

SUMMER VILLAGE OF SILVER SANDS

AGENDA

Friday, December 21st, 2018 – commencing at 9:00 a.m.

1. Call to order
2. Agenda a) Friday, December 21st, 2018 Regular Council Meeting
3. Minutes: *p1-4* a) Friday, November 30th, 2018 Regular Council Meeting
4. Delegations: n/a
5. Bylaws: a) Bylaw 289-2018, A bylaw for the establishment of a Subdivision and Development Appeal Board. Further to a motion at the last Council meeting to engage the services of Emily House and Milestone Municipal Services, attached is a bylaw that is required to proceed with this engagement *(give all readings to the Bylaw (as is or as amended), or some other direction as given by Council at meeting time)*
p5-9
6. Business: a) Emily House/Milestone Municipal Services – further to the above, and the proposal that was accepted at the last meeting, attached is the noted draft agreement to engage the services of Emily House and Milestone Municipal Services to provide Subdivision and Development Appeal Board services to the Summer Village *(approve agreement and authorize execution (as is, or with amendments), or some other direction as given by Council at meeting time)*
p10-23

 b) Lake Isle and Lac Ste Anne (LILSA) – please refer to the attached November 29th, 2018 letter from Chair Bernie Poulin requesting consideration from all municipalities along the two lakes to include \$500.00 in their 2019 budgets to help in the containment and monitoring of flowering rush *(approve \$500.00 in the 2019 budget to go LILSA for containment and monitoring of flowering rush, or some other direction as given by Council at meeting time)*
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- c) Waste and Blue Bag Recycling Collection – further to discussion at our last Council meeting, attached is a summary report prepared by Heather with respect to our waste and recycling program. In 2017 our budget was \$28,900.00, in 2018 we increased it to \$36,000.00 to cover the blue bag recycling program (part year). If we continued with this program in 2019 we are estimating the cost would be \$38,090.00. The proposed scenario for 2019 if we went to weekly pickup of waste during the summer and bi-weekly for waste during the winter, and a 8 yard locking bin for blue bag materials picked up once a month would be \$32,558.00.

(direction as given at meeting time)

- d) Municipal Law Seminars – attached is information on two different upcoming Municipal Law Seminars:

p 26-28

1) Brownlee LLP – scheduled for Thursday, February 14th, 2019 from 8:00 a.m. to 5:00 p.m. at the Edmonton Expo Centre with a cost of \$180.00 per person. Topics include economic development, revenue strategies, employment restructuring, value procurement.

p 29-32

2) Reynolds Mirth Richards Farmer LLP – scheduled for Friday, February 15th, 2019 from 8:30 a.m. to 3:30 p.m. location yet to be determined with a cost of \$125.00 per person. Topics include Words Matter – unravelling legal language, constitutional challenges to municipal bylaws, procurements pitfalls and troublesome contractors, so many choices on how municipalities can provide services and operate facilities, solution to spending, tax collection, working out the kinds of the assessment MGA amendments, bear pit plus a lunch session on estate planning essentials.

Administration is interested in attending these sessions.

(authorize attendance to one or both, or accept for information)

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- e) Northern Gateway Public Schools – November 30th, 2018 letter from Chair Judy Muir inviting the Mayor to attend the Alberta Rural Education Symposium scheduled for March 3th to 5th, 2019 in Edmonton. As I understand it, attendance would be to support Northern Gateway in their plight to secure equal or additional funding for rural schools (*authorize attendance or accept for information*)

f)

g)

h)

- 7. Financial a) Income & Expense Statement – as of November 30th, 2018 (to be distributed to Council at meeting time)

8. Councillors' Reports

- a) Mayor Poulin
- b) Deputy Mayor Turnbull
- c) Councillor Horne

9. Administration Reports

p 34
p 35-37
p 38-39
p 40

- a) Development Officer's Report
- b) Public Works Report - *offer xx was equip*
- c) Boat Launch water act application has been submitted
- d) Alberta Traffic Safety Fund application – not approved

10. Information and Correspondence

p 41
p 42-43
p 44
p 45-47

- a) Alberta Summer Village Association – thank-you for our donation to their 2018 silent auction.
- b) Community Peace Officer Reports – for November.
- c) Alberta Municipal Affairs – letter introducing new legislation, the City Charters Fiscal Framework Act.
- d) Yellowhead Regional Library – December 10th, 2018 Board Executive Committee Highlights
- e)

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11. Open Floor Discussion with Gallery (15 minute time limit)

12. Closed Meeting (if required) – n/a

13. Adjournment

Next Meetings:

- January 25th, 2019 – Regular Council Meeting 9:00 a.m.
- February 22nd, 2019 – Regular Council Meeting 9:00 a.m.
- February 23rd, 2019 – SVLSACE Meeting 9:00 a.m. (Fallis Hall, SS host)
- March 29th, 2019 – Regular Council Meeting 9:00 a.m.
- April 26th, 2019 – Regular Council Meeting 9:00 a.m.

SUMMER VILLAGE OF SILVER SANDS
REGULAR COUNCIL MEETING MINUTES
FRIDAY, NOVEMBER 30, 2018
FALLIS COMMUNITY HALL

	PRESENT	<p>Mayor: Bernie Poulin Deputy Mayor: Liz Turnbull Councillor: Graeme Horne - Via Teleconference</p> <p>Administration: Wendy Wildman, Chief Administrative Officer - Absent Heather Luhtala, Assistant CAO Dwight Moskalyk, Wildwillow Administration Team</p> <p>Public Works: Dan Golka, Public Works Manager</p> <p>Delegations: n/a</p> <p>Public at Large: 2</p>
1.	CALL TO ORDER	Mayor Poulin called the meeting to order at 9:02 a.m.
2.	AGENDA 219-18	<p>MOVED by Deputy Mayor Turnbull that the November 30, 2018 agenda be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES 220-18	<p>MOVED by Councillor Horne that the minutes of the October 26, 2018 Regular Council Meeting be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	DELEGATIONS	n/a
5.	BYLAWS 221-18	<p>MOVED by Councillor Horne that the consideration of proposed bylaws to regulate the use and consumption of Cannabis and to provide for the production, distribution and retail sales of Cannabis be deferred to a future meeting.</p> <p style="text-align: right;">CARRIED</p>



SUMMER VILLAGE OF SILVER SANDS
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FALLIS COMMUNITY HALL

6.	BUSINESS	
222-18	<p>MOVED by Deputy Mayor Turnbull that further to discussion at the October 13, 2018 Summer Villages of Lac Ste. Anne County East Meeting, the Summer Village of Silver Sands forward a letter to internet services providers and to the CRTC encouraging them to engage with Lac Ste. Anne County to work on populating the existing County tower infrastructure.</p>	CARRIED
223-18	<p>MOVED by Mayor Poulin that the Summer Village of Silver Sands enter into an agreement with Lac Ste. Anne County for assessment review board services for the 2019 year.</p>	CARRIED
224-18	<p>MOVED by Mayor Poulin that Council ratify the confirmed projected population number of 225 for the Summer Village of Silver Sands with respect to the Darwell Lagoon Commission proposed wastewater transmission line.</p>	CARRIED
225-18	<p>MOVED by Deputy Mayor Turnbull that Council confirm the Summer Village of Silver Sands' interest in continuing with the Darwell Lagoon Commission proposed wastewater transmission line.</p>	CARRIED
226-18	<p>MOVED by Deputy Mayor Turnbull that Council ratify approval of Administration's actions in submitting a 2019 Canada Day Grant application for the Summer Village of Silver Sands in the requested amount of \$1,000.00.</p>	CARRIED
227-18	<p>MOVED by Councillor Horne that Council ratify Administration's actions of submitting a grant application to Alberta Traffic Safety Fund for the purchase of a portable solar speed indicator sign to be shared by the Summer Villages of West Cove, Silver Sands and South View and agree to the financial commitment of \$1,000.00.</p>	CARRIED
228-18	<p>MOVED by Deputy Mayor Turnbull that Council approve the 2019 Family and Community Support Services Agreement between the Province of Alberta and the Summer Village of Silver Sands and authorize execution of the agreement (Province - \$5,264 / Summer Village - \$1,316 – Total - \$6,580).</p>	CARRIED

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	229-18	MOVED by Deputy Mayor Turnbull that the Summer Village of Silver Sands contribute \$300.00 to the Farm Safety Centre's 2018-2019 Safety Smarts program delivered to rural and remote elementary schools in Alberta. CARRIED
	230-18	MOVED by Mayor Poulin that further discussion on the Summer Village's waste and recycling programs be deferred to a future meeting AND THAT Administration obtain further cost estimates for both programs. CARRIED
	231-18	MOVED by Deputy Mayor Turnbull that the Summer Village of Silver Sands approve the proposal between Emily House of Milestone Municipal Services and the Summer Village of Silver Sands for Subdivision and Development Appeal Board Services and authorize execution of the proposal. CARRIED
7.	FINANCIAL 232-18	MOVED by Deputy Mayor Turnbull that the Income and Expense Statements as at October 31, 2018 be accepted for information. CARRIED
8.	COUNCIL REPORTS 233-18	MOVED by Councillor Horne that the verbal Council reports be accepted for information. CARRIED
9.	ADMIN & PUBLIC WORKS REPORTS 234-18 235-18	MOVED by Mayor Poulin that the verbal Administration report be accepted for information. CARRIED MOVED by Mayor Poulin that the verbal Public Works reports be accepted for information. CARRIED
10.	INFORMATION / CORRESPONDENCE 236-18	MOVED by Deputy Mayor Turnbull that the following Information and Correspondence be accepted for information: a) Government of Alberta – statement of direct deposit on October 23 rd , 2018 in the amount of \$2,088.00 representing STEP funding.

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SUMMER VILLAGE OF SILVER SANDS
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FALLIS COMMUNITY HALL

		<p>b) Alberta Environment – November 16th, 2018 email from Tricia Coates on Lac Ste. Anne Lake Levels</p> <p>c) Community Peace Officer Reports – for August, September and October.</p> <p>d) Lac Ste. Anne County – November 2nd, 2018 letter on Organizational Meeting results</p> <p>e) Highway 43 East Waste Commission – October 24th, 2018 advising hydrovac waste will now be accepted as day cover</p> <p>f) Yellowhead Regional Library – November 2018 Get On Board newsletter and October 16th, 2018 announcement of new director Karla Palichuk</p> <p>g) Alberta Municipal Affairs – October 25th, 2018 letter to the Association of Summer Villages of Alberta regarding new ministry performance measures and associated municipal indicators</p> <p style="text-align: right;">CARRIED</p>
11.	OPEN FLOOR WITH GALLERY 237-18	<p>MOVED by Mayor Poulin that Council accept for information the open-floor discussion with the gallery.</p> <p style="text-align: right;">CARRIED</p>
12.	CLOSED MEETING	n/a
13.	NEXT MEETING(S)	<p>The next Regular Council meetings have been scheduled for:</p> <p>-Friday, December 21, 2018 at 9:00 a.m.</p> <p>-Friday, January 25, 2019 at 9:00 a.m.</p>
14.	ADJOURNMENT	The meeting adjourned at 10:29 a.m.

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

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**A BYLAW OF THE SUMMER VILLAGE OF SILVER SANDS, IN THE
PROVINCE OF ALBERTA TO ESTABLISH A SUBDIVISION AND
DEVELOPMENT APPEAL BOARD.**

WHEREAS the *Municipal Government Act* section 627 provides that a council must establish a subdivision and development appeal board;

AND WHEREAS the *Municipal Government Act* section 628 details what must be included in any bylaw or agreement providing for the establishment and function of a subdivision and development appeal board and its administrative components;

AND WHEREAS Council wishes to exercise its authority pursuant to the *Municipal Government Act* by entering into an agreement to procure subdivision and development appeal board services,

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

1. TITLE

- 1.1. This Bylaw may be cited as the "Subdivision and Development Appeal Board Bylaw".

2. ESTABLISHMENT

- 2.1. That a board known as the Subdivision and Development Appeal Board (SDAB) of the Summer Village of Silver Sands, hereinafter called the "Board" is hereby established;

- a) The Summer Village of Silver Sands shall appoint a minimum of three (3) members to the Board by resolution of Council;
- b) No person who is a Development Officer or a member of a Municipal Planning Commission shall be appointed to act as a member of the Board;
- c) Each Board Member and the Clerk of the SDAB shall be appointed for a term not to exceed three (3) years and may be re-appointed upon the expiry of its members; more than one clerk may be appointed;
- d) Any vacancy caused by the death, retirement or resignation of a member shall be filled by resolution of Council; and
- e) A member shall not be disbanded or discharged without cause.

- 2.2. There must be three (3) members of the Board to constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by the Board.



- 2.3. A decision of the Board shall be made only by those members present at a meeting duly convened.
- 2.4. The decision of the majority of the members present at a meeting duly convened shall be deemed to be the decision of the Board.
- 2.5. The Board shall hold such meetings as are necessary to fulfill the Board's responsibility.
- 2.6. Hearings on appeals filed will be held at a location established by the Clerk.
- 2.7. The Summer Village of Silver Sands will compensate the board members and clerk.
- 2.8. The Clerk shall prepare and maintain a record of written minutes of the business transacted at all meetings of the Board, copies of which shall be regularly filed with the Council of the Summer Village of Silver Sands.
- 2.9. On or before January 1st each year the municipality must submit an annual report to the province containing information on the number of SDAB clerks and members they have appointed, and those who have completed and enrolled in the required SDAB training.
- 2.10. A member of any SDAB must not participate in a hearing unless the member has successfully completed a training program.
- 2.11. SDAB members must take a refresher course every three (3) years to stay current on appeal matters (such as changes in law, planning and/or administration).
- 2.12. Council must appoint one or more clerks. Clerks of an SDAB must be appointed as a designated officer, and they are not eligible for appointment if the training requirements are not successfully met.
- 2.13. Board members and clerks are required to undergo mandatory training based on a standard training program to be approved by the Minister of Municipal Affairs. All

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SDAB members and clerks must successfully complete the SDAB training as approved by the Minister by April 1, 2019.

- 2.14. The SDAB Clerk administers and oversees the scheduling and recording of SDAB hearings. The training requirements and qualifications for SDAB clerks differ from the training requirements for SDAB members based on their different roles. SDAB clerks must take a refresher on the SDAB training every three (3) years to stay current with the roles and responsibilities of the position.
- 2.15. The rates for remuneration, traveling and other expenses of the Board Member and Clerk shall be the rates agreed to in the corresponding service agreement, as negotiated from time to time.
- 2.16. The Board shall elect a Chairman from the Board members in attendance at any required meeting.
- 2.17. The election of Chairman shall occur at the beginning of each meeting.

3. FUNCTION AND OPERATION

- 3.1. The Board shall hear appeals where a Development Authority or Subdivision Authority or Development Officer or Council:
 - a) refuses or fails to issue a development permit to a person within 40 days of receipt of the application;
 - b) issues a development permit subject to conditions;
 - c) issues an order under section 645 of the Municipal Government Act; or
 - d) issues a decision on a subdivision application.
- 3.2. The Board shall hear appeals from any other person affected by an order, decisions on subdivision and development applications of a Development or Subdivision Authority or development permit of a Development Officer.
- 3.3. The Board Secretary or a duly appointed officer of the Summer Village of Silver Sands shall give at least five (5) working days notice in writing of the public hearing to:
 - a) the appellant;

A handwritten number '1' enclosed in a hand-drawn circle, located in the bottom right corner of the page.

- b) the Development or Subdivision Authority from whose order, decision or development permit the appeal is made; and
 - c) those owners required to be notified under the Land Use Bylaw and any other person that the Board Secretary or a duly appointed officer of the Summer Village of Silver Sands considers to be affected by the appeal and should be notified.
- 3.4. In determining an appeal, the Board:
- a) shall comply with any regional plan, statutory plan, and subject to clause (c), any land use bylaw or land use regulations in effect and must have regard to but is not bound by the subdivision and development regulations;
 - b) may confirm, revoke or vary the order, decision or development permit or any condition attached to any of them or make or substitute an order, decision of its own; and
 - c) notwithstanding the development permit, that the proposed development does not comply with the land use bylaw or land use regulations if, in its opinion:
 - (i) the proposed development would not:
 - a. unduly interfere with the amenities of the neighborhood; or
 - b. materially interfere with or affect the use, enjoyment or value of neighboring properties; and
 - (ii) the proposed development or subdivision does not conflict with the use prescribed for that land or building in the Land Use Bylaw or Land Use regulations, as the case may be.
- 3.5. The Board shall give its decision in writing together with reasons for the decision within fifteen (15) working days of the conclusion of the hearing.

4. GENERAL

- 4.1. Each provision of this Bylaw is independent of all other provisions. If any provision of the Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 4.2. This Bylaw rescinds any previous bylaw referencing the establishment of a subdivision and development appeal board in and for the Summer Village of Silver Sands, and shall come into full force when it receives THIRD and FINAL reading and is duly signed.



5. COMING INTO FORCE

This Bylaw shall come into effect upon the third and final reading and signing of this Bylaw

READ a first time this ____ day of _____ 2018.

READ a second time this ____ day of _____ 2018.

UNANIMOUS CONSENT to proceed to third reading this ____ day of _____ 2018.

READ a third and final time this ____ day of _____ 2018.

SIGNED this ____ day of _____ 2018.

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

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MEMORANDUM OF AGREEMENT

This Agreement dated this _____ day of _____, 20____

BETWEEN:

The Summer Village of Silver Sands

Being municipal corporations pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(collectively the "Municipality")

-and-

Emily House/Milestone Municipal Services

("Coordinator")

AN AGREEMENT TO PROVIDE FOR SUBDIVISION AND DEVELOPMENT APPEAL BOARD (SDAB) SERVICES

WHEREAS the Municipality is required to establish a Subdivision and Development Appeal Board (SDAB) and appoint Board Members and Clerk to the SDAB in accordance with the provision of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended (the MGA)

AND WHEREAS the Municipality and Coordinator have reached agreement with respect to the terms and conditions under which the Coordinator will provide such SDAB services to the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree each with the other as follows:

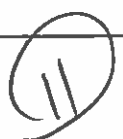
1) DEFINITIONS AND SCHEDULES

In this Agreement, unless the context provides otherwise, the following words or phrases will have the following meanings:

- 1.1 "Act" means the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended from time to time, together with all Regulations passed thereunder;
- 1.2 "Agreement" means this Agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this Agreement refer to this Agreement including the Schedules attached hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

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- 1.3 **"Board Member"** means an individual appointed as a member to the Subdivision and Development Appeal Board (SDAB) and **"Board Members"** means all the individuals appointed as members to the Subdivision and Development Appeal Board (SDAB);
- 1.4 **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- 1.5 **"Bylaw"** means the Subdivision and Development Appeal Board Bylaw adopted by the Municipality;
- 1.6 **"Chief Administrative Officer"** means the individual appointed as Chief Administrative Officer by Council of the Municipality in accordance with the Act or his/her designate;
- 1.7 **"Clerk"** means a person qualified and appointed as clerk to the SDAB in accordance with the Act;
- 1.8 **"Coordinator"** means Emily House/Milestone Municipal Services;
- 1.9 **"Council"** means the duly elected body of the Municipality;
- 1.10 **"Designated Officer"** has the same meaning as in the Act;
- 1.11 **"Force Majeure"** means acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of this Agreement, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term **"Force Majeure"** does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a Party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event;
- 1.12 **"Municipality"** means a municipality which is a party to this Agreement;
- 1.13 **"Party"** means a party to this Agreement and **"Parties"** means two or more parties to this Agreement;
- 1.14 **"Panel"** means a panel of the SDAB consisting of three (3) or five (5) Members;
- 1.15 **"Services"** means the SDAB coordination and support services provided by the Coordinator pursuant to Schedule "A";
- 1.16 **"Service Fee"** means the annual Service fee and additional fees set out in Schedule "B"; and
- 1.17 The following schedules form part of this Agreement:
 - Schedule A - Services
 - Schedule B – Annual Service Fees and Additional Fees



2) TERM

- 2.1 The term of the Agreement commences on _____, 201_ and shall continue until terminated by one or more Parties as follows (the "Term"):
- a) The Municipality may terminate its participation in this Agreement at any time by providing not less than sixty (60) days' prior written notice to the Coordinator. The Municipality shall forfeit the full amount of the Municipality's annual Service Fee paid or owing for that calendar year in which the notice of termination is effective.
 - b) The Coordinator may terminate this Agreement at any time by providing not less than six (6) months' prior written notice to the Municipality effective January 1 of the subsequent year.
 - c) This Agreement may be terminated at any time by the mutual written agreement of the Municipality and the Coordinator.
 - d) This Agreement will also cease upon:
 - i. the Coordinator's death;
 - ii. the Coordinator's incapacity for a continuous period of three (3) months to perform the essential functions this Agreement as determined by duly qualified physician agreed to by the Parties; or
 - ii. Dissolution of the Municipality with appropriate notice to Coordinator.
- 2.2 Notwithstanding Clause 2.1, neither the Municipality nor the Coordinator may terminate this Agreement during the first three years of the Term.
- 2.3 All amounts owing by one Party to another Party as at the effective date of termination shall be paid in accordance with the terms of this Agreement. The Coordinator shall issue a final invoice to the Municipality affected by a notice of termination within thirty (30) of the effective date of termination.

3) MUNICIPALITY RESPONSIBILITIES

Pre-Conditions to Receiving Service

- 3.1 The Municipality is entitled to receive Services pursuant to this Agreement upon completion of the following:
- a) the Municipality's Council has passed a SDAB Bylaw and the Municipality has provided a copy of the Bylaw to the Coordinator;
 - b) the Municipality's Council has appointed, by resolution, Board Members and Clerk from the list provided by the Coordinator to the Municipality and the Municipality has provide confirmation of the appointments to the Coordinator;

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- c) the Municipality has provided payment in full to the Coordinator of the Service Fee for the first year of the Term.

Payment of Service Fees

- 3.2 During each calendar year of the Term, the Municipality shall pay the annual Service Fee to the Coordinator on or before January 31.
- 3.3 Upon receipt of an appeal to the SDAB, the Municipality is responsible to pay all administration and other fees identified in Schedule "B" in addition to the annual Service Fee.
- 3.4 In the event that a decision of the SDAB is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Municipality shall be responsible to pay all actual costs incurred by the Coordinator in preparing and coordinating the filing of the SDAB's record with the Court of Appeal and such other matters that may be requested or required to support the SDAB's response to the application or merit hearing including the administration and other fees identified in Schedule "B" in addition to the annual Service Fee.
- 3.5 The Municipality shall pay all Service Fees in addition to the annual Service Fees to the Coordinator within Fifteen (15) days after receipt of an invoice from the Coordinator.

Legal Fees

- 3.6 If the Municipality or the Coordinator is of the opinion that legal services are required for the purpose of a specific appeal hearing to be conducted by the SDAB, the Chief Administrative Officer and the Coordinator shall consult and jointly coordinate the retention of appropriate legal counsel for the SDAB. Legal counsel shall only be retained to assist the SDAB with the approval of the Chief Administrative Officer of the Municipality. The Municipality is responsible to pay all legal fees within fifteen (15) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Coordinator and Chief Administrative Officer.
- 3.7 If a SDAB decision is subject to a leave to appeal application or appeal to the Alberta Court of Appeal, the Municipality's Chief Administrative Officer and the Coordinator shall consult and coordinate the retention of appropriate legal counsel for the SDAB. The Municipality is responsible to pay all legal fees within fifteen (15) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Coordinator and Chief Administrative Officer.

Recording Fees

- 3.8 If the Coordinator determines that audio or digital recording and/or transcript services are required for the conduct of a specific appeal, the Chief Administrative Officer and the Coordinator shall consult and jointly coordinate the arrangement of appropriate recording and/or transcript service for the SDAB. Recording and/or transcript services shall only be requested to assist the SDAB with the approval of the Chief Administrative Officer of the Municipality. The Municipality is responsible to pay all recording and/or transcript fees within

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fifteen (15) days of receipt of the invoice from the Coordinator or the transcript firm directly, as may be mutually determined by the Coordinator and Chief Administrative Officer.

Annual Information Provision

- 3.9 On or before January 31 of every calendar year during the Term, the Municipality shall provide the following information to the Coordinator in writing:
- a) The applicable appeal fees in accordance with the applicable bylaw(s) of the Municipality; and
 - b) Copies of Certificates evidencing the Insurance requirements referred to in Section 9 of this Agreement.

Clerk and Administrative Support for the Board

- 3.10 The Municipality shall provide all documentation and information needed by the Clerk and SDAB for the conduct of an appeal hearing to the Coordinator within two (2) Business Days of the Municipality receiving the notice of appeal to the SDAB. The information to be provided to the Coordinator includes, but is not limited to (as applicable):
- a) the notice of appeal,
 - b) confirmation of receipt of the applicable appeal fee,
 - c) notice of decision being appealed,
 - d) copy of the Development Permit being appealed,
 - e) copy of the Stop Order being appealed,
 - f) copy of the original application together with all supporting documents, plans, studies, etc.,
 - g) current copies of all relevant statutory plans, conceptual schemes, non-statutory plans, Land Use Bylaw, policies and procedures relating to the matter that is the subject of the appeal,
 - h) copies of all relevant meeting minutes, staff reports, correspondence, circulation comments and other communications,
 - i) copy of advertisement of the decision being appealed,
 - j) any other record or information relevant to the appeal, and
 - k) the location of the venue for the appeal hearing.
- 3.11 The Coordinator shall be responsible to book a suitable venue for the conduct of the appeal hearing, taking into consideration the anticipated number of attendees to the appeal hearing.

The Municipality shall be responsible to pay for all booking and rental fees and other costs associated with the hearing venue.

Filing of Appeals to the SDAB

- 3.12 The Municipality shall publish on its website and advise on all written decisions issued by its Development Authority or Subdivision Authority and Stop Orders issued by its Development Authority that the decision or Stop Order may be appealed in accordance with the Act by filing a notice of appeal together with the applicable appeal fee with
- a) the Municipality to the attention of the Clerk of the Subdivision and Development Appeal Board.
- 3.13 The Municipality is solely responsible for ensuring compliance with any decision rendered by the SDAB.

4) COORDINATOR RESPONSIBILITIES

- 4.1 Subject to the Municipality's satisfaction of the conditions set out in Section 3.1 and the Municipality's payment of the Service Fees due and payable each year during the Term, the Coordinator shall provide Services to that Municipality in accordance with the terms and conditions of this Agreement.
- 4.2 The Coordinator shall review the Service Fees every three (3) years. If the Coordinator determines that a change is required to the Service Fees, the Coordinator will notify the Municipality in writing no later than June 30th of the proposed change to the Service Fee to be effective January 1 of the subsequent year.
- 4.3 The Coordinator shall ensure it maintains a reasonable list of members who are eligible to serve on the SDAB and who have received training in accordance with the Act at all times during the Term.
- 4.4 The Coordinator shall ensure it maintains a reasonable list of trained and qualified Clerks that are available to assist the SDAB during the Term.
- 4.5 The Coordinator shall provide a list of qualified Board Members and Clerk annually to the Municipality.
- 4.6 The Coordinator shall keep a record of all appeals filed in accordance with the Act for a period of not less than ten (10) years from the date of receipt of the notice of appeal. The Coordinator shall provide the Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Municipality at the sole cost and expense of the Municipality.
- 4.7 The Coordinator shall retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for a period of not less than ten (10) years from the date of receipt of such paper records. The Coordinator shall provide the Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Municipality at the sole cost and expense of the Municipality.

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- 4.8 The Coordinator shall keep a record of all Board Member and Clerk appointments and training and shall provide this information to the Municipality to report to Municipal Affairs from time to time as required by the Act.
- 4.9 The Coordinator, where requested and agreed to by the Municipality, shall retain legal services on behalf of the SDAB.
- 4.10 The Coordinator, where requested and agreed to by the Municipality, shall cause audio or digital recordings and transcripts of appeal hearings to be made.
- 4.11 The Coordinator shall notify the Municipality in writing of receipt of a notice of appeal and provide a copy of the notice of appeal to the Municipality within two (2) Business Days of receipt of the notice of appeal.
- 4.12 The Coordinator shall be responsible to coordinate all arrangements and perform all administrative functions related to the holding of the SDAB appeal hearing in accordance with the requirements of the Act including (as applicable):
- a) Scheduling the appeal hearing,
 - b) Coordinating not less than three (3) Board Members to sit on the Panel. At the option of the Municipality, the Coordinator shall coordinate five (5) Board Members to sit on the Panel,
 - c) Arranging for a Clerk for the appeal hearing,
 - d) Providing notice in writing of the hearing,
 - e) Forwarding all relevant documents and materials electronically to the Municipality to be made available for public inspection on the Municipality's website and at the Municipality's office,
 - f) Preparation of SDAB appeal hearing minutes and summary of the evidence heard by the SDAB,
 - g) Preparation of the SDAB notice of decision, and
 - h) Providing a copy of the SDAB's notice of decision to all relevant parties.
- 4.13 Where a SDAB decision is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Coordinator shall coordinate the preparation and filing of the SDAB hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the SDAB's response to the leave to appeal application or merit hearing.

5) ALL PARTIES' RESPONSIBILITIES

- 5.1 Both the Coordinator and the Municipality shall make every reasonable effort to ensure that all information that will be or is intended to be used in a SDAB appeal hearing is complete and accurate and provided to the other Party in a timely fashion.

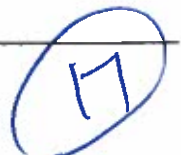
1/6

6) PRIVACY

- 6.1 All Parties acknowledge and agree that they are subject to the *Freedom of Information and Protections of Privacy Act (FOIPP)* and that they will only collect and release information in accordance with the provisions of FOIPP.
- 6.2 The Municipality shall ensure that any information of a confidential or protected nature which it provides to the Coordinator is clearly marked as such.
- 6.3 The Municipality shall ensure that their planning and development applications and forms of notice of appeal having the requisite acknowledgement and agreement pursuant to FOIPP that any party submitting an application or notice of appeal acknowledges and agrees that the information submitted by that party in support of its application or appeal shall be subject to release to the public.

7) DISPUTE RESOLUTION

- 7.1 If any dispute arises between the Municipality and the Coordinator with respect to the interpretation or application of the provisions of this Agreement, the Parties shall first attempt to resolve the dispute by direct negotiations between the Chief Administrative Officer of the Municipality and the Coordinator within thirty (30) days of receipt of notice of the matter in dispute. If the Chief Administrative Officer and the Coordinator cannot resolve the dispute, then such dispute will be referred to two elected officials from the Municipality and the Coordinator, who will then meet to discuss and attempt to resolve the matter in dispute in a timely fashion.
- 7.2 In the event the dispute cannot be resolved by the elected officials of the Municipality and the Coordinator within thirty (30) days of the dispute being referred to them, then, upon mutual consent of the Parties, the Parties may utilize the Alberta Municipal Affairs Mediation Services program to assist in resolving the dispute. The Parties shall bear their own costs of mediation.
- 7.3 In the event the dispute cannot be resolved through mediation, then the dispute will be determined by arbitration in accordance with the following:
 - a) The Parties will agree upon a single arbitrator (the "Arbitrator") and in the event that the Parties are unable to agree upon the Arbitrator, the matter will be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
 - b) The decision of the Arbitrator will be binding upon the Parties;
 - c) The cost of arbitration will be borne by the Party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
 - d) The Arbitrator will not alter, amend or otherwise change the terms and conditions of this Agreement;
 - e) Except as modified herein, the provisions of the *Arbitration Act* will apply to any arbitration conducted pursuant to this Agreement; and
 - f) Notwithstanding any provision contained herein to the contrary, if any dispute which



has been submitted to the Arbitrator has not been determined by the Arbitrator within 45 days of receipt of the notice to arbitrate, either Party at any time thereafter, but prior to the determination being made by the Arbitrator, will have the right of recourse to the Court of Alberta having jurisdiction for determination of the dispute, and upon the commencement of any action for such purpose the jurisdiction of the Arbitrator with respect of such dispute will cease.

8) RELEASE AND HOLD HARMLESS

- 8.1 With the exception of gross negligence or willful breach of this Agreement, the Bylaw or the Act, the Municipality agrees to release and hold harmless the Coordinator, officers, employees, contractors, volunteers, and agents together with the Clerks and Board Members (collectively referred to as the "Coordinator Parties") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind that the Municipality may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of or in connection with the performance or intended performance of the Coordinator Parties' obligations pursuant to the Act, Bylaw and this Agreement.
- 8.2 The provisions set forth in Section 8.1 will survive the expiration of the Term or the termination of this Agreement.

9) INSURANCE

- 9.1 Throughout the Term, the Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:
- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
 - b) General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as an additional insured.
- 9.2 Throughout the Term, the Coordinator shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:
- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
 - b) General Liability insurance policy of not less than \$2,000,000 per occurrence.

10) FORCE MAJEURE

10.1 If the Municipality or the Coordinator fail to meet their respective obligations hereunder within the respective time prescribed, and such failure is directly caused or materially contributed to by Force Majeure, such failure will be deemed not to be a breach of the obligations, provided that, in such event, the Municipality or the Coordinator will use their commercially reasonable efforts to put themselves in a position to carry out their obligations hereunder as soon as reasonably possible, to the extent that it is within their power.

11) NOTICES

11.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- (a) by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received;
- (b) by telecopier, e-mail or by any other like electronic method by which a written or recorded message may be sent, directed to the Party upon whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or

11.2 Notices shall be sent to the following addresses:

To the Municipality at:

The Summer Village of Silver Sands
PO Box 8
Alberta Beach, AB T0E 0A0
Phone: 587-873-5765
Email: administration@wildwillowenterprises.com

To the Coordinator at:

Emily House/Milestone Municipal Services
Site 1, Box 157, RR 1
Onoway, AB T0E 1V0
Phone: (780) 914-0997
E-Mail: emily@milestonemunicipalservices.ca

12) ENTIRE AGREEMENT

12.1 This Agreement is the whole agreement between the Parties and replaces any prior Agreement existing between the parties.

12.2 This Agreement may not be modified, changed, amended or waived except by signed written agreement of the Parties.

13) UNENFORCEABILITY

13.1 If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to be severed from the remainder of the Agreement, and the remainder of the Agreement will be enforceable.

14) ASSIGNMENT

14.1 This Agreement will not be assignable by the Municipality or the Coordinator to any other person, agency, firm or corporation without the prior written consent of the other Parties.

15) COUNTERPART AND ELECTRONIC SIGNATURES

15.1 This Agreement may be executed in any number of counterparts by the Parties. All counterparts so executed will be the same effect as if all Parties actually had joined in executing one and the same document. Any faxed or electronic (pdf) copy of a signature will be deemed to be an original signature.

EMILY HOUSE/MILESTONE MUNICIPAL SERVICES

SUMMER VILLAGE OF SILVER SANDS

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SCHEDULE A – SERVICES

Our services focus on the organization and training of a qualified pool of Board Members and the administrative arrangements for receiving notices of appeal, coordinating and holding appeals and issuing decisions through a qualified pool of Clerks that provide support to the SDAB.

A. The Annual Services Fee (rate set out in Schedule B)

Services included:

- The recruiting and organizing of a pool of Board Members and Clerks available to sit on Panels to hear appeals.
- Arranging for training and certification of Board Members and Clerks.

Exclusions to Services:

- The provision of services directly related to holding an appeal on a particular matter is not included in the Annual Service Fee. These services are subject to additional fees in accordance with Schedule B.

B. Services Related to Holding an Appeal for Additional Fees (Rates set out in Schedule B)

The following will be offered by the Coordinator for Clerk and administrative support for a SDAB hearing:

- Receive notice of appeal from the Municipality and determine whether filing timelines have been met
- Coordinate a Panel of not less than three (3) Board members and, at the option of the Municipality, five (5) Board Members
- Schedule hearing date with appellant(s), respondent(s), Municipality and Board Members forming the Panel within 30 days from the date of receipt of the notice of appeal
- Coordinate the hearing venue with the Municipality
- Prepare appeal agenda package and arrange for distribution
- Prepare and send out notice of appeal in accordance with the Act and arrange for posting with the Municipality
- Make all relevant documents and materials respecting the appeal available for public inspection electronically on the Municipality's website and at the Municipality's office
- Attend hearing and assist Chairman with conduct of hearing
- Prepare record of proceedings
- Attend and assist Panel with deliberations and preparation of decision

- Distribution of decision to affected parties

C. Services Related to a Leave to Appeal Application to the Court of Appeal or a Court of Appeal Merit Hearing for Additional Fees (Rates set out in Schedule B)

The following services will be provided by the Coordinator where the Coordinator provided the Clerk and administrative support for the SDAB hearing and the SDAB's decision on that appeal is the subject of a leave to appeal application to or merit hearing at the Court of Appeal:

- a) coordinate legal counsel to represent the SDAB in consultation with the Chief Administrative Officer of the Municipality, and
- b) coordinate the preparation and filing of the SDAB Hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the SDAB's response to the leave to appeal application or merit hearing.

D. Other Service Offerings

The Coordinator may provide other services at such rates as the Parties may mutually agree to from time to time.

SCHEDULE B – SERVICE FEES AND OTHER FEES

1. **ANNUAL SERVICE FEE: \$300.00**

2. **ADDITIONAL FEES:**

- a. Clerk services will be charged to the Municipality at a rate of \$60/hour.
- b. Administrative support services to the SDAB and Clerk will be charged to the Municipality at a rate of \$60/hour.
- c. Court of Appeal fees: where the Coordinator is providing services relating to a leave to appeal application to or merit hearing at the Court of Appeal, these services will be charged to the Municipality at the rate of \$60/hr.
- d. Withdrawn Appeals: in instances where an appeal is filed and then withdrawn; the Municipality will be obligated to pay the hourly rates for the effort put into the file.
- e. Board Member Per Diems: in instances where an appeal proceeds to a hearing; the Municipality will be obligated to pay Board Member Per Diems in accordance with the following:

Up to 4 hours	Over 4 Hours and up to 8 Hours
\$170	\$340

- f. Meals and Accommodations: will be charged to the Municipality on a cost recovery basis with a maximum amount set by the Chief Administrative Officer of the Municipality in consultation with the Coordinator.
- g. Travel: will be charge to the Municipality at a rate of \$0.55/km.
- h. Office/Print Supplies: will be charged to the Municipality on a cost recovery basis.
- i. Legal Services: will be charged to the Municipality on a cost recovery basis.
- j. Audio, Digital Recording and Transcript Services: will be charged to the Municipality on a cost recovery basis.
- k. Venue booking fees, rates and charges will be charged to the Municipality on a cost recovery basis.

November 29, 2018

Attention: All Municipalities bordering the shores of Lake Isle and Lac Ste Anne

LILSA is applying for grants to deal with the removal, containment and monitoring of flowering rush. Alberta Environment is working on chemical application in the heavily infested areas. The grants we are applying for will facilitate manual digging to contain the spread of the flowering rush on the eastern portion of Lake Isle, the Sturgeon River leading into Lac Ste Anne and the Eastern section of Lac Ste Anne to the Alexis narrows. This entire area needs to be closely monitored starting in the spring and removed when found.

We ask that every Municipality on our two lakes contribute \$500.00 to LILSA in January 2019 to help increase the matching fund component for the potential grants. We will also include our volunteer hours for the matching component of the grant. The monies acquired will permit LILSA to spearhead the Flowering Rush initiative. Funds are needed for a supervisor, 2 to 3 summer students, safety equipment, canoes, kayaks, truck and trailer rental, digging supplies and disposal of Flowering Rush.

We will be conducting future educational sessions for residents to help us identify and monitor Flowering Rush.

This is a serious issue which needs to be addressed NOW. Help us work on a solution!
Cheques are to be made payable to LILSA Box 774 Onaway AB T0E 1V0.


Bernie Poulin
Chair LILSA

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Silver Sands Waste & Compost Collection

2017 Budget	\$	28,900.00
2018 Budget	\$	36,000.00
2019 Budget		?

Current Annual Costs for Bi-weekly Waste Pick-Up & Bi-weekly Blue Bag Pick-up 2019

Waste Biweekly year-round	\$	29,594.00
Blue-bag Biweekly year-round	\$	<u>8,496.00</u>
Total	\$	38,090.00 <i>estimated</i>

Proposed scenario/costs for 2019 Weekly Waste Pick-up during Summer Months & Biweekly Waste Pick-up during Winter Months and 8-yard locking bin for blue-bag pick up with 1 pick-up per month

Summer (6 months weekly)	\$	15,236.00
Winter (6 months bi-weekly)	\$	11,654.00
8-yard locking bin for blue-bag	\$	<u>5,668.00</u>
Total	\$	32,558.00

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Wendy Wildman

From: Wendy Wildman <cao@onoway.ca>
Sent: December 11, 2018 1:12 PM
To: 'Debbie Giroux'
Subject: FW: Register Now: Emerging Trends in Municipal Law 2019

Here's the other one Deb, let's put on our next agenda.

Wendy Wildman
CAO
Town of Onoway
Box 540
Onoway, AB. T0E 1V0
780-967-5338 Fax: 780-967-3226
cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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From: Thompson, Prescilla <pthompson@brownleelaw.com>
Sent: December 11, 2018 10:57 AM
To: 'cao@onoway.ca' <cao@onoway.ca>
Subject: Register Now: Emerging Trends in Municipal Law 2019

Dear Wendy,

You are invited to the following event:

BROWNLEE LLP PRESENTS: 2019 EMERGING TRENDS IN MUNICIPAL LAW

ab

Location: The Best Western Premier Calgary Plaza Hotel
Address: 1316 33 Street NE

→ [Register here: YYC](#)

Discounted room rates are available at the Best Western Premier Calgary Plaza Hotel from \$125 for double occupancy. To book a room, call 1-403-248-8888, as these room rates are only available until January 8, 2019.

Edmonton:

Emerging Trends in Municipal Law

Date: Thursday, February 14, 2019

Time: 8:00am-5:00pm

Location: Edmonton Expo Centre

Address: 7515 118 Ave NW

→ [Register Here: YEG](#)

Registration \$180 + GST per person

**Emerging Trends is proud to be going green! We recommend you use the conference materials which will be available online closer to the date. Please note, we will not have any printed materials on-site.*

Event is by Invitation Only.

We hope you can make it!

Cheers,
Brownlee LLP



PRESCILLA THOMPSON | MARKETING ASSISTANT | BROWNLEE LLP

MARKETING

m. 780-497-4800 | d. 780-970-5739 | f. 780-424-3254 | pthompson@brownleelaw.com

2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8

Toll-Free. 800-661-9069 | www.brownleelaw.com

Brownlee LLP would like the opportunity to send you invitations and legal news electronically. Please give us your permission by clicking [here](#).

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BROWNLEE LLP
Barristers & Solicitors presents:



EMERGING TRENDS IN MUNICIPAL LAW

February 7, 2019 - Calgary
February 14, 2019 - Edmonton

- Topics include:**
- Economic Development
 - Revenue Strategies
 - Employment Restructuring
 - Value Procurement

Registration: \$180 + GST per person

Please note that booklets will NOT be available.

Materials will be made available online should you wish to print them prior to the event.

To register for the Calgary event on Feb 7, 2019 [CLICK HERE](#)

To register for the Edmonton event on Feb 14, 2019 [CLICK HERE](#)

For more information including venues and hotel availability visit www.brownleelaw.com/events/

Agenda and course descriptions will be made available soon.
Event is by invitation only.

BrownleeLaw.com

An Exclusive Legal Educational Seminar for Municipal Elected Officials & Employees Only.

Topics Include:

- Economic Development
- Revenue Strategies
- Employment Restructuring
- Value Procurement

Event to be held at:

Calgary:

Emerging Trends in Municipal Law

Date: Thursday, February 7, 2019

Time: 8:00am-5:00pm

[FWD: 2019 Reynolds Mirth Richards & Farmer LLP Municipal Law Seminars - Registration Now Open]

----- Original Message -----

Subject: 2019 Reynolds Mirth Richards & Farmer LLP Municipal Law Seminars - Registration Now Open
From: "Colleen N. Gilliam" <CGilliam@rmrf.com>
Date: Tue, November 27, 2018 8:56 am
To:

\$ 125⁰⁰/

Registration for our 2019 Municipal Law Seminars is now open. Please circulate this invitation at your discretion to those within your organization who you think would benefit from attending, including councilors and administration.

Edmonton Seminar: Friday, February 15, 2019

Airdrie Seminar: Friday, February 22, 2019

Grande Prairie Seminar: Friday, March 8, 2019

8:30 am to
3:30 pm

We will be offering an array of topics for each location and will also be including a new optional working lunch session on Estate Planning Essentials at our Edmonton Seminar, presented by RMRF Partner, Maya Gordon.

Please do not hesitate to contact us should you have any questions.

We look forward to seeing you there!

*We also still have spots open for our **Subdivision & Appeal Board Training Workshop on Wednesday, December 12, 2018**. If you are interested in attending please visit our event page by clicking [here](#).*

Colleen N. Gilliam | Marketing and Events Coordinator
Direct: 780.497.3365 | cgilliam@rmrf.com

3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J 3W8
Fax: 780.429.3044 | Toll Free: 1.800.661.7673 | www.rmrf.com

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(29)

Municipal Law Seminar - Edmonton

Reynolds Mirth Richards & Farmer LLP
Friday, 15 February 2019 from 8:30 AM to 3:30 PM (MST)
Edmonton, AB



Ticket Information

TICKET TYPE	SALES END	PRICE *	FEE	QUANTITY
Reserved Seating	31 Jan 2019	\$125.00	\$5.06	1

* Prices include GST/MST

Save This Event



Order Now

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Email Share Tweet Like Sign Up to see what your friends like

When & Where



Edmonton, AB
Canada
Friday, 15 February 2019 from 8:30 AM to 3:30 PM (MST)

Add to my calendar

Event Details

Our 34th Annual Central Municipal Law Seminar will run from 8:30am - 3:30pm followed by a casual reception. Doors open at 7:45am and your registration fee includes breakfast, lunch, coffee breaks, and our post-program reception.

Venue location and a detailed agenda will be sent to registrants closer to the seminar. A hotel guestroom block is available for attendees.

Topics at this year's seminar will include:

Words Matter – Unravelling Legal Language

The law sometimes uses words in mysterious and unexpected ways. In this session, we'll take a look at the interesting, surprising, and sometimes quirky ways that statutes (like the *Municipal Government Act*), contracts (like the standard form municipal construction and roadbuilding contracts), and courts use and abuse the English language. To quote a noted (though fictional) scholar: "You keep using that word – I do not think it means what you think it means."

Constitutional Challenges to Municipal Bylaws

In this session, we will discuss the various ways municipal bylaws can be challenged under the Constitution of Canada. We will discuss constitutional challenges based on the s. 91 and s. 92 division of powers between the Provinces and the Federal Government, including when bylaws may be considered, in pith and substance, criminal law. We will also discuss constitutional challenges to municipal bylaws based on the Charter and review how the Oakes Test works. The fear of a constitutional challenge is not

Organizer

Reynolds Mirth Richards & Farmer LLP



Reynolds Mirth Richards & Farmer LLP

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Handwritten number 30 in a circle

uncommon when considering new or progressive bylaws and the topic is a timely one with the legalization of recreational cannabis and the many areas in which municipalities play a role in regulation at the local level.

Procurement Pitfalls and Troublesome Contractors

Recent changes to the trade agreements affecting municipalities and new case law regarding municipalities' rights to manage or exclude problematic contractors all highlight the need to ensure you have effective procurement policies in place. There are many circumstances where a particular contractor has a history of problems, and the municipality would like to avoid ever working with them again in the future. However, when putting out a tender or request for proposals, the municipality faces a risk that the problematic contractor will come in as the low bidder, potentially forcing the municipality to work with them and go through the same problems yet again.

This session will discuss various ways of addressing that risk, by ensuring the municipality is protected from having to accept bids from those difficult contractors. It will explore policies the municipality can put in place to restrict or disqualify certain contractors from bidding on future work, and provide greater flexibility and control to municipalities when selecting their contractors or service providers in the future.

So Many Choices: How Municipalities Can Provide Services and Operate Facilities

The *Municipal Government Act* empowers municipalities to provide services and facilities that council considers necessary or desirable for the community. Municipal services and facilities can be provided and operated in a number of ways, at the municipal, intermunicipal, or regional level.

This session will explore a number of possible models for the delivery of services and operation of facilities, with discussion of opportunities for intermunicipal and regional collaboration. Options to be discussed will include non-profit corporations, municipality corporations, and regional services commissions.

The Solution to Spending 85% of Supervisory/Managerial Time on 15% of the Problem Employees: Just Cause, Progressive Discipline and Updates

This session will review performance appraisals, investigations, progressive discipline, and just cause. We will have suggestions on ways to deal with difficult employees and go over updates to the Act.

Tax Collection

This session will review the options municipalities have for collecting unpaid property taxes (including linear taxes) and a review of recent developments and cases involving municipalities, receiverships, CCAA proceedings and bankruptcies.

Working out the Kinks of the Assessment MGA Amendments

Get caught up on recent cases, the implementation of the *Modernized Municipal Government Act* changes, and the regulation changes yet to come.

Bear Pit

Registrants will have the opportunity to submit legal questions on matters affecting municipalities for discussion by our panel of lawyers

This year, we will also be offering an optional lunch session on Estate Planning Essentials, presented by RMRF Partner, Maya Gordon.

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This working lunch session will give attendees an opportunity to hear about some of the basics of estate planning, including Wills, Enduring Powers of Attorney, and Personal Directives. This session will include time for questions.

Have questions about Municipal Law Seminar - Edmonton? Contact Reynolds Mirth Richards & Farmer LLP

Other Events You May Like

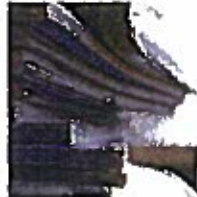


WED 12 DEC 9 00 AM

Subdivision and Development Appeal Board Training Workshop

Reynolds Mirth Richards & Farmer LLP Ed

#Class



\$175

February 4, 2019
3:30 to 5:00 PM

Bylaws Refresher

A Society Bylaws Overview

MON 4 FEB 5 30 PM

Bylaws Refresher - A Society Bylaws Overview

Edmonton, Edmonton

#Charity/Causes #Class



WED 13 FEB 8 00 AM

2019 Subdivision and Development Appeal Board Training Workshop -

Delta Hotels by Marriott Edmonton South Co

#Business #Conference



SAT 19

Bridgier and Ad Boys and Girls

Boys and Girls

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November 30, 2018

RECEIVED
Dec 11/18

Mayor Bernie Poulin
Summer Village of Silver Sands
Box 8
ALBERTA BEACH, Alberta
T0E 0A0

Dear Mayor Poulin:

Each year, school divisions gather together with learning partners from government and other organizations to discuss topics of critical importance to rural schools and communities. This conference, the Alberta Rural Education Symposium, has as its theme "Schools and Communities: Partners in Action". This year's focus extends beyond the classroom and into the board rooms of municipalities and counties across the province. Given that there is an opportunity to advance our mutual goals, I wish to invite you, as our community partners, to join us at this important conference which will be held March 3 – 5, 2019 in Edmonton.

What can you expect to find at this event? First, ministers from education, municipal affairs, and other portfolios integral to rural sustainability will be in attendance and participate in a panel discussion. All delegates are invited to an all MLA reception on Sunday evening for an opportunity to connect with Ministers and MLA's from across the province to engage in one-on-one conversations. Second, Keynote David Irvine, one of Canada's most respected voices on leadership and organizational culture, will lead delegates in conversations around leadership, partnerships and authentic connections. Third, a valuable opportunity to connect with key leaders in your community to further the work of building capacity and supporting rural sustainability.

The keynote speakers at ARES 2019 will focus on their research and experiences to provide advice on how we can positively impact rural communities. This is much more than a conversation about education. It is about the future of rural communities. A full profile of the program and line up of talented speakers who have expertise in rural schools and communities can be found on our website: <https://www.albertraruraleducation.ca>

Rural Alberta needs to work collaboratively to find solutions that will support the revitalization of our communities. Building strong communities is a responsibility for all of us; working together just makes sense. We hope to see you there!

Sincerely,

Judy Muir
Board Chair

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Summer Village of Silver Sands

Report to Council

Meeting: December 21, 2018 - Regular Council Meeting

Originated By: Tony Sonnleitner, Development Officer, Summer Village of Silver Sands

Comments:

Planning and Development matters have continued to be quiet during the month of December. No Development Permits, or Enforcement Action, were issued or taken.

Regards,

Tony Sonnleitner, Development Officer

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SVSS Council Meeting December 21,2018

Public Works Report

1. Snow Removal Dec 2 snow storm. A sincere Thank You to all the residents who helped with snow removal on their streets. With the snow not letting up till 7-8 pm, Public works plowed majority of streets and sanded where needed by 7 am. The remaining one or two streets by mid afternoon. Carl had grader out and public works followed clearing snow ridges from street intersections and driveways.
- 2 Salted sand, Carl Schnell hauled in a load Dec 4 th just before the rain came. Public works has been sanding all streets and SSSDR. Residents have been picking up sand for there steps and driveways from the sand bins locations on SSSDR at top of the hill, second in front of lot 4 Hazel and from rear of Quonset. Residents bring your own container to transport. Public works has ordered 5 sand bin containers should be in this week and will be placed on streets with hills or inclines. These sand bins are of heavy plastic e/w lid and are can be moved if needed to areas needed through out the village.
- 3 Quonset repair on lower wall work starting this week. Lower portion 12-18 inches is rotten caused by dirt piled up over the years against the building from the driveway. Dirt has been removed allowing room to work. Under tin is layer of shingles then plywood.
- 4 As weather permits will be doing tree removal on a couple streets.
- 5 Public works will be moving snow piles on corners and digging out some ditches that have had snow pushed in and covering culverts. There are areas in the village where water is still running in the

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ditches and if culverts are blocked with pushed in packed snow how can the culverts drain. If not allowed to drain and culvert freezes then a steamer truck will be required in the spring Public works is trying to do preventative maintenance to help reduce costs of steamer units.

Hi Wendy, at the SVSS Quonset we have a few items no longer in use and taking up floor space in the shop. There may be additional items added or deleted. Additional information of brand name and model # of equip available next few days.

1. 15 ton floor jack
2. ATV molded seat for rear rack of ATV
3. Metal folding chairs qty (32)
4. 2 sets of cement park benches ends only wood 2 x 4 need Replaced
5. 12 foot aluminum boat approx. 12 foot
6. Wheeled oil drain container

Offer for sale by tender?

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Wendy Wildman

CAO
report

From: administration@wildwillowenterprises.com
Sent: November 28, 2018 4:38 PM
To: Wendy Wildman
Subject: [FWD: Acknowledgement Letter]
Attachments: 001-00425653 (F00149230) SV of Silver Sands-AckLTR.pdf

Wendy, would this be something you would want on a future SS agenda so that we can follow the paperwork and to acknowledge to Council that the application has been submitted as it could be a while before we see any kind of approval. And if not, I will just keep in my folder.

Thx.

H.

S.V. of South View

S.V. of Silver Sands

S.V. of Yellowstone

Phone: 587-873-5765

Fax: 780-967-0431

Website: www.wildwillowenterprises.com

Email: administration@wildwillowenterprises.com

----- Original Message -----

Subject: Acknowledgement Letter

From: AEP Water Approvals SpruceGrove
<WaterApprovals.SpruceGrove@gov.ab.ca>

Date: Wed, November 28, 2018 3:36 pm

To: ! ADMINISTRATION <ADMINISTRATION@WILDWILLOWENTERPRISES.COM>

Cc: Paul Sandhu <Paul.Sandhu@gov.ab.ca>

Good Afternoon – please find attached the acknowledgement letter for the Water Act application that was received at our Regulatory Approvals Centre. Your application has been assigned to Paul Sandhu. If you have any questions regarding this please contact Paul. Thank you, Kathy

Kathy Svenshek
Administrative Assistant
Operations
Upper Athabasca
Suite #1 250 Diamond Avenue
PO Box 4240 (T7X 3B4)
Spruce Grove AB T7X 4C7
Phone: 780-960-8603
Reception: 780-960-8600

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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 system manager. 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 e-mail.

November 28, 2018

File No.: 00149230
Application No.: 001-00425653

Heather Luhtala
administration@wildwillowenterprises.com
Summer Village of Silver Sands
Box 8
Alberta Beach AB T0E 0A0

Dear Ms. Luhtala:

**RE: Your Application for an Approval Under the *Water Act*
For the Purpose of a Boat Launch
Located at SE 04-054-05-W5M and SW 03-054-05-W5M**

We acknowledge receipt of your application submitted to Alberta Environment and Parks under the *Water Act*.

Your application number 001-00425653 has been assigned file number **00149230**. Please refer to this file number in your future correspondence.

For any questions regarding this file, please contact:

Mr. Paul Sandhu
Phone: 780-960-8639
Email: Paul.Sandhu@gov.ab.ca

Additional information about the *Water Act* and the approval process can be found at the following link: <http://aep.alberta.ca/water>.

Yours truly,

Fidelma Horgan.

Fidelma Horgan, P.Eng.
Team Lead

cc: Paul Sandhu, AEP

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Fwd: [Alberta Traffic Safety Fund] ATSF Grant Not Approved

Summer Village Office [administration@wildwillowenterprises.com]

Sent: 12/14/2018 7:18 PM

To: svislandlake@wildwillowenterprises.com

Susan, pls print for SS, SV, WC Agendas.

Thx

Heather Luhtala,
Asst. CAO
S.V. of South View
S.V. of Silver Sands
S.V. of Yellowstone

Begin forwarded message:

From: Alberta Traffic Safety Fund <no-reply-atsf@albertagrants.ca>
Date: December 14, 2018 at 4:18:41 PM MST
To: Wendy Wildman <administration@wildwillowenterprises.com>
Subject: [Alberta Traffic Safety Fund] ATSF Grant Not Approved

Dear Wendy,

This is an automatic email. Please do not reply to it directly

Thank you for your interest in the ATSF. Your application *Joint-Use Portable Solar Speed Indicator Sign*, submitted for Summer Village of Silver Sands, has been fully assessed and considered by our decision team. The Fall 2018 grant call was very competitive, and your application has not been approved for funding.

If you have any questions, please contact us at colleen.delany@gov.ab.ca.

 Alberta Government
Traffic Safety Fund

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Beets
Sandy Smith



Thank you for your silent auction donation. It truly added to the success of our ASVA 60th Anniversary Conference and Gala Banquet.

ROB DICKIE
Marlene Walsh

Robert Bellotti
Lecia Garcia
W. C. Campbell
Brenda Newage

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Town of Mayerthorpe

Report Range : 2018/11/01 0000 to 2018/11/30 2359 **Report Title :** SILVER SANDS DAILY EVENTS

11/10/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/10 1600 DAWN, DWIGHT
2018/11/10 1730 TOWN OF MAYERTHORPE

GENERAL PATROL
SILVER SANDS
SUMMER VILLAGE
PATROL VILLAGE AND RADAR ON MAIN ROAD FOR 45 MINS, TRAFFIC PRETTY QUIET AND THE FEW VEHICLES WERENT FASTER THAN 60 K.

11/16/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/16 1300 DAWN, DWIGHT
2018/11/16 1430 TOWN OF MAYERTHORPE

GENERAL PATROL
SILVER SANDS
SUMMER VILLAGE
PATROL VILLAGE AND MONITOR RESIDENCES FOR B&E'S, FAIRLY QUIET DAY, ROADS SNOW AND ICE COVERED, TRAFFIC SLOW

11/21/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/21 0930 DAWN, DWIGHT
2018/11/21 1100

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TOWN OF MAYERTHORPE

GENERAL PATROL
SILVER SANDS
SUMMER VILLAGE

PRETTY QUIET MORNING TODAY, LITTLE TO NO TRAFFIC ON MAIN ROAD OR IN THE VILLAGE, CHECKED ON RESIDENCES.

11/29/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/29 1100 DAWN, DWIGHT

2018/11/29 1230
 TOWN OF MAYERTHORPE

GENERAL PATROL
SILVER SANDS
SUMMER VILLAGE

RADAR ON MAIN ROAD IN, MINIMAL TRAFFIC TODAY, PATROL BOTH SIDES AND CHECK ON PARKING COMPLAINT FROM PUBLIC WORKS. VEHICLE IS A LITTLE CLOSE TO ROAD, CALL WILL BE MADE

Total Events: 4

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ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Leduc-Beaumont*

AR96015

Dear Mayors, Reeves, and local Councillors across Alberta,

I am writing to inform you that, later today, I will introduce new legislation, the *City Charters Fiscal Framework Act*, which will formalize a new capital infrastructure funding agreement with the cities of Edmonton and Calgary to replace the Municipal Sustainability Initiative (MSI) beginning in 2022-23.

This legislation is in response to the Government of Alberta's commitment in Budget 2018 to work with Alberta's two largest cities on a long-term revenue-sharing formula that would support their capital infrastructure needs. The cities of Edmonton and Calgary have worked with the province to achieve a path to balance that saw MSI funding allocations for the two cities reduced by \$152 million in Budget 2018. These reductions to the cities are also sustained each year until fiscal year 2021-22. All other municipalities have remained whole through the economic downturn and until 2021-2022, when MSI is set to expire.

With this stated, I wish to make clear the Government of Alberta recognizes all municipalities require stable, predictable, and permanent capital infrastructure funding. This is why our government committed in Budget 2018 to pursue new funding arrangements with all municipalities and why we remain engaged in continued discussions with AUMA and RMA over the coming weeks to complete a long-term, revenue-sharing agreement for municipalities for implementation in 2022-23 after MSI expires.

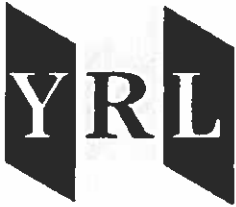
We were able to reach an agreement with the cities of Edmonton and Calgary through the City Charter process, and the next phase is to reach a long-term agreement with the rest of Alberta's municipalities. The infrastructure needs of Albertans in mid-sized cities, towns, villages, summer villages, MDs and counties is important and our commitment remains to form a legislated capital funding framework so that your communities can continue to build and thrive.

Yours in partnership,

Hon. Shaye Anderson
Minister of Municipal Affairs

cc: Barry Morishita, President, Alberta Urban Municipalities Association (AUMA)
Al Kemmere, President, Rural Municipalities of Alberta (RMA)

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YRL Board Executive Committee Highlights

December 10, 2018

2019 YRL Board Executive Committee Meeting Dates

- Mondays from 10:00 a.m. to 1:00 p.m. at YRL in Spruce Grove.
 - February 11
 - April 8
 - May 13
 - August 26
 - September 9
 - December 16

2019-2021 Plan of Service

- The Executive Committee approved the 2019-2021 Plan of Service.
 - A copy will be filed with Municipal Affairs Public Library Services Branch (PLSB).
- The three strategic priorities are:
 - Provide quality services that support the priorities of and challenges faced by member libraries.
 - Strengthen organizational capacity.
 - Demonstrate the value of YRL to its stakeholders.
 - Each priority has two to three goals as well as two to three corresponding objectives to meet each goal.
- The 2019-2021 Plan of Service will be distributed to all stakeholders in 2019.

Renovations Celebration

- With construction taking longer than originally planned, the celebration discussion was deferred to the February meeting.

2018 Audit

- Preliminary documentation was provided to a Grant Thornton LLP representative in November and the official on-site audit will be conducted the second week of January.
- The auditors will present the draft 2018 audit to the Executive Committee in February and to the Board for approval on March 4.

2016-2018 Plan of Service Progress Report

- The report outlined the progress/completion of goals and strategies during 2018.

Financial Statements

- The third quarter financial statements were reviewed; there were no anomalies.

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Infrastructure Grant Update

- Construction in the shipping, receiving and sorting areas continues.
 - The new interior walls are painted.
 - A double-wide overhead door is installed.
 - Finishing layers are being put on the dock concrete.
 - Staff workstations will be moved in the new year after the new shelves are assembled and the current shelves moved.
- The washroom floors will be redone during the end of year break.
- During 2019, the windows will be replaced and the parking lot paved.

Alberta Library Conference

- April 25-28 at The Fairmont Jasper Park Lodge.
- The budget allows for up to 12 trustees to attend this [annual conference](#).
 - As per YRL policy, Executive Committee members have first right of refusal.
 - After the Executive Committee members respond, the remaining spots are offered to all trustees and awarded by lottery.

Chair's Report – Hank Smit

- Thanked the staff and Executive Committee members for helping him learn about the YRL Board Chair position.
- Attended two PLSB-organized meetings with the Director:
 - Provincial Public Library Network Nodes meeting comprised of CEOs/Directors and Board Chairs from 16 libraries/library systems.
 - Provincial Regional Library Systems meeting comprised of Directors and Chairs from the seven systems.
 - Included a presentation from the National Network for Equitable Library Service (NNELS) about books available through interlibrary loan in various accessible formats for those with print disabilities.

Director's Report – Kevin Dodds

- Attended two PLSB-organized meetings with the Chair:
 - The Network Nodes meeting consisted of updates only (no decision items).
 - Two RFPs will be published soon: one for an eAudiobook eResource and one for interlibrary loan software.
 - The Systems meeting included a review of the legislation including compliance.
- A notice on the Town of Grande Cache website announced that as of January 1 it will become the Hamlet of Grande Cache in the Municipal District of Greenview No. 16.
 - Grande Cache will become a member of Peace Library System (PLS) upon the establishment of a library board by the Municipal District of Greenview.
- Contact [Laurie](#) to book a presentation by the new director to your municipal council and/or library board about YRL membership, governance, services and collections.

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Assistant Director's Report – Wendy Sears Ilnicki

- Annual interlibrary loan counts were done last month and are up 10% from 2017.

Client Services Manager's Report – Stephanie Thero

- Working with PLS staff to transition Grande Cache Municipal Library to them within the Polaris system (i.e. patrons, items, settings, etc.).

YRL Public Libraries' Council (PLC) – Robert McClure

- PLC Executive Committee members were each assigned YRL member libraries to maintain contact with throughout the year.
- Three PLC Executive Committee members will attend the 2018-2019 YRL Board Executive Committee meetings.
 - Chair Robert McClure, Yellowhead County Library Board
 - Vice Chair Lisa Old, Westlock Municipal Library
 - Doug Whistance-Smith, Drayton Valley Municipal Library

Presentation

- On behalf of the YRL Board, Vice Chair Derril Butler expressed his gratitude to Kevin Dodds for 29 years of service at YRL, congratulated him on his success during the last ten years as Director and wished him well in his retirement.

KEY DATES

Trustee Orientation (for YRL Trustees/Alternates).....	Monday, January 21, 9:30 a.m. to 2:00 p.m.
YRL Board Executive Committee Meeting	Monday, February 11, 10:00 a.m. to 1:00 p.m.
YRL Board Meeting.....	Monday, March 4, 10:00 a.m. to 1:00 p.m.

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