

**REGULAR MEETING AGENDA  
SUMMER VILLAGE OF SUNBREAKER COVE  
MARCH 14, 2022 @ 9:00 A.M.**

**A. CALL TO ORDER**

**B. AGENDA**     - additions/deletions  
                      - adoption

**C. ADOPTION OF MINUTES**     - Regular Meeting Minutes, February 22, 2022  
  - Municipal Planning Commission, February 22, 2022  
  - Draft Joint Services Committee, February 28, 2022

**D. DELEGATION**

- 1) Phil Dirks, Metrix Group – documents to follow

**E. INFORMATION ITEMS**

- 1) Accounts Payable Report
- 2) Public Works Report
- 3) Development Update
- 4) Resident Letter

**F. REQUESTS FOR DECISION**

**1) Council & Legislation**

- a) Garbage Collection Bylaw
- b) Wastewater Collection Bylaw

**2) Planning & Development**

- a) Encroachment Agreement Renewals

**G. COUNCIL, COMMITTEES AND CORRESPONDENCE**

**1) Council Reports**

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

**2) Upcoming Meetings**

- a) Council Meeting – ~~April 11, 2022~~ (conflict)

**H. ADJOURNMENT**

Summer Village of Sunbreaker Cove  
Regular Meeting Minutes  
February 22, 2022

C-1

*Minutes of a Regular Council Meeting of the Summer Village of Sunbreaker Cove, Province of Alberta, held February 22, 2022, in the Summer Village Administration Office at Sylvan Lake, Alberta.*

<b>PRESENT</b>	Mayor:	Teresa Beets
	Deputy Mayor:	Jim Willmon
	CAO:	Tanner Evans
	Development Officer:	Kara Kashuba via Zoom
	Public Works Coordinator:	Chris Loov via Zoom
	Finance Officer:	Tina Leer
	Recording Secretary:	Teri Musseau
<b>REGRETS</b>	Councillor:	Keith Kimball

**CALL TO ORDER** The meeting was called to order at 9:06 a.m. by Mayor Beets.

**AGENDA APPROVAL**

**SBC-22-009**        MOVED by Deputy Mayor Willmon that the agenda be adopted as amended:  
  
                         REMOVE  
                         E.3.A. Encroachment Agreements  
  
   CARRIED

**CONFIRMATION OF MINUTES**

**SBC-22-010**        MOVED by Deputy Mayor Willmon that the minutes of the Regular Meeting of Council held on January 17, 2022, be approved as presented.  
  
   CARRIED

**INFORMATION ITEMS**

   1) Accounts Payable Report  
   2) Quarterly Financial Report

**SBC-22-011**        MOVED by Deputy Mayor Willmon that Administration move \$48,870.96 for drainage costs, and \$20,000.00 for pathway costs, from accumulated surplus.  
  
   CARRIED

   3) Public Works Report  
   4) Development Update

Council break at 10:07 a.m.

Council reconvened at 10:17 a.m.

   5) Paid Parking at Boat Launch

**SBC-22-012**        MOVED by Deputy Mayor Willmon that Council provide Commissionaires the legal authority to enforce parking bylaws within the

Summer Village, and if required, Administration to bring forward bylaw modifications to allow them to do so.  
CARRIED

- 6) Lacombe Regional Emergency Management Plan Field Exercise
- 7) CAO Goals

**SBC-22-013**      MOVED by Deputy Mayor Willmon that Administration make recommendations regarding the mooring bylaw to be brought forward to the next meeting.  
CARRIED

**SBC-22-014**      MOVED by Mayor Beets that Council accepts the information items as presented.  
CARRIED

REQUESTS FOR DECISION

FINANCE & ADMINISTRATION

**SBC-22-015**      Capital Budget  
MOVED by Deputy Mayor Willmon that Council approve the 5-Year Capital Plan as discussed, with the 2022 portion used as the 2022 Capital Budget, and further, Administration to post the 5-Year Capital Plan on the website.

Open spaces/Pathway	\$40,0000	Road Reserves
Shoreline Armourment	\$50,0000	Road Reserves
Road Overlay Program	\$145,567	MSI funding
Road Overlay Program	\$233,93	Road Reserves

CARRIED

Council break at 1:00 p.m.

Council reconvened at 1:19 p.m.

**SBC-22-016**      Municipal Sustainability Initiative Agreement  
MOVED by Deputy Mayor Willmon that Council authorize Mayor Beets to sign the Municipal Sustainability Initiative Memorandum of Understanding agreement as presented.  
CARRIED

COUNCIL & LEGISLATION

**SBC-22-017**      Municipal Leaders' Caucus  
MOVED by Deputy Mayor Willmon that Council authorize Mayor Beets to attend the Municipal Leaders' Caucus at her discretion.  
CARRIED



COUNCIL REPORTS

Mayor Beets

- No Reports

Deputy Mayor Willmon

- Met with Alberta Environment and Parks, Mayor Beets and our CAO, to discuss mooring and shoreline protection options.

COMMITTEE REPORTS

Julie Maplethorpe, Summer Village of Jarvis Bay

- Town of Sylvan Library Board

**SBC-22-018**      MOVED by Deputy Mayor Willmon to accept the Council reports and Committee reports as information.  
CARRIED

NEXT MEETING

**SBC-22-019**      MOVED by Mayor Beets that the next meeting of Council be held on March 14, 2021, at 9:00 a.m.  
CARRIED

ADJOURNMENT

**SBC-22-020**      MOVED by Mayor Beets that being the agenda matters have been concluded, the meeting adjourned at 1:33 p.m.  
CARRIED

\_\_\_\_\_  
TERESA BEETS, MAYOR

\_\_\_\_\_  
TANNER EVANS, CAO

*Minutes of a Municipal Planning Commission Meeting of the Summer Village of Sunbreaker Cove, Province of Alberta, held February 22, 2022, at the Summer Village Administration Office in Sylvan Lake, Alberta.*

**PRESENT:** Chair: Keith Kimball via Zoom  
Member-at-Large: Debbie Ricalton via Zoom  
Member-at-Large: Marny Paul via Zoom  
CAO: Tanner Evans  
Development Officer: Kara Kashuba via Zoom  
Recording Secretary: Teri Musseau  
Applicant(s): Cory Kaun, Larkin Homes  
Jason Zabinsky  
Sherry Zabinsky

**CALL TO ORDER:** Chair Kimball called the meeting to order at 8:33 a.m.

**AGENDA:**

**MPC-22-001** Moved by Marny Paul to approve the agenda as presented.  
CARRIED

**DEVELOPMENT APPLICATION**

**1. 1321 Birch Road – garage with guest house**

Application for 1321 Birch Road (Lot 14, Block 9, Plan 413NY) requesting a garage with guest house in the Summer Village of Sunbreaker Cove.

Kara Kashuba, Cory Kaun, Jason Zabinsky, and Sherry Zabinsky, left the meeting at 8:45 a.m.

**MPC-22-002** Moved by Debbie Ricalton that the Municipal Planning Commission approve the development permit for a garage with guest house at 1321 Birch Close subject to the following conditions being met to the satisfaction of the Development Officer:

- An accessory building erected or placed on a parcel shall not be used as a dwelling unit.
- Electrical power from the property line to any buildings situated on this parcel to be constructed underground.
- The exterior of an accessory building must be finished to match or compliment the exterior finish of the main building.
- In situations where a detached dwelling is being rented out and there is a guest house on the parcel, the guest house shall not be rented out to a separate party than those renting the detached dwelling.
- Height of the accessory building shall not exceed 7.62m (25ft.).
- Guest house means an accessory building containing sleeping facilities for temporary usage only and may have a bathroom but shall not have a kitchen or other cooking facilities.

Initials

- Completions Deposit of \$5,000.00.
- Zero trees to be removed.

CARRIED

**ADJOURNMENT:**

**MPC-22-003** Moved by Chair Kimball that the Municipal Planning Commission meeting be adjourned at 8:54 a.m.

CARRIED

\_\_\_\_\_  
KEITH KIMBALL, CHAIR

\_\_\_\_\_  
TANNER EVANS, CAO

Initials

Joint Service Committee  
Regular Meeting Minutes  
February 28, 2022

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**IN ATTENDANCE**

Chair / Birchcliff: Roger Dufresne  
Half Moon Bay: Jon Johnston  
Jarvis Bay: Julie Maplethorpe  
Norglenwold: Jeff Ludwig  
Sunbreaker Cove: Jim Willmon  
CAO: Tanner Evans

**CALL TO ORDER**

The Meeting was called to order at 1:02 a.m. by Chair Dufresne.

**AGENDA APPROVAL**

**JSC-22-01**

MOVED by Julie Maplethorpe that the agenda be adopted as presented.

CARRIED

**ADOPTION OF MINUTES**

**JSC-22-02**

MOVED by Julie Maplethorpe to adopt the Regular Meeting Minutes of October 28, 2021 as amended.

CARRIED

**INFORMATION ITEMS**

- 1) 4<sup>th</sup> Quarter Budget Report
- 2) CAO Goals

**JSC-22-03**

Moved by Jeff Ludwig to accept the information items with one amendment to CAO goal #3 – the personnel policy will be reviewed one section at a time by the HRSC for approval by the JSC.

CARRIED

**REQUESTS FOR DECISION**

- 1) Level of Service Agreement

**JSC-22-04**

MOVED by Chair Dufresne that the JSC move to a closed session at 2:09 p.m.

CARRIED

JSC returned from a closed session at 5:25 p.m. The following motions were made by the Chair:

Joint Service Committee  
Regular Meeting Minutes  
February 28, 2022

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**JSC-22-05** All new business arising outside of the Level of Service Agreement will go to the Project Review Board.

**JSC-22-06** The annual calendar should go back to each council for review and information.

The following motions were made in regards to the draft Level of Service Agreement:

**JSC-22-07** Administration will get 3 bids for projects, and make recommendations on a 3<sup>rd</sup> party contractor, including their reasons for making the recommendation. When 2 or more municipalities are involved, JSC recommends approval and council will give final approval.

**JSC-22-08** CAO to return to JSC with a draft procedural bylaw that will be standardized for all 5 summer villages.

**JSC-22-09** Public engagement meetings that involve administration will be approved by the Project Review Board. Annual information meetings will no longer require administration's attendance.

**JSC-22-10** Each municipality will send out 2 newsletters per year, to be edited and proofed by administration. Any other written communication outside of the scope of an identified project will not be included in the Level of Service Agreement.

**JSC-22-11** JSC approves the recommendation for 5 business day response times.

CARRIED

**ROUND TABLE**

Each member gave a round table update of the ongoing business in their respective municipalities.

The PRB will meet on March 16 at 9:00 AM.  
The JSC will meet on April 27 at 1:00 PM.

**ADJOURNMENT**

**JSC-22-12** Moved by Chair Dufresne that being the agenda matters have been concluded, the meeting adjourned at 5:43 p.m.

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ROGER DUFRESNE, CHAIR

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TANNER EVANS, CAO

DRAFT

**Summer Village of Sunbreaker Cove****Finance & Administration****Request for Decision****Agenda Item:** *Delegation – Metrix Group***Background:**

The 2021 audit has now been completed. Phil Dirks from the Metrix Group will be zooming in to present the 2021 audited financial statements and answer any questions you may have.

**\*\*Please be advised that the Draft Financial Statements will be sent separately for your review once they have been completed.\*\***

**Options for Consideration:**

Council accept the 2021 audited financial statements as presented and authorize the Mayor to sign the financial return.

**Administrative Recommendations:**

Council accept the 2021 audited financial statements as presented and authorize the Mayor to sign the financial return.

**Authorities:**

MGA Section 281(1)

The auditor for the municipality must report to the council on the annual financial statements and financial information return of the municipality.



March 14, 2022

Summer Village of Jarvis Bay  
2 Erickson Drive  
Sylvan Lake, AB T4S 1P5

**Attention: Council Members**

Dear Council Members:

**RE: 2021 AUDIT FINDINGS REPORT**

The purpose of this communication is to summarize certain matters arising from the audit that we believe would be of interest to Council. Additionally, during the course of our audit we identified matters that may be of interest to management.

The objective of our audit was to obtain reasonable assurance that the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Our audit was not designed for the sole purpose of identifying matters to communicate. Accordingly, our audit would not necessarily identify all such matters that may be of interest to Council and management and it is inappropriate to conclude that no such matters exist.

This communication should be read in conjunction with the financial statements and our report thereon, and it is intended solely for the use of Council and should not be distributed to external parties without our prior consent. Metrix Group LLP accepts no responsibility to a third party who uses this communication.

**SIGNIFICANT FINDINGS FROM THE AUDIT**

Our objective is to communicate appropriately to Council deficiencies in internal control that we have identified during the audit and that, in our professional judgment, are of sufficient importance to merit being reported to Council.

The audit findings contained in this letter did not have a material effect on the Summer Village's financial statements, and as such, our audit report is without reservation with respect to these matters.



### **Significant Qualitative Aspects of Accounting Practices**

Management is responsible for determining the significant accounting policies. The choice of different accounting policy alternatives can have a significant effect on the financial position and results of the Summer Village. The application of those policies often involves significant estimates and judgments by management.

The Summer Village has made the following significant accounting estimates in preparing its financial statements.

*Amortization of Tangible Capital Assets - \$41,546 (2020 - \$28,384)*

We are of the opinion that the significant accounting policies, estimates and judgments made by management do not materially misstate the financial statements taken as a whole.

### **Corrected and Uncorrected Misstatements**

#### *Corrected Misstatements*

During the course of the audit, we identified twenty (20) adjustments that were communicated to management and subsequently corrected in the financial statements. This type of assistance is common with our smaller local government clients.

#### *Uncorrected Misstatements*

There were no significant uncorrected misstatements aggregated by our Firm, for the year ended December 31, 2021.

After considering both quantitative and qualitative factors with respect to the uncorrected misstatements above, we agree with management that the financial statements are not materially misstated.

### **Significant Difficulties Encountered During the Audit**

We encountered no significant difficulties during our audit that should be brought to the attention of Council. We had the full co-operation of Summer Village management and staff throughout our work and we received full access to all necessary records and documentation.

### **Management Representations**

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

### **AUDITOR INDEPENDENCE**

We believe it is important to communicate, at least annually, with Council regarding all relationships between the Summer Village and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by CPA Alberta and applicable legislation, covering such matters as:

- (a) holding a financial interest, either directly or indirectly, in a client;
- (b) holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- (c) personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- (d) economic dependence on a client; and
- (e) provision of services in addition to the audit engagement.

We are not aware of any relationships between the Summer Village and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence that have occurred from January 1, 2021 – March 14, 2022.

We appreciated the assistance of Tina Leer, Tanner Evans, and the other staff during the audit. We appreciate the opportunity to provide audit services to the Summer Village.

Yours truly,

**METRIX GROUP LLP**



Philip J. Dirks, CPA, CA  
Partner

cc: Tanner Evans, Chief Administrative Officer

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Financial Statements**  
**For The Year Ended December 31, 2021**

DRAFT

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## INDEPENDENT AUDITORS' REPORT

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To the Mayor and Council of Summer Village of Sunbreaker Cove

### *Opinion*

We have audited the financial statements of Summer Village of Sunbreaker Cove (the Summer Village), which comprise the statement of financial position as at December 31, 2021, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Summer Village as at December 31, 2021, and the results of its operations, changes in net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Summer Village in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Summer Village's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Summer Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Summer Village's financial reporting process.

(continues)

Independent Auditors' Report to the Mayor and Council of Summer Village of Sunbreaker Cove  
(continued)

*Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Summer Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Summer Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Summer Village to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**METRIX GROUP LLP**

Chartered Professional Accountants

Edmonton, Alberta  
March 14, 2022

### **MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING**

To the Mayor and Members of Council of the Summer Village of Sunbreaker Cove

The integrity, relevance and comparability of the data in the accompanying financial statements are the responsibility of management.

The financial statements are prepared by management in accordance with Canadian public sector accounting standards. They necessarily include some amounts that are based on the best estimates and judgments of management.

To assist in its responsibility, management maintains accounting, budget and other controls to provide reasonable assurance that transactions are appropriately authorized, that assets are properly accounted for and safeguarded, and that financial records are reliable for preparation of financial statements.

Metrix Group LLP, Chartered Professional Accountants, have been appointed by the Summer Village Council to express an opinion on the Summer Village's financial statements.

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Mr. Tanner Evans  
Chief Administrative Officer

**SUMMER VILLAGE OF SUNBREAKER COVE****D-1****Statement of Financial Position****As At December 31, 2021**

	2021	2020
<b>FINANCIAL ASSETS</b>		
Cash and cash equivalents	\$ 411,290	\$ 2,428,930
Receivables (Note 2)	1,628,627	30,433
	<u>2,039,917</u>	<u>2,459,363</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	483,253	53,882
Deposit liabilities	40,500	21,000
Due to other Sylvan Summer Villages (Note 3)	297,524	70,812
Deferred revenue (Note 4)	171,563	804,589
Long term debt (Note 5)	500,168	-
	<u>1,493,008</u>	<u>950,283</u>
<b>NET FINANCIAL ASSETS</b>	<u>546,909</u>	<u>1,509,080</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (Note 6)	4,692,655	650,870
Prepaid expenses	262	20,850
	<u>4,692,917</u>	<u>671,720</u>
<b>ACCUMULATED SURPLUS (Note 7)</b>	<u>\$ 5,239,826</u>	<u>\$ 2,180,800</u>
Contingent liabilities (Note 9)		

The accompanying notes are an integral part of these financial statements.

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Statement of Operations and Accumulated Surplus**  
**For the Year Ended December 31, 2021**

**D-1**

	2021 (Budget) (Note 13)	2021 (Actual)	2020 (Actual)
<b>REVENUE</b>			
Net municipal taxes (Schedule 2)	\$ 329,261	\$ 329,258	\$ 305,917
Sales and user charges (Schedule 4)	28,627	207,162	37,255
Government transfers for operating (Schedule 3)	9,814	16,852	47,086
Interest	7,000	16,282	13,711
Licenses and permits	4,252	12,910	4,416
Penalties and costs on taxes	5,000	8,611	7,314
Other	-	2,428	341
Fines	-	368	110
	<u>383,954</u>	<u>593,871</u>	<u>416,150</u>
<b>EXPENSES</b>			
Waste water treatment and disposal	18,201	175,567	21,062
Administration	148,049	141,106	129,788
Protective services	54,167	44,413	40,219
Roads, streets, walks and lighting	65,310	40,075	101,812
Waste management	28,500	25,914	26,775
Parks and recreation	18,035	24,889	12,541
Legislative	24,516	23,014	18,364
Environment	5,931	4,790	6,026
Disaster and emergency services	3,329	2,500	2,500
Library	700	693	693
Amortization	-	41,546	28,384
	<u>366,738</u>	<u>524,507</u>	<u>388,164</u>
<b>ANNUAL SURPLUS BEFORE OTHER REVENUE</b>	<u>17,216</u>	<u>69,364</u>	<u>27,986</u>
<b>OTHER REVENUE</b>			
Government transfers for capital (Schedule 3)	1,260,616	1,815,822	13,697
Wastewater collection system fees	1,165,007	1,173,840	-
	<u>2,425,623</u>	<u>2,989,662</u>	<u>13,697</u>
<b>ANNUAL SURPLUS</b>	<u>2,442,839</u>	<u>3,059,026</u>	<u>41,683</u>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<u>2,180,800</u>	<u>2,180,800</u>	<u>2,139,117</u>
<b>ACCUMULATED SURPLUS, END OF YEAR</b> (Note 7)	<u>\$ 4,623,639</u>	<u>\$ 5,239,826</u>	<u>\$ 2,180,800</u>

The accompanying notes are an integral part of these financial statements.



**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Statement of Changes in Net Financial Assets**  
**For the Year Ended December 31, 2021**

**D-1**

	2021 (Budget) (Note 13)	2021 (Actual)	2020 (Actual)
<b>ANNUAL SURPLUS</b>	\$ 2,442,839	\$ 3,059,026	\$ 41,683
Acquisition of tangible capital assets	(3,192,023)	(4,083,331)	(13,697)
Amortization of tangible capital assets	-	41,546	28,384
	(749,184)	(982,759)	56,370
Use (acquisition) of prepaid expenses	-	20,588	(5,129)
<b>INCREASE IN NET FINANCIAL ASSETS</b>	(749,184)	(962,171)	51,241
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	1,509,080	1,509,080	1,457,839
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	\$ 759,896	\$ 546,909	\$ 1,509,080

The accompanying notes are an integral part of these financial statements.

## Statement of Cash Flows

For The Year Ended December 31, 2021

	2021	2020
<b>OPERATING ACTIVITIES</b>		
Annual surplus	\$ 3,059,026	\$ 41,683
Non-cash items not included in annual surplus (deficit):		
Amortization of tangible capital assets	41,546	28,384
	<u>3,100,572</u>	<u>70,067</u>
Changes in non-cash working capital balances related to operations:		
Receivables	(1,598,194)	332
Accounts payable and accrued liabilities	429,371	25,309
Deferred revenue	(633,026)	2,694
Deposit liabilities	19,500	7,350
Prepaid expenses	20,588	(5,129)
	<u>(1,761,761)</u>	<u>30,556</u>
Cash flow from operating activities	<u>1,338,811</u>	<u>100,623</u>
<b>CAPITAL ACTIVITIES</b>		
Purchase of tangible capital assets	<u>(4,083,331)</u>	<u>(13,697)</u>
<b>FINANCING ACTIVITIES</b>		
Proceeds from long term debt	503,700	-
Repayment of long term debt	(3,532)	-
Advances from other Sylvan Summer Villages	226,712	-
	<u>726,880</u>	<u>-</u>
Cash flow from financing activities		
<b>CHANGE IN CASH AND CASH EQUIVALENTS DURING YEAR</b>	<u>(2,017,640)</u>	<u>86,926</u>
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>2,428,930</u>	<u>2,342,004</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 411,290</u>	<u>\$ 2,428,930</u>

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Schedule of Equity in Tangible Capital Assets**  
**For the Year Ended December 31, 2021**

**D-1**  
**(Schedule 1)**

	2021	2020
<b>BALANCE, BEGINNING OF YEAR</b>	<b>\$ 580,058</b>	<b>\$ 594,745</b>
Acquisition of tangible capital assets	<b>4,083,331</b>	13,697
Amortization of tangible capital assets	<b>(41,546)</b>	(28,384)
Advances from other Sylvan Summer Villages	<b>(226,712)</b>	-
Long term debt proceeds	<b>(503,700)</b>	-
Long term debt repayments	<b>3,532</b>	-
<b>BALANCE, END OF YEAR</b>	<b>\$ 3,894,963</b>	<b>\$ 580,058</b>
Equity in tangible capital assets is comprised of the following:		
Tangible capital assets (net book value)	<b>\$ 4,692,655</b>	<b>\$ 650,870</b>
Due to other Sylvan Summer Villages	<b>(297,524)</b>	(70,812)
Long term debt used for tangible capital assets	<b>(500,168)</b>	-
	<b>\$ 3,894,963</b>	<b>\$ 580,058</b>

The accompanying notes are an integral part of these financial statements.

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Schedule of Property Taxes**  
**For the Year Ended December 31, 2021**

**D-1**  
*(Schedule 2)*

	2021 (Budget) (Note 13)	2021 (Actual)	2020 (Actual)
<b>TAXATION</b>			
Real property taxes	\$ 670,595	\$ <b>670,592</b>	\$ 636,570
<b>REQUISITIONS</b>			
Alberta School Foundation Fund	341,334	<b>341,334</b>	330,653
<b>NET MUNICIPAL PROPERTY TAXES</b>	<u>\$ 329,261</u>	<u>\$ <b>329,258</b></u>	<u>\$ 305,917</u>

DRAFT

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Schedule of Government Transfers**  
**For the Year Ended December 31, 2021**

**D-1**  
**(Schedule 3)**

	2021 (Budget) (Note 13)	2021 (Actual)	2020 (Actual)
<b>TRANSFERS FOR OPERATING</b>			
Provincial government conditional transfers	\$ 9,814	\$ 16,852	\$ 47,086
<b>TRANSFERS FOR CAPITAL</b>			
Provincial government conditional transfers	1,260,616	1,142,020	13,697
Local government transfers	-	673,802	-
	1,260,616	1,815,822	13,697
<b>TOTAL GOVERNMENT TRANSFERS</b>	\$ 1,270,430	\$ 1,832,674	\$ 60,783

DRAFT

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Schedule of Segmented Information**  
**For the Year Ended December 31, 2021**

**D-1**  
**(Schedule 4)**

	General Administration	Recreation & Culture	Protective Services	Transportation Services	Environmental Services	All Other	Total
<b>REVENUE</b>							
Taxation	\$ 104,394	\$ 25,582	\$ 46,545	\$ 40,075	\$ -	\$ 112,662	\$ 329,258
Sales and user charges	1,150	-	-	-	206,012	-	207,162
All other	2,428	-	368	-	-	21,521	24,317
Government transfers	16,852	-	-	-	-	-	16,852
Interest	16,282	-	-	-	-	-	16,282
	141,106	25,582	46,913	40,075	206,012	134,183	593,871
<b>EXPENSES</b>							
Contracted & general services	36,366	25,582	46,913	40,075	44,219	8,768	201,923
Materials, goods, supplies & utilities	16,244	-	-	-	157,262	-	173,506
Salaries, wages & benefits	88,496	-	-	-	-	19,036	107,532
	\$ 141,106	\$ 25,582	\$ 46,913	\$ 40,075	\$ 201,481	\$ 27,804	\$ 482,961
<b>NET REVENUE, BEFORE AMORTIZATION</b>	-	-	-	-	4,531	106,379	110,910
Amortization	(13,812)	(24,834)	-	(2,900)	-	-	(41,546)
<b>NET REVENUE</b>	\$ 13,812	\$ 24,834	\$ -	\$ 2,900	\$ 4,531	\$ 106,379	\$ 69,364

The accompanying notes are an integral part of these financial statements.

**SUMMER VILLAGE OF SUNBREAKER COVE**  
**Schedule of Segmented Information**  
**For the Year Ended December 31, 2020**

**D-1**  
**(Schedule 4)**

	General Administration	Recreation & Culture	Protective Services	Transportation Services	Environmental Services	All Other	Total
<b>REVENUE</b>							
Taxation	\$ 100,617	\$ 13,233	\$ 38,334	\$ 69,195	\$ 15,426	\$ 69,112	\$ 305,917
Government transfers	14,469	-	-	32,617	-	-	47,086
Sales and user charges	650	-	4,275	-	32,330	-	37,255
Interest	13,711	-	-	-	-	-	13,711
All other	341	-	110	-	-	11,730	12,181
	<u>129,788</u>	<u>13,233</u>	<u>42,719</u>	<u>101,812</u>	<u>47,756</u>	<u>80,842</u>	<u>416,150</u>
<b>EXPENSES</b>							
Contracted services & general services	\$ 34,896	\$ 13,233	\$ 42,719	\$ 101,812	\$ 47,837	\$ 9,160	\$ 249,657
Salaries, wages & benefits	86,252	-	-	-	-	15,231	101,483
Materials, goods, & supplies	8,640	-	-	-	-	-	8,640
	<u>129,788</u>	<u>13,233</u>	<u>42,719</u>	<u>101,812</u>	<u>47,837</u>	<u>24,391</u>	<u>359,780</u>
<b>NET REVENUE, BEFORE AMORTIZATION</b>	-	-	-	-	(81)	56,451	56,370
Amortization	(4,524)	(23,500)	-	(360)	-	-	(28,384)
<b>NET REVENUE (DEFICIT)</b>	<u>\$ 4,524</u>	<u>\$ 23,500</u>	<u>\$ -</u>	<u>\$ 360</u>	<u>\$ (81)</u>	<u>\$ 56,451</u>	<u>\$ 27,986</u>

The accompanying notes are an integral part of these financial statements.

**1. ACCOUNTING POLICIES**

The financial statements of the Summer Village of Sunbreaker Cove (the "Summer Village") are the representations of management, prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Summer Village are as follows:

*(a) Reporting Entity*

The financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The entity is comprised of the municipal operations and all the organizations that are owned or controlled by the Summer Village and are, therefore, accountable to Summer Village for the administration of their financial affairs and resources.

The schedule of taxes levied also includes requisitions for education that are not part of the reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties

*(b) Basis of Accounting*

The financial statements are prepared using the accrual basis of accounting. Revenues are accounted for in the period in which the transactions or events occurred that gave rise to the revenues.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers are recognized in the financial statements as revenues in the period that the events giving rise to the transfer occurred, providing the transfers are authorized, the Summer Village has met any eligibility criteria, and reasonable estimates of the amounts can be made.

Expenditures are recognized in the period the goods and services are acquired and a liability is incurred or transfers are due.

*(c) Cash and cash equivalents*

Cash and cash equivalents include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of 90 days or less at acquisition. Cash consists of an operating account at a financial institution.

*(d) Use of Estimates*

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

The Village has used estimates to determine the useful lives of tangible capital assets.

*(continues)*

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## Notes to Financial Statements

Year Ended December 31, 2021

**1. ACCOUNTING POLICIES (continued)***(e) Tax Revenue*

Property tax revenue is recognized as revenue in the year it is levied.

Construction and borrowing costs associated with local improvement projects are recovered through annual special assessments during the period of the related borrowings. These levies are collectable from property owners for work performed by the municipality and recognized as revenue in the year the local improvement tax is levied.

*(f) Tangible Capital Assets*

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

Land improvements	15 years
Engineered structures:	
Wastewater system	75 years
Roadway system	10 years
Machinery, equipment and furnishings	10 years
Buildings	25 years

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

Works of art for display are not recorded as tangible capital assets but are disclosed.

*(g) Contaminated Sites*

Contaminated sites are defined as the result of contamination being introduced in air, soil, water or sediment of a chemical, organic, or radioactive material or live organism that exceeds an environmental standard. A liability for remediation on contaminated sites is recognized, net of any recoveries, when an environmental standard exists, contamination exceeds the environmental standard, the Summer Village is directly responsible for or accepts responsibility for the liability, future economic benefits will be given up, and a reasonable estimate of the liability can be made.

*(h) Over-levy and Under-levy*

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

*(continues)*

## Notes to Financial Statements

Year Ended December 31, 2021

**1. ACCOUNTING POLICIES (continued)***(i) Non-Financial Assets*

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the consolidated Change in Net Financial Assets for the year.

*(j) New Accounting Standards not yet Adopted*

Effective for fiscal years beginning on or after April 1, 2022, PS 3280 Asset Retirement Obligations provides guidance on how to account for and report liabilities for retirement of tangible capital assets.

Effective for fiscal years beginning on or after April 1, 2023, PS 3400 Revenue provides guidance on how to account for and report revenue, and specifically, it addresses revenue arising from exchange transactions and unilateral transactions.

**2. RECEIVABLES**

	2021	2020
Other governments	\$ 915,848	\$ 3,271
Wastewater collection system fees	503,700	-
Goods and Services Tax rebate	194,232	5,481
Taxes and grants in place of taxes	14,847	21,681
	<b>\$ 1,628,627</b>	<b>\$ 30,433</b>

**3. DUE TO (FROM) OTHER SYLVAN SUMMER VILLAGES**

During 2013, the Summer Villages Jarvis Bay, Norglenwold, Halfmoon Bay, Sunbreaker Cove, and Birchcliff entered into a Co-ownership Agreement ("the Agreement") for the purchase of an Administration Building. Under the terms of this Agreement each of the five Summer Villages has a 20% interest in the Administration Building.

During 2021, the Summer Villages of Jarvis Bay, Norglenwold, Halfmoon Bay, Sunbreaker Cove, and Birchcliff entered into a Co-ownership Agreement ("the Agreement") for the purchase of a new Administration Building. Under the terms of this Agreement each of the five Summer Villages has a 20% interest in the new Administration Building.

In the event that any of the Summer Villages elect to sell either of the buildings, each of the Summer Village will proportionately receive a return of their initial contribution and all remaining proceeds will be divided equally.

	2021	2020
Due to other Sylvan Summer Villages		
Summer Village of Jarvis Bay	\$ 157,522	\$ -
Summer Village of Norglenwold	140,002	70,812
	<b>\$ 297,524</b>	<b>\$ 70,812</b>

## Notes to Financial Statements

Year Ended December 31, 2021

## 4. DEFERRED REVENUE

	2020	Funds Received	Funds Expended	2021
Municipal Sustainability Initiative	\$ 796,239	\$ 502,716	\$ (1,127,392)	\$ 171,563
Municipal Operating Support	7,811	-	(7,811)	-
Other	539	-	(539)	-
	<u>\$ 804,589</u>	<u>\$ 502,716</u>	<u>\$ (1,135,742)</u>	<u>\$ 171,563</u>

## 5. LONG TERM DEBT

	2021	2020
Government of Alberta debentures repayable in semi-annual instalments of \$14,475 including at rates of 2.702% and 3.39% maturing in 2046.	<u>\$ 500,168</u>	<u>\$ -</u>

Principal repayment terms are approximately:

	Principal	Interest	Total
2022	\$ 13,793	\$ 15,156	\$ 28,949
2023	14,214	14,735	28,949
2024	14,648	14,301	28,949
2025	15,096	13,853	28,949
2026	15,557	13,392	28,949
Thereafter	426,860	145,213	572,073
	<u>\$ 500,168</u>	<u>\$ 216,650</u>	<u>\$ 716,818</u>

## Notes to Financial Statements

Year Ended December 31, 2021

## 6. TANGIBLE CAPITAL ASSETS

	2021 Net Book Value	2020 Net Book Value
Engineered structures		
Wastewater systems	\$ 4,033,354	\$ 204,636
Buildings	272,439	65,347
Land improvements	195,281	198,638
Land	179,100	172,100
Machinery and equipment	12,481	10,149
	<u>\$ 4,692,655</u>	<u>\$ 650,870</u>

	Cost Beginning of Year	Additions	Disposals	Write-downs	Cost End of Year
Engineered structures					
Roadways	\$ 447,366	\$ -	\$ -	\$ -	\$ 447,366
Wastewater systems	206,796	3,831,618	-	-	4,038,414
	654,162	3,831,618	-	-	4,485,780
Buildings	95,812	219,713	-	-	315,525
Machinery and equipment	21,678	5,000	-	-	26,678
Land	172,100	7,000	-	-	179,100
Land improvements	330,354	20,000	-	-	350,354
	<u>\$ 1,274,106</u>	<u>\$ 4,083,331</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,357,437</u>

	Accumulated Amortization Beginning of Year	Current Amortization	Disposals	Write-downs	Accumulated Amortization End of Year
Engineered structures					
Roadways	\$ 447,366	\$ -	\$ -	\$ -	\$ 447,366
Wastewater systems	2,160	2,900	-	-	5,060
	449,526	2,900	-	-	452,426
Buildings	30,465	12,621	-	-	43,086
Machinery and equipment	11,529	2,668	-	-	14,197
Land improvements	131,716	23,357	-	-	155,073
	<u>\$ 623,236</u>	<u>\$ 41,546</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 664,782</u>

Amortization has not been provided on the new wastewater system costs in the amount of \$3,831,618 as it was not operational as at December 31, 2021.

## Notes to Financial Statements

Year Ended December 31, 2021

**7. ACCUMULATED SURPLUS**

	2021	2020
Unrestricted surplus	\$ 616,410	\$ 138,105
Restricted surplus		
Operating reserves (Note 8)	87,768	87,768
Capital reserves (Note 8)	640,685	1,374,869
Equity in tangible capital assets (Schedule 1)	3,894,963	580,058
	<b>\$ 5,239,826</b>	<b>\$ 2,180,800</b>

**8. RESERVES**

	2021	2020
<b>Operating Reserves</b>		
General contingencies	\$ 62,768	\$ 62,768
Tax rate stabilization	25,000	25,000
	<b>\$ 87,768</b>	<b>\$ 87,768</b>
<b>Capital Reserves</b>		
Roads, streets, walks, lighting	\$ 406,709	\$ 406,709
Sewer	216,044	962,444
Infrastructure	16,216	-
Fleet	1,716	716
Information technology & facilities	-	5,000
	<b>\$ 640,685</b>	<b>\$ 1,374,869</b>

**9. CONTINGENT LIABILITIES**

- a) The Summer Village is a member of the Alberta Municipal Insurance Exchange (MUNIX). Under the terms of membership, the Summer Village could become liable for its proportionate shares of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.
- b) The Summer Village is a member of the Sylvan Lake Regional Wastewater Commission. Under the terms of this membership the Summer Village is liable for its proportionate share of any losses incurred by the Commission. Any liability would be accounted for in the year the losses are determined.

**10. CREDIT FACILITY**

The Summer Village has a revolving line credit facility to a maximum of \$1,000,000 bearing interest at prime plus 1% per annum. The credit facility was not drawn upon as of December 31, 2021.

## Notes to Financial Statements

Year Ended December 31, 2021

**11. CONTRACTUAL OBLIGATIONS**

The Summer Village has entered into an agreement for basic assessment services with Wild Rose Assessment Services Inc. for a five year term commencing April 2020 through March 2025. The cost of assessment services will be \$7,000 annually over the five years.

**12. DEBT LIMITS**

Section 276(2) of the *Municipal Government Act* requires that debt and debt limits as defined by Alberta Regulation 255/00 for the Summer Village be disclosed as follows:

	2021	2020
Total debt limit	\$ 890,807	\$ 624,225
Total debt	(500,168)	-
<b>Total debt limit remaining</b>	<b>\$ 390,639</b>	<b>\$ 624,225</b>
The Summer Village obtained Ministerial approval		
Service on debt limit	\$ 148,468	\$ 104,038
Service on debt	(28,949)	-
<b>Total service on debt limit remaining</b>	<b>\$ 119,519</b>	<b>\$ 104,038</b>

The debt limit is calculated at 1.5 times revenue of the Summer Village (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limits requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be a financial risk if further debt is acquired. The calculation taken alone does not represent the stability of the Summer Village. Rather, the financial statements must be interpreted as a whole.

**13. BUDGET FIGURES**

The 2021 budget data presented in these financial statements is based on the operating and capital budgets approved by Council on December 21, 2020. The chart below reconciles the approved financial plan to the figures reported in these financial statements.

	2021 Budget	2021 Actual
Annual surplus	\$ 2,442,839	\$ 3,059,026
Purchase of tangible capital assets	(3,192,023)	(4,083,331)
Transfer (to) from reserves	749,184	734,184
	\$ -	\$ (290,121)

**14. SEGMENTED INFORMATION**

The Summer Village provides a range of services to its citizens. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1.

## Notes to Financial Statements

Year Ended December 31, 2021

**15. SALARIES AND BENEFITS DISCLOSURE**

Disclosure of salaries and benefits for Summer Village officials, the Summer Village Chief Administrative Officer and designated officers are required by Alberta Regulation 313/2000 is as follows:

	Salary (1)	Benefits (2)	2021	2020
Mayor Beets	\$ 10,425	\$ 256	\$ 10,681	\$ 8,810
Councilors				
Willmon	3,450	-	3,450	3,375
Kimball	3,213	97	3,310	2,025
	\$ 17,088	\$ 353	\$ 17,441	\$ 14,210
Chief Administrative Officer				
Evans	\$ 16,877	\$ 1,349	\$ 18,226	\$ 18,334
Designated officer				
Assessor	\$ 7,200	\$ -	\$ 7,200	\$ 7,400

(1) Salary includes regular base pay, bonuses, overtime lump sum payments, gross honoraria and any other direct cash remuneration.

(2) Employer's share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long and short term disability plans, professional memberships and tuition.

(3) Benefits and allowances figures also include the employer's share of the costs of additional taxable benefits including special leave with pay, financial planning services, retirement planning services, concessionary loans, travel allowances, car allowances and club memberships.

**16. APPROVAL OF FINANCIAL STATEMENTS**

These financial statements were approved by Council and management.

**Summer Village of Sunbreaker Cove****Administration and Finance****Council Date: March 14, 2022****Information Item****Agenda Item: *Accounts Payable Update*****Background:**

Total payables processed and presented to Council \$ 405,398.57

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

- |                                       |              |
|---------------------------------------|--------------|
| 1. Pidherney's                        | \$383,553.33 |
| a. Progress Payment #7                |              |
| 2. Al's Bobcat & Trucking             | \$ 7,416.69  |
| a. Sanding-Feb 1,4 & 10 <sup>th</sup> |              |
| b. Sand/Snow Removal Feb 15 to 28th   |              |
| 3. Summer Village of Norglenwold      | \$ 8,942.64  |
| a. January 2022 Muni Specific Costs   |              |
| b. January 2022 Monthly Shared Costs  |              |

**Council Expense Claims Report:****February 2022**

- |                   |           |
|-------------------|-----------|
| ▪ Teresa A. Beets | \$ 710.41 |
|-------------------|-----------|

**Administrative Recommendations:**

Council to accept as information.

**Authorities:**

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



## Summer Village of Sunbreaker Cove

## List of Accounts for Approval

Date Printed

2022-03-03 9:34 AM

Batch: 2022-00016 to 2022-00020

Page 1

Bank Code - MAIN - General Bank

## COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
850	2022-03-02	Pidherney's			
132025		312-000-260 - GST Paid Refund	GST Tax Code	18,264.44	
132025		297-191-840 - Project - Wastewa	Progress #7/Holdback Rele	365,288.89	383,553.33
851	2022-02-28	Al's Bobcat & Trucking			
18460		312-000-260 - GST Paid Refund	GST Tax Code	84.15	
18460		232-000-255 - Plowing Program	Sanding Feb 1, 4 & 10th	1,683.00	1,767.15
18500		312-000-260 - GST Paid Refund	GST Tax Code	269.04	
18500		232-000-255 - Plowing Program	Sanding/Snow Removal Fel	5,380.50	5,649.54
			Payment Total:		7,416.69
852	2022-02-28	Go Services Inc.			
15154917		312-000-260 - GST Paid Refund	GST Tax Code	10.75	
15154917		272-000-510 - Parks & Playgrou	Feb Portable Toilet Rental	215.00	225.75
853	2022-02-28	Debbie Ricalton			
FEB222022-MP		261-000-220 - MPC Costs	February 22nd MPC Comm	100.00	100.00
854	2022-02-28	Town of Blackfalds			
IVC053945		224-000-200 - Emergency Mana	2022 LREMP Member Cont	2,500.00	2,500.00
855	2022-02-28	WSP Canada Inc.			
1066059		312-000-260 - GST Paid Refund	GST Tax Code	125.00	
1066059		297-191-841 - Project MSP/MSI	Drainage Proj.Auditor has C	2,500.00	2,625.00
			Total Computer Cheque:		396,420.77

## EFT

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
240	2022-01-31	Summer Villages of Norglenwold			
2022-00026		261-000-110 - Development Ser	ATB MC-AB Land Title-435	10.00	10.00
2022-00030		212-300-255 - Facility Maintenan	Facility Maintenance	76.41	
2022-00030		212-100-110 - Salaries	Salaries	5,968.35	
2022-00030		212-100-130 - Training	Training	95.70	
2022-00030		212-100-140 - Benefits	Shared Benefits	211.66	
2022-00030		212-100-210 - Travel & Subsis	T&S	0.00	
2022-00030		212-100-211 - WCB	WCB	0.00	
2022-00030		212-100-266 - PW Fleet	Public Works Fleet	12.20	
2022-00030		212-200-215 - Postage/Freight/C	Postage/Freight	-65.38	
2022-00030		212-200-500 - Printing Costs	Printing Costs	8.84	
2022-00030		212-300-250 - Facility Improvem	Facility Improvements	79.94	
2022-00030		212-300-242 - IT Equipment	IT Equipment	271.33	
2022-00030		212-300-217 - Phone/Fax/Intern	Phone/Fax	36.12	
2022-00030		212-300-530 - Building Insuranc	Building Insurance	0.00	
2022-00030		212-300-510 - Other Contingenc	Contingency	0.00	
2022-00030		212-300-270 - Equipment Renta	Equipment Rental	40.30	
2022-00030		212-300-265 - Equipment Mainte	Equipment Maintenance	0.00	
2022-00030		212-300-540 - Utilities	Utilities	0.00	
2022-00030		212-300-240 - Computer Softwar	Computer Software	1,992.62	
2022-00030		212-300-263 - Condominium Co	Condominium Cost	0.00	
2022-00030		212-200-510 - Office Supplies	Office Supplies	204.55	8,932.64
			Payment Total:		8,942.64
			Total EFT:		8,942.64

Date Printed  
2022-03-03 9:34 AM

**Summer Village of Sunbreaker Cove**  
**List of Accounts for Approval**  
Batch: 2022-00016 to 2022-00020

Page 2

EFT					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount

OTHER					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount

3025	2022-02-28	Receiver General/OTH			
CP2-2022		312-000-262 - CRA Remunerati	Council CPP	35.16	35.16
				Total Other:	35.16

Total MAIN: 405,398.57

Certified Correct This February 28, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator



E-1

# Council Expense Claim Form

NAME: Teresa BeetsPOSITION: MayorMONTH ENDING: February-2022

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
2/16/22	Other (SBC Mooring Mtg)		Mayor	\$ 120.00
2/14/22	Sylvan Lake Regional Wastewater Commission		Mayor	\$ 120.00
2/22/22	Regular Council		Mayor	\$ 120.00
2/23/22	ASVA		Mayor	\$ 120.00
2/28/22	Sylvan Lake Regional Wastewater Commission		Mayor	\$ 120.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
If event is other please type it in.				\$ 600.00

## Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
2/16/22	Other (SBC Mooring Mtg)		\$0.61	\$ 0.00
2/14/22	Sylvan Lake Regional Wastewater Commission	68.00	\$0.61	\$ 41.48
2/22/22	Regular Council	45.00	\$0.61	\$ 27.45
2/23/22	ASVA		\$0.61	\$ 0.00
2/28/22	Sylvan Lake Regional Wastewater Commission	68.00	\$0.61	\$ 41.48
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
				\$ 68.93 110.41

## Other Expenses

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

MAYOR: \_\_\_\_\_

C.A.O: \_\_\_\_\_

TOTAL PAYABLE: \$ 710.41

**Summer Village of Sunbreaker Cove****March 14, 2022****Public Works****Information Item****Agenda Item: *Public Works Update*****Background:**

- Lakeview Contracting expects to begin Rip Rap installation in mid March.
- Administration continues to collect sewer connection paperwork from residents. Administration has been reaching out to residents who have submitted both the application and Superior inspection forms to arrange dates to have the cc valve for their property opened.
- 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

March 14, 2022

### Planning and Development

#### Information Item

#### Agenda Item: *Development Update*

#### Background:

##### Development Permit Update:

Currently there are 94 development permits issued in the Summer Villages (33 in Birchcliff, 3 in Half Moon Bay, 11 in Jarvis Bay, 23 in Norglenwold, and 24 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
17. 1321 Birch Road	Garage with Guest House ( <b>NEW</b> )

#### 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.

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

2021:

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

February – 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****Council and Legislation****March 14, 2022****Information Item****Agenda Item:** *Lacombe County Boat Launch Charges/Fees***Background:**

Administration received the attached letter from a resident of Sunbreaker Cove expressing his dismay at residents having to pay fees for the launching of their boats at the Lacombe County Boat Launch and the use of the parking facilities. He is requesting Council exempt the residents of Sunbreaker Cove from these charges.

As the boat launch is owned and operated by Lacombe County through a license of occupation, and the overflow parking located on Lacombe County property, the Summer Village does not have the authority to exempt anyone from the fees/charges that will be incurred. Further to this, Lacombe County has made it clear that while their Council has discussed the option, they will not be granting a similar exemption to their residents, and that the fee will be required for all users.

This item was discussed by Council at the February Council meeting.

**Options for Consideration:**

Council to accept as information

**Administrative Recommendations:**

Council to accept as information

**Authorities:**

Lacombe County License of Occupation



[REDACTED]

S.V. of Sunbreaker Cove  
#2 Erickson Drive  
Sylvan Lake, AB T4S 1P5

Attention Council and Administration

RE: Lacombe County Boat Launch Charges/fees

I am dismayed to learn that the County will be charging a fee for parking and launching boats. I gave up my boat mooring site on the beach because it was a hassle to move it in and out, carry batteries, fuel, water skies, fishing gear, and tubes from our lot which is a quarter mile from the beach in favour of storage on our cottage lot and using a vehicle to trailer the boat to the launch when needed.

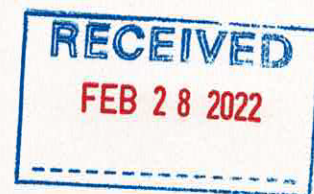
I believe that the construction of the launch and immediate parking (mailbox site) was a joint effort between the County and the Summer Village. If I recall, some of the SV municipal reserve was used for the parking. If so, I would argue that Summer Village lot owners should be exempt from launch fee charges. Because some boat owners are non-beach front lot owners, we should not be penalized to use the boat launch and parking facilities.

Here's my suggestion for how the exemption could work. We have membership to the Calgary Telus Sparks Science Center, with it we have free parking. We registered a vehicle license plate with the Calgary Parking authority, in Sunbreaker's case the County, and when they check plates it shows up on their computer as a registered guest. A similar process can be instituted by the County. An alternative is to paste a SV sticker to the windshield of the residents vehicles using the launch and parking facilities.

In conclusion, I want to stress that SV cottage owners should not have to pay for boat launches and immediate parking facilities.

Respectfully

[REDACTED]





## **Summer Village of Sunbreaker Cove**

### **Council and Legislation**

**March 14, 2022**

### **Request for Decision**

**Agenda Item:** *Garbage Collection Bylaw*

#### **Background:**

During recent budget discussions, Council has identified that the new garbage collection rate for 2022 will be \$112 per parcel annually.

Administration has attached the garbage collection bylaw #148-20 for Council's review.

#### **Options for Consideration:**

- 1) Council review and instruct Administration to amend the Garbage Collection Bylaw #148-20 to reflect the rate change from \$122 per parcel to \$112 per parcel.
- 2) Council to accept as information

#### **Administrative Recommendations:**

- 1) Council review and instruct Administration to amend the Garbage Collection Bylaw #148-20 to reflect the rate change from \$122 per parcel to \$112 per parcel.

#### **Authorities:**

Pursuant to the Municipal Government Act, Chap. M-26.1 and amendments thereto, a municipal government may pass a by-law to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or part of the municipality, and "public utility" means a system or works used to provide one or more of the following for public consumption, benefit, convenience or use S. 616 (v)(ix) waste management.

## SUMMER VILLAGE OF SUNBREAKER COVE GARBAGE COLLECTION BYLAW BY-LAW 148-20

A by-law of the Summer Village of Sunbreaker Cove in the Province of Alberta to provide for the supply of waste management service in the Summer Village of Sunbreaker Cove.

WHEREAS the *Municipal Government Act*, Chapter M-26.1, RSA 1994, as amended, s 7, provides that a council may pass bylaws for municipal purposes respecting the provision of public utilities; and

WHEREAS the *Municipal Government Act*, supra, s 42 provides that charges for a municipal utility service provided to a parcel of land are an amount owing to the municipality by the owner of the parcel; and

WHEREAS the *Municipal Government Act*, supra, s 553 provides that a council may add unpaid charges for a municipal utility service provided to the parcel by a municipal public utility that are owing by the owner of the a parcel to the tax roll of the parcel of land;

NOW THEREFORE the Council of the Summer Village of Sunbreaker Cove in the Province of Alberta in open Council enacts as follows:

1. This by-law may be referred to as the Garbage Collection By-law.
2. In this by-law:
  - a) "Acceptable Container" means a container designed or used for containing refuse awaiting collection and disposal, and shall be one of the following:
    - i) a galvanized circular metal container equipped with a close fitting metallic cover and handles, or
    - ii) durable plastic container with a close fitting lid and handles, or
    - iii) non-returnable plastic or weather proof paper bags of adequate strength, tied or otherwise adequately closed up so that the contents thereof cannot escape.
  - b) "Administrator" means the Chief Administrative Officer of the Summer Village.
  - c) "Council" means the Municipal Council of the Summer Village of Sunbreaker Cove.
  - d) "Rate" means the rate established in Schedule A of this by-law.
  - e) "Owner" means the registered owner of a property and includes the purchaser thereof.
  - f) "Garbage" shall mean regular household refuse and shall not include other items such as industrial or commercial wastes; yard refuse (i.e. grass clippings, tree trimmings or dead animals), furniture or larger appliances.
  - g) "Summer Village" depending on its context, means either:
    - i) The Municipal Corporation of the Summer Village of Sunbreaker Cove, its administration and staff, agents or representatives; or
    - ii) the territory contained within the corporate boundaries of the Summer Village of Sunbreaker Cove.
  - h) "Waste Management Utility" means a system established by the Council to undertake the collection and disposal of garbage.

3. The Summer Village shall contract and operate a waste management system for the purpose of collecting and disposing of garbage
4. The Council hereby delegates to the Administrator authority to do all things necessary in order to fulfil the responsibilities and duties under the *Municipal Government Act* and this by-law.
5. The Administrator may delegate the performance of certain duties to assigned staff, agents, or contractors in so far as such delegation is not inconsistent with Provincial and Federal Legislation or this By-law, related regulations or policies thereof.
6. Council may, by resolution, enter into agreements with other municipalities, private corporations or citizens for the supply of Waste Management within the Summer Village.
7. Garbage Collection service shall be provided to each parcel within the Summer Village and shall be payable by the property owner.
8. Property owners shall be responsible for the provision of acceptable containers wherein the place their household garbage for collection as provided for under this by-law.
  - 8.1 Acceptable Containers must be placed in a bin or other suitable restraint to prevent contents from being accessed by scavenging animals and containers being knocked over or blown away.
  - 8.2 If the owner or occupant of a property refuses to comply with any provision of this by-law, the Summer Village may undertake the same at the expense of the owner.
  - 8.3 Any person who contravenes any provision of this By-law is guilty of an offense and is liable under the Provincial Offences Procedure Act to a fine not less than \$50.00 and not exceeding \$1,000.00.
  - 8.4 Where a By-law Officer has reasonable grounds to believe a person has contravened any sections of this By-law, he may issue and serve upon such a person any offence ticket.
  - 8.5 Service of such offence ticket shall be sufficient if it is:
    - (a) personally serviced, or;
    - (b) mailed to the address of the registered owner of the property.
  - 8.6 Notwithstanding the provisions referred to in Section 8.4, a person to whom a ticket has been issued pursuant to this Section may exercise his right to defend any charge of committing a contravention of any of the provisions of this By-law.
9. A utility account shall be set up for each parcel of land within the Summer Village and shall be in the name of the property owner.
10. A levy for the operation of the Waste Management Utility shall be as prescribed in Schedule A of this by-law.
11. Schedule A shall form a party of this By-law may be amended from time to time by Resolution of Council.
12. A utility bill showing the current levy for the operation of the Waste Management Utility shall be addressed and mailed to the each property owner in the Summer Village with the current year's municipal property tax notice.
13. Utility bills are due and payable upon receipt of billing.
14. Payments of utility accounts are to be made at the Summer Village Administration Office.

- 15. Non-receipt of a utility bill will not exempt the owner from payment for the levy service.
- 16. Where the utility account and other charges remaining unpaid after the due date specified on the utility bill, the amount due shall be added to the tax roll for the property served by the Waste Management Utility.
- 17. The amount added to the tax roll of a parcel of land as prescribed under s. 15 of this by-law
  - a) is deemed for all purposes to be a tax imposed under Division 2, of Part 10 of the *Municipal Government Act* from the date it was added to the tax roll, and
  - b) forms a special lien against the parcel of land in favour of the municipality from the date it was added to the tax roll.
- 18. Upon third reading, By-Law #139-19 is hereby rescinded.

INTRODUCED AND GIVEN FIRST READING this 16<sup>th</sup> day of March 2020.

GIVEN second reading this 16<sup>th</sup> day of March 2020.

UPON UNANIMOUS CONSENT, GIVEN THIRD AND FINAL READING this 16<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Teresa Beets, Mayor

\_\_\_\_\_  
Tanner Evans, CAO

**SCHEDULE "A"**

2020 Garbage Utility Rate .....\$122.00 per parcel.

## **Summer Village of Sunbreaker Cove**

**March 14, 2022**

### **Council and Legislation**

#### **Request for Decision**

**Agenda Item:** *Municipal Wastewater Collection Bylaw*

#### **Background:**

Administration was directed by council to bring back the Municipal Wastewater Collection Bylaw to make a final change to the rate rider in schedule "B" to reflect actual costs.

#### **Options for Consideration:**

- 1) That Council give 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reading as presented.
- 2) That Council give 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reading as amended.

#### **Administrative Recommendations:**

- 1) That Council give 1<sup>st</sup> reading to By-Law #167-22
- 2) That Council give 2<sup>nd</sup> reading to By-Law #167-22
- 3) Upon unanimous consent by Council to give 3<sup>rd</sup> reading at this meeting.
- 4) That Council give 3<sup>rd</sup> reading to By-Law #167-22.

**SUMMER VILLAGE OF SUNBREAKER COVE  
MUNICIPAL WASTEWATER COLLECTION  
BY-LAW ~~167-22460-21~~**

A BYLAW OF THE SUMMER VILLAGE OF SUNBREAKER COVE, TO REGULATE THE CONNECTIONS AND OPERATIONS OF A MUNICIPAL WASTEWATER COLLECTION SYSTEM IN THE SUMMER VILLAGE OF SUNBREAKER COVE.

Being a Bylaw of the Summer Village of Sunbreaker Cove to provide for the connection to and provision of wastewater services to residents of the Summer Village of Sunbreaker Cove.

WHEREAS The Municipal Government Act, RS.A. 2000, c. M-26 and amendments thereto provides a Municipal Council with the authority to pass bylaws respecting public utilities;

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

1 TITLE AND GEOGRAPHIC SCOPE

- 1.1 This Bylaw will be referred to as the "Municipal Wastewater Utility Bylaw".
- 1.2 This Bylaw shall only be applicable within the boundaries of the Summer Village of Sunbreaker Cove as depicted in Schedule "A" attached hereto.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Bylaw:
  - a) "Annual Rate Rider" means that annual rate rider as described within Schedule "B", payable by each Owner who has not paid the Collection Fee in lump sum, as described within Schedule "B".
  - b) "Bylaw Officer" means an individual employed by the Summer Village in the position of Bylaw Officer.
  - c) "Charges" means those amounts charged to an Owner as contemplated within Section 5.2 and 10.1 of this Bylaw, as well as Schedule "C".
  - d) "Chief Administrative Officer" means the chief administrative officer of the Summer Village or their delegate.
  - e) "Collection Fee" means that fee payable by each Owner not later than upon connection to the Municipal Wastewater System, as described within Schedule "B".
  - f) "Council" means the Council of the Summer Village of Sunbreaker Cove.
  - g) "Curb Stop Valve" is the isolation valve placed by the Summer Village which controls the flow of wastewater from the property to the main line of the Municipal Wastewater System.
  - h) "Customer" means any person who is the Owner of any lot connected to or provided with Wastewater Services pursuant to this Bylaw.
  - i) "Force Majeure" means events arising from acts of God, strikes,

Summer Village of Sunbreaker Cove  
Municipal Wastewater Collection System Bylaw  
By-law ~~460-24~~167-22

lockout, or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns, intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of the Summer Village and which by the exercise of reasonable diligence and at a reasonable cost the Summer Village is unable to prevent or overcome;

- j) "Manager" means the Chief Administrative Officer for the Summer Village of Sunbreaker Cove or his or her designate.
- k) "Municipal Tag" means a tag or similar document issued by the Summer Village pursuant to the Municipal Government Act that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the Summer Village in lieu of prosecution for the offence, and "Municipal Tags" means two or more of them.
- l) "Municipal Wastewater System" means the Sunbreaker Cove Municipal Wastewater Collection System operated by the Summer Village for the collection and treatment of wastewater.
- m) "Owner" means the registered Owner of land and includes the purchaser thereof, and where the context so requires the Owner of the land receiving Wastewater Services pursuant to this Bylaw
- n) "Peace Officer" means a Person employed by the Summer Village in the position of peace officer in accordance with the Provincial Offences Procedure Act and includes a member of the Royal Canadian Mounted Police.
- o) "Person" means a human being, a corporation or other legal entity.
- p) "Regional Wastewater System" means the Sylvan Lake Regional Wastewater Commission System to which the wastewater collected within the Summer Village of Sunbreaker Cove is delivered for disposal.
- q) "Secondary Servicing" means:
  - i) servicing of any property located within the Summer Village for Wastewater Services, or any service similar to Wastewater Services, by or through any neighbouring property or Service Connection located upon any neighbouring property; and/or
  - ii) connection of any building or improvement within any property located within the Summer Village to any piping that carries Wastewater to or through a neighbouring property;except in the case of neighbouring property owned or under the direction, control, and management of the Summer Village;
- r) "Service Connection" means the piping that extends from the owners holding tank to the force main for the provision of wastewater services and includes the grinder pump.
- t) "Summer Village" means the Summer Village of Sunbreaker Cove.



Summer Village of Sunbreaker Cove  
Municipal Wastewater Collection System Bylaw  
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- u) "Violation Ticket" means a violation ticket as defined in the *Provincial Offences Procedures Act*, and "Violation Tickets" means two or more of them.
  - v) "Voluntary Payment" means a voluntary payment as defined in the *Provincial Offences Procedure Act* (Alberta).
  - w) "Wastewater" means all the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation, or other domestic purposes and includes grey water.
  - x) "Wastewater Services" means the wastewater collection and disposal provided by the wastewater system.
- 2.2 The Preamble and Schedules attached to this Bylaw form part of this Bylaw.
- 2.3 In this Bylaw the reference to the male gender shall include the female, and the singular, shall include the plural and vice versa.
- 2.4 Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.
- 3 DELEGATION OF AUTHORITY
- 3.1 Council hereby delegates to the Manager authority to do all things necessary in order to fulfill the responsibilities and duties of the Summer Village with respect to the delivery of Wastewater Services under the Municipal Government Act and this Bylaw including the retention of contractors. The Manager is responsible for the operation of the Wastewater System in accordance with:
- 3.1.1 Provincial and Federal Statutes and Regulations.
  - 3.1.2 This Bylaw and related Regulations.
- 3.2 The Manager may delegate to one or more Summer Village employees any of the duties hereby delegated to the Manager.
- 4 WASTEWATER SYSTEM
- 4.1 The Summer Village is hereby authorized to operate the Municipal Wastewater System for the purposes of supplying all properties within the Summer Village with Wastewater Services.
- 4.2 No person except the Summer Village may operate a wastewater collection or disposal system in the Summer Village except as permitted by this Bylaw or as specifically authorized in writing by the Manager. Without restricting the foregoing, except as permitted by this Bylaw or as specifically authorized in writing by the Manager, Secondary Servicing of property within the Summer Village is prohibited. Existing Septic fields and other wastewater systems will be considered illegal under this bylaw after 24 months

- from the commissioning of the Municipal Wastewater System.
- 4.3 All Owners of property within the Summer Village from which Wastewater is generated are required to connect to the Municipal Wastewater System within 24 months of the commissioning of the Municipal Wastewater System and if the property is connected to any other wastewater disposal system or septic field, disconnect from that wastewater disposal system or septic field prior to connecting to the Municipal Wastewater System.
- 4.4 The Manager may give to an Owner of a property located within the Summer Village who fails to connect to the Municipal Wastewater System within 24 months of the commissioning of the Municipal Wastewater System a notice requiring the Owner to connect to the Municipal Wastewater System within the time period specified in the notice, which period shall not be less than 30 days.
- 4.5 If an Owner of a property in the Summer Village fails to carry out the required steps and actions to the satisfaction of the Manager within the specified time period, the Summer Village may enter onto the property in question and take the necessary actions, including construction of the Service Connection, at the Owner's expense.
- 4.6 All Owners of property located within the Summer Village will be required to pay a Municipal Wastewater System connection fee as per the terms and conditions set out in Schedule B of this Bylaw.
- 4.6.1 All Owners must pay the connection fee prior to construction and upon the awarding of the construction contract by the Summer Village.
- 4.7 All Wastewater generated on a property connected to the Municipal Wastewater System shall be contained in a watertight holding tank for transfer to the Municipal Wastewater System and the Regional Wastewater Commission trunk line.
- 4.7.1 Notwithstanding 4.7 above, the use of outdoor showers will be allowed provided any soap, shampoo, or other cleanser used contains no phosphates.
- 5 OPERATION OF WASTEWATER SYSTEM
- 5.1 Upon connection the Municipal Wastewater System and the commencement of Wastewater services, the Customer shall pay all Charges for Wastewater services performed by the Summer Village or its agents in accordance with this Bylaw, including as set out in Schedule "C". Unless otherwise indicated in the invoice issued by the Summer Village as to payment date, payment is due within 30 days of issuance of an invoice by the Summer Village.
- 5.2 Notwithstanding the forgoing and in addition to the payment of Charges, and the Collection Fee and/or Annual Rate Rider, the Customer shall be solely responsible for the construction, installation, and maintenance of the Service Connection, and where required by the Summer Village utilizing contractors approved by the Summer Village. The Customer will

Summer Village of Sunbreaker Cove  
Municipal Wastewater Collection System Bylaw  
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- be responsible for directly hiring and paying any contractor to construct and install the Service Connection.
- 5.3 The installation the Municipal Wastewater System, Service Connections and related facilities shall be in accordance with the standards and specifications set out in the engineering design and as updated from time to time.
- 5.4 Where the Summer Village undertakes work pursuant to this Bylaw the costs to be charged to and to be payable by the Owners shall be calculated in accordance with costs and charges as set out in Schedule "C" of this Bylaw, or in the event that the Charges are not specifically contemplated by Schedule "C", in such amounts as the Manager may deem appropriate having regard to Schedule "C".
- 5.5 No Person shall install a Service Connection, including a grinder pump as approved by the municipality's engineers, without making an application for approval of such Installation to the Summer Village and obtaining approval of such service.
- 5.6 No Service Connection shall be activated on the Municipal Wastewater System until a Wastewater Utility Services Agreement has been signed by the owner.
- 5.7 With respect to the Summer Village's liabilities and responsibilities in providing the Wastewater services:
- 5.7.1 the Summer Village shall not be liable for any loss, injury, damage, expense, charge, cost, or liability of any kind, whether of direct, indirect, special, or consequential nature (except only as specifically provided for in this section) arising out of or in any way connected with any failure, defect, fluctuation, reduction, or interruptions in the provision of Wastewater services by the Summer Village to its Customers howsoever caused;
- 5.7.2 the Summer Village shall be liable only for direct physical loss, injury or damage to a Customer or Customer's property resulting from the willful act of the Summer Village, its employees, or agents in relation the provision of Wastewater services to a Customer;
- 5.7.3 for the purpose of defining the Summer Village's liability and restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital and loss of use of any facilities or property or any other similar damage or loss whatsoever arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Wastewater services to a Customer;
- 5.7.4 any claim filed by a Customer for direct losses, damages, expenses, charges, costs, or other liabilities must be filed with the Summer Village within 180 days from the date of the occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of the Wastewater service;
- 5.7.5 the Summer Village shall not be liable for damages
- 5.7.5.1 caused by the break or failure of any portion of the Municipal Wastewater System;

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- 5.7.5.2 caused by the interference or cessation of Wastewater services in connection with the repair or proper maintenance of the Municipal Wastewater System; or
  - 5.7.5.3 generally for any accident or incident due to the operation of the Wastewater services unless such costs or damages have been shown to be directly due to the willful act of the Summer Village or its employees.
- Without limiting the generality of the foregoing, the Summer Village is not responsible or liable for costs or damages that are based on nuisance. All limitations, protections and exclusions of liability contained in any provincial or federal legislation shall be applicable to and shall benefit the Summer Village in respect of any action brought or contemplated in respect of the provision of the Wastewater services or anything else associated to these terms and conditions;
- 5.7.6 the Summer Village shall endeavor to provide regular and uninterrupted operations of the Wastewater services as provided in the terms and conditions. The right to discontinue Wastewater services for any reason with or without notice is fundamental to the terms and conditions of this Bylaw;
  - 5.7.7 the Summer Village shall have the right to disconnect, interrupt or reduce Wastewater services at any time:
    - 5.7.7.1 for making repairs or improvements necessary to facilitate construction, installation, maintenance, repair, replacement, or inspection of any part of the Municipal Wastewater System;
    - 5.7.7.2 to restrict and regulate the storage and disposal of Wastewater;
    - 5.7.7.3 to maintain the safety and reliability of the Wastewater services;
    - 5.7.7.4 due to any other reason, including non-payment of Rates and/or Charges, emergencies, forced outages, Force Majeure or potential shortage or interference with the normal delivery of the Wastewater service;
  - 5.7.8 the Summer Village will use reasonable efforts to:
    - 5.7.8.1 provide notice of any Wastewater service reduction or interruption;
    - 5.7.8.2 minimize such interruption duration and occurrences;
    - 5.7.8.3 schedule planned interruptions as much as possible at times convenient to Customers.
  - 5.8 Should the Summer Village be rendered unable (wholly or in part) by Force Majeure to carry out its obligation to supply Wastewater services, the Summer Village's obligations so far as they are affected by Force Majeure shall be suspended. The Summer Village shall where practicably give notice of the occurrence of Force Majeure to Customers affected.

- 6
- SYSTEM EXTENSIONS AND INSTALLATION OF SERVICE CONNECTIONS
- 6.1
- Provision of Service Connections to the Municipal Wastewater System.

6.1.1

Owners or their agents shall submit Service Connection design plans, duly signed by a Professional Engineer, to the Summer Village for review and approval prior to the start of Service Connection construction. Each Owner's Service Connection will tie into the Municipal Wastewater System at a point provided by the by the Summer Village near the property line, and except as permitted by this Bylaw or as specifically authorized in writing by the Manager may not pass through any other private property before reaching the Municipal Wastewater System.

6.1.2

Property owners are required to have the condition of their existing septic / holding tank assessed by a qualified inspector to ensure there is no groundwater infiltration into the tank, or loss of fluids to the surrounding soils.

6.1.3

The Summer Village may require changes to the designs for the Service Connection to ensure acceptable standards in design, materials, and construction.

6.1.3

The Summer Village has approved the engineering specifications for the installation of the Municipal Wastewater System and Service Connections during the initial construction phase. Installers are required to meet these specifications.

6.2

Service Connections on Summer Village Property or Owner's Property

6.2.1

The Owner of a property connected to the Municipal Wastewater System is responsible for all costs of constructing or installing Service Connection which services the Owner's property, regardless of whether it is within the Owner's property, or within the Summer Village owned or controlled property. The portion on Summer Village owned or controlled property is paid for by the Municipal Wastewater Collection Fee unless the property is a new subdivision.

6.2.2

The Summer Village may install the Service Connection within the Summer Village property to the Owner's property boundary only.

6.2.3

The Summer Village may cause the installation of Service Connections lo be performed by a private contractor at the cost of the Owner of property for which the Service Connection is installed.

6.2.4

An Owner shall be responsible to arrange and pay for the materials and installation of the Service Connection within his or her own property.

6.2.5

Notwithstanding Section 6.2.4, if the Summer Village determines that a Service Connection will be installed by the Summer Village or if an Owner fails to carry out and install a Service Connection as required by this Bylaw, the Summer Village may install such Service Connection within the Owner's property, at the Owner's expense.

- 6.3
- Owner provided Service Connections
- 6.3.1

Where the Summer Village does not install the Service Connection the Summer Village shall require that all necessary permits are obtained and shall have the right of inspection.
- 6.3.2

The Owner shall advise the Summer Village of the time of Installation of a Service Connection and shall allow a plumbing and safety codes officer reasonable opportunity to inspect the installation for conformance to Summer Village standards and specifications.
- 6.3.3

Persons excavating for installation of a new holding tank shall not backfill until a request for inspection has been made to the Plumbing and Safety Codes Officer and the Plumbing and Safety Codes Officer, appointed by the Summer Village of Sunbreaker Cove, has done an inspection and approved the installation of the tank, pump, and connection to service connection piping.
- 6.3.4

When making a request for an inspection, five working days' notice will be required by the Plumbing and Safety Codes Officer and inspection will only be done during regular work hours.
- 6.3.5

Persons backfilling before requesting and receiving an inspection may be required by the inspector to dig out and expose the Service Connection at the Owner's cost so that a proper inspection can be done.
- 7

REPAIR AND MAINTENANCE OF SERVICE CONNECTIONS
- 7.1

The Owner or occupant of a property shall ensure that any Curb Stop Valve adjacent to their property remains accessible and exposed. Where the Owner or occupier damages or causes the Curb Stop Valve to become inoperative, the Owner shall be responsible for repairs, damages, and/or replacement costs.
- 7.2

Any obstructions restricting access to the curb stop valve will be removed. Removal of these obstructions shall be at the cost of the Owner.
- 7.3

The Owner shall be responsible for the maintenance and repair of the Service Connection line located on the Owner's property including the thawing of frozen lines from the holding tank to the property line.
- 7.4

The Owner shall be responsible for clearing any blockages in the portion of the wastewater lines from a building to the holding tank or from the holding tank and to the property line.
- 7.5

The Summer Village may inspect the holding tank, pumps, and connections to ensure that they meet the engineering and operating standards.

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- 7.6

The Summer Village shall be responsible for the maintenance and repair of the Service Connection line located on Summer Village lands including the thawing of frozen lines from the force main up to the property line.
- 7.7

Notwithstanding the foregoing, should damage to the Service Connection be caused by the negligence or improper action of the Owner or those for whom they are responsible, the costs for repairing or thawing lines and Curb Stop Valve will be charged to the Owner.
8.

GOVERNING THE PROVISION AND USE OF THE WASTEWATER SYSTEM
- 8.1

Except where authorized by the Summer Village in writing no Person shall open, close, or interfere with any line, valve or vent connected to the Municipal Wastewater System.
- 8.2

The Summer Village may shut off Wastewater Services at the Curb Stop Valve, in which case no person shall turn on or attempt to turn on the Wastewater Services except where authorized by the Summer Village in writing.
- 9

RESTRICTED MATERIALS
- 9.1

No Person shall connect, cause to be connected, or allow to remain connected to the Municipal Wastewater System any piping, fixture, fittings, container, or appliance, in a manner which under any circumstances, may allow contaminated or polluted water or wastewater, including but not limited to those substances and limits described in Schedule E, or any other liquid, chemical or substance to enter the Municipal Wastewater System.
- 9.2

The Manager may issue such order or orders to the Owner of the property as may be required to ensure compliance with Article 9.1 of this Bylaw.
- 9.3

No Person shall throw, deposit, or leave in or upon the Municipal Wastewater System or any drain connected therewith, any material that may cause blockage of the Municipal Wastewater System, including its mains, Service Connections, or pumps.
- 9.4

No Person shall discharge into the Municipal Wastewater System or any drain connected therewith, any liquid or liquids that would prejudicially affect the Municipal Wastewater System, adversely affect the environment, cause pollution or be considered hazardous.
- 9.5

No Person shall make any connection with the Municipal Wastewater System, or any drain or pipe connected therewith for the purpose of conveying any inflammable, explosive, or hazardous material.
- 9.6

No Person shall make any connection with the Municipal Wastewater System or any drain or pipe connected therewith for the purpose of conveying any surface water collected by drainage in weeping tile, eaves troughs or roof spouts.
- 9.7

No Person shall discharge the contents of any privy vault or manure pit, directly or indirectly into the Municipal Wastewater System, or any



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- drain connected to the Wastewater System.
- 9.8 No Person shall turn, lift, remove, raise, or tamper with any ventilator of any Summer Village wastewater line, except where authorized in writing by the Summer Village.
- 9.9 No Person shall cut, break, pierce or tap into the Municipal Wastewater System.
- 9.10 In the event that the Summer Village feels they have reasonable grounds the Summer Village may upon reasonable notice and at reasonable times enter buildings or other places which have been connected to the Wastewater System to ascertain whether or not any improper material or liquid is being discharged in the Wastewater, and the Summer Village shall have the right to use any test or other means necessary to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
- 9.11 Discharges from “home occupation(s)” means any occupation, trade, profession, or craft carried on by an occupant of a residential building as a use secondary to the residential use of the building.
- 9.11.1 No Person shall discharge or allow to be discharged any waste, product or by-product created or resulting from any trade, industrial or manufacturing process, directly or indirectly into the Municipal Wastewater System without such pre-treatment as shall be prescribed by the Summer Village for each such case.
- 9.11.2 The necessary pre-treatment works so prescribed shall be installed by the Customer at his own expense, prior to construction of the Connection and shall be continuously maintained and operated by the Customer.
- 9.11.3 No person shall discharge or allow to be discharged into the Municipal Wastewater System any materials found listed in Schedule 'E' to this Bylaw which exceed the levels listed in Schedule "E" of this Bylaw.
- 9.11.4 Any person who breaches Section 9.11.3 of this Bylaw shall in addition to the penalty prescribed in Schedule Cs in this Bylaw will be liable for all costs incurred by the Summer village damage in remedying the situation caused by that breach, including all clean-up costs.
- 9.12 Grease traps of sufficient size and approved design shall be placed on the waste pipes from as the Summer Village may direct The Owner will be responsible for the installation and maintenance of the grease traps.
- 10 PENALTIES
- 10.1 Charges as prescribed in Schedule "D" will be imposed on any Customer issuing a payment to the Summer Village which is dishonored or returned with a notification of non-sufficient funds



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(N.S.F.) and those charges shall be added to the customer's account.

10.2 Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon conviction, is liable to pay a fine as prescribed in Schedule "D" of this Bylaw together with any further or other sanction a court may impose.

11 EFFECTIVE DATE

11.1 This Bylaw shall take effect as and from the third and final reading. Bylaw ~~#147-20~~160-21 is hereby rescinded upon 3<sup>rd</sup> and final reading.

Read a first time this ~~19<sup>th</sup> day of April 2024~~14<sup>th</sup> day of March 2022.

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Teresa Beets, Mayor

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Tanner Evans, CAO

Read a second time this ~~19<sup>th</sup> day of July 2024~~14<sup>th</sup> day of March 2022.

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Read a third time and passed this ~~19<sup>th</sup> day of July 2024~~14<sup>th</sup> day of March 2022.

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Teresa Beets, Mayor

Tanner Evans, CAO

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**SCHEDULE “A”**

Map of Sunbreaker Cove Sanitary Collection System



SCHEDULE B  
Collection Fee

1. **Collection Fee Calculation** – Owners shall pay a Collection Fee that is determined as follows:

$$\frac{\text{Total of Costs of Construction Incurred by Summer Village (Net of Grant Funding and Reserves)}}{\text{Total Number of Lots Served}}$$

2. **Estimated Collection Fee Calculation** – based upon the estimate costs of construction, the estimated Collection Fee is as follows:

$$\frac{\$1,165,007}{266} = \text{Collection Fee per lot of } \$4,380$$

3. **Payment Options** – Customers have the following payment options, and resulting applicable customer class, which selection will be confirmed within a customer service agreement:

- (a) **Lump Sum** – Pay the Collection Fee in full, at any time on or before June 25, 2021. In the event of any change of the calculation of the Collection Fee amount, any balance owing by the Owner or any credit due to the Owner shall be payable within 30 days of the determination of final costs and the final Collection Fee amount; or
- (b) **Annual Rate Rider** – Pay an annual rate rider of ~~\$240~~ 251.73 in each of 25 years, due the last business day of July, beginning in 2022. Opting for the annual rate rider will require the Owner to have a caveat registered on title providing notice of the payment option, which is to be removed when the last payment is complete, or the remainder of the annual rate rider payments are paid in full. The cost of registering the caveat will be the responsibility of the lot owner.

4. **Rate Table** – Based upon the estimated costs of construction, the current rate table for the Collection Fee is as follows:

ITEM/DESCRIPTION	COST
ANNUAL RATED RIDER	
<ul style="list-style-type: none"><li>Wastewater – as per Wastewater Collection By-Law</li><li>25 years/25 Payments</li><li>Commencing upon connection to the Wastewater System</li></ul>	
ANNUAL RATE RIDER*	<del>\$240.00</del> <u>251.73</u>
LUMP SUM CONNECTION FEE (OPTIONAL)	

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• Wastewater – as per Wastewater Collection By-Law	
<b>LUMP SUM CONNECTION FEE*</b>	<b>\$4,380</b>
<b>(OPTIONAL)RATE RIDER BALANCE</b>	
• Wastewater – as per Wastewater Collection By-Law	
• Formula:	
25 times the annual rate rider, less payments collected to that point	
<b>RATE RIDER BALANCE *</b>	<b>As Per Formula</b>
<i>* Collection Fees and costs of construction based upon current estimates, and may be subject to change. Any changes will be reflected in the Wastewater Collection Bylaw, and will result in changes to the lump sum or annual rate rider shown in this Schedule "B", and payable by the Customer in the same manner as above.</i>	

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Charges

- |    |  |              |
|----|--|--------------|
| 1. | <b>Sewage Line Connection Rates</b>  | At Cost +25% |
| 2. | <b>Repair to damaged standpipe</b>   | At Cost +25% |
| 3. | <b>Cleaning plugged sewage</b>   | At Cost +25% |
| 4. | <b>After hours</b>   | At Cost +25% |
| 5. | <b>Reconnection fee</b>  | \$250.00     |
| 6. | <b>Administration fee (initiating account)</b>   | \$15.00      |
| 7. | <b>Late payment fees</b>   | 2% per month |
| 8. | <b>N.S.F. Fee</b>  | \$150.00     |
| 9. | <b>Miscellaneous Items</b> - at costs +25% as determined by the Summer Village Chief Administrative Officer. |              |

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**SCHEDULE “D”**  
**Penalties**

- 1. A Person who contravenes any provision of this Bylaw is guilty of an offence.
- 2. A Person who is guilty of an offence is liable to a fine in an amount not less than \$250.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- 3. Without restricting the generality of paragraph 2 the fine amounts established for use on Municipal Tags and Violation Tickets, if a voluntary payment option is offered, are:

OFFENSE	AMOUNT
1 <sup>st</sup> Offense	\$250.00
2 <sup>nd</sup> Offense	\$500.00
3 <sup>rd</sup> Offense	\$1,000.00

**PLUS**, the cost of remediation / rehabilitation required due to the nature of the offense.

- 4. Note that any penalty or remediation cost that remains unpaid will be transferred to the Property Tax account as per the conditions in Section 9 and late payment penalties will apply.
- 5. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 6. For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.
- 7. When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or

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- participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- 8. If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.
  - 9. A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
  - 10. A Municipal Tag may be issued to such Person:
    - (a) either personally; or
    - (b) by mailing a copy to such Person at his last known post office address.
  - 11. The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
    - (a) the name of the Person;
    - (b) the offence;
    - (c) the specified penalty established by this Bylaw for the offence;
    - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
    - (e) any other information as may be required by the Chief Administrator.
  - 12. Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Summer Village the penalty specified within the time period indicated on the Municipal Tag.
  - 13. If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
  - 14. Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
  - 15. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
    - (a) specify the fine amount established by this Bylaw for the offence; or
    - (b) require a Person to appear in court without the alternative of making a voluntary payment.

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16. A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
  - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
- make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.
17. No Person shall obstruct, hinder, or impede any authorized representative of the Summer Village in the exercise of any of their powers or duties pursuant to this Bylaw.



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SCHEDULE E 1  
Restricted Substances

CONTAMINANTS	Mnt
Biological Oxygen Demand	1,00
Chemical QY\Inen Demand	2,00
Non-Filterable Residue	1,00
Oil and Grease	500
Suspended Solids	1
Total Kjeldahl Nitrogen	500
Ph less than 5.5 or greater than 10	0
Total Phosphorus as Phosphates	30
INORGANIC CONSTITUENTS	
Aluminum	50
Antimony	1
Arsenic	1
Barium	3
Boron	1
Cadmium	0.05
Cadmium	0.10
Chlorine /free chlorine\	5
Chromium	1
Chlorinated Hydrocarbons	0.02
Conner	0.5
Cyanide	1
Fluoride	1
Lead	1
Manganese	1
Mercury	0.1
Molybdenum	5
Nickel	1
Total Pesticides	0.1
Phosphorus	200
Phenolic Compounds	0.1
Selenium	1
Silver	1
Sulphate	1500
Sulphlde	1
Thallium	0.5
Zinc	1
ORGANIC COMPOUNDS	
B.E.T.X (Benzene, Ethyl Benzene, Toluene, Xylene	1
Carbon Tetrachloride	0.2
Chloroform	0.2
Hydrocarbons	50
Pentachlorophenol	0.2
Phenols	1

**SCHEDULE E 2**  
**Restricted Materials**

**Prohibited Substances**

- 1. Any liquid or vapor having a temperature higher than 75°C.
- 2. Any gasoline, solvents, or similar products.
- 3. Any tar or other viscous material of mineral origin.
- 4. Any garbage that has not been shredded so as to pass through a 6mm screen.
- 5. Any ashes, cinders, wood, wood shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
- 6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
- 7. Animal parts or wastes including, but not limited to:
  - a. Any manure or intestinal contents from horses, cattle, sheep, swine, or poultry,
  - b. Hooves or toenails;
  - c. Intestines or stomach casings or animal body parts;
  - d. Bones;
  - e. Bristles or hair;
  - f. Hides or parts thereof;
  - g. Fat or flesh in particles larger than will pass through a 6mm screen;
  - h. Fleshing and hair resulting from tanning operations.
- 8. Wastewater which is in or is capable of being transformed into two or more separate layers.
- 9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
- 10. Any noxious or malodorous gas or substance capable of creating a public nuisance Including but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced Sulphur compounds, amines, and ammonia.
- 11. Lime slurry and residues.
- 12. Any substance which, in the opinion of the Manager or designate;
  - a. Is or *may* become harmful to any recipient watercourse or wastewater system or part thereof;
  - b. May interfere with the proper operation of the wastewater system or part thereof;
  - c. May impair or interfere with any wastewater treatment process; or
  - d. May become a hazard to persons, property, or animals.

**Schedule E-3**  
**Permitted Materials**

The only materials permitted to be discharged into the wastewater system are:

- 1. human waste and toilet paper;
- 2. grey water from showers, sinks, tubs, and dishwashers;
- 3. conventional food wastes as processed through an In-sink garbage disposal unit; and,
- 4. laundry washing machine discharge.

All other materials are not permitted to be discharged into the wastewater system, as these materials can damage to the municipal system. This includes so-called “flushable” baby wipes, other cleaning wipes, feminine products, diapers, dental floss, plastics, latex, and grease.

## **Summer Village of Sunbreaker Cove**

**March 14, 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:**

[REDACTED]

(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.

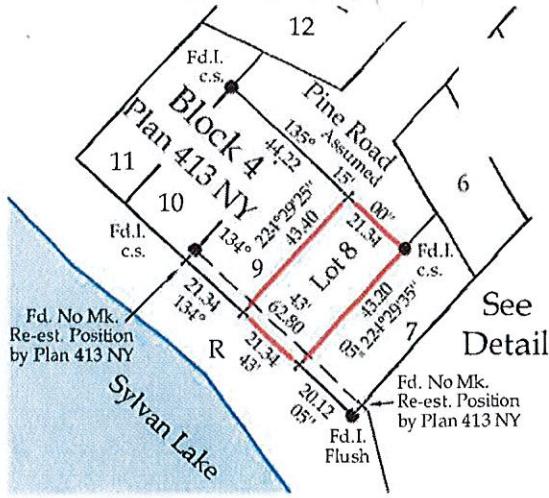
THE SUMMER VILLAGE OF SUNBREAKER COVE

per:

Pfersyth



# Schedule "A"



Lot 9

Shed

0.15 Eaves

0.98 0.94 0.91

0.42 0.25 Eaves

0.58 0.46 0.46

0.46 Cantilever Chimney

0.46 0.90 Eaves

0.46 0.90 Eaves

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Lot 8

Block 4

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

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Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

Plan 413 NY

The "Encroachment"

Lot R

Wooden Stairs

(As Shown on Plan 413 NY)

SHORE LINE

(As Traversed By

P. Lund ALS Jan. 30/14)

Sylvan Lake

SHORE LINE

(As Traversed By

P. Lund ALS Jan. 30/14)

Sylvan Lake

SHORE LINE

(As Traversed By

P. Lund ALS Jan. 30/14)

Sylvan Lake

SHORE LINE

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. Forseyth

per: \_\_\_\_\_

CK 4  
5969 MC

**F-2-A**

are

Out House  
1.25x1.27

Septic Lid To  
Property Line  
58


**Moveable Shed**  
2.51x3.11

Fd.1's Disturbed  
And Not In Original Position  
(Not Shown To Scale)

Moveable Shed Corner  
Encroaches Into  
LOT R 0.27m.

Moveable Shed Corner  
Encroaches Into  
LOT R 0.31m.

45°03'32"  
47.24



Septic Lid

**Moveable Shed**  
2.51x3.11

0.12x0.12  
Pillar  
0.97x2.30  
Shed  
To Shed  
5.33

## The "Encroachment"

**Extent Of Deck/Dock  
Extends 26.06m  
Into Sylvan Lake**

Deck/Dock  
Extent Of Deck/Dock  
Extends 26.11m  
Into Sylvan Lake

Landing

Stall

SYLVAN LAKE

LOT R  
BLOCK 4  
PLAN 5969 MC

Survey Line  
90

22.90  
134°59'00"

00-

Surveyed By Snell & Bank of

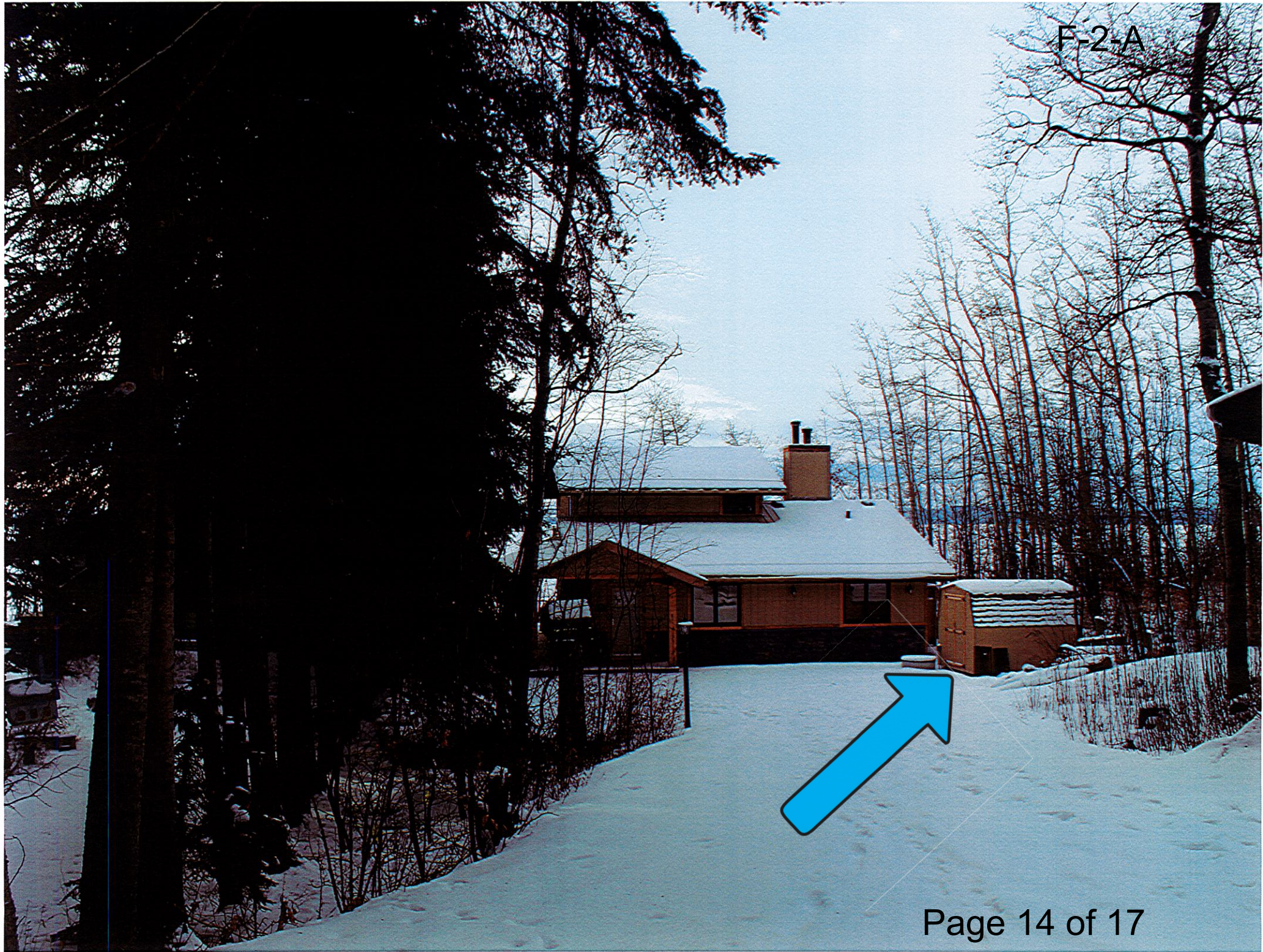
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Fd. No Mk  
Re-est













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

#### 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**

**March 14, 2022**

### **Council Reports**

#### **Information Item**

#### **Council Reports:**

Teresa Beets  
Jim Willmon  
Keith Kimball

#### **Committee Reports:**

#### **Information Items:**

#### **Upcoming Meetings:**

Next Council Meeting – ~~April 11, 2022~~ (conflict)

As the CAO is on vacation that week, Administration is suggesting the meeting be held on Monday, April 4<sup>th</sup> @ 9:00 a.m.