### REGULAR MEETING AGENDA SUMMER VILLAGE OF SUNBREAKER COVE FEBRUARY 24, 2021 @ 9:00 A.M.

- A. CALL TO ORDER
- B. AGENDA additions/deletions
  - adoption
- C. ADOPTION OF MINUTES Regular Meeting Minutes, January 18, 2021
- D. DELEGATION
  - 1) Wastewater Delegates:
    - a) Brad Vander Heyden Stantec
    - b) Joel Sawatzky Stantec
    - c) Michael Wuetherick Municipal Wastewater Committee
    - d) Kathryn Kolaczek Alchemy Communications
    - e) Rhonda King Wastewater Consultant
- E. INFORMATION ITEMS
  - 1) Accounts Payable Report
  - 2) Quarterly Financial Report
  - 3) Development Update
- F. REQUESTS FOR DECISION
  - 1) Finance & Administration
    - a) Capital Budget
  - 2) Council & Legislative
    - a) Wastewater Consultant
    - b) Wastewater Project
    - c) Piers & Hoists
    - d) Minister's Award for Municipal Excellence
    - e) 2021 Census
    - f) Resident Request
    - g) Commissionaires
    - h) Short-Term Borrowing Bylaw
  - 3) Public Works
    - a) Mowing Contract

### 4) Planning & Development

a) Encroachment Agreement Request

#### G. COUNCIL, COMMITTEES AND CORRESPONDENCE

#### 1) Council Reports

- a) Teresa Beets
- b) Jim Willmon
- c) Keith Kimball

### 2) Committee Reports

- a) Julie Maplethorpe, Summer Village of Jarvis Bay
  - Town of Sylvan Lake Library Board
- b) Joint Services Committee
  - January 2021 Minutes

### 3) Correspondence

a) Advanced Ambulatory Care

### 4) Upcoming Meetings

a) Council Meeting - March 15, 2021

#### H. ADJOURNMENT

### Summer Village of Sunbreaker Cove Regular Meeting Minutes January 18, 2021

Minutes of a Regular Council Meeting of the Summer Village of Sunbreaker Cove, Province of Alberta, held January 18, 2021 in the Summer Village Administration Office at Sylvan Lake, Alberta.

**IN ATTENDANCE** 

Mayor: Teresa Beets via Zoom Deputy Mayor: Jim Willmon via Zoom

Councillor: Keith Kimball

CAO: Tanner Evans via Zoom
Public Works Coordinator: Chris Loov via Zoom
Development Officer: Kara Kashuba via Zoom

Recording Secretary: Teri Musseau

**CALL TO ORDER** The Meeting was called to order at 9:00 a.m. by Mayor Beets.

**AGENDA APPROVAL** 

**SBC-21-001** MOVED by Councillor Kimball that the agenda be adopted as presented.

CARRIED

**CONFIRMATION OF MINUTES** 

SBC-21-002 MOVED by Deputy Mayor Willmon that the minutes of the Regular

Meeting of Council held on December 21, 2020, be approved as

presented.

**CARRIED** 

**INFORMATION ITEMS** 

SBC-21-003 MOVED by Mayor Beets that the following information items be received

as information:

1) Accounts Payable Report

2) Development Update

**CARRIED** 

Kara Kashuba left the meeting at 9:50 a.m.

REQUEST FOR DECISION

**FINANCE & ADMINISTRATION** 

**Lacombe County Grant** 

SBC-21-004 MOVED by Mayor Beets that Council carry forward the unused 2020

funding for a Community Event in 2021.

**CARRIED** 

Tina Leer left the meeting at

**COUNCIL & LEGISLATION** 

Bylaw #156-21 False Alarm Bylaw

SBC-21-005 MOVED by Deputy Mayor Willmon that Council give 1st Reading to the

2020 False Alarm Bylaw #156-21 as amended. CARRIED

**SBC-21-006** MOVED by Councillor Kimball that Council give 2<sup>nd</sup> Reading to the 2020

False Alarm Bylaw #156-21 as amended.

**CARRIED** 

### Summer Village of Sunbreaker Cove Regular Meeting Minutes January 18, 2021

SBC-21-007 MOVED by Mayor Beets that Council give 3<sup>rd</sup> Reading to the 2020 False

Alarm Bylaw #156-21 at this meeting as amended.

**UNANIMOUSLY CARRIED** 

SBC-21-008 MOVED by Mayor Beets that Council give 3<sup>rd</sup> Reading to the 2020 False

Alarm Bylaw #156-21 as amended.

**CARRIED** 

Bylaw #146-20 SBC-21-009 Sylvan Lake Intermunicipal Development Plan

MOVED by Deputy Mayor Willmon that Council give 3<sup>rd</sup> and Final

Reading to the Sylvan Lake Intermunicipal Development Plan Bylaw #146-20. CARRIED

**COUNCIL REPORTS** 

SBC-21-209 MOVED by Deputy Mayor Willmon to accept the Council reports,

Committee reports and information items as information:

Mayor Beets

Stantec - Municipal Wastewater Line Technical Meeting

Association of Summer Villages of Alberta

Deputy Mayor Willmon

No reports

Councillor Kimball

No reports

Kara Kashuba left the meeting at 9:56 a.m.

**NEXT MEETING** 

SBC-21-010 MOVED by Mayor Beets that the next meeting of Council be held on

February 22, 2021 at 9:00 a.m.

**CARRIED** 

Council recess at 10:02 a.m.

Council reconvened at 1:00 p.m. with the same people as at the beginning of the meeting except for Kara Kashuba and the addition of Michael Wuetherick, Kathryn Kolaczek, Joel Sawatzky, and Brad Vander Heyden.

### **DELEGATION**

Municipal Wastewater Line

Michael Wuetherick the Wastewater Technical Advisor, Kathryn Kolaczek from Alchemy Communication, Joel Sawatzky and Brad Vander Heyden from Stantec, joined Council to discuss next steps moving forward with the Municipal Wastewater Line.

CARRIED

Kathryn Kolaczek and Chris Loov left the meeting at 1:21 p.m.

### Summer Village of Sunbreaker Cove Regular Meeting Minutes January 18, 2021

CLOSED SESSION	SION	SS	E	S	D	E	S	O	L	C
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SBC-21-011 MOVED by Mayor Beets that Council move to a closed session to seek

advice from officials as per FOIP Section 24, at 1:22 p.m.

**CARRIED** 

Joel Sawatzky left the meeting at 2:00 p.m.

Brad Vander Heyden left the meeting at 2:10 p.m.

SBC-21-012 MOVED by Councillor Kimball that Council return to an open meeting at

2:32 p.m.

**CARRIED** 

Lacombe County Sewer Line Proposal

SBC-21-013 MOVED by Mayor Beets that Council directs Administration to continue

negotiations with Lacombe County on the joint services proposal for

wastewater issues.

**CARRIED** 

**ADJOURNMENT** 

SBC-21-014 MOVED by Mayor Beets that being the agenda matters have been

concluded, the meeting adjourned at 2:37 p.m. CARRIED

MAYOR BEETS, MAYOR

TANNER EVANS, CAO

### **Summer Village of Sunbreaker Cove**

**January 18, 2021** 

**Delegation** 

**Request for Decision** 

Agenda Item: Municipal Wastewater Line

### **Background:**

Michael Wuetherick from the Municipal Wastewater Line Committee, Kathryn Kolaczek from Alchemy Communications, Rhonda King, Consultant, and Brad Vander Heyden and Joel Sawatzky from Stantec, will be in attendance to discuss the next steps in moving forward with the Municipal Wastewater Line.

### **Options for Consideration:**

1) Council accept as information.

### **Administrative Recommendations:**

1) Council accept as informaton.

### **Authorities:**

n/a

### **Summer Village of Sunbreaker Cove**

### **Administration and Finance**

Council Date: February 24, 2021

### **Information Item**

Agenda Item: Accounts Payable Update

### **Background:**

Total payables processed and presented to Council \$ 33,031.44 The following list identifies any payments over \$3,000:

1	L.	Lacom	be County	\$	3,045.00
		a.	Fire Response Dec 28-Gas Line/Billed	d to	Resident
2	2.	Summ	er Village of Norglenwold	\$	12,626.03
		a.	Dec 2020 Monthly Shared Costs		
3	3.	Summ	er Village of Norglenwold	\$	8,890.41
			T 2024 M (11 C) 1 C (		

a. Jan 2021 Monthly Shared Costs

### **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.

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Report Date 2021-02-16 11:14 AM

#### Summer Village of Sunbreaker Cove **List of Accounts for Approval** As of 2021-02-16

Batch: 2021-00007 to 2021-00016

Payment # Date Vendor Name Reference Invoice # **GL** Account Detail Amount Payment Amount **GL** Transaction Description Bank Code: MAIN - General Bank Computer Cheques: 703 2021-01-31 **Assoc of Summer Villages ASVA Membership 2021** 211-302-220 - Mem. ASVA JAN2021 RENEW ASVA Membership 2021 975.00 975.00 704 2021-01-31 **Alberta Urban Municipalities AUMA Membership 2021** 211-301-220 - Mem. AUMA 20210063 AUMA Membership 2021 823.74 312-000-260 - GST Paid Refundat GST Tax Code 41.19 864.93 705 2021-01-31 **Lacombe County** Response to 711 Elk St. Dec 28 223-000-200 - Contracted Fire Ser Response to 711 Elk St. D IVC00039962 3.045.00 3.045.00 706 2021-01-31 **Parkland Regional Library First Quarter** 210233 274-000-850 - Parkland Regional | First Quarter 173.14 312-000-260 - GST Paid Refundal GST Tax Code 8.66 181.80 707 2021-01-31 **Taxervice Tax Changes** 2371126 212-400-910 - Tax Changes Tax Changes 330.00 312-000-260 - GST Paid Refundal GST Tax Code 16.50 346.50 708 2021-01-31 Wild Rose Assessment Service Assessment Fees Jan 1-Mar 31 8126 212-400-232 - Assessment Fees Assessment Fees Jan 1-Mar 1.750.00 312-000-260 - GST Paid Refundal GST Tax Code 87.50 1,837.50 EFT: 165 2021-01-15 Summer Villages of Norglenwol Dec 2020 Monthly Shared Costs 2020-00198 Accrual 212-100-110 - Salaries Salaries 7,648.35 212-100-130 - Training **Training** 289.65 **Shared Benefits** 212-100-140 - Benefits 227.08 212-100-210 - Travel & Subsisten T&S 25.74 212-100-211 - WCB **WCB** 149.48 212-100-266 - PW Fleet Public Works Fleet 200.18 212-200-215 - Postage/Freight/Co Postage/Freight 584.33 212-200-500 - Printing Costs **Printing Costs** 38.44 212-200-510 - Office Supplies Office Supplies 125.30 212-300-217 - Phone/Fax/Internet Phone/Fax 67.93 212-300-540 - Utilities Utilities 153.29 212-300-250 - Facility Improvemer Facility Improvements 6.97 212-300-255 - Facility Maintenanc Facility Maintenance 404.30 212-300-263 - Condominium Cost Condominium Cost 0.00 212-300-240 - Computer Sofware/ Computer Software 51.49 212-300-242 - IT Equipment IT Equipment 0.01 212-300-265 - Equipment Mainten Equipment Maintenance 0.00 212-300-270 - Equipment Rental Equipment Rental 38.44 212-300-510 - Other Contingency Contingency 1,430.25 212-300-500 - Development Contil Development Contingency 1,184.80 12,626.03

2021-01-29

Void the EFT transaction

Report Date 2021-02-16 11:14 AM

#### Summer Village of Sunbreaker Cove **List of Accounts for Approval** As of 2021-02-16

Batch: 2021-00007 to 2021-00016

Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
167	2021-02-08	Void the EFT transaction			
168	2021-02-08	Void the EFT transaction			
169	2021-02-08	Void the EFT transaction			
			Oallatarral Barralarran		
170	2021-02-09	Alchemy Communications Inc.		0.050.00	
2574		242-000-254 - Wastewater Project	•	2,250.00	0.000.50
		312-000-260 - GST Paid Refunda	IGST Tax Code	112.50	2,362.50
171	2021-02-09	Al's Bobcat & Trucking	Sanding Jan 4 & 11		
17741		232-000-255 - Plowing Program	Sanding Jan 4 & 11	950.00	
		312-000-260 - GST Paid Refunda	<u> </u>	47.50	997.50
172	2021-02-09	Summer Villages of Norglenwo	RARB Membership		
2021-0020	l	212-400-232 - Assessment Fees	RARB Membership	200.00	200.00
0004 0000		040 000 054 W 4 4 B :	1 O C O 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	470.00	
2021-0002	2	242-000-254 - Wastewater Projec		172.20	
		242-000-254 - Wastewater Projec 242-000-254 - Wastewater Projec	•	172.20 314.88	659.28
		242-000-254 - Wasiewalei Frojec	Postage - WW Mallout	314.00	039.26
				Payment Total:	859.28
173	2021-02-16	Summer Villages of Norglenwo	Llan 2021 Monthly Shared Co	nete	
2021-0003		212-100-110 - Salaries	Salaries	5,127.13	
2021 0000	•	212-100-130 - Training	Training	148.96	
		212-100-140 - Benefits	Shared Benefits	179.05	
		212-100-210 - Travel & Subsisten		0.00	
		212-100-211 - WCB	WCB	155.70	
		212-100-266 - PW Fleet	Public Works Fleet	0.00	
		212-200-215 - Postage/Freight/Co		84.22-	
		212-200-500 - Printing Costs	Printing Costs	91.13	
		212-200-510 - Office Supplies	Office Supplies	112.62	
		212-300-217 - Phone/Fax/Internet		121.10	
		212-300-540 - Utilities 212-300-250 - Facility Improveme	Utilities Facility Improvements	104.53 0.00	
		212-300-255 - Facility Maintenance	· · ·	0.00	
		212-300-263 - Condominium Cost	•	760.80	
		212-300-240 - Computer Sofware		2,018.15	
		212-300-242 - IT Equipment	IT Equipment	0.00	
		212-300-265 - Equipment Mainter	Equipment Maintenance	0.00	
		212-300-270 - Equipment Rental	Equipment Rental	40.04	
		212-300-510 - Other Contingency		115.41	
		212-300-530 - Building Insurance	Jan 2021 Monthly Shared C	0.00	8,890.41
2021-0002	6	232-000-200 - Green Space Progr	ATB MC-Locks for Bollards	44.99	44.99
				Payment Total:	8,935.40
				Total for MAIN:	33,031.44

Report Date 2021-02-16 11:14 AM

#### Summer Village of Sunbreaker Cove **List of Accounts for Approval** As of 2021-02-16

Batch: 2021-00007 to 2021-00016

Payment # Invoice #	Date	Vendor Name GL Account		Reference GL Transaction De	scription	Detail Amount	Payment Amount
Certified Cor	rect This Februa	ry 16, 2021					
Mayor			Administrato	r		•	

### **Summer Village of Sunbreaker Cove**

### **Finance**

### Information Item

**Agenda Item:** Quarterly Financial Report

### **Background:**

Administration would like to provide the following 4th Quarter Financial information to Council.

### **Options for Consideration:**

- The Operating Budget Report to December 31, 2020
- MOST grant funding in the amount of \$3,620.45 was moved into Other Revenue to offset the following Pandemic expenditures:

Office supplies \$525.37
IT expenses \$1,304.89
Work from home CAO \$458.15
Cleaning costs \$297.68
Covid barriers \$104.89
Computer hardware/software \$929.48
(\$9,581.55 remains for 2021 in Deferred Revenue)

-The Lacombe County Grant of \$539 was carried forward to 2021 and was removed from the 2020 Operations Revenue and placed in Deferred Revenue for yearend purposes.

- ASFF Report to December 31, 2020
- Due to the late approval of the Provincial Order in Council, which sets the school mill rates for the year, the 2020 provincial education property tax requisitions were not released until June 15, 2020. Hence the March and June 2020 invoice amounts were based on the 2019 property tax requisitions. The invoices for September and December were adjusted to reflect Sunbreaker Cove's actual 2020 requisitions from March and June based on the new property tax requisitions. Due to the decrease in 2020 school requisitions, we slightly over collected by \$743.37 as we had been collecting \$1,489.67 for the 2019 shortfall.

- Capital Projects Report to September 30, 2020
- -All Capital Wastewater Funding has been moved over from Deferred Revenue per expenses incurred.

#### Balances at December 31, 2020

ATB Bank Account \$2,429,171.95

Council Remuneration - December 31, 2020

- Teresa Beets \$1,318.59
- Jim Willmon \$625.00
- Keith Kimball \$400.00

#### Reserves and Deferred Accounts

•	Accumulated Surplus	95,869.14
•	Completions Deposits	21,000.00
•	Deferred Revenue (Grants)	798,319.67
•	JSC IT Reserve	5,000.00
•	Reserves Roads	400,000.00
•	Reserves Wastewater	962,444.49
•	Reserves General Operating	62,767.87
•	Mill Rate Stabilization Fund	25,000.00

- Unpaid Taxes as of Jan 22/21
- 9 Properties \$24,760.48 (1 will be sent to TAXervice for further collection due to going into 2nd year unpaid, 2 are 1<sup>st</sup> year unpaids and the remaining are under \$200).

### **Administrative Recommendations:**

That Council discusses and accepts as information.

### **Authorities:**

MGA 207 (c) "advises and informs the council on the operation and affairs of the municipality"

Report Date 2021-01-22 1:11 PM

### **Summer Village of Sunbreaker Cove** Operating Budget For the Period Ending December 31, 2020

	Budget	2021 YTD	YTD
Revenue	****		
101-000-110 - Taxation	306,275.47	305,905.92	(369.55)
101-000-120 - Garbage Levy	32,574.00	32,330.00	(244.00)
101-000-510 - Taxes Penalties & Cos	5,000.00	7,313.56	2,313.56
101-103-130 - DI - Designated Industrial	11.15	11.15	
112-000-410 - Sale of Services & Su	57.40	650.00	592.60
112-000-540 - Interest Charges	N GASS SCHOOLSE TOURS	85.84	85.84
112-000-550 - Return on Investments	15,000.00	21,666.56	6,666.56
112-000-570 - Other Revenue		3,936.39	3,936.39
112-000-740 - MSI Operational	9,125.00	9,078.00	(47.00)
112-000-840 - Grant Lacombe	557.29		(557.29)
112-000-610 - Federal Gas Tax Funding	9,000.00	38,253.00	29,253.00
121-000-530 - Fines Provincial Coll	500.00	110.00	(390.00)
161-000-410 - Compliance Certifica	525.30	700.00	174.70
161-000-510 - Inspection Fees	1,050.60	1,765.65	715.05
161-000-520 - Development Permits/A	1,575.90	1,500.00	(75.90)
161-000-590 - Encroachment Fees	450.00	450.00	
Total Revenue:	381,702.11	423,756.07	42,053.96
Expenditures			
Council and Legislation			
211-101-150 - Mayor Remuneration	8,000.00	8,230.00	(230.00)
211-101-210 - Mayor Trav & Sub	2,500.00	867.89	1,632.11
211-102-150 - Deputy Mayor Renumera	4,000.00	3,419.82	580.18
211-102-210 - D. Mayor Trav & Sub	1,500.00	788.09	711.91
211-103-150 - Councillor Remunerati	2,000.00	1,925.00	75.00
211-103-210 - Councillor Trav & Sub	1,000.00		1,000.00
211-201-212 - Alberta Summer Village Association	1,020.00		1,020.00
211-202-212 - Alberta Urban Municipalities Association	816.00	560.00	256.00
211-203-212 - Council Education Opportunity	450.00	600.00	(150.00)
211-301-220 - Mem. AUMA	950.00	903.00	47.00
211-302-220 - Mem. ASVA	975.00	975.00	
211-303-220 - Mem. FCM	162.84	95.43	67.41
211-304-220 - Mayors and Reeves Mem	108.21		108.21
Total Council and Legislation:	23,482.05	18,364.23	5,117.82
Administration 212-100-110 - Salaries	94 259 20	04 004 04	2 477 00
	84,358.30	81,881.21	2,477.09
212-100-130 - Training	1,987.16	2,108.20	(121.04)
212-100-140 - Benefits 212-100-210 - Travel & Subsistence	3,813.20	2,591.75	1,221.45
	2,134.82	68.66	2,066.16
212-100-211 - WCB	958.67	1,778.72	(820.05)
212-100-266 - PW Fleet	1,342.68	1,057.53	285.15
212-200-215 - Postage/Freight/Couri	1,533.87	1,463.44	70.43
212-200-500 - Printing Costs	1,533.87	770.82	763.05
212-200-510 - Office Supplies	1,802.41 1,565.07	1,567.71	234.70
212-300-217 - Phone/Fax/Internet	1,565.97	1,155.02	410.95
212-300-240 - Computer Sofware/Mtnc	1,150.41	1,390.16	(239.75)
212-300-242 - IT Equipment	613.55	1,640.55	(1,027.00)
212-300-250 - Facility Improvements	613.55	560.27	53.28
212-300-255 - Facility Maintenance	1,016.19	1,148.45	(132.26)
212-300-263 - Condominium Costs	805.28	664.94	140.34

Report Date 2021-01-22 1:11 PM

### Summer Village of Sunbreaker Cove Operating Budget For the Period Ending December 31, 2020

	Budget	2021 YTD	YTD
212-300-265 - Equipment Maintenance	325.95		325.95
212-300-270 - Equipment Rental	632.72	589.40	43.32
212-300-500 - Development Contingency	2,237.80	2,176.85	60.95
212-300-510 - Admin Contingency	1,879.75	1,890.95	(11.20)
212-300-515 - Fleet Replacement Reserve	716.09		716.09
212-300-540 - Utilities	805.28	1,228.37	(423.09)
212-400-220 - Council Mtg Expenses	787.95	666.93	121.02
212-400-221 - Fees and Charges	6,630.00	2,869.03	3,760.97
212-400-222 - Advertising	1,122.00	570.69	551.31
212-400-230 - Legal Fees	4,202.40	2,139.40	2,063.00
212-400-231 - Audit Fees	6,210.00	6,044.68	165.32
212-400-232 - Assessment Fees	7,798.00	7,400.00	398.00
212-400-233 - Accounting Software	1,838.60	1,981.60	(143.00)
212-400-275 - Municipal Insurance	3,677.10	2,438.35	1,238.75
212-400-910 - Tax Changes	210.12	16.50	193.62
212-400-920 - Infrastructure Reserve	6,709.00	6,709.00	
212-401-220 - Election Expenses	1,500.00	-,	1,500.00
Total Administration:	152,512.69	136,569.18	15,943.51
Protective Services			
223-000-200 - Contracted Fire Service	9,061.00	8,653.62	407.38
224-000-200 - Emergency Management	3,060.00	2,500.00	560.00
224-000-201 - Safety Equipment	204.00		204.00
225-000-200 - Policing Costs	6,055.00		6,055.00
226-000-200 - Enforcement	27,000.00	20,005.64	6,994.36
Total Protective Services:	45,380.00	31,159.26	14,220.74
Public Works			
232-000-200 - Green Space Program	13,280.00	11,361.32	1,918.68
232-000-240 - Tree Removal	9,000.00	5,560.00	3,440.00
232-000-250 - Road Maintenance Program	32,000.00	52,680.00	(20,680.00)
232-000-255 - Plowing Program	23,000.00	30,695.00	(7,695.00)
232-000-265 - Sign Program	2,060.00	1,515.82	544.18
232-000-270 - Pathway Program	3,000.00	1,690.00	1,310.00
232-000-530 - Ditch & Culvert Progr	2,040.00		2,040.00
242-000-250 - SLR WasteWater Commis	8,486.29	4,163.03	4,323.26
242-000-251 - SLR Water Commission	2,000.00	1,166.48	833.52
242-000-253 - System Debenture Share	3,738.38	3,738.88	(0.50)
242-000-254 - Wastewater Project Costs	9,500.00	7,750.00	1,750.00
243-000-200 - Waste Removal Contrac	12,000.00	11,232.00	768.00
243-000-255 - Landfill Costs	20,400.00	15,543.01	4,856.99
Total Public Works:	140,504.67	147,095.54	(6,590.87)
Planning and Development			
261-000-115 - IDP	1,500.00	915.14	584.86
261-000-200 - Planning Projects	500.00	280.00	220.00
261-000-215 - SDAB Costs	306.00		306.00
261-000-220 - MPC Costs	1,836.00	196.25	1,639.75
Total Planning and Development:	4,142.00	1,391.39	2,750.61

### **Summer Village of Sunbreaker Cove** Operating Budget For the Period Ending December 31, 2020

Report Date 2021-01-22 1:11 PM

	Budget	2021 YTD	YTD
272-000-500 - Buoys	5,000.00	4,920.00	80.00
272-000-510 - Parks & Playgrounds	5,630.00	5,930.80	(300.80)
272-000-515 - Regatta	2,200.00		2,200.00
212-403-220 - FCSS Town of Sylvan	2,104.80	2,104.80	
274-000-850 - Parkland Regional Lib	700.00	692.55	7.45
Total Recreation:	15,634.80	13,648.15	1,986.65
Environment			
273-101-150 - Red Deer River Waters	45.90	45.90	
Total Environment:	45.90	45.90	0.00
Total Expenditures:	381,702.11	348,273.65	33,428.46
Surplus / Deficit	0.00	75,482.42	75,482.42

Report Date 2021-01-19 10:58 AM

### **Summer Village of Sunbreaker Cove** ASFF Budget Report For the Period Ending December 31, 2020

	Budget	Year to Date	Budget Remain
Revenue	-		
101-100-130 - ASFF Residential	332,727.29	332,325.29	(402.00)
101-102-130 - ASFF Non-Residential	550.01	550.01	
101-103-130 - DI - Designated Industrial	11.15	11.15	
Total Revenue:	333,288.45	332,886.45	(402.00)
Expenditures			
201-100-130 - ASFF-Residential	332,727.29	330,088.70	2,638.59
201-200-130 - ASFF Non-Residential	550.01	564.71	(14.70)
201-300-130 - DI - Designated Industrial	11.15		11.15
Total Expenditures:	333,288.45	330,653.41	2,635.04
Surplus / Deficit	0.00	2,233.04	2,233.04

Report Date 2021-01-19 10:57 AM

### **Summer Village of Sunbreaker Cove** Capital Projects Budget For the Period Ending December 31, 2020

	Budget	Year to Date	Budget Remain
Revenue	2 470 797 00	13.696.82	(2.466.000.19)
197-191-840 - Project - Wastewater Collection System	3,479,787.00	13,090.02	(3,466,090.18)
Total Revenue:	3,479,787.00	13,696.82	(3,466,090.18)
Expenditures			
297-191-840 - Project - Wastewater Collection System	3,479,787.00	13,696.82	3,466,090.18
Total Expenditures:	3,479,787.00	13,696.82	3,466,090.18
Surplus / Deficit	0.00	0.00	0.00



## **Council Expense Claim Form**

NAME: Ter	esa Beets
POSITION:	Mayor
MONTH EN	DING: December-2020

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			
12/2/20	SLMC		Mayor	\$120.00			
12/3/20	Joint Services Committee		Mayor	\$120.00			
12/3/20	Special Meeting with SV Mayors on Line		Mayor	\$120.00			
12/7/20	Sylvan Lake Regional Wastewater Commission		Mayor	\$120.00			
12/8/20	Central Region Mayors Caucus		Mayor	\$ 120.00			
12/12/20	Special meeting discussions on wastewater and Piers and Hoists		Mayor	\$120.00			
12/14/20	SLRWWC North shore BI-weekly Tech Committee Meeting		Mayor	\$120.00			
12/21/20	Regular Council		Mayor +4 (2hour)	\$170.00			
12/22/20	Sylvan Lake Regional Wastewater Commission		Mayor	\$120.00			
12/1/20	ASVA		ASVA + \$70.00 (SBC)	\$70.00			
f event is o	f event is other please type it in.						

#### Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
12/2/20	SLMC	45.00	\$0.59	\$ 26.55
12/3/20	Joint Services Committee		\$0.59	\$0.00
12/3/20	Special Meeting with SV Mayors on Line		\$0.59	\$0.00
12/7/20	Sylvan Lake Regional Wastewater Commission	78.00	\$0.59	\$46.02
12/8/20	Central Region Mayors Caucus		\$0.59	\$0.00
12/12/20	Special meeting discussions on wastewater and Piers and Hoists		\$0.59	\$0.00
12/14/20	SLRWWC North shore BI-weekly Tech Committee Meeting		\$0.59	\$0.00
12/21/20	Regular Council		\$0.59	\$0.00
12/22/20	Sylvan Lake Regional Wastewater Commission	78.00	\$0.59	\$46.02
12/1/20	ASVA		\$0.59	\$0.00
			<b>.</b>	<b>\$</b> 118.59

### **Other Expenses**

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

MAYOR:	Teresa Beets	1 210 50	
C.A.O:		TOTAL PAYABLE: \$ 1,318.59	



## **Council Expense Claim Form**

NAME: Jim	Willmon
POSITION:	Deputy Mayor
MONTH EN	DING: December-2020

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
12/3/20	Online Course: Councils Roles in Public Engagement - Session 3		Deputy Mayor	\$100.00
12/10/20	Online Course: Councils Roles in Public Engagement - Session 4		Deputy Mayor	\$100.00
12/11/20	Regional Intermunicipal Development Plan Steering Committee		Deputy Mayor	\$100.00
12/12/20	Wastewater Committee		Deputy Mayor	\$100.00
12/13/20	Piers and Hoists Committee		Deputy Mayor	\$100.00
12/21/20	Regular Council		DM&C +4 (1hour)	\$ 125.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
f event is o	\$625.00			

#### **Travel**

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
12/3/20	Online Course: Councils Roles in Public Engagement - Session 3		\$0.59	\$0.00
12/10/20	Online Course: Councils Roles in Public Engagement - Session 4		\$0.59	\$0.00
12/11/20	Regional Intermunicipal Development Plan Steering Committee		\$0.59	\$ 0.00
12/12/20	Wastewater Committee		\$0.59	\$0.00
12/13/20	Piers and Hoists Committee		\$0.59	\$0.00
12/21/20	Regular Council		\$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
	the state of the s			\$0.00

MAYOR:	. 625.00
C.A.O:	TOTAL PAYABLE: \$ 625.00



## Summer Village Remuneration Claim Form

Address <u>K</u>	illey ALH	1// Date: Dec 2/	
Pate	Type of Meeting	\$100.00 Per Meeting	Total Due
Lec 3/2020	SLMC		1000
Le 12/2020	WASte Water		1000
ec 13/2020	Pus + Housts,		1/17/02
1021/2020	Council		11100
tal			407100
te	Type of Meeting	\$0.55 km Per Mileage	Total Due
al			
ature;			

<sup>\*</sup>Payments will be processed on the 30th of each month.\*

### **Summer Village of Sunbreaker Cove**

February 24, 2021

### **Planning and Development**

### **Information Item**

Agenda Item: Development Update

### **Background:**

**Development Permit Update:** 

Currently there are 57 development permits issued in the Summer Villages (21 in Birchcliff, 2 in Half Moon Bay, 8 in Jarvis Bay, 16 in Norglenwold, and 10 in Sunbreaker Cove).

The following is the listing for Sunbreaker Cove:

1.	809 Sunhaven Way	Shed
2.	1206 Marine Drive	Demolition
3.	717 Sunhaven Way	Addition
4.	1105 Larch Road	Dwelling
5.	809 Antelope Street	Addition
6.	669 Fox Crescent	Dwelling & Detached Garage
7.	1211 Pine Road	Garage with Guest House
8.	705 Elk Street	Relocation of Dwelling
9.	917 Deer Street	Addition
10	. 1319 Birch Road	Shed

### **Administrative Recommendations:**

Council to accept as information.

### **Authorities:**

Land Use Bylaw #99/13.

### **Summer Village of Sunbreaker Cove**

### **Finance**

### **Request for Decision**

**Agenda Item:** Capital Budget

### **Background:**

Attached is the proposed capital project budget for 2021.

### **Options for Consideration:**

1) That Council review and discuss the Capital Budget information provided and to provide any necessary input and projects into the 2021 Capital Budget.

### **Administrative Recommendations:**

1) That Council approve a 2021 Capital Budget.

### **Authorities:**

Section 242(1) of the Municipal Government Act, R.S.A. 2000, c M-26, provides that Council must adopt an operating budget for each calendar year.

## F-1-A

	Capital Projects	Total Anticipate	ed 5 years T	otal 2021 Budget
Expenses Anticipated				
	Wastewater Collection System		\$	3,400,000.00
	Road Paving		\$	309,672.00
	Drainage Project		\$ \$	90,000.00
			\$	-
Total Expenses			\$	3,799,672.00
Funding Anticipated			\$	-
Per Borrowing ByLaw #151-20	Provincial Grants of		\$	695,000.00
	SLRWW Commission Funding	\$	- \$	205,000.00
	Cash Reserves	\$ \$	- \$	1,500,000.00
	Borrowing up to	\$	- \$	1,300,000.00
	Cash Reserves - Road Paving		\$	309,672.00
	MSP - Drainage		\$	14,628.00
	Reserves - Drainage		\$	75,372.00
Total Grants			\$	4,099,672.00
Amount Required from Taxation			-\$	300,000.00
202 202 202 202			\$309,672	
202	4 Road Paving - 24,500 m2		\$583,345	

### **Summer Village of Sunbreaker Cove**

February 22, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Wastewater Consultant

### **Background:**

Administration received a proposal from Michael Wuetherick of Racin Management Consulting Inc., to provide consulting services regarding wastewater operations for all 5 summer villages. The proposal provides options for engineering and operations support, assisting in the management of the existing and future wastewater lines, and technical advising for matter that come out of the Sylvan Lake Regional Wastewater Commission.

Michael Wuetherick has proven to be a very useful asset to Administration with matters pertaining to the Sylvan Lake Regional Wastewater Commission and the Sunbreaker Cove municipal wastewater line.

This item was discussed at the January 26, 2021, Joint Services Committee meeting and the members were in support of the proposal recommending Administration to bring the proposal to each Council for consideration.

### **Options for Consideration:**

- 1. That Council support the proposal received from Racin Management Consulting as presented.
- 2. Council accepts as information.

#### Administrative Recommendations:

That Council support the proposal received from Racin Management Consulting as presented



## Racin Management Consulting Inc.

Site 1 RR 1 Box 71 Bentley, Alberta TOC 0J0

#### **Summer Villages of Sylvan Lake**

8, 14 Thevenaz Industrial Trail Sylvan Lake, Alberta T4S 2J5

January 22<sup>nd</sup>, 2021

Attention: Roger Dufresne, Chair, Joint Services Committee

**Tanner Evans, Chief Administrative Officer** 

Re: Proposal for Provision of Consulting Services for Wastewater Operations

Dear Roger and Tanner,

In response to your request for a proposal to provide consulting services in regards to the Wastewater operations for all five villages, please find attached my proposal outlining the services offered for consideration by the members of the Joint Services Committee.

The proposal includes options to provide services to the JSC as a whole in regards to the Sylvan Lake Regional Wastewater Commission ("SLRWWC"), and additional engineering and operations support as may be directed to assist the Summer Village Public Works department in managing the existing and future Village wastewater collection systems.

I would be pleased to discuss any component of the proposal at your convenience. If you have any questions, please give me a call at (403)863-4245, or via email at mwuetherick@gmail.com.

Sincerely,

**Racin Management Consulting Inc.** 

Michael Wuetherick, P.Eng.

President & CEO

### Racin Management Consulting Inc. - Consulting Services Proposal

#### 1.0 Proposed Services

The proponent provides the following overview of the services available, to be agreed upon by the JSC and/or SV Administration, on an as needed basis.

#### 1. Support of SLRWWC Directors with Governance and Operations

- a) Assessment of the annual Commission budget including forecasts of volume, operating costs, capital budget plans and adequacy of reserves.
- b) Verify rate model used by Commission and ensure compliance with the approved business plan.
- c) Review of annual operating costs of the Commission, and provide any insight into improving operating efficiency or elevating level of service.
- d) Review of compliance with SLRWWC bylaws and reporting requirements.
- e) Recommendations to directors regarding potential strategic direction of the Commission involving the Villages.
- f) Attend all SLRWWC board and technical committee meetings as directed.

#### 2. Engineering and Operations Support of Village Collection Systems

- a) Provide operations and engineering support to public works staff in developing annual operating and capital budgets for each community.
- b) Assist Administration in preparing RFQ's as needed to supply operations and maintenance services within the Villages.
- c) Assist in developing standard operating procedures and ensure municipal compliance with Code of Practice requirements, including annual reporting as may be required.
- d) Develop Asset Management Plans with Administration to forecast long-term capital replacement reserve requirements.
- e) Assist Administration in obtaining other professional services that may be required (i.e. Contract Operators, engineering support, trades and other contractors as needed.)
- f) Provide technical consulting and project management oversight on repairs, extensions or construction of new projects. This includes assistance in preparing and reviewing Tenders generated by engineering contracts, and recommendations to council regarding tender awards.

I also have developed an extensive network of engineers, trades, contractors and certified operators that can be called upon as required in support of the individual needs of the Villages.

#### 3. Cost of Services

Racin's current hourly rate is \$125 per hour plus GST, plus disbursements and compensation for mileage at the current rate as published by CRA (Currently \$0.59/km). For attendance at SLRWWC meetings, the proposed fee of \$50 per hour of meeting time plus mileage if required. Annual costs are forecast based on the time needed to prepare prior year's reviews provided to the JSC.

<b>SLRWWC Related Services</b>	Rate (\$/hr)	<b>Estimated Hours</b>	<b>Annual Cost</b>
Consulting & Advisory Services	\$125.00	15	\$1,875.00
SLRWWC Meetings	\$50.00	16	\$800.00
		<b>Total Annual Estimate</b>	\$2,675.00

For any additional services related to consulting services to individual municipalities, the proposed rate is \$125.00 per hour plus mileage rates. Prior to commencing any project related work, the Proponent and SV Administration will prepare a mutually agreeable scope of work, from which Racin will provide an estimated cost prior to commencement of the work.

Relative to Sunbreaker Cove, I presently volunteer my services due to pecuniary interest requirements due to my relation to Mayor Teresa Beets. If and when the pecuniary interest issue is resolved, rates as proposed above will apply.

### **Key Personnel:**

#### Michael Wuetherick, P.Eng



Michael is a former senior executive with extensive management experience in the upstream oil and gas sector in both private and public companies serving as President, CEO and CFO. With over 25 years' experience in engineering, operations, senior executive management roles and as a corporate director. Examples of Michael's business experience and capabilities relevant to this proposal include the following:

- Broad experience in formulating and managing long term business plans, financial modelling, strategic planning and implementing risk management strategies.
- Proven leadership ability in managing large and complex organizations ensuring financial and operating
  proficiency of the organization, maintaining emergency preparedness policies and compliance with
  internal and government reporting standards.
- Experienced in developing and managing internal financial controls, including interaction with external auditors, regulatory bodies and maintaining timely communications with all stakeholders and partners.
- Highly developed negotiation skills to ensure timely and cost effective business relationships with service providers, joint venture partners and external agencies.
- Extensive operations experience including design, construction and operations of facilities including pipelines, pumping stations, compressors stations, SCADA control centers, electrical generation, oil batteries and gas processing plants.
- Over 20 years of direct project engineering and management experience responsible for timely and cost effective execution of major capital programs of over \$100 million per year. Including oversight and management of large multi-disciplinary teams and 3<sup>rd</sup> party engineering and financial consultants.
- Strong interpersonal skills including extensive public speaking experience, development and management of the organization's communication strategy, and being the key contact point for all stakeholders.
- Experienced corporate director with solid understanding of corporate governance practices.

#### **Relevant Municipal Management Experience**

#### Project Technical Advisor – Summer Village of Sunbreaker Cove Alberta (2014-Current)

Michael is currently the Project Technical Advisor (Volunteer position) with regards to the design, construction and operation of a municipal wastewater gathering system to be constructed within the Summer Village of Sunbreaker Cove, scheduled to be completed in 2021. The municipal system will be constructed in conjunction with the proposed Northern Lateral extension of the Sylvan Lake Regional Wastewater Commission ("SLRWWC").

Working directly with the Summer Village Councilors, Michael has fulfilled the technical leadership role of the project including the following tasks:

- Development of a thorough communication strategy, including public presentations at community Annual General Meetings, and project open-houses with residents.
- Review of previous feasibility and engineering studies completed, and recommendation of a revised system design lowering installed capital cost requirements from \$6.4 mm to \$3.2 mm.
- Technical advisor overseeing detailed engineering design conducted by Stantec Engineering in 2016.
- Reviewed business plan prepared by Robert Jenkins & Associates required to support the Village's application for debenture financing.

#### Member of the Sylvan Lake Regional Wastewater Technical Committee (2017 – Current)

Michael was appointed by Sunbreaker council in 2017 as the community's representative on the SLRWWC Technical Committee. The Technical Committee is responsible for recommending to the board best practices in terms of system design, development and implementation of standard operating procedures, and accountability for ensuring the efficiency and reliability of the Commission's facilities.

The Technical Committee oversaw the design of the recent \$42 mm regional project connection to the City of Red Deer including selection of routing, review of detailed engineering design and cost estimates, development of tenders for construction and recommendation of selected contractors. Michael currently serves on the Technical Committee managing construction of the North Shore Lateral extension and Blissful Beach lift station.

#### Consultant, Robert Jenkins & Associates (2017)

Michael assisted in preparing updates to two municipal Water and Wastewater business plan models and rate studies in conjunction with Bob Jenkins.

- Business plan update for the Westlock Regional Water Services Commission. Project included a review of historical operating and accounting performance and determining forecast utility rates due to proposed expansion of the Commission facilities.
- Utility rate study for the Town of Bonnyville Water and Wastewater systems. Project included a review
  of historical operation and accounting performance and forecasting future utility rates for both
  systems. Working in conjunction with Stantec Engineering, the rate study incorporated the forecast
  capital costs for replacement and capital requirements based on Stantec's Asset Management Program
  for the Town's water utilities.

#### Chief Administrative Officer, South Red Deer Regional Wastewater Commission (July 1, 2018)

Appointed CAO of the South Red Deer Regional Wastewater Commission ("SRDRWC") effective July 1, 2018. The SRDRWC is a large scale regional wastewater collection system providing wastewater transportation from the Towns of Olds, Bowden, Innisfail and Penhold and also from Red Deer County and Mountain View County, with an annual operating budget of over \$8 million per year.

The SRDRWC system includes over \$150 million of capital assets including transmission lines, six lift stations, and odor management facility and a SCADA operations system transporting over 3.3 million m<sup>3</sup> per year of wastewater to the City of Red Deer treatment plant.

#### Chief Administrative Officer, Mountain View Regional Waste Management Commission (September 1, 2018)

Appointed CAO of the Mountain View Regional Waste Management Commission ("MVRWMC") effective September 1, 2018. The MVRWMC provides solid waste management services to the Towns of Cremona, Carstairs, Didsbury, Olds, Sundre and Mountain View County. The Commission's employees 11 staff and has an annual budget of \$3.2 mm per year.

The MVRWMC system includes a Class II Landfill in Didsbury, Alberta plus two waste transfer stations in Water Valley and Sundre, and a total of 8 recycling centers throughout Mountain View County.

### **Summer Village of Sunbreaker Cove**

February 22, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Wastewater Project

### **Background:**

In October 2020, Kathryn Kolaczek from Alchemy Communications began joining Council meetings as a delegation after her March 2020 Council meeting where Council decided to have Kathryn pause additional work until closer to the project moving forward although no motion has been recorded.

The Wastewater Technical Committee would like to bring on Rhonda King and her consulting company as the new contractor for executing approved project work for the municipal wastewater gathering system in Sunbreaker Cove.

### **Options for Consideration:**

- 1. That Council approve Kathryn Kolaczek from Alchemy Communications resuming her role public relations role for the municipal wastewater line.
- 2. That Council approve the onboarding of Rhonda King and her consulting company as the new contractor for executing approved project work for the municipal wastewater gathering system in Sunbreaker Cove.
- 3. Thank Council accept as information.

#### Administrative Recommendations:

- 1. That Council approve Kathryn Kolaczek from Alchemy Communications resuming her role public relations role for the municipal wastewater line.
- 2. That Council approve the onboarding of Rhonda King and her consulting company as the new contractor for executing approved project work for the municipal wastewater gathering system in Sunbreaker Cove.



#### **GENERAL SERVICE AGREEMENT**

# THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 10th day of February, 2021

#### **BETWEEN:**

### **Summer Village of Sunbreaker Cove**

Summer Village Administration Office Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5

(the "Client")

- AND -

#### **Alchemy Communications Inc**

of Suite 514, 5940 Macleod Trail SE Calgary, Alberta, T2H 2G4 (the "Contractor")

#### **BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **Services Provided**

- 1. The Services will also include any other tasks, which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
  - a. PR Consultation \$150.00 per hour plus GST

#### **Term of Agreement**

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 3. In the event that either Party wishes to terminate this Agreement prior to the completion of the services, that Party will be required to provide 20 days' written notice to the other Party; only applicable if the Agreement has been in effect for a minimum of 6 months.

#### **Performance**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

#### **Compensation**

- 6. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$150.00 per hour plus GST for PR Consultation.
- 7. Invoices will be submitted on a monthly basis.
- 8. Invoices submitted by the Contractor to the Client are due immediately.
- 9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

#### Reimbursement of Expenses

- 10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement.
- 11. All expenses must be pre-approved by the Client.

#### **Penalties for Late Payment**

12. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

#### **Confidentiality**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

- 14. The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

#### **Ownership of Intellectual Property**

- 16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **Return of Property**

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **Capacity/Independent Contractor**

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

#### **Notice**

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

### Summer Village of Sunbreaker Cove Summer Village Administration Office Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5

### Alchemy Communications Inc Suite 514, 5940 Macleod Trail SE Calgary, Alberta, T2H 2G4

or to such other address as any Party may from time to time notify the other.

#### Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in

connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **Modification of Agreement**

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Assignment**

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **Entire Agreement**

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Governing Law**

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## **Severability**

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

28. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 10th day of February 2021.

**Summer Village of Sunbreaker Cove** Summer Village Administration Office Bay 8, 14 Thevenaz Industrial Trail

Sylvan Lake, AB T4S 2J5

**Alchemy Communications Inc.** 

Attn: Kathryn Kolaczek, CEO 5940 Macleod Trail S, Macleod Place II Calgary, AB T2H 2G4

Per:	Per: Lathly kolayik		
	— / IA9F2A020EE423		
Date:	Date: <sup>2/10/2021</sup>		

February 24, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Piers & Hoists

## **Background:**

Due to recent communications between some of the residents of Sunbreaker Cove and Gerry Haekel from Alberta Environment and Parks regarding docks, Mayor Beets would like to discuss how Council will roll out their plan for the 2021 boating season.

## **Options for Consideration:**

- 1. That Council discuss and provide direction to Administration.
- 2. Council accepts as information.

## **Administrative Recommendations:**

That Council discuss and provide direction to Administration.

From: **Gerry Haekel** To: Joe Morrison Cc: **Emilia Caputo** 

Subject: Feedback on Disturbance Standard for Temporary Seasonal Docks

Date: Tuesday, June 2, 2020 11:27:20 AM

Dear Joe Morrison.

Thank you for sharing your perspective on the development of Alberta's proposed Disturbance Standard for temporary seasonal docks for recreational purposes.

One of the intentions in creating the Disturbance Standard was to remove the current requirement for waterfront and semi-waterfront landowners from needing to obtain an authorization for their use of seasonal docks on the Crown owned beds and shores of lakes.

In many lake communities, it is not uncommon for backlot property owners such as yourself, to also have made arrangements with other community members to access the lake to put out a boat lift or to share dock structures. Under the current proposal, existing uses such as yours are proposed to continue to be allowed by being grandfathered for the next five years. After that, such backlot uses or shared docks will need to be formally authorized if placed in front of a waterfront landowner's lot provided the user has the consent of the waterfront landowner. In many instances, such consents may already exist from the Summer Village of Sunbreaker Cove. I encourage you to speak with your Summer Village administration to formalize such arrangements. To facilitate obtaining an authorization from the department, a simple application form has been created and is available online at <a href="https://www.alberta.ca/lakeshores.aspx">https://www.alberta.ca/lakeshores.aspx</a>. There is no cost to making an application.

We appreciate you taking the time to share your views. We are considering all of the input received through our engagement with stakeholders on the proposed Disturbance Standard.

Gerry Haekel, P.Biol. Lands Policy and Programs Branch, Lands Division Alberta Environment and Parks 2nd Floor, South Petroleum Plaza 9915-108 Street Edmonton, AB T5K 2G8

**Ph**: (780) 722-7452

E-mail: gerry.haekel@gov.ab.ca

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Classification: Protected A

# Proposed Mooring Disturbance Standard

# **Back Lot Property Owners Fact Sheet**

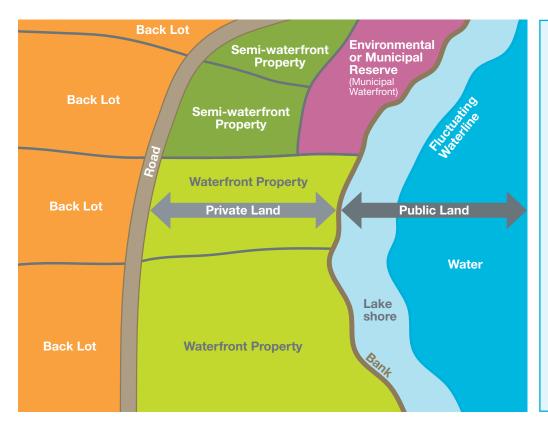
Environment and Parks is considering implementing a disturbance standard for temporary seasonal mooring structures, such as docks and boat lifts.

The goal of the proposed disturbance standard is to establish clear rules for temporary seasonal mooring structures to safely and fairly accommodate recreational use of Alberta's lakes and rivers, while streamlining the authorization process for temporary mooring structures.

The proposed disturbance standard applies to seasonal mooring structures for waterfront, semi-waterfront and municipal waterfront property owners.

This disturbance standard does not apply to back lot property owners (those who do not share a property boundary with a waterbody or a municipal reserve). Back lot owners may share the use of a dock with a waterfront or semi-waterfront owner, or they can obtain an authorization to place a dock in the water, provided they have consent from the waterfront owner.

This fact sheet describes the proposed approach on how a back lot owner can place a temporary seasonal dock.



A back lot property owner is one who does not share a property boundary with a waterbody or have direct access to it.

A semi-waterfront landowner is someone who owns the land directly adjoining a municipal or environmental reserve that directly adjoins the bank of a waterbody.

A waterfront landowner owns the land directly adjoining the bank of a waterbody.

## **Current Back Lot Dock Owners**

Since 2011, it has been a requirement under the Public Lands Administration Regulation to obtain an authorization to place seasonal docks and mooring structures in a waterbody. Currently, back lot property owners who place docks in a waterbody must have their docks authorized by obtaining an authorization from Environment and Parks.

When applying for an authorization, back lot owners need to include written consent from the waterfront property owner where the dock will be placed.

The proposed disturbance standard would allow back lot property owners who share a dock with a water front property owner to place a shared dock fronting the waterfront property without an authorization (see Shared Docks Fact Sheet).

## **Options for Back Lot Owners**

Back lot property owners require written consent of the waterfront or municipal waterfront landowner before placing or using a mooring structure. There are several ways for back lot owners to place a dock or mooring structure:

- Co-owning a dock with a waterfront or semiwaterfront landowner. This approach allows the waterfront or semi-waterfront landowner to share the costs of the mooring structure. Responsibility for co-owned mooring structures rests with the waterfront or semi-waterfront landowner.
- Establishing a shared-use agreement with
  a waterfront or semi-waterfront landowner.
   Waterfront or semi-waterfront owners are only
  allowed to have one dock and associated
  structures that cover up to 50 per cent of their lot
  width under the proposed disturbance standard. A
  back lot owner could enter into an agreement with
  a waterfront or semi-waterfront landowner to share
  a dock owned by a waterfront landowner or semiwaterfront landowner, or to place an additional
  boat lift next to the dock.
- Becoming an approved user of an authorized community dock owned by the local municipality or association. The proposed disturbance standard does not apply to community docks as they require an authorization from Environment and Parks. Back lot owners need to seek out these opportunities.
- Obtaining a separate Authorization from Environment and Parks. A back lot owner could apply to Environment and Parks to have a dock or mooring structure authorized if there is a location along the shore frontage available for their use. If the location is in front of a municipal reserve, written consent will be required from the municipal waterfront owner. The waterfront owner may consent, deny, or revoke consent at any time. A copy of the formal consent must be provided to Environment and Parks when applying for an authorization.



Summer Villages Administration Office

Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5 Ph: (403) 887-2822 Fax: (403) 887-2897

December 14, 2020

Re: <u>AEP Phase 2 Engagement on Revised Draft Mooring Disturbance Standard</u>

To Whom It May Concern, C.O. Gerry Haekel;

The Summer Village of Sunbreaker Cove (SBC) would like to obtain authorization for the occupation of docks by our ratepayers off the bank where we are the waterfront owner to minimize the impact to current dock owners, maximize the number of allowed boat lifts, and reduce the red tape associated with TFA applications. Furthermore, we are presenting some recommendations on the subject disturbance standard.

SBC is located on Sylvan Lake and is the waterfront owner of substantially all of our shoreline. Aside from the boat launch, only one lot of the SBC has riparian rights. About 80% of the lots in SBC are backlot rather than lakefront lots. The shoreline where the municipality is the waterfront owner has largely been shared between semi-waterfront and backlot owners where the environmental open space (EOS) along the bank of the lake can be accessed from community reserve (CR) lands and without trespassing on private property. We generally do not consider semi-waterfront owners to have more rights than backlot owners, nor have we had issues where existing mooring structures have little to no setbacks.

In preparation for the possibility of having management authority, a piers and hoists committee worked towards developing a draft plan in 2017 and 2018 that received input from ratepayers via a survey and an open house. Ratepayers felt they had too much invested to adopt communal/community docks. The recently proposed 10' setback limits (20' between docks) and inability to have multiple docks in front of individual semi-waterfront lots has implications on our current draft plan and will most likely require our municipality to create a bylaw that would preclude the private docks that many semi-waterfront owners have enjoyed without municipal consent.

Although we acknowledge that the mechanics of a municipal authorization have not yet been worked out by the department, we hope we can meet soon to discuss any issues in AEP granting authorization for the occupation of docks where the municipality is the waterfront owner. We do not believe a DLO application was intended to handle multiple temporary mooring structures. As a consequence of efforts conducted during 2017 and 2018, we believe we will be able to present an acceptable plan fairly quickly.

E-mail: information@sylvansummervillages.ca Website: www.sylvansummervillages.ca



#### Summer Villages Administration Office

Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5 Ph: (403) 887-2822 Fax: (403) 887-2897

The following recommendations are offered with respect to the subject disturbance standard:

- It should specifically state that docks may be shared with backlot owners, to be consistent with comments in the backlot property owners fact sheet and the shared docks shared fact sheet. Consider revising the definition of shared dock and permitted activity to accomplish this. The current definition of shared dock would seem to preclude backlot owners. The current definition of permitted activity would seem to preclude sharing docks insofar as permitted activity does not include multiple users.
- 2. Point 8(3) of the subject disturbance standard should be reworded to clarify what is meant. Does the point reference a scenario where the municipality placed a dock in front of the semi-waterfront lot or in front of an adjacent parcel where there is no semi-waterfront lot? Confusion arises because semi-waterfront lots are always behind, and therefore adjacent, to a municipal waterfront parcel.
- 3. The 50% of width limit presented in Point 8(5)(b) of the subject disturbance standard and in the shared docks fact sheet should be applied only to docks not shared with backlot owners. We suggest the 10' setback constraint within Point 7(4) should be applied where docks are shared by backlot owners rather than the 50% width limit to encourage sharing. For example, a single dock with 4 associated boat lifts located midpoint between two 50' semi-waterfront properties would exceed 50% of the combined property width yet still have more than adequate setbacks.
- 4. Existing docks should have a transition period for several years to provide sufficient time for AEP to work out the mechanics of granting authorization to our municipality, and allow our municipality and ratepayers time to come to terms with processes and implications associated with obtaining approvals. As an alternative to this, consideration could be given to delaying the implementation of the disturbance standard. It is not clear why the 5-yr transition period would not also apply to having multiple docks in front of properties or the setback limit.
- 5. Semi-waterfront owners should be required to obtain the consent of the waterfront owners. This ensures all understand semi-waterfront owners do not have riparian rights. Rather than require municipalities to pass bylaws to make this a requirement, you can reflect that municipalities have the ability to provide a general authorization, similar to what they likely already do with respect to placement of mooring structures during the off-season on municipal land.

Regards,

The Council of Sunbreaker Cove

E-mail: information@sylvansummervillages.ca Website: www.sylvansummervillages.ca

# Pier & Hoist Plan



## Municipal Development Plan - Vision Statement

The Summer Village of Sunbreaker Cove is a quiet country residential community, striving to keep it safe and secure while meeting the needs of both the permanent and seasonal residents. The Summer Village is committed to be a good steward of the environment and encourages passive, family-oriented uses and activities.

## Municipal Development Plan - Core Values

- The Summer Village to maintain a low density, single family residential community within a recreational environment.
- The Summer Village wishes to maximize the continued enjoyment of Sylvan Lake by monitoring lake water quality, water safety, and shoreline management in conjunction with other Municipalities.
- The Summer Village's natural environment including the municipal green spaces, environmental open spaces, public roadways, walkways and drainage areas are to be preserved in a natural state wherever possible for the enjoyment of future generations.
- The Summer Village will continue to strive towards keeping the community safe and secure.
- Sunbreaker Cove's residents value the Summer Village's Municipal status of independence.

## Open Space Master Plan - Vision Statement

The Summer Village is committed to be a good steward of the environment and encourages passive, family-oriented uses, and activities. Preservation of the natural character of the community is meaningful to enrich the quality of life of residents. The Summer Village will explore, plan, partner and budget to maintain and enhance a safe network of parks and open spaces that are accessible, connected, and inviting.

## Open Space Master Plan - Guiding Principles

- The Summer Village should develop, adopt, and implement open space policies and a delivery system that works in cooperation with the existing statutory and nonstatutory plans existing for the area.
- The Summer Village in conjunction with other Municipalities wishes to maximize the continued enjoyment of Sylvan Lake by monitoring lake water quality, water safety, and shoreline management.
- The Summer Village's natural environment including the municipal green spaces, environmental open spaces, public roadways, walkways and drainage areas are to be preserved in a natural state wherever possible for the enjoyment of future generations.

Date: October 22, 2018 Page **1** of **5** 

- The Summer Village encourages partnerships and community participation that utilize all the resources of the whole community to deliver safe, inviting, and accessible open space and connectivity opportunities.
- The Summer Village is committed to addressing the encroachment of private facilities and structures on the Summer Village's reserves through policy direction, favourable reconciliation, and public education.
- The Summer Village may consider the provision of communal access to the shoreline and communal storage sheds should there be a cooperative appeal by residents.

## Purpose of Plan

As per the Terms of Reference, the Pier and Hoist Committee will make recommendations to Sunbreaker Cove Council regarding guidelines pertaining to policies of access to the lake, placement and permitting procedures for piers and hoists such that the environmental impact along the shoreline of Sylvan Lake is minimized.

## Background

Prior to amendments in 2014 to the Federal Navigable Water Protection Plan the approval of the upland owners prior to placing a pier or hoist in the water was required. In Sunbreaker Cove, the Summer Village is the upland owner for all properties bordering the lake except for the eastern most property (619 Fox Crescent). In 2014 the Navigable Water Protection Plan was replaced with amendments to the Navigation Protection Act.

These amendments provided for the removal of many water bodies from Federal Legislation by naming navigable waterways. Sylvan Lake was not on the list, thereby making the Province of Alberta's Legislation the governing body.

The Alberta Public Lands Administration Regulation (2011) became and is currently the governing legislation. That legislation was amended in 2011 to address random camping in the backcountry and specifies any structures on public lands (Sylvan Lake) be moved every 14 days.

In the event of the Province's allocating management authority to the adjacent municipalities of that body of water, the Council of Sunbreaker Cove would like to be prepared with a management plan for pier and hoist placement, and storage.

### **Project Scope**

The objectives of the Pier and Hoist Steering Committee will be:

- To provide recommendations on the number of as well as placements of piers and hoists.
- To explore options and develop recommended guidelines that address the storage of non-permanent structures and personal property (e.g., seasonal piers and hoists) when not in use on municipal lands.

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• To develop a recommendations on any additional objectives as approved by Municipal Council during the progression of the project.

#### **Definitions**

For the purpose of this plan, the following are some terms that should be clarified:

"Captains" means a resident who is the point of contact for the Summer Village, either on a communal pier or private pier.

"Piers" Piers can be defined in two different ways along the Environmental Open Space in Sunbreaker Cove:

- 1. "Communal Piers" means piers that are shared by multiple residents.
- 2. "Private Piers" means a pier used by a single property owner. Such a pier is generally discouraged along Environmental Open Spaces that can be accessed from Community Reserves/Walkways to maximize the number of residents that can have a hoist in the water and minimize the number of walkways extending from the shoreline.

#### **Processes and Tasks**

The plan will be delivered over 6 phases with each phase containing recommendations for Council approval as outlined below:

## Phase one: Project Start-Up and Background Information

- 1. Establish a Steering Committee. Summer Village Council will establish a steering committee to guide the development of the plan.
- 2. Initial Steering Committee Meeting held on January 12 2017.
- 3. Additional Meetings held on February 22 2017, April 12 2017, June 7 2017, July 26 2017, September 28 2017, April 26 2018, and September 13 2018.

## Phase Two: Development of Public Participation Plan

1. Explore and recommend opportunities to engage public participation and feedback. Survey results received for April 12, 2017 meeting.

#### Phase Three: Submission of Recommended Preliminary Plan

#### 1. Recommended Policies:

- a. Sharing of piers is encouraged, either in front of Community Reserves or along the Environmental Open Spaces, to optimize available space.
- b. Each pier group will identify a Captain each year, as a liaison between the Summer Village and themselves.
- c. Placement and quantities of piers and hoists will be determined by the elected Captain of each pier.
- d. Storage of piers and hoists can continue to be stored on Environmental Open Spaces during the off seasons, but aligned with the Summer Village's Temporary Storage of Boat Hoist and Pier Policy.

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- e. Registering piers and hoists will be done through the Summer Village Administration office by each Captain.
  - i. No fee.
  - ii. Non-transferrable.
  - iii. Registration requests to be included with the Welcome Letters
    Administration sends out, to new owners after receipt of Title Change.
  - iv. Captains to ensure registration from residents for all hoists on their pier system are submitted to the Summer Village Administration office.
- f. Each Summer Village lot owner should be able to have one hoist in the water. Lakefront owners located behind Environmental Open Spaces (see Appendix A) have first priority to locate their hoist in front of their property but cannot force others to relocate to Community Reserves as they don't have riparian rights.

#### 2. Recommended Guidelines:

- a. Floating piers are not ideal, including in front of the sensitive areas as per the attached map. Alberta Environment and Parks recommends avoiding this area entirely.
- b. Communal piers can be located anywhere along the Environmental Open Space that is accessible from Community Reserve/Walkways.
- c. Captains to be fully responsible for their piers, the Summer Village will only mail out the registration forms (see Appendix B attached) and provide Captains with the pier/hoist ID tags.
- d. An ingress/egress allowance or space between pier systems of up to six meters is required from a communal pier system to provide access to the backside hoists. Additional guidelines beyond this may be added in the future if residents cannot be otherwise accommodated.

#### 3. Recommended Protocols:

- a. Placement of piers and hoists will be coordinated by the Captains and therefore the residents of the Summer Village.
- b. Non-registered piers may not place their pier on the Summer Village's land.
- c. Captains to submit a list of residents in their pier group and the pier's location to the Summer Village to have on file in case of emergencies.

## Phase Four: Public Participation

- 1. Execution of Public Participation Plan
  - a. Recommended Policies, Guidelines and Protocols were determined at the June 7 2017 and July 27 2017 meetings.
  - b. Open House was held on Saturday August 12 2017 once the Draft Preliminary Plan was accepted.
  - c. Amendments to Preliminary Plan were made at the September 28 2017 and April 26 2018 meetings.
- 2. Additional Public Participation
  - a. Introduce the Preliminary Plan at the Annual Information Meeting on June 23 2018.
  - b. Council will proceed with Public Participation Plan.

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## Phase Five: Presentation to Council

- 1. Preliminary Plan presentation to Council on May 28 2018.
- 2. Amendments from Council on September 13 2018.
- 3. Secondary/Final Plan presentation to Council in November 2018.

## Phase Six: Plan Adoption by Council

1. (Goal was May 2017).

February 24, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Minister's Awards for Excellence

## **Background:**

Nominations are now being accepted for the 2021 Minister's Awards for Municipal Excellence which recognizes municipal government excellence and promotes the sharing of knowledge among municipalities.

For 2021, the program features new categories:

Partnership (open to all municipalities)

Award will be given for an innovative initiative involving a local or regional partnership that achieves results that could not have otherwise been accomplished by the municipality alone. This could involve cooperation, coordination, and collaboration with other municipalities, businesses, Indigenous communities, non-profit organizations, community groups, and other orders of government to achieve a specific outcome.

Building Economic Strength (open to all municipalities)

Award will be given for an innovative initiative involving the municipality and business community that addresses a challenge affecting community economic strength.

Service Delivery Innovation (Open to all municipalities)

Award will be given for an innovative initiative that improves the delivery or reduces the cost of a program or service through a more efficient process or through the use of an alternate delivery approach.

Enhancing Community Safety (open to all municipalities)

Award will be given for an innovative initiative that engages the community to address a safety issue. This could involve crime prevention, infrastructure enhancements (e.g. lighting, accessibility, traffic calming measures), and community services initiatives.

Smaller Municipalities (open to municipalities with populations less than 5,000)

Award will be given for a municipal initiative that demonstrates leadership, resourcefulness, and/or innovation to better the community.

The deadline for submissions is March 31, 2021.

## **Options for Consideration:**

- 1) Council accept as information.
- 2) Council nominates a municipality for the Minister's Awards for Municipal Excellence.

## **Administrative Recommendations:**

That Council discusses and provides direction to Administration.



AR104150

#### Dear Chief Elected Official:

I am pleased to invite your municipality to provide submissions for the 20th annual Minister's Awards for Municipal Excellence, which formally recognize excellence in local government practices and promotes knowledge-sharing among municipalities. These awards offer an opportunity to recognize the truly great work happening in local governments across Alberta.

For the 2021 program, submissions will be accepted in the following categories:

## Partnership (open to all municipalities)

Award will be given for a leading municipal practice involving regional co-operation. This could involve consultation, co-ordination, and co-operation with other municipalities, agencies, non-profit organizations, community groups, and other orders of government. Submissions may be joint or individual, and consideration will be given to partnerships with formal agreements that ensure continuing co-operation and shared benefits.

## Building Economic Strength (open to all municipalities)

Award will be given for an innovative initiative involving the municipality and business community that addresses a challenge affecting community economic strength.

#### Service Delivery Innovation (open to all municipalities)

Award will be given for an innovative initiative that improves the delivery or reduces the cost of a program or service through a more efficient process or through an alternate delivery approach.

## Enhancing Community Safety (open to all municipalities)

Award will be given for an innovative initiative that engages the community to address a safety issue. This could involve crime prevention, infrastructure enhancements (e.g., lighting, accessibility, traffic calming measures), and community services initiatives.

Smaller Municipalities (open to municipalities with populations less than 5,000) Award will be given for a municipal initiative that demonstrates leadership, resourcefulness, and/or innovation to better the community.

.../2

132 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550 Page 3 of 4 Further details about eligibility and submission requirements are available on the Minister's Awards for Municipal Excellence website at <a href="https://www.alberta.ca/ministers-awards-for-municipal-excellence.aspx">www.alberta.ca/ministers-awards-for-municipal-excellence.aspx</a>. The deadline for submission is March 31, 2021.

Should you have any questions regarding this program, please contact the Municipal Excellence Team, at 780-427-2225 or municipalexcellence@gov.ab.ca.

I encourage you to share your success stories, and I look forward to celebrating these successes with your communities.

Sincerely,

Ric Mclver
Minister

February 22, 2021

**Council and Legislation** 

**Request for Decision** 

Agenda Item: 2021 Census

# **Background:**

Council received the attached letter from Statistics Canada providing information on the upcoming 2021 Census taking place in May 2021. They are asking all residents to complete the census as this will have a direct impact on gathering data needed to plan, develop an evaluate programs and services.

## **Options for Consideration:**

- 1. That the Council of the Summer Village of Sunbreaker Cove supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca.
- 2. Council accept as information.

#### Administrative Recommendations:

1. That the Council of the Summer Village of Sunbreaker Cove supports the 2021 Census and encourages all residents to complete their census questionnaire online at www.census.gc.ca.

## **Authorities:**

Statistics Canada

Dear Mayor,

I am pleased to inform you that the next census will take place in May 2021. I am writing today to seek your support to increase awareness of the census among residents of your community.

For over a century, Canadians have relied on census data to tell them about how their country is changing and what matters to them. We all depend on key socioeconomic trends and census analysis to make important decisions that have a direct impact on our families, neighbourhoods and businesses. In response to the COVID-19 pandemic, Statistics Canada has adapted to ensure that the 2021 Census is conducted throughout the country in the best possible way, using a safe and secure approach.

Statistics Canada will be <u>hiring approximately 32,000 people</u> across the country to assist with census collection. We would like to work with you and your municipality to ensure that your residents are aware and informed of these job opportunities.

Furthermore, your support in encouraging your residents to complete the census will have a direct impact on gathering the data needed to plan, develop and evaluate programs and services such as schools, daycare, family services, housing, emergency services, roads, public transportation and skills training for employment.

If you would like to express your municipality's support for the census, please share the municipal council resolution text below with your residents:

#### Be it resolved that:

The Council of the Corporation of (NAME OF CITY/TOWN/MUNICIPALITY) supports the 2021 Census, and encourages all residents to complete their census questionnaire online at <a href="www.census.gc.ca">www.census.gc.ca</a>. Accurate and complete census data support programs and services that benefit our community.

In the coming weeks, a member of our communications team may contact you to discuss ways in which we can work together. Should you have any questions, please contact us at <a href="mailto:statcan.censusoutreach.prairies-rayonnementdurec.prairies.statcan@canada.ca">statcan.censusoutreach.prairies-rayonnementdurec.prairies.statcan@canada.ca</a>.

Thank you in advance for supporting the 2021 Census.

Yours sincerely,

Geoff Bowlby
Director General, Census Management Office
Statistics Canada / Government of Canada

February 24, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Resident Request

# **Background:**

Administration has received a request from a resident in Lacombe County, asking for special permission to use their UTV in the Summer Village for the purpose of accessing their boat due to their age and medical issues.

Resident request providing additional information is attached.

## **Options for Consideration:**

- 1. That Council discuss and provide direction to Administration.
- 2. Council accepts as information.

## **Administrative Recommendations:**

That Council accepts as information.

## **Authorities:**

Traffic Bylaw #153-20

- 14. b) No person shall operate an off-highway vehicle on a highway from the 15th of June through to the 31st of August, inclusive.
  - c) The hours of operating an off-highway vehicle shall be restricted to the period of time between 8:00 am and 11:00 pm.

On Jan 27, 2021, at 1:04 PM, wrote:

Hi Tanner hope your day is going well and you and your family are all well. I would like you to bring up an item at the counsel meeting if you can.

We currently reside (summer residence) at the corner of Rainy Creek Road and Range Road 22. For over 30 years we have had our boat dock and lift at Sunbreaker Cove just down the hill from the walkway between Briar and Larch on the west side of Breakers Way. Over the last couple of years, it has been getting very difficult for my husband to do that hill and as such we have not been able to enjoy our boat very much. My husband is retired from the military (38 years) and has some medical conditions related to his service as far as movement goes. He is 70 years old and I am in my late 60's. My husband does have a handicap sticker for his vehicle.

We purchased a Coleman UTV 250 to work around the acreage and after contacting Lacombe county we were advised that if we register and insure our UTV (we have completed) we could legally drive it down RR22 to get into Sunbreaker Cove. We were advised that we would need permission from Sunbreaker Cove Counsel to drive it within their boundaries. I would like to ask for special permission to drive our UTV in Sunbreaker Cove to be able to have access to our boat.

We appreciate your consideration with this and realize that this is not a normal request. We are hoping with your help that we will be able to have more access to our boat and enjoy the lake.

If you need anymore information please do not hesitate to contact me. Thanks again.

Email:
Home Alberta:
Cell Alberta:

**February 24, 2021** 

# **Request for Decision**

Agenda Item: Sunbreaker Cove Boat Launch

## **Background:**

A meeting between the Mayor and CAO of the Summer Village of Sunbreaker Cove and the Lacombe County Reeve and County Manager was held last October to discuss a number of problems experienced at the Sunbreaker Cove boat launch during the 2020 boating season. These problems included traffic congestion, parking, garbage, impacts on local residents, pedestrian safety, lack of enforcement, all related to the heavy utilization of the boat launch due to COVID imposed restrictions.

Based on Lacombe County's success with Commissionaires at other locations, we considered this as a potential solution for Sunbreaker Cove. As such, it was agreed that both municipalities would include funding in their 2021 budgets for the hiring of Commissionaires. We also discussed approaching the other municipalities around Sylvan Lake (Red Deer County, the Town of Sylvan Lake and the Sumer Villages of Birchcliff, Norglenwold, Half Moon Bay and Jarvis Bay) with a request to assist in funding the costs of hiring the Commissionaires this boating season.

This was brought up as a topic of discussion at the SLMC, who found that funding the commissionaires through the SLMC would be outside of their terms of reference. Action requested of Council is to authorize our two administrations in requesting that the other municipalities around Sylvan Lake consider assisting with the costs of the Commissionaires at the Sunbreaker Cove Boat Launch in 2021. As both our municipalities have a shared responsibility for the boat launch, it is currently the only public boat launch on Sylvan Lake and serves users from outside the area, including those other municipalities around Sylvan Lake, it may be appropriate for the other municipalities to share in some of the costs related to boat launch activities, including the issues related to heavy utilization of this facility.

## **Options for Consideration:**

1. Council to authourize sending a joint letter with Lacombe County to the other municipalities around Sylvan Lake requesting that they consider contributing tot the costs of managing capacity issues at the Sunbreaker Cove Boat Launch in 2021.

- 2. Share the costs of the commissionaires with Lacombe County and do not request funding from other municipalities.
- 3. Accept as information.

## **Authorities:**

Section 3 of the Municipal Government Act.

February 24, 2021

**Council and Legislation** 

**Request for Decision** 

**Agenda Item:** Short-Term Borrowing Bylaw

# **Background:**

In discussions surrounding the construction of the municipal wastewater line, Sunbreaker Cove has been encouraged to secure short-term borrowing in the form of a line of credit for the purposes of paying costs associated with contractors should our long-term capital loan not be secured in time. This proposed bylaw would allow SBC to secure this line of credit which may or may not need to be used.

## **Options for Consideration:**

- 1. That Council provide three readings of the proposed bylaw.
- 2. Council accepts as information.

#### Administrative Recommendations:

- 1. That Council provide 1st reading to bylaw #157-21.
- 2. That Council provide 2<sup>nd</sup> reading to bylaw #157-21.
- 3. That Council agree to provide all 3 readings to bylaw #157-21 during this Council meeting.
- 4. That Council provide 3<sup>rd</sup> reading to bylaw #157-21.

# BY-LAW #157-21 SHORT TERM BORROWING BY-LAW SUNBREAKER COVE WASTEWATER SYSTEM SUMMER VILLAGE OF SUNBREAKER COVE

# FOR THE PURPOSE SPECIFIED IN SECTION 259 OF THE MUNICIPAL GOVERNMENT ACT

**WHEREAS,** the Council of the Summer Village of Sunbreaker Cove in the Province of Alberta considers it necessary to borrow certain sums of money for the purpose of undertaking construction of a wastewater system within the Summer Village of Sunbreaker Cove,

**AND WHEREAS,** in order to construct and complete the said project, it may be necessary for the Summer Village of Sunbreaker Cove to incur short term debt in the form of a line of credit.

**NOW THEREFORE, pursuant to the provisions of the Municipal Government Act,** the Council of the Summer Village of Sunbreaker Cove duly assembled enacts as a Bylaw that:

- 1. The Council of Sunbreaker Cove is hereby authorized to borrow from ATB Financial, ("ATB") up to the principal sum of \$1,000,000 repayable upon demand at a rate of interest per annum from time to time established by ATB, not to exceed 10%, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
- 2. The borrowing is a line of credit repayable on demand and the Summer Village of Sunbreaker Cove is required to pay accrued interest monthly.
- 3. The Chief Elected Officer and Chief Administrative Officer are authorized for and on behalf of Sunbreaker Cove:
  - a) To apply to ATB for the aforesaid loan to Sunbreaker Cove and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;
  - b) As security for any money borrowed from ATB
    - To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
    - ii) To give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
    - iii) To execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by Sunbreaker Cove or in which Sunbreaker Cove may have an interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.
- 4. The source of money to be used to repay the principal and interest owing under the borrowing from ATB is a payout from a long-term capital loan.
- 5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
- 6. In the event that the Municipal Government Act permits an extension of the term of the loan and in the event the Council of Sunbreaker Cove decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to ATB will be valid and conclusive proof as against Sunbreaker Cove of the decision of the Council to extend the loan

Wastewater System Borrowing Bylaw Bylaw No. 157-21 Page **2** of **2** 

in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.

This By-Law shall come into force on the date of the final passing thereof.
<b>READ</b> a first time in Council this 24 <sup>th</sup> day of February 2021.
$\textbf{READ}$ a second time in Council this $24^{th}$ day of February 2021.
$\textbf{READ}$ a third time in Council and passed unanimously this $24^{th}day$ of February 2021.
TERESA BEETS, MAYOR
TANNER EVANS, CAO
TANNER EVANS, CAO

February 24, 2021

**Public Works** 

**Request for Decision** 

**Agenda Item:** *Mowing Contract* 

## **Background:**

Public Works has received 3 quotes for the mowing contract in Sunbreaker Cove. The quotes are for a three-year contract, based on a cost per mow and include trimming around signs and other objects. Quotes are as follows:

Rugged West Maintenance (Current Contractor)

2021-2023 \$1,000.00

Outback Lawn Maintenance

2021-2023 \$1,050.00

DS Yard Care

2021-2023 \$1,200.00

Attached is a template of the contract that will be filled in and signed based on the awarded contract.

## **Options for Consideration**

- 1. Council move to accept the quoted price from one of the listed contractors and sign onto a three-year agreement.
- 2. Council move that Administration provide additional information or quotes.
- 3. Council accepts as information.

#### Administrative Recommendations:

Council move to accept the quoted price from Rugged West Maintenance and sign onto a three-year agreement.

# **Authorities:**

**MGA** 

201 c)

"A council is responsible for

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

# SUMMER VILLAGE OF SUNBREAKER COVE ROADSIDE MOWING AND MAINTENANCE AGREEMENT

THIS agreement entered into	this,	2021.
BETWEEN:		
T	he Summer Village of Sunbreaker Co Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake AB T4S 2J5 (hereinafter called the 'Village')	
		OF THE FIRST PART
	- AND -  Contractor  (hereinafter called the 'Contractor')	
		OF THE SECOND PART

## WHEREAS

- A. The Village wants to be assured that the Summer Village of Sunbreaker Cove is pleasing to the eye of all residents and visitors by arranging for maintenance of the parks and green area within the boundaries of the Village;
- B. The Contractor has the necessary resources and expertise to undertake the maintenance of the parks and green area within the municipal boundaries of the Village.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the covenants contained herein the parties agree as follows:

#### 1. <u>SERVICE TO BE PERFORMED</u>

Subject to the other terms and conditions of this agreement the Contractor shall undertake the parks, roadside, and greenspaces mowing and maintenance. The Contractor shall also undertake the duties of trimming around posts, culverts, and additional trimming as required. The Contractor shall be responsible to dispose, at his own expense, any refuse generated by the required maintenance work.

#### 2. SCHEDULING AND TIME

The contractor shall undertake to do the work on weekdays, being Mondays through Fridays every (2) weeks and always before a long weekend. The work shall be undertaken in close consultation with the assigned Village representative. No work shall be undertaken on statutory holidays.

#### 3. INSURANCE

- a. The Contractor shall indemnify and save harmless the Summer Village from any claims which may arise from the maintenance work provided by the Contractor. For this purpose the Contractor shall maintain insurance in the amount of One Million Dollars (\$2,000,000.00).
- b. The Contractor shall, during the term of this agreement, maintain Workers Compensation coverage in order to protect his employees and the Village, as required by law.

## 4. NOTICES

All notices required or permitted hereunder shall be sufficiently given if in writing, hand delivered or mailed by registered, prepaid post as follows:

Contractor:

**Company** 

**Address** 

The Summer Village of Sunbreaker Cove: The Administration Office Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5

Mailed notices shall be deemed to be given four (4) working days after the date of the postmark.

#### 5. TERM

This agreement shall run for a period commencing May 15, 2021 through to September 15, 2023 inclusive.

#### 6. REMUNERATION

a. The remuneration for the service performed hereunder by the Contractor shall be price \$, excluding GST, per cut during the term of the contract.

## Summer Village of Sunbreaker Cove Roadside Maintenance Agreement Page | 3

b. The Village shall pay the Contractor monthly following receipt of an invoice from the Contractor for the serviced month.

## 7. SUCCESSOR AND ASSIGNS

This agreement shall tenure to the benefit of and be binding upon the parties hereto and shall not be assigned or transferred without the written consent of the Village.

## 8. TERMINATION

Not withstanding Clause 5, the Village shall have the right to terminate this agreement on a Two (2) weeks written notice to the Contractor.

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first written above.

	SUMMER VILLAGE OF SUNBREAKER COVE	
	ADMINISTRATOR	
WITNESS	Rugged West Maintenance Inc.	

February 24, 2021

# **Planning and Development**

# **Request for decision**

**Agenda Item:** Encroachment Agreement Request – 915 Deer Street

## **Background:**

Upon an inspection to close a development file on a property located in Deer Street, administration noticed a newly constructed shed along the side of the road and in front of the property of 915 Deer Street. Photos were taken of the shed, administraton then reviewed the development file and according to an existing real property report it was determined that the shed was constructed on Municipal land.

September 22, 2020 – A letter was sent by registered mail to the owner of 915 Deer Street stating that this shed was constructed on Municipal land.

October 20, 2020 – Discussions were had between administration and the homeowner to discuss options for the shed.

January 22, 2020 - Request for Encroachment Agreement was submitted by owner.

In regards to the submitted letter to Council and in our opinion, the residents of 915 Deer Street were not treated unfairly. It is not standard practice to go to the door of a property once an infraction has been noticed, it is always important for the development department to do the research and to make sure we know exactly what the infraction may be prior to notifying the resident. We have Land Use Bylaw regulations avaliable to residents so that they can do their research on what is and isn't permitted in the summer village and the development department is more than happy to answer any questions regarding the Land Use Bylaw regulations. In this case, the development department was never notified of any construction or plans for construction. Had we been notified, we would have been able to provide proper direction. Regardless of the development department noticing this shed, there was no application submitted for the development and it is the responsibility of residents to ensure that any development taking place is permitted, on their lands and appropriately applied for when required.

#### The Land Use Bylaw states:

Part 3, 4 (8) "Private development on any municipal reserve, environmental reserve or other municipal owned land is prohibited".

## The Encroachment Policy states:

- 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 ormanaged by the municipality if the encroachment is established and recognized inaccordance with the provisions of this policy as of the date of the approval of the Policy."

**Documents & Encroachment Policy attached.** 

# **Options for Consideration:**

- 1. Approve to enter into a 5 year term agreement for the shed along with a fee of \$250.00 yearly.
- 2. Deny to enter into an agreement and administration to notify residents that encroachments must be removed within 30 days of letter.

## **Administrative Recommendations:**

Council to provide administration direction.

## **Authorities:**

Encroachment Policy JBC-20-046 Land Use Bylaw 99/13 Re: Shed in front yard of 915 Deer Street, in Sunbreaker Cove.

We are asking for an encroachment agreement that would allow this shed to remain where it now sits.

We purposely built this shed 8 ft by 10 ft (80 sq ft) so it would not require a permit.

As a result, we did not know it would be in violation of the land use bylaws for Sunbreaker Cove.

Our immediate neighbor saw a bylaw officer taking pictures of the shed during its construction...in fact, on the second day of its construction. We never saw this bylaw officer, nor did she come knock on our door. At that point, only the floor and walls were completed. Had the bylaw officer mentioned to us that we were in violation, we could have and would have dismantled it. Unfortunately, we were not given that option and were not notified until months later when the shed was completely done. Disassemble was no longer possible.

It seems we were not treated fairly from the beginning and as a result, we feel that some bylaw relaxation is a reasonable request.

Since finding out that the shed can not be moved to the large lake side of this property, we are hoping for a solution that allows it to remain where it is.

We have been told an annual fee would be levied.

Again, we were given no option to take it down during construction by your bylaw officer. Because of this fact, please consider allowing the shed to stay where it is at no charge....or, at least make the annual fee a more reasonable amount in the range of \$100.00 instead of the \$250.00 that has been suggested.

Thank you.



Summer Villages Administration Office

Bay 8, 14 Thevenaz Industrial Trail Sylvan Lake, AB T4S 2J5 Ph: (403) 887-2822 Fax: (403) 887-2897

September 22, 2020





#### **RE: 915 DEER STREET – ACCESSORY BUILDING DEVELOPMENT**

Dear

It has come to our attention that an accessory building has been constructed in front of your property at 915 Deer Street. According to a Real Property Report that we have on file this accessory building appears to be constructed on municipal land.

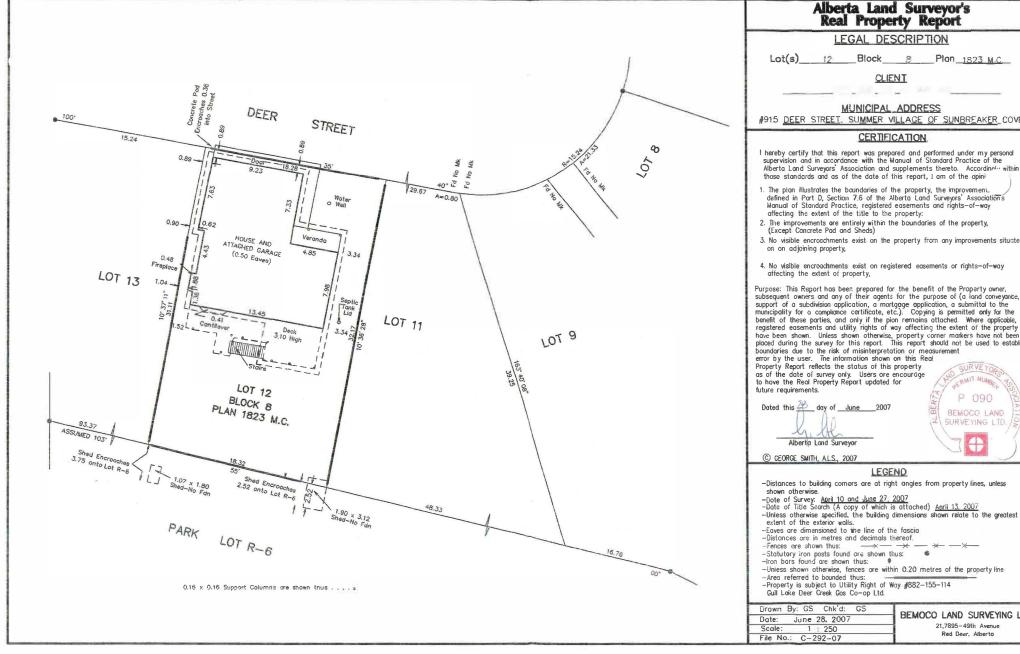
Private development on any municipal reserve, environmental reserve or other municipal owned land is prohibited. Reminder that if you so choose to re-locate this accessory building it must comply with the Land Use Bylaw and a development permit may be required.

Please remove this accessory building from the municipal lands within **30 days** of this letter. Failure to do so may result in a stop order. If you have any questions, please contact me at kkashuba@sylvansummervillages.ca or 403-887-2822. Thank you in advance for your cooperation.

Respectfully,

Kara Kashuba Junior Development Officer

E-mail: information@sylvansummervillages.ca Website: www.sylvansummervillages.ca



#### **Alberta Land Surveyor's Real Property Report**

#### LEGAL DESCRIPTION

Plan 1823 M.C. Block 8

CLIENT

MUNICIPAL\_ADDRESS #915 DEER STREET SUMMER VILLAGE OF SUNBREAKER COVE

#### 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 opini
- The plan illustrates the boundaries of the property, the improvement, defined in Part D, Section 7.6 of the Alberta Land Surveyors' associations Manual of Standard Practice, registered easements and rights—of—way affecting the extent of the title to the property:
- 2. The improvements are entirely within the boundaries of the property, (Except Concrete Pad and Sheds)
- 3. No visible encroachments exist on the property from any improvements situated on on adjoining property,
- 4. 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, support of a subdivision application, a mortgage application, a submittal to the municipality for a compliance certificate, etc.). Copying is permitted only for the benefit of these parties, and only if the pion 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 ore encourage to have the Real Property Report updated for

Alberta Land Surveyor

© GEORGE SMITH, ALS., 2007

#### LEGEND

- -Distances to building comers are at right angles from property lines, unless

- extent of the exterior walls.
- -Eaves are dimensioned to the line of the fascia
- -Fences are shown thus:

- -Unless shown otherwise, fences are within 0.20 metres of the property line
- -Property is subject to Utility Right of Way #882-155-114

Drawn By: GS Chk'd: GS

BEMOCO LAND SURVEYING LTD

21,7895-49th Avenue Red Deer, Alberto

P 090

BEMOCO LAND SURVEYING LTD.









Policy Title	Date:	Resolution No.
<b>Encroachment Policy</b>	March 16, 2020	SBC-20-044

#### **PURPOSE:**

The Summer Village of Sunbreaker Cove 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 Sunbreaker Cove 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, development, water well or any other object that illegally extends onto an adjacent property.

"water well" is an excavation or structure created in the ground by digging, driving, boring, or drilling to access groundwater in underground aquifers.

#### **GENERAL:**

- 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
- 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.
- 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*.
  - 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

#### **ENCROACHMENT POLICY**

- 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 at time of agreement and reassessed every five years.

#### **Summer Village of Sunbreaker Cove**

February 24, 2021

**Council Reports** 

**Information Item** 

#### **Council Reports:**

Teresa Beets Jim Willmon Keith Kimball

#### **Committee Reports:**

Julie Maplethorpe, Summer Village of Jarvis Bay

- Town of Sylvan Lake Library Board Joint Services Committee
  - January 2021 Minutes

#### **Information Items:**

**Advanced Ambulatory Care** 

#### **Upcoming Meetings:**

Next Council Meeting - March 15, 2021



# THE TOWN OF SYLVAN LAKE LIBRARY BOARD – REGULAR MEETING HIGHLIGHTS WEDNESDAY – FEBRUARY 10, 2021 – 6:30pm via Zoom

#### 1. Treasurer's Report

The Treasurer's Report was approved as presented.

#### 2. Director's Report

The Director's Report was approved as presented.

Although the library is closed, curbside pick-up service is available for patrons Monday to Friday from 9:30am to 4:30pm. This service works in the following manner:

- Place holds using the online catalogue or by phoning the Library during posted hours.
- Wait for a call or email from the Library notifying you that your hold is ready.
- When you arrive at the Library phone (403) 887-2130 and a staff member will prepare the hold
- If you do not have a cell phone, arrange a time, and knock on the front door when you arrive.
- Remain in your vehicle or a minimum of two metres from the entrance while a staff member brings the hold and places it on the pick-up table.
- Once staff are back inside the Library, approach the table and collect your holds.
- Do not place any personal belongings or library returns on the table.
- The staff will be wearing masks and it is appreciated if patrons also wear one.
- Maintain a physical distance of at least two metres from anyone in the area.
- Continue to use the book drop on the east end of the building to return items.

The donations received from "100 Women Who Care" and the "Friends of the Sylvan Lake Library" (FOSLL) were used to purchase custom made study carrels and greatly enhance the non-fiction collection. The study carrels have recently been installed and are a welcome addition to the Library.

#### 3. Information and Updates

At the April Board meeting information will be presented with regards to the annual audit.

Policy sub-committees have been organized to ensure policies are reviewed regularly and stay up to date.

Meeting adjourned at 7:21pm.

Next Regular Meeting - March 10, 2021 at 6:30pm

IN ATTENDANCE Chair / Birchcliff: Roger Dufresne

Norglenwold: Jeff Ludwig

Jarvis Bay: Annabelle Wiseman Half Moon Bay: Mike Pashak Sunbreaker Cove: Teresa Beets

**CAO: Tanner Evans** 

**CALL TO ORDER** The Meeting was called to order at 9:03 a.m. by Chair Roger Dufresne.

#### **AGENDA APPROVAL**

**JSC-21-01** MOVED by Annabelle Wiseman that the agenda be adopted as amended:

Add HRSC Organizational Design Review to D) 3
Add Update from Joint Service Operator to D) 4
CARRIED

#### **ADOPTION OF MINUTES**

**JSC-21-02** Moved by Jeff Ludwig to accept the minutes from the October 28, 2020

Regular JSC meeting, and the December 3 New Building Meeting as

presented.

CARRIED

#### **INFORMATION ITEMS**

1) 4<sup>th</sup> Quarter Shared Costs Update

2) CAO Goals and Vacation Schedule

JSC-21-03 Moved by Teresa Beets to accept the information items as presented

**CARRIED** 

#### **REQUESTS FOR DECISION**

- 1) On Call Service for Wastewater Issues
- 2) Racin Management Consulting Services
- 3) Branding
- 4) Co-Ownership Agreement and Amending Agreement
- 5) Appraisal

JSC-21-04 MOVED by Roger Dufresne that the JSC move to a closed session at 10:33

a.m.

**CARRIED** 

	JSC returned from a closed session at 12:27 p.m. The following motions were made by the Chair:	
JSC-21-05	The JSC is in agreement that we should have more than one provider for emergency wastewater issues. Multiple companies will be available for 24/7 on call support and will report back to Administration with the information about the call out. The municipality or the homeowner will cover the costs depending on if the issue was the responsibility of the municipality or the private property.	
JSC-21-06	Administration to bring the proposal forward to individual councils for approval with the support from the JSC as Racin has been reliable as summer village professional support on wastewater issues.	
JSC-21-07	Administration to work with a graphic designer to adjust the proposed new branding and finalize. The JSC supports the idea of new branding for the Summer Village Administration.	
JSC-21-08	Administration to make amendments to the Co-Ownership Agreement and Amending Agreements. The JSC has agreed to a list price and sale threshold and directs administration to list the current building for sale and for lease.	
JSC-21-09	Administration to work with Teresa Beets on the JSC agreement to be brought back to the JSC at the next meeting in April.  CARRIED	
ADJOURNMENT		
JSC-21-10	Moved by Mayor Dufresne that being the agenda matters have been concluded, the meeting adjourned at 12:51 p.m.	
	ROGER DUFRESNE, CHAIR	
	TANNER EVANS, CAO	

February 2, 2021

**To:** Sylvan Lake and Area community partners

RE: Sylvan Lake Advanced Ambulatory Care Service (AACS) Program leadership transition

I wanted to take the opportunity to let you know we are presently transitioning leadership of the Sylvan Lake Advanced Ambulatory Care Service located at the Sylvan Lake Community Health Centre. The program will now report directly to the Red Deer Regional Hospital Centre (RDRHC) Director of Emergency Services, Carmen Petersen.

Please continue to contact Christine Farries for any program related inquiries, while we continue the transition of this program.

#### **Contact Information**

Christine Farries, Sylvan Lake AACS Manager

Phone: 403-358-0355

Email: <a href="mailto:Christine.Farries@AHS.ca">Christine.Farries@AHS.ca</a>

Carmen Petersen, Director, Emergency Services, Inpatient Medicine & Patient Access

Phone: 403-373-4471

Email: Carmen.Petersen@AHS.ca

Thank you for your patience,

Vali Thomps

Valerie Thompson

Area Director, Lacombe & Red Deer Counties Interim Director, Ponoka, Rimbey & Breton

Mobile: 780-603-1793

#### YEAR END FINANCIAL STATEMENT December 30, 2020

Opening Balance: \$14,192.89

Receipts:

 Interest
 \$1,213.19

 S.L. Tigers Hockey
 267.72

 Yuletide Festival
 2,000.00

 Tim Hortons Smile Cookie
 11,171.85

 Hospital 50/50
 22,447.81

 Donations/Cash boxes
 3,130.00

Sub total Receipts +40,230.57

Expenses:

Stettler Health Administration \$667.50

Medical Equipment Purchase 2019 15,747.75

Printing/Signs/Mailbox 1,127.70

Sub total Expenses -17,542.95

Closing Balance: \$36,880.51\*

\*We have transferred **\$20,000.00** into a GIC. We also have another GIC valued at **\$115,391.07** 

Please note that the X-Ray donation made by the Wuori's (\$850,000.00) is not reflected in this statement and a full accounting will be presented when the bill and payment has been finalized. The X-Ray donation is currently being held in a GIC until the bill arrives.

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### SYLVAN LAKE NEWS







# New x-ray operational at AACS

Installation of a new digital radiographic X-ray unit at the Sylvan Lake Advanced Ambulatory Care Service is now complete and local residents are now benefitting from the new technology.

The new unit reduces the need for patients to travel to larger centres, and improves the speed, accuracy and efficiency of diagnosis and treatment.

Funding for the equipment came from an \$850,000 donation from local residents Stephen and Jacqueline Wuori, who partnered with the Sylvan Lake and Area Urgent Care Committee to coordinate their gift.

"This generous donation from the Wuori family is a testament to the strength and compassion

of Albertans," said Devin Dreeshen, MLA for Innisfail-Sylvan Lake. "I'm impressed when innovative thinkers work together to bring advanced health equipment to our communities, ultimately building a strong and healthy Alberta for years

"It is truly exciting to see this new equipment go into service for the benefit of the Sylvan Lake community and surrounding area," says Stephen and Jacqueline Wuori in a statement. "Everything has gone smoothly and we appreciate the co-operative relationship we have had with the Urgent Care Committee and Alberta Health Services."

Unlike the facility's previous X-ray machine, the new unit has the ability to perform image stitching, which connects multiple X-ray images together to create one high-resolution image. This is especially beneficial to patients with scoliosis and those in need of orthopedic surgery on a knee or hip, as local and area patients no longer have to travel to Red Deer or Olds.

"This new technology will reduce the time it takes to gather images and send them to a physician for review. That means patients will receive results sooner than with the previous machine," says Valerie Thompson, Area Director, Lacombe,

Ponoka and Red Deer Counties.

"Alberta Health Services is extremely grateful for this generous donation. It isn't just an investment in healthcare, it's an investment in the entire community."

About 900 X-rays are performed monthly at

"The Sylvan Lake and Area Urgent Care Committee celebrates this generous financial donation from Stephen and Jacqueline Wuori for the major X-ray upgrade and interior renovation," says Susan Samson, Chair, Sylvan Lake and Area Urgent Care Committee. "Our community and surrounding areas will benefit greatly from the Wuoris' generosity."

In recognition of mandatory public health measures, a formal grand opening event will not be held.

The Sylvan Lake and Area Urgent Care Committee raises funds and accepts donations for the purchase of medical equipment for the Sylvan Lake Advanced Ambulatory Care Service. The service opened in 2018 and offers treatment for urgent, non-life-threatening injuries and illnesses.

#### SUMMER VILLAGE OF NORGLENWOLD PUBLIC NOTICE SUBDIVISION AND DEVELOPMENT APPEAL BOARD HEARING

This is to advise that an appeal has been received on January 14, 2021 from a neighbouring resident, appealing development permit #201652 issued November 30, 2020, for an accessory building with guest house at 313 Honeymoon Drive (Lot 4 Block 2 Plan 350HW) in the Summer Village of Norglenwold, due to the approved size variance.

The Development Appeal Board Hearing will be held as follows:

DATE: Monday, February 8th, 2021

TIME: 1:00 p.m.