

SUMMER VILLAGE OF SOUTH VIEW

AGENDA

Regular Council Meeting at the Onoway Civic Centre, held on
Wednesday, January 16th, 2019 commencing at 9:30 a.m.

1. Call to Order

2. Agenda: a) January 16th, 2019 Regular Council Meeting Agenda

3. Minutes: p1-4 a) December 5th, 2018 Regular Council Meeting Minutes

4. Appointments: n/a

5. Bylaws: a) Bylaw No. 204-2018, a bylaw for the establishment of the Subdivision and Development Appeal Board. Further to approving the agreement with Emily House and Milestone Municipal Services, the Summer Village also needs to pass a bylaw establishing this board. We are requesting all readings of this bylaw (*give all readings of this bylaw as is, or as amended, or some other direction as given by Council at meeting time*)
p5-9

6. Business: a) Subdivision and Development Appeal Board Services – further to our December meeting where Council approved the proposal from Emily House and Milestone Municipal Services, attached is the actual agreement that needs to be approved and executed, as well as the list of clerks and board members that need to be approved (see attached Dec. 28 email). We have some Summer Village elected who have recently taken the course and I do expect they will be added to this pool and we will appoint them when appropriate (*approve the agreement between the Summer Village and Emily House/Milestone Municipal Services for the provision of Subdivision and Development Appeal Board services and authorize its execution, and appoint Emily House and Cathy McCartney as clerks and Denis Meier, Rainbow Williams, Don Dobing and John Roznicki as board members of the Subdivision and Development Appeal Board*)
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b) South View Policies – further to previous discussions and emails, attached are the proposed new policies for the Summer Village. These policies were originally drafted by the consultant working on our bylaw and policy project, and these policies were emailed to Council previously for your review. We are requesting consideration to approve these policies as presented or with amendments. We have attached existing policies where applicable, these will be rescinded once our new policy is approved.

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p 26-27

p 28-29

p 30-31

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p 68-73

1. A-ADM-INF-1: Dissemination of Information to the Public (*will rescind policy 3-02*)
2. A-COM-DIS-1: Landowner Disputes Resolution (*will rescind policy 7-01*)
3. A-FIN-TAX-1: Tax Recovery Fees (*will rescind policy 2-01*)
4. A-FIN-TAX-2: Tax Roll Address Change (*will rescind policy 2-05*)
5. A-HUM-COD-1: Human Resources Code of Conduct
6. A-HUM-CON-1: Contractor
7. C-PRO-ENF-1: Bylaw Enforcement Policy (*will rescind policy 4-01*)
8. A-PRO-FIRE-1: Fire Ban Declaration Policy
9. A-REC-PLAY-1: Playground Equipment
10. A-TRA-INSP-1: Road Inspection and Maintenance Policy (*will rescind policy 5-01*)
11. C-CAO-PERF-1: Chief Administrative Officer Performance Evaluation
12. C-COU-MTG-1: Notification of Council and Committee Meetings (*will rescind policy 1-02*)
13. C-COU-PAR-1: Public Participation Policy (*will rescind policy 9-01*)
14. C-COU-POL-1: Council and Administration Policy Development
15. C-FIN-BUD-1: Expenditures not included in Annual Budgets
16. C-FIN-DCA-1: Disposal of Capital Assets
17. C-FIN-PUR-1: Purchasing Policy (*will rescind policy 2-02*)
18. C-FIN-RES-1: Restricted Surplus & Reserves
19. C-FIN-TEN-1: Tendering Policy (*will rescind policy 2-06*)

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P74-77 20.C-HUM-REC-1: Recruitment (*will rescind policy 3-03*)

(approve policies as presented or with amendments, or some other direction as given by Council at meeting time)

P78

Policy 1-03 Partial Plan Cancellation Bylaw – attached is the noted policy which is not required and we are asking for this policy to be rescinded. (*that Policy 1-03 Partial Plan Cancellation Bylaw be rescinded*)

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- c) Northern Gateway Public Schools – please refer to the attached invitation from Chair Judy Muir to the Alberta Rural Education Symposium March 3rd to 5th, 2019 in Edmonton. I inquired with County Reeve Blakeman as to the 2018 symposium which he attended and he stated that it is important for rural municipalities to attend this symposium and support our rural school board in their lobbying efforts for funding of our rural schools. Administratively we have forwarded this letter to the SVLSACE group suggesting they consider sending one or two reps which may be more financially beneficial than each Summer Village considering sending someone (*accept for information, or authorize attendance, or some other direction as given by Council at meeting time*)

P80-82

- d) Brownlee LLP Emerging Trends in Municipal Law Seminar – please refer to the attached info on this seminar scheduled for Thursday, February 14th, 2019 in Edmonton at a cost of \$180.00/registrant plus GST. Topics include: Economic Development, Revenue Strategies, Employment Restructuring, Value Procurement. At our December meeting Council considered the Reynolds Mirth Richard and Farmer Law Seminar which was simply accepted for information. Administration is hoping to attend one or both of these, with our costs being prorated amongst the municipalities with work with (*accept for information or authorize attendance*)

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- p 83
- e) Speed Bumps within the Summer Village – further to discussion at our last Council meeting, attached is a quote from Border Paving to supply and install hot mix asphalt speed bumps along Oscar Wikstrom Drive. Cost is \$765.00/each plus GST, with a minimum order 6. *(discussion and direction at meeting time)*

- f) 2019 Interim Operating Budget – at the first meeting of each new fiscal year Council must pass an interim operating budget so the municipality may carry on with its financial requirements until such time as the 2019 Operating and Capital Budget is approved. *(that a 2019 Interim Operating Budget be approved at ½ of the 2018 Operating and Capital Budget, and that this 2019 Interim Operating Budget cease to have any force and effect once the 2019 Operating and Capital Budget is approved)*

- g) Draft 2019 Operating and Capital Budget – to be distributed at meeting time is our first look at our draft 2019 budget, with 2018 actual expenses updated to include the last batch of accounts payable. We will review this budget in detail at meeting time, and continue to review it at each meeting until it is approved in April *(accept the draft 2019 budget for information)*

- p 84-85
- h) 2019 FCSS Allocations – please refer to the attached January 4th, 2019 email from FCSS Coordinator Shelley Vaughan. Onoway who distributes our FCSS funds on our behalf is looking for direction with respect to what programs we would like to see funding in 2019. A list of where our 2018 funds were spent is attached *(direction as given by Council at meeting time)*

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- P 86-92
- i) Seniuk & Company – January 4th, 2019 Audit Engagement Letter to complete the 2018 Financial Audit for the Summer Village. The Auditor forwards this letter every year, and as in the past we are requesting a motion to approve this engagement letter. *(that the January 4th, 2019 Audit Engagement Letter with Seniuk & Company to complete the Summer Village's 2018 Financial Audit be approved and execution authorized)*

j)

k)

l)

7. Financial a) Income and Expense Statement – as of November 30th, 2018 (to be distributed at meeting time)
8. Council Reports
- a) Mayor Benford
b) Deputy Mayor Johnson
c) Councillor Ward
9. Chief Administrator's Report
- P 93-94 - Municipal Accountability Program – Dec. 20 letter from Deputy Minister Brad Pickering
- Tax Recovery/Public Auction update
P 95 - Alberta Traffic Safety Fund – our application was not approved
P 96-97 - Ag for Life request for donation
P 98 - Office of the Information and Privacy Commission of Alberta update

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10. Information and Correspondence

- p 99-100 a) Community Peace Officer Reports – for November 2018.
- p 101 b) ASVA – thank-you for donation to their 2018 silent auction
- p 102-104 c) Yellowhead Regional Library December 10th, 2018 Board Executive Committee Highlights
- p 105-108 d) ASVA – January 7th, 2019 letter on what the Association is doing on members behalf
- e)

11. Closed Meeting Session n/a

12. Next meeting:

13. Adjournment

Upcoming Meetings:

-SVLSACE February 23rd, 2019 at Fallis Hall 9:00 a.m.

SUMMER VILLAGE OF SOUTH VEW
REGULAR COUNCIL MEETING MINUTES
WEDNESDAY, DECEMBER 5, 2018
TOWN OF ONOWAY COUNCIL CHAMBERS

PRESENT: Council: Mayor Sandi Benford
Deputy Mayor Brian Johnson
Councillor Garth Ward

Administration: Wendy Wildman, Chief Administrative Officer
Heather Luhtala, Assistant Chief Administrative Officer

Appointments: None

Public at Large: 0

	MOTION #	
1.	CALL TO ORDER	Mayor Benford called the meeting to order at 9:34 a.m.
2.	AGENDA 153-18	<p>MOVED by Councillor Ward that the December 5, 2018 Agenda be approved with the following addition:</p> <p>Under Chief Administrative Officer's Report: -Development Officer Report for December 2018</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES 154-18	<p>MOVED by Deputy Mayor Johnson that the minutes of the October 10, 2018 Regular Council Meeting be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	APPOINTMENTS	n/a
5.	BYLAWS	n/a
6.	BUSINESS 155-18	<p>MOVED by Deputy Mayor Johnson that Council accept for information the invite to the 2019 Reynolds Mirth Richards and Farmer Municipal Law Seminar scheduled for Friday, February 15, 2019 in Edmonton.</p> <p style="text-align: right;">CARRIED</p>
	156-18	<p>MOVED by Deputy Mayor Johnson that the Summer Village of South View support the Farm Safety Centre's 2019 Safety Smarts program in the amount of \$150.00.</p> <p style="text-align: right;">CARRIED</p>

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157-18	<p>MOVED by Mayor Benford that that further to discussion at the October 13, 2018 Summer Villages of Lac Ste. Anne County East Meeting, the Summer Village of South View forward a letter to internet services providers encouraging them to engage with Lac Ste. Anne County to work on populating the existing County tower infrastructure.</p> <p style="text-align: right;">CARRIED</p>
158-18	<p>MOVED by Councillor Ward that Council ratify the confirmed projected population number of 68 for the Summer Village of South View with respect to the Darwell Lagoon Commission proposed wastewater transmission line.</p> <p style="text-align: right;">CARRIED</p>
159-18	<p>MOVED by Mayor Benford that Council confirm the Summer Village of South View's interest in continuing with the Darwell Lagoon Commission proposed wastewater transmission line.</p> <p style="text-align: right;">CARRIED</p>
160-18	<p>MOVED by Mayor Benford 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> <p style="text-align: right;">CARRIED</p>
161-18	<p>MOVED by Councillor Ward that Council approve the 2019 Family and Community Support Services Agreement between the Province of Alberta and the Summer Village of South View and authorize execution of the agreement (Province - \$3,508 / Summer Village - \$877 – Total - \$4,385).</p> <p style="text-align: right;">CARRIED</p>
162-18	<p>MOVED by Councillor Ward that Council approve and appoint Colleen Richardson as Deputy Director of Emergency Management for the Summer Village of South View.</p> <p style="text-align: right;">CARRIED</p>
163-18	<p>MOVED by Councillor Ward that Council ratify attendance of Administration and the Director and Deputy Director of Emergency Management to the Basic Emergency Management training and ICS 100 training that was scheduled for November 23, 2018 in Onoway.</p> <p style="text-align: right;">CARRIED</p>

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REGULAR COUNCIL MEETING MINUTES
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TOWN OF ONOWAY COUNCIL CHAMBERS

	164-18	MOVED by Deputy Mayor Johnson that Council approve the proposal between Emily House of Milestone Municipal Services and the Summer Village of South View for Subdivision and Development Appeal Board Services and authorize execution of the proposal. CARRIED
	165-18	MOVED by Deputy Mayor Johnson that Council allocate \$500.00 in the 2019 budget for flowering rush containment and monitoring, funds to be forwarded to LILSA. CARRIED
7.	FINANCIAL 166-18	MOVED by Councillor Ward that Council accept for information the income and expense analysis report ending October 31, 2018. CARRIED
8.	COUNCIL REPORTS 167-18	MOVED by Mayor Benford that the Summer Village of South View remain in discussion with the West Inter Lake District (WILD) Regional Water Services Commission with respect to joining the commission and becoming a partner in the potable waterline project. CARRIED
	168-18	MOVED by Deputy Mayor Johnson that Council accept for information the verbal Council reports as presented. CARRIED
9.	CAO REPORT 169-18	MOVED by Deputy Mayor Johnson that Council accept for information the verbal Chief Administrative Officer report and the written Development Officer report for November 2018 as presented. CARRIED
10.	INFORMATION AND CORRESPONDENCE 170-18	MOVED by Deputy Mayor Johnson that the following information and correspondence be accepted: a) Alberta Environment – November 16th, 2018 email and attached information on Lac Ste. Anne Lake Levels.

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REGULAR COUNCIL MEETING MINUTES
WEDNESDAY, DECEMBER 5, 2018
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		<p>b) Government of Alberta – Statement of Direct Deposit for \$804.00 being the fourth quarter FCSS funding, deposited on October 2nd, 2018.</p> <p>c) Yellowhead Regional Library: October 16th, 2018 letter announcing new Director being Karla Palichuk and November 2018 Get On Board newsletter</p> <p>d) Community Peace Officer Reports for August, September and October</p> <p>e) Lac Ste. Anne County – November 2nd, 2018 letter on organizational meeting results</p> <p>f) Highway 43 East Waste Commission – October 24th, 2018 letter advising hydrovac waste will be accepted and used as day cover</p> <p>g) ASVA – October 25th, 2018 email and attached letter from Deputy Minister Brad Pickering to ASVA President Peter Pellatt on the new ministry performance measures and associated municipal indicators</p> <p>h) Alberta Municipal Affairs – letter on new capital infrastructure agreements with the cities of Edmonton and Calgary to replace the MSI funding beginning 2022/2023.</p> <p style="text-align: right;">CARRIED</p>
11.	CLOSED MEETING	n/a
12.	NEXT MEETING 171-18	<p>MOVED by Mayor Benford that the next Regular Council Meeting be scheduled for:</p> <p>-Wednesday, January 16, 2019 at 9:30 a.m. at the Town of Onoway Council Chambers.</p> <p style="text-align: right;">CARRIED</p>
13.	ADJOURNMENT	The meeting adjourned at 10:48 a.m.

Mayor, Sandi Benford

Chief Administrative Officer, Wendy Wildman

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**A BYLAW OF THE SUMMER VILLAGE OF SOUTH VIEW, 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 South View, 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 South View, hereinafter called the "Board" is hereby established;
- a) The Summer Village of South View 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 South View 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 South View.
- 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 South View shall give at least five (5) working days notice in writing of the public hearing to:
 - a) the appellant;



- 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 South View 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 South View, 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, Sandi Benford

Chief Administrative Officer, Wendy Wildman

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MEMORANDUM OF AGREEMENT

This Agreement dated this _____ day of _____, 20____

BETWEEN:

The Summer Village of South View

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.

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.

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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 South View
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

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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 SOUTH VIEW

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

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- 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.

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Wendy Wildman

From: Emily House <emily@springlakealberta.com>
Sent: December 28, 2018 12:27 PM
To: 'Wendy Wildman'
Subject: RE: town of Onoway - SDAB agreement

Hi Wendy.

Thank you so much.

I am away until January 10th so I will forward a fully executed copy for your records along with an invoice for the annual fee.

The pool that I currently have is:

Clerks
Emily House
Cathy McCartney

Board Members
Denis Meier
Rainbow Williams
Don Dobing
John Roznicki

I have four people taking the Board Member Course in January so I will forward their names as soon as I receive their certificates.

Thanks so much. Happy New Year.

-Emily

Emily House
Chief Administrative Officer

Phone: (780) 963-4211
Fax: (780) 963-4620
www.springlakealberta.com

From: Wendy Wildman <cao@onoway.ca>
Sent: December 28, 2018 12:10 PM
To: 'Emily HOUSE' <emily@milestonemunicipalservices.ca>; emily@springlakealberta.com
Cc: 'Debbie Giroux' <debbie@onoway.ca>; administration@wildwillowenterprises.com
Subject: town of Onoway - SDAB agreement

Emily – attached is the noted agreement, which was approved at our Dec. 20 Council meeting.

Please return one fully executed copy for our records.

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South View Policy Listing

- A-ADM-INF-1 Dissemination of Information to the Public (will rescind Policy 3-02)
- A-COM-DIS-1 Landowner Disputes Resolution (will rescind Policy 7-01)
- A-FIN-TAX-1 Tax Recovery Fees (will rescind Policy 2-01)
- A-FIN-TAX-2 Tax Roll Address Change (will rescind Policy 2-05)
- A-HUM-COD-1 Human Resources Code of Conduct
- A-HUM-CON-1 Contractor
- C-PRO-ENF-1 Bylaw Enforcement Policy (will rescind Policy 4-01)
- A-PRO-FIRE-1 Fire Ban Declaration Policy
- A-REC-PLAY-1 Playground Equipment
- A-TRA-INSP-1 Road Inspection and Maintenance Policy (will rescind Policy 5-01)
- C-CAO-PERF-1 Chief Administrative Officer Performance Evaluation
- C-COU-MTG-1 Notification of Council and Committee Meetings (will rescind Policy 1-02)
- C-COU-PAR-1 Public Participation Policy (will rescind Policy 9-01)
- C-COU-POL-1 Council and Administrative Policy Development
- C-FIN-BUD-1 Expenditures not included in Annual Budgets
- C-FIN-DCA-1 Disposal of Capital Assets
- C-FIN-PUR-1 Purchasing Policy (will rescind Policy 2-02)
- C-FIN-RES-1 Restricted Surplus & Reserves
- C-FIN-TEN-1 Tendering Policy (will rescind Policy 2-06)
- C-HUM-REC-1 Recruitment (will rescind Policy 3-03)

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Summer Village of South View

Council Policy

Number	Title		
A-ADM-INF-1	Dissemination of Information to the Public		
Approval	Approved	Last Revised	
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To provide confidentiality guidelines to Council and staff.

Policy Statement

1. Summer Village Minutes, Bylaws and Financial Statements are considered to be public property. The charge for copies of these documents for the public shall be as per the Summer Village's Fees and Charges Bylaw.

2. All information other than that contained in the Minutes, Bylaws and Financial Statements (i.e. Summer Village business, salaries of individual employees and personnel matters) shall be confidential unless otherwise specified by the CAO.

3. Copies of all Minutes and Bylaws shall be posted to the Summer Village's website.

4. Although Summer Village policies, as contained in the Policy Manual, are considered to be public knowledge, all comments regarding these policies shall be restricted to the Mayor, Councillors and the Chief Administrative Officer.

Legal References:

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

PERSONNEL

POLICY 3-02

DISSEMINATION OF INFORMATION TO THE PUBLIC

Authorization: 22 November 2004, Council Motion

Existing

Policy:

1. Village Minutes, By-laws, and Financial Statements are considered to be public property. The charge for copies of these documents for the public shall be \$1.00 per page.

2. All information other than that contained in the Minutes, By-laws, and Financial Statements (i.e. Village business, salaries of individual employees, and personnel matters) shall be confidential.

Background:

Although Village business affecting the ratepayers and residents of the municipality is public information, this policy is intended to provide confidentiality guidelines to Council and staff.



Summer Village of South View

Administrative Policy

Number	Title		
A-COM-DIS-1	Landowner Disputes Resolution		
Approval	Approved	Last Revised	
(CAD initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

The Summer Village is a small municipality with limited financial resources that need to be spent responsibly with a view to the best interests of the municipality as a whole

Policy Statement

The Summer Village shall be focused on enforcement or intervention with residents only where there is an issue that interests or affects the municipality, directly or indirectly

Standards

1. Examples of where the Summer Village's interests may be at issue include, but are not limited to, where there is a violation of a municipal bylaw, including the land use bylaw, or where there is some other circumstances which would permit the Summer Village to intervene pursuant to the Municipal Government Act, or another statute; and
2. The Summer Village should not subsidize disputes between landowners where no Summer Village interests are involved
3. The Summer Village shall develop and enforce bylaws that support good neighbor etiquette as needed.

Legal References:

Revisions:

Resolution Number	MM/DD/YY

LEGISLATIVE

POLICY 7-01

MUNICIPAL INVOLVEMENT IN LANDOWNER DISPUTES

Authorization: Council Resolution – 151-15

Existing

Policy:

1. The Summer Village is a small municipality with limited financial resources that need to be spent responsibly with a view to the best interests of the municipality as a whole;
2. The Summer Village should be focused on enforcement or intervention with residents only where there is an issue that interests or affects the municipality, directly or indirectly;
3. Examples of where the Summer Village's interests may be at issue include, but are not limited to, where there is a violation of a municipal bylaw, including the land use bylaw, or where there is some other circumstances which would permit the Summer Village to intervene pursuant to the Municipal Government Act, or another statute; and
4. The Summer Village should not subsidize disputes between landowners where no Summer Village interests are involved.

Background:

The issue of involvement in disputes between landowners has recently arisen. Council felt that this prompted the need for a Summer Village policy on this issue.

Date Effective:

October 28, 2015

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Summer Village of South View Administrative Policy

Number	Title			
A-FIN-TAX-1	Tax Recovery Fees			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

Purpose

This policy is established to ensure that the municipality is reimbursed for its administration costs prior to the removal of the Tax Recovery Notifications.

Policy Statement

1. Whenever Tax Recovery Notifications are to be registered with Land Titles against a property for non-payment of taxes, the minimum charge to be applied against the tax roll shall be \$50.00 plus \$5.00 for each interested party on title plus related expenses or the actual costs, whichever is greater.
2. The Tax Recovery Notification shall not be discharged until the taxes and the tax recovery charges have been paid in full.

Revisions:

Resolution Number	MM/DD/YY

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New Policy IS A-FIN-TAX-1

Summer Village of South View

ADMINISTRATIVE

POLICY 2 - 01

TAX RECOVERY FEES

Authorization: June 22, 2004, Council Motion

Policy:

Existing

1. Whenever Tax Recovery Notifications are to be registered with Land Titles against a property for non-payment of taxes, the minimum charge to be applied against the tax roll shall be \$35.00 plus related expenses or the actual costs, whichever is greater.
2. The Tax Recovery Notification shall not be discharged until the taxes and the tax recovery charges have been paid in full.

Background:

This policy is established to ensure that the municipality is reimbursed for its administration costs prior to the removal of the Tax Recovery Notifications.

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Summer Village of South View

Administrative Policy

Number	Title		
A-FIN-TAX-2	Tax Roll Address Change		
Approval	Approved	Last Revised	
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

The Alberta Land Titles Act specifically states in Section 48 that an owner or mortgagee of land shall deliver to the Registrar a memorandum in writing of some address to which all notices shall be mailed. It also required the owner or mortgagee to notify the Registrar of any change in his address. Therefore, Council is simply upholding the Land Titles Act.

If no change of mailing address is given to the Alberta Land Titles office then a caveat or lien can be placed against the property without the knowledge of the property owner. If a change of mailing address is supplied to the Alberta Land Titles office then all notifications will be sent to the owner.

Policy Statement

When owners' of property have a mailing address change and notify the municipal office of this change, administration staff shall advise the property owner of the requirement to notify the Alberta Land Titles office of same.

Standards

1. Municipal Staff shall request in writing any mailing address changes as requested by a property owner.
2. At the discretion of the Chief Administrative Officer or his/her designate, municipal staff may add the requested information to the official tax roll to ensure timely delivery of municipal information to the resident.
3. When a property owner's mailing address or ownership change comes from Alberta Land Titles Office, the office staff shall change the information on the official tax roll.

Legal References:

Revisions:

Resolution Number	MM/DD/YY

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NEW POLICY IS A-FIN-TAX-2

Summer Village of South View

ADMINISTRATIVE

POLICY 2-05

TITLE: Tax Roll Name Change

AUTHORIZATION: 20 September 2004 Council Resolution

POLICY:

1. When owners of property move and notify the municipal office of their move, administration staff shall advise the property owner of the requirement to notify Land Titles of the title change.
2. Municipal Staff shall make a note of the conversation and deposit that note in the appropriate tax file.
3. No changes shall be made to the official tax roll other than those received through the Alberta Land Titles office.

Existing

Background:

There have been occasions when property owners have moved and have telephoned the municipal office to advise of the change of address. At that time staff have asked the person to notify Land Titles. However, there have been occasions when the owner has not done so. Repercussions have occurred.

The Alberta Land Titles Act specifically states in Section 48 that an owner or mortgagee of land shall deliver to the Registrar a memorandum in writing of some address to which all notices shall be mailed. It also required the owner or mortgagee to notify the Registrar of any change in his address. Therefore, Council is simply upholding the Land Titles Act.

It is for the property owner's own good that this policy is being passed. If no change of address is given to Land Titles then a caveat or lien can be placed against the property without the knowledge of the property owner. If a change of address is supplied to Land Titles then all notifications will be sent to the owner.

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Summer Village of South View

Administrative Policy

Number	Title		
A-HUM-COD-1	Human Resources Code of Conduct		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

POLICY STATEMENT

To create, provide and maintain an equitable, positive, safe and rewarding work environment for all employees.

PURPOSE

1. To promote and maintain a harmonious and co-operative relationship between the Summer Village and Employees.
2. To document personnel practices and policies of the Summer Village.
3. To ensure there is a clear understanding of the terms, conditions and requirements governing employment with the Summer Village.
4. To provide for the safety and welfare of the Employees, the economy of operation, protection of the property and welfare of the public and the Summer Village.
5. To provide a fair and effective system of personnel administration.
6. To assist the Summer Village in providing quality service to the ratepayers and residents of the Summer Village.

PRINCIPLES

2.1 Employee Hiring

1. Council shall manage and conduct the hiring process for the position of Chief Administrative Officer (CAO).
2. The CAO is responsible for recruitment and hiring of all Employees and contractors that report to the CAO and termination of all employees and contractors.
3. Department Managers are responsible for recruitment and hiring of their department Employees with the CAO endorsement.
4. Equal opportunity for employment will be provided to all qualified candidates.
5. Job offers shall be contingent on the applicant's agreement to the offer, acknowledgement of the Summer Village policies, successful reference and background checks, and any other condition applicable to the position that are required of the Employee. (i.e. criminal record check, driver's abstract). Relatives of Employees or Council may be considered for employment with the Summer Village provided they:
 - have made application for employment through the regular process;

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Summer Village of South View

Administrative Policy

- have been considered in accordance with established employment policies and procedures;
 - possess the necessary qualifications;
 - are considered to be the most suitable candidate;
 - are not supervised by, or work directly with, their immediate family member (spouse, parents and grandparents, children and grand children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law, adopted, half, and step members).
6. All documentation required for a new Employee must be completed and submitted prior to the Employee beginning employment.
 7. Offer letters will include any terms and conditions of employment.

2.2 Orientation

1. Employee orientation will be provided, and will include review of Summer Village policies, rules and regulations, and other job-specific information designed to assist the Employee in their duties.
2. Adolescent and young workers (18 and under) will be provided with further orientation, if required as per Alberta *Employment Standards Code*.

2.3 Probationary Period

1. A new Employee will be on Probationary Period for six (6) months. This period and any extensions should be referred to as the "Probationary Period".
2. The Summer Village, without notice or payment in lieu of notice, may terminate employment during the Probationary Period.
3. An Employee who is promoted or is selected for employment via an internal transfer may serve a six (6) month Probationary Period before appointment is made permanent at the discretion of the CAO. In the event the Employee is not successful in the new position after Probationary Period, and their old position has been filled, the Employee may be terminated by way of reasonable notice or payment in lieu thereof as required by law.
4. The CAO may extend Probationary Period an additional three (3) months if warranted or required.

2.4 Performance Management

1. The Summer Village is committed to continuous Employee performance management and development.
2. All Employees and Department Managers may be subject to annual performance reviews at the discretion of the CAO.
3. Ongoing Employee performance reviews are based on a calendar year of January 1 to December 31.

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Administrative Policy

2.5 Ending Employment

1. Termination of employment may take place upon the initiation of either the Summer Village or the Employee.
2. Termination by the Summer Village of Employee will be consistent with the Alberta Employment Standards Code.

2.6 Personnel Record Documentation

1. Individual personnel files shall be established on all Employees and kept up to date and maintained by the CAO or designate as part of the payroll records. Personnel files shall be reviewed every year to ensure up-to-date information and records are on file (i.e. certification, tax forms, etc.).
2. An Employee's file shall be established at the date of employment and permanently retained by the Summer Village as per the Summer Village retention policy. Each Employee's individual personnel file shall contain all pertinent documents relating to the Employee's status and job performance.
3. Employees have access to their own personnel files, with the exception of confidential reference letters. It is the responsibility of the Summer Village to ensure that personnel records contain all current Employee development information.
4. No Employee other than the CAO or Department Manager of the Employee shall be permitted to examine any personnel file other than their own.
5. Any release of information will be provided only with the expressed written consent of the Employee and in compliance with the Alberta Freedom of Information and Privacy Act.

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Administrative Policy

Number	Title		
A-HUM-CON-1	Contractor		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

POLICY STATEMENT

To create, provide and maintain an equitable, positive, and safe work environment for all contractors.

PURPOSE

1. To promote and maintain a harmonious and co-operative relationship between the Summer Village and the Contractor.
2. To ensure there is a clear understanding of the terms, conditions and requirements of a Contractor within the Summer Village of South View.
3. To assist the Summer Village of South View in providing quality service to the ratepayers and residents of the Summer Village.

PRINCIPLES

2.1 Contractor Hiring

1. The CAO is responsible for recruitment of all Contractor's.
2. All contract opportunities will be conducted through an open and competitive process prior to awarding contracts, or as determined by the CAO reflective of the scope of the project.
3. Equal opportunity for contractors will be provided to all qualified candidates.
4. Contract offers shall be contingent on the contractor's agreement to the offer, and acknowledgement of company policies. Relatives of Employees or Council may be considered for Contract with the Summer Village provided they:
 - possess the necessary qualifications;
 - are considered to be the most suitable candidate;
 - are not supervised by their family member.

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title		
C-PRO-ENF-1	Bylaw Enforcement Policy		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

Council recognizes the need to ensure that bylaws are enforced, but must balance that with the fiscal restraints under which the municipality must operate.

Policy Statement

The Summer Village of South View will ensure that the bylaws of the municipality are enforced in an equitable and consistent manner, treating all residents fairly. As the municipality only has a Bylaw Enforcement Officer on a part-time basis, the bylaws will be enforced to the best ability of the Bylaw Enforcement Officer within that time constraint.

Standards

1. The Bylaw Enforcement Officer shall also be the Animal Control Officer.
2. The Bylaw Enforcement Officer shall have a phone number that shall be made available to the public.
3. The Bylaw Enforcement Officer shall provide the municipal office with a monthly report on all bylaw enforcement actions taken.

Legal References:

Revisions:

Resolution Number	MM/DD/YY

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New Policy IS C-PRO-ENF-1

Summer Village of South View

PROTECTION AND ENFORCEMENT

POLICY 4-01

BYLAW ENFORCEMENT POLICY

Authorization: December 17, 2004 Council Motion

Policy:

Existing

The Summer Village of South View will ensure that the bylaws of the municipality are enforced in an equitable and consistent manner, treating all residents fairly. As the municipality only has a Bylaw Enforcement Officer on a part-time basis (3 hours per week as of 12/17/04), the bylaws will be enforced to the best ability of the Bylaw Enforcement Officer within that time constraint.

Standards:

1. The Bylaw Enforcement Officer shall also be the Animal Control Officer.
2. The Bylaw Enforcement Officer shall have a pager and/or cell phone, whose number(s) shall be made available to the public.
3. The Bylaw Enforcement Officer shall provide the municipal office with a monthly report on all bylaw enforcement actions taken.

Background:

Council recognizes the need to ensure that bylaws are enforced, but must balance that with the fiscal restraints under which the municipality must operate.

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Summer Village of South View

Administrative Policy

Number	Title		
A-PRO-FIRE-1	Fire Ban Declaration Policy		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To address a concern with regard to the declaration of fire bans.

Policy Statement

In consideration of public safety, and in recognition that the Summer Village of South View contracts fire services from Onoway Regional Fire Services, a fire ban shall be applied upon recommendation of the fire chief and in consultation with Council and the fire ban status of neighbouring Lac Ste. Anne County.

Responsibilities

Fire Chief to provide recommendations and CAO to issue as required.

Legal References: MGA Part 5 & 6

Cross References:

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Administrative Policy

Number	Title		
A-REC-PLAY-1	Playground Equipment		
Approval	Approved	Last Revised	
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

POLICY STATEMENT

The Summer Village of South View shall inspect and repair all playground equipment located within the Summer Village boundaries which are located on municipal property on a yearly basis.

PURPOSE

The Summer Village of South View has deemed it necessary to provide the users of the playground equipment a safe environment and lessen the likelihood of personal harm.

RELATED INFORMATION

The Summer Village of South View, upon inspection, having found a defective or worn part, may elect to repair the equipment or remove it from service until such time that it can be returned to service.

RESPONSIBILITIES

It will be the responsibility of the Chief Administrative Officer to ensure completion of an annual inspection and identified concerns are followed up on.

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Administrative Policy

Number	Title			
A-TRA-INSP-1	Road Inspection and Maintenance Policy			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

Purpose

To provide guidelines to Council and staff with respect to roads under the direction, management and control of the municipality.

Policy Statement

The Summer Village of South View will ensure that the roads under the direction, management and control of the municipality are kept in a reasonable state of repair insofar as the municipality's financial and human resources will allow.

Standards

1. Roads within the Summer Village will be inspected on a semi-annual basis. Items to be considered in these inspections are:
 - Potholes
 - Frost boils
 - Cracks
 - Obscured intersections
 - Condition of traffic control signs
 - Visibility of traffic control signs
 - Maintaining grade and level of both paved and gravel roads

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Revisions:

Resolution Number	MM/DD/YY

PUBLIC WORKS

POLICY 5-01

ROAD INSPECTION AND MAINTENANCE POLICY

Authorization: December 17, 2004 Council Motion

Existing

Policy:

The Summer Village of South View will ensure that the roads under the direction, management, and control of the municipality are kept in a reasonable state of repair insofar as the municipality's financial resources will allow.

Standards:

1. Roads will be inspected on a regular basis. Items to be considered in these inspections are:
 - Potholes
 - Frost boils
 - Obscured intersections
 - Condition of traffic control signs
 - Visibility of traffic control signs

Main routes, which have high traffic volume, will be inspected on a monthly basis. Residential streets will be inspected on a bi-monthly basis. Alleys and lanes will be inspected on a semi annual basis.
2. Road inspection reports shall be recorded and maintained. The reports shall record all potential areas of concern and remedial action required. A notation shall be made on the report when the appropriate action is taken.
3. Road repairs shall be prioritized based on potential for accidents and frequency of use, with higher traffic areas receiving higher priority.
4. All complaints received regarding condition of roads will be recorded on a Municipal Incident Report form. A copy of the form shall be provided to the Public Works supervisor for review of the situation and arrangements for remedial work required, or to provide recommendations to the Chief Administrative Officer and Council.

ROADS INSPECTION REPORT

DATE OF INSPECTION: _____

INSPECTED BY: _____

Existing

STREET (FROM - TO)	CONDITION	SIGNS	INTERSECTIONS & CROSSWALKS

Comments/Observations: (Areas of concern that require immediate attention – action plan for addressing concerns)

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Summer Village of South View

Council Policy

Number	Title			
C-CAO-PERF-1	Chief Administrative Officer Performance Evaluation			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

Purpose

To outline the Annual Performance Evaluation of the Chief Administrative Officer.

Policy Statement

The Summer Village of South View shall implement best practices in the governance function.

Principles

1. The Summer Village of South View is committed to following good governance principles and practices.
2. Council will complete an Annual Performance Evaluation for the Chief Administrative Officer.
3. The Annual Evaluation is to be completed by all of Council and the Mayor.
4. Once the Annual Performance Evaluation is completed, there will be a meeting between the Mayor, and/or Council and Chief Administrative Officer to discuss the Annual Evaluation (all of Council and/or additional administration may be included if deemed appropriate).

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title			
C-COU-MTG-1	Notification of Council and Committee Meetings			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	
	Date:		Date:	

Purpose

To outline the length of notice to be given to the public and Council on Council and Committee meetings.

Policy Statement

The Summer Village of South View shall implement best practices in the governance function.

Principles

1. The Municipal Government Act, Chapter M26.1 of the Statutes of Alberta requires that 24-hours notice be given to Council and the public of all Council meetings and meetings of committees of Council.
2. Special Council meetings may be held with less than 24-hours notice if at least 2/3 of the whole Council agrees to this, in writing, before the beginning of the meeting.
3. Notice of a Council or Council Committee meeting is deemed to have been given to a Councillor or member of a Council Committee if the notice is delivered either in person to an adult person at the Councillor's or member's home or place of business or delivered digitally provided that it has been acknowledged as received by the individual.
4. Notice of a Council or Council Committee meeting to the public is sufficient if the notice is given in a manner specified by Council.
5. Any changes in date or time of Council or Council Committee meetings will be advertised by the posting of a notice on the Summer Village's website.

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Revisions:

Resolution Number	MM/DD/YY

LEGISLATIVE

POLICY 1-02

NOTIFICATION OF COUNCIL AND COMMITTEE MEETINGS

Authorization: August 20, 2004, Council Resolution

Authorization: August 27, 2009, Council Resolution

Authorization: August 13, 2014, Council Resolution

Existing

Policy:

1. The Municipal Government Act, Chapter M26.1 of the Statutes of Alberta requires that 24 hours notice be given to Council and the public of all Council meetings and meetings of committees of Council.
2. Special Council meetings may be held with less than 24 hours notice if at least 2/3 of the whole Council agrees to this, in writing, before the beginning of the meeting.
3. Notice of a Council or Council Committee meeting is deemed to have been given to a Councillor or member of a Council Committee if the notice is delivered to an adult person at the Councillor's or member's home or place of business.
4. Notice of a Council or Council Committee meeting to the public is sufficient if the notice is given in a manner specified by Council.
5. Any changes in date or time of Council or Council Committee meetings will be advertised by the posting of a notice in the entrance to the Civic Centre. The notice shall be of sufficient size to be noticeable and easily read.
6. Council meetings shall be held at the Town of Onoway Council Chambers located at 4812-51 Street, Onoway, AB, unless otherwise agreed to by Council.

Background:

Council developed this policy to be in compliance with the Municipal Government Act.

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Summer Village of South View Council Policy

Number	Title		
C-COU-PAR-1	Public Participation Policy		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

PURPOSE AND APPLICATION

In accordance with Section 216.1 of the *Municipal Government Act*, this Public Participation Policy has been developed to recognize the value of public participation and create opportunities for meaningful public participation in decisions that directly impact the public.

This Public Participation Policy is in addition to and does not modify or replace the statutory public hearing requirements in the *Municipal Government Act*.

GENERAL POLICY PRINCIPLES

Council recognizes that good governance includes engaging Municipal Stakeholders in Public Participation by:

1. Creating opportunities for Municipal Stakeholders who are affected by a decision to influence the decision;
2. Promoting sustainable decisions by recognizing various Municipal Stakeholder interests;
3. Providing Municipal Stakeholders with the appropriate information and tools to engage in meaningful participation; and
4. Recognizing that although Councillors are elected to consider and promote the welfare and interest of the Municipality as a whole and are generally required to vote on matters brought before Council, facilitating Public Participation for matters beyond those where public input is statutorily required can enrich the decision-making process.

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Summer Village of South View Council Policy

DEFINITIONS

1. **“Chief Administrative Officer”** means the chief administrative officer of the Municipality or their delegate, abbreviated **“CAO”**.
2. **“Municipal Stakeholders”** means the residents of the Municipality, as well as other individuals, organizations or persons that may have an interest in, or are affected by, a decision made by the Municipality.
3. **“Municipality”** means the Summer Village of South View.
4. **“Public Participation”** includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.
5. **“Public Participation Plan”** means a plan which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.
6. **“Public Participation Tools”** means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:
 - (a) in-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
 - (b) digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
 - (c) written participation which may include written submissions, email, and mail- in surveys, polls and workbooks; and
 - (d) representative participation which may include being appointed to an advisory committee, ad hoc committee or citizen board.

POLICY RESPONSIBILITIES

1. Council Responsibilities

(a) Council shall:

- i. review and approve Public Participation Plans developed by the CAO in accordance with this Policy or as directed by Council;

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Summer Village of South View Council Policy

- ii. consider input obtained through Public Participation; and
- iii. review this Policy to ensure the Policy complies with all relevant legislation, municipal policies and the spirit and intent of Public Participation.
- iv. ensure appropriate resources are available to solicit Public Participation in accordance with this Policy;

2. Administration Responsibilities

(b) CAO shall:

- i. in accordance with this Policy or as directed by Council, develop Public Participation Plans, for Council approval;
- ii. implement approved Public Participation Plans; and
- iii. report the findings of the Public Participation to Council.
- iv. consider timing, resources and engagement and historical effectiveness when developing and modifying Public Participation Plans;
- v. develop the necessary guidelines to implement this Policy;

II. PUBLIC PARTICIPATION OPPORTUNITIES

(c) CAO shall develop and implement, when applicable, a Public Participation Plan in the following circumstances:

- i. when new programs or services are being established;
- ii. when existing programs and services are being reviewed;
- iii. when identifying Council priorities;
- iv. when gathering input or formulating recommendations with respect to the Municipality's strategic plans or business plans;
- v. as otherwise directed by Council.

POLICY EXPECTATIONS

Council Policy Template Jan 2018

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Summer Village of South View Council Policy

1. Legislative and Policy Implications

- (a) All Public Participation will be undertaken in accordance with the *Municipal Government Act*, the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation.
- (b) All Public Participation will be undertaken in accordance with all existing municipal policies.
- (c) This Policy shall be available for public inspection and may be posted to the Municipality's website.
- (d) This Policy will be reviewed at least once every four years.

2. Public Participation Standards

- (a) Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.
- (b) Public Participation activities will be conducted in a professional and respectful manner.
- (c) Public Participation plans will consider early, ongoing and diverse opportunities to provide input.
- (d) Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.
- (e) The results of Public Participation will be made available to Council and Municipal Stakeholders in a timely manner in accordance with municipal policies.

PUBLIC PARTICIPATION PLANS

- a. When so directed by this Policy or Council, the CAO shall develop a Public Participation Plan for approval by Council which shall consider the following:
 - i. the nature of the matter for which Public Participation is being sought;
 - ii. the impact of the matter on Municipal Stakeholders;

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Summer Village of South View Council Policy

- iii. the demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, level of engagement and time for input;
 - iv. the timing of the decision and time required to gather input;
 - v. what information is required, if any, to participate; and
 - vi. available resources and reasonable costs.
- b. Public Participation Plans will, at minimum, include the following:
- i. a communication plan to inform the public about the Public Participation plan and opportunities to provide input;
 - ii. identification of which Public Participation Tools will be utilized;
 - iii. timelines for participation;
 - iv. information about how input will be used;
 - v. the location of information required, if any, to inform the specific Public Participation.

REPORTING AND EVALUATION

- a. Information obtained in Public Participation will be reviewed by the CAO and a report shall be provided to Council.
- b. The report shall include, at minimum, the following:
 - i. an overview of the Public Participation Plan and how it was developed;
 - ii. an assessment of the effectiveness of the plan based on the level of engagement and the quality of input;
 - iii. a summary of the input obtained; and
 - iv. may include recommendations for future Public Participation Plans.
- c. Reports shall be provided to Council for review.

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Summer Village of South View Council Policy

Legal References: MGA 216.1, 230, 606, 692

Cross References: International Association for Public Participation

Attachment: Public Participation Spectrum

Revisions:

Resolution Number	MM/DD/YY

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Public Participation Policy

Authorization: June 13, 2018

Council Motion #58-18

Existing

I. PURPOSE AND APPLICATION

In accordance with Section 216.1 of the *Municipal Government Act*, this Public Participation Policy has been developed to recognize the value of public participation and create opportunities for meaningful public participation in decisions that directly impact the public.

This Public Participation Policy is in addition to and does not modify or replace the statutory public hearing requirements in the *Municipal Government Act*.

II. GENERAL POLICY PRINCIPLES

Council recognizes that good governance includes engaging Municipal Stakeholders in Public Participation by:

- 1) Creating opportunities for Municipal Stakeholders who are affected by a decision to influence the decision;
- 2) Promoting sustainable decisions by recognizing various Municipal Stakeholder interests;
- 3) Providing Municipal Stakeholders with the appropriate information and tools to engage in meaningful participation; and
- 4) Recognizing that although Councillors are elected to consider and promote the welfare and interest of the Municipality as a whole and are generally required to vote on matters brought before Council, facilitating Public Participation for matters beyond those where public input is statutorily required can enrich the decision-making process.

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Existing

III. DEFINITIONS

- 1) **"Chief Administrative Officer"** means the chief administrative officer of the Municipality or their delegate, abbreviated "CAO".
- 2) **"Municipal Stakeholders"** means the residents of the Municipality, as well as other individuals, organizations or persons that may have an interest in, or are affected by, a decision made by the Municipality.
- 3) **"Municipality"** means the Summer Village of South View.
- 4) **"Public Participation"** includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.
- 5) **"Public Participation Plan"** means a plan which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.
- 6) **"Public Participation Tools"** means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:
 - (a) in-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
 - (b) digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
 - (c) written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
 - (d) representative participation which may include being appointed to an advisory committee, ad hoc committee or citizen board.

IV. POLICY RESPONSIBILITIES

1) Council Responsibilities

- (a) Council shall:
 - i review and approve Public Participation Plans developed by the CAO in accordance with this Policy or as directed by Council;
 - ii consider input obtained through Public Participation; and
 - iii review this Policy to ensure the Policy complies with all relevant legislation, municipal policies and the spirit and intent of Public Participation.

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- iv. ensure appropriate resources are available to solicit Public Participation in accordance with this Policy;

Existing

2) Administration Responsibilities

(a) CAO shall:

- i. in accordance with this Policy or as directed by Council, develop Public Participation Plans, for Council approval;
- ii. implement approved Public Participation Plans; and
- iii. report the findings of the Public Participation to Council.
- iv. consider timing, resources and engagement and historical effectiveness when developing and modifying Public Participation Plans;
- v. develop the necessary guidelines to implement this Policy;

V. PUBLIC PARTICIPATION OPPORTUNITIES

(b) CAO shall develop and implement a Public Participation Plan in the following circumstances:

- i. when new programs or services are being established;
- ii. when existing programs and services are being reviewed;
- iii. when identifying Council priorities;
- iv. when gathering input or formulating recommendations with respect to the Municipality's strategic plans or business plans;
- v. as otherwise directed by Council.

VI. POLICY EXPECTATIONS

1) Legislative and Policy Implications

- (a) All Public Participation will be undertaken in accordance with the *Municipal Government Act*, the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation.
- (b) All Public Participation will be undertaken in accordance with all existing municipal policies.
- (c) This Policy shall be available for public inspection and may be posted to the Municipality's website.
- (d) This Policy will be reviewed at least once every four years.

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Existing

2) Public Participation Standards

- (a) Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.
- (b) Public Participation activities will be conducted in a professional and respectful manner.
- (c) Public Participation plans will consider early, ongoing and diverse opportunities to provide input.
- (d) Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.
- (e) The results of Public Participation will be made available to Council and Municipal Stakeholders in a timely manner in accordance with municipal policies.

VII. PUBLIC PARTICIPATION PLANS

- a. When so directed by this Policy or Council, the CAO shall develop a Public Participation Plan for approval by Council which shall consider the following:
 - i. the nature of the matter for which Public Participation is being sought;
 - ii. the impact of the matter on Municipal Stakeholders;
 - iii. the demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, level of engagement and time for input;
 - iv. the timing of the decision and time required to gather input;
 - v. what information is required, if any, to participate; and
 - vi. available resources and reasonable costs.
- b. Public Participation Plans will, at minimum, include the following:
 - i. a communication plan to inform the public about the Public Participation plan and opportunities to provide input;
 - ii. identification of which Public Participation Tools will be utilized;
 - iii. timelines for participation;
 - iv. information about how input will be used;
 - v. the location of information required, if any, to inform the specific Public Participation.

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Existing

VIII. REPORTING AND EVALUATION

- a. Information obtained in Public Participation will be reviewed by the CAO and a report shall be provided to Council.
- b. The report shall include, at minimum, the following:
 - i. an overview of the Public Participation Plan and how it was developed;
 - ii. an assessment of the effectiveness of the plan based on the level of engagement and the quality of input;
 - iii. a summary of the input obtained; and
 - iv. may include recommendations for future Public Participation Plans.
- c. Reports shall be provided to Council for review.

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Summer Village of South View

Council Policy

Number	Title		
C-COU-POL-1	Council and Administrative Policy Development		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To establish a consistent approach, through an established format, pre-determined codification system, and clearly articulated definitions for Council Policy and Administrative Policy development in the Summer Village of South View.

Policy Statement

This Council policy shall establish a consistent approach to, and philosophical framework for, the development of Council Policies and Administrative Policies.

Responsibilities

Council policies shall address issues within the realm of governance. The CAO, in accordance with the direction and intent of the CAO Bylaw shall determine which policy issues should be brought to Council for approval as Council policies, those that should be shared with Council for information, and those that shall remain strictly within the purview of administration to develop, approve, implement and monitor.

Standards

1. Policies shall be consistent with relevant federal and provincial government legislation and related regulations, as well as Summer Village bylaws.
2. Council policies and Administrative policies shall be developed and implemented according to this policy.
3. Policies shall be developed using a common format comprising:
 - a. **Purpose** – the purpose explains the underlying issue or need that resulted in the formulation of the policy. The purpose statement shall be in the form of an infinitive: that is, the first word shall be, "To".
 - b. **Policy Statement** – two types of policies are contemplated by this policy: Council policies, which are approved by Council; and Administrative policies, which are approved by the

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Summer Village of South View

Council Policy

CAO. In both instances, the policy statement is a philosophically based statement, which is goal oriented and establishes directions or parameter for the future.

- c. **Definitions** – definitions may be inserted after the policy statement whenever terms in the policy statement require further explanation for clarity.
- d. **Responsibilities** – this section shall determine which entities within the Summer Village of South View are responsible for the development, approval, implementation, and evaluation of the effectiveness of the policy. This may include the delegation of responsibilities to the CAO, or designate, or to Council committees.
- e. **Standards** – Standards further define the framework and/or establish parameters within which the policy is to be implemented. Standards are clear concise statements that define in more precise terms what is required relative to the policy direction. Standards may include statements that are mandatory in nature; that is, they may include the terms, “shall” or “will”. In interpreting policies and standards, the terms, “shall” and “will” are to be read as mandatory and the term “may” is to be reads as permissive.
- f. **Administrative Procedures** – the CAO or designate is responsible for developing the specific implementation steps required to operationalize a policy. Administrative procedures shall not be subject to Council approval but shall be available to the Council for information at the time of policy approval and thereafter whenever relevant issues arise. The Council expects that administrative procedures will be developed by obtaining the necessary technical advice, affected stakeholder input, and legal opinions.
- g. **Approvals** – approvals shall signify the approval that has occurred on the policy by the CAO.
- h. **Approved** – for Council policies, this shall include the resolution number and date on which final approval was given by Council. For Administrative policies, all of the dates on which the CAO reviewed and approved changes to the policy would be stated.
- i. **Revised** – this section provides a tracking system of the dates on which revisions to the policy were approved. For Council policies, there would be a reference to the resolution number and date of approval of any revision. For Administrative policies, all of the dates on which the CAO reviewed and approved changes to the policy would be stated.
- j. **Legal References** – legal references shall refer to any statutes or other legal authorities relevant to the policy. Legal references shall appear at the end of the policy.
- k. **Cross References** – cross references shall refer to any relevant bylaws, collective agreements, Council policies, or Administrative policies that may be referenced in the implementation of the policy. These shall be placed at the end of the policy.
- l. **Page Numbers** – page numbers shall appear in the bottom right of each page and be identified in the format of, “Page 1 of 2, Page 2 of 2”. In order to clearly separate



Summer Village of South View

Council Policy

administrative procedures from policy, a new series of numbering shall begin on the first page of the administrative procedures and shall follow the pattern of, "Page 1 of 2, Page 2 of 2".

4. The development and review of policies shall allow for the participation of affected groups or individuals that the Council or CAO considers appropriate to the policy decision being contemplated. In the event of an emergent or other situation where it is in the best interests of the Summer Village to do so, the Council or CAO may take immediate action on a policy matter, or act in an ad hoc manner as appropriate in the absence of any specific policy that precisely addresses the situation at hand.
5. The CAO or designate shall review policies periodically to ensure that they continue to be relevant, current and support the achievement of desired results.
6. The Council delegates responsibility for effective policy implementation and evaluation to the CAO.

Legal References: MGA Part 5 & 6

Cross References:

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title		
C-FIN-BUD-1	Expenditures not included in Annual Budgets		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To satisfy the requirement of the MGA that a Council must put in place procedures dealing with expenditures not included in the annual budget.

Policy Statement

The Summer Village recognizes the need to establish procedures concerning the approval and payment of expenditures that are not included in the annual budgets.

Standards

1. Undertakings that are not approved in the operating budget, interim budgets or capital budget that are of an emergent matter, as deemed by Council to be important and timely for the community or are legally required to be paid must be presented to Council and approved for payment by Council.
2. Council recognizes that individual budget lines within the approved budget may go higher or lower without Council approval, so long as Administration stays within the budget as a whole.

Legal References: MGA 248(2)

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title		
C-FIN-DCA-1	Disposal of Capital Assets		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To ensure that the municipality receives fair value and that there is equal opportunity for everyone who may be interested in purchasing capital assets when they are sold.

Policy Statement

1. The disposal of any capital asset must have the approval of Council as a whole prior to any action being taken to dispose of the asset.
2. Any capital asset, which is being disposed of, shall be advertised and tendered or sold at public auction in a platform as determined by the CAO.
3. Offers to purchase capital assets must be made in writing to the Municipal office and must be received by the office prior to the closing time and date stated in the advertising.

Legal References: MGA Part 5 & 6

Cross References:

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title		
C-FIN-PUR-1	Purchasing Policy		
Approval	Approved	Last Revised	
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To provide clarity and direction for the procurement of goods and services.

Policy Statement

1. Once Council has approved the annual operating and capital budgets, administration shall have the authority to purchase appropriate supplies or contracted work within that category's budgeted amount.
2. Two members of Council may approve expenses of an emergency nature which are not included in the annual budget.
3. Staff shall always attempt to obtain the best supplies or work for the least dollars. Purchases shall, however, be from reputable firms that supply a guarantee or warranty where applicable.

Legal References: MGA 208(i) & 248(1)

Revisions:

Resolution Number	MM/DD/YY

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ADMINISTRATIVE

POLICY 2-02

PURCHASING POLICY

Authorization: 20 September, 2004 Council Motion

Existing

Policy:

1. Once Council has approved the annual operating budget, Council and administration shall have the authority to purchase appropriate supplies or contracted work within that category's budgeted amount.
2. Council shall approve all capital purchases individually.
3. Temporary or seasonal staff may sign for purchases, however, the bills must be initialed by the designated Council member prior to payment.
4. The designated Council Member may authorize expenditures for Public Works of up to \$300.00 per purchase within the Public Works budget. The Chief Administrative Officer may authorize expenditures of up to \$500.00 within budget. Purchases exceeding these amounts must be submitted to Council for approval.
5. Two members of Council may approve expenses of an emergency nature exceeding the limits set forth in section 5.
6. Staff shall always attempt to obtain the best supplies or work for the least dollars. Purchases shall, however, be from reputable firms that supply a guarantee or warranty.
7. It is the responsibility of staff to purchase in bulk up to a year's supply of goods whenever it is possible and/or most cost efficient to do so.

Background:

Council wishes to ensure that:

- Spending is within the control of the Chief Administrative Officer, and ultimately Council to ensure that it does not exceed the budget without proper justification and prior approval.

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Summer Village of South View

Council Policy

Number	Title		
C-FIN-RES-1	Restricted Surplus & Reserves		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To assist the Summer Village in being financially secure. As per Auditor recommendation, the municipality's goal will be to have the equivalent of at least one year's operating funds as the amount of total reserves/unrestricted surplus collected.

Policy Statement

The Summer Village of South View recognizes the need to maintain and manage the reserve funds that:

1. Minimize the financial exposure of the municipality from unanticipated fluctuations in operating activities.
2. Maintain and improve the Summer Village's working capital requirements.
3. Provide for future operating and capital requirements.
4. Address the overall current and future initiatives of the Summer Village.

Standards

1. Reserves are established to meet specific circumstances that have a reasonable likelihood of being realized.
2. The requirement for each reserve and their amounts will be reviewed annually.
3. All reserves, as allocated, will be fully funded.
4. Operating Reserves:
 - a. The purpose of maintaining operating reserves is to:
 - i. Meet unexpected operational needs of the Summer Village (this may relate to changes in either operating revenues or operating expenditures); and
 - ii. Smooth out the unpredictable nature of certain expenditures (i.e. weather driven expenditures).
5. Capital Reserves:
 - a. The purpose of Capital Reserves is to:
 - i. Establish a systematic method of capital equipment/infrastructure replacements that emphasizes the long-term annual expense of equipment/infrastructure rather than sporadic expenditures for equipment; and

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Summer Village of South View

Council Policy

- ii. Encourage long-term planning for new capital needs and a systematic method of financing for those needs.

Legal References: MGA 244

Revisions:

Resolution Number	MM/DD/YY

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Summer Village of South View

Council Policy

Number	Title		
C-FIN-TEN-1	Tendering Policy		
Approval	Approved		Last Revised
(CAD initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To provide clarity and direction for the procurement of goods and services, giving consideration to in-house expertise and fiscal constraints under which the municipality must operate.

Policy Statement

1. The Summer Village of South View recognizes the need to obtain the best service for the best value, as it relates to best practices within the municipality. The Summer Village may utilize a tender process (open or invitational), a request for proposal (RFP) (open or invitational) or a request for quote (RFQ) (open or invitational) for capital or operational projects depending on the project scope and as agreed by Council, the Chief Administrative Officer or both.
2. If the project that is to be tendered, proposed or quoted is of a significant dollar value, the Summer Village may contract outside sources to prepare, evaluate and provide a recommendation(s).
3. When a tender, RFP, or RFQ is requested, the tender, RFP or RFQ is to be received at the Summer Village municipal office location in a sealed envelope and will remain sealed until the end of the period set out for receipt of documents.
4. Once the period for submission is closed, the Chief Administrative Officer will open all sealed documents in the presence of at least one other person – administrative staff, Public Works Foreman and/or a member of Council.
5. For submission to Council, the Chief Administrative Officer will present the information from the tender, proposal or quote documents in a spread sheet format which will provide the following information:
 - Name of firm submitting tender
 - Value of the tender by the submitting firm

The original documents will be made available at the Council meeting should Council feel that they require additional information.

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Summer Village of South View

Council Policy

6. A decision shall be made by Council or the Chief Administrative Officer (however directed by Council) based on the information provided – spread sheet document and review of the original form if necessary. Evaluation of the bids may consider the submitted price, delivery, servicing, the capacity of the supplier to meet the requirements of the project and any other criteria relevant to the project. No questions should be asked of those who submitted tenders if they are present.

Legal References: MGA Section 207 & 248(1)

Revisions:

Resolution Number	MM/DD/YY

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New Policy is C-FIN-TEN-1

Summer Village of South View

ADMINISTRATIVE

POLICY 2-06

TITLE: Tendering Policy

AUTHORIZATION: 20 September 2004 Council Resolution

POLICY:

Existing

1. When the Summer Village of South View has a project estimated to be of a value larger than \$5,000 (but less than \$250,000*) to be contracted, the project must be tendered to offer all possible contractors an opportunity to bid on the project. This tendering process will be advertised for two consecutive weeks in locally circulating newspapers. The advertisement will provide:
 - a brief description of the project contemplated,
 - the place where a person may obtain further information and tender documents,
 - any conditions for obtaining the tender documents,
 - the place where the tenders are to be sent,
 - the date and time limit for submitting tenders, and
 - the time and place of the opening of the tenders in the event of a public opening.
2. The Administration Office will prepare a formal "Tender Document". The document will give a specific outline of the project to be completed, in as much detail as is possible. The document will require that those bidding on the project provide a detailed outline of what services are to be provided, what equipment is to be utilized. The tender document must clearly identify the requirements of the project, the criteria that will be used in the evaluation of bids and the methods of weighting and evaluating the criteria.
3. The tender document shall contain a privilege clause in a format similar to the following:

"The Municipality reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Municipality reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Municipality to award the work to whomever it chooses in its sole and unfettered discretion, and for whatever reasons the Municipality deems appropriate. Without limiting the generality of the foregoing, the Municipality may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision, including but not limited to the following: [list of criteria]."

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EXT 10/17

4. The form will outline a financial format in which the tender document/bid is to be submitted. (see attached sample)
5. As the norm, tenders are to be received at the Summer Village of South View in sealed envelopes and will remain sealed until the end of the period of time set out for receipt of tender documents. In specific cases of urgency or short time frame, as determined by the Chief Administrative Officer, tenders may be accepted by fax.
6. Once the period for submission of tenders is closed, the Chief Administrative Officer will open all tenders in the presence of at least one other person – administrative staff, Public Works Foreman and/or a member of Council. All present will initial the tender documents to signify that the documents were reviewed in their presence.
7. For submission to Council, the Chief Administrative Officer will present the information from the tender documents in a spread sheet format which will provide the following information:
 - Name of firm submitting tender
 - Itemized details which are required by Council
 - Financial information based on the format approved

The original tender documents will be made available at the Council meeting should Council feel that they require additional information.

8. A decision shall be made by Council based on the information provided – spread sheet document and review of the original form if necessary. Evaluation of the bids may take into account the submitted price, delivery, servicing, the capacity of the supplier to meet the requirements of the project and any other criteria relevant to the project. No questions should be asked of those who submitted tenders if they are present.
9. Where only one supplier is available to meet the requirements, the rules of the tendering policy do not have to be followed, however, Council must be notified of this situation.

* (If the value of the project exceeds \$250,000, the municipality will follow the regulations set out in the Agreement on International Trade (AIT) and utilize the APC internet system for posting the project.)

Background:

Council wishes to ensure that all local contractors are given an equal opportunity to provide services to the municipality. A formal Tendering Policy will ensure that all tenders are received in similar formats to better enable Council to make an informed decision.

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TENDER

Existing

The Summer Village of South View is tendering (NAME OF PROJECT). Enclosed please find a description of the work to be completed, (ANYTHING ELSE BEING INCLUDED, E.G. MAP, DIAGRAM) and a Stipulated Price Bid and Contract Form.

The Village requires those bidding to provide a detailed outline of what services are to be provided, what equipment is to be utilized and what building materials are to be used.

The Municipality reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Municipality reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Municipality to award the work to whomever it chooses in its sole and unfettered discretion, and for whatever reasons the Municipality deems appropriate. Without limiting the generality of the foregoing, the Municipality may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision, including but not limited to the following: [list of criteria].

The Tenders are to be received at the Summer Village of South View in sealed envelopes by TIME AND DATE and will remain sealed until the end of the period of time set out for receipt of tender documents.

Notification will be given to the chosen Bidder by (DATE AFTER COUNCIL MEETING WHERE CHOICE IS MADE) by mail.

THIS DOCUMENT WILL ACCOMPANY THE JOB DESCRIPTION, ANY MAPS OR DIAGRAMS, AS WELL AS REQUIRED STANDARDS OF MATERIALS, IF ANY, AND THE STIPULATED PRICE BID AND CONTRACT FORM.

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Summer Village of South View

Summer Village of South View
Project Name - Project Location

Stipulated Price Bid and Contract Form
Page 1

TO: Name of Project Coordinator
Summer Village of South View
P.O. Box 540
ONOWAY, Alberta T0E 1V0

Existing

PROJECT NAME: _____

We, the undersigned, hereby agree to carry out the Work of the Contract in accordance with the Bid Documents for the stipulated price of:

_____ Dollars (\$) _____
Total in words Total in figures

The break down of the costs which are included in this bid are:

Equipment (provide detail of equipment to be used): _____

Manpower (number of people working x anticipated working time): _____

Additional costs (provide detail) : _____

SUBTOTAL: _____

G.S.T. _____

TOTAL COST: _____

We agree to have the work completed by (date required by Council).

This bid is open to acceptance by the Summer Village of South View until 35 days after the bid closing time. This "Bid and Contract Form", together with the provisions of the Bid Documents shall when accepted and signed by the Owner, constitute a binding contract between the contractor and Owner.

Executed this _____ day of _____

BIDDER: _____
(business name - print or type)

(address)

signature of Bidder's authorized representative

name and status of person signing above _____ Date _____

Accepted and executed this _____ day of _____
by the Owner or Owner's authorized representative.
signature _____ name and title _____

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Summer Village of South View

Council Policy

Number	Title		
C-HUM-REC-1	Recruitment		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:		Resolution No:
	Date:		Date:

Purpose

To provide the Summer Village with terms and conditions around the recruitment of permanent and temporary staff.

Policy Statement

1. Recruitment of all Summer Village personnel is to be centralized through the office of the Chief Administrative Officer.
2. The Chief Administrative Officer is responsible for ensuring that the general statement of recruitment is adhered to. In the event of a conflict, the Mayor and one other member of Council will review the issue prior to an offer of employment being made.
3. Family member means spouse, parents and grandparents, children and grand children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law, adopted, half, and step members.
4. Family members of Council may be employed in temporary positions if the Summer Village has employed them in the past, if they have the required experience, or if they had been employed before the Council member was elected.
5. No person may be hired for a position if that position is under the direct supervision of an immediate family member.
6. Family members of Council, the Chief Administrative Officer and Department Heads are ineligible for permanent employment with the Summer Village.
7. The official offer of employment will be generated from the Summer Village municipal office only. The official personnel file for all staff hired will be held in the Summer Village municipal office.

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Summer Village of South View

Council Policy

8. All permanent and temporary positions of three months duration or longer will have a probationary period set at six months. The Chief Administrative Officer may grant one extension of the probationary period. The extension may not exceed the length of the original probationary period.
9. Should the conditions of this policy conflict with the requirements of a Federal (e.g. SEED) or Provincial (e.g. STEP) employment programs, the requirements of this employment program will supersede the conditions of this policy.
10. Notwithstanding anything else stated in the policy, if, after a diligent search for candidates to fill the positions, there are no other viable candidates then the Chief Administrative Officer may hire a member of a Council member's family, but there is to be no direct supervision or direction from the Council member to that employee.

Legal References:

Revisions:

Resolution Number	MM/DD/YY

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PERSONNEL

POLICY 3-03

RECRUITMENT

Authorization: 22 November 2004, Council Resolution

Existing

Policy:

1. Recruitment of all Village personnel is to be centralized through the office of the Chief Administrative Officer.
2. The Chief Administrative Officer is responsible for ensuring that the general statement of recruitment is adhered to. In the event of a conflict, the Mayor and one other member of Council will review the issue prior to an offer of employment being made. Council will make final approval of all positions exceeding three months within a calendar year.
3. Family members of Council may be employed in temporary positions if the Village has employed them in the past, if they have the required experience, or if they had been employed before the Council member was elected.
4. No person may be hired for a position if that position is under the direct supervision of a family member.
5. Family members of Council, the Chief Administrative Officer, and Department Heads are ineligible for permanent employment with the Village.
6. The official offer of employment will be generated from the Village municipal office only. The official personnel file for all staff hired will be held in the Village municipal office.
7. All permanent and temporary positions of three months duration or longer will have a probationary period set at three months.

The Chief Administrative Officer may grant one extension of the probationary period. The extension may not exceed the length of the original probationary period.

8. Should the conditions of this policy conflict with the requirements of a Federal (e.g. SEED) or Provincial (e.g. STEP) employment programs, the requirements of this employment program will supersede the conditions of this policy.

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9. Notwithstanding anything else stated in the policy, if, after a diligent search for candidates to fill the positions, there are no other viable candidates then the Chief Administrative Officer may hire a member of a Council member's family, but there is to be no direct supervision or direction from the Council member to that employee.

Existing

Background:

The Summer Village of South View deems that it is critical to recruit and retain the most qualified people in terms of attitude, skills, and ability to meet the position's needs in a fair, equitable, and consistent manner.

Rescind !!

LEGISLATIVE

POLICY 1-03

PARTIAL PLAN CANCELLATION BYLAW

Authorization: August 20, 2004, Council Resolution

Policy:

1. Council has historically had a policy of not passing bylaws for partial plan cancellations (lot consolidations).
2. This policy is to formalize the unwritten policy that has been in place.

Background:

The Annual Service Tax Bylaw impacts all properties where an owner has two separate lots. Each lot is subjected to a separate levy. In cases where these two lots are adjacent, there has been interest expressed in consolidating the two lots into one property, likely to pay one levy on the property. (The Annual Service Tax bylaws must be passed on an annual basis and are only effective for the one year.)

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November 30, 2018

Mayor Sandra Benford
Summer Village of South View
Box 8
ALBERTA BEACH, Alberta
T0E 0A0

Dear Mayor Benford:

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



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

80

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

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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 \$120 (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

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Quotation from...

BORDER PAVING LTD.

PHONE (780) 967-3330
FAX (780) 967-3333

BOX 2270
STONY PLAIN, ALBERTA
T7Z 1X7

1-888-8HOTMIX
(1-888-846-8649)

December 13, 2018

18-2239

Summer Village of Southview
P.O. Box 8
Alberta Beach, Alberta
ToE 0A0

Phone: (587)873-5765
Email: administration@wildwillowenterprises.com

Attention: Ms. Heather Lahtala

Dear Madam:

**Re: Budget Quotation
Asphalt Speed Bumps
S.V. of Southview, Alberta**

We are pleased to submit a Budget Price of \$765.00/each + G.S.T for your consideration.

The work will include:

- Mobilize labour and equipment to site.
- Supply, place and compact Hot Mix Asphalt to construct asphalt speed bumps along Oskar Wikstrom Drive.

These rates are for budget purposes only and is based on a minimum of 6 speed bumps being installed.

Should you have any questions with regards to this quotation or any other concerns, please contact our office at (780) 967-3330, 1-8888-HOTMIX or via e-mail at stony@borderpaving.com.

Thank you for the opportunity to quote on this work.

Yours truly,
Border Paving Ltd.

Dale Stewart
DS/jh
P: 2018/Quotes/18-2239 Southview Speed Bumps

Please sign and return for quote acceptance

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[FWD: Silver Sands, West Cove, South View]

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

Subject: Silver Sands, West Cove, South View
From: "Shelley Vaughan" <shelley@onoway.ca>
Date: Mon, January 07, 2019 12:54 pm
To: <administration@wildwillowenterprises.com>

Hi Everyone - please see attached a copy of your FCSS contributions for 2018. FCSS Funding for 2019 is the same as 2018. I ask that you begin conversations as to where you would like to spend your FCSS Dollars this upcoming year. If I receive any applications (as I will be putting an ad in the Newspaper) I will forward.

If you have any questions please contact me at 780-967-5338.

Thanks
Shelley Vaughan
Administrative Assistant
Town of Onoway

Your message is ready to be sent with the following file or link attachments:

2018 FCSS Silver Sands Westcove South View allocations

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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2018 FCSS Allocations (Silver Sands/West Cove/South View) June

Town	Silver Sands	West Cove	South View
East End Bus - Seniors in Motion (2)	\$ 281.00	\$ 221.00	\$ 500.00
Darwell Library Reading Program	\$ 500.00		\$ 500.00
Darwell Library		\$ 1,372.00	\$ 500.00
Picnic	\$ 300.00		\$ 300.00
Darwell Ag Board			
West Cove Days		\$ 2,000.00	
Food Bank	\$ 500.00		\$ 500.00
Darwell School	\$ 500.00		\$ 1,000.00
Portable Information Sign			
Community Sign (South View)			
West Cove Community League		\$ 2,000.00	
Silver Sands Fire Sign	\$ 2,216.45		
Silver Sands Picnic			
Silver Sands Summer Village Project			
Meals on Wheels (Darwell)	\$ 500.00		
Darwell School (2 nd cheque run)	\$795.55		\$ 427.25
TOTAL	\$ 5,593.00	\$ 5,593.00	\$ 3,727.25
TOTAL FCSS Money Left to Spend	\$ -	\$ -	\$ -
TOTAL FCSS MONEY AVAILABLE:	\$ 5,593.00	\$ 5,593.00	\$ 3,727.25
TOTAL FCSS Money to spend for Silver Sands, West Cove, South View			\$ 14,913.25
MINUS total spent from Silver Sands, West Cove, South View			\$ 14,913.25
TOTAL Available FCSS Money left from Silver Sands, West Cove, South View			\$ -

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January 4, 2019

Summer Village of South View
Box 8
Alberta Beach Alberta T0E 0A0

Attention: Ms. Wendy Wildman, CAO

Dear Ms. Wildman:

Re: Engagement letter

You have requested that we audit the consolidated financial statements of Summer Village of South View, which comprise the consolidated statement of financial position as at December 31, 2018 and future years (unless terminated in writing), and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, as well as a summary of significant accounting policies and other explanatory information.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the consolidated financial statements.

Our Responsibilities

We will conduct our audit of Summer Village of South View in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence of the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.

We may also communicate other matters identified during the audit that, in our opinion, are of sufficient importance to merit management's attention.

Form and Content of the Audit Opinion

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

To the Members of Council of Summer Village of South View



We have audited the accompanying consolidated financial statements of Summer Village of South View, which comprise the consolidated statement of financial position as at December 31, 2018, and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Summer Village of South View as at December 31, 2018 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

If we conclude that a modification to our opinion on the consolidated financial statements is necessary, we will discuss the reasons with you in advance.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they are responsible for:

- a) The preparation and fair presentation of the consolidated financial statements in accordance with the Canadian public sector accounting standards;
- b) Such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error; and
- c) Providing us with:
 - i) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - ii) Access to all information of which management is aware that is relevant to the preparation of the consolidated financial statements, such as records, documentation and other matters; and
 - iii) Additional information that we may request from management for the purpose of the audit.

As part of our audit process:

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- a) We will make inquiries of management about the representations contained in the consolidated financial statements. At the conclusion of the audit, we will request from management written confirmation concerning those representations. If such representations are not provided in writing, management acknowledges and understands that we would be required to disclaim an audit opinion.
- b) We will communicate any misstatements identified during the audit other than those that are clearly trivial. We request that management correct all the misstatements communicated.

Confidentiality

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Each professional accountant must preserve the secrecy of all confidential information that becomes known during the practice of the profession. Accordingly, we will not provide any third party with confidential information concerning the affairs of Summer Village of South View unless:

- We have been specifically authorized with prior consent;
- We have been ordered or expressly authorized by law or by the *Code of Professional Conduct/Code of Ethics*; or
- The information requested is (or enters into) public domain.

In performing our services, we will send messages and documents electronically. You acknowledge that electronic communication carries the possibility of inadvertent misdirection, interception or non-delivery of confidential material, or infection by a virus. If you do not consent to our use of electronic communications, please notify us in writing.

We do not accept responsibility and will not be liable for any damage or loss caused in connection with the interception or corruption of an electronic communication.

Use of Information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the basis that:

- a) You represent to us that management has obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and
- b) We will hold all personal information in compliance with our Privacy Statement.

Use and Distribution of Our Report

The examination of the consolidated financial statements and the issuance of our audit opinion are solely for the use of Summer Village of South View and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these consolidated financial statements, and we accept no responsibility for their use by any third party.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us.

If you require our consent in this regard, management agrees to provide, on a timely basis, a draft of the other information for our review prior to the issuance of the audit report.

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Reproduction of Auditor's Engagement Report

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Management is responsible for the accurate reproduction of the consolidated financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized consolidated financial statements that we have audited.

We are not required to read the information contained in your website or to consider the consistency of other information on the electronic site with the original document.

Preparation of Schedules

We understand that you and your employees will prepare certain schedules and locate specified documents for our use before our engagement is planned to commence. The requested schedules and documents are as follows:

- a) Schedules and analyses; and
- b) Other specified documents.

This assistance will facilitate our work and help to minimize our costs. Any failure to provide these working papers or documents on a timely basis may impede our services and require us to suspend our services or withdraw from the engagement.

Ownership

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the engagement are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.

During the course of our work, we may provide for your own use certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any damage or loss incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

File Inspections

In accordance with professional regulations (and by our firm's policy), our client files may be periodically reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Accounting Advice

Except as outlined in this letter, the audit engagement does not contemplate the provision of specific accounting advice or opinions, or the issuance of a written report on the application of accounting standards to specific transactions and to the facts and circumstances of the entity. Such services, if requested, would be provided under a separate engagement.

Other Services

In addition to the audit services referred to above we will, as allowed by the *Code of Professional Conduct /Code of Ethics*, prepare your charity returns and other special reports as required. Management will provide the information necessary to complete these returns/reports and will file them with the appropriate authorities on a timely basis.

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Governing Legislation

This engagement letter is subject to and governed by the laws of the Province of Alberta. The Province of Alberta will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Dispute Resolution

You agree that:

- a) Any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation; and
- b) You will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement.

Any mediation initiated as a result of this engagement shall be administered within the Province of Alberta. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Indemnity

Summer Village of South View hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless our firm (and its partners, agents or employees) from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of (or in consequence of):

- a) The breach by Summer Village of South View or its directors, officers, agents or employees of any of the covenants made by Summer Village of South View herein including, without restricting the generality of the foregoing, the misuse of or the unauthorized dissemination of our engagement report, or the consolidated financial statements in reference to which the engagement report is issued or any other work product made available to you by our firm.
- b) The services performed by us pursuant to this engagement unless and to the extent that such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the negligence of our firm. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your Municipality.

Time Frames

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by Summer Village of South View of its obligations.

Fees at Regular Billing Rate

Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST, and are due when rendered. Fees for any additional services will be established separately.

Billing

Our fees and costs will be billed monthly and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.50% per month or 18.00% (APR) per annum. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

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Costs of Responding to Government or Legal Processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST) incurred.

Communications

In connection with this engagement, we may communicate with you or others via telephone, facsimile, post, courier and email transmission. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from: communications, including any consequential, incidental, direct or indirect; special damages, such as loss of revenues or anticipated profits; or disclosure or communication of confidential or proprietary information.

Termination

Management acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the engagement.

Either party may terminate this agreement for any reason upon providing written notice to the other party not less than 30 calendar days before the effective date of termination. If early termination takes place, Summer Village of South View shall be responsible for all time and expenses incurred up to the termination date.

If we are unable to complete the audit or are unable to form, or have not formed, an opinion on the consolidated financial statements, we may withdraw from the audit before issuing an auditor's report or we may disclaim an opinion on the consolidated financial statements. If this occurs, we will communicate the reasons and provide details.

Not Liable For Any Failures or Delays Beyond Our Control

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed-upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by your Municipality of its obligations.

Consequential Loss

Our firm and its partners, officers or employees will not be responsible for any consequential loss, injury or damages suffered by the client including but not limited to loss of use, earnings and business interruption, or the unauthorized distribution of any confidential document or report prepared by or on behalf of our firm, including the partners, officers or employees of the accounting firm for the exclusive use of the client.

Conclusion

This engagement letter includes the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

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If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the foregoing terms are acceptable to you, please sign the copy of this letter in the space provided and return it to us.

We appreciate the opportunity of continuing to be of service to your Municipality.

Sincerely,

Seniuk & Company

SENIUK AND COMPANY

Acknowledged and agreed to on behalf of Summer Village of South View by:

Date signed

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Deputy Minister
18th Floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
Canada
Telephone 780-427-4826
Fax 780-422-9561

AR94659

December 20, 2018

Ms. Wendy Wildman
Chief Administrative Officer
Summer Village of South View
PO Box 8
Alberta Beach AB T0E 0A0

Dear Ms. Wildman:

wendy

Thank you for your email of December 5, 2018, providing an update in response to the 2018 Municipal Accountability Program (MAP) report for the Summer Village of South View.

I appreciate you having provided the plan for the Summer Village of South View to address the subdivision and development appeal board requirement, which is the last remaining legislative gap identified in the 2018 MAP report.

Should you have any additional questions, please contact Jeff Nixon, Municipal Accountability Advisor, Municipal Capacity and Sustainability, toll-free at 310-0000, then 780-422-8125.

Sincerely,



Brad Pickering
Deputy Minister

cc: Jeff Nixon, Municipal Accountability Advisor, Municipal Affairs

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FL

Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

December 5th, 2018

Alberta Municipal Affairs
18th Floor, Commerce Place
10155 – 102 Street
EDMONTON, AB. T5J 4L4

Att: Brad Pickering, Deputy Minister

Dear Brad:

Re: **S.V. of South View Municipal Accountability Review Report**

In reference to the above noted, and our October 10th, 2018 letter, please accept this letter as an update to the progress of the one legislative gap remaining on this report being the Subdivision and Development Appeal Board.

At our Council meeting held this morning, Council accepted a proposal from Emily House and Milestone Municipal Services to provide Subdivision and Development Appeal Board services to the Summer Village. At our next Council meeting, which is scheduled for January 16th, 2019, we will have the respective agreement and bylaw on the agenda for Councils' consideration.

We will follow-up with you after our January 16th, 2019 Council meeting.

Yours truly,

Wendy Wildman
Chief Administrative Officer
Summer Village of South View

/ww

c.c. Council
Heather Luhtala

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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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Her Worship Sandra Benford
Summer Village of South View
PO Box 8
Alberta Beach, AB
Canada, T0E 0A0

Dear Ms. Benford,

As elected council for your Municipal District, Agriculture for Life (Ag for Life) knows you have a strong vested interest in ensuring rural Alberta communities remain safe. Since 2011, Ag for Life has played a vital role in educating Albertans about rural and farm safety and we are asking for your support in keeping our state-of-the-art Rural Safety Unit on the road as we work to build a culture of safety among Alberta's youngest residents and their families.



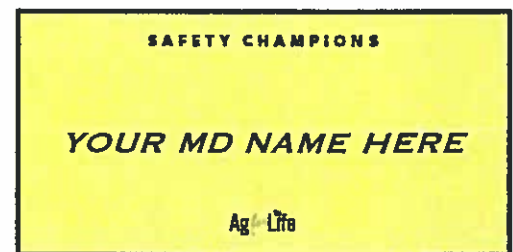
Making Safety Stick

Ag for Life's Rural Safety Unit helps to educate, encourage and promote safety on the farm, ranch and rural areas with a long-term goal of reducing the number of injuries and fatalities.

The mobile unit, filled with interactive, digital and mechanical safety learning stations, is aimed at rural grade 4 to 12 students, volunteers, teachers, young farm workers and farm families, who live on, work, play, or visit farms and ranches. Learning stations are themed around topics like *hazard identification, large equipment safety, and chemical safety.*

As part of our Bumper Sticker campaign, we are asking that you help make safety stick in rural Alberta communities by making a donation of \$1,500. Your support will ensure the Rural Safety Unit continues to deliver high quality safety education across the province in 2019.

In recognition of your support, a bumper sticker (sample pictured right) with your MD's name will be placed on the outside of the mobile unit under our Safety Champions wall showcasing your commitment to safety to the rest of the province.



Let's Connect

It would be a pleasure to have your municipality partner with Ag for Life on this initiative. We sincerely thank you for your consideration.

LUREE WILLIAMSON

Chief Executive Officer

CELL 403 862 5688

EMAIL lwilliamson@agricultureforlife.ca

LAURA HUDSON

Fund Development Manager

CELL 403 862 4542

EMAIL lhudson@agricultureforlife.ca





HELP MAKE SAFETY STICK

Your donation of \$1,500 will help Ag for Life reach more Albertans with critical rural safety programming. On behalf of rural communities across Alberta, we thank you! To make your donation please complete this form and send by mail to:

32 Priddis Creek Drive Foothills, AB T0L 1W2

Name: _____

MD Name (to be printed on sticker): _____

Email: _____

Address: _____

Payment (\$1,500): Cash Credit Cheque

Name on card

Card number

Expiry date

Security code

Zip/Postal code

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

at



Office of the Information and
Privacy Commissioner of Alberta

January 3, 2019

T6L 5H9

Ms. Wendy Wildman
FOIP Contact
Summer Village of South View
PO Box 8
Alberta Beach, AB T0E 0A0

Dear _____ and Ms. Wildman :

**RE: Extension of Timelines
Request for Review File #: 008851**

On April 10, 2018, our Office received your request for review regarding Summer Village of South View's response to your request to access information. Ryan Komarnicki, Senior Information and Privacy Manager, was authorized to investigate and try to settle any matter that is the subject of your request for review.

Commissioner Clayton has delegated to me the power to extend the time limit for completing reviews, as provided by section 69(6) of the *Freedom of Information and Protection of Privacy Act* (FOIP Act).

I have been advised by the Senior Information and Privacy Manager that additional time is required to conclude the mediation/investigation of your request for review. Therefore, under section 69(6) of the FOIP Act, I am extending the date for completion of file #008851 to March 30, 2019.

Please note that this extension does not alter other response requirements that may be set out by the Senior Information and Privacy Manager assigned to this case.

If you have any questions or concerns about this extension, please contact Ryan Komarnicki.

Sincerely,

Rachel Hayward
Director, Compliance and Special Investigations

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Town of Mayerthorpe

Report Range : 2018/11/01 0000 to 2018/11/30 2359 Report Title : SOUTHVIEW DAILY EVENTS

11/10/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/10 1730 DAWN, DWIGHT
2018/11/10 1900 TOWN OF MAYERTHORPE

GENERAL PATROL
SOUTHVIEW
SUMMER VILLAGE
PATROL THE VILLAGE, AND CHECKED RESIDENCES, FAIRLY QUIET EVENING THOUGH

11/16/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/16 1430 DAWN, DWIGHT
2018/11/16 1600 TOWN OF MAYERTHORPE

GENERAL PATROL
SOUTHVIEW
SUMMER VILLAGE
PRETTY QUIET DAY, SNOW STORM PREVIOUS NIGHT, SNOW AND ICY ROADS, CHECK RESIDENCES

11/21/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/21 0800 DAWN, DWIGHT
2018/11/21 0930

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TOWN OF MAYERTHORPE

GENERAL PATROL
SOUTHVIEW
SUMMER VILLAGE

PATROL THE VILLAGE AND CHECK RESIDENCES, TRAFFIC NON EXISTENT THIS MORNING.

11/29/2018

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2018/11/29 0930	DAWN, DWIGHT
2018/11/29 1100	TOWN OF MAYERTHORPE

GENERAL PATROL
SOUTHVIEW
SUMMER VILLAGE

PATROL VILLAGE AND RADAR ON MAIN ROAD ALONG WITH CHECKING RESIDENCES

Total Events: 4

100

Beet
Bucky 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
Wash.

Michelle

Peter & Patricia

Lucine Green

Patricia
Brenda
Shaw

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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 (<i>for YRL Trustees/Alternates</i>).....	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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South View



Association of
SUMMER VILLAGES
OF ALBERTA

January 7, 2019

Dear CAO and Councils:

It is that time of year again when we contact you for your continued support of our Association of Summer Villages of Alberta. After a successful 60 years, the Association continues to gain momentum and be recognized as a value-added organization.

January 2019 is an indicator on how we are working hard for our members:

- January 10 – meeting with AUMA Board of Directors to gain their support for summer villages to receive the same MSI funding formula as any other municipality
- January 17 – meeting with AEP Deputy Minister Bev Yee to discuss boat mooring policy, aquatic invasive species, and continued support for the update to our Lake Stewardship Guide
- January 21 – meeting with RMA Board of Directors to gain their support for summer villages to receive the same MSI funding formula as any other municipality

We are waiting to hear back from Minister Shaye Anderson on our request to be included at the table with AUMA and RMA on the MSI discussions.

In addition, we have made some great strides over the last year. Following is a summary of some of the highlights:

Advocacy

The ASVA continues to emphasize that summer villages are sustainable and vibrant. The ASVA Executive (President Peter Pellatt, Vice President Mike Pashak and Executive Director Beverly Smith) have met with the Honourable Shaye Anderson, Minister of Municipal Affairs and DM Brad Pickering. We have discussed the inequitable MSI funding formulae and the required Municipal Performance Indicators, which, by the very nature of our summer villages, we are unable to achieve. As a result of these talks, together with our October resolution on performance indicators, Municipal Affairs have agreed with us and have made changes that addresses our concerns.

We continue to highlight the benefits of shared administration that many summer villages have taken on and our collaborative approach with our adjacent municipalities.

President Peter Pellatt has served on the AUMA Board of Directors for three terms, representing summer villages. President Pellatt was able to influence the MGA decision that summer villages would not lose their summer village status should two or more decide to amalgamate. His role on the AUMA Board has greatly raised the credibility and profile of summer villages throughout the province and we

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have been able to have very productive, informative and mutually beneficial exchange of information which was not possible before. President Pellatt is also the Vice Chair of the AUMA Small Communities Committee, which focuses on rural crime, broadband, policing, and other key initiatives affecting these communities, as well as representing summer villages on the AMSC Board.

Additionally, Vice President Mike Pashak, participates on AUMA's Infrastructure and Energy Committee which furthers our influence and connection with other municipalities in the province and the provincial government. Key focus areas are MSI and federal government funding, asset management, and renewable energy.

ASVA continues to work with the Alberta Municipal Data Sharing Partnership (AMDSP) in support of Alberta Health Services being able to better service and locate emergency requirements in summer villages.

Executive Director Beverly Smith also met with ADM Gary Sandberg and was able to encourage the unique offering of grant funding for summer villages and other small municipalities under 500, to complete their Municipal Development Plans.

AEP has agreed that they will support us in the re-write of our Lake Stewardship Guide now with the completion of the MMGA. The ASVA is pleased that we were able to help sponsor the printing of Alberta Environment and Park's new Aquatic Invasive Species Pocket Guide. Directors Marlene Walsh and Brenda Shewaga are connected with Alberta Environmental and Parks (AEP) on their Aquatic Invasive Species (AIS) program.

In 2018, we continued to work on a number of provincial committees and were pleased to be recognized as providing value, along with the AUMA and RMA.

- Municipal Sustainability Strategy Advisory Committee – Director Dennis Evans sits on the provincial committee as the ASVA representative to provide input on viability review and municipal sustainability
- Director Morris Nesdole sits on the Alberta Environment and Park's Fisheries Stakeholder Committee on behalf of ASVA
- Director Pete Langelle represents ASVA on the Septage Variance Transition Working Group
- Executive Director, Beverly Smith is now on the Municipal Affairs' Intermunicipal Relations Team
- President Peter Pellatt is representing the ASVA on the Police Act review

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- ASVA Board was invited to the Minister of Municipal Affairs' Joint ASVA / AUMA / RMA workshop to discuss to implementation of the new Municipal Government Act starting with Intermunicipal Collaborative Frameworks (ICFs)
- The ASVA assisted in establishing the Muni 101 and ICF Workshops
- The ASVA Board participated in the review of the Local Authorities Election Act and submitted a response on behalf of the ASVA

Other Advocacy Projects: Nature Alberta is continuing to work with the ASVA and summer villages to undertake a national program called "Love Your Lake" at Lake Wabamun and Lake Isle, to promote healthy lakeside living.

Communication

The updated ASVA website (asva.ca) continues to provide excellent communications for our members and the public at large. We are getting approximately 3,373 page views per week and have been contacted via our website 92 times since it was developed in 2015. Updates on our ongoing projects are posted along with links to our summer village member sites. Our Twitter account (@ASVAAlberta) provides real time news and information clips.

Of great benefit to individual CAOs and Councils is the fan-out email support for information by our ASVA administration. CAOs can get sample bylaws and responses to questions from their fellow CAOs quickly through our Executive Director. As well, the Board Directors, have started a quarterly phone out to CAOs to ensure the ASVA is aware of the concerns and issues of our members.

The Board held a Strategic Planning Session for the Directors to establish a better pathway for our future and to finalize the development of a communication strategy for the ASVA. We are trying to ensure our members and partners are informed as to the importance of the ASVA, to determine how we can meet your needs and to identify what we are accomplishing as an association.

Education

The ASVA's education focus in 2018/2019 is to assist summer villages in implementing the requirements of the new MGA (Orientation Training, Code of Conduct bylaws, Public Participation Policies, MDPs, IDPs, ICFs) and to assist them in understanding their roles and responsibilities on the new cannabis legislation by providing information fact sheets and providing webinars on the topic with the Alberta Cannabis Secretariat.

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The ASVA posts and circulates information regularly on our website and through direct email to our members on a variety of topics including cyanobacteria, aquatic invasive species, training programs on governance and ongoing workshops, webinars and conferences.

We hope you see great value in being a member of the ASVA. Please submit your membership fee to:

Beverly Smith, Executive Director
Association of Summer Villages of Alberta
71 Ravenscrag Crescent
Norglenwold, AB
T4S 1S5

If you have any questions about your invoice, please contact me directly at b.smith@asva.ca or 403-506-2744.

Yours truly,

Beverly Smith
Executive Director, ASVA

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