

**SUMMER VILLAGE OF SILVER SANDS
AGENDA**

**Friday, August 30, 2024 at the Fallis Hall (located at 53303 Range Road 52)
and via Zoom immediately following the Organizational Meeting**

**(As per bylaw 341-2024 Council and/or Council Committee meetings may not be
filmed or voice recorded.)**

1. Call to order

Treaty 6 Territory Land Acknowledgement

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

2. Agenda:

- a) Friday, August 30th, 2024 Regular Council Meeting

(approve agenda as is, or with amendments, additions or deletions)

3. Minutes:

- a) Friday, July 19th, 2024 Regular Meeting Minutes

p1-5

(approve minutes as is, or with amendments)

4. Delegations:

- a) 9:05 a.m. Margo Meyer & Darlo Duncan – Establishment of Community Dock, please refer to the attached July 10th, 2024 email regarding same. A group of interested persons are looking to host a golf fundraiser with proceeds going towards a future boat dock and are asking that the Summer Village hold these funds in trust for same. The group are also asking for insight and guidance into applying for grant funds for said dock. This was discussed at the last meeting and Council direction was to invite them to this meeting to discuss matters further (ad hoc committee etc).

p 6

(direction as given by Council at meeting time)

- b) 9:20 a.m. Ron Roberts – Silver Sands Golf & RV Resort – discussion on future minimum amount payable for rv lots. In 2024 the Summer Village's minimum amount payable on all lots was \$1,109.00.

(direction as given by Council at meeting time)

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5. Public Hearings: n/a

6. Bylaws:

p 7-26

p 27

p 28

- a) 343-2024 – Animal Control Bylaw – (administration changes from draft that legal counsel had prepared: added a definition for “Rear Yard”, added to “Beehive” definition “...for the purpose of collecting honey”. There are some concerns regarding the allowing of beehives, this will need to be discussed further at meeting time amongst Council as the attached draft bylaw still includes an allowance for the keeping of bees. We have attached a summary on the changes, and changes were also incorporated based on Council feedback. We have included Deputy Mayor Turnbull’s email for further discussion before approving said bylaw.

(that Bylaw 343-2024, being the Animal Control Bylaw for the Summer Village of Silver Sands, be given first reading)

(that Bylaw 343-2024 be given second reading)

(that Bylaw 343-2024 be considered for third reading)

(that Bylaw 343-2024 be given third and final reading)

Or

(defer for further changes)

p 29-35

p 36

- b) 344-2024 – Feeding of Wildlife Bylaw – no changes from the draft that legal counsel had prepared, this bylaw was presented to Council previously and deferred to this meeting to allow additional time to review and consider same. If passed, this would be a new bylaw for the Summer Village.

(that Bylaw 344-2024, being the Feeding of Wildlife Bylaw for the Summer Village of Silver Sands, be given first reading)

(that Bylaw 344-2024 be given second reading)

(that Bylaw 344-2024 be considered for third reading)

(that Bylaw 344-2024 be given third and final reading)

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P 37-50
strike through
red ink

P 51-64
draft
final
version

- c) 345-2024 – Council Code of Conduct Bylaw – Under a MAP Review of another municipality we work with, it was flagged by Municipal Affairs that their Code of Conduct bylaw needed to be amended. As we had the same original Code of Conduct bylaw that was templated back in 2018 by ABMunis (formerly AUMA), we are bringing a new Code of Conduct Bylaw to bring it into compliance. The comments from Municipal Affairs with respect to the original Code of Conduct Bylaws that were passed is that "the Bylaw includes sanctions not authorized under the Code of Conduct regulation. The bylaw must be amended, or repealed and replaced, to conform with the sanctions provided in the Regulation. The bylaw also excludes a member against whom an allegation is made from attending the closed session where the report is discussed. This is contrary to Section 153 of the MGA which requires councillors to participate in Council meetings." Changes to this proposed new bylaw are noted in strike through or red ink.

The draft bylaw before you was vetted by Municipal Affairs and deemed compliant.

(that Bylaw 345-2024, being the Council Code of Conduct Bylaw for the Summer Village of Silver Sands, be given first reading)

(that Bylaw 345-2024 be given second reading)

(that Bylaw 345-2024 be considered for third reading)

(that Bylaw 345-2024 be given third and final reading)

P 65-71,
draft final
version

P 72-75,
existing
bylaw

- d) 346-2024 – Bylaw Enforcement Officer Bylaw - Under a MAP Review of another municipality we work with, it was flagged by Municipal Affairs that their Bylaw Enforcement Officer bylaw needed to be amended. As we had a similar Bylaw Enforcement Officer bylaw, we are bringing a new Bylaw Enforcement Officer Bylaw to bring it into compliance. Municipal Affairs has advised that the former Bylaws provided that an officer may appeal disciplinary action to the Mayor and be heard by Council. Section 180 of the MGA advises that discipline of employees is an administration function.

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The draft bylaw before you was vetted by Municipal Affairs and deemed compliant. The Summer Village's existing bylaw is attached, and this proposed new bylaw is very different from the existing bylaw (too many changes to note).

(that Bylaw 346-2024, being the Bylaw Enforcement Officer Bylaw for the Summer Village of Silver Sands, be given first reading)

(that Bylaw 346-2024 be given second reading)

(that Bylaw 346-2024 be considered for third reading)

(that Bylaw 346-2024 be given third and final reading)

7. Business:

p 76

- a) Tax Penalty Cancellation Request – please refer to the attached July 23rd, 2024 email from Ron Roberts of Silver Sands Golf Course. As noted in the email, Mr. Roberts received 3 of his 4 properties tax notices, which he paid. He did not receive the 4th tax notice, he did not pay it, and now has a penalty of \$83.78 on that one tax account. Administration can confirm that this particular tax notice was not returned undelivered to the office, and a copy of the tax notice is filed in the landfill which indicates the original was mailed. As in the past, administration would caution Council on setting precedent if you were to consider cancelling this penalty as you have denied same or similar requests in the past.

(that the request to cancel the tax penalty of \$83.78 on tax roll 1354TC be denied)

Or

(that the request to cancel the tax penalty of \$83.78 on tax roll 1354TC be approved)

Or

(some other direction as given by Council at meeting time)

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Separate

- b) Circular Materials – Extended Producer Responsibility – the Summer Village had opted-in in principle subject to further information being obtained. We have received a response from Circular Materials and have now provided the required financial information back to them which was due August 26th. The next step is the Summer Village receiving a compensation offer for the blue bag recycle program to which Council can choose to accept and proceed with our recycling program under our public works department or not accept and then opt-out and Circular Materials will then be in charge of the program. As there is a lot to this discussion, whether in the end we opt in or opt out, we are putting this on the agenda now so you have plenty of time to read the information we have to date, and inquire with other municipalities if you so wish, prior to receiving and considering the compensation offer.

(that the information received on the Circular Materials Extended Producer Responsibility program be accepted for information, and further discussion on same take place once the Summer Village has received their compensation offer)

- c) Weed Harvesting Complaint – Administration has received a couple complaints regarding weeds floating up on the shoreline after the weed harvester has completed its work. Administration has confirmed with the weed harvester that the machine actually retains the weeds that it harvests within the machine and that those weeds are disposed of by the contractor. It is our understanding that residents were hauling weeds that had washed up on shores to the compost site before the weed harvester commenced its work. Currently we do not budget to have our staff remove weeds which have washed up, but if this is something Council wishes to consider we certainly can start working on putting some numbers together IF we have capacity, otherwise would have to look at contracting an outside source.

(direction as given by Council at meeting time)

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P 77-8b

- d) FRIAA Grant Calls for Expression of Interest – eligible activity may include Vegetation/Fuel management (e.g., complete vegetation removal in the construction of fireguards/fuel breaks including maintenance activities such as agricultural grazing). FRIAA is requesting prospective applicants to submit a three-phase proposal under this RFP. A potential project scope may be this municipal reserve vegetable management as initiated as a result of the fallen trees on the municipal reserve behind Willow Ave.

Some background to the project:

- (a) Phase 1: Planning Initial work plan and budget for approval (e.g., planning, mapping, ground truthing, permitting, consultation). Short-listed applicants will be invited to submit proposals for Phases 2 and 3 subject to available funding.
- (b) Phase 2: Fireguard/Fuel Break Construction (e.g., land clearing, timber harvest, debris disposal).
- (c) Phase 3: Grazing Site Preparations (e.g., grubbing/stumping, debris disposal, fencing, seeding).

Phase I deliverable to include:

PHASE 1 DELIVERABLES:

- 1) Overview map of the proposed fireguard;
- 2) Shapefile or geodatabase of the proposed fireguard boundary;
- 3) Wildfire Management Branch technical review and approval of the fireguard boundary (required);
- 4) Public Lands technical review and approval of a grazing suitability assessment (required), if grazing is planned;
- 5) A vegetation management plan (for maintenance options other than grazing);
- 6) Detailed cost estimate and budget breakdown for Phase 2 clearing;
- 7) Projects that involve harvesting of merchantable timber or biomass may only claim incremental costs of harvesting activities. Describe how the merchantable fibre will be sold or allocated. Revenue generated from the sale of timber or biomass must be returned to the project budget in Phase 2.

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- 8) Detailed timeline, milestones, dependencies and start and end dates for Phase 2;
- 9) Refined cost estimate and timeline for Phase 3 activities, if planned; and,
- 10) Summary report including activities completed (e.g., approvals, consultation events, ha planned), costs to-date with supporting contractor invoices.

CPP Environmental has provided the Summer Village with their Wildfire Mitigation Strategy, they also help municipalities with these applications. There is a great deal of work required to apply under this grant, and as in the past an outside source would need to be hired.

(direction as given by Council at meeting time)

- P 87-88
- e) Summer Village Regional Emergency Management – please refer to the attached email from Regional Director of Emergency Management Janice Christiansen regarding their proposed 2025 budget. This draft 2025 budget does not have an increase in fees to its membership. The Summer Village Council does not approve or reject the SVREMP budget at our table, this is done by the elected at the partnership level. The partnership did initiate an engagement opportunity on the budget for their respective municipal councils, and that is what this is. If Council has concerns with the proposed budget it is up to our elected representative to bring that forward at the partnerships October meeting where they will be considering their 2025 budget.

Recommendation:

(that the Summer Village of Sunrise Beach endorse the Ste. Anne Summer Villages Regional Emergency Management Partnership draft 2025 budget as presented)

Or

(some other direction as given by Council at meeting time)

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f)

g)

h)

8. Financial: a) Income & Expense Statement – as at July 31, 2024
p 89-93 (accept income & expense statement for information)

9. Councillors' Reports:
a) Mayor
b) Deputy Mayor
c) Councillor

(accept Council Reports for information)

10. Administration Reports:
p 94-95
p 96
a) Development Officer's Report
b) Public Works Report
c) LSA County use of Darwell transfer station, emailed July 2nd, 2024 – no response yet
d) Town of Mayerthorpe – meeting with CAO to discuss door hanger program pending
e) Fire Hall Construction Grants – we reached out to Alberta Counsel who advised there are a couple of federal funds that do underwrite fire hall construction, they will report back on if and when they are accepting applications
f) Seacan Storage permit to LSA County
g) Willow Avenue MR Complaint
h) Sale of Quad - \$3,500.00
p 97-98 i) Q & A on Recreational Vehicles and Temporary Living Accommodations in Residential Districts pamphlet
j)

(accept above items for information)

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11. Information and Correspondence:

- a) Development Permits:
 - i) 24DP10-31 – 10 Fir Crescent - construction of a detached garage (71.37 SQ. M.)
 - ii) 24DP11-31 – 6 Birch Avenue - "as-built" construction of a recreational vehicle parking pad and placement of a recreational vehicle for both the purposes of storage and use.
- b) Canada Community Building Fund (CCBF) – please refer to the attached July 23, 2024 letter on the 2024 grant funding allocation for Silver Sands at \$17,467 – funding agreement between the Province and the Federal Government has now been renewed.
- c) August 13, 2024 email from Alberta Municipalities regarding donations for the Jasper Fire Community Fund
- d) Respect Our Lakes – brochure on aquatic vegetation and lake health
- e) Non-chargeable fire invoice for lightening strike response on July 24 – \$1,281.06
- f) Non-chargeable fire invoice for medical response on July 28 - \$340.90
- g)

(accept correspondence for information)

12. Open Floor Discussion with Gallery: (15-minute time limit)

13. Closed Meeting (if required): As per the Municipal Government Act and FOIPP Act
- "Intergovernmental relations – Regional Fire Services - FOIPP Act Sections 21, 22, 23 and 24"
 - "Third Party Business Interest – Town of Onoway/Wildwillow Enterprises Inc. - FOIPP Action Section 16"

14. Adjournment

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Next Meetings:

- September 19, 2024 – Regular Council Meeting – (was re-scheduled due to AB Munis Convention)
- September 25 to 27, 2024 – AB Munis Convention
- September 28, 2024 – SVLSACE
- October 17 & 18, 2024 – ASVA Conference
- October 25, 2024 – Regular Council Meeting
- November 29, 2024 – Regular Council Meeting

SUMMER VILLAGE OF SILVER SANDS
REGULAR COUNCIL MEETING MINUTES
FRIDAY, JULY 19, 2024
HELD IN-PERSON AT FALLIS HALL AND VIRTUALLY VIA ZOOM

	PRESENT	<p>Mayor: Bernie Poulin Deputy Mayor: Liz Turnbull Councillor: Graeme Horne</p> <p>Administration: Wendy Wildman, Chief Administrative Officer (CAO) – VIA ZOOM Heather Luhtala, Assistant CAO</p> <p>Public Works: Dustin Uhlman, Public Works Supervisor</p> <p>Attendees: n/a</p> <p>Delegation(s): n/a</p> <p>Public at Large: 1 (in-person), 1 (via Zoom)</p>
1.	CALL TO ORDER	<p>Mayor Poulin called the meeting to order at 9:01 a.m.</p> <p>The Summer Village of Silver Sands acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.</p>
2.	AGENDA 152-24	<p>MOVED by Deputy Mayor Turnbull that both the July 19, 2024 Agenda be approved with the following addition:</p> <p>Under Business: 7f) Summer Village Fire Ban Status</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES 153-24	<p>MOVED by Councillor Horne that the minutes of the June 21, 2024 Regular Council Meeting be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	DELEGATIONS	n/a
5.	PUBLIC HEARINGS	n/a
6.	BYLAWS	n/a



SUMMER VILLAGE OF SILVER SANDS
REGULAR COUNCIL MEETING MINUTES

FRIDAY, JULY 19, 2024

HELD IN-PERSON AT FALLIS HALL AND VIRTUALLY VIA ZOOM

7.	BUSINESS	
154-24		<p>MOVED by Mayor Poulin the Summer Village of Silver Sands be authorized to participate in an application for ongoing mapping, monitoring and abatement of flowering rush on Lac Ste. Anne and Lake Isle for a three-year period being 2025-2027 under the Alberta Community Partnership Program grant Intermunicipal Collaboration component, that the Summer Village of Silver Sands agrees to act as the managing partner to govern the purpose and use of the grant funds, that the Summer Village of Silver Sands agrees to a financial contribution in the amount of \$1,000.00 per year for 3 years, and that a letter be sent to all of the Summer Villages on Lac Ste. Anne and Lake Isle requesting support of the grant application as well as a financial contribution in the amount of \$1,000.00 per municipality per year for 3 years (2025-2027).</p> <p style="text-align: right;">CARRIED</p>
155-24		<p>MOVED by Mayor Poulin that the roadway accessing the rv area of the Silver Sands Golf & RV Resort, off of Silver Sands Drive, be named Silver Sands Loop.</p> <p style="text-align: right;">CARRIED</p>
156-24		<p>MOVED by Deputy Mayor Turnbull that further to the July 10, 2024 email received from resident, Margo Meyer, with respect to the potential establishment of and funding for a community dock, that Ms. Meyer be invited to attend the August 30, 2024 Regular Council meeting to discuss this initiative further as well as look at setting up an ad-hoc committee for same.</p> <p style="text-align: right;">CARRIED</p>
157-24		<p>MOVED by Mayor Poulin that due to the AB Munis Fall Convention, the September 27th, 2024 Regular Council Meeting be re-scheduled to Thursday, September 19, 2024 at 9:00 a.m., pending the availability of the Fallis Hall.</p> <p style="text-align: right;">CARRIED</p>
158-24		<p>MOVED by Mayor Poulin that Council and Administration be authorized to attend the Onoway Regional Fire Services All-Member Municipalities Meeting scheduled for Tuesday, October 1st, 2024 at 1:00 p.m. (location yet to be determined).</p> <p style="text-align: right;">CARRIED</p>
159-24		<p>MOVED by Mayor Poulin that a Fire Ban be placed immediately in the Summer Village of Silver Sands AND THAT the family day fireworks be cancelled due to the heat and dry conditions. (fireworks to be re-scheduled to another weekend).</p> <p style="text-align: right;">CARRIED</p>

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SUMMER VILLAGE OF SILVER SANDS
REGULAR COUNCIL MEETING MINUTES
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8.	FINANCIAL 160-24	<p>MOVED by Councillor Horne that Council accept for information the income and expense statements as at June 30, 2024.</p> <p style="text-align: right;">CARRIED</p>
9.	COUNCIL REPORTS	
	161-24	<p>MOVED by Councillor Horne that the Summer Village explore utilizing the door hanger concept as a first contact to warn residents of bylaw infractions.</p> <p style="text-align: right;">CARRIED</p>
	162-24	<p>MOVED by Councillor Horne that volunteers for the 2024 Family Day celebration be provided the family day supper at no charge and that attending Firefighters be provided the family day breakfast and family day supper at no charge.</p> <p style="text-align: right;">CARRIED</p>
	163-24	<p>MOVED by Councillor Horne that the Summer Village be authorized to purchase a conferencing system for virtual attendance of Council meetings to a maximum budget of \$1,000.00.</p> <p style="text-align: right;">CARRIED</p>
	164-24	<p>MOVED by Mayor Poulin that information be included in the next agenda for potential future Council candidates thinking about running for municipal Council in the upcoming 2025 election.</p> <p style="text-align: right;">CARRIED</p>
	165-24	<p>MOVED by Deputy Mayor Turnbull that the Council reports be accepted for information as presented.</p> <p style="text-align: right;">CARRIED</p>
10.	ADMINISTRATION REPORTS	
	166-24	<p>MOVED by Councillor Horne that Public Works obtain quotes to survey the municipal reserve areas where required and prioritize all municipal reserves throughout the Summer Village for clean-up, wildfire mitigation and vegetation management AND THAT a long-term strategy be brought back to Council for review at a future Council meeting.</p> <p style="text-align: right;">CARRIED</p>
	167-24	<p>MOVED by Councillor Horne that Council accept for information the Administration reports as presented.</p> <p style="text-align: right;">CARRIED</p>

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SUMMER VILLAGE OF SILVER SANDS
REGULAR COUNCIL MEETING MINUTES
FRIDAY, JULY 19, 2024
HELD IN-PERSON AT FALLIS HALL AND VIRTUALLY VIA ZOOM

	172-24	<p>The meeting recessed at 11:12 a.m. to allow public to return to the meeting.</p> <p>The meeting was reconvened at 11:15 a.m. (no public present).</p> <p>MOVED by Mayor Poulin that the Summer Village of Silver Sands support pursuing the FOIP request from Alberta Health Services for delta/echo fire calls and is agreeable to paying their share of the estimated costs back to the Town of Onoway, if required, as based on their July 12, 2024 email.</p> <p style="text-align: right;">CARRIED</p>
14.	NEXT MEETING(S)	<p>The next Regular Council Meeting is scheduled for Friday, August 30, 2024 at 9:00 a.m. in person at Fallis Hall and virtually via Zoom.</p>
15.	ADJOURNMENT	<p>The meeting adjourned at 11:18 p.m.</p>

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

(5)

Fw: Neon Night Golf Tournament - September 14. 2024 8 p.m. Texas Scramble Shot Gun Start (Fundraiser for Community Dock)

Summer Village Office <administration@wildwillowenterprises.com>

Tue 8/27/2024 9:40 AM

To: wendy.wildwillowenterprises.com <wendy@wildwillowenterprises.com>

From: Margo Meyer

Sent: Wednesday, July 10, 2024 9:56 AM

To: Summer Village Office <administration@wildwillowenterprises.com>

Cc: Darlo Duncan <410...>

Subject: Neon Night Golf Tournament - September 14. 2024 8 p.m. Texas Scramble Shot Gun Start (Fundraiser for Community Dock)

Good Morning

Further to my conversation with Heather on July 8, 2024, I am submitting this email on behalf of an interested group of mostly residents from our current Ladies and Couples Golf attendees (Silver Sands Golf Resort), a 9 hole neon night golf tournament. This is an event that has been in discussion amongst us for over a year and now we are going forward with it provided we have enough golfers (participants) to make it feasible. We have also decided to make it a fundraiser (possibly annual TBD) with proceeds to go towards a community dock at the boat launch in the Summer Village of Silver Sands. This dock can be enjoyed not only by boaters but anyone that wants to take in the natural views of the lake. The sunsets here are phenomenal.

It was suggested that perhaps we may be eligible to apply for a grant to help with the purchase of this community dock. This is where we are hoping that we would be able to get some assistance or guidance from everyone involved with the Summer Village of Silver Sands council. If permits are required, that would also be something that we would need to address and take into consideration.

So going forward, we are seeking approval from the council to proceed with this fundraiser and ask that all money raised be held in trust by the Summer Village of Silver Sands treasurer until such time as we have raised enough funds to purchase the proposed community dock.

Please note that we recognize that in the infancy of organizing this event there may be more questions in the future from us or yourselves. I/we thank you in advance for your consideration and patience as we do so.

Thanks kindly,
Margo Meyer



Municipal Government Act RSA 2000 Chapter M-26

Being a Bylaw of the Summer Village of Silver Sands for the Purpose of Regulating and Controlling Animals Within the Corporate Limits of the Municipality

WHEREAS pursuant to Section 7 of the Municipal Government Act R.S.A. 2000, Chapter M-26, as amended, a municipality may pass bylaws with respect to wild and domestic animals and activities in relation to them;

AND WHEREAS, pursuant to Section 7 of the Municipal Government Act R.S.A. 2000, Chapter M-26, as amended, a municipality may pass bylaws with respect to the safety, health and welfare of people and the protection of people and property;

AND WHEREAS the Council of the Summer Village of Silver Sands deems it expedient to provide for the control and keeping of cats and dogs and domestic animals within the municipality, whereby Livestock shall only be kept, harboured, or possessed when the Livestock resides on a Farmland-assessed property which is located within the boundaries of the municipality;

AND WHEREAS this Bylaw does not regulate the feeding of wildlife within the boundaries of the municipality as that is addressed in Bylaw 344-2024 *Feeding of Wildlife Bylaw*;

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

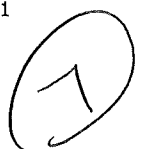
A. TITLE:

This bylaw shall be cited as the "Animal Control Bylaw".

B. DEFINITIONS:

For the purposes of this bylaw:

1. **"Animal"** means any bird, reptile, amphibian, or mammal excluding humans and Wildlife;
2. **"Animal Protection Act"** means the *Animal Protection Act*, RSA 2000, c A-41;
3. **"Attack"** means force applied by an Animal to a person or other Animal consisting of more than one Bite, or more than one puncture, or more than one laceration, resulting in bleeding, sprains, serious bruising or multiple injuries;
4. **"Bark Excessively"** means a Dog that barks, howls, or makes any other loud noise for a continuous period so as to unreasonably disturb the peace and tranquility of the neighborhood;
5. **"Beehive"** means a box or receptacle with movable frames, used for housing a Colony of bees;



Municipal Government Act RSA 2000 Chapter M-26

6. "**Bite**" means force applied by an Animal by means of its mouth and teeth upon a Person or other Animal;
7. "**Bylaw**" means this Animal Control Bylaw;
8. "**Bylaw Enforcement Officer**" means a bylaw enforcement officer appointed or employed or otherwise contracted by the Summer Village, or a Community Peace Officer appointed or employed or otherwise contracted by the Summer Village;
9. "**CAO**" means the chief administrative officer for the Summer Village;
10. "**Cat**" means any domesticated male or female member of the feline family;
11. "**Cemetery**" means land within the Summer Village that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried;
12. "**Colony**" means a queen, brood and accompanying adult bees;
13. "**Communicable Disease**" means diseases which can be passed from Animal to Animal, and Animal to person;
14. "**Council**" means the municipal council of the Summer Village;
15. "**Court**" means the Alberta Court of Justice;
16. "**Day**" means a continuous period of twenty-four hours, or part thereof;
17. "**Dangerous Dogs Act**" means the *Dangerous Dogs Act*, RSA 2000, c D-3;
18. "**Designated Officer**" has the same meaning as defined in the *Municipal Government Act*;
19. "**Dog**" means any domesticated male or female member of the canine family;
20. "**Domestic Animal**" means a domesticated Animal that lives and breeds in a tame condition and, without restricting the generality of the foregoing, shall include a Dog, a Cat, a rabbit, and a ferret, but shall not include Livestock or Wildlife;
21. "**Former Owner**" means the Person who at the time of impoundment was the Owner of an Animal which has subsequently been sold, given away, or destroyed;
22. "**Golf Course**" means land which is set aside for the playing of the game of golf and upon which the game of golf is played;
23. "**Guide Dog**" has the same definition as set out in the *Blind Persons' Rights Act*, RSA 2000, c B-3, and includes a dog that is in training to become a guide dog but does not include Dogs that are no longer actively used as guide dogs;
24. "**Household Pet**" means a Dog, Cat, or other Domestic Animal but does not include Livestock or Wildlife;



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25. **"Identification Tag"** means a disc or other shape of metal or plastic which is securely affixed to a Dog's or Cat's Collar or other restraining device and which contains in legible print, at a minimum, the operational phone number of the Owner or a phone number at which the Owner can be contacted;
26. **"Immunization"** means vaccination against rabies, distemper, hepatitis, parvovirus, para influenza, leptospirosis (DHPPL);
27. **"Impounded"** means taken into custody of the Pound;
28. **"Justice"** has the meaning as defined in the *Provincial Offences Procedures Act*, RSA 2000, c, P-34;
29. **"Kennel"** means an establishment run by any person, group of persons, or corporation, engaged in the business of breeding, buying, selling, training or boarding of Animals of any kind;
30. **"Land Use Bylaw"** means Summer Village of Silver Sands Land Use Bylaw 335-2023, as amended;
31. **"Leash"** means material capable of leading or restraining the Animal on which it is being used;
32. **"Livestock"** includes, but is not limited to:
 - a. a horse, mule, donkey, swine, camel, llama, alpaca, sheep or goat;
 - b. domestically reared or kept deer, reindeer, moose, elk, or bison;
 - c. farm bred fur bearing animals including foxes or mink;
 - d. animals of the bovine species;
 - e. emus, ostriches, chickens, roosters, turkeys, ducks, geese, peacocks, peahens, or pheasants; and
 - f. all other animals that are kept for agricultural purposes except bee colonies,but does not include Cats, Dogs or other Domestic Animals;
33. **"Motor Vehicle"** has the meaning as defined in the *Traffic Safety Act*, RSA 2000, c T-6.
34. **"Municipal Government Act"** or the "Act" means the *Municipal Government Act*, RSA 2000, c M-26 and the regulations thereunder;
35. **"Municipal Violation Tag"** means a notice issued by the Summer Village that alleges an offence and provides a person with the opportunity to pay a fine amount to the Summer Village in lieu of prosecution for the offence;
36. **"Muzzle"** means a humane device of sufficient strength placed over an Animal's mouth to prevent it from Biting;
37. **"Off Leash Area"** means a Park or a portion of a Park which has been designated as an off-leash area by the Summer Village;

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38. **"Owner"** means any Person or body corporate:
- a. who is the licensed owner of an Animal;
 - b. who has legal title to an Animal;
 - c. who has possession, care and control, or custody of an Animal, either temporarily or permanently;
 - d. who harbours the Animal or allows an Animal to remain on that Person's premises;
 - e. who is identified as the registered owner on the title at the Land Titles office;
 - f. who is recorded as the Owner of the property on the Summer Village's assessment roll; or
 - g. who is an occupant of a property under a lease, license or permit;
39. **"Park"** means a public space controlled by the Summer Village and set aside as a park to be used by the public for rest, recreation, exercise, pleasure, amusement, cultural heritage, education, appreciation of nature and enjoyment and includes:
- a. Playgrounds;
 - b. Cemeteries;
 - c. natural areas;
 - d. Sports Fields;
 - e. Pathways;
 - f. trails;
 - g. Park roadways;
 - h. spray parks;
 - i. wading or swimming areas;
- but does not include Golf Courses;
40. **"Pathway"** means a multipurpose throughfare controlled by the Summer Village and set aside for use by pedestrians, cyclists, and persons using wheeled conveyances, which is improved by asphalt, concrete or brick, whether or not it is located in a Park, and includes any bridge or structure with which it is contiguous;
41. **"Peace Officer"** means a member of the Royal Canadian Mounted Police, a Peace Officer appointed under the *Peace Officer Act*, SA 2006, c P-3.5 or a Bylaw Enforcement Officer;
42. **"Person"** includes a corporation, an individual, and the heirs, executors, administrator or other legal representatives of an individual;

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43. "**Playground**" means land within the Summer Village and controlled by the Summer Village upon which apparatus such as swings and slides are placed;
44. "**Pound**" means the premises designated by the Summer Village for the purposes of impounding and caring for all Dogs and Cats found to be at Running at Large or otherwise contravening any section of this Bylaw;
45. "**Pound Keeper**" means a person appointed or contracted by the Summer Village or by agreement with another municipality or private business to maintain the designated Pound or Pounds;
46. "**Public Property**" means all Property owned by or under the control and management of the Summer Village;
47. "**Property**" includes any lands, buildings or premises in the Summer Village;
48. "**Provincial Offences Procedure Act**" means the *Provincial Offences Procedure Act*, RSA 2000, c P-34, and the regulations thereunder;
49. "**Running at Large**" or "**Run at Large**" means:
 - a. an Animal or Animals which are not under the control of a person responsible by means of a Leash and is or are upon property other than the property in respect of which the Owner of the Animal or Animal has the right of occupation, or upon any highway, throughfare, street, road, trail, avenue, parkway, lane, alley square, Pathway, bridge, causeway, trestleway, sidewalk (including the boulevard portion of the sidewalk), Park or other public place which has not been designated as an Off Leash Area, or
 - b. any Animal or Animals which are under the control of a person responsible by means of a Leash and which cause damage to persons, property or other Animals that is off of the property of the Owner or harbourer.
50. "**Service Dog**" has the same definition as set out in the *Service Dog Act*, SA 2007, C S-7.5 and includes a Dog that is in training to become a service dog but does not include Dogs that are no longer actively used as service dog;
51. "**Severe Injury**" includes any injury resulting in broken bone or bones, disfiguring lacerations, sutures, cosmetic surgery, scars, and further includes any other injury determined to be severe by a Court upon hearing the evidence;
52. "**Sports Field**" means land within the Summer Village and controlled by the Summer Village which is set apart and used for the playing of sport including, but not limited to, baseball diamonds, field hockey or cricket pitches, and rugby, soccer or football fields;
53. "**Stray Animals Act**" means the *Stray Animals Act*, RSA 2000, c S-20;
54. "**Summer Village**" means the Summer Village of Silver Sands;

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55. **"Swine"** means any pig or swine, including potbellied pigs, that are of or are associated with the swine family;
56. **"Threatening Behaviour"** means the following behaviour exhibited by a Dog, without provocation: growling, snapping at, lunging at, chasing, stalking, attacking or biting another Animal, Livestock or Wildlife or a bicycle, or motor vehicle being operated, unless the Dog is a working stock Dog and is engaged in the performance of such work;
57. **"Trespasser"** means one who intentionally and without consent or privilege enters another's property;
58. **"Vicious Dog"** means:
 - a. any Dog which, without provocation, has chased, injured, or bitten any other Animal, livestock or human;
 - b. any Dog which, without provocation, has damaged or destroyed any public or private property;
 - c. any Dog which, without provocation, has threatened or caused the reasonable apprehension of threat to another Animal, Livestock, or human and which in the opinion of a Bylaw Enforcement Officer presents a threat of serious harm to other Animals, Livestock, or humans; and
 - d. any Dog which has been previously determined to be a Vicious Dog under this Bylaw, or a prior bylaw;
59. **"Violation Ticket"** has the same meaning as that term is used in the *Provincial Offences Procedure Act*;
60. **"Wildlife"** has the same meaning as that term is used in the *Wildlife Act*, RSA 2000, C W-10 and includes but is not limited to coyotes, cougars, bobcats, deer, moose, elk, wild rabbits, porcupines, beavers and skunks.

C RESTRICTIONS ON THE KEEPING OF ANIMALS

1. No person shall keep, harbour, or possess Livestock within the Summer Village except:
 - a. in accordance with the provisions of the Land Use Bylaw; and
 - b. where the Livestock are kept on property of the Owner of such Livestock and where such property is assessed as Class 3 - Farmland pursuant to the Summer Village's assessment roll.
2. The keeping of Beehives is permitted as follows:
 - a. a maximum of one (1) Beehive is permitted per parcel provided that the Beehive, bees, or Colony do not, in the opinion of the Summer Village, create a nuisance or pose a risk to neighbouring properties, persons, or the community as a whole;

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- b. Beehives must be removed if the Summer Village issues a notice to the Owner that the Beehive, bees, or Colony are creating a nuisance or pose a risk to neighbouring properties, persons, or the community as a whole; and
 - c. Beehives must be located in the rear yard of the parcel.
3. No person shall keep, harbour, or possess more than three (3) Dogs and/or three (3) Cats, of whatever sex and aged six (6) months or more, at one time, on any parcel of property in the Summer Village.
4. No person shall operate a Kennel on any property except where an approved Development Permit has been issued for such Kennel under the Land Use Bylaw and any other required licenses have been obtained. The harbouring, keeping or, or owning of more than three (3) Dogs over the age of six (6) months shall be deemed to be operating a Kennel.

D RESPONSIBILITIES OF ANIMAL AND DOG OWNERS:

1. The Owner of a Dog shall:
- a. ensure the Dog is not Running at Large within the Village;
 - b. except when in an Off Leash Area, ensure the Dog is on a Leash and in control at all times when off of the Owner's property;
 - c. ensure that the Dog does not enter into or remain in or on a Cemetery within the Village;
 - d. ensure that the Dog does not enter into or remain in or on a Park or other Public Property with signage confirming Dogs are prohibited; and
 - e. ensure that any Dog that is suffering from a Communicable Diseases is kept housed and confined and is not permitted to come into contact with other Animals, Dogs or humans except for contact required to obtain veterinary medical care.
2. The Owner of a Dog or Cat over the age of six (6) months shall ensure that the Dog or Cat has an Identification Tag attached to its Collar, harness, or other restraining device when the Dog or Cat is off the Property of the Owner.
3. No Person shall allow a Dog to:
- a. Bark Excessively;
 - b. Bite, chase or stalk Animals, bicycles, automobiles or other motor vehicles;
 - c. chase or otherwise threaten a person or persons, whether on the property of the Owner or not, unless the person chased or threatened is a Trespasser on the property of the Owner;

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- d. cause damage to property or other Animals, whether on the property of the Owner or not;
 - e. do any act that injures a person or persons whether on the property of the Owner or not;
 - f. Bite a person or persons, whether on the property of the Owner or not;
 - g. Attack a person or persons, whether on the property of the Owner or not;
 - h. Attack a person or persons, whether on the property of the Owner or not, causing Severe Injury;
 - i. cause death to another Animal; or
 - j. upset any waste receptacles or scatter the contents thereof on any Public Property or on any private property not belonging to the Owner.
4. An Owner of an Animal shall:
- a. ensure that the Animal is not in distress;
 - b. ensure that the Animal has adequate food and water;
 - c. provide the Animal with adequate care when the Animal is wounded or ill;
 - d. provide the Animal with reasonable protection from injurious heat or cold; and
 - e. provide the Animal with adequate shelter, ventilation and space.
5. No person shall allow an Animal to be outside of the passenger cab of a Motor Vehicle on a Roadway, regardless of whether the Motor Vehicle is moving or parked.
6. Notwithstanding section D.5 above, a person may allow an Animal to be outside of the passenger cab of a Motor Vehicle, including riding in the back of a pick-up truck or flatbed truck if the Animal is:
- a. in a fully enclosed trailer;
 - b. in a canopy enclosing the bed area of a vehicle;
 - c. contained in a ventilated kennel or similar device that is securely fastened to the bed of the vehicle; or
 - d. securely tethered in such a manner that it is not standing on bare metal, cannot jump, or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.
7. The Owner of a female Dog or Cat in heat shall keep such Dog or Cat is housed and confined in the Owner's residence or in a licensed Kennel during the whole period such Dog or Cat is in heat except that such Dog or Cat shall be permitted outside the said residence or Kennel for the purposes of:
- a. urinating or defecating on the property of said Owner or Kennel; and
 - b. obtaining necessary veterinary medical care.

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8. If a Dog or Cat defecates on any Public Property or private property other than the property of its Owner, the Owner shall cause such defecation to be removed immediately and disposed of properly. This requirement shall not apply to Service Dogs or Guide Dogs.
9. The Owner of a Dog shall ensure that when the Dog is on Public Property or private property other than property of its Owner, the Owner has means to collect and properly dispose of defecation from such Dog in the Owner's possession. This requirement shall not apply to Service Dogs or Guide Dogs.
10. The Owner of an Animal shall ensure that the Animal is not Running at Large.
11. The Owner of an Animal left unattended in a Motor Vehicle shall ensure:
 - a. that the Animal is restrained in a manner that prevents the contact between the Animal and any member of the public; and
 - b. that the Animal has suitable ventilation and reasonable protection from injurious heat or cold.
12. The Owner of a Motor Vehicle involved in an offence referred to in this section is guilty of the offence unless that Owner satisfies the Court that the Motor Vehicle was:
 - a. not being driven or was not parked by the Owner; and
 - b. that the person driving or parking the Motor Vehicle at the time of the offence did so without the Owner of the Motor Vehicle's express or implied consent.
13. The Owner of an Animal shall ensure that the Animal is not left unattended while tethered or tied on premises where the public has express or implied access.
14. The Owner of an Animal shall ensure that the Animal is not left unsupervised while tethered or tied on private property
15. A Peace Officer that identifies an offence under section D.11 of this Bylaw may use any means reasonable and necessary for the safety of the Animal to remove the Animal from the Motor Vehicle, and the Peace Officer is not liable for damage to the Motor Vehicle, its contents, or the Animal, associated with such action.

E INTERFERENCE WITH ANIMALS

1. No person shall:
 - a. untie, loosen, or otherwise free an Animal or Dog which has been tied or otherwise restrained; or
 - b. tease or torment an Animal or Dog or otherwise provoke an Animal or Dog to bark, Bite, attempt to Bite, chase or otherwise threaten any person, Animal or Dog; or

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- c. negligently or willfully open a gate, door, or other opening in a fence or enclosure in which an Animal or Dog has been confined and thereby allow an Animal or Dog to Run at Large.

F VICIOUS DOGS

1. A Bylaw Enforcement Officer may, based on personal observation of the Dog or an investigation initiated by a complaint, declare a Dog to be a Vicious Dog.
2. A Dog shall not be declared a Vicious Dog based on the following behaviour alone:
 - a. it Attacks or Bites a Trespasser on the property of the Owner, or property controlled by the Owner; or
 - b. it is kept as a Livestock guardian Dog and if the Attack is in defence of Livestock of which the Dog is responsible on the property of the Owner.
3. If a Bylaw Enforcement Officer determines a Dog to be a Vicious Dog, the Bylaw Enforcement Officer shall give the Owner of the Vicious Dog written notice by mail within fifteen (15) days of such determination:
 - a. informing the Owner that their Dog has been determined to be a Vicious Dog;
 - b. requiring the Owner to keep the Vicious Dog in accordance with the provision of this section of the Bylaw;
 - c. informing the Owner that if the Vicious Dog is not kept in accordance with the requirements of this section of this Bylaw, that the Owner will be fined, or subject to enforcement pursuant to this Bylaw.
4. An Owner of a Dog determined to be a Vicious Dog by the Bylaw Enforcement Officer may appeal such determination to Council within thirty (30) days of receiving notice of such determination. Such notice of appeal shall be submitted in writing to the CAO.
5. On receipt of a notice of appeal under section F.4 above, Council shall as soon as is reasonably practical cause the matter to be reviewed and make a final determination. That determination by Council shall be final and binding and not subject to further appeal under this Bylaw.
6. The determination of a Dog to be a Vicious Dog continues notwithstanding that the Dog has been sold, gifted, or transferred to a new Owner.
7. When a declared Vicious Dog is not on the Property of the Owner:
 - a. the Dog shall be harnessed or on a Leash which shall not exceed two (2) meters and in a manner that prevents it from chasing, injuring, or Biting other Animals or Persons, or causing damage to public or private property;
 - b. the Dog shall be under the control of a person who is sixteen (16) years of age or older; and

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- c. the Dog shall be Muzzled.
8. When a declared Vicious Dog is on the property of an Owner;
- a. the Dog shall be confined indoors;
 - b. the Dog shall be kept as if the provisions of section F.7 above applied to such Dog while on the Property of the Owner; or
 - c. the Dog shall be confined in a secure enclosure which means a locked building, cage or fenced area of such construction that will not permit the confined Dog or Dogs to jump, climb, dig, or force their way out, or allow the entry of any person not in control of the Dog.
9. Where a Dog is determined to be a Vicious Dog pursuant to this Bylaw, the Owner shall, within ten (10) days of receiving the notice of designation:
- a. ensure that the Vicious Dog has been tattooed by a licensed veterinarian;
 - b. ensure that an identifiable microchip has been implanted in the Vicious Dog;
 - c. if the Vicious Dog has not been spayed or neutered, have the Vicious Dog spayed or neutered; and
 - d. post signs conspicuously on their premises alerting the public that a Vicious Dog is on the premises.
10. Where a Dog has been determined to be a Vicious Dog, a Bylaw Enforcement Officer may impose one or more of the following conditions on the Owner of the Vicious Dog, and the Owner must comply at the Owner's expense with such conditions as are imposed under this section:
- a. requiring the Owner to modify the Owner's property in some manner in order to reduce the risk of the Vicious Dog leaving the property or Running at Large;
 - b. requiring the Owner to retain the services of a Dog trainer to provide the Owner with specified training and that the Owner provide proof of the completion of such training;
 - c. requiring the Owner to obtain, maintain, and provide written evidence of liability insurance in a specified amount for the Vicious Dog, and that such insurance policy contains a provision requiring the insurer to notify the Summer Village if such policy expires or is otherwise cancelled or terminated; and
 - d. any other additional condition that is similar to the above and in the opinion of the Bylaw Enforcement Officer is reasonably necessary for the safety of the public.
11. An Owner of a Vicious Dog shall ensure that the Dog does not:
- a. Run at Large;
 - b. chase a person or other Animal;



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- c. injure a person or other Animal;
 - d. Bite a person or other Animal;
 - e. Attack a person or other Animal; or
 - f. damage or destroy Public or private property.
12. Where a Dog is determined to be a Vicious Dog, the Owner of such Vicious Dog shall not permit the Vicious Dog to be in an Off Leash Area at any time.
13. Where a Dog is determined to be a Vicious Dog, the Owner of such Vicious Dog shall not breed or sell the Vicious Dog within the Summer Village.
14. The Owner of a Vicious Dog shall notify the Summer Village immediately of the following:
- a. the Vicious Dog is Running at Large;
 - b. the occurrence of any incident described in section F.11 involving the Vicious Dog; or
 - c. the sale, surrender, or death of the Vicious Dog.

G RABIES AND COMMUNICABLE DISEASE CONTROL

1. Upon demand made by a Peace Officer, an Owner of a Domestic Animal shall forthwith surrender any Domestic Animal which the Peace Officer has reasonable and probable grounds to suspect of having been exposed to rabies or any Communicable Disease for supervised quarantine, the expense for which shall be borne by the Owner, and the Animal may be reclaimed by the Owner if the Animal is determined to be free of rabies or any Communicable Disease upon payment of the confinement expenses and upon compliance with the any other provisions of this Bylaw.
2. When a Domestic Animal under quarantine has been diagnosed as rabid, or suspected by a licensed veterinarian of being rabid, and dies while under such observation, the Pound Keeper shall immediately send the head of such Domestic Animal to the appropriate health department for pathological examination and shall notify the appropriate public health officer of reports and human contacts and the diagnosis made, or suspected diagnosis made, of the Domestic Animal.
3. During such period of rabies quarantine as provided for in this section, every Domestic Animal bitten by any Animal adjudged to be rabid, shall be forthwith destroyed or, at the Owner's expense and option shall be treated for rabies infection by a licensed veterinarian or held under quarantine by the Owner in the same manner as other Domestic Animals are quarantined.
4. The carcass of any dead Animal exposed to rabies shall, upon demand, be surrendered to the Pound Keeper.

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5. A licensed veterinarian shall direct the destruction, disposal of remains or treatment of any Domestic Animal found to be infected with rabies.

H SEIZURE AND IMPOUNDMENT OF ANIMALS

1. A Bylaw Enforcement Officer, upon complaint under this Bylaw, may seize and impound:
 - a. every Dog or Cat found Running at Large contrary to this Bylaw in the Summer Village;
 - b. every Dog which has bitten, or is alleged to have bitten a person or Animal, pending the outcome of an application to declare the Dog to be a Vicious Dog, or an application under the *Dangerous Dogs Act* to destroy the Dog; and
 - c. every Dog or Cat not wearing an Identification Tag as required by this Bylaw.
2. In enforcement of the jurisdiction provided in section H.1 for the purposes of investigation only, a Bylaw Enforcement Officer is hereby authorized to enter any privately owned premises provided that in this section, the word "premises" does not include a building or buildings used as a dwelling house. A Bylaw Enforcement Officer may enter a premises in order to preserve the safety and security of the public if deemed necessary. Premises include any outdoor lot visible from the street.
3. If a Bylaw Enforcement Officer knows or can ascertain the name or residence of the Owner of any Impounded Dog or Cat, they shall make reasonable attempts to notify the Owner of the Impoundment of the Dog or Cat as soon as practical.
4. The Pound Keeper shall keep all Impounded Dogs or Cats for a period of at least 72 hours, unless the Dog or Cat is tattooed or microchipped in which cases the impoundment shall be for a period of at least 96 hours, including the day of impounding. Sundays and statutory holidays shall not be included in the computation of the 72-hour (or 96-hour) period. During this period, any healthy Dog or Cat may be redeemed by its Owner upon the Owner paying to the Pound Keeper the appropriate fees, documentation of immunization, neutering or spaying, fines issued, plus Pound fees for every 24-hour period or fraction thereof that the Dog or Cat has been Impounded.
5. If at the expiration of a 72-hour (or 96-hour) period any Impounded Dog or Cat has not been redeemed, it may be sold, given away, or destroyed. The purchaser of an Impounded Animal from the Pound pursuant to the provisions of this Bylaw shall obtain full right and title to the Animal and the right and title of the Former Owner shall be forfeit.
6. Any Impounded Dog or Cat which appears to be in distress in accordance with the *Animal Protection Act* shall be dealt with as provided for in the *Animal Protection Act*.

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7. Any Livestock Running at Large within the Village shall be dealt with as provided for in the *Stray Animals Act*.
8. No Person whether or not they are the Owner of the Animal which is being, or has been, pursued or captured shall:
 - a. interfere with or attempt to obstruct a Peace Officer who is attempting to capture or who has captured any Animal in accordance with this Bylaw;
 - b. open any Motor Vehicle in which seized Animals have been placed;
 - c. remove or attempt to remove, from the possession of a Peace Officer, any Animal which has been seized;
 - d. induce any Animal to enter a house or other place where it may be safe from capture, or otherwise assist the Animal to escape capture;
 - e. falsely represent themselves as being in charge or control of an Animal so as to establish that the Animal is not Running at Large;
 - f. unlock, unlatch, or otherwise open a Motor Vehicle in which Animals captured for Impoundment have been placed to as to allow or attempt to allow any Animals to escape; or
 - g. provide false information to a Peace Officer.

I GENERAL

1. Any references in this Bylaw to any statutes, regulations, bylaws or other enactments is to those statutes, regulations, bylaws or other enactments as amended or replaced from time to time and any amendments thereto.
2. Whenever a singular or masculine form of a word is used in this Bylaw, it shall include the plural, feminine or neutral form of the word as the context requires.
3. The headings in this Bylaw do not form part of this Bylaw and shall not affect its interpretation.
4. No person shall willfully or knowingly obstruct a Peace Officer, or a person aiding a Peace Officer in their duties, from enforcing the provisions of this Bylaw.
5. Where this Bylaw requires that an Owner be provided with a notice or a decision, that notice of decision may be served by ordinary mail to the last known address of the Owner and the Owner is deemed to have received that notice or decision seven (7) days from the date it was mailed.
6. Any Person or Owner who commits a breach of any of the provisions of this Bylaw commits an offence.
7. In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues, and a person guilty of



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such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such separate offence.

8. A person who is guilty of an offence under this Bylaw is liable:
 - a. To a fine in an amount not less than as set out in Schedule A; or
 - b. On summary conviction, to a fine of not less than \$100.00 and not more than \$10,000.00, or imprisonment for not more than six months, or both.
9. If a Municipal Violation Tag is issued in respect of an offence, the Municipal Violation Tag must specify the fine established by this Bylaw for the offence.
10. A person who commits an offence may, if a Municipal Tag is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the person will not be prosecuted for the offence under the *Provincial Offences Procedure Act*.
11. Where a Peace Officer believes that a person has contravened any provision of this Bylaw, the Peace Officer may commence proceedings against the person by issuing a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
12. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
 - a. specify the fine amount established by this Bylaw for the offence; or
 - b. require a person to appear in court without the alternative of making a voluntary payment.
13. A person who commits an offence may, if a Violation Ticket is issued in respect of the offence and if the Violation Ticket specifies the fine amount established by this Bylaw for the offence, make a voluntary payment equal to the specified fine.
14. Nothing in this Section shall prevent any Peace Officer from issuing a Violation Ticket requiring the court appearance of the defendant pursuant to the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a Violation Ticket or Municipal Violation Tag.
15. A Municipal Violation Tag shall be deemed to be sufficiently served:
 - a. by leaving a copy with the accused person;
 - b. by leaving a copy for the accused person at the accused person's most usual place of residence with someone residing at the residence who is apparently 16 years of age or older; or
 - c. by mailing a copy by recorded mail to the last known address of the accused person; or
 - d. where the accused is an association, partnership, or other body corporate:
 - i. by serving it, using a method of service identified in subsections (a), (b), or (c) on a director of the body corporate;
 - ii. by leaving it at or serving it by recorded mail to the registered office address of the body corporate; or

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- iii. by leaving it with a person who appears to have management or control responsibilities in respect of the body corporate at its principal place of business.
- 16. This Section shall not prevent any Peace Officer from issuing a violation ticket requiring the court appearance of the defendant pursuant to the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a violation ticket.
- 17. Nothing in this Section shall prevent any person or Owner from defending a charge of committing a breach of this Bylaw.
- 18. The Summer Village is not required to enforce this Bylaw. In deciding whether to enforce this Bylaw, the Summer Village may consider any practical concerns, including municipal budget and personnel resources.
- 19. A Bylaw Enforcement Officer or Designated Officer may pursue any and all remedies set out in this Bylaw, the *Municipal Government Act*, and any other law in the Province of Alberta. Nothing in this Bylaw shall restrict, limit, or preclude the Summer Village from taking multiple steps to regulate Animals in the municipality.
- 20. Schedule A forms part of this Bylaw.
- 21. 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.

J TRANSITION AND COMING INTO FORCE

This Bylaw hereby rescinds Bylaw number 232 and any other Animal Control Bylaw or Dog Control Bylaw of and for the Summer Village of Silver Sands.

THAT this BYLAW shall come into force and effective on the date of the third and final reading.

Read a first time on this _____ day of July, 2024.

Read a second time on this _____ day of _____, 2024.

Unanimous Consent to proceed to third reading on this _____ day of _____, 2024.

Read a third and final time on this _____ day of _____, 2024.

Signed this _____ day of _____, 2024.



Municipal Government Act RSA 2000 Chapter M-26

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

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Municipal Government Act RSA 2000 Chapter M-26

SCHEDULE "A"

FINE SCHEDULE

Section	Offence	First Offence	Second Offence in a 12-month period	Third and Subsequent Offences in a 12-month period
C.1	Keeping, harboring or possessing Livestock	\$100.00	\$200.00	\$300.00
C.2.a	Keeping of more than one Beehive	\$100.00	\$200.00	\$300.00
C.2.b	Failure to remove a Beehive after notice given	\$100.00	\$200.00	\$300.00
C.2.c	Failure to locate Beehive in rear yard	\$100.00	\$200.00	\$300.00
C.3	Keeping or more than three (3) Dogs and/or Three (3) Cats on one parcel (fine is for each excess animal)	\$100.00	\$200.00	\$300.00
C.4	Operating an unauthorized Kennel	\$100.00	\$200.00	\$300.00
D.1a	Dog Running at Large	\$100.00	\$200.00	\$300.00 for third offence \$500.00 for fourth and subsequent offences
D.1.b	Dog not on Leash or control when off Owner's property	\$100.00	\$200.00	\$300.00
D.1.c	Dog in Cemetery	\$100.00	\$200.00	\$300.00
D.1.d	Dog in area prohibited by sign	\$100.00	\$200.00	\$300.00
D.1.e	Dog suffering from Communicable Disease not confined	\$100.00	\$200.00	\$300.00
D.2	Dog or Cat without Identification Tag	\$100.00	\$200.00	\$200.00
D.3.a	Dog Barking Excessively	\$100.00	\$200.00	\$300.00
D.3.b	Dog Biting, chasing or stalking Animals, bicycles, automobiles or other motor vehicles	\$100.00	\$200.00	\$300.00
D.3.c	Dog chasing or threatening a person	\$100.00	\$200.00	\$300.00
D.3.d	Dog causing damage to property or other Animals, whether on the property of the Owner or not	\$100.00	\$200.00	\$300.00

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Municipal Government Act RSA 2000 Chapter M-26

Section	Offence	First Offence	Second Offence in a 12-month period	Third and Subsequent Offences in a 12-month period
D.3.e	Dog injures a person or persons whether on the property of the Owner or not	\$100.00	\$200.00	\$300.00
D.3.f	Dog bites a person or persons, whether on the property of the Owner or not	\$100.00	\$200.00	\$300.00
D.3.g	Dog Attacks a person or persons, whether on the property of the Owner or not	\$100.00	\$200.00	\$300.00
D.3.h	Dog Attacks a person or persons, whether on the property of the Owner or not, causing Severe Injury	\$100.00	\$200.00	\$300.00
D.3.i	Dog causes death to another Animal	\$100.00	\$200.00	\$300.00
D.3.j	Dog upsets any waste receptacles or scatter the contents thereof on any Public Property or on any private property not belonging to the Owner	\$100.00	\$200.00	\$300.00
D.4.a	Animal in distress	\$100.00	\$200.00	\$300.00
D.4.b	Animal does not have adequate food or water	\$100.00	\$200.00	\$300.00
D.4.c	Animal not provided with adequate care	\$100.00	\$200.00	\$300.00
D.4.d	Animal not provided with protection from heat or cold	\$100.00	\$200.00	\$300.00
D.4.e	Animal not provided with adequate shelter, ventilation, or space	\$100.00	\$200.00	\$300.00
D.5	Animal outside of passenger cab in vehicle	\$100.00	\$200.00	\$300.00
D.7	Dog or Cat in heat not confined	\$100.00	\$100.00	\$100.00
D.8	Dog or Cat defecation not removed	\$100.00	\$200.00	\$200.00
D.9	Dog Owner does not have means to remove defecation	\$100.00	\$200.00	\$200.00
D.10	Animal Running at Large	\$100.00	\$200.00	\$300.00
D.11	Animal left unattended in motor vehicle improperly	\$100.00	\$200.00	\$300.00
D.13	Animal left unattended while tethered or tied on property where public has access	\$100.00	\$200.00	\$300.00
D.14	Animal left unsupervised while tethered or tied on private property.	\$100.00	\$200.00	\$300.00

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Municipal Government Act RSA 2000 Chapter M-26

Section	Offence	First Offence	Second Offence in a 12-month period	Third and Subsequent Offences in a 12-month period
E.1.a	Untie, loosed or free an Animal	\$100.00	\$200.00	\$300.00
E.1.b	Tease or torment or provoke an Animal	\$100.00	\$200.00	\$300.00
E.1.c	Opening Animal confinement	\$100.00	\$200.00	\$300.00
F.7.a	Vicious Dog not harnessed or on Leash	\$1,000.00	\$1,000.00	\$1,000.00
F.7.b	Vicious Dog not in control of a person aged 16 or older	\$1,000.00	\$1,000.00	\$1,000.00
F.7.c	Vicious Dog not muzzled	\$1,000.00	\$1,000.00	\$1,000.00
F.8.b	Vicious Dog not kept or confined as required	\$1,000.00	\$1,000.00	\$1,000.00
F.10	Vicious Dog Owner failure to comply with requirements after designation of Vicious Dog	\$1,500.00	\$1,500.00	\$1,500.00
F.11.a	Vicious Dog runs at large	\$1,000.00	\$1000.00	\$1000.00
F.11.b	Vicious Dog chases a person or other animal	\$1,000.00	\$1,000.00	\$1,000.00
F.11.c	Vicious Dog injures a person or other animal	\$1,500.00	\$1,500.00	\$1,500.00
F.11.d	Vicious Dog bites a person or other animal	\$1,500.00	\$1,500.00	\$1,500.00
F.11.e	Vicious Dog attacks a person or other animal	\$1,500.00	\$1,500.00	\$1,500.00
F.11.f	Vicious Dog damages or destroys property	\$1,500.00	\$1,500.00	\$1,500.00
F.12	Vicious Dog in Off Leash Area	\$1,500.00	\$1,500.00	\$1,500.00
F.14	Sell or breed Vicious Dog	\$1,000.00	\$1000.00	\$1000.00
F.15.a	Failure to notify of Vicious Dog Running at Large	\$1,000.00	\$1000.00	\$1000.00
F.15.b	Failure to notify of incident with Vicious Dog	\$1,000.00	\$1000.00	\$1000.00
F.15.c	Failure to notify of sale, surrender or death of Vicious Dog	\$1,000.00	\$1000.00	\$1000.00
G.1-G.5	Failure to comply with any requirement of section G regarding rabies and communicable disease control	\$100.00	\$200.00	\$300.00
H.8a – H.8g	Interfere with pursuit or seizure of Animal	\$100.00	\$200.00	\$300.00
I.4	Obstruct Peace Officer	\$100.00	\$200.00	\$300.00
	Violation of any other provisions of the Bylaw	\$100.00	\$200.00	\$200.00

ab

Re: Silver Sands - Animal Control Bylaw

Municipal

2024-07-11 10:11 AM

City of Silver Sands Administration

1 attachments (238 KB)

DRAFT (Revised) Animal Control Bylaw - SV of Silver Sands.docx

Heather and Wendy,

I have attached a draft (revised) Animal Control Bylaw. I have modified the content that you had in your version with my most recent template. It incorporates more than the content you had in your prior version (to include some common provisions as well as the specifics you noted further to my initial comments). However, some provisions may not be desired or applicable (for example, I do not know if there are any cemeteries within the municipal boundaries).

I will send an updated draft wildlife feeding bylaw separately. However, since this is a much longer bylaw, I wanted to send it to you as soon as I had it finalized in case you want changes.

By way of summary of the major differences / additions / comments:

- There are many more definitions included and I have noted in the recitals that feeding wildlife is addressed in a different bylaw;
- I have reorganized the bylaw as I had proposed;
- I have renamed the "domestic animals" to be "livestock" for the purpose of the prohibition. Then that language matches the Land Use Bylaw. The LUB notes (in 9.13) that livestock cannot be kept in any part of any yard in any district except as specifically provided in the bylaw. However, there is no place where keeping of livestock is authorized. You also cannot keep pets or other animals for any part of any yard in any district for commercial purposes. Lastly, it notes that the keeping of animals in residential districts will be regulated by the animal control bylaw. You have proposed that livestock (in your wording domestic animals) would only be permitted on farmland assessed property. Is there actually any land that falls within that assessment category? I recognize that assessment is based on use and not necessarily on district but the LUB says no livestock in any district except as otherwise provided but confirms that animals in residential districts will be regulated by the animal control bylaw. So, to comply with both, the livestock would need to be in a residential district and be assessed as farmland;
- I have added a process (including appeal) for the declaration of vicious dogs. There are also separate offences created for issues with vicious dogs (and you can have higher fines for those types of incidents);
- I have added a communicable disease section;
- I have added various enforcement and general provisions;
- I have incorporated a new Schedule A with fines identified for every infraction under the bylaw. Where there was a specific fine identified in your prior draft, I have used that amount. Otherwise, I have incorporated the basic fines of \$100 for a first offence, \$200 for a second offence, \$300 for third and subsequent offences. I expect you will want to adjust some of these; and
- I have increased the maximum fine on summary conviction from \$2,500 (which is what you had) to \$10,000.

On Fri, Jul 14,

at 10:11 AM, Heather,

June 21 council meeting. However, I will get it done as soon as

approved. I will get it done as soon as

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Re: Silver Sands - Animal Control Bylaw

Liz Turnbull <liz@summervillageofsilversands.com>

Mon 2024-08-19 3:36 PM

To: Graeme Horne <graeme@summervillageofsilversands.com>; Summer Village Office <administration@wildwillowenterprises.com>
Cc: Bernie Poulin <bernie@summervillageofsilversands.com>; Wendy Wildwillowenterprises.com <wendy@wildwillowenterprises.com>

Hi all,

Just this past week, I happened to have an in-depth conversation with some long-time friends who have been keeping bees for 5 years now, so am passing along the following information - sorry it is late (thank you to Admin for getting the draft bylaw out early).

I am now having second thoughts and serious reservations about allowing bee-keeping in the village at all, for the following reasons:

Beekeeping is fairly strictly regulated in Alberta (see beekeeping alberta),

Regulations include:

- making all neighbors aware and consenting to having beehives near them,
- proving that the potential beekeeper has undergone education (often apprentice-style with an expert) on beekeeping, including safety factors,
- beekeeping is not just a "nice little hobby", although many publications present it as that. In fact beekeeping takes time, knowledge and regular attention.
- the province requires annual licensing of hives to permit beekeeping, with fines for non-compliance,
- proof of liability insurance to obtain/ renew annual license,
- see further information on regulations

Safety factors include:

- bees can 'swarm' without warning, "swarming" means the bees take the queen from the hive and fly off to some other location, also unpredictable. (So one resident's beehive could have its population freely circulating in a wide area, looking for a new hive location). eg: my friends have had 2 swarming events in this year alone,

- honey bee hives can develop diseases and parasites that can spread to other hives... prevention of these diseases is part of the education provided with beekeeping, and utilizes costly remedies with specific expertise involved in application to the hive,

- some people are allergic to honey bee stings, these allergies can be serious, ie. anaphylactic, This is a potential source of lawsuits, to the bee owner (and I question, could the Village be named in such a suit ?)

- honey bees require water... they go to whatever water source is available, not only the lake... ie. neighbors' fountains, birdbaths, kiddie-pools, so neighbors could unwillingly be subjected to regular bee traffic to their water features,

- the number of beehives in a given area is dependent on the food available to the bees - which are also very sensitive to drought, severe storms, but according the expert my friends have apprenticed with, should be hundreds of meters apart, not next back yard like we have with village-sized lots.

Important

I think for me, I believe we would need to consider as a Village, whether we want to take on these risks, and especially, if we should include beekeeping in our Bylaw, who does the liability, enforcement of regulations, etc, accrue to? In other bylaw enforcement protocols that we have seen, those responsibilities fall to the municipality which has passed the Bylaw.

Sorry this is coming in just now, but I have only now become aware of these cautions,

Liz



Being a Bylaw of the Summer Village of Silver Sands for the Purpose of Regulating and Controlling the Feeding of Wildlife Within the Corporate Limits of the Municipality

WHEREAS pursuant to Section 7 of the *Municipal Government Act* R.S.A. 2000, Chapter M-26, as amended, a municipality may pass bylaws with respect to wild and domestic animals and activities in relation to them and the safety, health and welfare of people and the protection of people and property;

AND WHEREAS the Council of the Summer Village of Silver Sands deems it desirable to regulate activities in relation to Wildlife Attractants and the Feeding of deer and other Wildlife within the boundaries of the municipality;

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

A. TITLE:

This bylaw shall be cited as the "Feeding of Wildlife Bylaw".

B. DEFINITIONS:

For the purposes of this bylaw:

1. **"Animal"** means any bird, reptile, amphibian, or mammal excluding humans and Wildlife;
2. **"Backyard Bird"** means a common seed or nectar eating bird that one might find in a typical suburban backyard including, without limitation, robins, woodpeckers, hummingbirds, finches, thrushes, and sparrows, but does not include gulls, ravens, crows, or magpies;
3. **"Bylaw"** means this Feeding of Wildlife Bylaw;
4. **"Bylaw Enforcement Officer"** means a bylaw enforcement officer appointed or employed or otherwise contracted by the Summer Village, or a Community Peace Officer appointed or employed or otherwise contracted by the Summer Village;
5. **"Court"** means the Alberta Court of Justice;
6. **"Day"** means a continuous period of twenty-four hours, or part thereof;
7. **"Designated Officer"** has the same meaning as defined in the *Municipal Government Act*;
8. **"Domestic Animal"** means a domesticated Animal that lives and breeds in a tame condition and, without restricting the generality of the foregoing, shall include a dog, a cat, a rabbit, and a ferret, but shall not include Livestock or Wildlife;
9. **"Feed"** means providing, leaving, or placing in on or about land or premises any Wildlife Attractants such that deer or other Wildlife will be enticed to such Wildlife Attractants with the intention that they be eaten by the deer or other Wildlife;



10. "**Livestock**" includes, but is not limited to:
- a horse, mule, donkey, swine, camel, llama, alpaca, sheep or goat;
 - domestically reared or kept deer, reindeer, moose, elk, or bison;
 - farm bred fur bearing animals including foxes or mink;
 - animals of the bovine species;
 - emus, ostriches, chickens, roosters, turkeys, ducks, geese, peacocks, peahens, or pheasants; and
 - all other animals that are kept for agricultural purposes,
- but does not include cats, dogs or other Domestic Animals;
11. "**Municipal Government Act**" or the "Act" means the *Municipal Government Act*, RSA 2000, c M-26 and the regulations thereunder;
12. "**Municipal Violation Tag**" means a notice issued by the Summer Village that alleges an offence and provides a person with the opportunity to pay a fine amount to the Summer Village in lieu of prosecution for the offence;
13. "**Peace Officer**" means a member of the Royal Canadian Mounted Police, a Peace Officer appointed under the *Peace Officer Act*, SA 2006, c P-3.5 or a Bylaw Enforcement Officer;
14. "**Person**" includes a corporation, an individual, and the heirs, executors, administrator or other legal representatives of an individual;
15. "**Property**" includes any lands, buildings or premises in the Summer Village;
16. "**Provincial Offences Procedure Act**" means the *Provincial Offences Procedure Act*, RSA 2000, c P-34, and the regulations thereunder;
17. "**Songbird**" means a bird belonging to the oscine division in ornithology;
18. "**Summer Village**" means the Summer Village of Silver Sands;
19. "**Violation Ticket**" has the same meaning as that term is used in the *Provincial Offences Procedure Act*;
20. "**Wildlife**" means any Animal that is not normally domesticated and includes, but is not limited to:
- fur-bearing Animals;
 - migratory game birds;
 - birds of prey;
 - big game;
 - non-game Animals; and
 - any hybrid offspring resulting from the crossing of two (2) Wildlife Animals;
21. "**Wildlife Act**" means the *Wildlife Act*, RSA 2000, c W-10.

22. **"Wildlife Attractants"** means any substance other than water for Domestic Animals that could reasonably be expected to attract Wildlife including, but not limited to, food products, domestic garbage, pet food, bird seed, suet, salt, compost, a carcass or part of a carcass of an Animal, fish or meat, or fallen fruit from trees.

C. FEEDING AND ATTRACTANTS

1. No person shall store, handle, dispose of, or fail to dispose of, any Wildlife Attractants in such a manner that they are, or may become, accessible to deer or other Wildlife.
2. No person shall Feed, attempt to Feed, or permit the Feeding of, either directly or indirectly, any deer or other Wildlife by leaving, or placing, in, on or about any premises, any Wildlife Attractants.
3. Notwithstanding Section C.2, a person may place, or allow to be placed, a bird feeder intended for Songbirds or Backyard Birds on their premises provided that the following requirements are met:
 - a. the premises is private property and the property owner or occupant has given permission for the placement of the bird feeder;
 - b. the bird feeder and any contents contained therein are placed in such a fashion that they are not or may not become accessible to deer or other Wildlife;
 - c. any food spilled from the bird feeder is removed in a timely manner; and
 - d. the bird feeder is kept in sanitary condition and good working order.
4. Section C.2 shall not apply in relation to:
 - a. a wildlife officer or wildlife guardian as defined in the *Wildlife Act* while lawfully performing their duties, or a person under the direction of or with the permission of a wildlife officer or wildlife guardian;
 - b. farm operations;
 - c. fruit and vegetable gardening for human consumption;
 - d. ornamental plants and flowers;
 - e. a person participating in a cultural or spiritual practice outdoors, provided that the person removes all Wildlife Attractants from the outdoor location at the conclusion of the practice;
 - f. a licensed trapper, authorized wildlife rehabilitator or employee of a licensed pest management operator or exterminator leaving food as bait to catch Wildlife as part of their professional duties;
 - g. a person feeding Wildlife as part of a research program undertaken by a university, college, government research body or wildlife research institution; or



- h. a person fishing in accordance with a valid Provincial license or in accordance with Provincial regulations.

D. PENALTIES AND ENFORCEMENT

1. No person shall willfully or knowingly obstruct a Peace Officer, or a person aiding a Peace Officer in their duties, from enforcing the provisions of this Bylaw.
2. Any person who commits a breach of any of the provisions of this Bylaw commits an offence.
3. In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues, and a person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such separate offence.
4. A person who is guilty of an offence under this Bylaw is liable:
 - a. To a fine in an amount not less than as set out in Schedule A; or
 - b. On summary conviction, to a fine of not less than \$100.00 and not more than \$10,000.00, or imprisonment for not more than six months, or both.
5. If a Municipal Violation Tag is issued in respect of an offence, the Municipal Violation Tag must specify the fine established by this Bylaw for the offence.
6. A person who commits an offence may, if a Municipal Tag is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the person will not be prosecuted for the offence under the *Provincial Offences Procedure Act*.
7. Where a Peace Officer believes that a person has contravened any provision of this Bylaw, the Peace Officer may commence proceedings against the person by issuing a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
8. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
 - a. specify the fine amount established by this Bylaw for the offence; or
 - b. require a person to appear in court without the alternative of making a voluntary payment.
9. A person who commits an offence may, if a Violation Ticket is issued in respect of the offence and if the Violation Ticket specifies the fine amount established by this Bylaw for the offence, make a voluntary payment equal to the specified fine.
10. Nothing in this Section shall prevent any Peace Officer from issuing a Violation Ticket requiring the court appearance of the defendant pursuant to the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a Violation Ticket or Municipal Violation Tag.
11. A Municipal Violation Tag shall be deemed to be sufficiently served:
 - a. by leaving a copy with the accused person;



- b. by leaving a copy for the accused person at the accused person's most usual place of residence with someone residing at the residence who is apparently 16 years of age or older; or
 - c. by mailing a copy by recorded mail to the last known address of the accused person; or
 - d. where the accused is an association, partnership, or other body corporate:
 - i. by serving it, using a method of service identified in subsections (a), (b), or (c) on a director of the body corporate;
 - ii. by leaving it at or serving it by recorded mail to the registered office address of the body corporate; or
 - iii. by leaving it with a person who appears to have management or control responsibilities in respect of the body corporate at its principal place of business.
12. Nothing in this Section shall prevent any person from defending a charge of committing a breach of this Bylaw.
13. The Summer Village is not required to enforce this Bylaw. In deciding whether to enforce this Bylaw, the Summer Village may consider any practical concerns, including municipal budget and personnel resources.
14. A Bylaw Enforcement Officer or Designated Officer may pursue any and all remedies set out in this Bylaw, the *Municipal Government Act*, and any other law in the Province of Alberta. Nothing in this Bylaw shall restrict, limit, or preclude the Summer Village from taking multiple steps to address the feeding of Wildlife in the municipality.

E. GENERAL

1. Nothing in this Bylaw relieves a person from complying with any provision of any Federal or Provincial law or regulation, other bylaw(s), or any requirement of any lawful permit, order, or licence.
2. Any references in this Bylaw to any statutes, regulations, bylaws or other enactments is to those statutes, regulations, bylaws or other enactments as amended or replaced from time to time and any amendments thereto.
3. Whenever a singular or masculine form of a word is used in this Bylaw, it shall include the plural, feminine or neutral form of the word as the context requires.
4. The headings in this Bylaw do not form part of this Bylaw and shall not affect its interpretation.
5. Schedule A forms part of this Bylaw.
6. 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.

F. COMING INTO FORCE

THAT this BYLAW shall come into force and effective on the date of the third and final reading.

Read a first time on this ___21st___ day of June, 2024.

Read a second time on this _____ day of _____, 2024.

Unanimous Consent to proceed to third reading on this _____ day of _____, 2024.

Read a third and final time on this _____ day of _____, 2024.

Signed this _____ day of _____, 2024.

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

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SCHEDULE "A"

FINE SCHEDULE

Section	Offence	First Offence	Second Offence in a 12-month period	Third and Subsequent Offences in a 12-month period
C.1	Store, handle, dispose of, or fail to dispose of, any Wildlife Attractants in such a manner that they are or may become accessible to deer or other Wildlife.	\$500.00	\$500.00	\$500.00
C.2.	Feeding, attempting to Feed, or permitting the Feeding of Wildlife	\$500.00	\$500.00	\$500.00
D.1	Obstruct a Peace Officer	\$500.00	\$500.00	\$500.00
	Violation of any other provisions of the Bylaw	\$100.00	\$200.00	\$300.00

SV of Silver Sands - Feeding Wildlife Bylaw

Attachment 1: SV of Silver Sands - Feeding Wildlife Bylaw

Attachments

📎 1 attachments (88 KB)

DRAFT (Revised) Feeding Wildlife Bylaw- SV of Silver Sands.docx

Heather and Wendy,

I have prepared a draft revised version of this.

Comments are:

- I have merged the 2 recitals at the top into one;
- More definitions and expanded definitions in some cases;
- I have added extra language to highlight DEER and other wildlife (I have seen this in a number of other similar bylaws and I understand that deer are a principal concern);
- I have expanded the exemptions for application to some other common exceptions - farming, ornamental plants and flowers;
- I have added in a variety of the standard bylaw penalty / offence / general provisions;
- I reorganized the structure a bit; and
- I have added a penalty schedule (largely associated with the \$500 that was the stock fine in the prior version).

Let me know what you think and if any changes need to be made.

Bc

Bylaw AB T06 1VU

If this email works with increased...

30

Changes
in water
strike
through.

DRAFT 345-2024

BYLAW NO. 285-2018

Municipal Government Act RSA 2000 Chapter M-26
Part 5 Section 146.1

**A BYLAW OF THE SUMMER VILLAGE OF SILVER SANDS, IN THE PROVINCE
OF ALBERTA, TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF
COUNCIL, COUNCIL COMMITTEES AND OTHER BODIES ESTABLISHED BY
THE COUNCIL**

WHEREAS Municipal Councils must, by bylaw, establish a code of conduct governing the conduct of Councillors, pursuant to the *Municipal Government Act, RSA 2000 Chapter M-26, s. 146(1)* as amended from time to time; and

WHEREAS Municipal Council may establish a code of conduct governing the conduct of members of council committees and other bodies established by the council pursuant to the *Municipal Government Act, R.S.A. 2000 Chapter M-26* as amended from time to time; and

WHEREAS the elected officials of the Summer Village of Silver Sands recognize that they have an obligation to serve the public in a conscientious and diligent manner; understanding that the function of Council members is to seek the common good of the municipality as a whole and acknowledging that they are held to a higher standard of ethical behavior and conduct due to the trust that has been placed in them; and

WHEREAS, the Council for the Summer Village of Silver Sands wishes to exercise its authority pursuant to the Municipal Government Act to enact a bylaw to provide for the Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council;

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

1. SHORT TITLE

1.1. This Bylaw may be cited as the "Code of Conduct Bylaw".

2. DEFINITIONS

2.1. "Act" means the *Municipal Government Act, R.S.A. 2000 Chapter M-26*, as amended from time to time.

2.2. "Bylaw" means a bylaw of the Summer Village of Silver Sands.

2.3. "Chief Administrative Office," or "CAO" means the person appointed to the position of Chief Administrative Officer by Council.

- 2.4. *"Code of Conduct"* means the Summer Village of Silver Sands Code of Conduct for Members of Council, Council Committees and Other Bodies Established by Council.
- 2.5. *"Committee"* means a board, commission, authority, task force or any other public body established by Council.
- 2.6. *"Confidential Information"* means any information that is prohibited from being disclosed under Alberta's Freedom of Information and Protection of Privacy Act (FOIPP) and also includes any information received by a Member in confidence by virtue of their position on Council, a Council Committee or other body established by the Council, as well as matters discussed in meetings that have been closed to the public, unless those matters have subsequently been made public by Council.
- 2.7. *"Council"* means the Council of the Summer Village of Silver Sands.
- 2.8. *"Integrity Commissioner"* or *"Commissioner"* means the individual appointed by Council to receive, assess, investigate and adjudicate complaints regarding breach of the Code of Conduct.
- 2.9. *"Member"* is intended to include both Members of Council and Members of Council Committees or other bodies established by the Council.
- 2.10. *"Member of Council"* means a duly elected Member of Council and includes the Mayor and Deputy Mayor.
- 2.11. *"Member of Council Committee or other body established by the Council"* means member of a committee, board, authority, task force or other body duly appointed by Council.
- 2.12. *"Summer Village"* means the Corporation or the Summer Village of Silver Sands.

3. CODE OF CONDUCT

- 3.1. That the *Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council* is attached hereto as "Schedule A" and forms part of this bylaw.

4. PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS

- 4.1. That the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct*, is attached hereto as "Schedule B" and forms part of this bylaw.



5. AMENDMENTS

5.1. That amendments or additions to the *Code of Conduct for members of Council, Council Committees and Other Bodies Established by the Council (Schedule A)* or the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct (Schedule B)* will require an amendment to this Bylaw.

6. INTERPRETATION

6.1. Terms which are not defined in the Code of Conduct Bylaw will be given their ordinary meaning.

6.2. Within the text of the Code of Conduct Bylaw:
a) use of a pronoun or determiner which indicates one gender shall include all genders unless the context requires otherwise, and
b) use of the singular shall include the plural and the plural shall include the singular as the context requires.

7. SEVERABILITY

7.1. It is the intention of the Council of the Summer Village of Silver Sands that each section of this Bylaw should be considered as being separate and severable from all other sections. Should any section or part of this Bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be effective and enforceable.

8. REVIEW

8.1 This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

9. COMING INTO FORCE

This Bylaw repeals Bylaw #2023-01 and comes into full force and effect upon the third and final reading and signing of this Bylaw

READ a first time this day of 2024.

READ a second time this day of , 2024.

UNANIMOUS CONSENT to proceed to third reading this day of , 2024.

READ a third and final time this day of , 2024.

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SIGNED this day of , 2024

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman



SCHEDULE A

THE SUMMER VILLAGE OF SILVER SANDS CODE OF CONDUCT FOR MEMBERS OF COUNCIL, COUNCIL COMMITTEES AND OTHER BODIES ESTABLISHED BY THE COUNCIL

1. PURPOSE AND PRINCIPLES

- 1.1. The purpose and intent of this Code of Conduct is to establish standards of conduct for Members of Council, Council Committees and other bodies established by the Council so that they may carry out their entrusted duties with diligence and impartiality while maintaining the highest standard of integrity.
- 1.2. The Code is intended to supplement existing superior legislation and municipal bylaws and policies that govern the conduct of Members of Council, Council Committees and other bodies established by the Council.
- 1.3. The key principles underlying this Code of Conduct are as follows:
 - a) The public should have confidence that the elected and appointed officials of the Summer Village of Silver Sands operate from a basis of integrity, justice, courtesy and propriety and will carry out their duties in a fair, impartial and transparent manner;
 - b) Holding public office is a privilege and responsibility and Members shall put the interests of the residents and ratepayers of the municipality as a whole above personal interests;
 - c) Members should demonstrate respect for the law and for the policies, procedures and processes of the Summer Village of Silver Sands;
 - d) Members have a duty to treat members of the public, representatives from other agencies or municipalities, each other and staff with respect and dignity and without abuse, bullying or intimidation;
 - e) Members of Council, Council Committees and other bodies established by the Council must exercise due care in the treatment of any Confidential Information obtained through their elected or appointed positions.

2. COMPLIANCE WITH CODE OF CONDUCT

- 2.1. This Code of Conduct applies to all Members of Council and Members of Council Committees and other bodies established by the Council and all Members must observe and comply with all provisions of the Code of Conduct as well as other policies and procedures established by Council which affect the Member.
- 2.2. Members of Council shall sign and agree to comply with the Code of Conduct at or prior to the first meeting of Council after their election to office.

- 2.3. Members of Council Committees or other bodies established by the Council of the Summer Village of who are not Members of the Summer Village of Silver Sands Council or the Council of another municipality, shall sign and agree to comply with the Summer Village of Silver Sands Code of Conduct on or before attending their first committee meeting. Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
- 2.4. Members of Council of the Summer Village of Silver Sands, who are Members of another municipality's Council Committee or other body created by the Council of that municipality, are expected to adhere in their dealings with that committee to the Summer Village of Silver Sands Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council.
- 2.5. Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 2.6. All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
- 2.7. No Member shall threaten or undertake any act of reprisal against a complainant or a person providing information in the investigation of an alleged violation of the Code of Conduct.

3. GENERAL PERSONAL CONDUCT

- 3.1. Members shall strive for excellence in the performance of their duties of Council, Council Committees or other bodies established by the Council.
- 3.2. As representatives of the Summer Village of Silver Sands, Members will, at all times, conduct themselves in all their affairs with integrity so as to reflect positively on the municipality and promote public confidence.
- 3.3. Members of Council shall carry out their duties with impartiality, putting the interests of the residents and rate payers of the whole municipality above personal interests.
- 3.4. Members will take particular care to ensure that during meetings of Council, Council Committees or other bodies established by the Council, they do not make comments that could be offensive to other Members, staff or the public or that could be construed as sexist, racist or otherwise discriminatory.
- 3.5. Members will conduct municipal business and their duties in an open and transparent manner so that the public can understand the process and rationale that has been used to make decisions.

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- 3.6.** Members of Council shall show respect for other Members of Council, for decisions and the decision-making process of Council and for Council procedures as outlined in the Summer Village of Silver Sands Procedural Bylaw. Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
- 3.7.** Members of Council of the Summer Village of Silver Sands, who are Members of another municipality's Council Committee or other body created by the Council of that municipality, are expected to adhere in their dealings with that committee to the Summer Village of Silver Sands Code of Conduct for Members of Council, Council Committees and Other Bodies established by the Council.
- 3.8.** Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 3.9.** The venue for discussions on matters before Council, a Council Committee or other body established by the Council is within their respective meetings. Members shall not engage in debate with each other via public mediums such as letters to the editor, bios or social media.
- 3.10.** Members are expected to use good judgement as to what is appropriate use of electronic social media and must not communicate anything that could harm the reputation of the Summer Village of Silver Sands. Providing personal comments on matters before the Summer Village Council, Council Committees or other bodies established by the Council on social media is inappropriate.
- 3.11.** All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
- 3.12.** No Member shall threaten or undertake any act of reprisal against a complainant or a person providing information in the investigation of an alleged violation of the Code of Conduct.
- 3.13.** If a difference or conflict between Members is not easily resolved, processes outlined in the Procedural Bylaw and best practices in conflict resolution shall be employed in order to resolve the issue and maintain working relationships among Members.

4. OBLIGATIONS OF MEMBERS

- 4.1.** Members must conduct themselves in accordance with the requirements and obligations set out in municipal, provincial and federal legislation or regulations, including but not limited to the following:
- a)** Alberta Human Rights Act;

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- b)** Alberta Local Authorities Election Act;
- c)** Canadian Human Rights Act;
- d)** Criminal Code of Canada;
- e)** Freedom of Information and Protection of Privacy Act;
- f)** The Summer Village of Castle Island Procedural Bylaw;
- g)** Municipal Government Act;
- h)** Occupational Health and Safety Act, Regulation and Code, including the Summer Village of Castle Island Health and Safety Program.

4.2. As outlined in the Municipal Government Act, Members of Council have a duty to participate in council meetings, council committee meetings and meetings of other bodies to which they are appointed by Council. This duty includes an obligation to vote on all matters for which they are present, excepting any restrictions outlined in the Municipal Government Act including those outlined pertaining to conflict of interest situations.

4.3. All Members are expected to be suitably prepared for meetings of Council or any Committee or other body established by the Council on which they serve.

4.4. All Members must attend orientation or training sessions as offered by the municipality.

5. AVOIDANCE OF CONFLICTS OF INTEREST

5.1. Members of Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Council.

5.2. Members of a Council Committee or other body established by the Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Committee or other body on which they serve.

5.3. Members shall remove themselves from the proceedings regarding any matter in which they have a pecuniary interest. For clarity, as outlined in Section 172 of the Municipal Government Act, "proceedings" includes discussion and voting on the subject matter in a meeting and "remove" means both abstaining from voting and physically vacating the meeting room for the duration of the proceedings.

5.4. Members shall not influence or attempt to influence a decision in a matter that they have a pecuniary or personal interest which comes before Council, a Council Committee or other body established by the Council on which they serve.

5.5. Members shall not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council.

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- 5.6. Members shall not allow their personal interests or connection to volunteer organizations to influence their impartiality with respect to the duties they carry out as Members of Council, a Council Committee or other body established by the Council.
- 5.7. Members shall not engage in any activity that is incompatible with the ethical performance of their official duties in the public interest, as members of Council, as Council Committee or other body established by the Council.

6. USE OF MUNICIPAL ASSETS AND SERVICES

- 6.1. Members shall use municipal assets and services for activities relevant to their role as Members of Council, a Council Committee or other body established by the Council, and in accordance with any applicable municipal policy or procedure.
- 6.2. Members shall use municipal computers, smart phones or other related technology devices or systems, including email and internet, in accordance with the municipality's policies and procedures
- 6.3. Members of Council shall not use the property, land, facilities, equipment, supplies, services or other resources of the municipality for any election campaign or campaign-related activities, unless otherwise authorized by policy or bylaw or expressly in cases when the use of public assets is part of a public election forum open to all candidates and sanctioned by the municipality.
- 6.4. No Member of Council shall use the services of persons for election-related purposes during hours in which those persons are receiving compensation from the municipality.
- 6.5. No Member shall obtain personal or financial gain or advantage through the use of municipal assets or services or from municipally developed intellectual property.

7. USE OF INFLUENCE OF OFFICE

- 7.1. No Member shall use the influence of his or her position on Council, a Council Committee or other body established by the Council for any purpose other than for the exercise of his or her official duties.
- 7.2. Members shall not use their position to obtain employment or contracts with the municipality for themselves, family members or close associates.

8. ACCEPTANCE OF GIFTS OR BENEFITS

- 8.1. Acceptance of gifts or benefits by a Member shall be in accordance with federal and provincial legislation and must be accepted or reported in accordance with any Summer Village policy or procedure.

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- 8.2.** Members shall ensure that they do not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council through the acceptance of gifts or benefits.

9. INTERACTIONS WITH MUNICIPAL STAFF

- 9.1.** Council's sole employee is the Chief Administrative Officer (CAO); Members of Council will respect the CAO's authority to direct staff.
- 9.2.** Members will treat municipal staff with dignity, understanding and respect and will adhere to any of the Summer Village of Castle Island policies, procedures or directives in order to ensure that the municipal work environment is free from discrimination, bullying and harassment.
- 9.3.** No Member shall use, or attempt to use, their authority for the purpose of influencing any staff member with the intent of interfering in staff's duties.
- 9.4.** No Member shall maliciously or falsely impugn or injure the professional or ethical reputation of staff and all Members shall show respect for the professional capacities of the staff of the municipality.
- 9.5.** No Members shall compel staff to engage in partisan political activities or subject staff to threat or discrimination for refusing to participate in such activities.

10. INTERACTIONS WITH OTHER AGENCIES OR MUNICIPALITIES AND THE PUBLIC

- 10.1.** In the performance of their duties, Members will treat representatives of other agencies or municipalities and members of the public with dignity, understanding and respect and will adhere to any and or all of the Summer Village of Castle Island policies, procedures or directives put in place to ensure that workplace environments are free from discrimination, bullying and harassment.

11. CONFIDENTIAL INFORMATION

- 11.1.** Personal information collected by the Summer Village of Castle Island will only be used for the purpose for which it was collected, and only disclosed if such disclosure complies with Alberta's Freedom of Information and Protection of Privacy Act (FOIPP).
- 11.2.** Members are encouraged to acquire an understanding of the principles of FOIPP.
- 11.3.** Members shall not release information subject to solicitor-client privilege without express authorization from Council unless required by law to do so.

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- 11.4.** Members shall not release or divulge any matters discussed while in a closed meeting including any aspect of the closed meeting deliberations to anyone, unless expressly authorized by Council or required by law to do so.
- 11.5.** Members who speak or write publicly are responsible for ensuring that they do not divulge Confidential Information.
- 11.6.** The responsibility for protecting Confidential Information includes the responsibility for ensuring that documents or digital information are not directly or indirectly made available to unauthorized persons.
- 11.7.** No Member shall use Confidential Information for personal gain or benefit, or for the personal gain or benefit of any other person or body.
- 11.8.** A Member's responsibility for maintaining confidentiality extends beyond the term of office or the period of appointment.

12. IMPLEMENTATION

- 12.1.** The Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council and the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will be adopted by bylaw as required by Section 146.1 of the Municipal Government Act, or as amended from time to time.
- 12.2.** Amendments or additions to the Code of Conduct or the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will require an amendment to the Code of Conduct Bylaw.
- 12.3.** Council will review the Code of Conduct on an annual basis at the Organizational Meeting to ensure it is current and remains relevant to the day-to-day conduct of Members.
- 12.4.** Council will appoint an Integrity Commissioner who will be responsible for accepting, assessing, investigating and adjudicating complaints or requests for investigation regarding breach of the Code of Conduct.
- 12.5.** The process for appointing the Integrity Commissioner will be the same process as for appointments to Council Committees or other bodies established by Council.
- 12.6.** The position of Integrity Commissioner will be a paid contract position, with an appropriate hourly rate of pay or daily per diem, to be established by Council at the time of appointment. The Commissioner may also be reimbursed for expenses approved by the Mayor, or the Deputy Mayor or any 2 members of Council who are not the subject of any complaint under investigation.
- 12.7.** The term for an Integrity Commissioner will be 4 years; a Commissioner may be re- appointed at the end of their first term but may not serve more than two (2)

consecutive terms.

- 12.8.** If at any time it is determined by Council that the Integrity Commissioner has conflict of interest or has acted in an unfair or unethical manner, Council may require the Commissioner to relinquish their position.
- 12.9.** Complaints and requests for investigations into allegations that a Member has breached the Code of Conduct will follow the procedure outlined in the *Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct*, Schedule B of the Code of Conduct Bylaw.

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SCHEDULE B

THE SUMMER VILLAGE OF SILVER SANDS PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS REGARDING BREACH OF THE CODE OF CONDUCT

Where a member of the public, a Member of Council, a Member of a Council Committee or other body established by the Council, or an employee of the Summer Village of Silver Sands, has reasonable grounds to believe that a Member has breached this Code, a complaint or request for inquiry may be submitted in confidence to the Integrity Commissioner or to a designated alternate in the absence of the Commissioner.

All complaints or requests for inquiries must be in writing and should include:

- a) the complainant's name and contact information;
- b) the name of the Member(s) to whom the complaint relates;
- c) the nature of the alleged contravention;
- d) the specific provision(s) of the Code allegedly contravened;
- e) names of any witnesses to the alleged contravention;
- f) any other supporting documentation that will assist the Commissioner in evaluating the complaint.

The Commissioner may refuse to undertake an investigation if the complainant fails to provide sufficient documentation to support their complaint.

If after reviewing the complaint, if the Commissioner determines that the complaint is an allegation of a criminal nature consistent with the Criminal Code, the Commissioner will inform the complainant that the allegation must be made through the appropriate police service.

If the complainant is a Member or municipal staff, the Commissioner will review the complaint to determine if it falls under any of the Summer Village's harassment or respectful workplace policies, procedures or directives intended to ensure a working environment free of discrimination, bullying and harassment. If it does, the Commissioner will advise the complainant to contact the appropriate party (CAO, Manager or Supervisor) to initiate the process outlined in the applicable policy, procedure or directive.

Formal investigation of any complaint will be at the discretion of the Commissioner. If the Commissioner finds the allegations to be frivolous or unsubstantiated, he or she may decline to conduct an investigation and will inform the complainant of this decision.

If it is found that an investigation is warranted, the Member whose conduct is in question will be provided with a copy of the complaint and supporting documentation and be given the opportunity to provide a written response to the allegations being made.

Once the investigation is complete, the Commissioner will submit a written report which may include statements from both the complainant and the Member who is the subject of the complaint as well as a recommendation for appropriate sanctions (if any) to the Council of the Summer Village of Silver Sands. The report will be discussed at a closed meeting session of Council. ~~Neither the Member who is the subject of the complaint, nor~~

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~~the complainant may attend this closed meeting session~~ **The member who is the subject of the complaint and/or the complainant** ~~but they~~ may submit written statements to the Commissioner for consideration and inclusion in the report to Council, if they choose to do so. Council (excluding the Member who is subject of the complaint) will then determine what sanctions (if any) will be imposed. In the event that all of Council are the subjects of the complaint, it will fall to the Commissioner to determine what sanctions (if any) will be imposed.

The Commissioner may recommend that Council impose any of the following sanctions:

- ~~a) Require a written or verbal public apology;~~
- ~~b) Require additional training on ethical and/or respectful conduct;~~
- ~~c) Return of property or reimbursement of its value or of monies spent;~~
- ~~d) Removal from membership of a Committee; Removal as chair of a Committee;~~
- ~~e) Reporting the misconduct to Alberta Municipal Affairs or another appropriate authority;~~
- ~~or~~
- ~~f) Other consequences as deemed appropriate and necessary but not including disqualification of a Member of Council.~~

- a) a letter of reprimand addressed to the Member;
- b) request the Member to issue a letter of apology;
- c) publication of a letter of reprimand or request for apology and the Member's response;
- d) suspension or removal of the appointment of a Member as the Chief Elected Official under s. 150(2) of the Act;
- e) suspension or removal of the appointment of a Member as the Deputy Chief Elected Official under s. 152 of the Act;
- f) suspension or removal of the Chief Elected Official's presiding duties under s. 154 of the Act;
- g) suspension or removal from some or all Council committees and bodies to which Council has the right to appoint members;
- h) reduction or suspension of remuneration as defined in s. 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at Council meetings;

A decision to apply one or more of the sanctions detailed above requires a simple majority of Council directing the Member to do all or some of the sanctions.

All discussions surrounding allegations and substantiated violations of this Bylaw shall be conducted at an In-Camera meeting of Council only, with the information being kept in confidence under the appropriate sections of the *Municipal Government Act* and *The Freedom of Information of Protection of Privacy Act*.

The results of an investigation by the Commissioner and the imposition (or lack of the imposition) of sanctions by Council or the Commissioner have no appeal mechanism and are to be considered final.

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Final
Version
DRAFT

**A BYLAW OF THE SUMMER VILLAGE OF SILVER SANDS, IN THE PROVINCE
OF ALBERTA, TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF
COUNCIL, COUNCIL COMMITTEES AND OTHER BODIES ESTABLISHED BY
THE COUNCIL**

WHEREAS Municipal Councils must, by bylaw, establish a code of conduct governing the conduct of Councillors, pursuant to the *Municipal Government Act, RSA 2000 Chapter M-26, s. 146(1)* as amended from time to time; and

WHEREAS Municipal Council may establish a code of conduct governing the conduct of members of council committees and other bodies established by the council pursuant to the *Municipal Government Act, R.S.A. 2000 Chapter M-26* as amended from time to time; and

WHEREAS the elected officials of the Summer Village of Silver Sands recognize that they have an obligation to serve the public in a conscientious and diligent manner; understanding that the function of Council members is to seek the common good of the municipality as a whole and acknowledging that they are held to a higher standard of ethical behavior and conduct due to the trust that has been placed in them; and

WHEREAS, the Council for the Summer Village of Silver Sands wishes to exercise its authority pursuant to the Municipal Government Act to enact a bylaw to provide for the Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council;

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

1. SHORT TITLE

1.1. This Bylaw may be cited as the "Code of Conduct Bylaw".

2. DEFINITIONS

2.1. "Act" means the *Municipal Government Act, R.S.A. 2000 Chapter M-26*, as amended from time to time.

2.2. "Bylaw" means a bylaw of the Summer Village of Silver Sands.

2.3. "Chief Administrative Office," or "CAO" means the person appointed to the position of Chief Administrative Officer by Council.

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DRAFT
Final
Version

- 2.4. "*Code of Conduct*" means the Summer Village of Silver Sands Code of Conduct for Members of Council, Council Committees and Other Bodies Established by Council.
- 2.5. "*Committee*" means a board, commission, authority, task force or any other public body established by Council.
- 2.6. "*Confidential Information*" means any information that is prohibited from being disclosed under Alberta's Freedom of Information and Protection of Privacy Act (FOIPP) and also includes any information received by a Member in confidence by virtue of their position on Council, a Council Committee or other body established by the Council, as well as matters discussed in meetings that have been closed to the public, unless those matters have subsequently been made public by Council.
- 2.7. "*Council*" means the Council of the Summer Village of Silver Sands.
- 2.8. "*Integrity Commissioner*" or "*Commissioner*" means the individual appointed by Council to receive, assess, investigate and adjudicate complaints regarding breach of the Code of Conduct.
- 2.9. "*Member*" is intended to include both Members of Council and Members of Council Committees or other bodies established by the Council.
- 2.10. "*Member of Council*" means a duly elected Member of Council and includes the Mayor and Deputy Mayor.
- 2.11. "*Member of Council Committee or other body established by the Council*" means member of a committee, board, authority, task force or other body duly appointed by Council.
- 2.12. "*Summer Village*" means the Corporation or the Summer Village of Silver Sands.

3. CODE OF CONDUCT

- 3.1. That the *Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council* is attached hereto as "Schedule A" and forms part of this bylaw.

4. PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS

- 4.1. That the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct*, is attached hereto as "Schedule B" and forms part of this bylaw.

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5. AMENDMENTS

5.1. That amendments or additions to the *Code of Conduct for members of Council, Council Committees and Other Bodies Established by the Council* (Schedule A) or the *Procedure for Complaints, Investigations and Sanctions Regarding Breach of the Code of Conduct* (Schedule B) will require an amendment to this Bylaw.

6. INTERPRETATION

6.1. Terms which are not defined in the Code of Conduct Bylaw will be given their ordinary meaning.

6.2. Within the text of the Code of Conduct Bylaw:
a) use of a pronoun or determiner which indicates one gender shall include all genders unless the context requires otherwise, and
b) use of the singular shall include the plural and the plural shall include the singular as the context requires.

7. SEVERABILITY

7.1. It is the intention of the Council of the Summer Village of Silver Sands that each section of this Bylaw should be considered as being separate and severable from all other sections. Should any section or part of this Bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be effective and enforceable.

8. REVIEW

8.1 This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

9. COMING INTO FORCE

This Bylaw repeals Bylaw #285-2018 and comes into full force and effect upon the third and final reading and signing of this Bylaw

READ a first time this day of 2024.

READ a second time this day of , 2024.

UNANIMOUS CONSENT to proceed to third reading this day of , 2024

READ a third and final time this day of , 2024.

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SIGNED this day of , 2024

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman

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SCHEDULE A

THE SUMMER VILLAGE OF SILVER SANDS CODE OF CONDUCT FOR MEMBERS OF COUNCIL, COUNCIL COMMITTEES AND OTHER BODIES ESTABLISHED BY THE COUNCIL

1. PURPOSE AND PRINCIPLES

- 1.1.** The purpose and intent of this Code of Conduct is to establish standards of conduct for Members of Council, Council Committees and other bodies established by the Council so that they may carry out their entrusted duties with diligence and impartiality while maintaining the highest standard of integrity.
- 1.2.** The Code is intended to supplement existing superior legislation and municipal bylaws and policies that govern the conduct of Members of Council, Council Committees and other bodies established by the Council.
- 1.3.** The key principles underlying this Code of Conduct are as follows:
- a)** The public should have confidence that the elected and appointed officials of the Summer Village of Silver Sands operate from a basis of integrity, justice, courtesy and propriety and will carry out their duties in a fair, impartial and transparent manner;
 - b)** Holding public office is a privilege and responsibility and Members shall put the interests of the residents and ratepayers of the municipality as a whole above personal interests;
 - c)** Members should demonstrate respect for the law and for the policies, procedures and processes of the Summer Village of Silver Sands;
 - d)** Members have a duty to treat members of the public, representatives from other agencies or municipalities, each other and staff with respect and dignity and without abuse, bullying or intimidation;
 - e)** Members of Council, Council Committees and other bodies established by the Council must exercise due care in the treatment of any Confidential Information obtained through their elected or appointed positions.

2. COMPLIANCE WITH CODE OF CONDUCT

- 2.1.** This Code of Conduct applies to all Members of Council and Members of Council Committees and other bodies established by the Council and all Members must observe and comply with all provisions of the Code of Conduct as well as other policies and procedures established by Council which affect the Member.
- 2.2.** Members of Council shall sign and agree to comply with the Code of Conduct at or prior to the first meeting of Council after their election to office.

- 2.3. Members of Council Committees or other bodies established by the Council of the Summer Village of who are not Members of the Summer Village of Silver Sands Council or the Council of another municipality, shall sign and agree to comply with the Summer Village of Silver Sands Code of Conduct on or before attending their first committee meeting. Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
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- 2.5. Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 2.6. All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
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3. GENERAL PERSONAL CONDUCT

- 3.1. Members shall strive for excellence in the performance of their duties of Council, Council Committees or other bodies established by the Council.
- 3.2. As representatives of the Summer Village of Silver Sands, Members will, at all times, conduct themselves in all their affairs with integrity so as to reflect positively on the municipality and promote public confidence.
- 3.3. Members of Council shall carry out their duties with impartiality, putting the interests of the residents and rate payers of the whole municipality above personal interests.
- 3.4. Members will take particular care to ensure that during meetings of Council, Council Committees or other bodies established by the Council, they do not make comments that could be offensive to other Members, staff or the public or that could be construed as sexist, racist or otherwise discriminatory.
- 3.5. Members will conduct municipal business and their duties in an open and transparent manner so that the public can understand the process and rationale that has been used to make decisions.

- 3.6.** Members of Council shall show respect for other Members of Council, for decisions and the decision-making process of Council and for Council procedures as outlined in the Summer Village of Silver Sands Procedural Bylaw. Members of Council Committees or other bodies established by the Council who are Members of a Council of another municipality will adhere to their own municipality's Code of Conduct for Members of Council.
- 3.7.** Members of Council of the Summer Village of Silver Sands, who are Members of another municipality's Council Committee or other body created by the Council of that municipality, are expected to adhere in their dealings with that committee to the Summer Village of Silver Sands Code of Conduct for Members of Council, Council Committees and Other Bodies established by the Council.
- 3.8.** Members of Council Committees or other bodies established by the Council who are not Members of a municipal council who fail to sign and agree to comply with the Code of Conduct may be required to relinquish their position on the Committee.
- 3.9.** The venue for discussions on matters before Council, a Council Committee or other body established by the Council is within their respective meetings. Members shall not engage in debate with each other via public mediums such as letters to the editor, bios or social media.
- 3.10.** Members are expected to use good judgement as to what is appropriate use of electronic social media and must not communicate anything that could harm the reputation of the Summer Village of Silver Sands. Providing personal comments on matters before the Summer Village Council, Council Committees or other bodies established by the Council on social media is inappropriate.
- 3.11.** All Members shall respect the processes for complaints and investigations under the Code of Conduct and cooperate fully with these processes.
- 3.12.** No Member shall threaten or undertake any act of reprisal against a complainant or a person providing information in the investigation of an alleged violation of the Code of Conduct.
- 3.13.** If a difference or conflict between Members is not easily resolved, processes outlined in the Procedural Bylaw and best practices in conflict resolution shall be employed in order to resolve the issue and maintain working relationships among Members.

4. OBLIGATIONS OF MEMBERS

- 4.1.** Members must conduct themselves in accordance with the requirements and obligations set out in municipal, provincial and federal legislation or regulations, including but not limited to the following:
- a)** Alberta Human Rights Act;

- b) Alberta Local Authorities Election Act;
- c) Canadian Human Rights Act;
- d) Criminal Code of Canada;
- e) Freedom of Information and Protection of Privacy Act;
- f) The Summer Village of Silver Sands Procedural Bylaw;
- g) Municipal Government Act;
- h) Occupational Health and Safety Act, Regulation and Code, including the Summer Village of Silver Sands Health and Safety Program.

- 4.2. As outlined in the Municipal Government Act, Members of Council have a duty to participate in council meetings, council committee meetings and meetings of other bodies to which they are appointed by Council. This duty includes an obligation to vote on all matters for which they are present, excepting any restrictions outlined in the Municipal Government Act including those outlined pertaining to conflict of interest situations.
- 4.3. All Members are expected to be suitably prepared for meetings of Council or any Committee or other body established by the Council on which they serve.
- 4.4. All Members must attend orientation or training sessions as offered by the municipality.

5. AVOIDANCE OF CONFLICTS OF INTEREST

- 5.1. Members of Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Council.
- 5.2. Members of a Council Committee or other body established by the Council shall disclose any pecuniary or personal interest that may influence or appear to influence their decision in a matter that comes before the Committee or other body on which they serve.
- 5.3. Members shall remove themselves from the proceedings regarding any matter in which they have a pecuniary interest. For clarity, as outlined in Section 172 of the Municipal Government Act, "proceedings" includes discussion and voting on the subject matter in a meeting and "remove" means both abstaining from voting and physically vacating the meeting room for the duration of the proceedings.
- 5.4. Members shall not influence or attempt to influence a decision in a matter that they have a pecuniary or personal interest which comes before Council, a Council Committee or other body established by the Council on which they serve.
- 5.5. Members shall not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council.

- 5.6. Members shall not allow their personal interests or connection to volunteer organizations to influence their impartiality with respect to the duties they carry out as Members of Council, a Council Committee or other body established by the Council.
- 5.7. Members shall not engage in any activity that is incompatible with the ethical performance of their official duties in the public interest, as members of Council, as Council Committee or other body established by the Council.

6. USE OF MUNICIPAL ASSETS AND SERVICES

- 6.1. Members shall use municipal assets and services for activities relevant to their role as Members of Council, a Council Committee or other body established by the Council, and in accordance with any applicable municipal policy or procedure.
- 6.2. Members shall use municipal computers, smart phones or other related technology devices or systems, including email and internet, in accordance with the municipality's policies and procedures
- 6.3. Members of Council shall not use the property, land, facilities, equipment, supplies, services or other resources of the municipality for any election campaign or campaign-related activities, unless otherwise authorized by policy or bylaw or expressly in cases when the use of public assets is part of a public election forum open to all candidates and sanctioned by the municipality.
- 6.4. No Member of Council shall use the services of persons for election-related purposes during hours in which those persons are receiving compensation from the municipality.
- 6.5. No Member shall obtain personal or financial gain or advantage through the use of municipal assets or services or from municipally developed intellectual property.

7. USE OF INFLUENCE OF OFFICE

- 7.1. No Member shall use the influence of his or her position on Council, a Council Committee or other body established by the Council for any purpose other than for the exercise of his or her official duties.
- 7.2. Members shall not use their position to obtain employment or contracts with the municipality for themselves, family members or close associates.

8. ACCEPTANCE OF GIFTS OR BENEFITS

- 8.1. Acceptance of gifts or benefits by a Member shall be in accordance with federal and provincial legislation and must be accepted or reported in accordance with any Summer Village policy or procedure.

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- 8.2.** Members shall ensure that they do not place themselves in a position of obligation to any person or organization which may benefit from special consideration or preferential treatment from Council, a Council Committee or other body established by the Council through the acceptance of gifts or benefits.


9. INTERACTIONS WITH MUNICIPAL STAFF

- 9.1.** Council's sole employee is the Chief Administrative Officer (CAO); Members of Council will respect the CAO's authority to direct staff.
- 9.2.** Members will treat municipal staff with dignity, understanding and respect and will adhere to any of the Summer Village of Silver Sands policies, procedures or directives in order to ensure that the municipal work environment is free from discrimination, bullying and harassment.
- 9.3.** No Member shall use, or attempt to use, their authority for the purpose of influencing any staff member with the intent of interfering in staff's duties.
- 9.4.** No Member shall maliciously or falsely impugn or injure the professional or ethical reputation of staff and all Members shall show respect for the professional capacities of the staff of the municipality.
- 9.5.** No Members shall compel staff to engage in partisan political activities or subject staff to threat or discrimination for refusing to participate in such activities.

10. INTERACTIONS WITH OTHER AGENCIES OR MUNICIPALITIES AND THE PUBLIC

- 10.1.** In the performance of their duties, Members will treat representatives of other agencies or municipalities and members of the public with dignity, understanding and respect and will adhere to any and or all of the Summer Village of Silver Sands policies, procedures or directives put in place to ensure that workplace environments are free from discrimination, bullying and harassment.

11. CONFIDENTIAL INFORMATION

- 11.1.** Personal information collected by the Summer Village of Silver Sands will only be used for the purpose for which it was collected, and only disclosed if such disclosure complies with Alberta's Freedom of Information and Protection of Privacy Act (FOIPP).
- 11.2.** Members are encouraged to acquire an understanding of the principles of FOIPP. 
- 11.3.** Members shall not release information subject to solicitor-client privilege without express authorization from Council unless required by law to do so.

- 11.4.** Members shall not release or divulge any matters discussed while in a closed meeting including any aspect of the closed meeting deliberations to anyone, unless expressly authorized by Council or required by law to do so.
- 11.5.** Members who speak or write publicly are responsible for ensuring that they do not divulge Confidential Information.
- 11.6.** The responsibility for protecting Confidential Information includes the responsibility for ensuring that documents or digital information are not directly or indirectly made available to unauthorized persons.
- 11.7.** No Member shall use Confidential Information for personal gain or benefit, or for the personal gain or benefit of any other person or body.
- 11.8.** A Member's responsibility for maintaining confidentiality extends beyond the term of office or the period of appointment.

12. IMPLEMENTATION

- 12.1.** The Code of Conduct for Members of Council, Council Committees and Other Bodies Established by the Council and the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will be adopted by bylaw as required by Section 146.1 of the Municipal Government Act, or as amended from time to time.
- 12.2.** Amendments or additions to the Code of Conduct or the Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct will require an amendment to the Code of Conduct Bylaw.
- 12.3.** Council will review the Code of Conduct on an annual basis at the Organizational Meeting to ensure it is current and remains relevant to the day-to-day conduct of Members.
- 12.4.** Council will appoint an Integrity Commissioner who will be responsible for accepting, assessing, investigating and adjudicating complaints or requests for investigation regarding breach of the Code of Conduct.
- 12.5.** The process for appointing the Integrity Commissioner will be the same process as for appointments to Council Committees or other bodies established by Council.
- 12.6.** The position of Integrity Commissioner will be a paid contract position, with an appropriate hourly rate of pay or daily per diem, to be established by Council at the time of appointment. The Commissioner may also be reimbursed for expenses approved by the Mayor, or the Deputy Mayor or any 2 members of Council who are not the subject of any complaint under investigation.
- 12.7.** The term for an Integrity Commissioner will be 4 years; a Commissioner may be re-appointed at the end of their first term but may not serve more than two (2)

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consecutive terms.

- 12.8.** If at any time it is determined by Council that the Integrity Commissioner has conflict of interest or has acted in an unfair or unethical manner, Council may require the Commissioner to relinquish their position.
- 12.9.** Complaints and requests for investigations into allegations that a Member has breached the Code of Conduct will follow the procedure outlined in the *Procedure for Complaints Investigations and Sanctions Regarding Breach of the Code of Conduct*, Schedule B of the Code of Conduct Bylaw.

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SCHEDULE B

THE SUMMER VILLAGE OF SILVER SANDS PROCEDURE FOR COMPLAINTS, INVESTIGATIONS AND SANCTIONS REGARDING BREACH OF THE CODE OF CONDUCT

Where a member of the public, a Member of Council, a Member of a Council Committee or other body established by the Council, or an employee of the Summer Village of Silver Sands, has reasonable grounds to believe that a Member has breached this Code, a complaint or request for inquiry may be submitted in confidence to the Integrity Commissioner or to a designated alternate in the absence of the Commissioner.

All complaints or requests for inquiries must be in writing and should include:

- a) the complainant's name and contact information;
- b) the name of the Member(s) to whom the complaint relates;
- c) the nature of the alleged contravention;
- d) the specific provision(s) of the Code allegedly contravened;
- e) names of any witnesses to the alleged contravention;
- f) any other supporting documentation that will assist the Commissioner in evaluating the complaint.

The Commissioner may refuse to undertake an investigation if the complainant fails to provide sufficient documentation to support their complaint.

If after reviewing the complaint, if the Commissioner determines that the complaint is an allegation of a criminal nature consistent with the Criminal Code, the Commissioner will inform the complainant that the allegation must be made through the appropriate police service.

If the complainant is a Member or municipal staff, the Commissioner will review the complaint to determine if it falls under any of the Summer Village's harassment or respectful workplace policies, procedures or directives intended to ensure a working environment free of discrimination, bullying and harassment. If it does, the Commissioner will advise the complainant to contact the appropriate party (CAO, Manager or Supervisor) to initiate the process outlined in the applicable policy, procedure or directive.

Formal investigation of any complaint will be at the discretion of the Commissioner. If the Commissioner finds the allegations to be frivolous or unsubstantiated, he or she may decline to conduct an investigation and will inform the complainant of this decision.

If it is found that an investigation is warranted, the Member whose conduct is in question will be provided with a copy of the complaint and supporting documentation and be given the opportunity to provide a written response to the allegations being made.

Once the investigation is complete, the Commissioner will submit a written report which may include statements from both the complainant and the Member who is the subject of the complaint as well as a recommendation for appropriate sanctions (if any) to the Council of the Summer Village of Silver Sands. The report will be discussed at a closed meeting session of Council. The member who is the subject of the complaint and/or the

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complainant may submit written statements to the Commissioner for consideration and inclusion in the report to Council, if they choose to do so. Council (excluding the Member who is subject of the complaint) will then determine what sanctions (if any) will be imposed. In the event that all of Council are the subjects of the complaint, it will fall to the Commissioner to determine what sanctions (if any) will be imposed.

The Commissioner may recommend that Council impose any of the following sanctions:

- a) a letter of reprimand addressed to the Member;
- b) request the Member to issue a letter of apology;
- c) publication of a letter of reprimand or request for apology and the Member's response;
- d) suspension or removal of the appointment of a Member as the Chief Elected Official under s. 150(2) of the Act;
- e) suspension or removal of the appointment of a Member as the Deputy Chief Elected Official under s. 152 of the Act;
- f) suspension or removal of the Chief Elected Official's presiding duties under s. 154 of the Act;
- g) suspension or removal from some or all Council committees and bodies to which Council has the right to appoint members;
- h) reduction or suspension of remuneration as defined in s. 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at Council meetings;

A decision to apply one or more of the sanctions detailed above requires a simple majority of Council directing the Member to do all or some of the sanctions.

All discussions surrounding allegations and substantiated violations of this Bylaw shall be conducted at an In-Camera meeting of Council only, with the information being kept in confidence under the appropriate sections of the *Municipal Government Act* and *The Freedom of Information of Protection of Privacy Act*.

The results of an investigation by the Commissioner and the imposition (or lack of the imposition) of sanctions by Council or the Commissioner have no appeal mechanism and are to be considered final.

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A BYLAW OF THE SUMMER VILLAGE OF SILVER SANDS, IN THE PROVINCE OF ALBERTA, FOR THE ESTABLISHMENT AND REVIEW OF THE BYLAW ENFORCEMENT OFFICER POSITION WITHIN THE MUNICIPALITY

WHEREAS, PURSUANT TO Part 2 of the Municipal Government Act, being Chapter M-26 R.S.A 2000 and amendments thereto, Council may enact a Bylaw;

AND WHEREAS PURSUANT TO Part 13 Section 556 of the Municipal Government Act, being Chapter M26 R.S.A 2000 and amendments thereto, the municipality must pass a bylaw relating to the establishment, designation of powers and duties, and review of the position of a Bylaw Enforcement Officer;

AND WHEREAS the Council of the Summer Village of Silver Sands deems it proper and expedient to pass such a Bylaw;

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

1. TITLE

- 1.1 This Bylaw may be cited as "Bylaw Enforcement Officer Bylaw"

2. DEFINITIONS

- 1.1 "Bad Faith" means filing the complaint with intentional dishonesty or with the intent to mislead,
- 1.2 "Bylaw" means a Bylaw or any of the Bylaws of the Municipality,
- 1.3 "Bylaw Enforcement Officer" means a person appointed to the position of Bylaw Enforcement Officer for the Summer Village of Silver Sands and who has taken the oath prescribed by the Oaths of Office Act,
- 1.4 "Chief Administrative Officer" means the Chief Administrative Officer of the municipality or their designate,
- 1.5 "Council" means the municipal council of the Summer Village of Silver Sands,
- 1.6 "Frivolous" means a complaint made merely to harass or embarrass the responding party,

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- 1.7 "Misuse of Power" of the Bylaw Enforcement Officer shall mean any one or more of the following:
- i. Failure to perform the duties of the office as required by law;
 - ii. Failure to carry out the duties and responsibilities granted to the position of Bylaw Enforcement Officer in their appointment to the office,
- 1.8 "Municipality" shall mean the Summer Village of Silver Sands,
- 1.9 "Vexatious" means a complaint that has no basis in fact or reason, with its purpose to bother, annoy, and or embarrass the Bylaw Enforcement Officer or the Municipality.

3. ESTABLISHMENT OF THE POSITION

- 1.1 The Position of Bylaw Enforcement Officer for the Summer Village of Silver Sands is hereby established.

4. POWERS AND DUTIES OF THE BYLAW ENFORCEMENT OFFICER

- 1.1 The Powers and Duties of the Bylaw Enforcement Officer for the Summer Village of Silver Sands shall be:
- 1.2 To enforce the municipal bylaws with the boundaries of the municipality;
- 1.3 To follow the direction of the Chief Administrative Officer and to report the Chief Administrative Officer as required;
- 1.4 To respond and investigate complaints related to animal control/dangerous animals, invasive animals, untidy/unsightly , noise, parking, traffic and various other municipal bylaws currently existing or as may lawfully arise, whether those complaints arise from the public or the municipality through the Chief Administrative Officer, or designate;
- 1.5 To conduct routine patrols of the municipality;
- 1.6 To issue notices, tickets, and/or tags, as may be appropriate;
- 1.7 To assist in the prosecution of bylaw contravention, including appearing in court to provide evidence as may be required;

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- 1.8 To perform all other duties as may be assigned by the Chief Administrative Officer from time to time;
- 1.9 To take the Oath of Office as prescribed by the Oaths of Office Act upon being appointed to the office of Bylaw Enforcement Officer and to carry about their person at all such times when acting as Bylaw Enforcement Officer evidence in writing of their appointment and authorities;
- 1.10 The Bylaw Enforcement Officer will be a Designated Officer of the municipality for the purpose of enforcement of orders under section 545 and 546 of the Municipal government Act.

5. COMPLAINTS

- 1.1 In order to ensure a transparent and accountable bylaw enforcement mechanism within the municipality, as is required under the Municipal Government Act, the Summer Village of Silver Sands hereby established the following to receive, review and process complaints:
 - i. Any complaint pertaining to the misuse of power by the Bylaw Enforcement Officer shall be dealt with in accordance with the provisions set out in this section and shall be forwarded directly to the Chief Administrative Officer for review and action;
 - ii. All complaints shall be in writing and addressed to the Chief Administrative Officer;
 - iii. Upon receipt of any complaint, the complaint shall be immediately forwarded to the Chief Administrative Officer;
 - iv. The Chief Administrative Officer shall provide to the complainant within thirty (30) days, in writing, acknowledgement that the complaint has been received;
 - v. The Chief Administrative Officer shall notify the Bylaw Enforcement Officer involved in the complaint when appropriate. In situations where such notification may unduly influence or negatively impact an internal investigation or place the complainant in an unduly unfavourable position, the Bylaw Enforcement Officer's notification may be delayed for a period of time at the discretion of the Chief Administrative Officer.

6. INVESTIGATIONS

- 1.1 In determining the validity of a Complaint, the Chief Administrative Officer, or their designate, shall conduct an investigation by the following method:

Municipal Government Act RSA 2000 Chapter M-26
Part 11 Section 454-456

- i. An interview shall be conducted with the complainant, any witness the Bylaw Enforcement Officer(s) involved, if they so consent, and any other person who may have knowledge relevant to the occurrence, and the statements of these people shall be taken for the record;
- ii. The Bylaw Enforcement Officer(s) shall be allowed the opportunity to make a full response to the allegations and investigations. The response shall be in writing and directed to the Chief Administrative Officer;
- iii. Upon receiving the Bylaw Enforcement Officer's response and any other information the Chief Administrative Officer believes necessary or appropriate in the circumstance to determine the facts, the Chief Administrative Officer shall either dismiss the complaint as unfounded or as unsubstantiated, or find that the Bylaw Enforcement Officer has misused their power;
- iv. If the Chief Administrative Officer determines that a misuse of power occurred, the appropriate corrective disciplinary measures shall be commenced.
- v. Upon conclusion of the investigation, the Chief Administrative Officer shall provide notice in writing within five (5) business days to the Bylaw Enforcement Officer of the allegations made and the findings of the investigation;
- vi. The Chief Administrative Officer may choose not to investigate a complaint if it is, in the opinion of the Chief Administrative Officer, that the Complaint falls into one of the noted categories, as defined in this Bylaw:
 - a. Frivolous,
 - b. Vexatious
 - c. Bad Faith
- vii. Where a Complaint is not investigated for any of the noted reasons under 6.1.1(vi.), above, the Chief Administrative Officer shall explain the rationale for this conclusion in writing and provide this to the Complainant, along with the advice that they may appeal this decision directly to the Chief Administrative Officer for further review;
- viii. The Chief Administrative Officer may resolve complaints informally, arriving at a solution that is satisfactory to the Complainant and the Bylaw Enforcement Officer against whom the Complaint is directed. Written notice that the Complaint has been so resolved will be provided to the Complainant within five (5) business days.

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7. DISCIPLINARY ACTION

- 1.1 If it has been determined that a misuse of power has been committed by the Bylaw Enforcement Officer, any one of the following measures may be taken by the Chief Administrative Officer:
- i) A Warning;
 - ii) A Written Reprimand;
 - iii) Forfeiture of Hours of Work Accumulated Through Overtime, Not Exceeding Ten(10) Hours;
 - iv) Suspension From Duties Without Pay For A Period Not to Exceed Ten (10) Hours of Work;
 - v) Dismissal.
- 1.2 If the disciplinary action is dismissal, the Chief Administrative Officer may, at their sole discretion, offer the Bylaw Enforcement Officer the opportunity to resign from their office within a specified amount of time determined by the Chief Administrative Officer, rather than being dismissed, if the situation so warrants.
- 1.3 Where a Bylaw Enforcement Officer is found to have misused their power but on appeal is found that they have not misused their power, any disciplinary action imposed on the Bylaw Enforcement Officer shall be rescinded and any pay, benefits, or time forfeited or lost because of a suspension shall be returned to the Bylaw Enforcement Officer.
- 1.4 Where requested in writing by the Bylaw Enforcement Officer, the Employer shall provide the Bylaw Enforcement Officer with a copy of the transcript and any documents and reports used in the Bylaw Enforcement Officer's hearing.
- 1.5 When a period of three (3) years has elapsed from the day an official warning or reprimand was issued to a Bylaw Officer, the official warning shall:
- i) Be removed from the Bylaw Enforcement Officer's file and destroyed, and
 - ii) Not be used or referred to in any future proceedings respecting that Bylaw Enforcement Officer.
- 1.6 When a period of five (5) years has elapsed from the day the disciplinary action was imposed on a Bylaw Enforcement Officer, any record of the disciplinary

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proceedings respecting the discipline or contravention shall:

- i. Be removed from the Bylaw Enforcement Officer's file and destroyed, and
- ii. Not be used or referred to in any future proceedings respecting the Bylaw Enforcement Officer.

8. APPEAL PROCEDURES

- 1.1 A Bylaw Enforcement Officer may appeal in writing the decision of the Chief Administrative Officer within thirty (30) days from the day that the final notification is received by the Bylaw Enforcement Officer.
- 1.2 Where it is alleged that a Bylaw Enforcement Officer, in carrying out his/her duties is guilty of misconduct as set out in this Bylaw, and wishes to appeal, the Chief Administrative Officer shall appoint an investigator to investigate such allegations, with such investigation to include:
 - a) acknowledging receipt of any complaint received by the complainant, if the allegation stems from a complaint;
 - b) meeting with the Bylaw Enforcement Officer alleged to have committed such misconduct and (if applicable) the complainant or other persons the investigator in his or her sole discretion considers to have information necessary to assess the allegations;
 - c) informing the Bylaw Enforcement Officer of the facts in the investigator's possession or of the allegations received in sufficient detail to:
 - i) permit him/her to understand the facts or allegations;
 - ii) afford him/her a reasonable opportunity to respond to the allegations, including to furnish relevant evidence and to contradict or explain the facts or allegations; and
 - iii) to provide the Bylaw Enforcement Officer or his/her representative an adequate opportunity to make representations in writing to the investigator if they elect to do so

9. DECISION

At the conclusion of the investigation, the investigator shall issue a decision in writing, with reasons, either dismissing the allegation, or confirming that the Bylaw

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Enforcement Officer has committed misconduct in carrying out his/her duties. If there is a finding of misconduct, the investigator shall also set out whether disciplinary action, including any of the following, shall apply:

- (a) reprimand in writing the Bylaw Enforcement Officer
- (b) suspend without pay the Bylaw Enforcement Officer from acting as a Bylaw Enforcement Officer for the Summer Village for a term not to exceed six months; or
- (c) terminate the appointment of the Bylaw Enforcement Officer.

10. COMING INTO FORCE

This Bylaw repeals Bylaw 164-2001 and comes into full force and effect upon the third and final reading and signing of this Bylaw.

READ a first time this day of , 2024.

READ a second time this day of , 2024.

UNANIMOUS CONSENT to proceed to third reading day of , 2024.

READ a third and final time this day of , 2024.

SIGNED this day of , 2024.

Mayor, Bernie Poulin

Chief Administrative Officer, Wendy Wildman



Existing

SUMMER VILLAGE OF SILVER SANDS
BYLAW 164

Being a Bylaw of the Summer Village of Silver Sands, in the Province of Alberta, for the purpose of authorizing the establishment of a Bylaw Enforcement Officer Bylaw.

WHEREAS, under the Authority of Section 556 of the Municipal Government Act, being Chapter M-26.1 Statutes of Alberta, 1994 and amendments thereto, the Council of the Summer Village of Silver Sands, in the Province of Alberta, duly assembled, enacts as follows:

- 1) Definition: in this Bylaw
 - a) "Bylaw" means Bylaws of the municipality;
 - b) "Bylaw Enforcement Officer" means a person appointed as such by council;
 - c) "Chief Administrative Officer" is the administrative head of the municipality;
 - d) "Council" means Council of the Municipality;
 - e) "Municipality" means the Summer Village of Silver Sands.

- 2) The powers and duties of a Bylaw Enforcement Officer are as follows:
 - a) To enforce the bylaws which Council has authorized the Bylaw Enforcement Officer to enforce within the boundaries of the municipality;
 - b) To follow the directions of the Chief Administrative Officer and to report to the Chief Administrative Officer as required by her;
 - c) To respond to and investigate complaints related to animal control, as well as respond to and investigate contravention of others bylaws of the Municipality, when specifically directed to do so by the Chief Administrative Officer.
 - d) To conduct routine patrols;
 - e) To issue notices, tickets or tags;
 - f) To assist in the prosecution of bylaw contravention including appearances in court to provide evidence;
 - g) To perform all other duties as may from time to time be assigned by the Chief Administrative Officer;
 - h) To take the official oath prescribed by the Oaths of Office Act upon being appointed as a Bylaw Enforcement Officer and to carry upon his person at all such times as he is acting as a Bylaw Enforcement Officer evidence in writing of his appointment as a Bylaw Enforcement Officer of the Municipality.

- 3) Where it is alleged that a Bylaw Enforcement Officer, in carrying his duties as a peace officer has committed a disciplinary default as defined by the bylaw, the Chief Administrative Officer shall hold a hearing to determine if the Bylaw Enforcement Officer has committed a disciplinary default in carrying out his duties as a peace officer.

- 4) Where the Chief Administrative Officer intends to carry out a hearing to determine whether a Bylaw Enforcement Officer has committed a disciplinary breach, the following procedure shall be followed:
 - a) Adequate notice (a minimum of 2 days) in writing shall be given to the Bylaw Enforcement Officer who is alleged to have committed a disciplinary breach and to such other parties the Chief Administrative Officer considers to be affected by the alleged disciplinary breach.
 - b) At the hearing the Chief Administrative Officer shall give the Bylaw Enforcement Officer a reasonable opportunity of furnishing relevant evidence;
 - c) The Chief Administrative Officer shall inform the Bylaw Enforcement Officer of the facts in his possession or the allegations made to him in sufficient detail to:

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- i) permit him to understand the facts or allegations; and afford him a reasonable opportunity to furnish relevant evidence to contradict or explain the facts or allegations.
 - d) The Chief Administrative Officer shall give the Bylaw Enforcement Officer or his representative an adequate opportunity of making representation by way of argument to the Chief Administrative Officer.
- 5) At the conclusion of a hearing to determine whether there has been a disciplinary breach, the Chief Administrative Officer may, by a decision in writing with reasons, do the following:
 - a) Reprimand in writing the Bylaw Enforcement Officer;
 - b) Suspend the Bylaw Enforcement Officer from acting as a Bylaw Enforcement Officer for the municipality, but such period of suspension shall not exceed 6 months.
 - c) Recommend to Council that the appointment of the Bylaw Enforcement Officer be terminated.
- 6) An appeal from the decision of the Chief Administrative Officer may be commenced by the Bylaw Enforcement Officer who is the subject of the disciplinary hearing by filing a written notice of the appeal with the Mayor within 14 days of the receipt of the Bylaw Enforcement Officer of the written decision of the Chief Administrative Officer.
- 7) Council shall hold a hearing into the appeal within 45 days of the receipt of the appeal by the Mayor.
- 8) Council shall give reasonable notice of the hearing to the appellant, to the Chief Administrative Officer and to such other parties as considered to be affected by the hearing.
- 9) In conducting a hearing, Council shall follow, with necessary modification being made, the procedure set out in Clause 4 of the bylaw.
- 10) In determining an appeal, Council may confirm, revoke or vary the decision or any conditions attached to a decision by the Chief Administrative Officer and may:
 - a) Reprimand in writing the Bylaw Enforcement Officer;
 - b) Suspend the Bylaw Enforcement Officer from acting as a Bylaw Enforcement Officer for the municipality but such suspension shall not exceed 6 months.
 - c) Council may determine that the appointment of the person as a Bylaw Enforcement Officer be terminated.
- 11) Council's decision shall be in writing with reasons and shall be made within 15 days of the conclusion of the hearing.
- 12) For purposes of this bylaw, the following shall be disciplinary defaults:
Discreditable conduct, where the Bylaw Enforcement Officer:
 - i) acts in a disorderly or inappropriate manner, or in a manner prejudicial to discipline or likely to bring discredit upon the reputation of bylaw enforcement officers,
 - ii) uses oppressive or tyrannical conduct towards an inferior rank,
 - iii) uses profane, abusive or insulting language to any member of a police force, special constable or bylaw enforcement officer,
 - iv) willfully or negligently makes any false complaint or statement against a peace officer,

- v) is guilty of an indictable offence under a federal statute or an offence punishable upon summary conviction under the Criminal Code (Canada)
 - vi) withholds or suppresses a complaint or report against a peace officer, or
 - vii) abets, connives or is knowingly an accessory to a general default described in this bylaw.
- b) Insubordination, where the Bylaw Enforcement Officer by work or action, and without lawful excuse, disobeys, omits or neglects to carry out any lawful order;
- c) Neglect of duty, where the Bylaw Enforcement Officer;
- i) without lawful excuse neglects or omits promptly and diligently to perform a duty as a bylaw enforcement officer,
 - ii) fails to work in accordance with orders, or leaves an area, detail or other place of duty without due permission or sufficient cause,
 - iii) fails, when knowing where an offender is to be found to report him, or
 - iv) fails to report a matter that it is his duty to report.
- d) Deceit, where the Bylaw Enforcement Officer,
- i) knowingly makes or signs a false statement in an official document or book.
 - ii) willfully or negligently makes a false, misleading or inaccurate statement pertaining to official duties, or
 - iii) without lawful excuse destroys, mutilates or conceals an official document or record or alters or erases any entry therein;
- e) Breach of confidence, where the Bylaw Enforcement Officer
- i) divulges any matter which it is his duty to keep secret,
 - ii) gives notice, directly or indirectly, to any person against whom any warrant or summons has been or is about to be issued, except in the lawful execution of such warrant or service of such summons, or
 - iii) without proper authorization from a superior or in contravention of any rules of the Chief Administrative Officer communicates to the news media or to any unauthorized person any law enforcement matter which could be injurious to any person or investigation,
 - iv) without proper authorization for the Chief Administrative Officer shows to any person not a peace officer or any unauthorized member of the bylaw enforcement officer group any book or written or printed paper, document or report relating to any law enforcement matter that is the property of or in the custody of the employer or the Bylaw Enforcement Officer, or,
 - v) makes any anonymous communication to the Chief Administrative Officer.
- f) Corrupt practice, where the Bylaw Enforcement Officer
- i) fails to account for or to make a prompt, true return to money or property received in an official capacity,
 - ii) directly or indirectly solicits or receives a gratuity, present, pass, subscription or testimonial without the consent of the Chief Administrative Officer,
 - iii) places himself under a pecuniary or other obligation to a person in respect of whose conduct or business operation or employment the member may likely have to report or give evidence, or
 - iv) improperly uses his position as a bylaw enforcement officer for private advantage.
- g) Unlawful or unnecessary exercise of authority, where the Bylaw Enforcement Officer is unnecessarily discourteous or uncivil to a member of the public;
- h) Consuming intoxicating liquor or drugs in a manner prejudicial to duty, where the Bylaw Enforcement Officer:

Existing
Bylaw

- i) while on duty is unfit for duty through consuming intoxicating liquor or drugs,
- ii) reports for duty and is unfit for duty through consuming intoxicating liquor or drugs,
- iii) except with the consent of a superior or in the discharge of duty, consumes or receives from any other person intoxicating liquor or drugs while on duty, or
- iv) demands, persuades or attempts to persuade another person to give or purchase or obtain for the Bylaw Enforcement Officer while on duty, any intoxicating liquor or drugs.

This bylaw comes into force upon the date of final passing.

FIRST READING CARRIED 28th day of June 2001.

SECOND READING CARRIED 28th day of June 2001.

UNANIMOUSLY CONSENTED TO AND PASSED AT THIRD READING THE 28th day of June 2001.

Mayor

Municipal Manager

TS

Re: silver sands golf course taxes

wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>

Tue 2024-07-23 1:59 PM

To:ron.silversands@

Cc:berniepoulin@icloud.com <berniepoulin@icloud.com>;Graeme Home <gsh@silver-sands.com>;
<lizturnbull@telusmail.net>;Summer Village Office <administration@wildwillowenterprises.com>

Council I will put this on your next agenda for consideration

Wendy

Sent from my iPhone

On Jul 23, 2024, at 12:43 PM, ron.silversands@gmail.com wrote:

Hi Council

I just received yesterday in the mail my fourth tax notice with a late penalty. I received the other 3 quite some time ago and paid them on time. I have paid this one last night less the penalty. I never did receive it in the mail with the first mail outs. I would kindly ask council to waive the late fee.

Ron Roberts

Silver Sands Golf Resort

\$ 83 78

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Forest Resource Improvement Association of Alberta

COMMUNITY FIREGUARD PROGRAM (CFP) REFERENCE: FRIAA-CFP AUGUST 2024 PHASE 1: PLANNING

REQUEST FOR PROPOSALS

Issue Date: August 14, 2024

Closing Date/Time: September 13, 2024 – 14:00 pm

Information Session: August 20, 2024

Submission Portal: <https://friaa.ab.ca/program-submissions/>

Telephone: 780-429-5873

Inquiry Email: admin@friaa.ab.ca

Website Information: www.friaa.ab.ca

Mailing: Box 11094
Main Post Office
Edmonton, AB T5J 3K4

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1. INTRODUCTION

- 1.1 The Forest Resource Improvement Association of Alberta ("FRIAA") was established in 1997 to promote and initiate projects that enhance Alberta's Forest resources. In keeping with this primary purpose, FRIAA entered into a Grant Agreement with the Government of Alberta ("GOA") to deliver the Community Fireguard Program (the "CFP").
- 1.2 The purpose of the CFP is to support the Provincial FireSmart Program initiative by funding the construction of community fireguards that provide for enhanced public safety and improved protection of at-risk communities.
- 1.3 FRIAA is inviting prospective applicants to submit Proposals under the CFP. The following information outlines the intent of this Request for Proposals ("RFP") process and provides instructions to prospective applicants who wish to submit a Proposal under this RFP.
- 1.4 Under the CFP, the following activities ("**Eligible Activities**") may be considered by an applicant:
- (a) Planning (e.g., design, technical review, mapping, ground truthing, permitting, consultation);
 - (b) Vegetation/Fuel management (e.g., complete vegetation removal in the construction of fireguards/fuel breaks including maintenance activities such as agricultural grazing);
 - (c) Public education (e.g., increasing awareness regarding wildfire threat and application of FireSmart principles regarding fireguards/fuel breaks in the form of public presentation, open house, local advertising, etc.);
 - (d) Inter-agency cooperation and cross-training (e.g., regarding sprinkler deployment on a fireguard);
 - (e) Legislation and planning (e.g., review provincial and municipal legislation, land-use bylaws, and plans, regarding a community fireguard); and,
 - (f) such other activities as may from time to time be agreed to in writing by Alberta Forestry and Parks and FRIAA (e.g., activities and costs associated with establishing grazing areas).
- 1.5 FRIAA is requesting prospective applicants to submit a three-phase proposal under this RFP.
- (a) **Phase 1: Planning** Initial work plan and budget for approval (e.g., planning, mapping, ground truthing, permitting, consultation). Short-listed applicants will be invited to submit proposals for Phases 2 and 3 subject to available funding.
 - (b) **Phase 2: Fireguard/Fuel Break Construction** (e.g., land clearing, timber harvest, debris disposal).
 - (c) **Phase 3: Grazing Site Preparations** (e.g., grubbing/stumping, debris disposal, fencing, seeding).
- 1.6 This RFP is open to any municipality; Alberta First Nation; Métis Settlement, Co-operative, Enterprise or Local, and is focussed on vegetation/fuel management projects relating to the construction of fireguards/fuel breaks.

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- 1.7 Proposals will be approved subject to available CFP funds.
- 1.8 FRIAA Field Liaison representatives are available to discuss your project details to provide independent technical insights that may help facilitate the development of a strong Proposal. Please contact the representative in the area of your proposed project, by approximate geographic area (subject to change):
- (a) Andy Gesner
andy.gesner@friaa.ab.ca
780.404.6944
Fort McMurray, Lac La Biche, Slave Lake, Whitecourt
 - (b) Rick Arthur
rick.arthur@friaa.ab.ca
403.489.2026
Edson, Rocky Mountain House, Calgary
 - (c) Wes Nimco
wes.nimco@friaa.ab.ca
780.689.9073
High Level, Peace River, Grande Prairie

2. PROPOSAL REQUIREMENTS

- 2.1 Applicants are advised to pay careful attention to the information provided in this RFP. Failure to satisfy any term, condition or mandatory requirement of this RFP may result in delay or rejection of the Proposal.
- 2.2 Proposals must be clear and well-written and must concisely describe the components of the proposed project, including each of the program proposal requirements set out in subsections 2.3 and 2.4 below (collectively the “**Program Proposal Requirements**”), using the application form and template as provided by FRIAA.
- 2.3 **Application Form**
- (a) Provide a project title specific to your project location and discipline.
 - (b) Provide contact information for the Authorized Representative (name, title, phone number, email, and address) of the 1) applicant organization and the individual(s) authorized to represent the applicant and commit the applicant to the execution of a Project Grant Agreement and 2) the individual who will manage the Project.
 - (c) Indicate the duration of Phase 1 of your proposed project and the amount of funding required to complete Phase 1 of the proposed project.
Indicate the anticipated duration and the estimated amount of funding required to complete Phase 2 of the proposed project.
Indicate the anticipated duration and the estimated amount of funding required to complete Phase 3 of the proposed project.

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- (d) Include the appropriate attachment required below, and have an Authorized Representative sign the applicant acknowledgement set out on the application form. Applications from:
- (i) Municipalities must be accompanied by properly executed Municipal Council Resolution;
 - (ii) First Nations must be accompanied by a properly executed Band Council Resolution; and,
 - (iii) Métis Settlements must be accompanied by a properly executed Settlement Council Resolution and applications from Co-operatives, Enterprises or Community Locals must be signed by the President.

2.4 Template

- (a) Describe the project overview.
- (b) Describe the adjacent community(ies) and geographic area to be covered by the project and include an overview map for the planned area(s), clearly identifying the proposed fire guard boundaries.
- (c) Provide a description of the project approach and project work plan.
 - (i) Describe the detailed approach for Phase 1 of the proposed project, with a high-level overview for Phases 2 and 3.
 - (ii) Provide a chronological work plan and timeline for each Phase, with additional detail provided for Phase 1, including: major tasks, milestones, dependencies, start and end dates, and deliverables.
 - (iii) Describe the permits, licences and authorizations required to undertake the proposed project and the process that the applicant will undertake to obtain approval to complete the project. These will be acquired during Phase 1, though may not be needed until the development of Phase 2 or even Phase 3. (**Note:** development on Crown land will likely require a Temporary Field Authorization (TFA), acquisition of a Vegetation Control Easement (VCE), consultation as directed by the Aboriginal Consultation Office (ACO), payment of Timber Damage Assessment(s) (TDA), etc. Include a cost allowance in your Phase 2 budget estimation for these processes.)
- (d) Describe how the community and stakeholders (including government entities in the community) will be involved in the project. Indicate how community members will be advised of and/or engaged in the proposed project. Describe the impacts on other resources or land users. Describe the communication milestones planned for the proposed project, detailing the sequence, timing, and duration of related activities.
- (e) Describe the involvement of the regional Wildfire Management Branch (Alberta Forestry and Parks) in Phase 1 of the proposed project, regarding the technical design of the fireguard.

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- (f) Describe the involvement of the regional Public Lands Branch in Phase 1 of the proposed project regarding the feasibility of grazing livestock on the fireguard.
- (g) Describe the project management and processes in place to ensure that the Project is completed on time, including the measures in place for quality control (e.g., a technical review, regulatory approvals for lands and grazing, communications, data), cost control/tracking, safety, and adequate reporting to FRIAA. Identify the person(s) responsible by name or role.
- (h) Describe the anticipated Project outcomes in terms of measurable results. Additional required deliverables are outlined below. Quantify specific outcomes (e.g., number of hectares cleared for the fireguard and if applicable, what kind/how many livestock are expected to graze on-site).
- (i) **PHASE 1 DELIVERABLES:**
- 1) Overview map of the proposed fireguard;
 - 2) Shapefile or geodatabase of the proposed fireguard boundary;
 - 3) Wildfire Management Branch technical review and approval of the fireguard boundary (required);
 - 4) Public Lands technical review and approval of a grazing suitability assessment (required), if grazing is planned;
 - 5) A vegetation management plan (for maintenance options other than grazing);
 - 6) Detailed cost estimate and budget breakdown for Phase 2 clearing;
 - 7) Projects that involve harvesting of merchantable timber or biomass may only claim incremental costs of harvesting activities. Describe how the merchantable fibre will be sold or allocated. Revenue generated from the sale of timber or biomass must be returned to the project budget in Phase 2.
 - 8) Detailed timeline, milestones, dependencies and start and end dates for Phase 2;
 - 9) Refined cost estimate and timeline for Phase 3 activities, if planned; and,
 - 10) Summary report including activities completed (e.g., approvals, consultation events, ha planned), costs to-date with supporting contractor invoices.
- (ii) **ANTICIPATED PHASE 2 DELIVERABLES:**
- 1) Overview map of constructed fireguard boundary, site improvements (e.g., dugouts);
 - 2) Shapefile or geodatabase of constructed fireguard boundary and site improvements (e.g., dugouts) in the FRIAA FireSmart format as specified on the FRIAA website;
 - 3) Detailed cost estimate and budget breakdown for Phase 3 site preparation for grazing;
 - 4) Detailed timeline, milestones, dependencies and start and end dates for Phase 3; and,
 - 5) Summary report including hectares cleared, volume of timber salvaged, costs to-date with supporting contractor invoices.

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- (iii) **ANTICIPATED PHASE 3 DELIVERABLES:**
- 1) Overview map of grazing area boundary, treatments (e.g., seeding), and site improvements (e.g., dugouts, cattleguards, gates, fencing);
 - 2) Shapefile or geodatabase of grazing area boundary, treatments (e.g., seeding), and site improvements (e.g., dugouts, cattleguards, gates, fencing); and,
 - 3) Summary report including hectares treated (e.g., grubbed and/or seeded), costs to-date with supporting contractor invoices.
- (i) Description of funding requested and overall budget for the three Phases (detail provided per Section 1.5);
- (i) Describe the project budget and the funding requested from FRIAA for Phase 1 (Planning) activities. The funding committed in Phase 1 will be reimbursed up to the maximum approved amount, inclusive of GST on third-party invoices. Proposed costs for activities must contain sufficient detail (e.g., unit costs and estimated number of units) to allow for assessment that they are transparent, competitive, and consistent with fair-market value principles. Generalized administration fees, contingency fees and “percentage markup” will not be accepted (build this into your maximum price). Demonstrate your understanding of the steps to complete the project.
- 1) Describe the process used to determine that budget costs represent market value for the activities proposed (e.g., bid tenders, market survey, etc.).
 - 2) Describe and quantify the value of in-kind resources that will directly contribute to the activities proposed. “In-kind” can include administration, supervision, project management and quality control time, equipment such as trucks, tools, fuel, uniforms, Personal Protective Equipment (PPE), training materials and resources, advertising costs and materials, financial contributions etc.
 - 3) Describe other funding sources that will contribute to the overall Project budget and the amount of those funds. Sources include financial contribution by the applicant or other stakeholders.
- (ii) Provide a cost breakdown for the anticipated work in Phases 2 (Clearing) and 3 (Grazing Site Preparation). The preliminary budget for Phases 2 and 3 should include a cost “best estimate” and include a brief description of the work plan approach for clearing, salvage wood sales, debris disposal, proposed equipment (e.g., feller buncher, mulcher), and site preparation for grazing. Note: potential project funding for Phases 2 and 3 is subject to the submission and approval of detailed proposals respectively, (if the Applicant is short-listed), and to funding availability.
- (j) Describe the local employment created in terms of financial impact to local citizens or businesses.
- (k) Propose a Progress Reporting schedule related to the work schedule and completion of project milestones.
- (l) Propose a Payment Schedule for making grant payment claims, in conjunction with the proposed progress reporting schedule.

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- (m) Provide any additional information to support your Proposal.

3. PROPOSAL ADJUDICATION CRITERIA

3.1 Proposals shall be reviewed, evaluated, and recommended by an expert panel ("**Expert Panel**") to the FRIAA Board of Directors (the "**Board**") for approval based on the following criteria:

- (a) Proposals must use the application form and follow the template provided for this RFP.
- (b) Priority will be given to Proposals that support:
 - (i) enhanced public safety and improved protection of at-risk communities in the Forest Protection Area;
 - (ii) planned fireguard boundaries directly adjacent to communities for optimal benefits;
 - (iii) projects with municipal/community support and acceptance, based on community ownership of past FireSmart activities;
 - (iv) projects that leverage FRIAA funding with other sources of funding, including significant in-kind support;
 - (v) livestock grazing as a means of ongoing and longer-term vegetation management on the sites and local economic development opportunities; and,
 - (vi) local contractors and labour.
- (c) The expenses set out in the Proposal must be reasonable in all circumstances and must not exceed the fair market value of the goods and services being provided.
- (d) The applicant must be able to complete the project economically and efficiently, and in considering these criteria, the Expert Panel and the Board may consider the following:
 - (i) The applicant's proximity to the location of the proposed project;
 - (ii) The applicant's experience in performing such projects;
 - (iii) Whether the applicant has, in the past, successfully completed projects funded by FRIAA;
 - (iv) The amount of leverage by way of in-kind contributions of labour, equipment or other resources by the applicant that are directly applicable to the proposed project. Note: The proposed budget must not allocate any FRIAA funds for existing staff or resources of the applicant; and,
 - (v) The amount of leverage in direct funding secured by the applicant for the proposed project.
- (e) COR, SECOR or equivalent safety certification and a minimum of \$5 million of liability insurance will be required for Phase 1. Note: Phases 2 and 3 will require \$10 million of liability insurance.

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- (f) The proposed project must not be located on private land or lands under federal jurisdiction, except that the proposed project may be located on a Reserve or on Métis Settlement, Cooperative, Enterprise or Community Local lands.
- (g) The proposed project must not include any prospective, in-progress or completed work under the Provincial FireSmart Program or the FRIAA FireSmart Program.
- (h) The proposed project must not involve work that will have a significant adverse impact on other forest resources or the environment as a whole and the applicant must agree to carry out the proposed project in an environmentally responsible manner.
- (i) The proposed project must not be contrary to the provisions of relevant regulations or legislation or the objects of FRIAA, or FRIAA's bylaws.
- (j) The proposed project must not include any work that is, in the opinion of FRIAA, a responsibility of a timber disposition holder or constitutes a subsidy to the forest industry.

4. COMMUNITY FIREGUARD PROGRAM OUTLINE

- 4.1 The [full text](#) of the Program Outline for the CFP is available on FRIAA's website (www.friaa.ab.ca).

5. LEGAL NOTICE

- 5.1 By submitting a Proposal, you confirm that you have read, understand, and accept the information contained in this RFP and, that each of you, the applicant and all individuals and entities that collaborate or are otherwise involved in the preparation of the Proposal or the delivery of the proposed project ("**Project Partners**") agree as follows:
- (a) FRIAA may at any time withdraw, suspend, cancel, terminate, amend, or alter all or any portion of this RFP, including but not limited to the Program Proposal Requirements, the Proposal process, and the Proposal adjudication criteria.
 - (b) FRIAA reserves the unqualified right to accept or reject any or all Proposals for any reason. FRIAA is not required to accept any Proposals nor is it required to accept any Proposal recommended for funding by the Expert Panel.
 - (c) The final decision with respect to the Proposals rests solely with the Board. The Expert Panel's evaluation of the Proposals may be based on, but is not in any way limited to, the criteria set out in this RFP. The Board may consider any criteria determined by FRIAA to be relevant to FRIAA's mandate, regardless of whether such additional criteria have been disclosed to the applicant.
 - (d) No conduct, act, or omission of FRIAA, or its directors, officers, consultants, project advisors, agents, servants and their respective successors and assigns (collectively the "**FRIAA Parties**") other than a written notice to the applicant in writing signed by an authorized person for FRIAA, will constitute an acceptance of a Proposal.
 - (e) Proposals that do not comply with the requirements described in this RFP may be rejected in whole or in part or not considered. FRIAA reserves the unqualified right to accept or reject a non-compliant Proposal.

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- (f) This RFP is an invitation for Proposals only. It is not an offer, and the submission of a Proposal does not create a contract or agreement of any kind between FRIAA and the applicant.
- (g) Acceptance of a Proposal does not create a binding contract between FRIAA and the applicant. FRIAA shall not be obligated in any manner whatsoever to any applicant until a written agreement between FRIAA and the applicant ("**Project Grant Agreement**") has been duly executed relating to an approved Proposal.
- (h) As between the parties, the Proposal and all documents and materials you submit to FRIAA in connection with the Proposal and this RFP and all intellectual property in and to the foregoing are the exclusive property of FRIAA immediately upon delivery to FRIAA. For clarity, this refers to the materials themselves, not to any technology or innovations disclosed or discussed in them. Intellectual property developed during the course of the project will be addressed through the Project Grant Agreement and will normally be owned by the applicant.
- (i) You, the applicant, and any Project Partners will keep this RFP confidential and will not use, reproduce, or distribute it, any portion of it, or any data, information, drawings, or specifications included in or provided with it except as necessary to prepare a Proposal to FRIAA in response to it or to apply for additional third-party funding for the project.
- (j) You, the applicant, and any Project Partners will not make a claim against FRIAA or the FRIAA Parties for any reason whatsoever relating to this RFP. You are undertaking the expenditures required to prepare and submit a Proposal entirely at your own risk, and you waive any right and release FRIAA and the FRIAA Parties from any demands, liability, claim or recovery for costs, expenses, or damages incurred in connection with this RFP or any Proposal prepared in response to it, whether such right or claim arises in contract, negligence or otherwise.
- (k) FRIAA takes no responsibility for the accuracy of the information supplied during this RFP process by FRIAA or the FRIAA Parties.
- (l) Neither FRIAA nor any of the FRIAA Parties will have any liability whatsoever to you, the applicant, or any Project Partners, or any of them, in connection with this RFP or any Proposal prepared in response to it.
- (m) Upon acceptance of a Proposal by FRIAA, the applicant will be required to enter into a Project Grant Agreement with FRIAA, on substantially the same terms and conditions contained in the Project Grant Agreement provided during the RFP or available upon request.

6. INFORMATION SESSION

- 6.1 FRIAA will hold an Information Session by **virtual conference** to address questions that may arise with respect to this RFP on **August 20, 2024**. Applicants are highly encouraged phone in. Call-in information and the agenda for the session is posted on the FRIAA website.

7. PROPOSAL SUBMISSION

- 7.1 Proposals must be identified as follows: **FRIAA-CFP AUGUST 2024 PHASE 1: PLANNING**

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- 7.2 Proposals may be submitted on FRIAA's website portal at: <https://friaa.ab.ca/program-submissions/>. Only Proposals formatted in PDF or Microsoft Word will be accepted.
- 7.3 **Deadline for Proposals:** Only those Proposals received by **4:00 p.m.**, local Edmonton time, on **September 13, 2024**, will be accepted for evaluation at this time. Proposals received any time thereafter will not be accepted for evaluation.
- 7.4 FRIAA is not responsible for Proposals that are not received as the result of any delivery failure of any kind by any delivery service whatsoever. FRIAA is also not responsible for Proposals that are not received as the result of technological issues, including attachment size, internet, email or file transfer technology failure or any other logistical barrier which may impede electronic submission.

8. NEXT STEPS

- 8.1 An Expert Panel will review submitted Proposals and recommend proposed projects (Phase 1) to the FRIAA Board for approval of funding under the CFP. The Expert Panel is expected to meet by September 27, 2024.
- 8.2 Applicants will be notified of the acceptance or rejection of their respective Proposals (Phase 1) or requested to provide additional clarification or information as soon as is reasonably possible. This notification is expected to occur by October 25, 2024.

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2025 PROPOSED BUDGET FOR SV-REMP

SV REMP <summervillage.remp@gmail.com>

Mon 2024-08-19 2:58 PM

To: Ren Giesbrecht <renjgiesbrecht@gmail.com>; sandi benford <sandi.benford@gmail.com>
Cc: taraelwood@albertabeach.com <taraelwood@albertabeach.com>; s.tymafichuk@gmail.com <s.tymafichuk@gmail.com>; Marge Hanssen <marge.hanssen@svnakamun.com>; Dieter Brandt (Ross Haven) <dieter.brandt@rosshaven.ca>; Sneeks@hotmail.ca <Sneeks@hotmail.ca>; lizturnbull <lizturnbull@telusmail.net>; jon@riverside.com <jon@riverside.com>; r.montpellier@valquentin.ca <r.montpellier@valquentin.ca>; aboffice@albertabeach.com <aboffice@albertabeach.com>; cao@birchcove.ca <cao@birchcove.ca>; Dwight Moskalyk <cao@svnakamun.com>; Tony Sonnleitner <cao@rosshaven.ca>; Summer Village Office <administration@wildwillowenterprises.com>; Summer Village of South View <svsouthview@outlook.com>; svsunrisebeach wildwillowenterprises.com <svsunrisebeach@wildwillowenterprises.com>; cao@valquentin.com <cao@valquentin.com>; Summer Village of West Cove <svwestcove@outlook.com>

📎 2 attachments (119 KB)

_SV-2025 PROPOSED BUDGET.xlsx - 2025.pdf; SV-FINANCIAL 2024 REPORTS.xlsx;

I have been asked to provide an update of the financial status of the group to assist in your presentation/request to Council for approval of the requested 2025 Budget

Included are the following reports:

1. 2025 Proposed Budget Request
2. Accounts Receivable report
3. Financial Reports (see tabs at bottom)
 - Bank Statement
 - Expenses (where monies that have been spent have been allocated to)
 - 2024 Budget Status Review.

There are a couple of notes:

1. Nakamun Park did not receive a copy of their invoice, they have now received and it has been approved for payment (I will be picking it up 8-23-2024)
2. We have received \$3000.00 from our FRIAA Grant and have spent \$1000.00 for the First Responders Appreciation Dinner (as approved by Laura from FRIAA). Balance of funds will be used for purchase of laminated maps, volunteer safety shirts, etc.
3. For the 2025 Budget, Marlene and I have indicated to Ren and Sandi that we are willing to extend our contract for one additional year (December 2025) IF the Partnership wants to do this. We also agree to not request an increase in our contract fees for the DEM and Administration services.
We have increased the Mileage budgeted amount due to the amount of travelling to the Summer Villages and the high cost of fuel (of note is that Marlene and I do NOT receive any additional money above our contract amount when we attend meetings (hazard/risk assessments/community events/training/etc)

If you have any questions on this information, please do not hesitate to contact me

Thank you
SV-REMP
Janice Christiansen
Regional Director of Emergency Management
780-924-3195

Marlene Walsh, RDDEM
Regional Deputy Director of Emergency Management
Ste. Anne Summer Villages Regional Emergency Partnership



STE ANNE SUMMER VILLAGES REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP

2025 BUDGET (PROPOSED AS AT 2024 07 19)

REVENUE

based on 10 Partners

Member Contributions

Alberta Beach	\$3,900.00	
Birch Cove	\$3,900.00	
Nakamun Park	\$3,900.00	
Ross Haven	\$3,900.00	
Sandy Beach	\$3,900.00	
Silver Sands	\$3,900.00	
South View	\$3,900.00	
Sunrise Beach	\$3,900.00	
Val Quentin	\$3,900.00	
West Cove	\$3,900.00	\$39,000.00

EXPENDITURES:

Regional DEM	no increase from previous years	-\$18,000.00
Regional Deputy DEM	no increase from previous years	-\$16,000.00
Administration/Treasury	no increase from previous years	-\$2,000.00
Committee Honorarium	Meetings for Chair role and Sub-Committee's outside of regular meetings for all members (10 @\$75.00/meeting)	-\$750.00

MATERIALS

Facility Rental & Food	Training and Meetings	-\$450.00
Exercise	2025 Tabletop Exercise	-\$500.00
Exercise	Full Scale Joint Mutual Aid	\$0.00 Grant Funding
Mileage		-\$800.00
Subscriptions	Office Suite/Norton	-\$125.00
Office Supplies/copies	Paper, toner, photocopy services	-\$375.00
		-\$39,000.00

NET SURPLUS/DEFICIT

\$0.00

BANK

GIC'S

\$15,000.00

NOTE:

Additional approved \$10,000.00 GIC not completed due to inadequate funds available due to outstanding AR item (\$3500.00) & expenses incurred but not within approved

CASH FLOW:

TOTAL PROJECTED CASH ON HAND

S.V. OF SILVER SANDS
Monthly Financials



2024 Actuals
 (ending July) Variance % of
 Function

Income Function	2024 BUDGET			
Taxation Income				
Municipal Tax	310,643	310,643	0	100%
School Foundation Tax	168,185	168,185	0	100%
Minimum Tax (\$1,109 - 2024)	117,053	117,053	0	100%
Senior Foundation Tax	16,376	16,376	0	100%
Designated Industrial Tax	33	33	0	100%
Sub-Total Taxation	\$ 612,290	\$ 612,290	\$0	100%
Grant & Reserve Funding Income				
Operating Grant - LGFF Operating	17,122	-	17,122	0%
Operating Grant - Canada Day (apply annually)	600	600	0	100%
Operating Grant - FIRESMART Canada	500	500	0	100%
Operating Grant - Canada Summer Jobs (apply annually)(made application - waiting on approval)	-	-	0	#DIV/0!
Capital Grant - MSI-C / LGFF	58,898	-	58,898	0%
Capital Grant - CCBF (funding agreement from 2014 to 2024)	-	-	0	#DIV/0!
Special Projects Funding (from reserves or from grant \$ in deferred revenue or from Grant Deposits)	53,372	-	53,372	0%
Capital Projects Funding (from reserves or from grant \$ in deferred revenue)	23,102	-	23,102	0%
Transfers from Reserves (2018 LSA Road)(2023/2024/2025 - under agreement \$24,653 per year repayment)	16,092	-	16,092	0%
Sub-Total Grant & Reserve Funding	\$ 169,686	\$ 1,100	\$168,586	1%
Other Income				
Other Income (AMSC Rebate/Lease for 7 RV Lots)	1,400	1,400	0	100%
Penalties on Taxes	4,500	5,588	-1,088	124%
Bank Income	9,870	13,818	-3,948	140%
Sub-Total Other Income	\$ 15,770	\$ 20,806	-\$5,036	132%
Admin Income				
Admin - Sales of Good and Services	500	449	51	90%
Admin - Tax Certificates	500	675	-175	
Admin - NSF Fees	-	-	-	#DIV/0!
Admin - Reserve Transfer (Legal Invoices Offset from other muni's)	2,000	-	2,000	0%
Sub-Total Admin Income	\$ 3,000	\$ 1,124	\$1,876	37%
Bylaw/Emergency Services Income				
Bylaw/Emergency Services - Fines	-	203	-203	#DIV/0!
Bylaw/Emergency Services - Fire Incident Recovery	-	-	0	#DIV/0!
Transfer from Reserves - Provincial Policing	5,902	-	5,902	0%
Sub-Total Bylaw/Emergency Services	\$ 5,902	\$ 203	\$5,699	3%
Utilities Income				
Utilities - Fortis Franchise Fees	5,500	3,511	11,601	64%
Sub-Total Utilities Income	\$ 5,500	\$ 3,511	\$1,989	64%
Public Works Income				
Public Works/Roads - Services Billed Out	-	-	0	#DIV/0!
Public Works/Roads - Sales of TCA	-	-	0	#DIV/0!
Public Works/Roads - Transfer from Reserves	-	-	0	#DIV/0!
Sub-Total Public Works Income	\$ -	\$ -	\$0	#DIV/0!
Sewer/Water/Drainage Income				
Sewer/Water/Drainage - Transfer from Reserves	-	-	0	#DIV/0!
Sub-Total Sewer/Water/Drainage	\$ -	\$ -	\$0	#DIV/0!
Planning & Development Income				
Planning & Development - Safety Codes Permit Fees	1,000	1,045	-45	105%
Planning & Development - Development Permit Fees	3,000	650	2,350	22%
Planning & Development - SDAB Appeal Fees	-	-	0	#DIV/0!
Planning & Development - Transfer from Reserves	-	-	0	#DIV/0!

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Sub-Total Planning & Development	\$	4,000	\$	1,695	\$	2,305	42%
Parks & Recreation Income							
Parks & Recreation - Grant FCSS		5,501		4,126		1,375	75%
Parks & Recreation - Grant FCSS (funds from Regional Admin - Picnic/Allnet)		-		-		0	#DIV/0!
Parks & Recreation - Grant FCSS (Emergency Services Dinner)		-		-		0	#DIV/0!
Parks & Recreation - Weed Harvesting (LIAMS)		7,500		11,115		-3,615	148%
Parks & Recreation - Transfer from Reserve		-		-		0	#DIV/0!
Sub-Total Parks & Recreation	\$	13,001	\$	15,241	-\$	2,240	117%
Requisitions Collected by Municipality (offset)							
Requisitions - Senior Foundation	-	16,376	-	16,376		0	100%
Requisitions - Over/Under Utilized Levy		-		-		0	#DIV/0!
Requisitions - School Foundation	-	168,185	-	74,249		-93,936	44%
Requisitions - Over/Under Utilized Levy		-		-		0	#DIV/0!
Requisitions - Designated Industrial	-	33	-	-		-33	0%
Requisitions - Over/Under Utilized Levy		-		-		0	#DIV/0!
Sub-Total Requisitions	-\$	184,594	-\$	90,625	-\$	93,969	49%
Net Revenue for Municipal Purposes	\$	644,555		565,344	\$	79,211	88%
Expense Function							
Council							
Council Meeting Fees		16,000		8,550		7,450	53%
Council Deductions		-		-		0	#DIV/0!
Council Monthly		5,400		2,850		2,550	53%
Council Travel \ Subsistence		4,000		1,415		2,585	35%
Council SVLSACE		1,666		1,666		0	100%
Council Development		3,000		2,033		967	68%
Council Integrity Commissioner		1,630		750		880	46%
Sub Total Council	\$	31,696	\$	17,264	\$	14,432	54%
Administration							
Administration Contract		80,505		46,961		33,544	58%
W.C.B.		3,332		1,666		1,666	50%
Travel & Subsistence		3,200		1,848		1,352	58%
Conventions/Training (NEW)		1,000		0		1,000	0%
Postage \ Phone \ Storage		5,600		3,431		2,169	61%
Memberships		2,500		2,269		231	91%
Stationery & Printing		3,500		2,041		1,459	58%
Advertising		500		0		500	0%
Auditor		4,800		4,800		0	100%
Assessment		7,650		5,712		1,938	75%
Assessment LARB \ CARB		1,000		452		548	45%
Legal		3,000		6,512		-3,512	217%
Insurance		9,700		9,656		44	100%
Computer Support \ Website		1,800		0		1,800	0%
Meeting Room Fees - Fallis Hall Rent		1,200		1,200		0	100%
General Appreciation		500		0		500	0%
Tax Rebates & Discounts		-		0		0	#DIV/0!
Bank Charges \ Penalties		250		109		141	44%
Land Title Charges		100		2		98	2%
Donation To Other Agency (water well workshop)		300		336		-36	112%
Sub-Total Administration	\$	130,437	\$	86,995	\$	43,442	67%
Election							
Salaries & Wages		-		-		0	
Advertising		-		-		0	
Goods & Supplies		-		-		0	
Census Costs		-		-		0	
Sub-Total Election	\$	-	\$	-	\$	-	
Medical							
Medical Clinic (LSA)		-		-		0	
Sub-Total Medical	\$	-	\$	-	\$	-	

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Public Works				
Salaries \ Wages (Supervisor & Summer P/T)	81,900	57,483	24,417	70%
Payroll Deductions	6,500	4,623	1,877	71%
Payroll Vacation Accrual	3,300	1,607	1,693	49%
Payroll Employee Benefits	8,280	4,830	3,450	58%
Phone Reimburse (PWM)	1,200	700	500	58%
Shop Phone (Telus)	1,600	732	868	46%
Public Works Consultant	-	-	0	#DIV/0!
Shop Security	500	531	-31	106%
Snow Removal \ Grading	1,500	-	1,500	0%
Gravel & Rehabilitation	12,000	6,000	6,000	50%
General Services	1,000	435	565	44%
Signs	700	433	267	62%
Parts, Supplies, Fuel, Equip Repair	17,000	10,717	6,283	63%
Shop Improvements	500	1,402	-902	280%
Electrical	19,000	10,273	8,727	54%
Natural Gas	1,800	1,409	391	78%
Sub-Total Public Works	\$ 156,780	\$ 101,175	\$ 55,605	65%
Storm Water / Drainage				
General Supply - Culverts	500	0	500	0%
Storm Water Drainage Study	-	0	0	#DIV/0!
Sub-Total Storm Water/Dainage	\$ 500	\$ -	\$ 500	0%
Lagoon / Sewer				
Lagoon/Sewer Capital	-	-	0	#DIV/0!
Lagoon/Sewer Operating	-	-	0	
Sub-Total Lagoon / Sewer	\$ -	\$ -	\$ -	#DIV/0!
Waste Collection				
Waste	24,500	11,997	12,503	
Recycle	6,700	5,082	1,618	
Large Bin Clean Up	5,000	-	5,000	
Waste Commission (Hwy 43)	6,500	2,718	3,782	
Sub-Total Waste Collection	\$ 42,700	\$ 19,797	\$ 22,903	46%
Municipal Planning				
Development Officer	3,600	900	2,700	25%
Development Permit Fees	2,000	100	1,900	5%
Development Enforcement	4,000	-	4,000	0%
Planning (GC)	500	-	500	0%
General Planning Services (General MPS)	1,500	-	1,500	0%
Safety Codes Administration (move line here starting 2024)	1,630	750	880	46%
SDAB	300	300	0	100%
Sub-Total Municipal Planning	\$ 13,530	\$ 2,050	\$ 11,480	15%
Recreation & Parks				
Playground Maintenance	1,200	1,386	-186	116%
Boat Launch	1,000	-	1,000	0%
Clean - Up (Trees)	3,000	1,231	1,769	41%
Weed Inspection \ Spraying	1,200	429	771	36%
Weed Harvesting LIAMS	7,500	-	7,500	0%
Library - YRL	800	375	425	47%
Library - Local	1,500	1,500	0	100%
Recreation (LSA)	500	500	0	100%
East End Bus	350	375	-25	107%
FCSS (\$5,593)(\$987 admin)	6,876	5,092	1,784	74%
FCSS (All Net/Picnic)	-	-	0	#DIV/0!
FCSS (Emerg Services Appreciation)(NEW)	-	-	0	#DIV/0!
Canada Day Celebration	600	600	0	100%
Sub-Total Reception & Parks	\$ 24,526	\$ 11,488	\$ 13,038	47%
Emergency Services				
Fire Suppression	39,500	29,352	10,148	74%
Fire Incident Recovery	-	-	0	#DIV/0!
Fire Volunteer Recruitment	1,200	-	1,200	0%
Disaster Services/Emergency	5,500	3,900	1,600	71%

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Directors of Emergency Management	5,000	2,716	2,284	54%
CPO Mayerthorpe	8,000	4,196	3,804	52%
Provincial Policing (collect or fund balance under reserve account or from reserve account)	13,391	13,391	0	100%
Sub-Total Emergency Services	\$ 72,591	\$ 53,555	\$ 19,036	74%
Planned Reserve Contributions				
Provincial Policing	-	-	0	#DIV/0!
Sustainability Reserve	5,485	-	5,485	0%
Tree Removal Reserve	803	-	803	0%
Snow Removal Reserve	536	-	536	0%
Legal Reserve	536	-	536	0%
Election Reserve	1,339	-	1,339	0%
SDAB/ARB Appeals	1,071	-	1,071	0%
MAP Review Reserve	500	-	500	0%
Lagoon Reserve	-	-	0	#DIV/0!
Operating Reserve	-	-	0	#DIV/0!
Roads Reserve	-	-	0	#DIV/0!
Sub-Total Planned Reserve Contribution	\$ 10,270	\$ -	\$ 10,270	
Year-End Audit Accounts				
Annual Amortization	-	-	0	#DIV/0!
Gain/Loss On Sale Of TCA	-	-	0	#DIV/0!
Sub-Total Year-End Audit Accounts	\$ -	\$ -	\$ -	#DIV/0!
Special Projects				
Flowering Rush ACP Grant (Silver Sands is Managing Partner)(Completion Date is Dec 31, 2023)	-	-	0	#DIV/0!
Flowering Rush Municipal Contributions (incl additional \$1,000 from SS, \$2,000 from LILSA, \$2,000 from WC)	23,372	11,343	12,029	49%
LSA County 2018 Rd Project (Repay over 3 Years 23/24/25)(LGFF Additional \$8,561 & Reserves \$16,092)	24,653	-	24,653	0%
Entrance Signs	2,000	-	2,000	0%
Septic Site Inspections	10,000	-	10,000	0%
Assessment Bylaw Review	3,000	-	3,000	0%
Firesmart	5,500	-	5,500	0%
Legal Review Fire Matters	1,000	-	1,000	0%
Status Change Summer Village vs. Village	10,000	-	10,000	0%
Technology Prevention/Risk	-	-	0	#DIV/0!
Sub-Total Special Project	\$ 79,525	\$ 11,343	\$ 68,182	14%
Capital Projects				
2024 Project - Golf Course Road Replace main culvert, add proper culverts to existing approaches, install missing culverts in approaches, add culvert and approach to #6 and reshape drainage on whole street. \$40,000 - \$60,000 Asphalt repair at top of road \$10,000	70,000	-	70,000	0%
2024 Project - Landscape Upgrades (various areas - annual)	7,000	-	7,000	0%
2024 Project - Equipment Purchase walk behind Roughcut Mower	5,000	5,400	-400	108%
Sub-Total Capital Projects	\$ 82,000	\$ 5,400	\$ 76,600	7%
TOTAL	\$ 644,555	\$ 309,067	\$ 335,488	48%

Income Less Expenses - Surplus / (Deficit)

\$ 565,344.49

2024 Budget	2024 Actuals (ending July)	Variance	% of Function
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Silver Sands

Reserve Account Balances

	31-Dec-23	2024 Budgeted Additions	2024 Budgeted Use	31-Dec-24	
Operating Reserves					
Tax Stabilization	\$ 42,985	\$ -	\$ -	\$ 42,985	
Sustainability*	\$ 98,553	\$ 5,485	-\$ 47,092	\$ 56,946	(Special Projects/Repay to LSA County, Firesmart 5K)
Tree Removal	\$ 4,515	\$ 803	\$ -	\$ 5,318	
Snow Removal	\$ 3,010	\$ 536	\$ -	\$ 3,546	
Legal	\$ 3,010	\$ 536	\$ -	\$ 3,546	
Election	\$ 5,525	\$ 1,339	\$ -	\$ 6,864	
Provincial Policing	\$ 10,705	\$ -	-\$ 5,902	\$ 4,803	(Offset Policing Requisition)
SDAB/ARB Hearings	\$ 3,020	\$ 1,071	\$ -	\$ 4,091	
MAP Review	\$ -	\$ 500	\$ -	\$ 500	
Unrestricted Operating	\$ 14,825	\$ -	\$ -	\$ 14,825	
Sub-Total Operating	\$ 186,148	\$ 10,270	-\$ 52,994	\$ 143,424	
Capital Reserves					
General	\$ 10,568	\$ -	\$ -	\$ 10,568	
Land Disposition	\$ 16,408	\$ -	\$ -	\$ 16,408	
Lagoon	\$ 175,820	\$ -	\$ -	\$ 175,820	
Roads	\$ 18,270	\$ -	\$ -	\$ 18,270	
Sub-Total Capital	\$ 221,066	\$ -	\$ -	\$ 221,066	
Total Reserves (Operating & Capital)	\$ 407,214	\$ 10,270	-\$ 52,994	\$ 364,490	

Note: 2024 Budgeted Operating Expenses \$483,030
Reserve goal is to have at least the equivalent of one year's operating.

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Summer Village of Silver Sands

Report to Council

Meeting: August 30, 2024 - Regular Council Meeting

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

Development Permits: 24DP06-31

Plan 223 MC, Block 5, Lot 13 – 13 Poplar Avenue

Construction of a Single Detached Dwelling (141.0 sq. m.) and Installation of, or utilization of existing, Water Supply and Septic System.

24DP07-31

Plan 223 MC, Block 5, Lot 13 – 13 Poplar Avenue

Demolition of an Existing Dwelling.

24DP08-31

Plan 223 MC, Block 2, Lot 13A – 13 Ash Avenue

Construction of a Guest House Suite over Garage (83.61 sq. m.) c/w Water Supply and Septic System.

24DP09-31

Plan 6108 RS, Block 8, Lot R11 – Municipal Park

Operation of an Eating Establishment (Hot Dog Cart & BBQ).

24DP10-31

Plan 2941 MC, Block 3, Lot 10 – 10 Fir Crescent

Construction of a Detached Garage (71.37 sq. m.).

24DP11-31

Plan 223 MC, Block 7, Lot 6 – 6 Birch Avenue

"As-Built" Construction of a RV Parking Pad and Placement for both the purposes of Storage and Use.

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24DP12-31

Plan 223 MC, Block 7, Lot 13 – 13 Birch Avenue

“As-Built” Construction of a RV Parking Pad and Placement for both the purposes of Storage and Use.

Letters of Compliance: None

Enforcement:

Current:

2941 MC; 1; 4 : 4 Cedar Avenue

Derelict Vehicle

223 MC; 7; 3 : 3 Birch

Trees / Overgrown

223 MC; 7; 6 : 6 Birch

2 RVs

223 MC; 7; 13 : 13 Birch

2 RVs

223 MC; 6; 14 : 14 Spruce

Overgrown

2357 MC; 9; 16 : 16 Hillside

Overgrown

862 2226; 11; 4 4 Golf Course Rd

Unightly – Note: Where the Lands have recently changed hands, the DA and Admin are making efforts to contact the new owners and working with them to address the concerns re: over-grown and derelict buildings.

Regards,

Tony Sonnleitner, Development Officer

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Public Works Report

SVSS Council Meeting August 30, 2024

Update from July 26, 2024

1. Got a quote for mulching brush piles behind Willow.
2. RockHill starts drainage next week.

New Items

1. Been working on cracksealing throughout the village as we are able.
2. Working on trimming trees back through the village and trimming fir trees up 2m as suggested by Firesmart Program.
3. Large Bin Cleanup went very well. We filled less bins than last years. I think we look at possibly doing just one day event next year, on the Saturday. Big Thanks to Graeme for volunteering to help again.
4. Sold the quad.

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Summer Village of Silver Sands



Updated August 2024

Recreational Vehicles (RV's) and Temporary Living Accommodations in the Residential Districts



Can I place an RV on my vacant lot?

No, you can not. Under the current Land Use Bylaw 335-2023 for the Summer Village of Silver Sands, recreational vehicles, be it holiday trailer, motor home, camper, or tent trailer either occupied or unoccupied for storage purposes, are not permitted on vacant lots.

Can I place an RV on my lot if I have a cabin or a house on my lot?

Yes, you can. Under the current Land Use Bylaw 335-2023 for the Summer Village of Silver Sands, a total maximum of **one (1)** recreational vehicle, be it holiday trailer, motor home, camper, or tent trailer may be situated, either occupied or unoccupied for storage purposes, on a residential parcel provided that a permanent single detached dwelling exists on the parcel. Such recreational vehicle must be located on-site on a parking stall or in another location on-site in a manner satisfactory to the Development Authority. You will require a development permit for the parking stall.

[Development & Safety Codes \(summervillageofsilversands.com\)](http://summervillageofsilversands.com)

Why do I see some vacant lots in the Summer Village with an RV on them?

There are in fact a total of 16 vacant lots in the Summer Village that have an approved development permit that had been issued prior to the adoption of any new bylaws that now prohibit them. These development permits are valid if they have met the conditions within the permit and can not be cancelled or voided with the passing of any new bylaw as these permits are protected under section 643 of the Municipal Government Act.

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Does my Development Permit expire when a new bylaw comes into place or if I sell my lot?

Development Permits run with the land and can not be cancelled or voided with the passing of a new bylaw or new ownership as these permits are protected under section 643 of the Municipal Government Act.

Website

[Development & Safety Codes \(summervillageofsilversands.com\)](http://summervillageofsilversands.com)

Development Officer Contact Information

Tony Sonnleitner

Phone: 780-718-5479

Email: pcm1@telusplanet.net

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July 17, 2024

File: 24DP10-31

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**Re: Development Permit Application No. 24DP10-31
Plan 2941 MC, Block 3, Lot 10 : 10 Fir Crescent (the "Lands")
R1A – Residential : Summer Village of Silver Sands**

APPROVAL OF DEVELOPMENT PERMIT

You are hereby notified that your application for a development permit with regard to the following:

CONSTRUCTION OF A DETACHED GARAGE (71.37 SQ. M.).

has been **APPROVED** subject to the following conditions:

- 1- Development Permit 21DP08-31 is herein deemed null and void.
- 2- All municipal taxes must be paid.
- 3- The applicant shall provide a certified copy of plan of subdivision to determine all easements and restrictive covenants on the parcel, and 8.5 X 11 copies of site plans of a quality satisfactory to the Development Officer
- 4- The applicant shall display for no less than twenty-one (21) days after the permit is issued the enclosed notice. The notice is to be posted immediately adjacent to the blue Municipal Address sign in such a fashion as to be visible by the public.
- 5- Two (2) Off-Street parking spaces must be provided on site.
- 6- The applicant shall obtain and adhere to the requirements where applicable, from the appropriate authority, permits relating to demolition, building, electricity, plumbing and drainage, and all other permits required in connection with the proposed development.
- 7- The applicant shall be financially responsible during construction for any damage by the applicant, his servants, his suppliers, agents or contractors, to any public or private property.

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Development Services
for the

Summer Village of Silver Sands

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

- 8- The applicant shall prevent excess soil or debris from being spilled on public streets and lanes; and shall not place soil or any other material on adjacent properties without permission in writing from adjacent property owners.
- 9- The improvements take place in accordance with the plans and sketch submitted as part of the permit application, INCLUDING:**
- **Rear Yard (Roadside) setback shall be a minimum of 6.0 metres;**
 - **Side Yard setbacks shall be a minimum of 1.5 metres (or greater distance as required under the Alberta Safety Codes Act;**
 - **Front Yard (Lakeside) setback shall be behind the frontline of the Principal Residential Building; and**
 - **Maximum Height shall be 9.0 metres (average grade to peak).**
- 10-All improvements shall be completed within twelve (12) months of the effective date of the permit.
- 11-The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.
- 12-No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.

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Development Services
for the
Summer Village of Silver Sands
Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

Should you have any questions please contact this office at (780) 718-5479.

Date Application Deemed **July 17, 2024**
Complete

Date of Decision **July 17, 2024**

Effective Date of Permit **August 15, 2024**

Signature of Development Officer

Tony Sonnleitner, Development Officer, Summer Village of Silver Sands

cc Inspections Group Inc.
Municipal Administrator, Summer Village of Silver Sands
Assessor - mike@tanmarconsulting.com

Note: An appeal of any of the conditions of approval may be made to the Subdivision and Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either personally or by mail so as to reach the Clerk of the Subdivision and Development Appeal Board no later than twenty-one (21) days after the notice of decision. The appeal should be directed to this office at:

**Summer Village of Silver Sands
Box 8
Alberta Beach, AB T0E 0A0**

and should include a statement of the grounds for the appeal and have attached an Appeal fee in the amount of \$1250.00.

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August 21, 2024

File: 24DP11-31

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**Re: Development Permit Application No. 24DP11-31
Plan 223 MC, Block 7, Lot 6 : 6 Birch Avenue (the "Lands")
R1A – Residential : Summer Village of Silver Sands**

APPROVAL OF DEVELOPMENT PERMIT

You are hereby notified that your application for a development permit with regard to the following:

***"AS-BUILT" CONSTRUCTION OF A RECREATIONAL
VEHICLE PARKING PAD AND PLACEMENT OF A
RECREATIONAL VEHICLE FOR BOTH THE PURPOSES OF
STORAGE AND USE.***

has been **APPROVED** subject to the following conditions:

- 1- All municipal taxes must be paid.
- 2- The applicant shall provide a certified copy of plan of subdivision to determine all easements and restrictive covenants on the parcel, and 8.5 X 11 copies of site plans of a quality satisfactory to the Development Officer
- 3- The applicant shall display for no less than twenty-one (21) days after the permit is issued the enclosed notice. The notice is to be posted immediately adjacent to the blue Municipal Address sign in such a fashion as to be visible by the public.
- 4- The applicant shall obtain and adhere to the requirements where applicable, from the appropriate authority, permits relating to demolition, building, electricity, plumbing and drainage, and all other permits required in connection with the proposed development.
- 5- The applicant shall be financially responsible during construction for any damage by the applicant, his servants, his suppliers, agents or contractors, to any public or private property.

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6- The applicant shall prevent excess soil or debris from being spilled on public streets and lanes; and shall not place soil or any other material on adjacent properties without permission in writing from adjacent property owners.

7- The improvements take place in accordance with the plans and sketch submitted as part of the permit application, INCLUDING:

PARKING PAD AND RECREATIONAL VEHICLE LOCATION

- **Front Yard setback shall be 7.6 metres;**
- **Side Yard setbacks shall be a minimum of 1.2 metres; and**
- **Rear Yard setback shall be a minimum of 1.0 metre.**

PARKING PAD CONSTRUCTION

- **The Parking Pad shall have a width of a minimum of 5.5 metres and length of a minimum of 11.0 metres (or greater to accommodate the Recreational Vehicle to be parked thereon).**
- **The Parking Pad shall be constructed in a manner to provide a hard, mineral based, surface to accommodate a Recreational Vehicle parked upon it.**

8- All improvements shall be completed within twelve (12) months of the effective date of the permit.

9- The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.

10- No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.



Development Services
for the
Summer Village of Silver Sands
Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

Should you have any questions please contact this office at (780) 718-5479.

Date Application Deemed **August 21, 2024**
Complete

Date of Decision **August 21, 2024**

Effective Date of Permit **September 19, 2024**

Signature of Development Officer

Tony Sonleitner, Development Officer, Summer Village of Silver Sands

cc Inspections Group Inc.
Municipal Administrator, Summer Village of Silver Sands
Assessor - mike@tanmarconsulting.com

Note: An appeal of any of the conditions of approval may be made to the Subdivision and Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either personally or by mail so as to reach the Clerk of the Subdivision and Development Appeal Board no later than twenty-one (21) days after the notice of decision. The appeal should be directed to this office at:

**Summer Village of Silver Sands
Box 8
Alberta Beach, AB T0E 0A0**

and should include a statement of the grounds for the appeal and have attached an Appeal fee in the amount of \$1250.00.

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ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR115493

July 23, 2024

His Worship Bernie Poulin
Mayor
Summer Village of Silver Sands
PO Box 8
Alberta Beach AB T0E 0A0

Dear Mayor Poulin:

I am pleased to announce that Canada and Alberta have signed an agreement renewing the Canada Community-Building Fund (CCBF) to March 31, 2034. I can also confirm that Alberta will receive \$265 million in funding in 2024 under the newly negotiated CCBF agreement. This partnership between the province and the federal government will help ensure local governments in Alberta can continue to make needed investments in local infrastructure.

To that end, I am happy to confirm the allocation amounts to your community for the CCBF program. For the Summer Village of Silver Sands, the 2024 CCBF allocation is \$17,467.

Payments to local governments are anticipated to flow by the end of summer, as communities meet the payment criteria.

CCBF funding amounts for all municipalities and Metis Settlements are also posted on the Government of Alberta website at open.alberta.ca/publications.

Your community's allocation reflects an updated allocation formula under the CCBF agreement, which ensures base funding for all local governments, with the remainder of funds allocated on a per capita basis.

In addition, the renewed CCBF agreement involves several other changes, including to local government reporting and new housing-related reporting requirements for larger local governments. Municipal Affairs will share the updated CCBF program guidelines reflecting these changes as soon as possible.

.../2

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The department will also be providing a Memorandum of Agreement for the renewed CCBF. Execution of this agreement is a condition to receive your community's 2024 CCBF allocation.

I look forward to working together with you and the federal government to help your community in addressing its infrastructure needs.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, slightly slanted style.

Ric McIver
Minister

cc: Wendy Wildman, Chief Administrative Officer, Summer Village of Silver Sands

We are matching donations for the Jasper Fire Community Fund

Tyler Gandam <president@abmunis.ca>

Tue 2024-08-13 3:59 PM

To: Summer Village Office <administration@wildwillowenterprises.com>

Hello CAOs,

Please note: Mayors and Councillors included for information purposes only

The Municipality of Jasper is navigating a difficult time due to the wildfire that damaged their community. Unfortunately, wildfires and other natural disasters are happening more often in Alberta's communities. As a member-driven organization, we recognize that it is important for us to continue to evolve how we support our members when they go through significant, community-wide disasters.

We want to support the Jasper community in a meaningful way that doesn't add to their challenges. The [Jasper Community Team Society](#) (JCTS) is a non-profit, volunteer-run organization working closely with the Municipality of Jasper. They are accepting donations for their Jasper Fire Caring Community Fund. 100% of donations support the Jasper community. The fund currently supports residents who have been denied emergency relief funds and those without rental/tenant insurance.

Alberta Municipalities (ABmunis) is working directly with Jasper administration, and we are taking a number of steps to support the municipality and their staff. Of note, between now and **September 20, 2024**, ABmunis will match any member-municipality's donations and donations from municipal employees up to an aggregated total of \$15,000. So please feel free to forward this email to your municipal staff.

To donate:

1. Click on this [this link](#) and click on the donate button
2. Enter in your information.
3. On item #4, **under additional information, select the 'Jasper Fire Caring Community Fund' and 'Alberta Municipalities'** (like the screenshot below) so we and JCTS can track which donations come from our members, enabling us to match them dollar-for-dollar.

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4. Additional Information

Choose a fund*

To donate to Jasper Fire recovery and relief, please choose Jasper

Fire: Caring Community Fund

Jasper Fire: Caring Community Fund

Health and Well-being Fund

Mental Health Crisis Fund

Child Youth and Participation Fund

Santas Anonymous

Matching donations*

Is an organization/business matching your donation?

YES

NO

IF YES

Please select the organization/business below

Alberta Municipalities

Thank you for considering a donation to this fund. Many Alberta organizations and community members have already held fundraising events such as bake sales and food drives, which is wonderful! All these efforts really demonstrate the strength of communities supporting each other.

Tyler Gandam | President

E: president@abmunis.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 |
www.abmunis.ca



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

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

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Aquatic Plants and Lake Ecosystems

Aquatic plants along lake shorelines are important for maintaining healthy lake ecosystems. They provide habitat for fish spawning, nesting habitat for waterfowl and shorebirds, rearing sites for young fish and wildlife, and they protect shorelines from wave and wind erosion. Aquatic vegetation also performs many important biological functions that maintain lake water quality, such as filtering runoff water that enters the lake.

Lakeshore residents may wish to remove aquatic vegetation to make it easier to put in docks and piers, or to improve swimming and boating conditions. Some people think that removing aquatic plants helps to “clean up” the lake, however this is not true. Lakes that have lost significant aquatic vegetation are especially vulnerable to water quality problems including blue-green algal (cyanobacterial) blooms due to excess nutrient availability. Maintaining a natural shoreline with abundant native aquatic vegetation species is one of the best ways to ensure a healthy lake environment for everyone to enjoy.

Unauthorized Aquatic Vegetation Removal Is Illegal

Removing aquatic vegetation requires prior approval by the Government of Alberta, Department of Environment and Parks. Unauthorized removal could be subject to fines and penalties. Here's what the law says:

- Under the *Public Lands Act*, it is prohibited to disturb the bed and shore of a water body without prior authorization
- Under the *Water Act*, an approval is required for an activity which affects a water body such as aquatic vegetation removal

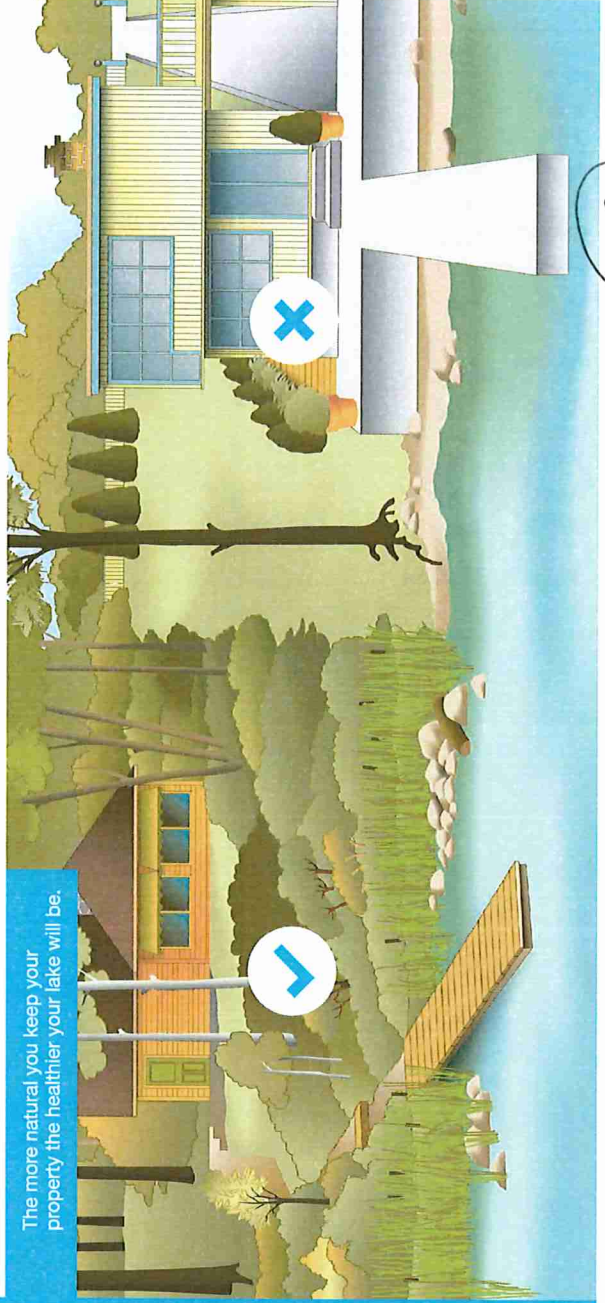
Aquatic vegetation removal may be permitted for individual use, public use or commercial purposes. Restrictions apply to ensure impact to the aquatic environment including fisheries and wildlife habitat are minimized. Application forms and guidelines can be found at aep.alberta.ca (search “Water Act Forms”).

Lake Stewardship and Aquatic Vegetation

Maintaining the health of Alberta's lakes is everyone's responsibility. Actions of individual lakeshore residents, decision makers and land users around the lake add up to make a huge difference! Here's how you can do your part:

- As much as possible, leave the lake in its natural condition; let aquatic vegetation grow and enjoy the many benefits they provide
- Consider sharing docks, piers and boat lanes within your community to minimize shoreline disturbance, as well as save time and money
- Remember that general beach clean-up involving picking up plant debris that has washed up on shore is ok, but be sure to apply for an approval for any other activities involving aquatic vegetation removal
- Get involved with your local lake stewardship group to help promote beneficial management practices

The more natural you keep your property the healthier your lake will be.



Respect Our Lakes

Aquatic Vegetation and Lake Health

For More Information

For more information about lake health, lake stewardship or the authorization process:

Environment and Parks

aep.alberta.ca (search 'Respect our Lakes')

ESRD.Info-Centre@gov.ab.ca

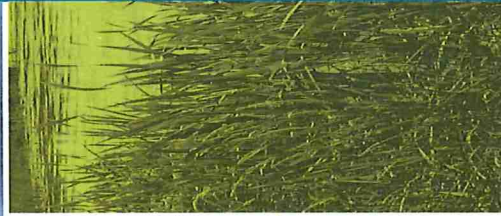
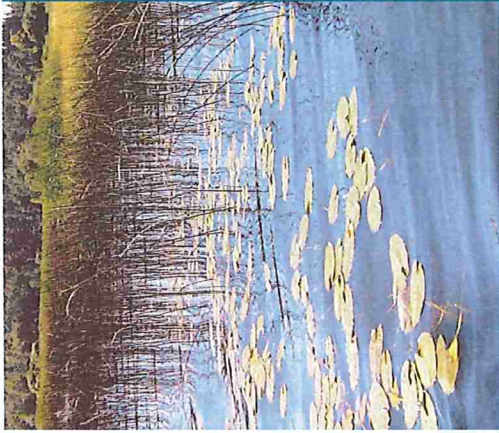
Or call: 310-3773

For environmental complaints/emergencies
call the 24-hour environmental hotline:

1-800-222-6514

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ISBN 978-1-4601-2252-5 (PDF)



Fire Rescue International

Box 1550
 Onoway, Alberta T0E 1V0
 Canada
 accounting@firerescueinternational.net

INVOICE

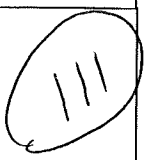
Invoice No.: 912
 Date: 07/24/2024

Sold to:

Town of Onoway

Box 540
 Onoway, AB T0E 1V0

Business No.: 770543184RT0001

Quantity	Description	Tax	Unit Price	Amount
	JOB: 2024-133 Incident Date: July 24, 2024			
1	Pump 2	G	340.64	340.64
88	Km-Pump Truck	G	3.04	267.52
1	Pump 4	G	340.64	340.64
62	Km-Pump Truck	G	3.04	188.48
2	Additional Firefighters	G	71.89	143.78
1	Lightening Strike Investigation No Charge	G	-1,281.06	-1,281.06
Type: Lightening Strike Investigation Address: Silver Sands Estates Municipal District: Summer Village of Silversands Responding Agencies: Fire Rescue International Subtotal: G - GST @ 5% GST				
			Total Amount	
			Amount Paid	
			Amount Owing	

Fire Rescue International

Box 1550
 Onoway, Alberta T0E 1V0
 Canada
 accounting@firerescueinternational.net

INVOICE

Invoice No.: 919
 Date: 08/12/2024

Sold to:

Town of Onoway

Box 540
 Onoway, AB T0E 1V0

Business No.: 770543184RT0001

Quantity	Description	Tax	Unit Price	Amount
	Job: 2024-138 Incident Date: July 28, 2024			
1	Charlie 3	G	164.23	164.23
62	KM-Command	G	1.69	104.78
1	Additional Firefighters-1 on C4	G	71.89	71.89
1	Medical No Charge	G	-340.90	-340.90
	Type: Medical Aid Address: Municipal District: Silversands Responding Agencies: Fire Rescue International EMS AHS File# C24131820			
	Subtotal:			
	G - GST @ 5%			-0.01
	GST			0.01
	GST, not included			
		Total Amount		
		Amount Paid		
		Amount Owning		

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