

**REGULAR MEETING AGENDA
SUMMER VILLAGE OF SUNBREAKER COVE
FEBRUARY 22, 2022 @ 9:00 A.M.**

A. CALL TO ORDER

B. AGENDA - additions/deletions
 - adoption

C. ADOPTION OF MINUTES - Regular Meeting Minutes, January 17, 2022

D. INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Quarterly Financial Report
- 3) Public Works Report
- 4) Development Update
- 5) Paid Parking at Boat Launch
- 6) Lacombe Regional Emergency Management Plan Field Exercise
- 7) CAO Goals

E. REQUESTS FOR DECISION

1) Finance & Administration

- a) Capital Budget
- b) Municipal Sustainability Initiative Agreement

2) Council & Legislation

- a) Municipal Leaders' Caucus

3) Planning & Development

- a) Encroachment Agreement Renewals

F. 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

3) Upcoming Meetings

- a) Council Meeting – March 14, 2022

G. ADJOURNMENT

Summer Village of Sunbreaker Cove
Regular Meeting Minutes
January 17, 2022

C-1

Minutes of a Regular Council Meeting of the Summer Village of Sunbreaker Cove, Province of Alberta, held January 17, 2022, in the Summer Village Administration Office at Sylvan Lake, Alberta.

PRESENT	Mayor:	Teresa Beets
	Deputy Mayor:	Jim Willmon via Zoom
	Councillor:	Keith Kimball
	CAO:	Tanner Evans
	Development Officer:	Kara Kashuba via Zoom
	Recording Secretary:	Carolyn Widmer via Zoom

CALL TO ORDER

The Meeting was called to order at 8:59 a.m. by Mayor Beets.

AGENDA APPROVAL

SBC-22-001 MOVED by Deputy Mayor Willmon that the agenda be adopted as presented:
CARRIED

CONFIRMATION OF MINUTES

SBC-22-002 MOVED by Mayor Beets that the minutes of the Regular Meeting of Council held on December 20, 2021 be approved as presented.
CARRIED

INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Development Update
- 3) Notice of Public Meeting – Palm Cove

SBC-22-003 MOVED by Councillor Kimball that Council accepts the information items as information.
CARRIED

SBC-22-004 Closed Session
MOVED by Deputy Mayor Willmon to that Council move to a closed session as per FOIP Section 16 & 17 at 9:37am.
CARRIED

SBC-22-005 MOVED by Councillor Kimball that Council return to an open meeting at 10:29 am.
CARRIED

COUNCIL REPORTS

- Deputy Mayor Willmon
- No Reports

Summer Village of Sunbreaker Cove
Regular Meeting Minutes
January 17, 2022

C-1

Councillor Kimball

- No Reports

Mayor Beets

- No Reports

COMMITTEE REPORTS

Julie Maplethorpe, Summer Village of Jarvis Bay

- Parkland Regional Library Board

SBC-22-006 MOVED by Mayor Beets to accept the Council reports and Committee reports as information.

CARRIED

NEXT MEETING

SBC-22-007 MOVED by Mayor Beets that the next meeting of Council be held on February 14, 2021, at 9:00 a.m.

CARRIED

ADJOURNMENT

SBC-22-008 MOVED by Mayor Beets that being the agenda matters have been concluded, the meeting adjourned at 10:47 am.

CARRIED

TERESA BEETS, MAYOR

TANNER EVANS, CAO

Summer Village of Sunbreaker Cove

Administration and Finance

Council Date: February 22, 2022

Information Item

Agenda Item: *Accounts Payable Update*

Background:

Total payables processed and presented to Council \$ 104,131.03

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

- | | |
|--|--------------|
| 1. Al's Bobcat & Trucking-Accrual | \$ 3,806.25 |
| a. Sanding-Dec 2 to 14th 2021 | |
| 2. Lakeview Contracting-Accrual | \$ 21,252.00 |
| a. Replace Stairs & Landings | |
| b. Buoy Storage(Oct 2021 – May 2022) | |
| 3. Sylvan Lake Regional Wastewater-Accrual | \$ 5,919.60 |
| a. Share of Dec 2021 Debenture Costs | |
| b. Governance & Admin Costs 2021 | |
| 4. Lacombe County | \$ 9,824.32 |
| a. 2022 Yearly Fire Protection | |
| 5. Empringham Disposal Corp | \$ 3,276.00 |
| a. January Collection 2022 | |
| b. Sept 2021 Missed Inv-Auditor Has Copy | |
| c. Oct 2021 Missed Inv-Auditor Has Copy | |
| 6. Al's Bobcat & Trucking-Accrual | \$ 4,390.05 |
| a. Sanding- Dec 17 to 30 th | |
| 7. Stantec Consulting Ltd-Accrual | \$ 21,729.75 |
| a. Project-Wastewater Collection System | |
| 8. Urban Dirtworks Inc-Accrual | \$ 5,172.33 |
| a. 2021 Drainage Improvements | |
| 9. Summer Village of Norglenwold-Accrual | \$ 14,231.52 |
| a. December 2021 Muni Specific Costs | |
| b. December 2021 Monthly Shared Costs | |

Council Expense Claims Report:**January 2022**

- Teresa A. Beets \$ 673.31

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.

Date Printed
2022-02-11 10:35 AM

Summer Village of Sunbreaker Cove
List of Accounts for Approval
Batch: 2022-00006 to 2022-00015

Page 1

Bank Code - MAIN - General Bank

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
834	2022-01-14	Al's Bobcat & Trucking	18313	Accrual Sanding-Dec 2, 3, 6, 8, 10, 13 and	3,806.25	3,806.25
835	2022-01-14	Go Services Inc.	15153856	Accrual Monthly Portable Toilet Rental-Dec	210.00	210.00
836	2022-01-14	Lakeview Contracting Inc.	1705	Accrual Buoy Storage(Oct 2021 - May 2021	252.00	
			1704	Accrual Replace Stairs & Landings	21,000.00	21,252.00
837	2022-01-14	Roadata Services Ltd	00077893	Accrual road permits-December 21st	63.00	63.00
838	2022-01-14	Sylvan Lake Regional	1559	Accrual Governance & Admin Costs 2021	4,231.50	
			1551	Accrual Share of Dec 2021 Debenture Cos	1,688.10	5,919.60
839	2022-01-14	Triangle Construction Inc.	1496	Accrual Tree Removal	2,310.00	2,310.00
840	2022-01-31	Al's Bobcat & Trucking	18432	Sanding Jan 18 and 25th	1,727.25	1,727.25
841	2022-01-31	Assoc of Summer Villages	2022 Dues	2022 ASVA Membership	975.00	975.00
842	2022-01-31	Go Services Inc.	15154377	Jan Monthly Portable Toilet Rental	225.75	225.75
843	2022-01-31	Lacombe County	IVC00041618	2022 Yearly Fire Protection	9,824.32	9,824.32
844	2022-01-31	Parkland Regional Library	220253	First Requisition of 2022	193.02	193.02
845	2022-01-31	Wild Rose Assessment Service	8504	Assessment Fees-Jan 1 to Mar 31	1,837.50	1,837.50
846	2022-01-31	WSP Canada Inc.	1075231	Drainage Project	472.50	472.50
847	2022-02-11	AMSC Insurance Services Ltd	40426	Jan/22-Jan/23 Municipal Insurance	2,887.35	2,887.35
848	2022-02-11	Empringham Disposal Corp	29968	Bi-Weekly Collection Jan 2022	655.20	
			27637	Sept 2021 Missed-Auditor Has	1,310.40	
			27638	Oct 2021 Missed-Auditor Has	1,310.40	3,276.00
849	2022-02-11	Turnbull, Drew	REFUND	Refund for Over Payment	373.69	373.69
Total Computer Cheque:						55,353.23

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
234	2022-01-13	Al's Bobcat & Trucking	18359	Accrual Sanding-Dec 17 to 30th	4,390.05	4,390.05
235	2022-01-13	Empringham Disposal Corp	29196	Accrual Bi Weekly Collection	655.20	655.20
236	2022-01-13	Stantec Consulting Ltd	1670129	Accrual Project-Wastewater Collection Sys	21,729.75	21,729.75

Date Printed
2022-02-11 10:35 AM

Summer Village of Sunbreaker Cove
List of Accounts for Approval
Batch: 2022-00006 to 2022-00015

Page 2

EFT

Payment #	Date	Vendor Name			Invoice Amount	Payment Amount
		Invoice #	Reference			
237	2022-01-13	Summer Villages of Norglenwold				
		2021-00193	Accrual December Muni Specific		2,434.69	2,434.69
238	2022-01-13	Urban Dirtworks Inc				
		4094	Accrual 2021 Drainage Improvements		5,172.33	5,172.33
239	2022-01-17	Summer Villages of Norglenwold				
		2022-00016	Accrual Dec 2021 Monthly Shared Costs		13,993.90	
		2022-00012	Accrual Dec 2021 Muni Specific Costs		237.62	14,231.52
					Total EFT:	48,613.54

OTHER

Payment #	Date	Vendor Name			Invoice Amount	Payment Amount
		Invoice #	Reference			
2970	2022-01-14	Receiver General/OTH				
		CP12-2021	Accrual CPP		134.80	134.80
2996	2022-01-31	Receiver General/OTH				
		CP1-2022	CPP- Council		29.46	29.46
					Total Other:	164.26

Total MAIN: 104,131.03

Certified Correct This February 11, 2022

Mayor

Administrator

Summer Village of Sunbreaker Cove

Finance

Request for Decision

Agenda Item: 4th Quarterly Financial Report

Background:

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

Please be aware that these reports have been prepared prior to the yearend audit, ammortizations and yearend adjusting entries done by the Auditors.

Options for Consideration:

- The Operating Budget Report to December 31, 2021

- ASFF Report to December 31, 2021
 - The ASFF School taxes were on budget this year. There is a \$8.08 remainder, which is mainly the Designated Industrial tax collected for the Province that does not get submitted due to it being under \$50.

- Capital Projects Report to December 31, 2021
 - \$746,000.00 was moved from Wastewater Reserves to WW Sewer Project Rev
 - \$796,239.00 was moved from Deferred Rev. to MSI Wastewater Project Rev
 - \$14,628.00 (MSP Funding) was moved from Deferred Rev. to Drainage Prj

 - \$48,870.96 (MSI Applied) - Drainage Costs - (Funds Not Yet Received) - Council approval needed for Interim funding move to offset expenses.
 - \$20,000 Pathway Costs - Reserve not determined - Council Approval needed.

 - Lacombe County has been invoiced for the WW Project on January 27, 2022 for \$408,380.18.

 - Of the \$3,528,178.68 Wastewater Projects Costs, the following costs were incurred within the project in 2021:
 - * Brownlee Legal Fees - \$8,037.50
 - * Alchemy - \$1,627.50
 - * Darwindurnie Consulting - \$4,175.00
 - * Newletters/Mail Out Costs - \$1,489.00

- MSI Allocation Report to December 31, 2021

Balances at December 31, 2021

- ATB Bank Account \$1,061,176.03 (currently \$369,403 Jan.28/22)
- ATB LOC \$1,000,000.00
- Debenture #1 \$246,467.60
- Debenture #2 \$253,700.00

Reserves and Deferred Accounts

• Accumulated Surplus	138,103.51
• Completions Deposits	40,500.00
• Deferred Revenue (Grants)	1.36
• JSC IT Reserve	0.00
• JSC Fleet Replacement Reserve	1,716.09
• Reserves Roads	406,709.00
• Reserves Wastewater	216,044.49
• Reserves General Operating	62,767.87
• Mill Rate Stabilization Fund	25,000.00
• Infrastructure Reserve	16,216.00

- Unpaid Taxes as of Jan 1/21
 - 11 Properties with a balance - \$13,693.51 (8 are UTs and Interest only and 3 are O/S Taxes (\$5,518.31, \$2,914.66, \$3,295.47). 1 property owners has been in contact with an intent to pay by monthend.

Administrative Recommendations:

That Council determine which Reserve Accounts are to be used for Drainage and Pathway costs and discuss the WW Project Deficit in the GL's.

That Council discusses and accepts as the report for their information.

Authorities:

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

Report Date
2022-01-26 3:07 PM

Summer Village of Sunbreaker Cove
Operating Budget
For the Period Ending December 31, 2021

Page 1

	Budget	2021 YTD	YTD
Revenue			
101-000-110 - Taxation	329,249.17	329,249.86	0.69
101-000-120 - Garbage Levy	28,569.00	28,462.00	(107.00)
101-000-125 - WW Rate Rider - Annual			
101-000-510 - Taxes Penalties & Cos	5,000.00	8,610.90	3,610.90
101-103-130 - DI - Designated Industrial	11.51	11.51	
112-000-410 - Sale of Services & Su	58.32	1,150.00	1,091.68
112-000-540 - Interest Charges		82.74	82.74
112-000-550 - Return on Investments	7,000.00	16,199.33	9,199.33
112-000-570 - Other Revenue		3,350.27	3,350.27
112-000-740 - MSI Operational	9,275.00	8,502.00	(773.00)
112-000-840 - Grant Lacombe	539.00	539.00	
121-000-530 - Fines Provincial Coll		368.00	368.00
161-000-410 - Compliance Certifica	533.70	400.00	(133.70)
161-000-510 - Inspection Fees	1,067.28	1,034.03	(33.25)
161-000-520 - Development Permits/Appeal Fees	1,601.11	7,685.00	6,083.89
161-000-590 - Encroachment Fees	1,050.00	700.00	(350.00)
Total Revenue:	383,954.09	406,344.64	22,390.55
Expenditures			
Council and Legislation			
211-101-150 - Mayor Remuneration	9,000.00	10,041.00	(1,041.00)
211-101-210 - Mayor Trav & Sub	2,500.00	1,242.16	1,257.84
211-102-150 - Deputy Mayor Renumera	4,000.00	3,362.40	637.60
211-102-210 - D. Mayor Trav & Sub	1,500.00	515.96	984.04
211-103-150 - Councillor Remunerati	2,000.00	2,812.50	(812.50)
211-103-210 - Councillor Trav & Sub	1,000.00	709.11	290.89
211-201-212 - Alberta Summer Village Association	1,036.32		1,036.32
211-202-212 - Alberta Urban Municipalities Association	829.06	1,200.00	(370.94)
211-203-212 - Council Education Opportunity	450.00	882.96	(432.96)
211-301-220 - Mem. AUMA	950.00	823.74	126.26
211-302-220 - Mem. ASVA	975.00	975.00	
211-303-220 - Mem. FCM	165.45	95.97	69.48
211-304-220 - Mayors and Reeves Mem	109.94		109.94
Total Council and Legislation:	24,515.77	22,660.80	1,854.97
Administration			
212-100-110 - Salaries	79,668.14	85,315.60	(5,647.46)
212-100-130 - Training	2,111.21	2,614.81	(503.60)
212-100-140 - Benefits	2,978.85	2,297.89	680.96
212-100-210 - Travel & Subsistence	2,734.27		2,734.27
212-100-211 - WCB	1,905.79	882.60	1,023.19
212-100-266 - PW Fleet	1,426.49	921.15	505.34
212-200-215 - Postage/Freight/Couri	1,454.71	1,251.37	203.34
212-200-500 - Printing Costs	1,629.63	961.31	668.32
212-200-510 - Office Supplies	2,556.01	2,264.83	291.18
212-300-217 - Phone/Fax/Internet	1,663.73	3,311.52	(1,647.79)
212-300-240 - Computer Software/Mtn	1,222.23	2,072.95	(850.72)
212-300-242 - IT Equipment	838.32	1,956.38	(1,118.06)
212-300-250 - Facility Improvements	838.32	447.18	391.14
212-300-255 - Facility Maintenance	2,944.32	1,260.71	1,683.61
212-300-263 - Condominium Costs	855.55	760.80	94.75

Report Date
2022-01-26 3:07 PM

Summer Village of Sunbreaker Cove
Operating Budget
For the Period Ending December 31, 2021

Page 2

	Budget	2021 YTD	YTD
212-300-265 - Equipment Maintenance	360.18		360.18
212-300-270 - Equipment Rental	672.22	514.65	157.57
212-300-510 - Other Contingency	279.70	400.91	(121.21)
212-300-530 - Building Insurance	414.89	412.18	2.71
212-300-540 - Utilities	2,424.11	2,794.61	(370.50)
212-400-220 - Council Mtg Expenses	800.56	551.00	249.56
212-400-221 - Fees and Charges	6,500.00	2,086.78	4,413.22
212-400-222 - Advertising	1,139.95		1,139.95
212-400-230 - Legal Fees	4,269.64	120.50	4,149.14
212-400-231 - Audit Fees	6,309.36	6,293.85	15.51
212-400-232 - Assessment Fees	7,200.00	7,200.00	
212-400-233 - Accounting Software	2,000.00		2,000.00
212-400-275 - Municipal Insurance	3,735.93	2,689.66	1,046.27
212-400-910 - Tax Changes	100.00	(43.31)	143.31
212-400-920 - Infrastructure Reserve	16,216.00	16,216.00	
212-400-930 - Fleet Replacement Reserve	1,000.00	1,000.00	
212-401-220 - Election Expenses	5,000.00	4,000.16	999.84
Total Administration:	163,250.11	150,556.09	12,694.02
Protective Services			
223-000-200 - Contracted Fire Service	9,205.98	6,498.18	2,707.80
224-000-200 - Emergency Management	3,121.20	2,500.00	621.20
224-000-201 - Safety Equipment	208.08		208.08
225-000-200 - Policing Costs	9,089.00		9,089.00
226-000-200 - Enforcement	35,872.00	27,791.40	8,080.60
Total Protective Services:	57,496.26	36,789.58	20,706.68
Public Works			
232-000-200 - Green Space Program	10,000.00	9,522.99	477.01
232-000-240 - Tree Removal	9,144.00	5,020.55	4,123.45
232-000-250 - Road Maintenance Program	16,000.00	6,569.00	9,431.00
232-000-255 - Plowing Program	26,000.00	17,922.25	8,077.75
232-000-265 - Sign Program	2,092.96	327.71	1,765.25
232-000-270 - Pathway Program	5,000.00	9,742.51	(4,742.51)
232-000-530 - Ditch & Culvert Progr	2,072.64	712.39	1,360.25
242-000-250 - SLR WasteWater Commis	8,463.00	9,115.49	(652.49)
242-000-251 - SLR Water Commission	1,000.00	346.75	653.25
242-000-253 - System Debenture Share	3,738.38	5,220.50	(1,482.12)
242-000-255 - System Debenture Interest		3,377.50	(3,377.50)
242-000-254 - Wastewater Project Costs	5,000.00	3,107.66	1,892.34
243-000-200 - Waste Removal Contrac	12,000.00	8,736.00	3,264.00
243-000-255 - Landfill Costs	16,500.00	14,682.40	1,817.60
Total Public Works:	117,010.98	94,403.70	22,607.28
Planning and Development			
261-000-110 - Development Services	1,200.00	1,350.86	(150.86)
261-000-115 - IDP	2,000.00	26.25	1,973.75
261-000-200 - Planning Projects	508.00		508.00
261-000-215 - SDAB Costs	310.90	2,366.18	(2,055.28)
261-000-220 - MPC Costs	1,865.38	1,000.00	865.38
Total Planning and Development:	5,884.28	4,743.29	1,140.99

Report Date
2022-01-26 3:07 PM

Summer Village of Sunbreaker Cove
Operating Budget
For the Period Ending December 31, 2021

Page 3

	Budget	2021 YTD	YTD
Recreation			
272-000-500 - Buoys	5,080.00	6,939.12	(1,859.12)
272-000-510 - Parks & Playgrounds	5,720.08	5,270.47	449.61
272-000-515 - Regatta	2,235.20	2,937.10	(701.90)
212-403-220 - FCSS Town of Sylvan	2,014.80	877.00	1,137.80
274-000-850 - Parkland Regional Lib	700.00	692.55	7.45
Total Recreation:	15,750.08	16,716.24	(966.16)
Environment			
273-101-150 - Red Deer River Waters	46.61	46.61	
Total Environment:	46.61	46.61	0.00
Total Expenditures:	383,954.09	325,916.31	58,037.78
Surplus / Deficit	0.00	80,428.33	80,428.33

Report Date
2022-01-26 3:08 PM

Summer Village of Sunbreaker Cove
ASFF Budget Report
For the Period Ending December 31, 2021

Page 1

	Budget	Year to Date	Budget Remain
Revenue			
101-100-130 - ASFF Residential	340,782.21	340,778.78	(3.43)
101-102-130 - ASFF Non-Residential	551.63	551.63	
101-103-130 - DI - Designated Industrial	11.51	11.51	
Total Revenue:	341,345.35	341,341.92	(3.43)
Expenditures			
201-100-130 - ASFF-Residential	340,782.21	340,782.21	
201-200-130 - ASFF Non-Residential	551.63	551.63	
201-300-130 - DI - Designated Industrial	11.51		11.51
Total Expenditures:	341,345.35	341,333.84	11.51
Surplus / Deficit	0.00	8.08	8.08

Report Date
2022-01-28 1:44 PM

Summer Village of Sunbreaker Cove
Capital Projects Budget
For the Period Ending December 31, 2021

Page 1

	Budget	Year to Date	Budget Remain
Revenue			
197-191-840 - Project - MSI Wastewater Collection Sys	1,160,616.00	796,239.00	(364,377.00)
197-191-848 - Project - LC Wastewater Collection Sytem		265,401.45	265,401.45
197-191-842 - Project - WW Borrowing/Collection Fee	1,165,007.00		(1,165,007.00)
197-191-843 - Project - WW Sewer Reserves Transfer	746,400.00	746,400.00	
197-191-844 - Project - Reserves Pathway & Stairs	20,000.00		(20,000.00)
197-191-841 - Project MSP/MSI - Drainage	100,000.00	14,628.00	(85,372.00)
101-000-125 - WW Rate Rider - Annual			
197-191-845 - WW - Rate Rider - Paid in Full		666,010.93	666,010.93
197-191-846 - WW - Tie Ins		160,332.78	160,332.78
197-191-847 - WW - Grinder Pumps		158,835.05	158,835.05
Total Revenue:	3,192,023.00	2,807,847.21	(384,175.79)
Expenditures			
297-191-840 - Project - Wastewater Collection System	3,017,000.00	3,528,178.68	(511,178.68)
297-191-842 - Project - WW Stantec Design Finalization	15,023.00	9,640.62	5,382.38
297-191-843 - Project - WW Other WWC	40,000.00		40,000.00
297-191-844 - Project - Pathway & Stairs	20,000.00	20,000.00	
297-191-841 - Project MSP/MSI - Drainage	100,000.00	63,498.96	36,501.04
297-191-846 - WW - Tie Ins			
297-191-847 - WW - Grinder Pumps		157,262.40	(157,262.40)
Total Expenditures:	3,192,023.00	3,778,580.66	(586,557.66)
Surplus / Deficit	0.00	(970,733.45)	(970,733.45)

SUMMER VILLAGE OF SUNBREAKER COVE

Program Year	Annual Allocation	Payment	Outstanding Balance	% Paid	Statement of Funding and Expenditure Status	Income Earned	MSI Funding Applied to Project Expenditures
2007	\$41,895	\$41,895	\$0	100	Certified	\$154	\$0
2008	\$53,960	\$53,960	\$0	100	Certified	\$1,288	\$0
2009	\$42,764	\$42,764	\$0	100	Certified	\$486	\$0
2010	\$132,884	\$132,884	\$0	100	Certified	\$876	\$0
2011	\$133,246	\$133,246	\$0	100	Certified	\$1,316	\$3,554
2012	\$134,721	\$134,721	\$0	100	Certified	\$1,430	\$79,515
2013	\$126,076	\$126,076	\$0	100	Certified	\$541	\$78,982
2014	\$138,496	\$138,496	\$0	100	Certified	\$6,480	\$32,007
2015	\$134,285	\$134,285	\$0	100	Certified	\$1,557	\$16,384
2016	\$126,688	\$126,688	\$0	100	Certified	\$0	\$149,242
2017	\$126,292	\$126,292	\$0	100	Received	\$2,663	n/a
2018	\$153,685	n/a	n/a	0	Received	\$14,212	n/a
2019	\$92,171	n/a	n/a	0	Received	\$15,715	n/a
2020	\$118,521	n/a	n/a	0	Received	\$8,041	n/a
2021	\$138,339	n/a	n/a	0	n/a	n/a	n/a
Total	\$1,694,023	\$1,191,307	\$0			\$54,759	\$359,684

"Pending" Project Summary

	Count	Requested Amount	
		Total Project Costs	Requested MSI to be Applied
New Applications			
Draft	0	\$0	\$0
Submitted	0	\$0	\$0
Sub-total	0	\$0	\$0
Amendments *			
Draft	0	\$0	\$0
Submitted	0	\$0	\$0
Sub-total	0	\$0	\$0
TOTAL PENDING:		\$0	\$0

* Amounts reflect the total increase or decrease to the original accepted amounts.

"Accepted" Project Summary

	Ongoing	Completed/Fully Funded	Total
Count	7	5	12
Total Project Costs	\$1,803,881	\$273,719	\$2,077,600
Total MSI Funding to be Applied	\$1,653,556	\$255,232	\$1,908,788
Total MSI Funding Applied	\$154,385	\$205,299	\$359,684

Funding Available for Future Commitments: \$540,991

A municipality may commit future years' MSI capital funding to eligible project(s) prior to receiving its annual allocation, subject to a commitment limit.

The maximum amount of MSI funding a municipality may request for new project(s) is calculated as all of its historical allocations plus five times its current year allocation, plus credit items¹, less MSI funding applied to completed projects¹, MSI funding accepted for ongoing projects², and MSI funding recommended for submitted projects².

Acceptance of a project on the basis of estimated future funding does not guarantee that future funding will be available.

¹Based on certified Statements of Funding and Expenditures.

²Projects and amendments that have been submitted, but have not yet been recommended for funding, are not included in the calculation.

Summer Village of Sunbreaker Cove**February 22, 2022****Public Works****Information Item****Agenda Item: *Public Works Update*****Background:**

- Rip Rap work is expected to be installed in March. There have been and continue to be delays in the approval process because Lakeview is dealing with a new staff at AB Environment who are less familiar with the approval process.
- Public Works is compiling all the forms for wastewater connections. When we have the go ahead from the commission, we will contact everyone who has submitted the completed paperwork and set up a time to turn the curb stop valves. So far 27 properties have submitted the required paperwork.
- Public Works is currently acquiring quotes for buoy installation, removal, storage, and general management.
- Administration is in the process of acquiring quotes for asphalt overlay on all the side roads.
- Public Works is working on training through AWWOA to become a certified small systems operator for the municipal sewage systems.

Administrative Recommendations:

Council to accept as information.

Summer Village of Sunbreaker Cove

February 22, 2022

Planning and Development

Information Item

Agenda Item: *Development Update*

Background:

Development Permit Update:

Currently there are 98 development permits issued in the Summer Villages (37 in Birchcliff, 3 in Half Moon Bay, 11 in Jarvis Bay, 24 in Norglenwold, and 23 in Sunbreaker Cove).

The following is the listing for Sunbreaker Cove:

- | | |
|-----------------------|---|
| 1. 1206 Marine Drive | Demolition |
| 2. 717 Sunhaven Way | Addition |
| 3. 1105 Larch Road | Dwelling |
| 4. 669 Fox Crescent | Dwelling & Detached Garage |
| 5. 1211 Pine Road | Garage with Guest House |
| 6. 917 Deer Street | Addition |
| 7. 1319 Birch Road | Shed |
| 8. 1119 Poplar Road | Dwelling Addition |
| 9. 633 Fox Crescent | Deck Addition & Hot Tub |
| 10. 805 Sunhaven Way | Demolition & Detached Garage with Guest House |
| 11. 711 Elk Street | Deck |
| 12. 613 Fox Crescent | Driveway |
| 13. 1317 Birch Road | Dwelling |
| 14. 1130 Breakers Way | Dwelling |
| 15. 701 Sunhaven Way | Demolition & Dwelling |
| 16. 809 Sunhaven Way | Dwelling |

Active development permits for the operation of a Tourist Home:

1. 1309 Breakers Way
2. 1126 Breakers Way
3. 1323 Birch Road
4. 635 Fox Crescent
5. 1318 Balm Road
6. 641 Fox Crescent
7. 685 Fox Crescent

Permit Summary:

Year to date 2022:

January - 0 development permits. Estimated project cost N/A.

2021:

January – 0 development permits. Estimated project cost N/A.

Administrative Recommendations:

Council to accept as information.

Authorities:

Land Use Bylaw #99/13.

Summer Village of Sunbreaker Cove**Administration****Information Item****Agenda Item: *Paid Parking at Boat Launch*****Background:**

Administration recently met with Lacombe County where we were updated with their plans to begin a paid parking and launch program this boating season at the Lacombe County / SBC boat launch. The County has created a digital parking system which will run off an app so no physical infrastructure is needed. Visitors wanting to use the parking lot or the overflow parking lot will be required to pay \$20 per day for boat launch stalls, \$10 per day for park only stalls, and \$10 to launch only.

Lacombe County will be giving consideration to expanding the Commissionaire's hours and providing them with the legal authority to enforce parking. They are not requesting SBC to share in any extra costs involved.

This boating season will be a test for the app system. If the County finds it does not meet their expectations, they will look into the option of installing physical infrastructure in the form of parking terminals. While administration does not have any issue with the paid parking program, there could potentially be further parking issues pushed into the village internal road system. Consideration should be given to provide the Commissionaire's the legal authority to enforce parking bylaws within the Summer Village as well.

Options for Consideration:

Council to accept as information

Administrative Recommendations:

Council to accept as information

Authorities:

Summer Village of Sunbreaker Cove**Administration****Information Item****Agenda Item: *LREMP Field Exercise*****Background:**

According to legislation, every municipality in Alberta must undergo a tabletop emergency exercise every year, and a larger field exercise every 4 years. This year, the LREMP (Lacome Regional Emergency Management Partnership) is planning a fairly large field exercise for municipalities involved, including Jarvis Bay and Norglenwold who will become LREMP members this year. This will take place on October 27 and will involve as many staff and Council that are available. We will be physically setting up a mock emergency service centre and moving people between communities.

This is a major undertaking by the LREMP and they are asking everyone to attend if possible. We will likely have an in-house exercise prior to the event to ensure everyone is comfortable with their roles. There will also be a cost of \$1,500 to be split between our 5 municipalities.

Options for Consideration:

Council to accept as information

Administrative Recommendations:

Council to accept as information

Authorities:

Summer Village of Sunbreaker Cove

Administration

Information Item

Agenda Item: *CAO 2022 Goals*

Background:

Each year, as part of the CAO's Annual Review, the CAO sets goals that he would like to accomplish in the upcoming year, that will lead to Council achieving its goals.

Attached is a list of the CAO's goals for 2022.

Options for Consideration:

- 1) Council discuss and provide direction to CAO.
- 2) Council accept as information.

Administrative Recommendations:

That Council accept as information.

Performance Appraisal Form

Name: Tanner Evans	Summer Village: Sunbreaker Cove	Position Title: CAO
Date of Review:		Present Job Since: November 2019
Check One: This is a <input type="checkbox"/> Self Review <input type="checkbox"/> Council Review <input type="checkbox"/> Combined Review		

Part 1 - MGA Primary Responsibilities:

Section 207

The chief administration office

- A. Is the administrative head of the municipality;*
- B. Ensures that the policies and programs of the municipality are implemented*
- C. Advises and informs the council on the operation and affairs of the municipality*
- D. Performs the duties and functions and exercises the powers assigned to the chief administrative officer by this and other enactments or assigned by council.*

Section 208

The chief administrative officer must ensure that:

- A. Minutes of each council meeting*
 - i. Are recorded in English language without note or comment*
 - ii. Include the names of the councilors present at the council meeting*
 - iii. Are given to council for adoption at a subsequent council meeting, and*
 - iv. Are recorded in the manner and to the extent required under section 230(6) when a public hearing is held*
- B. All bylaws, minutes of council meetings and other records and documents of the municipality are kept safe*
- C. The minister is sent a list of all the councilors and any other information the ministers requires within 5 days after the term of the councilors begins*
- D. The council is advised in written of its legislative responsibilities under this act*
- E. Subsection (1) applies to the chief administrative officer in respect of council committees that are carrying out the powers, duties and functions delegated to them by the council.*

Primary Responsibility Assessment

Referring back to your assessments in the results section of the goals, please rate your overall contribution to the Summer Village.

<input type="checkbox"/> Unsatisfactory Contribution (UC)	<input type="checkbox"/> Basic Contributor (BC)	<input type="checkbox"/> Solid Contributor (SC)	<input type="checkbox"/> Outstanding Contributor (OC)
Performance that consistently does not meet job standards. Immediate and ongoing improvement required.	Performance that marginally meets but tends to be below acceptable job standards. These individuals contribute at a level requiring more supervision and direction than should be required. Employees at this level require improvement.	Performance that consistently meets and sometimes exceeds job standards. These are individuals who make valued contributions to Summer Villages.	Performance that consistently exceeds job standards by a significant degree. These individuals contribute above what is normally expected by overcoming exceptional challenges and/or applying unique solutions.

Strengths:

Opportunities:

Part 2 – Goal Setting:

Describe specific goals within your scope of responsibilities that will lead to Council achieving its goals. Your goals must drive results and should be directly aligned with those of Council.

Your Individual Goals for this Calendar Year	How will the work be accomplished?	How will this work be measured?	What was actually achieved?
1. Finalize wastewater operational agreement with Lacombe County	Continue work with LC manager and operations crew to finalize agreements	Agreements complete and signed	
2. Implement multi rate utility fee system	Work with both finance and administration to collect data and implement system with the ability to change annually	Utility bills are organized and sent out correctly	
3. Organize and implement rate rider on the properties who did not pay for WW upfront	Work with finance and administration to register caveats on titles of all properties ensure rate rider is properly being billed and paid annually	Rate rider on caveat on all properties, billing system organized for following years	
4. Pier program / policy pilot complete	Implement phase 1 of program roll out this boating season – program to be informed by lessons learned	Phase 2 roll out ready to go in 2023 boating season	
5.			

Goals Assessment

Referring back to your assessments in the results section of the goals above, please rate your overall contribution to the Summer Village.

<input type="checkbox"/> Unsatisfactory Contribution (UC)	<input type="checkbox"/> Basic Contributor (BC)	<input type="checkbox"/> Solid Contributor (SC)	<input type="checkbox"/> Outstanding Contributor (OC)
Performance that consistently does not meet job standards. Immediate and ongoing improvement required.	Performance that marginally meets but tends to be below acceptable job standards. These individuals contribute at a level requiring more supervision and direction than should be required. Employees at this level require improvement.	Performance that consistently meets and sometimes exceeds job standards. These are individuals who make valued contributions to the success of the Summer Village.	Performance that consistently exceeds job standards by a significant degree. These individuals contribute above what is normally expected by overcoming exceptional challenges and/or applying unique solutions.

Part 3 – Key Leadership Competencies: To complete this section, please refer to the CAO Leadership Competency Model.

Thought Leadership	Assessment (UC / BC / SC / OC)				Demonstration of Competency (Please provide Specific Examples)
Analyze Issues and Solve Problems	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Identify Improvements	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Results Leadership	Assessment (UC / BC / SC / OC / NR)				Demonstration of Competency
Establish Plans	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Execute Efficiently	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Show Initiative	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
People Leadership	Assessment (UC / BC / SC / OC)				Demonstration of Competency
Solicit Support	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Communicate Effectively	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Relate Well to Others	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Select and Develop	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Personal Leadership	Assessment (UC / BC / SC / OC)				Demonstration of Competency
Demonstrates Credibility	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Readily Adapt	<input type="checkbox"/> UC	<input type="checkbox"/> BC	<input type="checkbox"/> SC	<input type="checkbox"/> OC	
Leadership Competencies Assessment Referring back to your assessments in the results section of the goals, please rate your overall contribution to the Summer Village.					
<input type="checkbox"/> Unsatisfactory Contribution (UC)	<input type="checkbox"/> Basic Contributor (BC)		<input type="checkbox"/> Solid Contributor (SC)		<input type="checkbox"/> Outstanding Contributor (OC)
Does not demonstrate core competency behaviors at an acceptable level. Competency behavior demonstration is consistently below the basic level.	May demonstrate some competency behaviors at a solid level; however demonstration is inconsistent and/or majority of competencies are rated at the Basic level.		Consistently demonstrates competency behaviours required for the job. May demonstrate some competency behaviours at the Outstanding level; majority of competencies are rated at the Solid level.		Consistently demonstrates competency behaviors at an outstanding level. Demonstrates a unique set of behaviors that lead to superior results. Majority of competencies are rated at the Outstanding level.

Part 4 – Overall Performance Rating:

Overall Performance Assessment			
Council to select a rating that best describes your overall contribution by reviewing your demonstration and achievement of: <ul style="list-style-type: none"> The selected Key Leadership Competencies Performance Objectives / Goals 			
<input type="checkbox"/> Unsatisfactory Contribution (UC)	<input type="checkbox"/> Basic Contributor (BC)	<input type="checkbox"/> Solid Contributor (SC)	<input type="checkbox"/> Outstanding Contributor (OC)
Performance falls short of expectations in quality and/or quantity; requires excessive supervision and/or demonstrate behaviors fall short of expectations.	Has the necessary ability to handle the current job, meets some expectations but may require assistance to perform assignments. Demonstration of competency behaviors needs to be more consistent.	Is a competent performer and valued team player. Meets the objectives and expectations of the position and effectively demonstrates the competency behaviors required to drive performance.	Is willing to go the extra mile, exceeds in key objectives, exhibits strong competency behaviors; is a self starter that continually seeks ways to improve. Is mission oriented vs. job/task oriented.

Part 5 – Development Planning:

Development Objectives	How will this objective be accomplished?	How will you know when you've successfully achieved this objective?	What was actually achieved?
1. Complete last NACLAA course by year end	Online courses through University of Alberta	Courses complete	
2			

Part 6 – Signatures:

 CAO

 Mayor

 Council Member

 Date

 Date

 Date

Summer Village of Sunbreaker Cove

Finance

Request for Decision

Agenda Item: *Capital Budget*

Background:

Attached is the proposed capital project budget for 2022.

Options for Consideration:

1) That Council review and discuss the Capital Budget information provided and to provide any necessary input and projects into the 2022 Capital Budget.

Administrative Recommendations:

1) That Council approve a 2022 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.

Expenses Anticipated	Capital Projects	Total Anticipated 5 years		Total 2022 Budget	
	Stairways				
	Shoreline Rip Rap Repairs				
	Roadways				-
Total Expenses			\$		-
Revenue Anticipated	Stairways				
	Shoreline Repairs				
	Roadways				
Total Funding			\$		-
Amount Required from Taxation			\$		-
	2022 Pathway & Stairs/Road Overlay	\$	225,000.00		
	2023 Pathway & Stairs	\$	15,000.00		
	2024 Pathway & Stairs/Road Overlay	\$	600,000.00		
	2025 Pathway & Stairs	\$	15,000.00		
	2026 Pathway & Stairs	\$	15,000.00		

Summer Village of Sunbreaker Cove

Finance

Request for Decision

Agenda Item: *Amending Memorandum of Agreement*

Background:

The Government of Alberta recognizes the importance of rebuilding Alberta's economy through investment in local infrastructure. Therefore, the government has extended the Municipal Sustainability Initiative (MSI) program for two years, until March 31, 2024, when it will be replaced with the Local Government Fiscal Framework (LGFF).

To extend the MSI and continue to provide the funding, the current long-term MSI agreements must be amended. While the MSI allocation formula has been removed from the agreements, it will remain in the MSI program guidelines, and the process used to determine the 2022 and 2023 MSI allocations will remain the same.

The amending 2022 MSI Memorandum of Agreement is attached. Please note the 2022 MSI funding allocation cannot be released until the amending agreement is signed and returned.

Options for Consideration:

- 1) That Council sign the MSI Amending MOA.
- 2) Table for further information.

Administrative Recommendations:

- 1) That Council sign the MSI Amending MOA.

Authorities:

Municipal Affairs - The Municipal Sustainability Initiative (MSI) helps support local infrastructure priorities and build strong, safe and resilient communities.

Municipal Sustainability Initiative

AMENDING MEMORANDUM OF AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN, in right of the Province of Alberta, as represented by the Minister of Municipal Affairs

(hereinafter called "the Minister")

and

the **Summer Village of Sunbreaker Cove**, in the Province of Alberta

(hereinafter called "the Municipality")

(hereinafter called "the Parties")

WHEREAS the Parties entered into a Municipal Sustainability Initiative Memorandum of Agreement (hereinafter called the "Original Agreement") dated November 30, 2007;

AND WHEREAS the Parties have, by written agreement, amended the Original Agreement on June 12, 2009, October 10, 2013, June 27, 2014, March 29, 2017, June 29, 2017, March 22, 2019, and October 21, 2020;

AND WHEREAS the Parties wish to further amend the Original Agreement;

THEREFORE the Parties agree as follows:

1. The Original Agreement, as previously amended, is amended by:
 - a. Deleting "a fourteen-year funding commitment" in the preamble and replacing it with "a sixteen-year funding commitment".
 - b. Deleting "fourteen-year term" in section 4 and replacing it with "sixteen-year term", and by deleting "in accordance with section 5" in section 4 and replacing it with "in accordance with the Program Guidelines".
 - c. Deleting the words "for Component A and 2014-2015 levels for Component B" in section 4.(i).
 - d. Deleting section 5.
 - e. Deleting "2021-22" in section 15 and replacing it with "2023-2024", and by deleting "March 31, 2027" in section 15 and replacing it with "March 31, 2029".
 - f. Deleting "March 31, 2022" in section 15.1 and replacing it with "March 31, 2024".

2. Except as amended herein, all other provisions of the Original Agreement as amended remain in full force and effect.
3. This Amending Memorandum of Agreement shall be effective as at April 1, 2022 following signing by the Parties' authorized representatives.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HER MAJESTY THE QUEEN
in Right of the Province of
Alberta as Represented by
the Minister of Municipal Affairs

Per: 
MINISTER, MUNICIPAL AFFAIRS

Date: JAN 29 2022

Summer Village of Sunbreaker Cove

Witness

Per: _____
CHIEF ELECTED OFFICIAL

Date: _____

Witness

Per: _____
DULY AUTHORIZED SIGNING OFFICER

Date: _____

Summer Village of Sunbreaker Cove

February 22, 2022

Council and Legislation

Request for Decision

Agenda Item: *Municipal Leaders Caucus*

Background:

Administration has received information about the upcoming 2022 Alberta Municipalities Spring Municipal Leaders' Caucus being held at the Edmonton Convention Centre March 9 & 10, 2022. The caucus is open to all mayors, council members and CAOs.

The cost to attend in person is \$165 plus accommodations or \$125 to attend virtually.

Council has \$468 in their 2022 budget for Council Education Opportunities should anyone wish to attend.

Options for Consideration:

- 1) Council discuss and provide direction to Administration.
- 2) Council accept as information.

Administrative Recommendations:

Council to discuss and provide direction to Administration.

Authorities:

2022 Budget

Draft Agenda for Spring 2022 Municipal Leaders' Caucus
 March 9 and 10, 2022
 Edmonton Conference Centre
 Subject to Change

Wednesday, March 9	
8:00 a.m.	Registration and Breakfast
9:00 a.m.	President's Opening Remarks
9:15 a.m.	Minister of Municipal Affairs' Remarks
9:30 a.m.	Ministers' Dialogue Session I
10:10 a.m.	Break
10:30 a.m.	Ministers' Dialogue Session II
11:10 a.m.	Premier's Remarks
11:30 p.m.	Lunch
12:30 p.m.	Education/Engagement Session I – Alberta Provincial Police Service
2:30 p.m.	Break
2:45 p.m.	Requests for Decision
3:15 p.m.	Education/Engagement Session II - EMS
4:15 p.m.	Closing Remarks
4:30 to 6:30 p.m.	Networking session

Thursday, March 10	
7:00 a.m.	Registration and Breakfast
8:00 a.m.	Education/Engagement Session III – Municipal Financial Health and LGFF
9:15 a.m.	Alberta Municipalities President's Report
9:30 a.m.	Executive Committee Dialogue Session
10:00 a.m.	Break
10:15 a.m.	Education/Engagement Session IV – Future of Municipal Governance
11:30 a.m.	Opposition Leader's Remarks
11:45 a.m.	Closing Remarks
12:00 p.m.	Lunch



2022 ALBERTA MUNICIPALITIES SPRING MUNICIPAL LEADERS' CAUCUS

MARCH 9 & 10, 2022
EDMONTON CONVENTION CENTRE

Join us for Alberta Municipalities spring Municipal Leaders' Caucus being held March 9 & 10 at the Edmonton Convention Centre.

The spring Caucus will open with a breakfast buffet on Wednesday, March 9 and will include a day-and-a-half of sessions on the proposed Alberta Provincial Police Service, EMS, municipal financial health, and more. Alberta Municipalities is also working with our provincial partners to schedule two Minister dialogue sessions, as well as addresses from Premier Jason Kenney and Opposition Leader Rachel Notley. Day one will conclude with a networking session for attendees and business and industry stakeholders.

Registration for RMA Members will open on February, 16.

2022 SPRING MLC AGENDA

IN-PERSON

Alberta Municipalities Regular Members: \$165

RMA Members (Alberta Municipalities Associate Members): \$165

RMA Members (Alberta Municipalities Non-members): \$215

VIRTUAL

Virtual: \$125

***In-person attendees**

Please note, all public health orders in place at the time of the event will be followed. This could include but it not limited to showing proof of vaccination or privately paid for negative test result within 72-hours, and masking while not actively eating or drinking.

***Virtual Attendees**

Virtual attendees will have access to watch all agenda items live. Eligible virtual attendees will have the ability to vote on Requests for Decisions. There will be no ability for virtual attendees to ask questions during any sessions.

Refund Policy

All cancellations must submitted via email to registration@abmunis.ca prior to 11:59 pm MST on March 1, 2022 to be eligible for a full refund, minus a \$10 administrative fee.

Any cancellations made after March 1, 2022 will not be eligible for a refund.

PLEASE NOTE, YOU MUST BE AN ELECTED OFFICIAL OR SENIOR ADMINISTRATOR FROM AN ALBERTA MUNICIPALITIES REGULAR MEMBER OR RMA MEMBER TO ATTEND THE EVENT. IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL REGISTRATION@ABMUNIS.CA. ALBERTA MUNICIPALITIES RESERVES THE RIGHT TO REVIEW, CANCEL, AND REFUND REGISTRATIONS IF NECESSARY.

Summer Village of Sunbreaker Cove

February 22, 2022

Planning and Development

Request for decision

Agenda Item: *Encroachment Agreement Renewal*

Background:

The following Encroachment Agreements are up for renewal:

- 1211 Pine Road – Encroaching staircase on the EOS.
- 1219 Pine Road – Encroaching patio, staircase, and shed on the EOS.

The Encroachment Policy states:

1. 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.
2. 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.

Encroachment Policy and EA's attached.

Options for Consideration:

1. Approve renewal of agreement(s) for another 5 year term with an updated agreement, subject to approved Superior Safety Codes inspections on the stairs ensuring they are up to code.
2. Deny renewal of agreement(s) 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 – SBC-20-044

THIS ENCROACHMENT AGREEMENT MADE THIS 08 DAY OF April, 2016.

BETWEEN:


(hereinafter called "the Owner")

and

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

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

PLAN 413NY
BLOCK 4
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called "the Owner's lands")

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

PLAN 5969MC, BLOCK 4, LOT R (Reserve)
(hereinafter called "Environmental Open Space")

adjacent to the boundary of the Owner's lands;

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

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

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

1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Environmental Open Space:

- (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.
- (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.

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

8. The Owner shall:

- (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
- (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
- (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
- (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
- (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of FIFTY DOLLARS (\$50.00).
- (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.

9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:

- (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Environmental Open Space;
- (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;

10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

SUMMER VILLAGE OF SUNBREAKER COVE
 BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL
 SYLVAN LAKE, AB T4S 2J5
 In the case of the Owners to:

[REDACTED]
Both of:
1211 PINE ROAD
SUNBREAKER COVE, AB T0C 0J0

Mailing Address:

[REDACTED]

11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

[REDACTED]

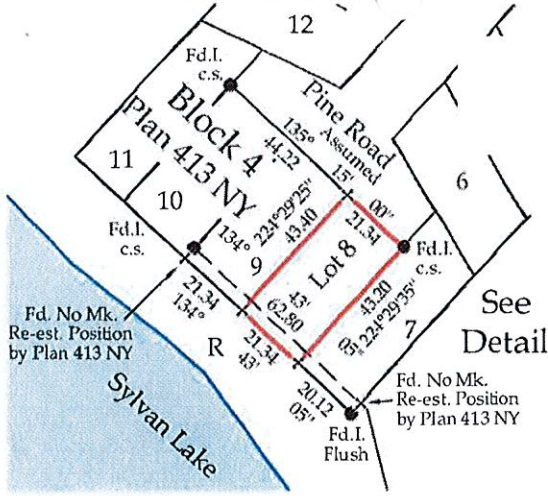
6 SIGNED BY THE SUMMER VILLAGE OF SUNBREAKER COVE to have effect on the above date.

THE SUMMER VILLAGE OF SUNBREAKER COVE

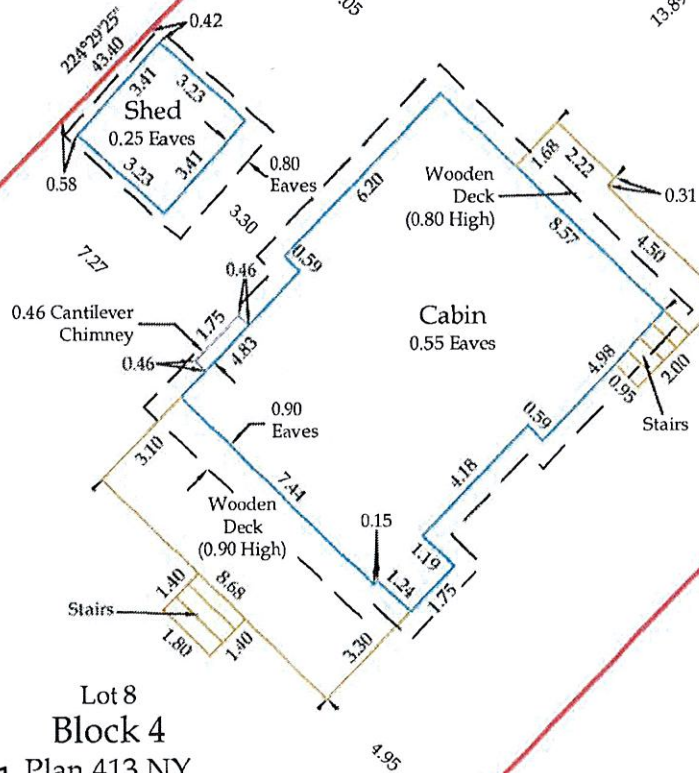
per: Pfersyth

Schedule "A"

E-3-A Pine Road



Lot 9



Lot 8
Block 4
Plan 413 NY

The "Encroachment"

Lot R

Lot 7

Detail
Scale 1:200

Disclaimer

This plan represents the best information the time of survey. Compass Geomatics employees take no responsibility for the any underground pipes, conduits, or whether shown on or omitted from this additional search for specific buried facility resources must be performed just pr construction.

Alberta First Call 1-800-242



THIS ENCROACHMENT AGREEMENT MADE THIS 30 DAY OF June, 2016.

BETWEEN:


(hereinafter called "the Owner")

and

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

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

PLAN 413NY
BLOCK 4
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called "the Owner's lands")

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

PLAN 5969MC, BLOCK 4, LOT R (Community Reserve)
(hereinafter called "Environmental Open Space")

adjacent to the boundary of the Owner's lands;

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

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

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

1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Environmental Open Space:
 - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.
 - (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.

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

8. The Owner shall:

- (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
- (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
- (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
- (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
- (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of FIFTY DOLLARS (\$50.00).
- (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.

9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:

- (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Environmental Open Space;
- (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;

10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

SUMMER VILLAGE OF SUNBREAKER COVE
 BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL
 SYLVAN LAKE, AB T4S 2J5
 In the case of the Owners to:

[REDACTED]
Of:
1219 PINE ROAD
SUNBREAKER COVE, AB T0C 0J0

Mailing Address:

[REDACTED]

11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

[REDACTED]

SIGNED BY THE SUMMER VILLAGE OF SUNBREAKER COVE to have effect on the above date.

THE SUMMER VILLAGE OF SUNBREAKER COVE

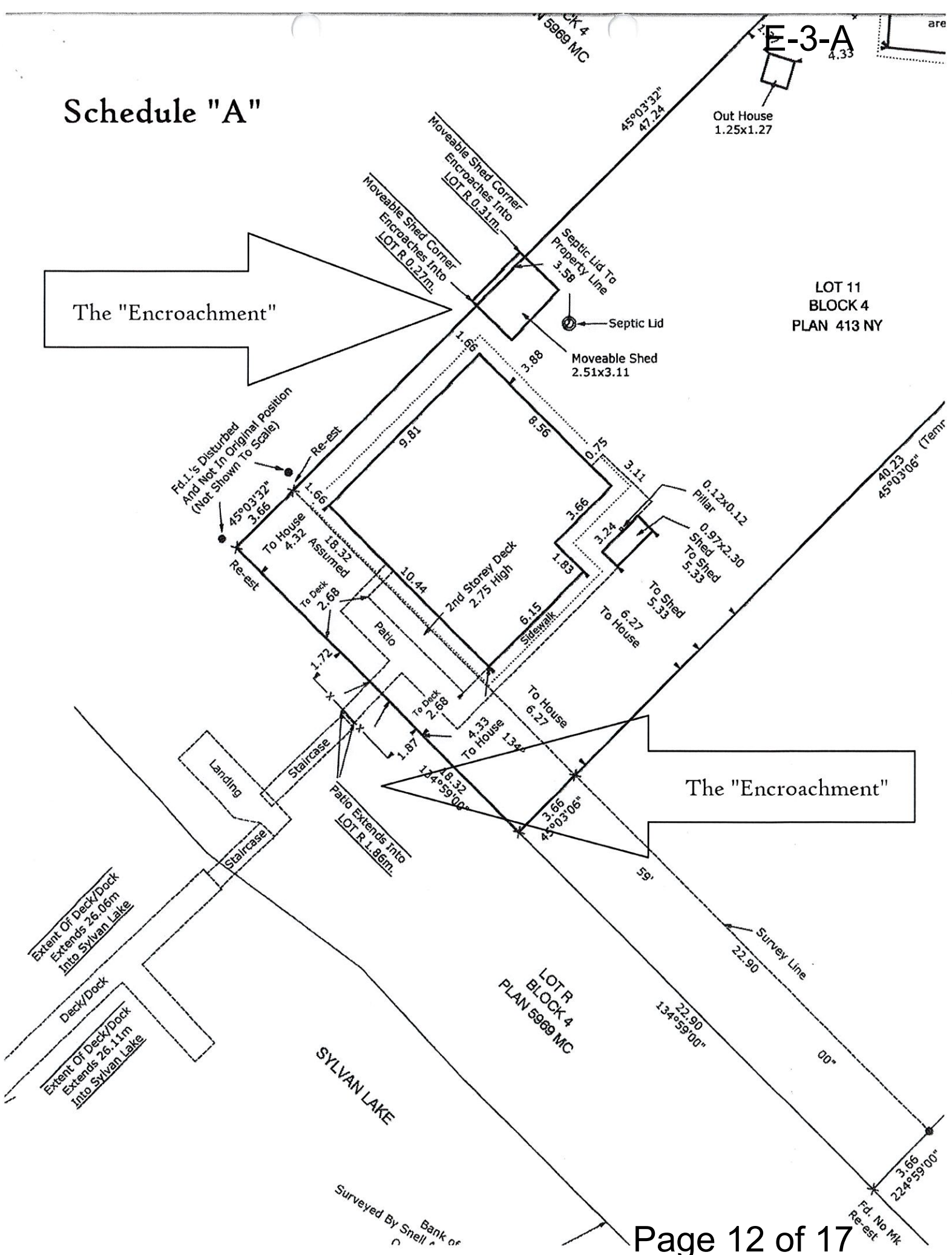
per: P. Forsey

per: _____

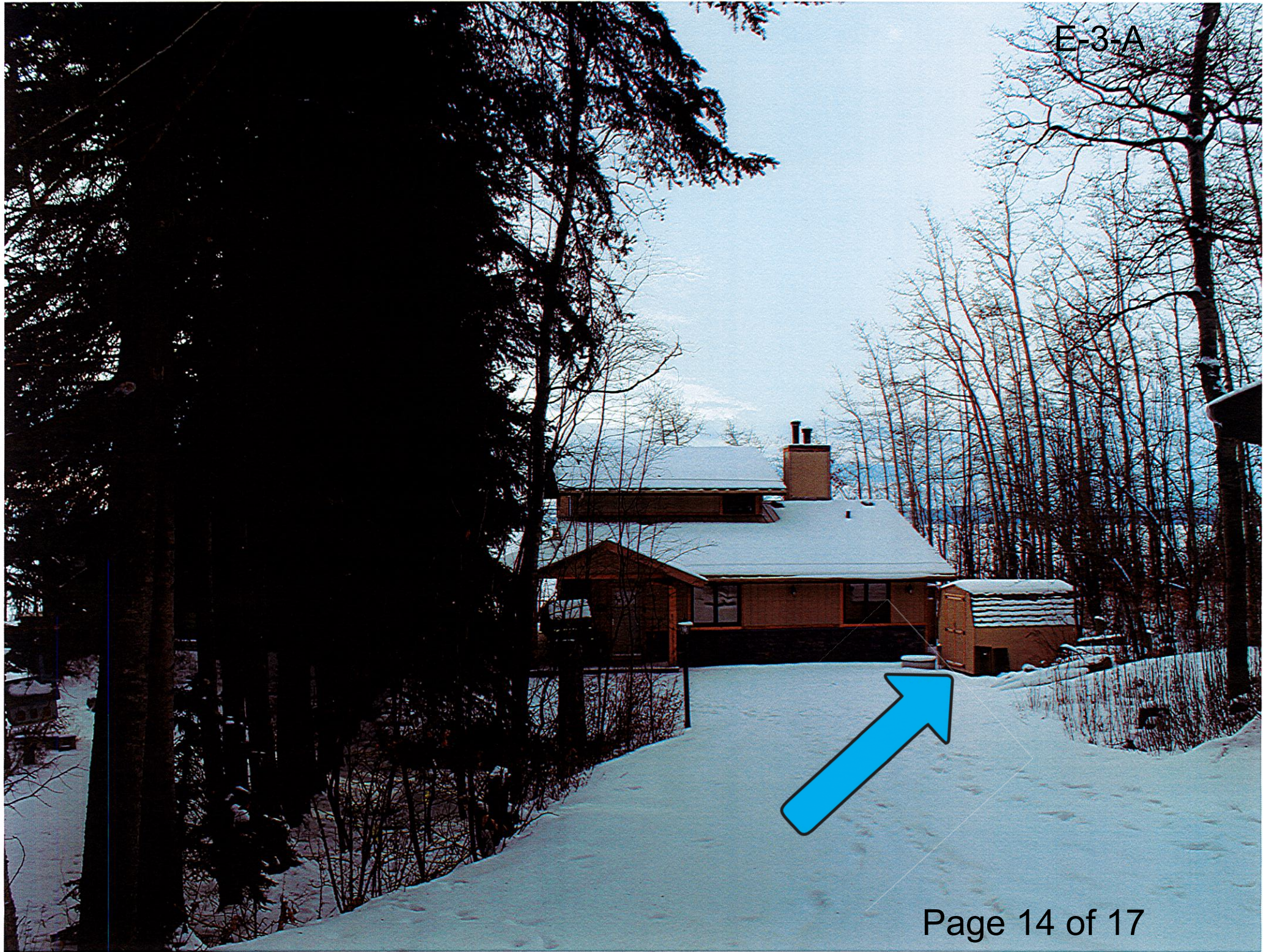
Schedule "A"

The "Encroachment"

LOT 11
BLOCK 4
PLAN 413 NY









Policy Title	Date:	Resolution No.
Encroachment Policy	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:

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

Encroachment on Environmental Reserve Lands

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

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

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

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

- f. Pays all costs incurred by the municipality to facilitate the execution of the agreement.
- g. Pays the annual **encroachment** fee of \$250.00 at time of agreement and reassessed every five years.

Summer Village of Sunbreaker Cove

February 22, 2022

Council Reports

Information Item

Council Reports:

Teresa Beets
Jim Willmon
Keith Kimball

Committee Reports:

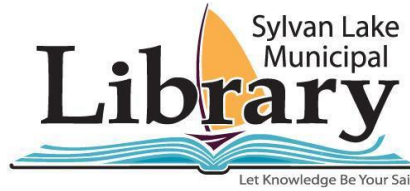
Julie Maplethorpe, Summer Village of Jarvis Bay

- Town of Sylvan Lake Library Board

Information Items:

Upcoming Meetings:

Next Council Meeting – March 14, 2022



THE TOWN OF SYLVAN LAKE LIBRARY BOARD – REGULAR MEETING HIGHLIGHTS

WEDNESDAY – JANUARY 12, 2022 – 6:30PM

1. Treasurer's Report

The Treasurer's Report was approved as presented.

The Library Director presented the annual budget for \$430,000 to the Town of Sylvan Lake Council in the fall. In keeping with the amount received from the previous year, Council approved \$427,220 to be paid in quarterly installments to the library.

2. Director's Report

The Director's Report was approved as presented.

A new addition in the library includes a custom-made display shelf built by Homesteaders Woodshop. This shelf was a self-described passion project by Andrea, the Library Director who designed the piece. If you are in the library, check out this bright and welcome attraction that was significantly funded by the Friends of the Sylvan Lake Library (FOSLL).

Due to ongoing Provincial restrictions, the hours of operation are as follows:

Sunday Closed / Monday 1:00pm-8:00pm / Thursday 10:00am-8:00pm

Tuesday / Wednesday / Friday / Saturday 10:00am-5:00pm

3. New Items

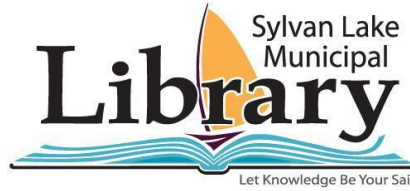
As the Sylvan Lake Municipal Library continues to innovate as a community hub for all demographics there have been some new additions to the collection. Several board games are now available to check-out in addition to five sets of snowshoes (2 adult and 3 youth). The library partnered with Alberta Parks Snowshoe Outreach Program to provide snowshoes for the patrons to check-out until March 31, 2022.

4. Policy

Work continues with sub-committees to update and review policies on an ongoing basis.

Meeting adjourned at 7:01pm.

Next Regular Meeting – February 9, 2022, at 6:30pm



THE TOWN OF SYLVAN LAKE LIBRARY BOARD – REGULAR MEETING HIGHLIGHTS

WEDNESDAY – FEBRUARY 9, 2022 – 6:30PM

1. Treasurer's Report

The Treasurer's Report was approved as presented.

Over the course of the last year, due to COVID-19, the general cost of operations was lower. Many programs were cancelled, donations to the library helped to offset costs, and monetary assistance was received from the Town for safety supplies. The money that has been left over in the budget will be moved to a GIC for future use.

2. Director's Report

The Director's Report was approved as presented.

Many of the in-person programs resumed in the month of February. The book clubs have continued to meet at Lakeshore Café, which has been a great success for the Mystery Book Club and Bring Your Own Book Club. The partnership with Lakeshore Café has allowed the space to provide much needed in-person adult programming.

Due to ongoing Provincial restrictions, the hours of operation are as follows:

Sunday Closed / Monday 1:00pm-8:00pm / Thursday 10:00am-8:00pm

Tuesday / Wednesday / Friday / Saturday 10:00am-5:00pm

3. New Items

As the Sylvan Lake Municipal Library continues to innovate as a community hub for all demographics there have been some new additions to the collection. Several board games are now available to check-out in addition to five sets of snowshoes (2 adult and 3 youth). The library partnered with Alberta Parks Snowshoe Outreach Program to provide snowshoes for the patrons to check-out until March 31, 2022.

4. Policy

Work continues with sub-committees to update and review policies on an ongoing basis.

Meeting adjourned at 7:38pm.

Next Regular Meeting – March 9, 2022, at 6:30pm