

# SUMMER VILLAGE OF SOUTH VIEW AGENDA

Regular Council Meeting held at the Municipal Office 2317 Twp Rd 545 LSA County  
Public may participate in person or via zoom  
Tuesday, June 18, 2024 commencing at 9:30 a.m.

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1. Call to Order:

2. Treaty 6 Territory Land Acknowledgement

The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries.

3. Agenda:

Pg 1-13

a) June 18<sup>th</sup>, 2024 Regular Council Meeting Agenda

*(approve agenda as is or with amendments)*

4. Minutes:

Pg 14-20

a) April 16<sup>th</sup>, 2024 Regular Council Meeting Minutes

b) May 29<sup>th</sup>, 2024 Special Council Meeting Minutes

*(approve minutes as is or with amendments)*

5. Appointments: a) Dwight Moskalyk, Consultant, Land Use Bylaw Review

Under separate  
Cover

In 2020, Council began a review of DRAFT Land Use Bylaw (LUB) 219-2020 with the assistance of Dwight Moskalyk, Consultant. This review was put on hold so that Council could attend to other priorities and emergent matters. In Budget 2024, Council budgeted funds to continue the review of DRAFT LUB 219-2020. Mr. Moskalyk is attending the meeting to discuss progress to date and next steps.

*(Direction as provided by Council at meeting time.)*

6. Bylaws:

a) Burning Bylaw 189-16 and Draft Fire Bylaw 246-2024

Pg. 21-41

At the last meeting, Council requested that Administration bring South View's Burning Bylaw 189-16 to this meeting for review. Administration has reviewed Bylaw 189-16 and is recommending changes. Notable changes include:

- Took out "partial fire ban" – South View is always in the state of a partial fire ban, the bylaw has been amended so that the

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requirements of a “partial ban” are always in effect. The only notable change with a partial ban, compared to no ban, in the current bylaw, is the need for a spark arrestor. Spark arrestor has been added to the definition of a fire pit, thus making it a requirement all the time and eliminating the need for a partial ban. This puts us more in line with the County and reduced the amount of administrative work needed in administering the Bylaw.

- Added a “fire advisory” – this would prohibit fireworks and urges people to use caution.
- Clarified the rules around fire works during fire bans and fire advisories.
- Clarified that OHVs are not allowed during a fire ban.
- Expanded the definition of “portable appliance” to include gas powered recreational fire devices.
- Took out references to Onoway Regional Fire and exchanged with “fire service provider”.

Included in your package is a red lined version of draft fire bylaw 246-2024, and a clean version of draft bylaw 246-2024. Council may accept any or all of administration’s recommendations, make further changes to the bylaw, or make no changes at all. It is recommended that Council request a review of the bylaw by both the Fire Chief and legal counsel prior to 3<sup>rd</sup> reading.

*(that draft bylaw 246-2024 be sent to the Summer Village Fire Chief and Legal Counsel for review and comment.*

Or,

*that Bylaw 246-2024, being a Bylaw to Prohibit and Control Open Fires and Off-Highway Vehicles within the corporate limits of the Summer Village of South View, be given 1<sup>st</sup> reading (as presented or amended).*

Or,

*Some other direction as determined by Counsel at meeting time.)*

7. Business: a) Draft 5-year capital plan (2025-2029)

As per the Municipal Government Act section 283.1(3), the Summer Village of South View is required to have, at minimum, a 5-year capital plan. Attached is a draft 5-year plan for the Summer Village. Note: this is a plan only and may be changed as needed/desired in

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future years. Council is asked to consider what projects they might wish to implement over the 2025-2029 timeframe.

*(that the 2025-2029 capital plan for the Summer Village of South View be approved as presented/amended,*

Or,

*Some other direction as provided by Council at meeting time.)*

b) Draft 5-year operating plan (2025-2029)

Pg 43-46

As per the Municipal Government Act section 283.1(2), the Summer Village of South View is required to have, at minimum, a 3-year operating plan. Attached is a draft 5-year plan for the Summer Village. Note: this is a plan only and may be changed as needed/desired in future years. Council is asked to review the document and consider any changes, strategic or otherwise, they may wish to implement into the plan.

*(that the 2025-2029 operating plan for the Summer Village of South View be approved as presented/amended,*

Or,

*Some other direction as provided by Council at meeting time.)*

c) German Club – Encroachment onto Village Lands

Pg. 47-50

On May 11, 2024 we received a letter from the German Club requesting a written agreement acknowledging that we are encroaching onto each other's lands, based on a survey that was previously done by the Summer Village. The letter and survey are included in Council's Agenda Package. The Club is encroaching onto municipal lands on the camps northwest side (near the boat launch) and the fence angles in a way that it may cut off a portion of camp property on the southwest corner. Administration notes that this is not an encroachment of the municipality onto their lands, and the camp would be welcome to move their fence onto the property line to eliminate any confusion.

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The larger encroachment is on the northeast side of the camp where there is a significant encroachment onto Lakeview Avenue, as noted on the survey. As per the Municipal Government Act (MGA) section 16(1) the roads in South View are owned by the Government of Alberta. As such, we reached out to Village Legal Counsel to determine what, if anything, may be done. Legal comments are included in your agenda package. If Council wishes to authorize the encroachment, Council will need to pass a bylaw and enter into an agreement authorizing the issuance of a temporary license for occupation of the road, which would need to be terminable on 30 days' notice. The agreement would also be able to speak to responsibility for risk associated with the encroachment. Council has three options, administration is not making a recommendation as to the suitability of each option:

1. Have legal Counsel draft a bylaw and a temporary license of occupation for the encroachment. This would be the most effective method of ensuring the Summer Village is not liable should an issue occur on the lands in question. However, it is also the most expensive option. If Council chooses this approach, Administration recommends that costs be paid, at least in part, by the German Club.
2. Maintain the status quo. This leaves the question of liability unsolved and does not provide any assurances for the Summer Village or the Camp.
3. Require the Camp to vacate the municipal roadway and remove any structures onto their lands. This will likely have a significant impact on the relationship with the Camp.

*(that a bylaw permitting the issuance of temporary licenses for the temporary occupation of a public road be drafted; FURTHER that an encroachment agreement and temporary license for road occupation be drafted for 141 Oscar Wikstrom Drive; and FURTHER that costs associated with the drafting of this bylaw be paid by the property owner at 141 Oscar Wikstrom Drive (or that the costs are split) or some other direction provided by Council;*

Or,

*That the discussion and correspondence regarding the encroachment of 141 Oscar Wikstrom Drive onto municipal lands be accepted for information,*

Or,

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*That the property owners at 141 Oscar Wikstrom Drive are required to vacate summer village lands and public road allowance, including the removal of all structures and improvements within \_\_\_\_\_ days.)*

### d) Annual Playground Audit

Pg. 51-58

During the April 21, 2024 Annual Playground Audit a number of deficiencies were identified. There were no class A deficiencies (potential to cause life-threatening injury, or the permanent loss of a body Part) or class C deficiencies (potential to cause a minor injury, or does not comply with CSA standard). There were four class B deficiencies noted (potential to cause serious injury, or temporary disability). Please see the attached report for more information. Two of the deficiencies can be easily absorbed in the operating budget and one was already included in the capital budget. The inspection found that the cable net and cable for the climbing wall were deficient and should be replaced. The replacements must be ordered from the original manufacturer – the total cost, including shipping is \$4784, plus \$600 for installation. In 2024, Council budgeted \$40,000 for a gazebo and park upgrades, using MSI funding. These replacement parts were not included in the budget, but fit the intention of the grant.

*(that the purchase and installation of a new cable net and cable for the climbing wall at a cost of approximately \$5384.68 be approved, and further, that the costs come out of the MSI grant for a gazebo and park upgrades.)*

### e) Playground Upgrades – Gazebo at Hillside Park

Pg. 59

Council has budgeted \$40,000 for a gazebo and park upgrades. The intent of these funds was to remove and replace the border around the playground and purchase and install a new gazebo. Since budget time, there has been an additional expense for replacement playground parts in the amount of \$5384. The cost to do the border replacement is \$12,700, leaving approximately \$21,916 for the Gazebo. Council is asked to provide direction regarding the type and placement of the gazebo. There are additional grant funds available should Council require them.

*(direction as provided by Council at meeting time.)*

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f) 2024 Flowering Rush Contribution & LILSA Contribution

Pg. 60-64

The Lake Isle and Lac Ste Anne Water Quality Society (LILSA) is a not-for-profit organization that focuses on improving the health of Lake Isle and Lac Ste Anne. In 2020, Silver Sands, in partnership with LILSA and various other municipalities, including South View, received an Alberta Community Partnership Grant to monitor and find abatement strategies for flowering rush. The grant was meant to be a three-year grant, ending in 2023. Each partner contributed \$2000 a year for the initiative. But, Covid caused the work to be delayed and while the grant is closed, there are still funds to be spent and many municipalities continue to contribute to Silver Sands to assist with their Flowering Rush monitoring and abatement program. Council is asked to consider funding Silver Sands flowering rush monitoring and abatement program for 2024.

Additionally, each year, local municipalities are asked to contribute to LILSA to show their support and help fund LILSA's educational and other initiatives. South View funded LILSA sporadically (\$750 in 2015, \$250 in 2017, \$500 in 2019) until they started contributing \$2000 annually to Silver Sands for their monitoring and abatement program. Council is asked to consider if they would like to contribute to LILSA in 2024.

*(That a contribution of \$\_\_\_\_\_ be made to the Summer Village of Silver Sands to assist with their flowering rush monitoring and abatement initiative for the 2024 year,*

*And/or*

*That a contribution of \$\_\_\_\_\_ be made to the Lake Isle and Lac Ste Anne Water Quality Management Society (LILSA) to support the educational initiatives for the 2024 year,*

*Or,*

*That the discussion regarding a financial contribution to the Summer Village of Silver Sands and Lake Isle and Lac Ste Anne Water Quality Society (LILSA) be accepted for information.)*

g) Alberta Association of Summer Villages 2024 Annual Conference

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The Association of Summer Village of Alberta (ASVA) provides support and advocacy to Alberta's Summer Villages. The ASVA

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Annual Conference is taking place from October 17-18, 2024 at the Sandman Signature Hotel in Sherwood Park, AB. Registration is \$349 per person.

*(That Council and Administration be authorized to attend the 2024 Association of Summer Villages of Alberta Conference taking place at the Sandman Signature Hotel in Sherwood Park from October 17-18, 2024,*

Or,

*That the correspondence regarding the Association of Summer Villages 2024 Conference, taking place from October 17-18 at the Sandman Signature Hotel in Sherwood Park be accepted for information.)*

- h) Alberta Association of Summer Villages 2024 McIntosh Bulrush Award Nominations

Pg. 68 - 73

Every year the Association of Summer Villages of Alberta, at their annual Fall Conference, presents the McIntosh Bulrush Award to an individual or organization that exemplifies lake stewardship activities. Information on the award guidelines and criteria, as well as previous recipients, are available in the meeting package.

*(that \_\_\_\_\_ be nominated for the Association of Summer Villages of Alberta McIntosh Bulrush Award,*

Or,

*That the correspondence and discussion regarding the Association of Summer Villages McIntosh Bulrush Award be accepted for information.)*

- i) Local Government Fiscal Framework Memorandums of Agreement

Pg. 74-87

With the new Local Government Fiscal Framework (LGFF) for capital and operating funding starting this year, municipalities are required to enter into new funding agreements regarding these grants. The agreements are included in your meeting package and cover April 1, 2024 until March 31, 2034.

*(that the Memorandums of Agreement between His Majesty in Right of Alberta (Alberta Government) and the Summer Village of South View regarding the Local Government Fiscal Framework Capital and Operating Programs be signed and their execution authorized.)*

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j) Alberta Municipalities Summer 2024 Municipal Leaders Caucus

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Each year Alberta Municipalities holds their Summer Municipal Leaders Caucus (MLC) in various locations throughout Alberta. As there was not a meeting before MLC began, information on the MLC was forwarded, via email, to Council and Council approved the attendance of Mayor Benford at this year's Summer MLC on June 14 at the City of St. Albert.

*(That Mayor Benford's attendance at the Alberta Municipalities Summer Municipal Leaders Caucus on June 14 in St Albert be ratified.)*

k) Alberta Counsel – Funding Agreement (Grant Services)

Pg. 90-95

Earlier this year, Alberta Summer Village Association (ASVA) began the process of engaging on behalf of all members, Alberta Counsel (based in Edmonton) for a secondary municipal service to assist local authorities with grant writing. In discussions with Alberta Counsel, they indicated a willingness to provide the same service arrangement being proposed through ASVA (no retainer fee, a portion of any awarded funds) to our partner municipalities in our office. Subsequent to a meeting in early April, Administration sees significant benefits to engaging this service and giving it a try. The cost is based entirely on awarded funding, so there is no obligation to the municipality unless they receive funding through Alberta Counsel efforts. This obligation is 1.5% of the awarded fund, so very reasonable. The service includes reporting to Council and engagement with the municipality on strategic priorities and funding sources to meet those priorities. Attached is a copy of the agreement and as noted, there is no upfront cost or budget impact. The term of the contract is offered at 12 months, with an option to extend or renew, so this is not a long-term commitment if we find it just is not working for us.

*(that Council approve the Agreement with Alberta Counsel for the provision of grant research, reporting and writing services as presented, and authorize execution of same,*

Or,

*accept the information provided on the Alberta Counsel – Funding Agreement (Grant Services) as presented).*



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### l) Regional Fire Services Model

Under  
Separate  
Cover

Partnership Changes & Impact Assessment – on February 22nd, 2024 the Town of Onoway elected to withdraw from the Onoway Regional Fire Service effective March 7th, 2025. Fire Chief Ives forwarded a proposal regarding the completion of the current contract ending on December 31st, 2025 and a new proposal for a new long-term contract commencing on January 1st, 2026. Additionally, at the May 28th, 2024 fire services meeting, a report was presented, prepared by Administration, which includes specific assumptions for the withdrawal of two original partners and based on the same or similar service level and no significant financial impact. The report allows for 2025 as a transition year. Period A (term until the termination date of March 7th, 2025 – 66/365 days with 10 members) and Period B for the remainder of 2025 (prorated at 299 days with 8 members) and then for the full year 2026 moving forward (presentation and discussion forwarded separately for closed session discussion). The change in the partnership agreement(s) warrants a discussion and direction from Council on the following, with regard to the Governance Structure moving forward with the new group.

- Does Council approve (approve or approve in principal) continuing with Fire Rescue International (FRI) after the March 7th, 2025 termination of the existing agreement at costs as referenced in the Regional Fire Services Model Partnership changes and impact assessment (based on the 8 members)?
- Does Council approve (or approve in principal) continuing with FRI commencing January 2026 for a 5 or 10 year term as costs also referenced in the document?
- Does Council approve (or approve in principal) Alberta Beach being designated as Managing Partner for the purpose of insurance, licencing, external agreements (i.e. mutual aid, Parkland Dispatch) and holding of accounts, and Wildwillow Enterprises Inc. being designated Administrative Partner to Alberta Beach for the purpose of governance matters (i.e. partnership meetings, records management budgeting, invoicing, internal and external communications)?
- Does Council approve having Michelle Gallagher (Patriot Law) prepare all required agreements etc. moving forward?

Discussion to take place during Closed Session.

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*(that Council review and provide direction on the above specific steps moving forward with the new Regional Fire Services Model – Partnership Changes & Impact Assessment provided in closed session)*

m) Garbage Bins

*No Attachment*  
The 5 garbage bins in the village are aging and in need of replacement. Administration reached out to two companies to provide quotes and only one responded. Administration has received a quote to replace the bins and also to rent bins from our service provider. The cost to purchase 5 new bins is \$9070 with freight, grant funding could be used for this. We currently pay \$127.11/bin/month. If we use their bins and sign a 3-year agreement, it will be \$160/bin/month and if we sign a 5-year agreement, it will be \$150/bin/month. All these prices are subject to a 4% increase per year.

	Monthly Cost	Annual Cost
Our bin	635.55	7626.6
5-year	750	9000
3-year	800	9600
Cost of new bins		\$9,070

*(That 5 new garbage bins be purchased from Universal Handling Equipment Company Limited in the amount of \$9070 and further that the funds come from Municipal Sustainability Initiative (MSI) Capital grant funding,*

*Or,*

*That garbage bins be rented from Environmental 360 Solutions and further that a 3/5 year contract for service be approved,*

*Or,*

*Some other direction as provided by Council at meeting time.)*

n)

o)

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8. Financial: a) Income and Expense Statement as of May 31, 2024.

Under  
Separate  
Cover

*(that Council accept the Income and Expense Statement, as of May 31, 2024, for information.)*

9. Council Reports:

- a) Mayor Benford
- b) Deputy Mayor Ward
- c) Councillor Richardson

*(that Council accept Council's reports for information.)*

10. Chief Administrator's Report:

Pg. 96-97

- a) Development Officer's Report
- b) Legal contribution for fire
- c) Councillor disqualification update (appeal has been struck for failure to file his appellant factum by the deadline, but he can still apply to bring it back before a judge)
- d) Approach from County Property in South View
- e) SDAB Hearing update
- f) 2024 Capital Projects
- g) Working Well Workshop (cost \$1006.99, slightly over \$900 budget)
- h) Non-Chargeable medical calls (1 call, \$1907.07 in value)
- i) 2024 Organizational Meeting

*(that Council accept the Chief Administrative Officer's Report for information)*

11. Information and Correspondence:

Pg. 98-99

Pg 100-102

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Pg 104-106

Pg 107-108

Pg 109

- a) March 31, 2024 Community Peace Officer (CPO) Report from the Town of Mayerthorpe
- b) March 15, 2024 Development Permit 24DP01-32 for the Placement of Accessory Buildings - Amended
- c) April 30, 2024 Community Peace Officer (CPO) Report from the Town of Mayerthorpe
- d) April 4, 2024 letter from Canstar regarding the Bluecon Decentralized Wastewater Treatment System
- e) April 5, 2024 Letter from Municipal Affairs regarding the Local Government Fiscal Framework
- f) April 6, 2024 Letter from Fire Chief Ives regarding Mutual Aid Agreements

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- Pg 110 g) April 10, 2024 letter from the East End Bus Society regarding the 2024 Requisition
- Pg 111-112 h) 2024 Association of Summer Village of Alberta (ASVA) Spring Newsletter
- Pg 113-115 i) April 15, 2024 email from the Town of Onoway regarding the Onoway Regional Fire Service 2024 Operating and Capital Budgets
- Pg 116-115 j) April 25, 2024 Stop Order regarding Development without a permit at Plan 3155MC, Lot B
- Pg 126 k) April 29, 2024 Letter of non-objection regarding a seasonal dock placement at Plan 3767MC, Lot R1
- Pg 127-129 l) May 6, 2024 email from Member of Parliament, Gerald Soroka, regarding the Carbon Tax
- Pg 130-133 m) May 13, 2024 email from Alberta Municipalities President Tyler Gandam regarding their letter to Premier Smith clarifying provincial funding
- Pg 134-135 n) May 14, 2024 letter from Town of Onoway to Fire Chief Ives regarding cease-and-desist statements regarding fire services
- Pg 136-138 o) May 23, 2024 response from Fire Chief Ives regarding the Town of Onoway's May 14, 2024 letter
- Pg 139-140 p) May 20, 2024 Development Permit 24DP02-32 for the demolition of an existing dwelling and accessory Buildings
- Pg 141-142 q) May 21, 2024 letter from Minister of Municipal Affairs, Ric McIver, regarding the Local Government Fiscal Framework
- Pg 143-147 r) May 24, 2024 letter from Minister of Municipal Affairs, Ric McIver, regarding Bill 20
- Pg 148-151 s) June 3, 2024 email from the ASVA regarding the Alberta Wildfire Mitigation Strategy Survey
- Pg 152 t) June 4, 2024 media release from Member of Parliament, Gerald Soroka, regarding federal funding to help municipalities adapt to climate change
- Pg 153 u) June 6, 2024 Letter of non-objection regarding a seasonal dock placement at Block 2647KS, Block 1, Lot P
- Pg 154-166 v) June 6, 2024 letter and decision regarding the Subdivision and Development Appeal Board Hearing regarding Development Permit 18-01SV and order to remedy contravention at Plan 1720210, Block 1, Lot 12A
- Pg 167-172 w) May 10, 2024 Email from the Alberta Emergency Management Agency regarding Bill 21 – Message to DEMs
- Pg 173 x) June 10, 2024 email from Fire Chief Ives regarding our new Assistant Fire Chief
- Pg 174-179 y) June 10, 2024 email from Alberta Municipalities, on behalf of Alberta Culture, regarding Alberta Day 2024
- Pg 180-181 z) May 31, 2024 Community Peace Officer (CPO) report from the Town of Mayerthorpe

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- aa)
- bb)

*(that Council accept the above information items for information.)*

12. Open Floor Discussion with Gallery – Total Time Provision of 15 Minutes

13. Closed Meeting Session:

- a) Agenda Item 7.1 – Regional Fire Services Model
- b) Development Order

*(Pursuant to section 197(2) of the Municipal Government Act, that Council go into a closed meeting session at \_\_\_\_\_ a.m. to discuss the following: Regional Fire Services Model– disclosure harmful to business interests of a third party, FOIPP Act Section 16 and Development Order – disclosure harmful to personal privacy, FOIPP Act Section 17.)*

*(that Council come out of closed meeting at \_\_\_\_\_ a.m.)*

*(further direction as given by Council at meeting time)*

14. Next meeting: July 16, 2024 at 9:30 a.m.

15. Adjournment:

Upcoming Meetings:

- Regular Council Meeting – July 16, 2024
- Regular Council Meeting – August 20, 2024
- Regular Council Meeting – September 17, 2024

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, APRIL 16, 2024

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Mayor Sandi Benford  
Deputy Mayor Garth Ward  
Councillor Colleen Richardson

Administration: Wendy Wildman, Chief Administrative Officer (until 11:18 a.m.)  
Angela Duncan, Assistant Chief Administrative Officer

Absent: n/a

Appointments: 9:35 a.m., Laura Marcato, Seniuk & Company, Summer Village of South View Auditor

Public at Large: 2 – Via Zoom / 0 – In Person

	MOTION #	
1.	CALL TO ORDER	Mayor Benford called the meeting to order at 9:30 a.m.
2.	TREATY 6 TERRITORY LAND ACKNOWLEDGEMENT	The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries.
3.	AGENDA 064-24	<p><b>MOVED</b> by Deputy Mayor Ward that the April 16, 2024 Agenda be approved with the following additions:</p> <p>7.f) Lac Ste Anne County Fire Ban 7.g) Volunteer Clean up 7.h) July 1<sup>st</sup> appreciation event</p> <p style="text-align: right;"><b>CARRIED</b></p>
4.	MINUTES 065-24	<p><b>MOVED</b> by Councillor Richardson that the March 19, 2024 Regular Council Meeting Minutes be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
5.	APPOINTMENTS	9:35 a.m., Laura Marcato, Seniuk & Company, Summer Village of South View Auditor. Zahid Maqsoot, Seniuk & Company, presented the audited financials on behalf of Laura Marcato.

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, APRIL 16, 2024

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

	066-24	<p><b>MOVED</b> by Mayor Benford that the 2023 Summer Village of South View Audited Financial Statements be approved as reviewed and presented Zahid Maqsoot, Seniuk &amp; Company, Summer Village of South View Auditor.</p> <p style="text-align: right;"><b>CARRIED</b></p>
6.	<b>BYLAWS</b>	Bylaw 245-2024 Tax Rate Bylaw is covered under agenda item 7.b.
7.	<b>BUSINESS</b>	
	067-2024	<p><b>MOVED</b> by Deputy Mayor Ward that the 2024 Operating and Capital Budget for the Summer Village of South View be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	068-2024	<p><b>MOVED</b> by Mayor Benford that Bylaw 245-2024, a bylaw to authorize the several rates of taxation imposed for all purposes for the year 2024 for the Summer Village of South View, be given 1st reading as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	069-2024	<p><b>MOVED</b> by Mayor Benford that Bylaw 245-2024, a bylaw to authorize the several rates of taxation imposed for all purposes for the year 2024 for the Summer Village of South View, be given 2nd reading as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	070-2024	<p><b>MOVED</b> by Councillor Richardson that unanimous consent be given to consider 3<sup>rd</sup> reading of Bylaw 245-2024.</p> <p style="text-align: right;"><b>CARRIED UNANIMOUSLY</b></p>
	071-2024	<p><b>MOVED</b> by Councillor Richardson Bylaw 245-2024, a bylaw to authorize the several rates of taxation imposed for all purposes for the year 2024 for the Summer Village of South View, be given 3<sup>rd</sup> and final reading as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	072-2024	<p><b>MOVED</b> by Mayor Benford the PowerPoint presentation and discussion regarding the Municipal Status of the Summer Village of South View be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>

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TUESDAY, APRIL 16, 2024

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

	073-2024	<p><b>MOVED</b> by Councillor Richardson that the 2024 funding request, for \$100 to support watershed management, from the North Saskatchewan Watershed Alliance be approved.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	074-2024	<p><b>MOVED</b> by Deputy Mayor Ward that Family and Community Support Services Funding (FCSS) be allocated as follows:</p> <ul style="list-style-type: none"> <li>• \$500 for a screen rental for community meetings</li> <li>• \$1000 for Canada Day BBQ and volunteer and community appreciation</li> <li>• \$588 for All-Net for community communication</li> <li>• \$350 for East End Bus</li> <li>• \$800 for Firesmart Day and volunteer appreciation</li> </ul> <p>For a total of \$3238 allocated out of an available \$3894.98.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	075-2024	<p><b>MOVED</b> by Councillor Richardson that a full fire ban for the Summer Village of South View be implemented, to include Utility Task Vehicles (UTV's), All-Terrain Vehicles (ATV's), and dirt bikes, but excluding propane cooking devices (for example BBQ's) and further that the fire bylaw be brought to next meeting for review.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	076-2024	<p><b>MOVED</b> by Mayor Benford that the discussion regarding the volunteer clean-up day, which occurred during the FCSS discussion, be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	077-2024	<p><b>MOVED</b> by Mayor Benford that the discussion regarding the July 1<sup>st</sup> BBQ and volunteer and community appreciate event, which occurred during the FCSS discussion, be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
8.	<b>FINANCIAL</b>	There was no financial report for this meeting.



SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, APRIL 16, 2024

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

9.	<b>COUNCIL REPORTS</b>  078-2024	<p>Mayor Benford (email as attached to agenda, and verbal)</p> <p>Deputy Mayor Ward (email as attached to agenda, and verbal).</p> <p>Councillor Richardson (email as attached to agenda, and verbal)</p> <p><b>MOVED</b> by Deputy Mayor Ward that the Council Reports, as provided at meeting time, be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
10.	<b>CAO REPORT</b> 079-2024	<p><b>MOVED</b> by Deputy Mayor Ward that the Chief Administrators Report, as presented by Chief Administrative Officer Wendy Wildman and Assistant Chief Administrative Officer Angela Duncan, be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
11.	<b>INFORMATION AND CORRESPONDENCE</b> 080-2024	<p><b>MOVED</b> by Councillor Richardson that the following Information and Correspondence items be received for information:</p> <ul style="list-style-type: none"> <li>a) Development Permit 24DP01-32: Approval for the placement of Accessory Buildings (Two Seacans X 18.6 sq. M.)</li> <li>b) April 3, 2024 email from Alberta Municipalities President, Tyler Gandam, regarding Independent Local Elections</li> <li>c) March 28, 2024 email from Alberta Municipalities Chief Executive Officer, Dan Rude, regarding the MUNIX 2024 Annual General Meeting.</li> <li>d) January 31, 2024 letter (received on March 21, 2024) from Alberta Public Safety and Emergency Services regarding the 2024 Police Funding Model invoices</li> <li>e) March 18, 2024 letter from Municipal Affairs Minister, Ric McIver, regarding the Assessment Model Review</li> <li>f) Letter from Municipal Affairs Minister, Ric McIver, regarding Provincial Education Requisition Credit Program Extension</li> <li>g) March 20, 2024 notice of Subdivision &amp; Development Appeal Board Hearing Postponement regarding Development Permit 18-01SV</li> <li>h) March 20, 2024 notice of Subdivision &amp; Development Appeal Board Hearing Postponement regarding Development on the lands described as 42 Hillside Street</li> </ul>

SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, APRIL 16, 2024  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

		i) March 22, 2024 letter from Alberta Beach to the Town of Onoway regarding Onoway Regional Fire Services j) Yellowhead Regional Library 2023 Annual Report  <p style="text-align: right;"><b>CARRIED</b></p>
12.	<b>OPEN FLOOR DISCUSSION WITH GALLERY (15 min)</b>	There was a discussion regarding the playground and repairs and maintenance.
13.	<b>CLOSED MEETING</b>	n/a
14.	<b>NEXT MEETING</b>	The next regular Council meeting is scheduled for Tuesday, June 18, 2024 at 9:30 a.m. in a hybrid format.
15.	<b>ADJOURNMENT</b>	As there was no further business, Mayor Benford adjourned the meeting at 11:22 a.m.

\_\_\_\_\_  
 Sandi Benford, Mayor

\_\_\_\_\_  
 Chief Administrative Officer, Wendy Wildman

4.6

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
WEDNESDAY, MAY 29, 2024  
VIA ZOOM

PRESENT: Council: Mayor Sandi Benford  
Deputy Mayor Garth Ward  
Councillor Colleen Richardson

Administration: Wendy Wildman, Chief Administrative Officer  
Angela Duncan, Assistant Chief Administrative Officer

Absent: n/a

Appointments:

Public at Large: 0 – Via Zoom / 0 – In Person

	MOTION #	
1.	<b>CALL TO ORDER</b>	Mayor Benford called the meeting to order at 9:30 a.m.
2.	<b>TREATY 6 TERRITORY LAND ACKNOWLEDGEMENT</b>	The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries.
3.	<b>AGENDA</b> 081-24	<b>MOVED</b> by Deputy Mayor Ward that the May 29, 2024 Agenda be approved as presented.  <b>CARRIED</b>
4.	<b>MINUTES</b>	N/A
5.	<b>APPOINTMENTS</b>	N/A
6.	<b>BYLAWS</b>	N/A
7.	<b>BUSINESS</b> 082-2024	<b>MOVED</b> by Deputy Mayor Ward that in recognition of her 23 years of service to the Summer Village of South View, Mayor Sandi Benford be nominated for an Alberta Municipalities Distinguished Service Award.  <b>CARRIED</b>

19

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
WEDNESDAY, MAY 29, 2024  
VIA ZOOM

8.	FINANCIAL	N/A
9.	COUNCIL REPORTS	N/A
10.	CAO REPORT	N/A
11.	INFORMATION AND CORRESPONDENCE	N/A
12.	OPEN FLOOR DISCUSSION WITH GALLERY (15 min)	N/A.
13.	CLOSED MEETING	N/A
14.	NEXT MEETING	The next regular Council meeting is scheduled for Tuesday, June 18, 2024 at 9:30 a.m. in a hybrid format.
15.	ADJOURNMENT	As there was no further business, Mayor Benford adjourned the meeting at 9:57 a.m.

\_\_\_\_\_  
Sandi Benford, Mayor

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

6.a

BYLAW # ~~246-2024~~189-16

SUMMER VILLAGE OF SOUTH VIEW

BEING A BYLAW OF THE SUMMER VILLAGE OF SOUTH VIEW IN THE PROVINCE OF ALBERTA TO PROHIBIT AND CONTROL OPEN ~~BURNING FIRES AND OFF-HIGHWAY VEHICLES DURING FIRE BANS~~ WITHIN THE CORPORATE LIMITS OF THE SUMMER VILLAGE OF SOUTH VIEW.

WHEREAS in accordance with Section 7 of the Municipal Government Act, being chapter M-26 of the Statutes of Alberta, 2000 and amendments thereto.

AND WHEREAS the Council of the Summer Village of South View deems it proper and expedient to pass a Bylaw regulating open burning in the Summer Village of South View.

NOW THEREFORE the Council of the Summer Village of South View, duly assembled, hereby enact as follows:

SECTION 1 – SHORT TITLE

- 1. This Bylaw may be cited as “The ~~Burning-Fire~~ Bylaw”.

SECTION 2 – DEFINITIONS

- 2.
  - (a) “Council” means the Municipal Council of the Summer Village of South View.
  - (b) “Full Fire Ban” means no fire of any kind, whether they require a permit or not, may be ignited within the Summer Village of South View and any existing fires must be extinguished immediately. A full fire ban also bans the use of OHV’s within the Summer Village.
  - (b)(c) “Fire Advisory” means that anyone using a recreational fire is to utilize caution and that fireworks are prohibited.
  - (de) “Fire Chief” means the member appointed and approved by the ~~Onoway-Regional-Fire-Serviees~~ Summer Village’s Fire Service Provider as head of the Fire Department, or his/her designate.
  - (ed) “Fire Extinguishing Equipment” means any equipment capable, when used properly, of extinguishing burning materials.

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(f)(e) ~~“Fire Pit” means an installation which is no more than 1.0 m. (3 feet) wide and 0.6 m (2 feet) tall, has enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non combustible materials acceptable to the Fire Chief or Fire Security Personnel and is covered by a heavy gauge metal screen having a mesh size not larger than 1.25 cm. (0.5 in.).~~

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Commented [A1]: Has been adjusted to match LUB 179

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(gf) “Fire Security Personnel” means a person, organization or group appointed as Fire Security Personnel by the Summer Village of South View ~~Fire Chief~~, Administrator or Mayor and Council under this Bylaw.

(hg) “Member” means any person who is a duly appointed member of the Fire Department.

(ih) “Officer” means a Bylaw Enforcement Officer appointed ~~directly~~ by the Summer Village of South View ~~or indirectly through a contracted service provider~~ pursuant to the Municipal Government Act to enforce Bylaws, a member of the Royal Canadian Mounted Police or a Community Peace Officer.

(j) ~~“OHV” means an off-highway vehicle and includes two, three, or four wheeled vehicles that are designed to be ridden on unpaved surfaces, including, but not limited to, dirt bikes, quads, motorized trikes, and side-by-sides.~~

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(ik) “Park” means:

- i. Every public park, sports field, playground or recreation area title to which is vested in the Summer Village of South View.
- ii. Any Municipal Reserve or area used as a park, whether on a permanent or temporary basis.
- iii. Any area designated by resolution of the Summer Village as a park for the purposes of this Bylaw.
- iv. Any land acquired by the Summer Village of South View through subdivision as a Municipal Reserve.

~~(j) “Partial Fire Ban” means all fires must be confined within a non-combustible structure, container or barrel with openings covered with a heavy gauge metal screen having a mesh size not larger than twelve (12) millimeters and which is used for the purpose of cooking or burning refuse.~~

Commented [A2]: The mesh screen has been added to the definition of a “Fire Pit”. This will eliminate the need to have a constant partial ban in the village and more accurately reflects the expectations of Council. It also more closely align with the County.

- (kl) "Person" includes an individual, corporation, firm, partnership, association or body corporate, over the age of eighteen (18) years of age.
- (lm) "Portable Appliance" means any propane or gas powered appliance sold or constructed for the purpose of cooking food out of doors or a propane or gas powered device intended for small recreational fires.
- (mn) "Prohibited Debris" means material burned in accordance with all applicable statutes and Bylaws including but not limited to materials such as:
  - i. straw and stubble
  - ii. grass and weeds, except as in section 3(a)(iii)&(iv)
  - iii. leaves and tree prunings, except as in section 3(a)(iii)&(iv)
  - iv. brush and fallen trees on newly cleared land or associated with logging operations
  - v. wooden material from the construction or demolition of building
  - vi. solid waste from post and pole operation that does contain wood preservatives
  - vii. solid waste from tree harvesting operations
  - viii. animal cadavers
  - ix. animal manure
  - x. pathological waste
  - xi. non-wooden material
  - xii. combustible material in automobiles
  - xiii. tires
  - xiv. rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, including rubber or plastic attached to shredded scrap steel;
  - xv. wood or wood products containing substances for the purpose of preserving wood; and
  - xvi. household refuse including furniture.
- (on) "Recreational Fire" means a confined fire for the purpose of cooking, obtaining warmth or viewing for pleasure. A Recreational Fire may only be fueled with untreated/unpainted wood, charcoal, propane or natural gas.
- (op) "Summer Village" means the Municipal Corporation of the Summer Village of South View in the Province of Alberta.

- (pq) "Spark Arrestor" means a mesh screen with openings no larger than 1.25cm or approximately ½ inch and constructed of expanded metal (or equivalent non-combustible material) is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks unless fuel is being added to the fire.
- (qr) "Violation Tag" means a tag or similar document issued by the Summer Village of South View pursuant to Section 7 of the Municipal Government Act.
- (rs) "Violation Ticket" means a ticket issued pursuant to Part II of the Provincial Offences Procedure Act S.A. 1988, c.P-21.5, as amended and regulations thereunder.

**SECTION 3 – PROHIBITIONS**

- 3. (a) Except as provided in this Bylaw, no person shall conduct any outdoor burning unless:
  - (i) Such burning is performed under the direct supervision of an individual eighteen (18) years or older;
  - (ii) The burning is conducted in a safe manner;
  - (iii) Only pulp products (paper or cardboard), ~~and~~ dry refuse from vegetation ~~are burned; and~~ untreated/unpainted wood and/or gas or propane are burned;
  - (iv) Fire extinguishing equipment/spark arrestor is readily available at the site
- (b) No person shall burn anything within a distance of 3.0 meters from any structure, and do so using a device as allowed within this Bylaw.
- (c) No person shall conduct or cause to be conducted any burning in a park or on any other property owned or operated by the Summer Village, unless such burning occurs in a container provided by the Summer Village for that purpose or in a portable appliance.
- (d) No person shall conduct any burning or light an outdoor fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times.
- (e) No person shall conduct any burning or light an outdoor fire when weather conditions are conducive to a fire readily escaping out of control.



- (f) Every person lighting, igniting or causing a fire to be lit or ignited shall take reasonable steps to prevent it from spreading onto land other than his own, and;
- (g) No person shall deposit, discard or leave any burning matter or substance in a place where it might ignite other matter and result in fire.
- (h) No person shall conduct any burning or light an outdoor fire unless confined within an approved fire pit or portable appliance or enclosure no more than 3 feet 6 inches in diameter and no less than 1 foot in height.

**SECTION 4 – FIRE BAN ORDERS and FIRE ADVISORY**

4. Mayor and Council, Summer Village of South View Chief Administrative Officer or designate, or The Minister may issue FULL FIRE BAN ORDERS and when issued, every person shall:

~~(a) When a FIRE BAN ORDER is issued, every person shall~~ within the Summer Village of South View municipal boundaries immediately proceed to extinguishing all ~~soil fuel~~ outdoor fires (including recreational, cooking, and heating fires) lit by him/her or under his authority and every fire located on land occupied or owned by him.

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~~(b) During a fire ban, fireworks will not be allowed. not discharge any fireworks.~~

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~~(c) Not operate an OHV within the boundaries of the Summer Village.~~

~~(d) During a FIRE BAN ORDER, gas and liquid fuel outdoor appliances may be used. This includes propane & natural gas BBQ's, liquid and gas fueled camp stoves, heating appliances, and portable propane fire pits provided portable appliances are permitted on private property so long as that~~ all open flame is contained within the appliance and no sparks are generated.

5. Mayor and Council, or Summer Village of South View Chief Administrative Officer or designate may issue a FIRE ADVISORY and when issued, every person shall:

- (a) not discharge any fireworks
- (b) ensure a spark arrestor is utilized unless the fire is in a portable appliance
- (c) utilize caution

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**SECTION 5 – COOKING**

65. (a) Except as provided for in subsection (b~~2~~) it shall not be an offence under this Bylaw to cook, prepare or smoke food; providing it is an approved portable appliance as set in the definitions 2(4~~m~~),  
~~excepting~~  
~~when a FIRE BAN is in effect.~~
- (b) No person shall cook, prepare or smoke food in a park unless it is done in a portable appliance or such device or structure constructed for those purposes in the park, excepting when a FIRE BAN is in effect.

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**SECTION 6 – RECREATIONAL FIRES**

76. (a) Except as provided for in Section 6 – subsection (b) it shall not be an offence to ignite, construct or otherwise create a recreational fire, provided it is in an approved fire pit or portable appliance, excepting when a FIRE BAN is in effect.
- (b) No Person shall ignite, construct or create a recreational fire in a park unless the recreational fire occurs at a location so designated within a park or in a device or structure constructed for that purpose in the park, excepting when a FIRE BAN is in effect.

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**SECTION 7 – FIRE DEPARTMENT**

78. ———It shall not be an offence under this Bylaw for the Fire Department to conduct any burning for the purpose of fire prevention or training excepting when a FIRE BAN is in effect.

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**SECTION 8 – RECOVERY COSTS**

89. (a) Recovery of fire fighting cost:
- (i) Upon written request by ~~Onoway-Regional-Fire-Serviees~~the Summer Village's Fire Service Provider, where the Fire Department has taken any action whatsoever for the purpose of extinguishing a fire or responding to a fire call of ~~fr~~ incident in the Summer Village of South View for the purpose of preserving life or property from injury or destruction by fire or other incident on land within the Summer Village, including any action taken by the Department on a false alarm, the Chief Administrative Officer or his/her designate may in respect of any costs incurred by the Fire Department in taking such action, if the Chief Administrative Officer or his/her designate feels that proper grounds for doing so

exist, charge any costs so incurred against the land upon which the fire was extinguished, the land upon which the fire was started, or a combination thereof, as taxes due and owing in respect of that land.

~~(ii) — The costs and fees to be charged by the Summer Village of South View for services rendered pursuant to this Bylaw shall be as billed by the Town of Onoway on behalf of Onoway Regional Fire Services.~~

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#### SECTION 9 – EXEMPTIONS

910. (a) A fire permit is not required under this Bylaw for the following:
- (i) An incinerator fire; or
  - (ii) An outdoor fire or recreational fire that is set for the purposes of cooking or obtaining warmth, excepting when a FIRE BAN is in effect
  - (iii) ~~Onoway Regional Fire Services~~ Fire Service Provider will be notified of any special event fires.

#### SECTION 10 - PENALTIES

110. (a) Offences:
- (i) Any person who contravenes a provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in Schedule “A” herein.
  - (ii) Under no circumstances shall any person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
  - (iii) Nothing in this Bylaw shall be construed as curtailing or abridging the right of the Summer Village of South View to obtain compensation or maintain an action for loss of or damage to property from or against the person or persons responsible.

#### SECTION 11 – FIRE HAZARDS

142. (a) If Council finds within its Municipal boundaries on privately owned land or occupied public land conditions that in its opinion constitute a fire hazard, it may order the owner or the person in control of the land on which the fire hazard exists to reduce or remove the hazard within a fixed time and in a manner prescribed by the Council.

- (b) When Council finds that the order it made pursuant to Section 11(a) has not been carried out, it may enter on the land with any equipment and any person it considers necessary and perform any work required to eliminate or reduce the fire hazard. Any such costs incurred shall be added to the tax roll.

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#### SECTION 12 – AUTHORITY

123. (a) The Chief Administrative Officer or the Mayor and Council may limit the:
- (i) Authority and power of the Fire Security Personnel and their designates through a written description of their duties.
- (ii) Unless the powers are otherwise limited by the Administrator, each Fire Security Personnel and their designates shall have the authority and power to enforce the provisions of this Bylaw within the boundaries of the Summer Village of South View.

#### SECTION 13 – VIOLATION TAGS

134. (a) An Officer is hereby authorized and empowered to issue a Violation Tag to any person, or property owner, who the Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (b) A Violation Tag may be issued to such person:
- (i) Either personally; or
- (ii) By mailing a copy to such person at his/her last known mailing address
- (c) The Violation Tag shall be in a form approved by the Summer Village or the responsible Administrator and shall state:
- (i) The name of the person and/or address of property;
- (ii) The offence;
- (iii) The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw;
- (iv) That the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag;

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- (v) Any other information that may be required by the Summer Village of South View
- (d) Where contravention of this Bylaw is of a continuing nature, an Officer shall issue one Violation Tag for each 24-hour period that the contravention continues.
- (e) Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued, may in lieu of being prosecuted for the offence, pay to the Administration Officer the penalty specified in the Violation Tag, on or before the specified first appearance.
- (f) Nothing in this Bylaw shall prevent an officer from immediately issuing a Violation tag for the mandatory court appearance of any person who contravenes a provision in this Bylaw.

**SECTION 14 – VIOLATION TICKET**

**Commented [A3]:** Suggest we ask legal if we can simply apply the "tag" to the tax roll as money owing, where applicable.

- 145. (a) If the penalty specified in a Violation Tag is not paid within the prescribed time period, then an Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedures Act.
- (b) When a Violation Ticket is issued, a Person who wishes to plead guilty may make a voluntary payment by paying an amount equal to the specified penalty for the offence as provided for in Schedule "A" of this Bylaw.

**SECTION 15 – SEVERABILITY**

156. Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

17. This Bylaw repeals Bylaw No. 189-16 and comes into full force and effect upon third and final reading.

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THIS BYLAW SHALL COME INTO FULL FORCE AND EFFECT UPON THE THIRD AND FINAL READING THEREOF.

READ A FIRST TIME THIS 2nd 18 DAY OF November June, 202416.

READ A SECOND TIME THIS 2nd DAY OF November, 202416.

READ A THIRD AND FINAL TIME THIS 2nd DAY OF  
November, 202416.

SIGNED BY THE MAYOR AND C.A.O. THIS 2nd DAY OF  
November, 202416.

\_\_\_\_\_  
Mayor,  
Sandi Benford

\_\_\_\_\_  
Chief Administrative Officer,  
Wendy Wildman

**SCHEDULE "A"**

<u>Section</u>	<u>Particulars</u>	<u>Penalty</u>	<u>Second or Subsequent Offence</u>
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Bylaw 189-16246-2024 Fire Services Bylaw  
Page 10

3(a)(i)	No adult supervision	\$250.00	\$500.00
3(a)(ii)	Unsafe burning	\$250.00	\$500.00
3(a)(iii)	Prohibited material	\$250.00	\$500.00
3(a)(iv)	No fire extinguishing equipment	\$250.00	\$500.00
3(b)	Too close to structure	\$250.00	\$500.00
3(c)	Burning in park	\$250.00	\$500.00
3(d)	Insufficient precautions	\$250.00	\$500.00
3(e)	Unsafe weather	\$250.00	\$500.00
3(f)	Danger of spreading fire	\$250.00	\$500.00
3(g)	Burning unsafe matter	\$250.00	\$500.00
3(h)	Failure to comply with pit enclosure size	\$250.00	\$500.00
5(b)	Cooking in park	\$250.00	\$500.00
6(b)	Recreational fire in park	\$250.00	\$500.00

Failure to follow Fire Ban when in effect:

First Offence:	\$1,000.00
Second Offence:	\$2,000.00
Third and subsequent Offence:	\$5,000.00 per offence

**BYLAW # 246-2024**

**SUMMER VILLAGE OF SOUTH VIEW**

**BEING A BYLAW OF THE SUMMER VILLAGE OF SOUTH VIEW IN THE PROVINCE OF ALBERTA TO PROHIBIT AND CONTROL OPEN FIRES AND OFF-HIGHWAY VEHICLES DURING FIRE BANS WITHIN THE CORPORATE LIMITS OF THE SUMMER VILLAGE OF SOUTH VIEW.**

WHEREAS in accordance with Section 7 of the Municipal Government Act, being chapter M-26 of the Statutes of Alberta, 2000 and amendments thereto.

AND WHEREAS the Council of the Summer Village of South View deems it proper and expedient to pass a Bylaw regulating open burning in the Summer Village of South View.

NOW THEREFORE the Council of the Summer Village of South View, duly assembled, hereby enact as follows:

**SECTION 1 – SHORT TITLE**

1. This Bylaw may be cited as “The Fire Bylaw”.

**SECTION 2 – DEFINITIONS**

2.
  - (a) “Council” means the Municipal Council of the Summer Village of South View.
  - (b) “Full Fire Ban” means no fire of any kind, whether they require a permit or not, may be ignited within the Summer Village of South View and any existing fires must be extinguished immediately. A full fire ban also bans the use of OHV’s within the Summer Village.
  - (c) “Fire Advisory” means that anyone using a recreational fire is to utilize caution and that fireworks are prohibited.
  - (d) “Fire Chief” means the member appointed and approved by the Summer Village’s Fire Service Provider as head of the Fire Department, or his/her designate.
  - (e) “Fire Extinguishing Equipment” means any equipment capable, when used properly, of extinguishing burning materials.



- (f) “Fire Pit” means an installation which is no more than 1.0 m. (3 feet) wide and 0.6 m (2 feet) tall, has enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non combustible materials acceptable to the Fire Chief or Fire Security Personnel and is covered by a heavy gauge metal screen having a mesh size not larger than 1.25 cm. (0.5 in.).
- (g) “Fire Security Personnel” means a person, organization or group appointed as Fire Security Personnel by the Summer Village of South View Fire Chief, Administrator or Mayor and Council under this Bylaw.
- (h) “Member” means any person who is a duly appointed member of the Fire Department.
- (i) “Officer” means a Bylaw Enforcement Officer appointed directly by the Summer Village of South View or indirectly through a contracted service provider pursuant to the Municipal Government Act to enforce Bylaws, a member of the Royal Canadian Mounted Police or a Community Peace Officer.
- (j) “OHV” means an off-highway vehicle and includes two, three, or four wheeled vehicles that are designed to be ridden on unpaved surfaces, including, but not limited to, dirt bikes, quads, motorized trikes, and side-by-sides.
- (k) “Park” means:
  - i. Every public park, sports field, playground or recreation area title to which is vested in the Summer Village of South View.
  - ii. Any Municipal Reserve or area used as a park, whether on a permanent or temporary basis.
  - iii. Any area designated by resolution of the Summer Village as a park for the purposes of this Bylaw.
  - iv. Any land acquired by the Summer Village of South View through subdivision as a Municipal Reserve.
- (l) “Person” includes an individual, corporation, firm, partnership, association or body corporate, over the age of eighteen (18) years of age.
- (m) “Portable Appliance” means any propane or gas powered appliance sold or constructed for the purpose of cooking food out of doors or

a propane or gas powered device intended for small recreational fires.

- (n) “Prohibited Debris” means material burned in accordance with all applicable statutes and Bylaws including but not limited to materials such as:
- i. straw and stubble
  - ii. grass and weeds, except as in section 3(a)(iii)&(iv)
  - iii. leaves and tree prunings, except as in section 3(a)(iii)&(iv)
  - iv. brush and fallen trees on newly cleared land or associated with logging operations
  - v. wooden material from the construction or demolition of building
  - vi. solid waste from post and pole operation that does contain wood preservatives
  - vii. solid waste from tree harvesting operations
  - viii. animal cadavers
  - ix. animal manure
  - x. pathological waste
  - xi. non-wooden material
  - xii. combustible material in automobiles
  - xiii. tires
  - xiv. rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, including rubber or plastic attached to shredded scrap steel;
  - xv. wood or wood products containing substances for the purpose of preserving wood; and
  - xvi. household refuse including furniture.
- (o) “Recreational Fire” means a confined fire for the purpose of cooking, obtaining warmth or viewing for pleasure. A Recreational Fire may only be fueled with untreated/unpainted wood, charcoal, propane or natural gas.
- (p) “Summer Village” means the Municipal Corporation of the Summer Village of South View in the Province of Alberta.
- (q) “Spark Arrestor” means a mesh screen with openings no larger than 1.25cm or approximately ½ inch and constructed of expanded metal (or equivalent non-combustible material) is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks unless fuel is being added to the fire.

- (r) “Violation Tag” means a tag or similar document issued by the Summer Village of South View pursuant to Section 7 of the Municipal Government Act.
- (s) “Violation Ticket” means a ticket issued pursuant to Part II of the Provincial Offences Procedure Act S.A. 1988, c.P-21.5, as amended and regulations thereunder.

### **SECTION 3 – PROHIBITIONS**

- 3. (a) Except as provided in this Bylaw, no person shall conduct any outdoor burning unless:
  - (i) Such burning is performed under the direct supervision of an individual eighteen (18) years or older;
  - (ii) The burning is conducted in a safe manner;
  - (iii) Only pulp products (paper or cardboard), dry refuse from vegetation, untreated/unpainted wood and/or gas or propane are burned;
  - (iv) Fire extinguishing equipment/spark arrestor is readily available at the site
- (b) No person shall burn anything within a distance of 3.0 meters from any structure, and do so using a device as allowed within this Bylaw.
- (c) No person shall conduct or cause to be conducted any burning in a park or on any other property owned or operated by the Summer Village, unless such burning occurs in a container provided by the Summer Village for that purpose or in a portable appliance.
- (d) No person shall conduct any burning or light an outdoor fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times.
- (e) No person shall conduct any burning or light an outdoor fire when weather conditions are conducive to a fire readily escaping out of control.
- (f) Every person lighting, igniting or causing a fire to be lit or ignited shall take reasonable steps to prevent it from spreading onto land other than his own, and;

- (g) No person shall deposit, discard or leave any burning matter or substance in a place where it might ignite other matter and result in fire.
- (h) No person shall conduct any burning or light an outdoor fire unless confined within an approved fire pit or portable appliance.

**SECTION 4 – FIRE BAN ORDERS and FIRE ADVISORY**

- 4. Mayor and Council, Summer Village of South View Chief Administrative Officer or designate, or The Minister may issue FULL FIRE BAN ORDERS and when issued, every person shall:
  - (a) within the Summer Village of South View municipal boundaries immediately proceed to extinguish all outdoor fires (including recreational, cooking, and heating fires) lit by him/her or under his authority and every fire located on land occupied or owned by him.
  - (b) not discharge any fireworks.
  - (c) Not operate an OHV within the boundaries of the Summer Village.
  - (d) During a FIRE BAN ORDER, portable appliances are permitted on private property so long as all open flame is contained within the appliance and no sparks are generated.
- 5. Mayor and Council, or Summer Village of South View Chief Administrative Officer or designate may issue a FIRE ADVISORY and when issued, every person shall:
  - (a) not discharge any fireworks
  - (b) ensure a spark arrestor is utilized unless the fire is in a portable appliance
  - (c) utilize caution

**SECTION 5 – COOKING**

- 6.
  - (a) Except as provided for in subsection (b) it shall not be an offence under this Bylaw to cook, prepare or smoke food; providing it is an approved portable appliance as set in the definitions 2(m).
  - (b) No person shall cook, prepare or smoke food in a park unless it is done in a portable appliance or such device or structure constructed for those purposes in the park, excepting when a FIRE BAN is in effect.

**SECTION 6 – RECREATIONAL FIRES**

7. (a) Except as provided for in Section 6 – subsection (b) it shall not be an offence to ignite, construct or otherwise create a recreational fire, provided it is in an approved fire pit or portable appliance, excepting when a FIRE BAN is in effect.
- (b) No Person shall ignite, construct or create a recreational fire in a park unless the recreational fire occurs at a location so designated within a park or in a device or structure constructed for that purpose in the park, excepting when a FIRE BAN is in effect.

#### **SECTION 7 – FIRE DEPARTMENT**

8. It shall not be an offence under this Bylaw for the Fire Department to conduct any burning for the purpose of fire prevention or training excepting when a FIRE BAN is in effect.

#### **SECTION 8 – RECOVERY COSTS**

9. (a) Recovery of fire fighting cost:
  - (i) Upon written request by the Summer Village’s Fire Service Provider, where the Fire Department has taken any action whatsoever for the purpose of extinguishing a fire or responding to a fire call or incident in the Summer Village of South View for the purpose of preserving life or property from injury or destruction by fire or other incident on land within the Summer Village, including any action taken by the Department on a false alarm, the Chief Administrative Officer or his/her designate may in respect of any costs incurred by the Fire Department in taking such action, if the Chief Administrative Officer or his/her designate feels that proper grounds for doing so exist, charge any costs so incurred against the land upon which the fire was extinguished, the land upon which the fire was started, or a combination thereof, as taxes due and owing in respect of that land.

#### **SECTION 9 – EXEMPTIONS**

10. (a) A fire permit is not required under this Bylaw for the following:
  - (i) An incinerator fire; or
  - (ii) An outdoor fire or recreational fire that is set for the purposes of cooking or obtaining warmth, excepting when a FIRE BAN is in effect

- (iii) **Fire Service Provider will be notified of any special event fires.**

**SECTION 10 - PENALTIES**

- 11. (a) Offences:
  - (i) Any person who contravenes a provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in Schedule “A” herein.
  - (ii) Under no circumstances shall any person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
  - (iii) Nothing in this Bylaw shall be construed as curtailing or abridging the right of the Summer Village of South View to obtain compensation or maintain an action for loss of or damage to property from or against the person or persons responsible.

**SECTION 11 – FIRE HAZARDS**

- 12. (a) If Council finds within its Municipal boundaries on privately owned land or occupied public land conditions that in its opinion constitute a fire hazard, it may order the owner or the person in control of the land on which the fire hazard exists to reduce or remove the hazard within a fixed time and in a manner prescribed by the Council.
- (b) When Council finds that the order it made pursuant to Section 11(a) has not been carried out, it may enter on the land with any equipment and any person it considers necessary and perform any work required to eliminate or reduce the fire hazard. Any such costs incurred shall be added to the tax roll.

**SECTION 12 – AUTHORITY**

- 13. (a) The Chief Administrative Officer or the Mayor and Council may limit the:
  - (i) Authority and power of the Fire Security Personnel and their designates through a written description of their duties.
  - (ii) Unless the powers are otherwise limited by the Administrator, each Fire Security Personnel and their designates shall have the authority and power to enforce the provisions of this Bylaw within the boundaries of the Summer Village of South View.

### **SECTION 13 – VIOLATION TAGS**

14. (a) An Officer is hereby authorized and empowered to issue a Violation Tag to any person, or property owner, who the Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (b) A Violation Tag may be issued to such person:
- (i) Either personally; or
  - (ii) By mailing a copy to such person at his/her last known mailing address
- (c) The Violation Tag shall be in a form approved by the Summer Village or the responsible Administrator and shall state:
- (i) The name of the person and/or address of property;
  - (ii) The offence;
  - (iii) The appropriate penalty for the offence as specified in Schedule “A” of this Bylaw;
  - (iv) That the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag;
  - (v) Any other information that may be required by the Summer Village of South View
- (d) Where contravention of this Bylaw is of a continuing nature, an Officer shall issue one Violation Tag for each 24-hour period that the contravention continues.
- (e) Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued, may in lieu of being prosecuted for the offence, pay to the Administration Officer the penalty specified in the Violation Tag, on or before the specified first appearance.
- (f) Nothing in this Bylaw shall prevent an officer from immediately issuing a Violation tag for the mandatory court appearance of any person who contravenes a provision in this Bylaw.

### **SECTION 14 – VIOLATION TICKET**

15. (a) If the penalty specified in a Violation Tag is not paid within the prescribed time period, then an Officer is hereby authorized and empowered to issue

a Violation Ticket pursuant to Part II of the Provincial Offences Procedures Act.

- (b) When a Violation Ticket is issued, a Person who wishes to plead guilty may make a voluntary payment by paying an amount equal to the specified penalty for the offence as provided for in Schedule "A" of this Bylaw.

**SECTION 15 – SEVERABILITY**

- 16. Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.
- 17. This Bylaw repeals Bylaw No. 189-16 and comes into full force and effect upon third and final reading.

THIS BYLAW SHALL COME INTO FULL FORCE AND EFFECT UPON THE THIRD AND FINAL READING THEREOF.

READ A FIRST TIME THIS 18 DAY OF June, 2024.

READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

READ A THIRD AND FINAL TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SIGNED BY THE MAYOR AND C.A.O. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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Mayor,  
Sandi Benford

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Chief Administrative Officer,  
Wendy Wildman



**SCHEDULE "A"**

<b><u>Section</u></b>	<b><u>Particulars</u></b>	<b><u>Penalty</u></b>	<b><u>Second or Subsequent Offence</u></b>
3(a)(i)	No adult supervision	\$250.00	\$500.00
3(a)(ii)	Unsafe burning	\$250.00	\$500.00
3(a)(iii)	Prohibited material	\$250.00	\$500.00
3(a)(iv)	No fire extinguishing equipment	\$250.00	\$500.00
3(b)	Too close to structure	\$250.00	\$500.00
3(c)	Burning in park	\$250.00	\$500.00
3(d)	Insufficient precautions	\$250.00	\$500.00
3(e)	Unsafe weather	\$250.00	\$500.00
3(f)	Danger of spreading fire	\$250.00	\$500.00
3(g)	Burning unsafe matter	\$250.00	\$500.00
3(h)	Failure to comply with pit enclosure size	\$250.00	\$500.00
5(b)	Cooking in park	\$250.00	\$500.00
6(b)	Recreational fire in park	\$250.00	\$500.00

**Failure to follow Fire Ban when in effect:**

First Offence:	\$1,000.00
Second Offence:	\$2,000.00
Third and subsequent Offence:	\$5,000.00 per offence

7.a

## South View Five Year Capital Plan

Capital Revenue							
Revenue Source for Capital	Opening	2024	2025	2026	2027	2028	2029
Carry forward from previous year		381,136	280,024	103,976	177,928	251,880	325,832
*MSI - Capital (to 2023) then LGFF replaces (2026-2029 is estimated)	291,775	68,409	69,758	69,758	69,758	69,758	69,758
CCBF (former Gas Tax Fund)(to 2024)(2024-2029 is estimated)	89,361	9,194	9,194	9,194	9,194	9,194	9,194
Debentures							
Taxes							
Reserve Transfers (LUB Update)		13,215					
Other							
<b>Sub-Total</b>	<b>\$ 381,136</b>	<b>\$ 471,954</b>	<b>\$ 358,976</b>	<b>\$ 182,928</b>	<b>\$ 256,880</b>	<b>\$ 330,832</b>	<b>\$ 404,784</b>

Capital Expenses							
Capital Projects	Opening	2024	2025	2026	2027	2028	2029
<b>Currently Active/Open Capital</b>							
Fire Smart (brush/trees)		4,000					
Land Use Bylaw Update		13,215					
Regional Sewer		1,500					
<b>Sub-Total</b>	<b>\$ -</b>	<b>\$ 18,715</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Proposed Capital</b>							
Playground Upgrades		\$ 40,000					
WILD Water (join commission)(53K + 15K)							
Land Use Bylaw Update		\$ 13,215					
Fire Smart (brush/trees)		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Water Suppression Tank							
Regional Sewer			\$ 150,000				
Boat Launch Upgrades		\$ 50,000					
Road Paving (Shared Road with LSA)			\$ 100,000				
Speed Indicator Sign							
Drainage (2024 Lakeview Ave)		\$ 65,000					
<b>Sub-Total</b>	<b>\$ -</b>	<b>\$ 173,215</b>	<b>\$ 255,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Total Expenses/Commitments</b>	<b>\$ -</b>	<b>\$ 191,930</b>	<b>\$ 255,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>

<b>Net Capital Budget</b>	<b>\$ 381,136</b>	<b>\$ 280,024</b>	<b>\$ 103,976</b>	<b>\$ 177,928</b>	<b>\$ 251,880</b>	<b>\$ 325,832</b>	<b>\$ 399,784</b>
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<b>Deferred Revenue (Carry forward to next year's funding)</b>	<b>\$ 381,136</b>	<b>\$ 280,024</b>	<b>\$ 103,976</b>	<b>\$ 177,928</b>	<b>\$ 251,880</b>	<b>\$ 325,832</b>	<b>\$ 399,784</b>
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<u>Reserve Accounts</u>	
Operating as at December 31, 2023	\$ 67,503
Capital as at December 31, 2023	95,377
2024 Budgeted Transfers to Reserves	6,028
2024 Budgeted Use of Reserves	- 24,475
<b>Total Reserves</b>	<b>\$ 144,433</b>

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# South View - Operating Budgets

(Operating Expenses - Projection Including 4-Year Forecast)

Function Council	2023 Budget		2023 Actual		Difference		% A		Code A		Code B		Code C		Code D		Code E		Code F		Code G		Code H		Fuel/Energy		Per Policy/Agree		1.07		
	2023 Budget	2023 Actual	2023 Budget	2023 Actual	B - A	% A	1.05	1.02	Contract 3%	Contract 4%	Contract 5%	Adm. Est	1.05	n/a	1.05	1.04	1.03	1.02	1.01	1.00	1.07	1.06	1.05	1.04	1.03	1.02	1.01	1.00	Calc.		
Development	\$ 1,000	\$ 1,707	\$ (707)	-71%																											
Meeting Fees	\$ 6,500	\$ 7,425	\$ (925)	-14%																											
Monthly Reimburse (140/month)	\$ 5,040	\$ 3,570	\$ 1,470	29%																											
Travel & Subsistence	\$ 4,000	\$ 5,710	\$ (1,710)	-43%																											
SVLACE Committee Fees	\$ 600	\$ 579	\$ 21	4%																											
Emergency Management (moved in 2024 to Services)	\$ 8,000	\$ 9,644	\$ (1,644)	-21%																											
Public Relations & Promo	\$ 300	\$ 585	\$ (285)	-95%																											
Council Emails																															
Integrity Commissioner																															
<b>Sub Total</b>	\$ 25,440	\$ 29,220	\$ (3,780)	-15%																											
<b>Administration</b>																															
Election & Census	\$ -	\$ 5,166	\$ (5,166)	0%																											
Administrator Contract (2%)	\$ 54,315	\$ 54,314	\$ 1	0%																											
Admin Additional Work (MAP)																															
Admin Development	\$ -	\$ 500	\$ (500)	#DIV/0!																											
W.C.B.	\$ 525	\$ 567	\$ (42)	-8%																											
Travel & Subsistence	\$ 2,000	\$ 2,304	\$ (304)	-15%																											
Postage \ Phone \ Storage	\$ 4,500	\$ 4,655	\$ (155)	-3%																											
Advertising & Printing	\$ 2,500	\$ 2,673	\$ (173)	-7%																											
Memberships Dues	\$ 1,650	\$ 1,653	\$ (3)	0%																											
Auditor	\$ 3,700	\$ 4,085	\$ (385)	-10%																											
Assessment	\$ 5,520	\$ 5,520	\$ -	0%																											
Assessment Review Board	\$ 835	\$ 835	\$ 15	2%																											
SDAB Board	\$ 300	\$ 300	\$ -	0%																											
Legal Fees	\$ 15,000	\$ 22,752	\$ (7,752)	-52%																											
Insurance	\$ 4,500	\$ 4,442	\$ 58	0%																											
Computer Support \ Website	\$ 1,600	\$ 1,855	\$ (255)	-16%																											
Public Relations & Promo	\$ -	\$ 500	\$ (500)	0%																											
Meeting Room Fees	\$ -	\$ -	\$ -	0%																											
Bank Charges \ Penalties	\$ 400	\$ 50	\$ 350	0%																											
Land Title Charges	\$ 50	\$ 20	\$ 30	0%																											
Tax Rebates \ Cancellations	\$ -	\$ -	\$ -	0%																											
Integrity Commissioner (Moved in 2024 to Council)	\$ 1,000	\$ 1,000	\$ -	0%																											
<b>Total</b>	\$ 98,410	\$ 113,191	\$ (14,781)	-15%																											

7.6

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Code A	Standard	1.05 Code C	Contract 3%	1.03 Code E	Contract 5%	1.07
Code B	Contract 2%	1.02 Code D	Contract 4%	1.04 Code F	Adm. Est	Calc.
					Fuel/Energy	
					Per Policy/Agree	

Function	2023 Budget	2023 Actual	Difference	% Δ	2024 Budget	Code	Rate	2025	2026	2027	2028	2029
<b>Public Works / Roads</b>												
Contracted Services	\$ 3,000	\$ 3,772	\$ (772)	0%	\$ 3,500	B	1.02	\$ 3,570	\$ 3,641	\$ 3,714	\$ 3,789	\$ 3,864
Snow Removal \ Grading \ Sanding	\$ 7,500	\$ 1,955	\$ 5,545	0%	\$ 7,500	B	1.02	\$ 7,650	\$ 7,803	\$ 7,959	\$ 8,118	\$ 8,281
Street Sweeping	\$ 1,500	\$ 1,350	\$ 150	0%	\$ 1,500	B	1.02	\$ 1,530	\$ 1,592	\$ 1,624	\$ 1,624	\$ 1,656
Repairs \ Potholes\Crackfill	\$ 3,000	\$ 4,433	\$ (1,433)	-48%	\$ 3,000	F	1.02	\$ 3,060	\$ 3,121	\$ 3,184	\$ 3,247	\$ 3,312
Supplies	\$ 250	\$ 250	\$ 0	0%	\$ 250	H	1.02	\$ 255	\$ 260	\$ 265	\$ 271	\$ 276
Signs	\$ 300	\$ 46	\$ 254	0%	\$ 300	F	1.02	\$ 306	\$ 312	\$ 318	\$ 325	\$ 331
Street Lights	\$ 14,000	\$ 14,317	\$ (317)	-2%	\$ 15,200	A	1.05	\$ 15,960	\$ 16,758	\$ 17,596	\$ 18,476	\$ 19,399
<b>Total</b>	\$ 29,550	\$ 25,873	\$ 3,677	12%	\$ 31,250			\$ 32,331	\$ 33,456	\$ 34,628	\$ 35,849	\$ 37,120
<b>Drainage</b>												
General Supplies	\$ -	\$ -	\$ -	-	\$ -	F		\$ -	\$ -	\$ -	\$ -	\$ -
Drainage Study	\$ -	\$ -	\$ -	-	\$ -	F		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
<b>Lagoon / Sewer</b>												
Lagoon/Sewer Capital Maintenance	\$ -	\$ -	\$ -	-	\$ -	F		\$ -	\$ -	\$ -	\$ -	\$ -
Lagoon/Sewer Operating	\$ -	\$ -	\$ -	-	\$ -	F		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
<b>Solid Waste Collection</b>												
Collection (Calahoo Waste)	\$ 7,500	\$ 6,887	\$ 613	8%	\$ 7,500	A	1.01	\$ 7,575	\$ 7,651	\$ 7,727	\$ 7,805	\$ 7,883
Large Bin Clean Up (Every 2 Years)	\$ 3,000	\$ 3,719	\$ (719)	0%	\$ -	F	1.02	\$ 4,000	\$ -	\$ 4,200	\$ -	\$ 4,410
Waste Commission (Hwy 43)	\$ -	\$ -	\$ -	#DIV/0!	\$ -	F		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 10,500	\$ 10,606	\$ (106)	-1%	\$ 7,500			\$ 11,575	\$ 7,651	\$ 11,927	\$ 7,805	\$ 12,293
<b>Municipal Planning</b>												
D.O. Contract	\$ 4,800	\$ 4,800	\$ -	0%	\$ 4,800	F	1.02	\$ 4,896	\$ 4,994	\$ 5,094	\$ 5,196	\$ 5,300
D.O. Meetings \ Mileage	\$ 650	\$ -	\$ 650	100%	\$ 500	F	1.02	\$ 510	\$ 520	\$ 531	\$ 541	\$ 552
Development Permits	\$ 1,000	\$ 1,250	\$ (250)	-25%	\$ 1,000	F	1.02	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082	\$ 1,104
Development Enforcement	\$ 2,000	\$ 2,598	\$ (598)	-30%	\$ 2,500	F	1.02	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706	\$ 2,760
Municipal Planning	\$ 500	\$ 500	\$ 0	100%	\$ -	F	1.02	\$ -	\$ -	\$ -	\$ -	\$ -
Safety Codes Admin	\$ 2,000	\$ 2,000	\$ 0	0%	\$ 2,071	F	1.02	\$ 2,112	\$ 2,155	\$ 2,198	\$ 2,242	\$ 2,287
<b>Total</b>	\$ 10,950	\$ 10,648	\$ 302	3%	\$ 10,871			\$ 11,088	\$ 11,310	\$ 11,536	\$ 11,767	\$ 12,002
<b>Libraries</b>												
Library (YRL)	\$ 358	\$ 277	\$ 81	23%	\$ 319	F	1.02	\$ 319	\$ 300	\$ 306	\$ 312	\$ 318
<b>Total</b>	\$ 358	\$ 277	\$ 81		\$ 319			\$ 319	\$ 300	\$ 306	\$ 312	\$ 318
<b>Family &amp; Community Support Services</b>												
FCSS (Prov/Admin)	\$ 4,385	\$ 3,168	\$ 1,217	28%	\$ 4,583	F	1.02	\$ 4,583	\$ 4,675	\$ 4,768	\$ 4,864	\$ 4,961
FCSS (Vol Picnic/All-Net)	\$ 1,555	\$ 1,364	\$ 191	12%	\$ -	F	1.02	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 5,940	\$ 4,532	\$ 1,408		\$ 4,583			\$ 4,583	\$ 4,675	\$ 4,768	\$ 4,864	\$ 4,961

Code A	Standard Contract 2%	1.05 Code C	Contract 3%	1.03 Code E	Contract 5%	1.05 Code G	Fuel/Energy	1.07
Code B		1.02 Code D	Contract 4%	1.04 Code F	Adm. Est	n/a Code H	Per Policy/Agree	Calc.

Function	2023 Budget		2023 Actual		Difference	% Δ	2024 Budget		Rate	2025	2026	2027	2028	2029	
Recreation & Parks	Tree Removal	\$ 5,000	\$ 3,875	\$ 5,000	\$ 1,125	23%	\$ 5,000	\$ 5,000	A	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078	\$ 6,381	
	Grass Cutting (Contract to 2026)	\$ 30,000	\$ 29,939	\$ 30,000	\$ 61	0%	\$ 31,065	\$ 31,065	A	\$ 32,618	\$ 34,249	\$ 35,962	\$ 37,760	\$ 39,648	
	Ring/Fall Cleanup (now inc. in above budget)/Brush Clear	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	A	\$ -	\$ -	\$ -	\$ -	
	Pora Poty (Jun-Oct)	\$ 800	\$ -	\$ 800	\$ 800	\$ 800	100%	\$ -	\$ -	A	\$ -	\$ -	\$ -	\$ -	
	Equip & Suppl (Fuel, String)	\$ 500	\$ 1,035	\$ 500	\$ (535)	\$ (535)	-107%	\$ 500	\$ 500	A	\$ 525	\$ 551	\$ 579	\$ 608	
	Weed Inspections	\$ 250	\$ 239	\$ 250	\$ 11	\$ 11	4%	\$ 250	\$ 250	A	\$ 263	\$ 276	\$ 289	\$ 304	
	Lake Weed Cutting (LIAMS)	\$ 3,000	\$ 6,600	\$ 3,000	\$ (3,600)	\$ (3,600)	-120%	\$ 6,600	\$ 6,600	A	\$ 6,930	\$ 7,277	\$ 7,640	\$ 8,022	
	East End Bus	\$ 350	\$ 350	\$ 350	\$ -	\$ -	0%	\$ 350	\$ 350	A	\$ 368	\$ 386	\$ 405	\$ 425	
	Boat Launch	\$ -	\$ 5,990	\$ -	\$ (5,990)	\$ (5,990)	-100%	\$ -	\$ -	F	\$ -	\$ -	\$ -	\$ -	
	<b>Total</b>	\$ 39,900	\$ 48,028	\$ 48,028	\$ (8,128)	\$ (8,128)	-20%	\$ 43,765	\$ 43,765		\$ 45,953	\$ 48,251	\$ 50,663	\$ 53,197	\$ 55,856
Services (126 Parcels)	Library (Local)(donation to Darwell Library)	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0%	\$ 1,000	\$ 1,000	E	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082	\$ 1,104	
	Recreation- LSA Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	E	\$ 510	\$ 520	\$ 531	\$ 541	\$ 552	
	Fire Suppression Fees (incl Firesmart grant proj)	\$ 13,440	\$ 13,401	\$ 13,440	\$ 39	\$ 39	0%	\$ 15,000	\$ 15,000	E	\$ 15,750	\$ 16,538	\$ 17,364	\$ 18,233	\$ 19,144
	Fire Incident Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
	CPO Meyerthorpe (\$6,615 & Mileage)	\$ 7,000	\$ 8,399	\$ 7,000	\$ (1,399)	\$ (1,399)	-20%	\$ 8,500	\$ 8,500	F	\$ 8,670	\$ 8,843	\$ 9,020	\$ 9,201	\$ 9,385
	Provincial Policing (collect remainder under reserve account - \$3,417 each year over 5 years)	\$ 3,252	\$ 3,207	\$ 3,252	\$ 45	\$ 45	0%	\$ 4,512	\$ 4,512	F	\$ 4,738	\$ 4,974	\$ 5,223	\$ 5,484	\$ 5,759
	Emergency Management	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,000	\$ 9,000	f	\$ 9,180	\$ 9,364	\$ 9,551	\$ 9,742	\$ 9,937
	<b>Total</b>	\$ 24,692	\$ 26,007	\$ 26,007	\$ (1,315)	\$ (1,315)	-5%	\$ 38,512	\$ 38,512		\$ 39,868	\$ 41,280	\$ 42,751	\$ 44,283	\$ 45,880
	Planned Reserve Contributions	Sustainability Reserve (1/2 MSHO)	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ 171	\$ 171	A	\$ 171	\$ -	\$ -	\$ -	\$ -
		Tree Removal Reserve	\$ 1,050	\$ -	\$ 1,050	\$ 1,050	100%	\$ 1,103	\$ 1,103	A	\$ 1,158	\$ 1,216	\$ 1,277	\$ 1,341	\$ 1,408
Snow Removal Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	A	\$ -	\$ -	\$ -	\$ -	
Legal Reserve		\$ 1,050	\$ 788	\$ 1,050	\$ 262	\$ 262	100%	\$ 1,103	\$ 1,103	A	\$ 1,158	\$ 1,216	\$ 1,277	\$ 1,341	
Election Reserve		\$ 788	\$ 1,500	\$ 788	\$ (712)	\$ (712)	-90%	\$ 828	\$ 828	A	\$ 869	\$ 913	\$ 959	\$ 1,006	
Large Bin Reserve		\$ 1,260	\$ -	\$ 1,260	\$ (240)	\$ (240)	-19%	\$ 1,323	\$ 1,323	A	\$ 1,389	\$ 1,459	\$ 1,500	\$ 1,500	
Map Review Reserve		\$ 165	\$ -	\$ 165	\$ (165)	\$ (165)	-100%	\$ 500	\$ 500	A	\$ 525	\$ 551	\$ 579	\$ 608	
Provincial Policing Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	A	\$ -	\$ -	\$ -	\$ -	
Appeal Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000	\$ 1,000	A	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216	
<b>Total</b>		\$ 4,313	\$ 1,500	\$ 1,500	\$ 2,813	\$ 2,813	65%	\$ 6,028	\$ 6,028		\$ 6,321	\$ 6,457	\$ 6,749	\$ 7,011	\$ 7,287
Amortization	Annual Amortization	\$ -	\$ 46,259	\$ -	\$ (46,259)	#DIV/0!	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total</b>	\$ -	\$ 46,259	\$ -	\$ (46,259)	#DIV/0!	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 250,053	\$ 316,141	\$ 316,141	\$ (66,088)	\$ (66,088)	-26%	\$ 284,973	\$ 284,973		\$ 286,942	\$ 286,900	\$ 300,589	\$ 306,217	\$ 326,100	

Increase from Prior Year \$ 1,969 \$ (42) \$ 13,689 \$ 5,627 \$ 19,884

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Code A	Standard	1.05 Code C	Contract 3%	1.03 Code E	Contract 5%	1.05 Code G	Fuel/Energy	1.07
Code B	Contract 2%	1.02 Code D	Contract 4%	1.04 Code F	Adm. Est	n/a	Per Policy/Agree	Calc.

Function	2023 Budget		2023 Actual		Difference	% A	2024 Budget				Rate	2025	2026	2027	2028	2029
	2023 Budget	2023 Actual	2023 Actual	Difference			2024 Budget	2024 Budget	2025	2026						
(Operating Income - Projection Including 4-Year Forecast)																
<b>Income</b>	<b>2023 Budget</b>	<b>2023 Actual</b>	<b>2023 Actual</b>	<b>Difference</b>			<b>2024 Budget</b>	<b>2024 Budget</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>			
Municipal Taxation Required to Balance Budget	\$ 210,298	\$ 210,077	\$ 210,077	\$ 221			\$ 221,831	\$ 221,831	\$ 243,897	\$ 245,729	\$ 257,186	\$ 264,775	\$ 282,307			
Operating Grants (MSH-O & Canada Day, Firesmart)	\$ 11,784	\$ 11,784	\$ 11,784	\$ -			\$ 12,284	\$ 12,284	\$ 11,784	\$ 11,784	\$ 11,784	\$ 11,784	\$ 11,784			
Bank/Gr/C Income	\$ 6,708	\$ 10,403	\$ 10,403	\$ (3,695)			\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000			
Penalty Income	\$ 3,000	\$ 2,500	\$ 2,500	\$ 500			\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000			
Admin Income	\$ 100	\$ 351	\$ 351	\$ (251)			\$ 20,121	\$ 20,121	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200			
Bylaw\Fire Incident Recovery	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Utility Franchise Income	\$ 2,400	\$ 2,260	\$ 2,260	\$ 140			\$ 2,400	\$ 2,400	\$ 2,520	\$ 2,646	\$ 2,778	\$ 2,917	\$ 3,063			
Public Works Income	\$ 1,500	\$ 1,500	\$ 1,500	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Planning & Development	\$ 2,500	\$ 1,898	\$ 1,898	\$ 602			\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500			
Parks & Recreation Grants (FCSS & Lake Weed Recovery)	\$ 8,763	\$ 9,539	\$ 9,539	\$ (776)			\$ 14,577	\$ 14,577	\$ 14,577	\$ 14,577	\$ 14,577	\$ 14,577	\$ 14,577			
Services (Large Bin & Election / Policing years 2024 & 2025)	\$ 3,000	\$ -	\$ -	\$ 3,000			\$ 1,260	\$ 1,260	\$ 3,464	\$ 1,464	\$ 3,564	\$ 1,464	\$ 3,669			
Deferred Revenue	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>TOTAL</b>	<b>\$ 250,053</b>	<b>\$ 250,312</b>	<b>\$ 250,312</b>	<b>\$ (259)</b>			<b>\$ 284,973</b>	<b>\$ 284,973</b>	<b>\$ 286,900</b>	<b>\$ 300,589</b>	<b>\$ 306,217</b>	<b>\$ 326,100</b>	<b>\$ 326,100</b>			

Income less Expenses	\$ -	\$ -	\$ 65,829				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Adjust for Audit Actuals	\$ -	\$ -	\$ 100,611				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Annual Surplus/Deficit	\$ -	\$ -	\$ 34,782				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Increase/Decrease from Prior Year	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Annual Surplus/Deficit	\$ -	\$ -	\$ 34,782				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit Transfers (reserve contributions)	\$ 4,313	\$ -	\$ -				\$ 6,028	\$ 6,028	\$ 6,321	\$ 6,457	\$ 6,749	\$ 7,011	\$ 7,287			
Audit Transfers (use for capital/special projects)	\$ -	\$ 18,215	\$ -	\$ 18,215			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Accumulated Surplus/Deficit (end bal. from prior year)	\$ 861,754	\$ 861,754	\$ 861,754	\$ -			\$ 895,536	\$ 895,536	\$ 889,349	\$ 895,670	\$ 902,127	\$ 908,876	\$ 915,886.97			
Balance of Accumulated Surplus/Deficit End of Year plus Budgeted Reserve Contributions	\$ 847,852	\$ 896,536	\$ 896,536	\$ 48,684			\$ 889,349	\$ 889,349	\$ 895,670	\$ 902,127	\$ 908,876	\$ 915,887	\$ 923,174			

Function	2023 Budget	2023 Actual	Difference		
2023 Budget	2023	2024	2025	2026	2027

7.c



# German Canadian Cultural Association Edmonton

8310 Roper Road (51 Avenue)  
Edmonton, Alberta T6E 6E3



T 780.466.4000  
E [mail@gcca.ca](mailto:mail@gcca.ca)  
W [www.gcca.ca](http://www.gcca.ca)

May 11, 2024

Summer Village of Southview **by email to: [sandi@summervillageofsouthview.com](mailto:sandi@summervillageofsouthview.com)**  
Box 8  
Alberta Beach, Alberta T0E 0A0

**Attention: Sandi Benford, Mayor**

**Re: GCCA Campground / SV of Southview Property Lines**

Dear Sandi,

This letter is to confirm the conversation we had regarding the Village and GCCA property lines.

We understand that the SV of Southview did a survey of the GCCA Campground property line last year and it was discovered that the part of the SV of Southview's property is on the GCCA Campground property and party of the GCAA Campground is on the SV of Southview's side of the property line.

Since both the SV of Southview and the GCCA Campground are encroaching on each other's property we have agreed to leave things the way they are and will not hold each other responsible for any damages and will work together to maintain a long-term relationship.

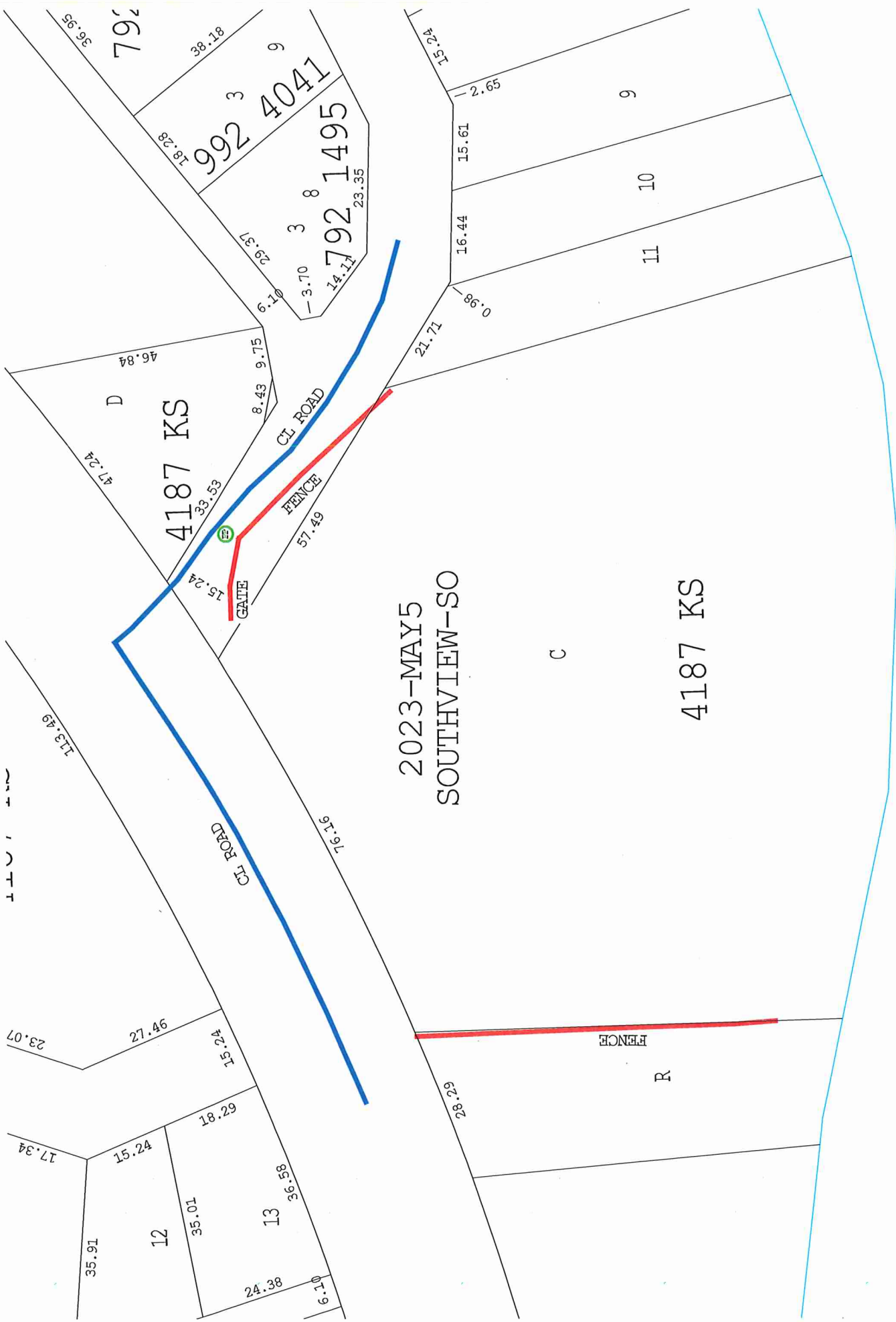
It was also agreed that this agreement will be reviewed every two years, in the event that anything changes.

If any further information is required, please contact the undersigned.

**GERMAN CANADIAN CULTURAL ASSOCIATION**

Mel Schmidt  
President

Frank Lindegger  
Lake Director



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**From:** Michelle Gallagher <michelle@patriotlaw.com>  
**Sent:** May 29, 2024 3:06 PM  
**To:** Summer Village of South View  
**Cc:** wendy wildwillowenterprises.com  
**Subject:** Re: Encroachment onto a roadway

Angela,

I have seen a few of these lately. You actually can enter into an encroachment agreement in respect of an encroachment that is under the municipality's "direction, control and management." However, that is limited by a provision of the Traffic Safety Act that confirms a municipality may pass a bylaw authorizing the municipality to issue a license or permit for the temporary occupation or use of a road when not required for public use.

MGA Section 651.2:

**Encroachment agreements**

**651.2(1)** In this section, "encroachment agreement" means an agreement under which a municipality permits the encroachment onto a road that is under the direction, control and management of the municipality of improvements made on land that is adjoining that road.

(2) Despite the *Land Titles Act* or any other enactment, a municipality may register a caveat under the *Land Titles Act* in respect of any encroachment agreement entered into by the municipality with the registered owner of a parcel of land that adjoins a road that is under the direction, control and management of the municipality.

(3) A caveat registered pursuant to subsection (2)

(a) shall be registered against the certificate of title to the parcel of land

(i) that is adjoining the road, and

(ii) that was issued to the person who entered into the encroachment agreement with the municipality,

(b) has the same force and effect as if it had been an encroachment agreement registered under [section 72](#) of the *Land Titles Act*,

(c) may be discharged only by the municipality or an order of a court, and

(d) does not lapse pursuant to the provisions of the *Land Titles Act* governing the lapsing of caveats.

Traffic Safety Act Section 13(1)(o)

**General powers of municipality**

**13(1)** Subject to this Act and the *Dangerous Goods Transportation and Handling Act*, the council of a municipality may, with respect to a highway under its direction, control and management, make bylaws that are not inconsistent with this Act, doing the following:

...

(o) authorizing the municipality to issue a licence or permit that is terminable on 30 days' notice in writing for the temporary occupation or use of a road allowance or highway or a portion of a road allowance or highway when it is not required for public use;

So, if you pass a bylaw permitting the issuance of a temporary licence, and if the encroachment agreement is terminable on 30 days notice, then an encroachment agreement can be done. That agreement can also speak to responsibility for risk associated with the encroaching structures. I have prepared one of these bylaws recently and I have prepared several such encroachment agreements. Note that an actual real property report showing the specifics of the encroachment should be obtained (to be attached to the agreement) if this is to be pursued.

Hopefully that assists,

Michelle

Michelle Gallagher, KC  
Lawyer  
Patriot Law  
Box 885, 5016 Lac Ste. Anne Trail S  
Onoway, AB T0E 1V0  
Tel: 780-967-2550  
Fax: 780-967-2447

*If this email looks like it wasn't intended for you, please let me know right away and delete this e-mail message.*

Please note my new email address is [michelle@patriotlaw.com](mailto:michelle@patriotlaw.com)

Jaymad Contracting Inc.  
Comp 18 Site 111 RR1 Alberta Beach, Ab  
780-924-2377



April 21, 2024

Council/ Administration  
S.V. Southview

Dear Council/ Administration,

The inspection and report was completed by Jason Madge CPSI (Canadian Playground Safety Inspector) on April 18, 2024 at the playground located on Oscar Wickstrom Dr.

The CAN/CSA-Z614-14 standards were used to evaluate the safety of your playground and it's play equipment.

The hazards and non-compliant items will be identified in this letter and will indicate which classification each item falls under.

Playground hazards are classified into three categories:

**Class A**- a condition that has the potential to cause a life-threatening injury, or the permanent loss of a body part.

**Class B**- a condition that has the potential to cause serious injury, or temporary disability.

**Class C**- a condition that has the potential to cause a minor injury, or does not Comply with the CSA standard.



S.V Southview  
Annual Playground Audit  
April 21, 2024



April 21, 2024

## Playground Overview

We inspected one park located in your community today. There were no major issues at the time of inspection. You are doing an outstanding job of maintaining a safe playground for your community.

The inspection of the park revealed that the protective surfacing (pea gravel) requires minimal work. Periodic redistributing the material will ensure adequate protection of the users. The average is approximately 16" which is above the minimum standard of 12". 75% of all playground injuries are a result of falling off the playground equipment and striking the surface below. This is why the surface has to be as resilient as possible. Both also had some growth of weeds and accumulation of leaves which should be removed.

There were records of previous inspections at the time of this inspection. 25% of injuries occur from not being inspected and maintained.

There were age-appropriate stickers placed at either park (required by CSA), and there was signage stating who and where to contact with concerns or questions. Age specific signage is important as different age groups have different abilities. Playground age groups are 1.5- 5yrs 5- 12yrs. What is perfectly safe for an 8yr old could be potentially dangerous to a 3yr old.



- 1) The weeds growing in the protective surfacing will need to be removed before they rapidly spread, resulting in inadequate protection. As per standard 10.4.5

Class B



- 2) Protective surfacing on the main structure requires some attention to redistribute to meet the minimum levels set by the manufacturer. As per standard 10.4.4

Class B



- 3) The protective coating on the cable climber(s) and swing chains is cracked and missing in places, as identified in previous inspections. This requires immediate attention to prevent serious injury. As per standard 7.8.2.2

Class B



- 4) A few S Hooks on the top and bottom of the chains are not considered to be fully closed and need to be addressed. As per standard 12.4.5.1 when closed, connecting devices such as S hooks are considered to be closed when there is no gap greater than 1mm. **Class B**



April 21, 2024

## Summary and Conclusion

Overall your parks are in good shape, but you do however require some immediate attention to those items identified in the inspection to prevent injury. It is suggested that you maintain regularly scheduled maintenance and inspections.

If you have any questions in regard to this report please feel free to contact us.

Sincerely,

Jason Madge CPSI





April 21, 2024

## Disclaimer

The information contained in this playground safety audit is considered to be a true and accurate recording of the conditions found on these two sites at the time of our visit. Jaymad Contracting Inc. assumes no liability for any incidents that may arise from the application of any of the afore mentioned recommendations. This playground safety audit has been done at your request, with the sole intention of making your playground and it's play equipment safer.

It is recommended that you repair the class A hazards in this report and checklist **ASAP!** Any class B hazards should be repaired by the next scheduled maintenance visit of your crews. The class C hazards and CSA non-compliant items are usually minor and could wait until budget permits.

After the class A&B hazards are corrected a re-inspection should be completed. This shows due diligence on your part, and unless these repairs are performed by someone familiar with playgrounds they often make things worse as stats have shown.

Thank you for giving Jaymad Contracting Inc. the opportunity to help you make your playgrounds safer



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Total Playground Costs		
Wayne's Backhoe	\$12,700	Have not yet looked into Gazebo
Playground parts	\$ 5,384	
<b>TOTAL</b>	<b>\$18,084</b>	
Budget	\$40,000	
Difference	\$21,916	



# Concerns

Concerns that impact water quality include these major topics:

1. Blue-green Algae
2. Flowering Rush & Invasive weeds
3. Fertilizer Concerns
4. Invasive Species

## Blue-Green Algae

Long term solutions for reducing Blue-green algae involve decreasing the amount of nutrients going into Lake Isle and Lac Ste Anne. Specifically, the nutrients Phosphorus and Nitrogen increase the amount of blue-green algae in our lakes.

To achieve our goal of reducing the amount of Blue-green algae in Lac Ste Anne and Lake Isle, we will need to target all sources of nutrients entering our lakes. This

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## Invasive Weeds & Flowering rush

Invasive or Noxious weeds are non-native plants that adapt quickly and aggressively to the Alberta landscape and cause lasting damage. Unfortunately, there are many invasive weeds in Alberta and many are located around Lac Ste. Anne and Lake Isle. There are two classifications of invasive weeds in the Alberta Weed Act: Noxious and Prohibited Noxious.

7.f



Start with one small project or helpful change; and then commit to learning and doing even more. Your example, experience and enthusiasm will help create a ripple affect all around the lake! Become a member of LILSA and learn more about the solutions at the LILSA Events.

[Access Resources >](#)



a reasonable cost.

- Regulation is in the common interest of Albertans

**Prohibited Noxious plants** fit the following criteria:

- The plant, if allowed to spread, will have a substantial negative environmental, economic or social impact.
- If not present, the plant can be excluded at a reasonable cost.
- If present, eradication is highly desirable and economically feasible.

[Access Resources >](#)

## Fertilizer

Most people don't know that fertilizers are a major contributor of Phosphorus and Nitrogen in Lake Isle and Lac Ste Anne.

These nutrients promote the growth of Blue-green algae (Cyanobacteria). In fact, 1 lb of phosphorus can produce at least 500 lb of living Blue-green algae.

**NOW YOU KNOW, WHAT ARE YOU WILLING TO DO ABOUT IT?**

## Invasive Species

All Alberta lakes including Lac Ste Anne and Lake Isle are threatened by invasive species. These are non-native species that grow along the shorelines and aquatic species that live in the water.

They significantly can negatively impact lakes by:

- Reducing the diversity or abundance of native species or the ecological stability of the lake environment

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Countries and asking them to ban the use of cosmetic fertilizer around our lakes.

[Access Resources >](#)



...take by attaching themselves to boats and other recreational equipment. Currently, neither are present in Lake Isle or Lac Ste Anne. If you think you have spotted a Quagga or Zebra mussel, please report it to Alberta's invasive species hotline at 1 855 336 BOAT (2628)

[Access Resources >](#)

## Spotting The Concerns

View photos of these concerning species to familiarize yourself with what to look for.



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## Invasive Species: Zebra Mussels

Zebra Mussels pose a risk

Learn How to Help our  
Lakes

How to Help

Resources

Contact Us

If you have a question or concerns please feel free to send us an inquiry

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Message

Send

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Proudly Alberta Based

LILSA  
Lac St. Anne and Lake Isle  
lilwaterquality@gmail.com  
PO Box 152, Alberta Beach, AB  
T0E 0A0

LAND ACKNOWLEDGEMENT

LILSA acknowledges that we are meeting on Treaty 6 territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.

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F.g



Association of  
**SUMMER VILLAGES**  
OF ALBERTA

**“Navigating the Challenges Together”**

May 01, 2024

**RE: ASVA’s 2024 66<sup>th</sup> Annual Conference and AGM – October 17 & 18, 2024 - Online Registration is Open**

Good morning, Summer Village Mayors and CAO’s;

An email was recently sent to you from ASVA’s Executive Director, and this is a follow up to that email, informing you that Registration for the upcoming ASVA Conference is now open. ASVA will be hosting the Association’s 66<sup>th</sup> Annual Conference October 17 & 18, 2024 at the Sandman Signature Sherwood Park Hotel (901 Pembina Road, Sherwood Park, AB, T8H 0Y7). Join us in hearing what our conference speakers have to say, visit the trade show, and enjoy the evening banquet, awards ceremony, silent auction and entertainment, fun to be had by all.

**Please click on the link to register, or go to [www.asva.ca](http://www.asva.ca) to register and check out further details.**

**<https://www.eventbrite.ca/e/asva-2024-conference-agm-navigating-challenges-together-oct-17-18-tickets-880332858277>**

ASVA is a non-for-profit Association, and seeks your valued support by registering for this year’s Conference.

ASVA is also requesting your consideration for the following:

- a cash sponsorship and/or
- an item for the silent auction.

The publicity you will receive from your cash sponsorship or silent auction item donation consists of the following exposure of your Municipality to:

- the Mayors, Deputy Mayors and Councilors from 51 Summer Villages in Alberta;
- Reeves and County Managers/CAO’s within the Region;
- Ministers, and MLAs from various areas and departments with the Government Alberta.

If you choose to provide a Silent Auction item, please contact ASVA’s Executive Director Kathy Krawchuk at [execdirector@asva.ca](mailto:execdirector@asva.ca), and identify the value of your item, who it is from, along with an email address and contact name.

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Association of  
**SUMMER VILLAGES**  
OF ALBERTA

If you choose become a Sponsor, below is how you will be recognized, when payment is received before **September 1<sup>st</sup>, 2024**. There is great value in being a Sponsor at the Conference.

Sponsorship Level	Sponsorship Amount	Tradeshow Display Table Included	# of Breakfast, Snacks, Lunch & Banquet Tickets Provided with Sponsorship	# of Breakfast, Snacks, & Lunch Tickets Provided with Sponsorship	Recognized as a Sponsor in the Agenda Pkg.	Recognized on Power Point	Self-Introduction of the Company to the Delegates & Intro of Guest Speaker	Sponsor Name Sign at Coffee Station	Sponsor LOGO in ASVA Annual Report	Sponsor Logo displayed on ASVA Website
TITLE	\$4,000+	YES	6	0	YES	YES	YES	NO	YES	YES
PLATINUM	\$2,000+	YES	4	0	YES	YES	NO	NO	YES	YES
GOLD	\$1,000+	YES	2	0	YES	YES	NO	NO	YES	YES
SILVER	\$500+	YES	0	2	YES	YES	NO	NO	YES	YES
BRONZE	\$300+	NO	0	0	YES	YES	NO	NO	YES	NO
COFFEE/HEALTH BREAK	\$250+	NO	0	0	YES	YES	NO	YES	NO	NO

Thank you in advance for your consideration. As always, we appreciate your support. Hope to see everyone there.

Sincerely,

**ASSOCIATION OF SUMMER VILLAGES OF ALBERTA**

President, ASVA

\*\*The ASVA is nonprofit organization but is not registered as a charitable organization, so taxable receipts are not available.

**SAVE - THE - DATE**  
**October 17 & 18, 2024**  
**Thursday & Friday**

**VENUE**

**Sandman Signature  
Sherwood Park Hotel**

**901 Pembina Road, Sherwood Park, Alberta,  
T8H 0Y7**

To book accommodations, ask for the ASVA

**Group Booking Rate**

**Phone: 780-467-7263**

**King Guestroom \$ 129**

**Standard 2 Queen Guestroom \$139**

**Prices per room per night, plus tax &  
Eco Fees**

**CONFERENCE REGISTRATION**

**FEE: \$349**

Cancellations must be in writing via email to [execdirector@asva.ca](mailto:execdirector@asva.ca) before September 15, 2024, for a full refund, less \$50 administration fee.

**Online Conference Registration Opens  
May 01, 2024. Watch for Updates.**

**Conference Registration Deadline  
September 30, 2024**

This in person event will feature engaging sessions, networking opportunities, and more. Don't miss out on this chance to learn, connect, and grow with fellow professionals. Let's navigate these challenges together and come out stronger than ever!



Association of  
**SUMMER VILLAGES**  
OF ALBERTA  
[www.asva.ca](http://www.asva.ca)

**ASVA'S 66<sup>th</sup> ANNUAL  
CONFERENCE & AGM**  
**2024**

**"Navigating the  
Challenges Together"**



**IT'S ALL ABOUT REGIONAL COLLABORATION**

**A DRAFT CONFERENCE PROGRAM WILL BE SENT  
TO THE MEMBERSHIP WHEN SPEAKERS ARE  
CONFIRMED and POSTED ON THE ASVA WEBSITE...**

**(Speakers are Subject To Change Without Notice)**

**October 17<sup>th</sup> Banquet Venue**

- **Cocktails (Cash Bar)**
- **Hot Buffet Dinner**
- **Award Presentations**
- **Entertainment**
- **Silent Auction**



Please contact ASVA Executive Director Kathy Krawchuk if you have any questions at [execdirector@asva.ca](mailto:execdirector@asva.ca).

7.h

**svsouthview@outlook.com**

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**From:** ASVA Exec Director <summervillages@gmail.com>  
**Sent:** May 29, 2024 1:44 PM  
**To:** ASVA  
**Subject:** ASVA 2024 McIntosh Bulrush Award Nominations  
**Attachments:** 302 - Schedule A - Guidelines and Criteria McIntosh Bulrush Award.pdf; 302 McIntosh Bulrush Award Policy.pdf; 302 - Schedule B - Nomination Form-Fillable (3).pdf

Good afternoon,

ASVA knows that you have some amazing people in your community that exemplifies what it means to be Lake Stewards. Please nominate them for this year's 2024 McIntosh Bulrush Award. The Award will be presented at the evening banquet, October 17th.

I have attached the McIntosh Award Guidelines, Policy and PDF Fillable Nomination Form to this email for your convenience. You can also find the Form and Information on the ASVA website at [www.asva.ca](http://www.asva.ca) under Lake Stewardship.

Please submit your Nomination Forms no later than **August 12, 2024**, this year, to [execdirector@asva.ca](mailto:execdirector@asva.ca) as the Nominations received will be reviewed at the August 19th ASVA Board Meeting for ratification.

Should you have any questions, please feel free to contact me, thank you.

Have a great day!  
Kathy

**Kathy Krawchuk**, CLGM  
Executive Director  
Association of Summer Villages of Alberta  
780-236-5456  
[execdirector@asva.ca](mailto:execdirector@asva.ca)  
[www.asva.ca](http://www.asva.ca)

# ASSOCIATION OF SUMMER VILLAGES OF ALBERTA POLICY MANUAL

## Schedule "A"

### Request for Nominations

#### McIntosh Bulrush Award Guidelines/ Criteria

Every year the Association of Summer Villages of Alberta, at our annual Fall Conference, presents the McIntosh Bulrush Award to an Individual or Organization that exemplifies lake stewardship activities.

- Use of personal time to improve:
  - The environment of any Alberta Lake
  - Any lakeshore
  - Increase awareness of the lake wellness issues to Summer Village residents
- Use of professional knowledge/skills to improve:
  - The environment of any Alberta Lake
  - Any lakeshore
  - Increase awareness of the lake wellness issues to Summer Village residents

#### Nomination Form

As many of you will know the McIntosh Bulrush Award is presented at the annual ASVA Conference.

There is a formal process regarding nominations. Attached you will find a nomination sheet as well as the policy which outlines the guidelines to be used for the submission and the judging criteria.

If your Council knows of anyone or any organization that meets these criteria, please fill in the Nomination Form and return it to [execdirector@asva.ca](mailto:execdirector@asva.ca) or by mail to ASVA, 2 – 51109 RR 271, Spruce Grove, AB, T7Y 1G7 **on or before August 31st annually.**

We look forward to receiving your nominations!

#### Past Award Recipients

2004 - Summer Village of Ross Haven	2015 - Kate Wilson - AIS, Alberta Environment and Parks
2005 - Bruce McIntosh	2016 - Bob Lehman and Roger Montpellier - SV of Val Quentin
2006 - Lori Jeffery-Heaney	2017 - Thom Jewell - SV of Birchcliff
2007 - Peter Wright	2018 - Pat and Wayne Deschamps - SV of Parkland Beach
2008 - County of Lac La Biche	2019 - BAILS: Baptiste & Island Lakes Stewardship
2009 - Not Awarded	2020 - Lake Isle & Lac Ste Anne - Water Quality Management Society
2010 - Don Davidson - SV of Grandview	2021 – Summer Village of Crystal Springs – Living in Harmony
2011 - Kelly Aldridge - SV of Seba Beach	2022 – Pigeon Lake Watershed As.– Caring for the Lake Together
2012 - Sylvan Lake Management Committee	2023 – Summer Village of Sundance Beach
2013 - Glen Usselman - SV of Sunrise Beach	2024 -
2014 - Pigeon Lake Watershed Association	2025 -

**ASSOCIATION OF SUMMER VILLAGES OF ALBERTA  
POLICY MANUAL**

**Schedule "B"**

**McIntosh Bulrush Award – Nomination Form**

**Nominee Name:** Click or tap here to enter text.

**Nominee is a:**

- Summer Village
- Organization
- Individual

**Name of Working Titles of Project (if applicable)**

Click or tap here to enter text.

**Address of Nominee:**

**Street No.** Click or tap here to enter text.

**Municipality:** Click or tap here to enter text.

(summer village, village, town, city, county)

**Province:** Alberta

**Postal Code:** Click or tap here to enter text.

**Telephone No.** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

**Nominated by:** Click or tap here to enter text.

**Telephone No.** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

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Signature of Nominee

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Date of Nomination

## ASSOCIATION OF SUMMER VILLAGES OF ALBERTA POLICY MANUAL

Complete your nomination using the following headings:

*Project Description – What was/were the objectives of the initiative?*

Click or tap here to enter text.

*Summary of Activity – Describe the results/successes of the initiative or, in the case of an individual award, the accomplishments of the individual.*

Click or tap here to enter text.

*When did the achievement or activity begin and if complete, end?*

Click or tap here to enter text.

*Where was the project conducted?*

Click or tap here to enter text.

If required, attached additional information.

# ASSOCIATION OF SUMMER VILLAGES OF ALBERTA POLICY MANUAL

<b>Policy Title:</b> McIntosh Bulrush Award	<b>Policy Type:</b> Operational Program Governance 300
	<b>Policy No.</b> 302
<b>Approved</b>	<b>Revised</b>
<b>Res. No.</b> 2021-18 <b>Date:</b> Mar 15, 2021	<b>Res. No.</b> <b>Date:</b>

## Preamble

ASVA is committed to recognizing lake stewardship which includes commitment to preservation, protection, enhancement or sustainability of an Alberta lake, lakeshore or its watershed. As such, each year the ASVA, at the annual fall conference, will present the McIntosh Bulrush Award to an individual or organization that exemplifies lake stewardship activities.

## Policy

Recipients are those who have used their personal time and/or professional knowledge or skills, to improve the environment of any Alberta lake, any lake shore or its watershed and to increase awareness of the lake wellness issues to Summer Village residents.

Nominations will be judged based on:

1. Commitment to preservation, protection, enhancement or sustainability of an Alberta lake, lakeshore or its watershed
2. The positive, tangible and long-term impact on the quality of a body of water or its watershed
3. The positive, tangible and long-term impact on the public attitudes towards the health of a body of water or its watershed
4. Demonstration of leadership and/or cooperation between groups to achieve any of the above.

### Nomination Process:

1. The request for nominations shall be distributed to the membership starting in June of each year. The request shall be in the format outlined in Schedule "A"
2. The nomination should include the following:
  - a. Project Description: What was/were the objectives of the initiative.
  - b. Summary of Activities: Describe the results of the initiative or, in the case of an individual award, the accomplishments of the individual.
  - c. When did the achievement or activity begin and, if complete, when did it end.
  - d. Where was the project conducted.



## ASSOCIATION OF SUMMER VILLAGES OF ALBERTA POLICY MANUAL

3. The nomination sheet must be signed by the nominee or the designated officer representing a group of nominees or a council. See Schedule "B" of this policy: McIntosh Bulrush Award – Nomination Sheet.
4. Nomination deadline shall be August 31<sup>st</sup> of any year for presentation at the annual fall convention. An electronic submission is acceptable.
5. Nominations will be reviewed by the Board of the ASVA who will render a decision on or before the September board meeting in that year. If the nomination is not supported, the nominator/s will be notified. If the nomination is supported, the recipient and the nominators will be notified.
6. The recipient will be invited to the year's annual convention free of charge where an official presentation will be held. If the recipient is a group or organization, two representatives of the group or organization, will be invited free of charge.

The award will be a trophy, similar to that identified in Schedule "C" of this policy.

svsouthview@outlook.com

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**From:** wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>  
**Sent:** June 3, 2024 11:10 AM  
**To:** svsouthview@outlook.com  
**Cc:** Summer Village Office  
**Subject:** Fw: Local Government Fiscal Framework - Memoranda of Agreement  
**Attachments:** LGFF Capital MOA\_Summer Village of South View.pdf; LGFF Operating MOA\_Summer Village of South View.pdf

Wendy Wildman,  
Chief Administrative Officer  
Summer Village Administration/Wildwillow Enterprises Inc.

Phone: 780-967-0271  
Email: wendy@wildwillowenterprises.com

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**From:** MA LGFF Capital <MA.LGFFCapital@gov.ab.ca>  
**Sent:** Monday, June 3, 2024 9:49 AM  
**To:** sandi@summervillageofsouthview.com <sandi@summervillageofsouthview.com>  
**Cc:** wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>  
**Subject:** Local Government Fiscal Framework - Memoranda of Agreement

Dear Chief Elected Official:

The Government of Alberta recognizes the importance of building Alberta’s economy and quality of life through investment in local infrastructure, and we are committed to providing predictable, long-term infrastructure funding for all communities under the Local Government Fiscal Framework (LGFF). In followup to my December 15, 2023, LGFF program announcement, I am pleased to provide you with Memoranda of Agreement (MOAs) for the LGFF Capital and LGFF Operating.

The MOAs will govern the funding under the program. The agreements are to be signed by up to two individuals duly authorized by council to sign agreements under Section 213(4) of the Municipal Government Act. Payment of the LGFF allocations cannot be released until the MOAs are signed, returned, and other payment conditions are met. Please returned the signed agreements to [ma.lgffcapital@gov.ab.ca](mailto:ma.lgffcapital@gov.ab.ca). A seal in lieu of signature will not be accepted.

Program guidelines, which outline eligible expenses, are available at: [www.alberta.ca/local-government-fiscal-framework](http://www.alberta.ca/local-government-fiscal-framework). Local government allocations, which were posted in December 2023, are also available on the website. As always, Municipal Affairs grant advisors are available to support you in this process and answer any questions you may have about the LGFF. You may contact an advisor toll free by dialing 310-0000, then 780-422-7125.

I look forward to our continued partnership to ensure your local infrastructure and operating needs continue to be supported as we build Alberta’s future together.

Sincerely,

Ric McIver

Minister

Attachments:

LGFF Capital Memorandum of Agreement

LGFF Operating Memorandum of Agreement

Classification: Protected A

LOCAL GOVERNMENT FISCAL FRAMEWORK CAPITAL PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the "Minister")

AND

THE SUMMER VILLAGE OF SOUTH VIEW in the Province of Alberta  
(hereinafter called the "Local Government")

(Collectively, the "Parties," and each a "Party")

**WHEREAS** the *Local Government Fiscal Framework Act* establishes the framework for providing local governments with long-term and predictable funding to support the provision of infrastructure and to facilitate economic prosperity.

**WHEREAS** local infrastructure is a critical component of the local and provincial economy, increases the livability of Alberta communities, and enables resiliency and adaptation in response to changing local conditions.

**WHEREAS** under the *Local Government Fiscal Framework Act*, the Minister is authorized to enter into agreements providing for funding and respecting any matters relating to the provision of the funding.

**WHEREAS** the Local Government and the Minister are entering into this Agreement relating to the provision of the funding.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

**Definitions**

1. In this Agreement,
  - (a) "Agreement" means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
  - (b) "Application" has the meaning ascribed to such term in the Program Guidelines.
  - (c) "Credit Items" has the meaning ascribed to such term in the Program Guidelines.
  - (d) "Eligible Costs" means eligible costs and expenses as described in the Program Guidelines.
  - (e) "Funding" means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Costs, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
  - (f) "*Local Government Fiscal Framework Act*" means the *Local Government Fiscal Framework Act*, SA 2019, c.L-21.5, as amended from time to time.

File No: 02334-010

- (g) “**Program Guidelines**” means, unless the context requires otherwise, the *Local Government Fiscal Framework Capital Program Guidelines* or such other guidelines or directions applicable to the Local Government Fiscal Framework Capital Program as prescribed or determined by the Minister, as amended from time to time.
- (h) “**Project**” has the meaning ascribed to such term in the Program Guidelines.
- (i) “**Statement of Expenditures and Project Outcomes**” has the meaning ascribed to such term in the Program Guidelines.

### **Funding**

- 2. The Minister agrees to provide Funding to the Local Government in accordance with and subject to the *Local Government Fiscal Framework Act*, and subject to the following:
  - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister;
  - (c) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (d) all other terms of this Agreement and the Program Guidelines.

### **Local Government Responsibilities**

- 3. The Local Government will provide to the Minister:
  - (a) an Application for Projects;
  - (b) an annual Statement of Expenditures and Project Outcomes, that includes certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (c) annual financial statements; and
  - (d) any other information requested by the Minister in relation to this Agreement or the Funding,and where the Program Guidelines prescribe a format for any of (a)-(d), consistent with such format requirements.
- 4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,all criteria, items, terms, and conditions contained in the Program Guidelines.
- 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended in relation to the administration of the Funding or the administration of this Agreement.
- 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Project.
- 7. The Local Government agrees to allow the Minister or person authorized by the Minister access to each Project site.

**Termination of Agreement**

- 8. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
  - (a) the Local Government may use any unexpended portion of the Funding, which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government; and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

**Debt to the Crown**

- 9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

**Repayment of Funding**

- 10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

**Local Government Indemnity and Insurance**

- 11. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.
- 12. The Local Government shall ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Project and, when applicable, property insurance on an "all risk" basis covering the Project for replacement cost.

**Independent Status**

- 13. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
- 14. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister.

**Conflicts**

- 15. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
- 16. The Local Government shall ensure that the Local Government and its officers, employees and agents:

- (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
- (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

**Freedom of Information and Protection of Privacy**

17. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)*. The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected, or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

**General Provisions**

- 18. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
- 19. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
- 20. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
- 17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 to 7;
  - (b) Repayment of Funding – Clause 10;
  - (c) Local Government Indemnity – Clause 11;
  - (d) Freedom of Information and Protection of Privacy – Clause 17; and
  - (e) Entire Agreement – Clause 20.

18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:  
 c/o Director, Grant Program Delivery  
 Municipal Affairs  
 15<sup>th</sup> Floor Commerce Place  
 10155 - 102 Street  
 Edmonton AB T5J 4L4  
 Email: MA.LGFFcapital@gov.ab.ca

Local Government:

Summer Village of South View  
PO Box 8  
Alberta Beach AB T0E 0A0  
Attention: Chief Administrative Officer  
Email: svsouthview@outlook.com

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.
20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the *Local Government Fiscal Framework Act* or otherwise impacts the interpretation or application of the *Local Government Fiscal Framework Act*.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.

**This space left intentionally blank.**

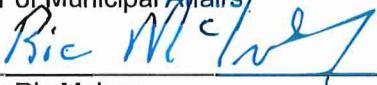


29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

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

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by the Minister of Municipal Affairs/

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

**LOCAL GOVERNMENT**

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

**LOCAL GOVERNMENT FISCAL FRAMEWORK OPERATING PROGRAM**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the “**Minister**”)

**AND**

**THE SUMMER VILLAGE OF SOUTH VIEW** in the Province of Alberta  
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

**WHEREAS** the Minister recognizes the benefits of providing operating funding to assist local governments in delivering municipal services to Albertans; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**WHEREAS** the Local Government and the Minister are entering into this Agreement governing the use and purpose of the grant.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

**Definitions**

1. In this Agreement,

- (a) “**Agreement**” means this grant funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (b) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
- (c) “**Eligible Expenditures**” means “eligible expenditures” and “eligible expenses” as described in the Program Guidelines.
- (d) “**Funding**” means any grant funds paid by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
- (e) “**Grants Regulation**” means the Ministerial Grants Regulation, Alta Reg 215/2022, as amended from time to time.
- (f) “**Program Guidelines**” means, unless the context requires otherwise, the Local Government Fiscal Framework Operating Program Guidelines or such other guidelines or directions applicable to the Local Government Fiscal Framework Operating Program as prescribed or determined by the Minister, as amended from time to time.

File No: 02335-010

- (g) **“Statement of Funding and Expenditures”** has the meaning ascribed to such term in the Program Guidelines.

### **Funding**

2. The Minister agrees to provide Funding to the Local Government under the Local Government Fiscal Framework Operating Program, subject to the following:
- (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) funding allocations determined by the Minister as outlined in the Program Guidelines, and communicated annually to the Local Government by the Minister;
  - (c) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister prior to the Minister;
  - (d) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (e) all other terms of this Agreement and the Program Guidelines.

### **Local Government Responsibilities**

3. The Local Government will provide to the Minister:
- (a) an annual Statement of Funding and Expenditures, including certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (b) annual financial statements; and
  - (c) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(c), consistent with such format requirements.

4. The Local Government agrees to:
- (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,
- all criteria, items, terms and conditions contained in the Program Guidelines.

### **Termination of Agreement**

5. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
- (a) the Local Government may use any unexpended portion of the Funding which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

### **Debt to the Crown**

6. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

**Repayment of Funding**

- 7. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from any future Funding to the Local Government all or a portion of the amount owing.

**Local Government Indemnity**

- 8. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.

**Independent Status**

- 9. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
- 10. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Local Government and not of the Minister.

**Conflicts**

- 11. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
- 12. The Local Government shall ensure that the Local Government and its officers, employees, and agents:
  - (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

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**Freedom of Information and Protection of Privacy**

- 13. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)*. The Local Government further acknowledges that *FOIP* applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

**General Provisions**

- 14. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
- 15. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
- 16. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
- 17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 and 4;
  - (b) Repayment of Funding – Clause 7;
  - (c) Local Government Indemnity – Clause 8;
  - (d) Freedom of Information and Protection of Privacy – Clause 13; and
  - (e) Entire Agreement – Clause 16.
- 18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:  
c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: MA.LGFFoperating@gov.ab.ca

Local Government:  
Summer Village of South View  
PO Box 8  
Alberta Beach AB T0E 0A0  
Attention: Chief Administrative Officer  
Email: svsouthview@outlook.com

Either Party may change its contact information by giving written notice to the other in the above manner.

- 19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.

20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the Grants Regulation or otherwise impacts the interpretation or application of the Grants Regulation.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.

**This space left intentionally blank.**

29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

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

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the Minister of Municipal Affairs of the Province of Alberta

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

**LOCAL GOVERNMENT**

Signed by a duly authorized representative of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

Signed by a duly authorized representative of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

7.1

svsouthview@outlook.com

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**From:** Tyler Gandam <president@abmunis.ca>  
**Sent:** May 1, 2024 3:06 PM  
**To:** Wendy Wildman  
**Subject:** Registration open for Summer 2024 Municipal Leaders Caucus  
**Attachments:** Email to Mayors and CAOs re Registration for Summer 2024 Municipal Leaders Caucus - Attachment.pdf

Registration is now open for Alberta Municipalities' Summer 2024 Municipal Leaders Caucus! This year, Alberta Municipalities is visiting the following five communities:

- June 12 – Town of Falher
- June 13 – Town of Bonnyville
- June 14 – City of St. Albert (also offered virtually)
- June 26 – Village of Stirling
- June 27 – Town of Innisfail

Exact locations within each municipality are still being confirmed. Registrants will receive an update as soon as those details become available.

Caucus will consist of a one-day program and the agenda will be the same at all locations. The agenda will run from 10:00 a.m. to 3:00 p.m. each day. Registration for in-person attendance is \$110 for the day and includes light breakfast refreshments and lunch. The draft agenda is attached for your review and the link to register is on the [ABmunis event webpage](#).

The session on June 14 will be streamed on Zoom to allow for members to participate who are not able to attend in-person, at a cost of \$55.

If you have any other questions, please email [events@abmunis.ca](mailto:events@abmunis.ca). We look forward to seeing you there.

Sincerely,  
**Tyler Gandam | President**

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E: [president@abmunis.ca](mailto:president@abmunis.ca)  
 300-8616 51 Ave Edmonton, AB T6E 6E6  
 Toll Free: 310-MUNI | 877-421-6644 | [www.abmunis.ca](http://www.abmunis.ca)

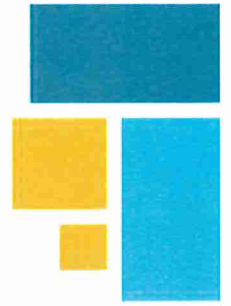


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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email.

*We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.*





Draft Agenda for Summer 2024 Municipal Leaders' Caucus  
\*Subject to Change\*

10:00 a.m.	Opening Remarks
10:05 a.m.	Welcome from the Mayor of the Host Municipality
10:10 a.m.	Welcome from MLA of the Host Constituency
10:15 a.m.	Icebreaker Activity
10:30 a.m.	Session I – Water Conservation
11:15 a.m.	ABmunis Advocacy Strategy and President's Report
12:00 p.m.	Lunch
1:00 p.m.	Session II – Local Election and Municipal Governance Changes
1:45 p.m.	Mini-Session I – Assessment Model Review
2:00 p.m.	Mini-Session II – Provincial Infrastructure Funding
2:30 p.m.	Session III (led by host municipality)
2:55 p.m.	Closing Remarks

7.k

FUND DEVELOPMENT AGREEMENT

DRAFT

THIS AGREEMENT made effective this 1st day of April, 2024 (the "Effective Date").

BETWEEN:

Alberta Counsel Ltd.  
800, 9707 – 110 Street  
Edmonton, Alberta T5K 2L9  
(the "Contractor")

Of The First Part

- and -

Summer Village of Southview  
Box 8  
Alberta Beach, Alberta T0E 0A0  
(the "Client")

Of The Second Part

WHEREAS the Client is seeking the services of the Contractor for fund development support and/or grant writing services on behalf of the Summer Village of Southview, Alberta;

AND WHEREAS the Client has agreed with the Contractor to have the Contractor perform the Work as defined in this agreement (the "Agreement") and subject to the terms in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1 Definitions and Interpretation

1.1 In this Agreement, including the schedules attached hereto, the following defined terms shall have the meanings indicated:

- (a) "Commencement Date" means the Effective Date as first set out above;
- (b) "Contract Price" means that Contract Price as described in this Agreement and as detailed in the Schedules and amendments thereto;
- (c) "Rights" means all rights, title and interest in intellectual property of any sort, including but not limited to, copyright in all materials, algorithms, programming code (both source and object), manuals and training materials, all procedures, processes and know-how, all patents, all trade secrets, trademarks, calling data, data analysis and confidential information;
- (d) "Term" means that duration as described in the Agreement and as detailed in the Schedules and amendments thereto; and
- (e) "Work" means that Work as described in this Agreement and as detailed in the Schedules and amendments thereto.

Section 2 General Terms

- 2.1 Each party hereto acknowledges that it or its solicitors have reviewed and participated in the settling of the terms of this Agreement, and therefore any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.
- 2.2 All references to dollar amounts in this Agreement shall be in the lawful currency of Canada.
- 2.3 Time in all respects shall be of the essence of this Agreement and the time for doing or completing any matters provided for in this Agreement may be extended or abridged only by agreement in writing signed by the Client and the Contractor, or by their respective solicitors or as otherwise provided for in this Agreement.

- 2.4 As the context of this Agreement so requires, words that import the singular shall include the plural, and vice versa, and words that import a particular gender shall include all other genders.
- 2.5 The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 2.6 Unless otherwise expressly stated, all references to section numbers and schedules herein shall be deemed to mean the section numbers and schedules contained within this Agreement.
- 2.7 All references to a "person" or "persons" in this Agreement shall include individuals, partnerships, firms, corporations, trusts, public authorities, and unincorporated associations as the context so requires.
- 2.8 If the date for the performance of any obligation under this Agreement falls on a Saturday, Sunday or statutory holiday in the Province of Alberta, then such date shall be deemed extended to the next following Business Day.
- 2.9 For the purposes of this Agreement, the term "knowledge" or "know" shall mean actual knowledge, without inquiry.
- 2.10 The following schedules are incorporated into and form a part of this Agreement:

**Schedule A - Retainer Details.**

**Section 3 Description of Work**

- 3.1 Unless otherwise stated in this Agreement, the Contractor shall supply all materials, labour, and supervision to perform the Work as described in Schedule "A" on the terms and conditions herein provided during the Term of this Agreement.

**Section 4 Other Contractors**

- 4.1 The Contractor and the Client agree that the Contractor is the exclusive provider of the Work, and any similar activities or services, to the Client unless otherwise stipulated in the Schedules to this Agreement.
- 4.2 The Contractor can utilize contractors in the performance of any Work.

**Section 5 Interest**

- 5.1 The Client agrees to pay to the Contractor interest on all amounts due under this Agreement which are not paid when due at a rate of twelve (12%) percent per annum calculated and compounded monthly. Such interest shall be calculated from the date such monies are due until the date such monies are paid in full to the Contractor.

**Section 6 Assumption of Risk of Client during Work**

- 6.1 The Client understands and agrees that any lobby efforts, political activities, or social advocacy naturally gives rise to objections from other community members. The Contractor shall not be liable or responsible in any way with respect to any loss, injury, or damage suffered by the Client, any member or associate of the Client's family or business, or any invitee, affiliate, or licensee of the Client whatsoever suffered by them related to the Work.
- 6.2 The Client agrees to indemnify the Contractor and to hold the Contractor harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be incurred by the Contractor, arising out of claims by a third party related to the performance, or undertaking pursuant to this Agreement, including any instructions, materials, graphics, information, or content provided by the Client.

**Section 7 Representations, Warranties and Covenants**

- 7.1 The Contractor agrees to undertake all Work diligently in a good and workmanlike manner, in accordance with good quality standards and practices, but the Contractor makes no representations, warranties or covenants regarding funding outcomes.
- 7.2 The Client represents and covenants that it has ownership, copyright, trademark right or assignable licence in all materials and data provided to the Contractor.

- 7.3 The Client accepts and understands that there may be inconveniences from time to time, and the Contractor agrees to keep such inconveniences to a reasonable standard.
- 7.4 The Contractor provides no warranty, express or implied, for any labour, work, or materials performed, supplied, or hired by the Client.

## **Section 8 Confidential Information**

### **8.1 Confidential Information**

- (a) Unless otherwise provided under this Agreement, each of the Client and the Contractor shall:
- (i) treat all information of the other as confidential;
  - (ii) exercise at least the same degree of care and discretion with respect to information of the other as it exercises in protecting its own information;
  - (iii) take all necessary steps to ensure that the confidentiality of the information of the other is maintained;
  - (iv) not disclose, publish, display, or otherwise make available to other persons any of the information of the other, or copies thereof; and
  - (v) not duplicate, copy or reproduce any of the information of the other without the prior written consent of the other.

### **8.2 Disclosure Compliance**

- (a) Each party represents and warrants to the other party that its collection, use and retention of the personal information of an individual (including minors) and the disclosure of any such personal information to the other party (subject to compliance of the other party with the other provisions of this Section), is in compliance with all applicable laws.

### **8.3 Exclusions**

- (a) The obligations set out in this Section does not apply to any information which:
- (i) is in the public domain or enters the public domain through no breach of confidence by the Client or by the Contractor;
  - (ii) is available to a party from some source other than the other party without a breach of confidence with the other party;
  - (iii) was in a party's lawful possession prior to the disclosure and was not obtained by the party either directly or indirectly from the other party;
  - (iv) is lawfully disclosed to a party by a third party without restriction on disclosure;
  - (v) is disclosed ten (10) years after the date of this Agreement, excluding any personal information of an individual (including minors);
  - (vi) is required by a court of competent jurisdiction to be disclosed; or
  - (vii) is disclosed on a confidential basis to a party's legal and financial advisors and bankers.

### **8.4 Solicitor Client Privilege**

- (a) The Client acknowledges and agrees that the information provided during the Term of this Agreement is governed by the confidentiality provisions as contained in this Agreement and is not subject to Solicitor Client privilege. In the event the Client wishes to engage this privilege for matters related to this Agreement, and specifically, for legal advice, the Client shall inform the Contractor of same and requires the execution of a specific and separate legal retainer agreement.

**Section 9 No Assignments**

9.1 No assignment or amendment of this Agreement shall be valid by either the Contractor or the Client without the written consent of the other, which consent may be unreasonably or arbitrarily withheld.

**Section 10 Notices**

10.1 Any notices required to be given under this Agreement shall be given to either the Contractor or the Client in writing and mailed to or delivered to the other at the following address: shown on the first page of this Agreement.

10.2 Any notice delivered by mail shall be deemed to have been received seventy-two (72) hours after it has been posted in a prepaid addressed envelope.

**Section 11 Non-Merger**

11.1 All covenants and obligations of the parties to this Agreement shall survive the closing of this transaction and remain in full force and effect and shall not be merged in the closing of this transaction or the delivery of the Agreement Price.

**Section 12 Entire Agreement**

12.1 This Agreement and all Schedules shall constitute the entire agreement between the Contractor and the Client. No representations, warranties and previous statements made by any person or agent other than those in writing contained in either this Agreement and signed by the Contractor and Client shall be binding upon the Contractor so as to vary the terms of either this Agreement.

**Section 13 Binding Effect**

13.1 This Agreement shall enure to the benefit of and be binding upon the Contractor and the Client, their respective heirs, administrators, executors and permitted successors and assigns.

**Section 14 Counterparts and Facsimile Delivery**

14.1 This Agreement may be executed in counterpart, and each counterpart when taken as a whole with the other executed counterparts shall constitute an original agreement. Delivery of an executed copy or counterpart of this Agreement by facsimile transmission or electronically in portable document format (PDF) shall constitute valid and effective delivery.

<<Signature Page Follows>>

**CONTRACTOR'S ACCEPTANCE**

The Contractor hereby enters this Agreement and agrees to be bound by the terms and conditions contained herein.

**DATED** at the City of Edmonton in the Province of Alberta, this 4th day of April, 2024.

**Alberta Counsel Ltd.**

Per:   
\_\_\_\_\_ **Jonathon Wescott - President**

**CLIENT'S ACCEPTANCE**

The Client hereby enters this Agreement and agrees to be bound by the terms and conditions contained herein.

**DATED** at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, this \_\_\_\_\_ day of April, 2024.

**Client: Summer Village of Southview**

Per: \_\_\_\_\_

I am an officer or director of the Client with the legal authority to bind the Client.

**SCHEDULE "A" - RETAINER DETAILS**

**Section 1            Work Term, Timeline, and Timing**

- 1.1     The Contract Price is:
  - (a)     1.5% reporting fee on all secured funds for municipal applications; and
  - (b)     2.5% reporting fee on secured funds for all not-for-profit organizations within the community.
  
- 1.2     The Term of this Agreement is for twelve (12) months, after which the Agreement may be renewed upon mutual agreement between the parties.
  
- 1.3     Payment of the Contract Price is due the date the funds are secured.
  
- 1.4     All amounts in this agreement will be subject to applicable taxes.

**Section 2            Description of the Work:**

- 2.1     Work under this Agreement may include:
  - (i)        Creation of a project and/or organizational grant and funding strategy
  - (ii)       Sourcing of applicable and eligible funding opportunities
  - (iii)      Coverage of federal, provincial, and corporate funding opportunities
  - (iv)       Assistance with writing grants and funding submissions
  - (v)        Assistance with reporting and compliance requirements, including stacking rules
  - (vi)       In quieter funding months, development of "shovel-ready" projects
  - (vii)      Regular guidance calls with an Alberta Counsel funding expert
  - (viii)     Assistance with building local collaborations and intentional partnerships to move applicable community projects forward more effectively
  - (ix)       Project planning and management support, where applicable
  - (x)        Product and quote sourcing support, where applicable

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