for Consideration:

1. Accept as information.

Administrative Recommendations:

Accept as information.

SUMMER VILLAGE OF NORGLENWOLD PROCEDURAL BYLAW BY-LAW 236-18

A By-law of the Summer Village of Norglenwold to regulate the proceedings of Council of the Summer Village of Norglenwold and to define certain of the duties of Council.

WHEREAS, Section 145 of the *Municipal Government Act*, being Chapter M26.1 of the Revised Statutes of Alberta, 2000, provides that Council may make rules and regulations for called meetings, governing its proceedings and the conduct of its members; and

WHEREAS, Council of the Summer Village of Norglenwold, in the Province of Alberta, consider it desirable to adopt a procedural bylaw.

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

1. DEFINITIONS AND INTERPRETATION

In this Bylaw words meaning male person include female persons.

In this Bylaw:

- a) **“Acting Mayor”** is the Deputy Mayor selected by Council to preside at any meeting of Council in the absence or incapacity of the Mayor;
- b) **“Administrator”** means the Chief Administrative Officer of the Summer Village of Norglenwold;
- c) **“Agenda”** is the list of items and order of business for any meeting of Council or its committees;
- d) **“By-law”** is a bylaw of the Summer Village;
- e) **“Council”** is the Mayor, Deputy Mayor, and Councillor for the time being elected pursuant to the provisions of the *Municipal Government Act* whose term is un-expired, who have not resigned and who continue to be eligible to hold office as such under the terms of the *Municipal Government Act*;
- f) **“Mayor”** is the member of Council duly elected as mayor and continuing to hold office, and is the presiding officer at all meetings of Council;
- g) **“Public Hearing”** is a meeting of council which is convened to hear matters pursuant to:
 - i. the *Municipal Government Act*
- h) **“Quorum”** means the majority of the valid, subsisting members of Council, or in the case of the Committee, Board, Commission or other organized and recognized group, a majority of the members thereof.
- i) **“Special Meeting”** is a meeting called by the Mayor pursuant to the *Municipal Government Act*;

2. APPLICATION

- 1. This By-law applies to all meetings of Council.
- 2. In the event of any conflict between the provisions of this Bylaw and those contained in any of the authorities set out above, the provisions of this Bylaw shall apply.
- 3. Any provision of this Bylaw may be temporarily altered or suspended by an affirmative vote of two-thirds of all members.

3. AGENDA

- 1. The agenda shall list the items and order of business to be conducted at the meeting.
- 2. The Administrator shall ensure copies of the Agenda are:
 - a) Delivered so that they will be received in each case not less than five days before the time for commencement of the meetings for which they were prepared;
 - b) Distributed to all Council members; and
 - c) Made available to the general public as required.
 - d) The agenda cover sheet will be posted on the municipal website.
- 3. Material received after the completion of the agenda package may be accepted as an addition to the agenda at the scheduled Council meeting.

- 4. Supplementary agenda items shall be considered an addendum to the Agenda and be accepted by Council.

4. ORGANIZATIONAL MEETINGS

- 1. An organizational meeting of Council shall be held annually, according to Section 192 of the *Municipal Government Act*.
- 2. The Administrator shall notify ratepayers of the Summer Village to apply for any vacancies which will be required to be filled that year on any committees to which Council appoints.
- 3. The Administrator shall set the time and place for the organizational meeting. The business of the meeting shall be limited to:
 - a) The administration of the oath and the introduction of members should the meeting follow the general municipal election or by-election;
 - b) The appointment of members to committees which Council is entitled to make; and
 - c) Any other business required by the *Municipal Government Act*, or which Council or the Administrator may direct.
- 4. All appointments to committees that Council is entitled to make shall be reviewed annually, unless otherwise specified.
- 5. When the organizational meeting is held in the year of a general municipal election, or if an election has been held for the office of the Mayor only, the Administrator shall:
 - a) Take the chair;
 - b) Call the meeting to order; and
 - c) Preside over the meeting until the oath as prescribed by the Oaths of Office Act has been administered to the Mayor.
- 6. Council at its organizational meeting shall appoint a Deputy Mayor and a Councillor.
- 7. After the Mayor has taken the Oath and assumed the Chair, the Deputy Mayor and Councillor shall take the Oath as prescribed by the Oaths of Office Act.
- 8. Council shall have review of the Municipal Affairs Roll of Council presentation.

5. COMMITTEES

- 1. The membership of a Committee shall be provided for the enabling, or as directed by Council.
- 2. The Mayor or any member of Council can be a member of all committees to which Council has the right to appoint members, pursuant to the *Municipal Government Act*, and be shall be counted in making up the quorum, if present.
- 3. Each Committee shall select one of its members to be the Chairman unless Council designates:
 - a) The Chairman of a committee; or
 - b) The manner in which the Chairman shall be selected.
- 4. Meetings of Committees shall be open to the members of Council, who may take part in any discussion or debate, but only those members specifically named or appointed ex-officio to the Committee shall be entitled to vote.
- 5. When a Committee established by Council is of the opinion that a meeting is to be held in-camera, the motion which is passed to authorize the in-camera meeting shall include the reason for holding the meeting in-camera. The meeting may only be held in accordance with Section 197(2) of the *Municipal Government Act*.
- 6. The Chairman shall preside at every meeting and shall vote on all questions, in the absence of the Chairman the Vice-Chairman shall preside.
- 7. The business of Committees shall be conducted in accordance with the rules governing the procedures of Council except for the following:
 - a) No motion shall be required to be seconded;
 - b) There shall be no limit to the number of times a member may speak to a question;
 - c) The Committee decision shall be that of the majority of the members voting.

8. The Recording Secretary shall not record the names of the members voting, however, an individual member may ask that the minutes record his opposition.

6. MEETINGS OF COUNCIL

1. Meetings of Council shall be held in the Summer Village Administration Office.
2. Regular meetings shall be scheduled by Policy 10.1 and may be amended by resolution of Council.
3. Every regular meeting of Council shall commence at the specified time.
4. Council may cancel any meeting.
5. Special meetings may be called in accordance with Section 194 of the *Municipal Government Act*.

7. ORDER OF BUSINESS AT MEETINGS

1. Subject to the other provisions of this Section, the order of business for a meeting may be the order of the items contained in the Agenda.
2. The normal order of business for the Regular Meeting of Council may be as follows:
CALL TO ORDER
AGENDA
ADOPTION OF MINUTES
DELEGATIONS
BUSINESS
 - ADMINISTRATION AND FINANCE
 - COUNCIL AND LEGISLATIVE
 - PROTECTIVE SERVICES
 - PUBLIC WORKS/STREETS AND ROADS
 - PLANNING & DEVELOPMENTCOUNCIL REPORTS
MEETING DATES
OPEN MIC COMPONENT
ADJOURNMENT
3. When a change in the order of business is desired, Council may make any change but shall not delete any portion of the business, which has been set out in the Agenda unless it is approved by Council at the time of the adoption of the agenda.
4. A member who has a pecuniary interest in a matter before Council shall disclose the general nature of the pecuniary interest in accordance with Section 172 of the *Municipal Government Act*.

8. START OF A COUNCIL MEETING

1. When there are sufficient members present to form a quorum at the time set for the start of the meeting or as soon thereafter as a quorum is present, the Mayor shall take the chair and call the meeting to order.
2. If there are not sufficient members assembled at any meeting to constitute a quorum within thirty minutes from the time set for the start of the meeting the Administrator shall adjourn the meeting until the next regular meeting, unless a special meeting is called in the meantime.

9. CONTROL AND CONDUCT OF COUNCIL MEETINGS

1. Council shall hold its meeting openly and no person shall be excluded except for improper conduct.
2. Council may, by resolution, go in-camera, which:
 - a) May be held in private, subject to Sections 197 and 217(2) of the *Municipal Government Act*; and
 - b) May exclude any persons.
3. Subject to being overruled by a majority vote of members, which vote shall be taken without debate, the Mayor:

- a) Shall maintain order and preserve decorum and may, if necessary, call a member to order;
 - b) Shall decide points of order without debate or comment other than to state the relevant section of the Bylaw;
 - c) Shall determine which member has a right to speak;
 - d) Shall ensure that all members who wish to speak on a motion have spoken and that the members are ready to vote and shall call the vote; and
 - e) Shall rule when a motion is out of order.
4. The Mayor shall have the same rights and be subject to the same restrictions as to participation in debate as all other members.
5. The members of the public during a Council meeting:
- a) Shall not address Council without permission;
 - b) Shall maintain order and quiet; and
 - c) Shall not applaud or otherwise interrupt any speech or action of the members, or any other person addressing Council.
6. The Mayor may at any meeting expel and exclude any person who creates any disturbance or acts improperly.
7. No member shall, subject to the provisions of Section 172 of the *Municipal Government Act*, leave the Council chamber after a question is put to a vote until the vote is taken.

10. MINUTES OF COUNCIL

1. The Recording Secretary, under the supervision of the Administrator, shall prepare the minutes of each council meeting and shall distribute a copy to each member of council for the next meeting.
2. The Administrator will email unapproved minutes to Council within 10 working days of Council. Council will endeavor to send comment back within 14 working days from meeting. Unapproved minutes will be posted on the municipal website once comments are received from all Council. If a Councillor is unavailable and has not responded within the time frame comment from 2 members will suffice.
2. The Mayor shall present the minutes to council with a request for a motion to confirm the minutes.
3. Any member of Council may make a motion requesting that the minutes be amended to correct any inaccuracy or omission.
4. Minor changes may be made to correct errors in grammar, spelling, and punctuation or to correct the omission of a word necessary to the meaning or continuity of a sentence; but no change shall be allowed which would alter or affect in a material way the actual decision made by Council.
5. The Administrator in supervision of the preparation of minutes shall see that they include the proper place, date and time of the meeting, the roll of the Council present and absent, the roll of staff members present, the roll of delegations and number of visitors, and record faithfully and without comment the proceedings of the meeting.

11. TABLING A MOTION

1. A member moving a motion to table any matter shall include in the tabling motion the time at the present meeting or the date of a future meeting to which the matter is to be tabled.
2. A motion to table a matter shall not be debated except as to the time when Council will again consider the matter.

12. MOTIONS OUT OF ORDER

1. It is the duty of the Mayor to determine what motions or amendments are in order, and decline to put any motion before Council which he deems to be clearly out of order or contrary to law.
2. When the Mayor decides a motion is out of order he shall advise Council and shall cite the applicable rule or authority.

13. VOTING ON MOTIONS

1. When this Bylaw requires that a motion be made, a bylaw be passed or any other action be taken by a vote of:
 - a) A simple majority of Council; or
 - b) All membersthe requirements shall be interpreted as meaning such majority, fraction or total of the members who are present on the matter, provided the *Municipal Government Act*, or some other relevant statute does not specify differently.
2. A question or motion shall be declared lost when it:
 - a) Does not receive the required number of votes; or
 - b) Receives an equal division of votes.
3. Each member present shall vote on every division of every motion as outlined in Section 183 of the *Municipal Government Act*, unless that Act, or any other Provincial or Federal enactment, requires or permits the member to abstain, in which case the member shall cite the legislative authority for abstaining, and the Recording Secretary shall record the abstention and reasons in the minutes.
4. A member shall not vote on a matter if he is absent from the Council Chamber when the vote is called and the decision is made to take a recorded vote.
5. Any member may ask for a recorded vote; at such time the Recording Secretary shall record the name of a member who opposes a motion in the minutes.
6. No member shall change his vote on a motion without the unanimous consent of the other members present.

14. RECONSIDERING AND RESCINDING A MOTION

1. When a member wishes Council to reconsider, alter or rescind any motion already passed or action taken at a previous meeting, and when the matter does not appear in the Agenda, he shall bring the matter before Council by a Notice of Motions which shall:
 - a) Be given at a Regular Meeting preceding the meeting at which he wishes Council to reconsider the matter;
 - b) Specify the meeting at which he proposes to bring the matter to Council; and
 - c) Indicate in the substantive portion of the motion the action which he proposes that Council take on the matter.
2. If notice of motion was not given, Council may, on a two-thirds vote waive the requirement for notice contained in this section.
3. Notwithstanding the other provisions of this Section, no motion made or action taken by Council shall be reconsidered unless:
 - a) It is a motion made or an action taken at the same meeting; or
 - b) It is a motion made or an action taken at a meeting held six months or more before its reconsideration; or
 - c) Council by not less than a vote of two-thirds approves reconsideration of a motion made or an action taken less than six months before its reconsideration.
4. A member may move to reconsider a matter considered at the same meeting and if a majority of the members vote for reconsideration, the matter may again be dealt with at the same meeting.
5. Where Council has passed a motion which creates a contractual liability obligation, Council shall not reconsider, alter, vary, revoke, rescind or replace the motion except to the extent that it does not attempt to avoid or interfere with the liability or obligation.

15. MOTION TO MOVE IN-CAMERA

1. When Council is of the opinion that a meeting of Council is to be held in-camera, the motion which is passed to authorize the in-camera meeting shall include the reason for holding the meeting in-camera, and the meeting may only be held in-camera in accordance with Section 197(2) of the *Municipal Government Act*.
2. The rules of order for the conduct of a meeting of council shall apply to a meeting in-camera.

16. MOTIONS IN COUNCIL

- 1. Any lengthy motion shall be submitted in writing to the Recording Secretary.
- 2. Motions are debatable by Council.
- 3. When a motion has been made and is being considered, no member may make any other motion except to:
 - a) Amend the motion; or
 - b) Table the motion.
- 4. When a member feels he has been misquoted or misunderstood, he may, after receiving permission from the Mayor, explain a material part of his speech but he may not introduce any new matter and there shall be no debate on the explanation;
- 5. When the motion has been declared put, no member shall debate further on the motion or speak, except to request that the motion be read aloud.

17. BYLAWS

- 1. Every Bylaw shall have three readings.
- 2. Every proposed bylaw should be introduced on a motion specifying in general terms its intent. When a proposed bylaw is read in Council, the Administrator shall certify the reading and the date of the reading on the face thereof.
- 3. A bylaw appearing upon a Council Agenda when listed as ready for first reading shall be introduced by a member “that Bylaw No. (quoting the bylaw number) be read a first time”. After first reading, the bylaw may be debated, referred or laid over. If a bylaw fails to receive first reading, then noted as being defeated.
- 4. A bylaw shall receive second reading by a member making a motion “that Bylaw No. (quoting the bylaw number) now be read a second time”. The bylaw shall then be open to debate and amendment before it is ordered for a third reading. When a bylaw is reported without amendment, it shall forthwith be ordered to be read a third time at such time as may be appointed by Council.
- 5. Every bylaw shall be read a third time before it is signed by the Mayor or Deputy Mayor.
- 6. Unless the members present at a meeting unanimously agree that a bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings, the bylaw shall not be given more than two reading at one meeting.
- 7. If Council unanimously agrees that a bylaw may be presented for a third reading at a meeting at which it has received two reading, the third reading requires no greater a majority of affirmative votes to pass the bylaw than if it had received a third reading at a subsequent meeting.
- 8. Every bylaw of general application shall be printed or otherwise duplicated so as to be available to all interested parties; other bylaws shall be recorded and filed as well as amendments thereto, and the Administrator shall retain the original of every bylaw on file and properly record any amendments thereto, and the Administrator shall retain them when a bylaw has been read a third time and finally passed.
- 9. Every bylaw which has passed Council shall be sealed with the seal of the Corporation, and signed by the Mayor and Administrator, be securely deposited by the Administrator.

18. ADMINISTRATOR

- 1. Council shall appoint an Administrator.
- 2. In accordance with the *Municipal Government Act*, the Administrator shall:
 - a) Ensure that all minutes of Council meetings are recorded in the English language, without note or comment;
 - b) Record the names of the members present and absent at Council meetings;
 - c) Have the minutes of Council and committee meetings signed by the Mayor or other person presiding at the meeting, and the Administrator.

- d) Keep the minutes of Council meetings and all other records and documents of the municipality in a safe place and deliver them to his successor when he ceases to hold office;
 - e) Have each bylaw signed by the Mayor or the Acting Mayor presiding at the time the bylaw was given third reading and the Administrator;
 - f) When required to do so by an inspector, produce the minutes and other books and all papers and records of whatever kind are in his possession;
 - g) Have custody of the corporate seal;
 - h) Call special meetings or other meetings of Council;
 - i) Transcribe into a register and have custody of all bylaws, and shall see to their proper completion, preservation and the safekeeping of all originals;
 - j) Carry out such other duties as may be required by Council or under any Statute or Regulation.
- 3. The Administrator may certify copies of any bylaw, resolution or record of the Summer Village as required;
 - 4. A copy of any bylaw, resolution or record certified by the Administrator as a true copy of the original is prima facie proof of the bylaw, resolution or record.
 - 5. The Administrator shall be responsible for petitions, except petitions related to local improvements.

19. PERSONS WISHING TO ADDRESS COUNCIL

- 1. A person or delegation wishing to make formal representation directly to Council at a Regular Council Meeting shall advise the CAO no less than 10 days prior to the regularly scheduled Council meeting. Council meetings are scheduled the last Friday of the month unless changed due to conflicts. The written request shall include the contact information of the person wishing to appear before Council along with a brief explanation of the subject to be addressed and the specific request to be made to Council.
- 2. No person shall address Council for more than 10 minutes, exclusive of the time required to answer questions put to him by Council.
- 3. Representatives of owners of land, the public at large or any local group of residents or property owners may address Council on a planning matter being considered at a Public Hearing, subject to: a) the 10 minute time limit; b) manner for receiving representations; and c) presentation of oral submissions as may have been established by Council.
- 4. Members shall not ask questions of the Administration until all representatives have been heard on Public Hearing matters before Council.
- 5. Members of the public will be provided an opportunity to discuss matters on the agenda with Council at the end of the Council meeting through an Open Mic session for a period of 20 minutes as per Policy.
- 6. No recording of hearing procedures will permitted on any device including, but not limited to, cell phones, tablets, tape recorders, etc.
- 7. No person shall be permitted to wear a heat during the hearing procedures including, but not limited to, board members, staff, delegates, or public in attendance.

20. COMMUNICATIONS AND PETITIONS

- 1. When a person wishes to have any matter considered by Council or a committee, a letter, petition or other communication shall be addressed to the Administrator, and the petition shall be submitted as per the *Municipal Government Act*.

21. CORPORATE SEAL

- 1. The corporate seal shall only be used under the direction of the Administrator as prima facie evidence that the Summer Village has assented to those documents to which the Seal is affixed.
- 2. The Seal shall be affixed to the following documents:
 - a) All bylaws of the Summer Village signed by the Mayor or Acting Mayor and the Administrator;
 - b) Debentures issued by the Summer Village and signed by the Mayor;

- c) Contracts signed by the Mayor and Administrator or other persons authorized by Council to sign on its behalf;
- d) Papers certified by the Administrator as being true copies of original documents held in his office; and
- e) Such other papers or documents which in the opinion of the
- f) Administrator warrant the Seal to be affixed.

This Bylaw comes into full force upon third and final reading.

Bylaw #226-16 is hereby rescinded upon signing.

READ a first time this 23nd day of March, 2018.

READ a second time this 23nd day of March, 2018.

Jeff Ludwig, Mayor

Phyllis Forsyth, C.A.O.

READ a third and final time this 27th day of April, 2018.

Jeff Ludwig, Mayor

Phyllis Forsyth, C.A.O.

SUMMER VILLAGE OF NORGLNWOLD

Council Procedure Policy 10.1

First Passed August 30, 2001

Last Passed August 24, 2007

1. Regular Meetings of Council

Regular meetings of Council will be held the last Friday of each month at 9:00 a.m. at the Administration office.

2. Posting of Meeting Notices

Meeting notices, as required under the MGA, shall be posted at the Summer Village Administration Office.

3. Remuneration for Meetings

- a) Mayor - \$120.00/meeting
- b) Councillor - \$100.00/meeting
- c) Public Appointees to the SDAB - \$85.00/appeal hearing
- d) Public Appointees to the Assessment Review Board -
\$85.00/review board hearing

4. Mileage

Mileage shall be reimbursed at \$0.45 per km when attending authorized functions.

5. Agendas

Regular meeting agendas shall be available for distribution 3 days prior to the meeting date.

Mayor

DATE: August 24, 2007

Administrator

Summer Village of Norglenwold

January 21, 2022

Finance

Request for Decision

Agenda Item: *Tax Penalty Transfer to Credit 2022 Taxes Request*

Background:

Administration received a request from a property owner requesting Council to credit her 3 applied August 1st tax penalties in the amount of \$2,417.91 to her 2022 property taxes due to our office not having received her original mailed payment.

Options for Consideration:

- (a) cancel or reduce tax arrears;
- (b) cancel or refund all or part of a tax;
- (c) defer the collection of a tax;
- (d) keep penalty as applied.

Administrative Recommendations:

As this letter does not establish a bone fide need nor extenuating circumstance, it is recommended that Council deny this penalty transfer request as property owner has not produced any cancelled cheques, nor returned mail as proof that her payment was initially mailed as stated. Administration had suggested these be submitted to Council if possible, in the November 16th email to the property owner advising her of the process required to remove a penalty.

Authorities:

The Municipal Government Act, section 347(1) permits Council to cancel, reduce, refund or defer tax penalties as follows:

If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) cancel or reduce tax arrears;
- (b) cancel or refund all or part of a tax;
- (c) defer the collection of a tax. "

Section 337 - Deemed receipt of tax notice - A tax notice is deemed to have been received 7 days after it is sent.

To the Summer Village

I am appalled at the lack of discretion used in the charges to my account.

The full payments were mailed in early July and "somehow" not received. I sent in balances as soon as I got word the envelope was missing, in August.

To be charged full delinquent fees where every effort was made to rectify the late payment is disappointing and frustrating.

Please inform the board dealing with this type of thing to my situation. I would appreciate a credit for 2022. Thank-you.

Regards

[REDACTED]

[REDACTED] hotmail.com

RECEIVED

JAN 10 2022

December 10, 2021



Yearend Tax Letter

Roll Number/Property Description	Lien								Total
	Current	2020	2019	2018	2017	2016	2015	Prior	
00001520 000 [REDACTED]				No					
	1,074.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,074.54
00001524 000 [REDACTED]				No					
	566.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	566.44
00001526 000 [REDACTED]				No					
	776.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	776.93
	2,417.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,417.91

Dear Sir/Madame;

This property has been identified to have an unpaid tax balance.

Please be advised that a penalty of 18% will be added to this property on the outstanding balance on January 1, 2022.

Respectfully,



Tina Leer
Finance Officer
tLeer@sylvansummervillages.ca

E. & O. E.

COPY

Tax Arrears

Tina Leer <tinaleer@sylvansummervillages.ca>

Tue 11/16/2021 1:35 PM

To: [REDACTED]@hotmail.com>

Good afternoon [REDACTED],

I understand that you have left a voicemail for me at the office. Currently our office is still closed due to the AHS mandate, so I am replying to you by email.

Because you are inquiring about a property that is a numbered company, I'm very limited as to what I can tell you because of Privacy and the FOIP Act unless you are the property owner.

I have tracked down a letter from you that we received with the payment on August 18th (which I have attached). The postmark from the post office shows a mailing date of August 16th. Property taxes and utilities were due on July 31st.

Once a penalty has been applied, it is deemed to be part of the tax balance. This is governed by the Municipal Government Act and tax penalties cannot be removed by Administration unless it is postmarked on or before the due date.

The only way of removing a penalty is by way of a post marked envelope (by Administration) or a bona fide need/extenuating circumstance which can only be done by a Council resolution.

In order to request a penalty removal you would need to write a letter (email is fine) to your Mayor and Council explaining why you feel the penalty should be removed and attach any pertaining documentation such as your cancelled cheques or returned mail, etc. as proof if you can.

This letter would be presented and discussed in a public meeting of Council and they would make a decision that will be recorded in the meeting minutes and I would advise you shortly thereafter of their decision.

The Council of Norglenwold is as follows;

Mayor Cyril Gurevitch, QC
Deputy Mayor Jeff Ludwig
Councillor Dr. Nav Rattan

The next meeting of Council will be held on November 26th at 9:00 am.

If this is something you would like to pursue, I am happy to take it to Council for you.

Kindest Regards,



TINA LEER
FINANCE OFFICER

tleer@sylvansummer-villages.ca
403 887 2822
#2 Erickson Drive, Sylvan Lake, AB T4S 1P5

Voicemail Message from [REDACTED]

Trudy Dubeau Fri 11/12/2021 2:26 PM

To: Tina Leer

Hi Tina,

I just received a voicemail from [REDACTED] in Norglenwold today and she would like a call in regard to the penalty charges.

She said she sent the payment right away, but we did not receive it, so she sent another one. But she would like to request the penalties be removed due to her intent of paying on time.

Her number is [REDACTED]

November 1, 2021

[REDACTED]

COPY

Yearend Tax Letter

Roll Number/Property Description	Current	2020	2019	2018	2017	2016	2015	Prior	Total
00001520 000 [REDACTED] - [REDACTED]					No				
	1,074.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,074.54
00001524 000 [REDACTED] - [REDACTED]					No				
	566.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	566.44
00001526 000 [REDACTED] - [REDACTED]					No				
	776.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	776.93
	2,417.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,417.91

Dear Sir/Madame;

This property has been identified to have an unpaid tax balance.

Please be advised that a penalty of 18% will be added to this property on the outstanding balance on January 1, 2022.

Respectfully,



Tina Leer
Finance Officer
tLeer@sylvansummervillages.ca

E. & O. E.

Property Tax

[REDACTED]	0000 1520 000	7,163.63
Utility notice		450.00
[REDACTED]	0000 1524 000	3,776.26
Utility notice		450.00
[REDACTED]	0000 1526 000	5,179.51
Utility notice		450.00
		<u>17,469.40</u>

I had sent the cheque in with the stubs, but apparently it was not received in the office. I am sorry for the lateness, but it appears to be a problem with the mail.

I am hoping you will accept this payment, although slightly late.

Thank you



2108162232



3926 T2E

Summer Village of Norquest
#2 Erickson Drive
Sylvan Lake, AB
T4S 1P5



Summer Village of Norglenwold2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-005**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **7,163.63****

7,163 Dollars and 63 Cents

Total Owing (if paid this month): 1,074.54

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001520 000	[REDACTED]	6,089.09	0.00	0.00	1,074.54	7,163.63

COPY

Paid By Cheque

7,163.63 Ref: 114

Carolyn Widmer
Signed By**Summer Village of Norglenwold**2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-005**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **7,163.63****

7,163 Dollars and 63 Cents

Total Owing (if paid this month): 1,074.54

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001520 000	[REDACTED]	6,089.09	0.00	0.00	1,074.54	7,163.63

Paid By Cheque

7,163.63 Ref: 114

Carolyn Widmer
Signed By

Summer Village of Norglenwold2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-009**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **5,179.51****

5,179 Dollars and 51 Cents

Total Owing (if paid this month): 776.93

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001526 000		4,402.58	0.00	0.00	776.93	5,179.51

COPY

Paid By Cheque 5,179.51 Ref: 114

Carolyn Widmer
Signed By**Summer Village of Norglenwold**2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-009**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **5,179.51****

5,179 Dollars and 51 Cents

Total Owing (if paid this month): 776.93

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001526 000		4,402.58	0.00	0.00	776.93	5,179.51

Paid By Cheque 5,179.51 Ref: 114

Carolyn Widmer
Signed By

Summer Village of Norglenwold2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-007**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **3,776.26****

3,776 Dollars and 26 Cents

Total Owing (if paid this month): 566.44

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001524 000		3,209.82	0.00	0.00	566.44	3,776.26

COPY

Paid By Cheque 3,776.26 Ref: 114

Carolyn Widmer
Signed By**Summer Village of Norglenwold**2 Erickson Drive
Sylvan Lake, AB T4S 1P5**TAX RECEIPT****** DUPLICATE RECEIPT ******Tax Receipt #: 210192-007**

CDW

Receipt Date: 2021-08-18**Receipt Amount: **3,776.26****

3,776 Dollars and 26 Cents

Total Owing (if paid this month): 566.44

Roll Number	Property Description	Current	Discounts	Arrears	Interest	Net
00001524 000		3,209.82	0.00	0.00	566.44	3,776.26

Paid By Cheque 3,776.26 Ref: 114

Carolyn Widmer
Signed By

Tina Leer

From: Tina Leer
Sent: August 13, 2021 11:32 AM
To: [REDACTED]
Subject: Re: Utility Notice, [REDACTED]

Good morning [REDACTED],

Thank you for your email.

Unfortunately, we have not received any property tax or utility payments on these accounts as of today.

Kindest Regards,



TINA LEER
FINANCE OFFICER

tleer@sylvansummervillages.ca
403-887-2822

From: [REDACTED]
Sent: Thursday, August 12, 2021 11:10 AM
To: Finance <finance@sylvansummervillages.ca>
Subject: Utility Notice, [REDACTED]

Hi

I just received overdue notices for [REDACTED] - [REDACTED] I sent in the payments with my property tax payment so am just double checking to ensure the property tax was received. I will not receive the bank statement to confirm for a week or more so wanted to check with you. Please advise as soon as possible, as I am eager to correct the amounts past due.

Thanks for your help and have a great day!

Sincerely

[REDACTED]
[REDACTED]

Summer Village of Norglenwold

January 21, 2022

Planning and Development

Request for decision

Agenda Item: Encroachment Agreement Request – 99 Grand Ave

Background:

Currently the development permit for 99 Grand Ave is non-compliant and requires a renewal of the properties Encroachment Agreement.

99 Grand Ave currently has an expired development permit for a detached garage, dwelling addition and retaining wall and has not met the conditions. The real property report that was submitted to administration has brought up some deficiencies with the development that has taken place including:

1. The chain link fence is encroaching on Aspen Lane. Condition #20 on the development permit states, *“Fence is to be relocated to the property line, between the property and the road allowance”*.
2. The new covered porch and patio encroach into Aspen Lane. This roof/patio was not to encroach according to the approved development permit documents. The encroachments will be required to be removed or will require Council approval.
3. Parking is taking place on Aspen Lane, according to our Traffic Bylaw #2017/12 *“No person shall park or drive any vehicle on/in ditches, public parks or green spaces at any time without getting written permission prior to doing so.”* There is not approval from the municipality nor is it reflected in the encroachment agreement.
4. Aspen Lane is meant for public access. The home address sign shall be located on the property only and added gravel shall not be added to the lane as it gives off an appearance that Aspen Lane is for private use only.

The existing encroachment agreement for the house, shed, sidewalk and railing has expired as of December 2016.

Development file background:

2016 – complaint was received to administration about the parking on Aspen Lane, administration sent a letter that the parking on Aspen Lane was excessive and that an encroachment agreement for the house, shed, sidewalk and railing expired in 2012.

2016 – the property entered into an encroachment agreement for the house, shed, sidewalk and railing on Aspen Lane.

2017 – administration sent a letter to the homeowner about parking on Aspen Lane, Council wanted to amend the current encroachment agreement to include a parking diagram, or create a parking area on 99 Grand Ave.

2017 – administration took information to Council as homeowners did not want to amend their encroachment agreement, that they would park their vehicles on the property and not on municipal land. Council made the motion for administration to monitor and if necessary, enforce.

2017 – homeowner applied for a development permit for a garage with guest house, in the correspondence administration recommended that parking will now be located on the property, homeowners stated they have always maintained the lane and it's the only access to the property.

2017 – development application went to MPC, it was mentioned that the homeowner currently parks on the lane, application was denied because of excessive variances required.

2018 – homeowner applied for a development permit again, it went to MPC and was approved with no correspondence on lane parking.

2019- completion photos for the development permit were taken. The site survey, permits from Superior Safety Codes, and the landscaping were all still outstanding.

2020 – site surveys were received.

Development permit expired in May 2020.

The Encroachment Policy States:

“The Summer Village of Norglenwold has the responsibility to manage Municipal Reserve, Environmental Reserve, Recreational Leases, Licenses of Occupation and the Shoreline within the boundaries of the municipality.

It is the policy of the Summer Village to work proactively with property owners to remove encroachments for all lands owned, leased and managed by the municipality”

Documents & Encroachment Policy attached.

Options for Consideration:

1. Approve to renew a 5-year term agreement, updated according to the encroachment policy.
2. Deny to renew the agreement and administration to notify residents that all encroachments must be removed within 30 days of letter.

Administrative Recommendations:

Council to direct administration to renew the encroachment agreement, updated according to the encroachment policy and to only include the cabin, water well

enclosure, and proposed fence. Aspen Lane shall only be used for access to 99 Grand Avenue and shall not be maintained. All other encroachments must be removed.

Authorities:

Land Use Bylaw #208/13.

Traffic Bylaw #207/12

Encroachment Policy NGC-20-087

EA Request Documents submitted by homeowner. Page 1 of 6.

December 10, 2021

To: Village of Norglenwold, Sylvan Lake

Regarding: 99 Grand Ave

The real property report as provided, shows a fence that was put in after construction of the new storage/garage. This fence will be removed from its current location and relocated as per drawing 103 (*attached*) if approved by Council as per new encroachment agreement. I have placed sod and planted grass seed there to cover the mud and unfinished landscaping from the removal of the hedges during the construction and installation of the new culvert.

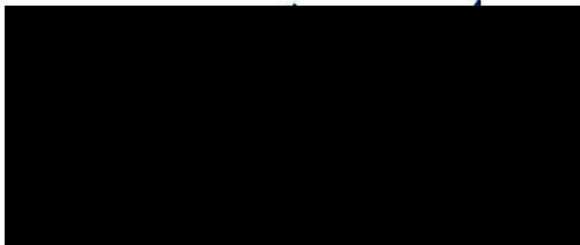
Drawing number 101 (*attached*) shows the property layout and encroachment when originally purchased in 2003. Notice the row of trees and hedges along the edge of the gravel. These trees were removed when the culvert was dug up by the Village as it was plugged and overflowing onto the property as well as washing out the surface of the laneway gravel. The cabin was originally built in the early 1970s and encroached onto the laneway. The encroachment included the water well enclosure, corner of the house and the sidewalk and railing. There was never any room to park on the property, so parking took place in the lane at the end of the sidewalk. The lane, trees, shrubs and grass were always maintained by the owners of 99 grand Ave. Snow removal and gravel upkeep was performed by 99 grand Ave in order to maintain an access to the property. Maintenance of the grounds included trimming of the hedges and trees, cutting grass, grading and topping off gravel access, snow removal, and general upkeep. The only access to this property is through Aspen lane which has never been upkeep by the Village of Norglenwold nor did that ever concern me. It was always left to us to maintain access and upkeep of the laneway.

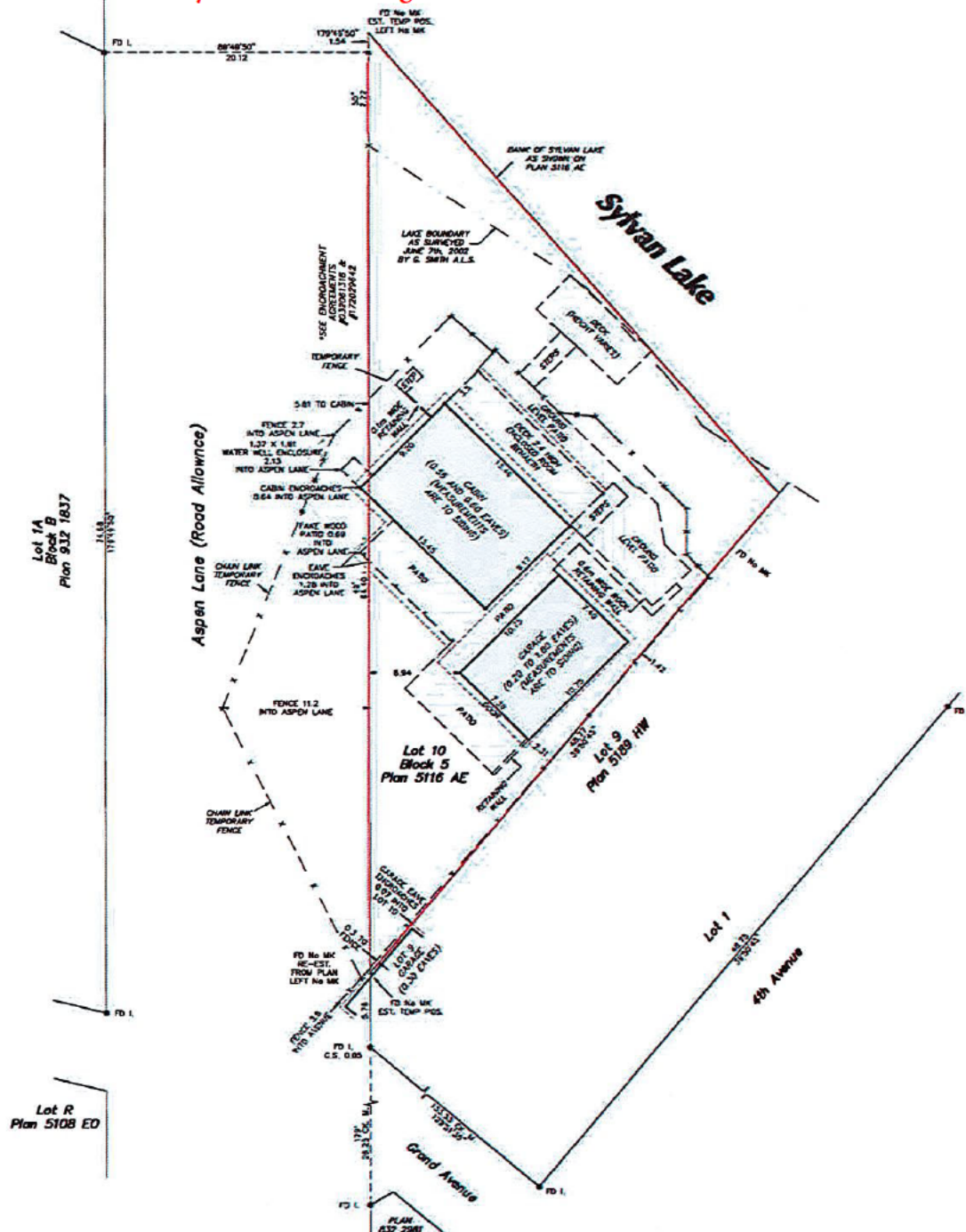
Drawing number 103 (*attached*) shows the new property layout which includes replacement of old shed with larger storage/garage and an overhang and patio. The patio and overhang were intended to be within the property setbacks however, construction of the roofline was overlooked and mistakenly overhangs onto property line. Removal of this would require a great deal of reconstruction and not a preferable option. However, the new construction and positioning of the new fence does not exceed the previous encroachment and has in fact provided a more

functional and aesthetic appearance to the property. Due to the irregular shape and size of the property, parking is still an issue and of course, access still needs to be maintained. I propose that we can update the current encroachment agreement to allow us the fence as shown for security reasons as well as a safety measure to ensure grandchildren have restricted access to the culvert discharge and lake frontage. Unlike other properties at the lake, where there are secured properties on either side, access to the lake can be controlled whereas at 99 Grand Ave they cannot. It is my request that we allow this simple measure to secure our property and access to known hazards be restricted. As shown on this drawing, there have been several trees and a pathway created to access the lake. It has become a storage place for docks and a boat lift by others who do not have lake access to their own properties. Due to increased traffic and access by others, it is imperative to have security fencing at 99 Grand Ave. Access to this property must be maintained and a request that no one other than occupants of 99 Grand Ave have permission to park on this laneway. This laneway has always been maintained by 99 Grand Ave and an encroachment agreement has always been in place. Liability insurance, encroachment agreement and maintenance has always been upkept with no request for payment from the Village of Norglenwold. An address sign, and area for garbage pickup is also requested at entrance to laneway in order to allow for identifying property location in case of emergency and also allow for weekly garbage pickup. This encroachment agreement by no means restricts any public access to the lake and 99 Grand Ave agrees to continue maintaining this access to the said property provided terms can be met by this request.

I have owned this property for 18 years and have always looked after this laneway and never once complained to the Summer Village about cleaning up garbage left from unwanted visitors to the greenspace or being blocked out of my property by neighbouring parties parking in the laneway. I look forward to finalizing the encroachment agreement and to further understand what is planned for this access to my property.

Kind regards,





Parcel Coverage: 41.1%

Alberta Land Surveyor's Real Property Report

LEGAL DESCRIPTION

Lot(s) 10 Block 5 Plan 5115 AE
 CLIENT
 [REDACTED]
 MUNICIPAL ADDRESS
 SUMMER VILLAGE OF NORGENWOLD, ALBERTA

CERTIFICATION

I hereby certify that this report was prepared and performed under my personal supervision and in accordance with the Manual of Standard Practice of the Alberta Land Surveyors' Association and supplements thereto. Accordingly, within those standards and as of the date of this report, I am of the opinion that:

1. The plan illustrates the boundaries of the property, the improvements as defined in Part D, Section 8.5 of the Alberta Land Surveyors' Association's Manual of Standard Practice, registered assessments and rights-of-way affecting the extent of the S.D. to the property;
2. The improvements are entirely within the boundaries of the property. (Except Cabin, Cabin Eave, Cabin Eave Support Column, & Water Enclosure)
3. No visible encroachments exist on the property from any improvements situated on an adjoining property. (Except Lot 9 Garage Eave)
4. No visible encroachments exist on registered assessments or rights-of-way affecting the extent of property.

Purpose: This Report has been prepared for the benefit of the Property owner, subsequent owners and any of their agents for the purpose of (a) land conveyance, support of a subdivision application, a mortgage application, a submitted to the municipality for a compliance certificate, etc.). Copying is permitted only for the benefit of these parties, and only if the plan remains attached. Where applicable, registered assessments and utility rights of way affecting the extent of the property have been shown. Unless shown otherwise, property corner markers have not been placed during the survey for this report. This report should not be used to establish boundaries due to the risk of misinterpretation or measurement error by the user. The information shown on this Real Property Report reflects the status of this property as of the date of survey only. Users are encouraged to have the Real Property Report updated for future requirements.

Dated this 3rd day of February, 2020

Alberta Land Surveyor

© KEVIN WENHARD, A.L.S., 2020 © MURRAY YOUNG, A.L.S., 2020

LEGEND

- Distances to building corners are at right angles from property lines, unless shown otherwise.
 - Date of Survey: June 7th, 2002 to January 2th, 2020
 - Date of Title Search (A copy of which is attached): January 27th, 2020
 - Unless otherwise specified, the building dimensions shown relate to the greatest extent of the exterior walls.
 - Eaves are dimensioned to the line of the fascia and are shown thus: ---
 - Distances are in metres and decimals thereof.
 - Fences are shown thus: ---
 - Statutory iron posts found are shown thus: ---
 - Iron bars found are shown thus: ---
 - Support columns are shown thus: ---
 - Unless shown otherwise, fences are within 0.20 metres of the property line
 - Area referred to bounded thus: ---
 - [Symbol] --- Road
- Property is subject to:
- Consent No. 632 061 316 Re: Encroachment Agreement to the Summer Village of Norgenswold which includes Cabin, Water Well Enclosure and Walkway.
 - Consent No. 172 029 642 Re: Encroachment Agreement to the Summer Village of Norgenswold which includes Cabin, Water Well Enclosure and Walkway.

Drawn By: DB	Chk'd: KY	BEMOCO LAND SURVEYING LTD 100, 8040-47th Avenue Red Deer, Alberta WWW.BEMOCO.COM PHONE: 403-342-2511
Date: January 27th, 2020		
Scale: 1:250		
File No.: L-025-18 rpr		

EA Request Documents submitted by homeowner. Page 4 of 6.

March 15, 2017

Dear [REDACTED]

RE: PARKING ON ASPEN LANE – 99 GRAND AVENUE

There has been some concern with parking on Aspen Lane. Council would like to amend your current Encroachment Agreement to include a diagram similar to this one.

Council believes the other option would be to create a parking area on your property for your vehicles.

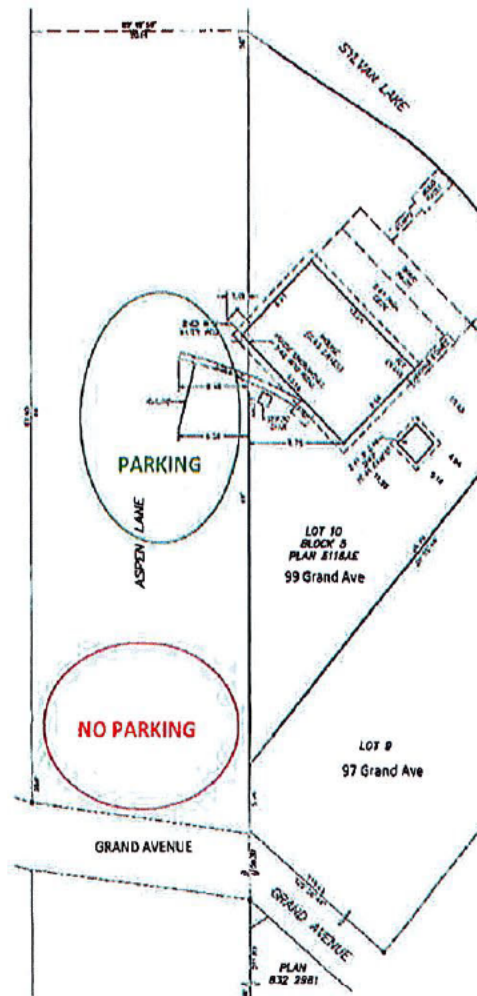
Please contact me by May 1st, 2017 to begin the process of amending your current Encroachment Agreement, at kcoughlin@sylvansummervillages.ca or 403-887-2822.

I thank you in advance for your cooperation.

Respectfully,



Koralyne Coughlin
Development Officer



Alberta Land Surveyor's Real Property Report

LEGAL DESCRIPTION

Lot(s) 10 Block 5 Plan 5116 AE

CLIENT

MUNICIPAL ADDRESS

SUMMER VILLAGE OF NORGENWOLD, ALBERTA

CERTIFICATION

I hereby certify that this report was prepared and performed under my personal supervision and in accordance with the Manual of Standard Practice of the Alberta Land Surveyors' Association and supplements thereto. Accordingly, within those standards and as of the date of this report, I am of the opinion that:

- The plan illustrates the boundaries of the property, the improvements as defined in Part D, Section 8.5 of the Alberta Land Surveyors' Association's Manual of Standard Practice, registered easements and rights-of-way affecting the extent of the title to the property.
- The improvements are entirely within the boundaries of the property. (Except Cabin, Cabin Eave, Cabin Eave Support Column, & Water Enclosure)
- No visible encroachments exist on the property from any improvements situated on an adjoining property. (Except Lot 9 Garage Eave)
- No visible encroachments exist on registered easements or rights-of-way affecting the extent of property.

Purpose: This Report has been prepared for the benefit of the Property owner, subsequent owners and any of their agents for the purpose of (a) land conveyance, report of a subdivision application, a mortgage application, a submission to the municipality for a compliance certificate, etc.). Copying is permitted only for the benefit of these parties, and only if the plan remains attached. Where applicable, registered easements and utility rights of way affecting the extent of the property have been shown. Unless shown otherwise, property corner markers have not been placed during the survey for this report. This report should not be used to establish boundaries due to the risk of misinterpretation or measurement error by the user. The information shown on this Real Property Report reflects the status of this property as of the date of survey only. Users are encouraged to have the Real Property Report updated for future requirements.

Dated this 3rd day of February, 2020

Alberta Land Surveyor

© KEVIN VENNARD, A.L.S., 2020 © MURRAY YOUNG, A.L.S., 2020

LEGEND

- Distances to building corners are at right angles from property lines, unless shown otherwise.
 - Date of Survey: June 7th, 2002 to January 7th, 2020
 - Date of Title Search (a copy of which is attached): January 27th, 2020
 - Unless otherwise specified, the building dimensions shown relate to the greatest extent of the exterior walls.
 - Eaves are dimensioned to the line of the fascia and are shown thus: ————
 - Distances are in metres and decimals thereof.
 - Fences are shown thus: ————
 - Statutory iron posts found are shown thus: ————
 - Iron barn bands are shown thus: ————
 - Support columns are shown thus: ————
 - Unless shown otherwise, fences are within 0.20 metres of the property line
 - Area referred to bounded thus: ————
 - (R) Radius
- Property is subject to:
- Covenant No. 032 061 316 Re: Encroachment Agreement to the Summer Village of Norgenwold which includes Cabin, Water Well Enclosure and Walkway
 - Covenant No. 172 023 642 Re: Encroachment Agreement to the Summer Village of Norgenwold which includes Cabin, Water Well Enclosure and Walkway

Drawn By: DB Ch'c KV
Date: January 27th, 2020
Scale: 1:250
File No: L-028-18 rpr

BEMOCO LAND SURVEYING LTD
105, 6040-47th Avenue
Red Deer, Alberta
www.bemoco.com PHONE: 403-342-2811

Parcel Coverage: 41.1%

Lot R
Plan 5108 E0

Lot 1A
Block 6
Plan 512 1837

Aspen Lane (Road Allowance)

Lot 10
Block 5
Plan 5116 AE

Lot 9
Plan 5189 HW

Lot 1
4th Avenue

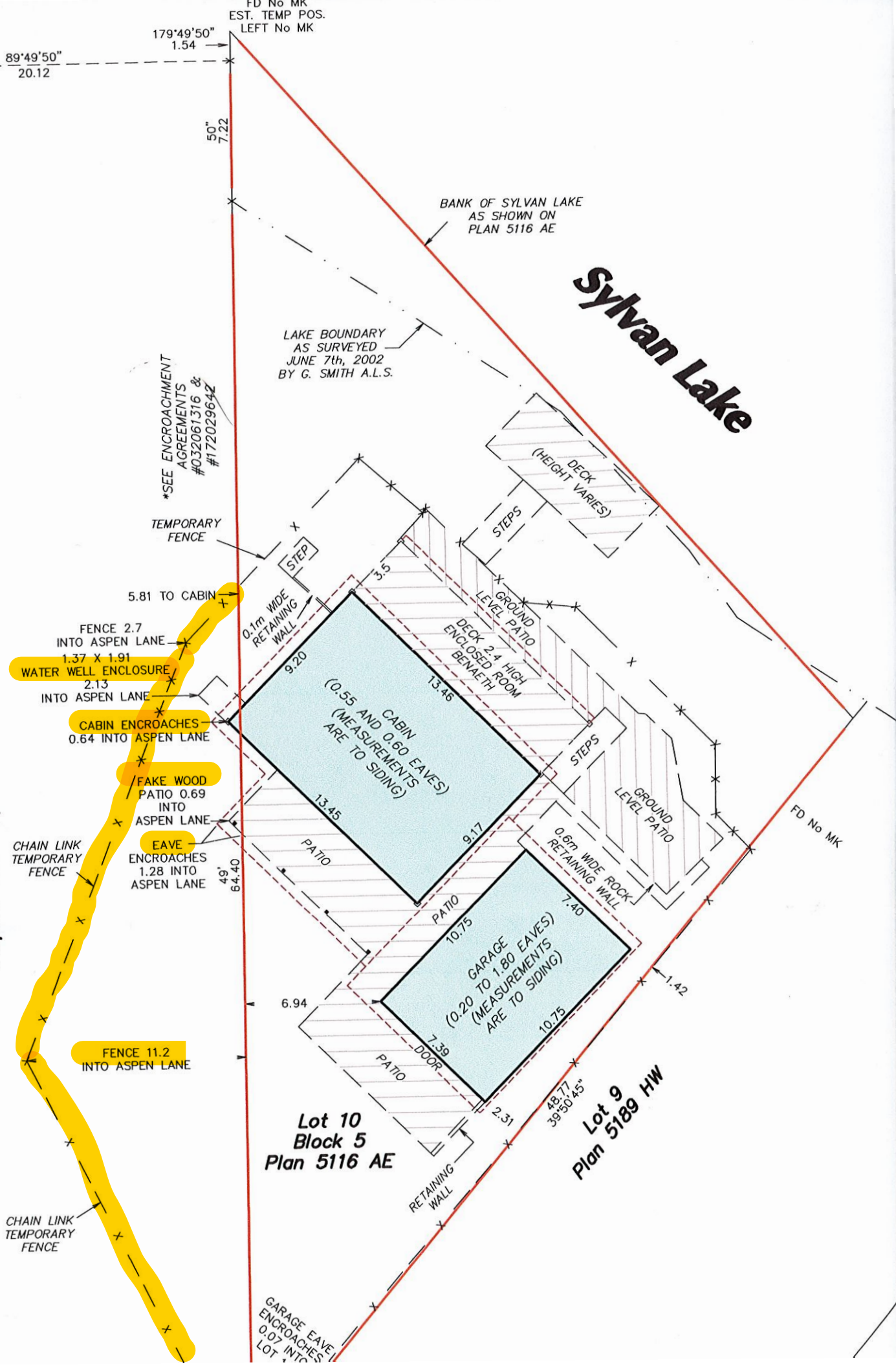
Grand Avenue

Sylvan Lake

Current Encroachments

Lot 1A
Block B
Plan 932 1837

Aspen Lane (Road Allowance)



Current Expired EA

THIS ENCROACHMENT AGREEMENT MADE THIS 14 DAY OF December, 2016.

BETWEEN:

[REDACTED]
(hereinafter called "the Owner")

and

THE SUMMER VILLAGE OF NORGLLENWOLD
(hereinafter called "the Summer Village")

WHEREAS the Owners are the owners of the following described lands, namely:

PLAN 5116AE
BLOCK 5
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called "the Owner's lands")

AND WHEREAS the following described lands are under the direction, control and management of the Summer Village.

Aspen Lane – Road Allowance
(hereinafter called "Environmental Open Space")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owners constructed a house, shed, sidewalk and railing on the Environmental Open Space, the nature, extent and location of which is designated on the plan annexed as Schedule "A" to this agreement (Hereinafter called "the encroachment") and has requested that the Summer Village consent to the location of same;

AND WHEREAS the Summer Village is prepared to approve the request made by the Owner therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Summer Village, receipt whereof is hereby acknowledged, and in consideration of the Summer Village approving the request by the Owner, the parties hereto covenant and agree together as follows:

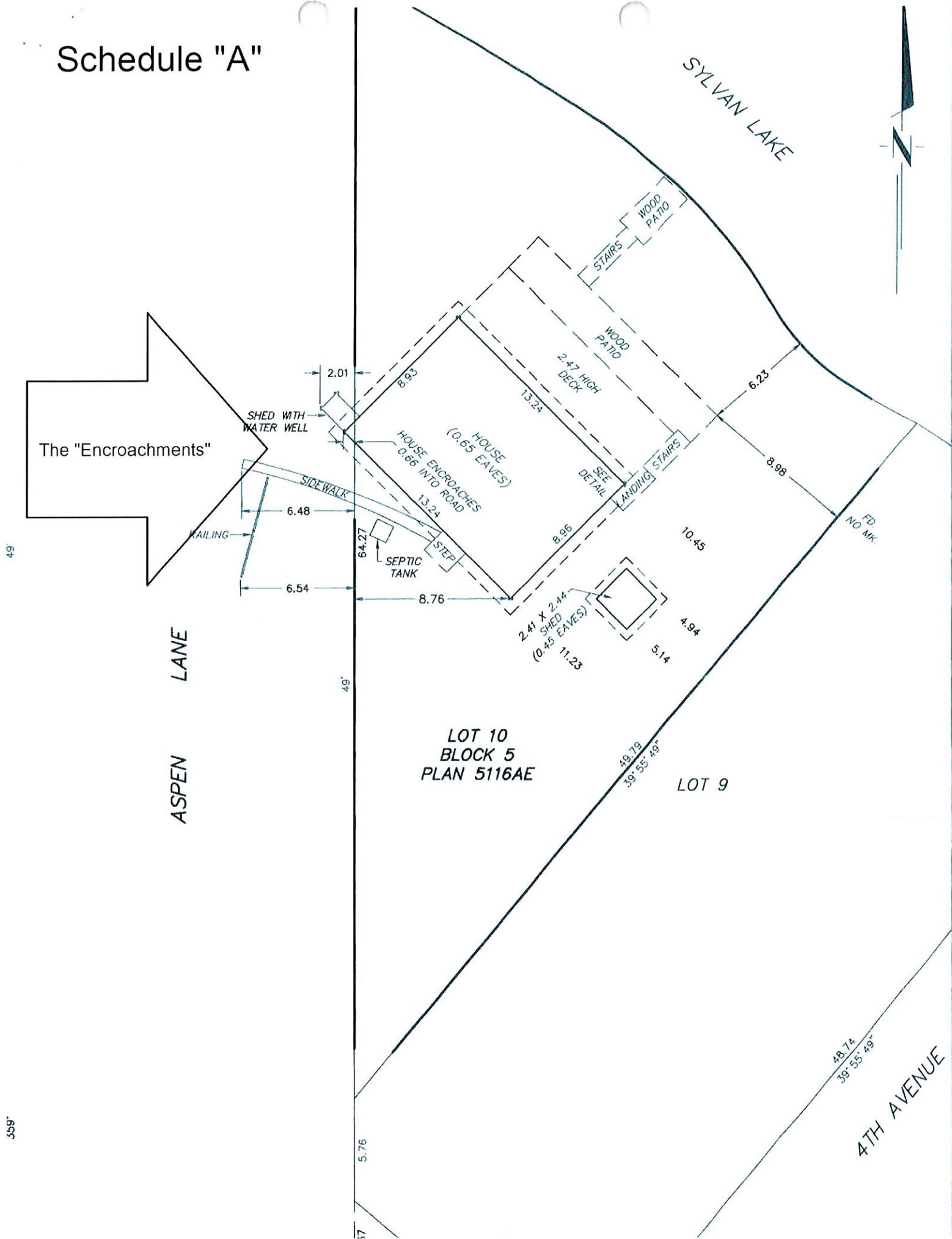
1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Environmental Open Space:
 - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.

- (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.
2. The Owner covenants and agrees with the Summer Village that the said encroachment shall not at any time hereafter be enlarged or extended beyond the designation set forth in Schedule "A" and that in the event of default of this covenant, the Summer Village may terminate this agreement, or alternately may give notice requiring the Owner to correct such default by removing, the enlargement or extension within thirty (30) days of the day the Summer Village gives notice of such default.
 3. Notwithstanding anything herein contained, and provided that the Summer Village required the land on which the encroachment is located for public purpose, the Summer Village may give notice to the Owner requiring the Owner to remove the encroachment from the Environmental Open Space within thirty (30) days of the day the Summer Village gives notice to the Owner. The Owner shall be responsible for and make payment of all costs of removal of the encroachment at the Owner's sole cost and expense and hereby waives all claim or entitlement for any costs, damages or expenses of removal of the encroachment. In the event of default of payment of any sum required to be paid by the Owner hereunder, such amount shall be deemed to be municipal tax and may be collected in the same manner as provided for pursuant to the Municipal Government Act, 2000 Chapter M-26, Statutes of Alberta, as amended from time to time, or successor legislation.
 4. Should the Owner fail to remove the encroachment from the Summer Village's lands when required pursuant to this agreement and correct such default within the time limited in paragraph 2 hereof, then the Summer Village with its own resources, or through the services of an independent contractor, employed by it for that purpose, shall be at liberty to enter upon the Owner's lands and take all such steps as are necessary to either remove the said encroachment, or to correct the default of the Owner by removing the unauthorized encroachment, and all costs incurred by the Summer Village through its own forces, or through the employment of an independent contractor shall be payable by the Owner to the Summer Village upon demand.
 5. The Owner shall indemnify and save harmless the Summer Village from, of and against all liability, claims, demands, judgements, suits and damages in connection with the continuance, use and operation of the said encroachment upon the Environmental Open Space.
 6. The Summer Village shall continue to have and reserves unto itself the full, free and uninterrupted right to occupy and use the encroached area in any manner in which it considers as appropriate but the Summer Village shall not unreasonably interfere with the rights conferred on the Owner.
 7. The parties hereto covenant and agree that the covenants herein contained shall and are hereby deemed to be covenants running with the land. The Owner acknowledges that the present agreement does not constitute an interest in the Environmental Open Space and that no Caveat or other instrument may be registered against the Summer Village's lands, but the Owner may caveat the Owner's lands with the respect to this agreement.

The Owner acknowledges that the within agreement is not a disposition of an interest in the Environmental Open Space by the Summer Village within the meaning of the Municipal Government Act of Alberta.

8. The Owner shall:
 - (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
 - (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
 - (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
 - (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
 - (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of THIRTY DOLLARS (\$30.00).
 - (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.
9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:
 - (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Environmental Open Space;
 - (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;
10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

Schedule "A"



AMENDED DEVELOPMENT PERMITrow #
1322

Permit Number: 181322

Municipal Address: 99 Grand Avenue

Lot: 10

Block: 5

Plan: 5116AE

Applicant:



On Behalf Of: -

The Development Involving: *Detached Garage, Dwelling Addition (Porch Roof), & Retaining Wall***Has Been Approved Subject to the Following Conditions:**

- 1) The applicant entering into a development agreement as may be required by the Council of The Summer Village of Norglenwold in respect of such matters:
 - A) Construction or payment for the construction of public roadways to give access to the development.
 - B) Installation or payment for the construction of off-street or other parking areas, loading and unloading areas.
 - C) Installation or payment for the installation of utilities required to serve the development.
- 2) The applicant paying any off-site or redevelopment levy as Council may impose by By-Law.
- 3) The payment of all outstanding property taxes or the making of arrangements, satisfactory to the Council, for the payment thereof, prior to the commencement of the development.
- 4) The development commences and continues in the manner applied for, including landscaping, and that all development complies with the regulations and specifications of the Land Use By-Law under which this permit was issued.
- 5) The construction shall be completed within 12 months and the landscaping shall be completed within 2 years of the date of permit issuance.
- 6) There shall be no alteration of grade at this time.
- 7) The payment of a \$3000.00 completions deposit to ensure all conditions of this development permit have been met, including the completion of building construction within a one-year period, landscaping completed within two years, and any or all road damage repaired.
- 8) An Alberta Land Survey Site plan is required at the time of the footing/slab pour to ensure compliance with the setbacks. This compliance is required prior to continuation of construction.
- 9) An Alberta Land Survey Site plan is required post landscaping to ensure compliance, survey must include parcel coverage of 50% or less.
- 10) Shoreline erosion control measures are prohibited unless prior written approval has been received from the appropriate provincial authorities and the Municipality.
- 11) All parcels shall be graded to ensure that storm water is directed to a drainage ditch without crossing adjacent land, except as permitted by the Development Authority. All maintenance and upkeep shall be the responsibility of the property owner.
- 12) Any damage to public roads due to the construction shall be repaired immediately at the expense of the permit holder.
- 13) Copies of all applicable Building, Electrical, and Plumbing & Gas permits shall be provided to the administration office to be kept on file.
- 14) Electrical power from the property line to the any building shall be constructed underground.
- 15) Both sheds to be removed from the property.
- 16) The exterior of the developments must be finished to match or compliment the exterior finish of the main building.
- 17) Sewer curb stop/valve must remain accessible as all times, during and after construction.
- 18) Any construction commenced prior to July 16, 2018 (21 day appeal period), is at the applicant's own risk.
- 19) Permit amended to include the construction of an addition to the dwelling (porch roof), adding additional concrete to the pad, and a new retaining wall.
- 20) Fence to be relocated to the property line, between this property and the road allowance.

You are hereby authorized to proceed with the development specified, provided that any stated conditions are complied with, that the development is in accordance with any approved plans and applications, and that construction conforms with any provincial and federal requirements relative to this development.

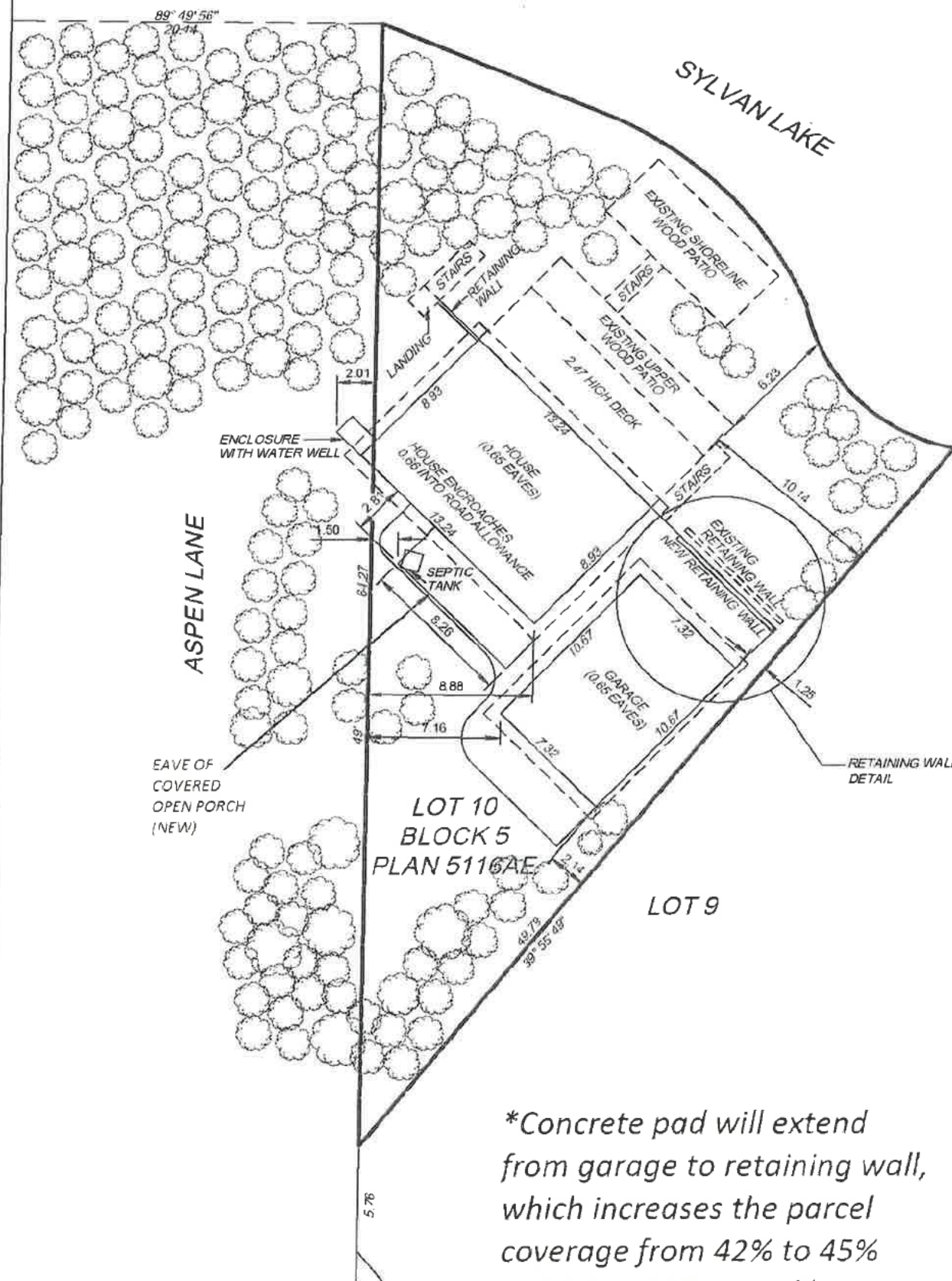
Date of Decision: April 27, 2018

Date of Issuance of Development Permit: May 04, 2018

Date of Amendment: June 25, 2018


Development Authority**Note:**

- 1) The issuance of a development permit in accordance with the notice of decision is subject to the condition that it does not become effective until 21 days after the date that the development permit is issued.
- 2) This permit is valid for a period of 12 months from the date of its issue, or the date of the decision of the Council confirming it. If at the expiry of this period, the development has not been commenced or carried out with reasonable diligence as determined by the development officer, this permit shall be null and void, unless an extension to this period, being no longer than an additional 12 months, has been previously granted.
- 3) Development Authority may carry out on-site inspections of the development at any time.



Concrete pad will extend from garage to retaining wall, which increases the parcel coverage from 42% to 45% (additional 28 sq. m.)

JUN 05 2018

DEVELOPMENT PERMIT

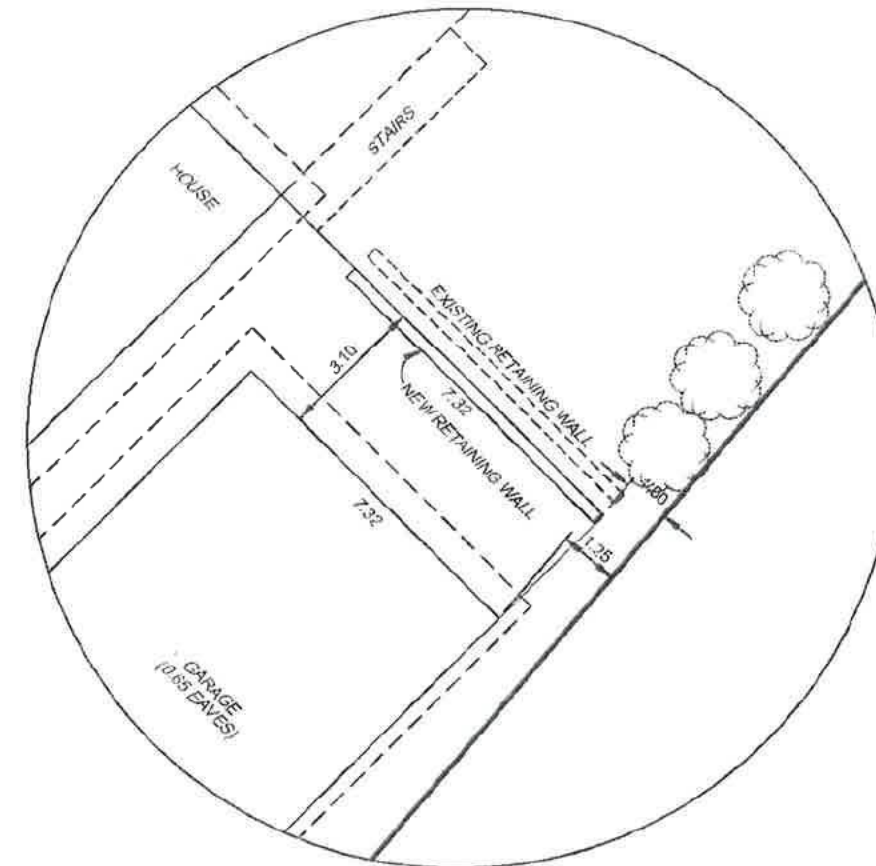
NO: 181322

CONDITIONALLY APPROVED

ON: JUN 25 2018

BY: *Kluu*
(Approving Authority & Signature)

Septic Tank will remain in current location, with access through concrete pad

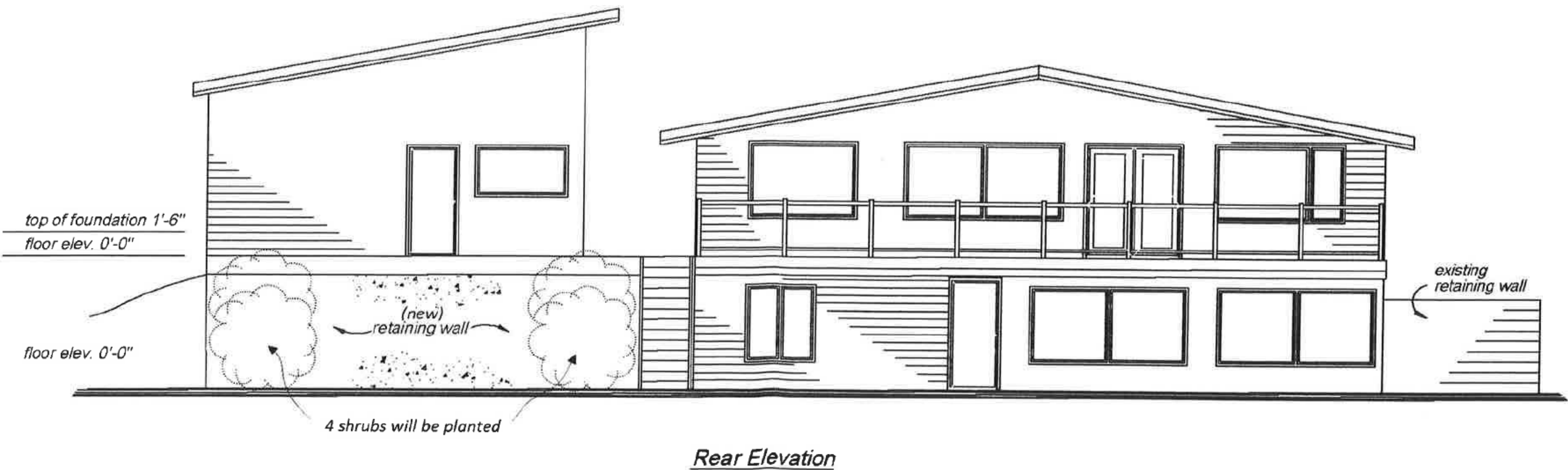
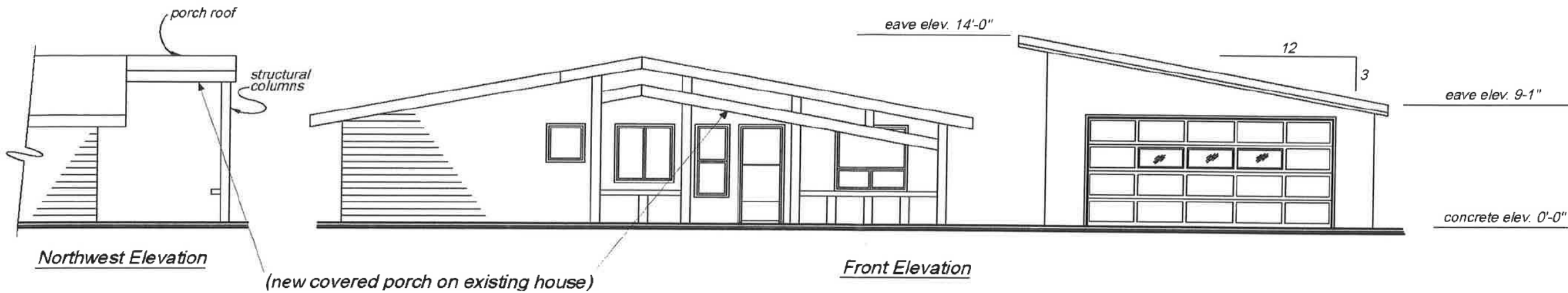


RETAINING WALL DETAIL

RESIDENCE - 99 GRAND AVE. VILLAGE OF NORGLLENWOLD, SYLVAN LAKE
PLOT PLAN - PROPOSED DEVELOPMENT

REV	DATE	DESCRIPTION	BY	DATE	APPROVED	DRAWING NUMBER	REV
4	06/05/2018	REVISED COVERED PORCH, ADDED DIMENSIONS	AP	DATE	21K 3/2018	003	4
3	05/06/2018	REVISED GARAGE SET BACK	AP	DATE	1-2018		
			BY	DATE	AP		

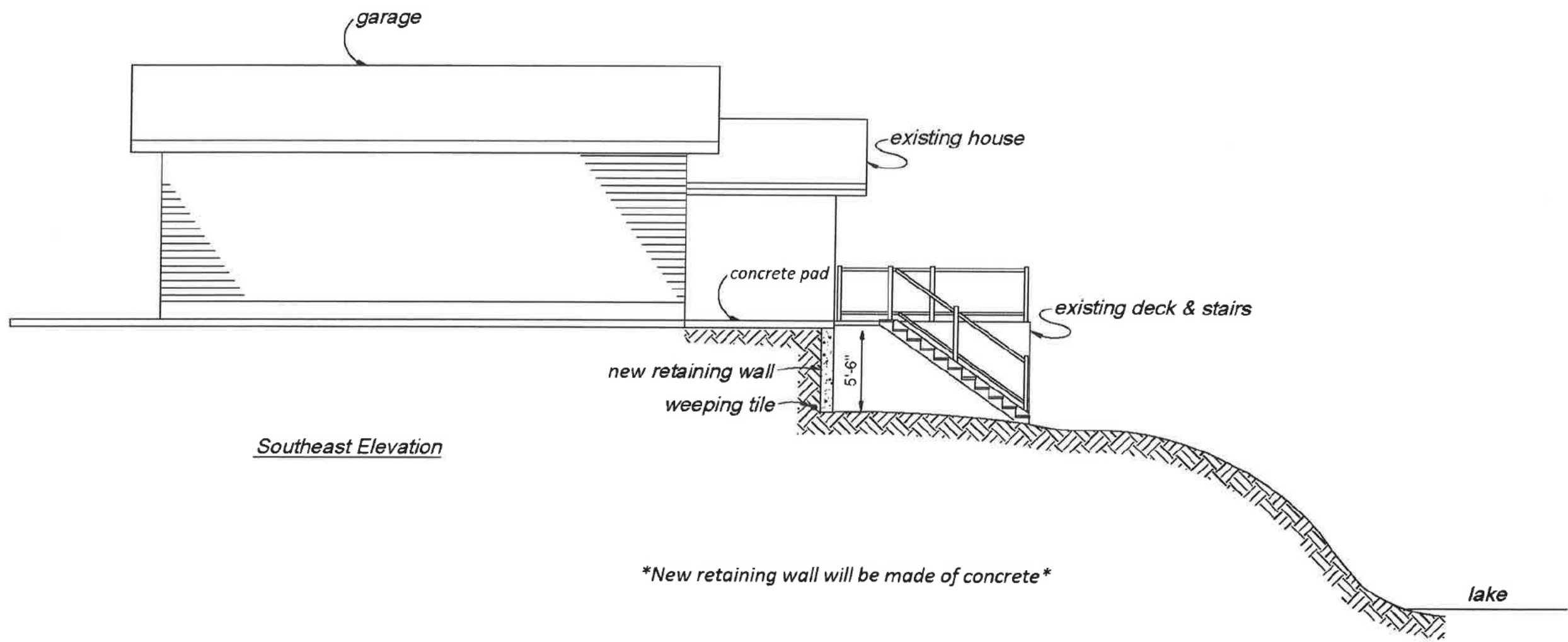
JUN 05 2018



RESIDENCE - 99 GRAND AVE. VILLAGE OF NORGLLENWOLD, SYLVAN LAKE
ELEVATIONS - PROPOSED DEVELOPMENT

DRAWING NUMBER		DATE	SCALE	BY	DATE	DESCRIPTION
1	004	2/10/2018	1/8" = 1'-0"	AP	24/05/2018	ADDED RETAINING WALL
REV						
1						

JUN 05 2018



New retaining wall will be made of concrete

RESIDENCE - 99 GRAND AVE. VILLAGE OF NORGLNWOLD, SYLVAN LAKE
SOUTHEAST ELEVATION

REV	DATE	DESCRIPTION	BY	DATE	SCALE	DRAWING NUMBER	REV
2	29/05/2018	ADDED EXISTING RETAINING WALL	AP	21/03/2018			2
1	24/05/2018	ADDED RETAINING WALL	AP		1/8" = 1'-0"	005	













Policy Title	Date:	Resolution No.
Encroachment Policy	May 29 2020	NGC-20-087

PURPOSE

The Summer Village of Norglenwold has the responsibility to manage Municipal Reserve, Environmental Reserve, Recreational Leases, Licenses of Occupation and the Shoreline within the boundaries of the municipality.

POLICY STATEMENT:

The Summer Village of Norglenwold asserts its right of ownership to all lands owned, leased and managed by the municipality. It is the policy of the Summer Village to work proactively with property owners to remove encroachments for all lands owned, leased and managed by the municipality.

DEFINITIONS:

“building(s)” includes anything constructed or placed on, in, over or under land but does not include a highway or road or a bridge forming part of a highway or road.

“development” means:

- (a) An excavation or stockpile and the creation of either of them; or
- (b) A ***building*** or an addition to, or replacement or repair of a ***building*** and the construction or placing in, on, over or under land of any of them; or
- (c) A change of use of land or a ***building*** or an act done in relation to land or a ***building*** that results in or is likely to result in a change in the use of the land or ***building***; or
- (d) A change in the intensity of use of land or a ***building*** or an act done in relation to land or a ***building*** that results in or is likely to result in a change in the intensity of use of the land or ***building***.

“encroachment(s)” means a ***building*** or ***development*** that illegally extends onto an adjacent property.

GENERAL:

1. The Summer Village requires the removal of all **encroachments** from lands owned, leased or managed by the municipality. The owners of the **encroachment** shall be required to remove the **encroachment** and restore the site to its original / natural state to the satisfaction of the municipality, and or
2. The Summer Village may permit **encroachments** onto property owned, leased or managed by the municipality if the **encroachment** is established and recognized in accordance with the provisions of this policy as of the date of the approval of the Policy.
3. Permitted **encroachments** identified by a letter of consent or a license agreement from the Summer Village of Sunbreaker Cove shall have a fee review every 5th year.

Encroachment on Environmental Reserve Lands

1. The Summer Village does not permit any type of **encroachment** on environmental reserve land.

Encroachments on Municipal Reserve Lands, Municipal Leased Properties and or Municipal Managed Properties

1. Existing **Encroachments** deemed by Council to be minor may be permitted provided a consent letter is issued by the Municipality. The consent letter shall include provisions reserving the Municipality's right to require the removal of the **encroachment** at any time at the expense of the owner of the **encroachment** and any other conditions deemed necessary by the municipality. Minor **encroachments** include the storing of piers and boat lifts.
2. Stairs, retaining walls, fire pits and other types of **development** encroaching onto Municipal property, excepting environmental reserves, may be permitted by the Council provided the owner of the **encroachment**:
 - a. Enters into an Agreement with the municipality outlining the terms by which both parties shall manage the **encroachment**.
 - b. Agrees that the existence of the **encroachment** in no way affect the Municipality's ownership of or authority over the lands.
 - c. Agrees to remove the **encroachment** at the encroaching party's expense at any time such removal is required by the municipality.
 - d. Agrees that upon the removal of the **encroachment**, the site will be restored to a condition acceptable to the municipality.
 - e. Provides, at the request of the municipality, a survey plan illustrating the extent of the **encroachment** prepared by a land surveyor registered to practice in the

province of Alberta to the satisfaction of the municipality prior to the execution of the agreement.

- f. Pays all costs incurred by the municipality to facilitate the execution of the agreement.
- g. Pays the annual ***encroachment*** fee of \$250.00 yearly.