

Summer Village of Horseshoe Bay

Agenda: Regular Meeting

Saturday, July 4, 2020

To be held by ZOOM electronic meeting at

Email:svhorseshoebay@gmail.com

10:00 a.m.

1. CALL MEETING TO ORDER
2. ACCEPTANCE OF THE AGENDA
 - a) Additions to Agenda
3. ADOPTION OF PREVIOUS MINUTES
 - a) May 23, 2020 Minutes
4. PUBLIC HEARINGS – none
5. DELEGATIONS - none
6. BYLAWS - none
7. OLD BUSINESS
 - a) Contract Approval - MPE Engineering: Stormwater Project
 - b) Road Allowance-East End of TWP 594 to Vincent Lake
 - c) S. Dowhun Lot Drainage
 - d) Land Use Bylaw
8. NEW BUSINESS
 - a) Staffing Changes-Regional Director of OH&S
 - b) New Regional Director of Emergency Management-Appointment
 - c)
9. COUNCILLOR REPORTS
 - a)
 - b)
 - c)
10. CAO REPORT AND ACTION LIST
 - a) CAO Report & Action List
 - I. Reserve Lots Sub-division – Update
 - II. Himalayan Balsam & Beaver Control – Update
 - III.
11. FINANCIAL REPORTS.
 - a) For the six months ended June 30, 2020
 - b) Grants update
12. CORRESPONDENCE
13. NEXT MEETING
14. ADJOURNMENT



Summer Village of Horseshoe Bay

P.O. Box 1778
St. Paul, AB T0A 3A0
Phone: (780)645-4677
Email: svhorseshoebay@gmail.com
Website: www.svhorseshoebay.com

Agenda Item Summary Report

Agenda Item 3.a) Minutes of May 23, 2020 Regular Meeting

Meeting Date: July 4, 2020

Background/Discussion/Options

Minutes of the May 23, 2020 Regular council Meeting are attached, for approval.

Recommendation/RFD/Comments

MOVED BY _____ that the minutes of the May 23, 2020 Regular council meeting be approved as presented.

-Carried-

3.a)

SUMMER VILLAGE OF HORSESHOE BAY

Minutes of Regular Meeting
Saturday, May 23, 2020
Held by ZOOM electronic meeting at
Email: svhorseshoebay@gmail.com
10:00 a.m.

IN ATTENDANCE: Mayor: Gary Burns
Deputy Mayor: Dave Amyotte
Councilor: Eli Gushaty

CAO: Norman Briscoe
Recording Secretary: Diane Briscoe

1. **CALL TO ORDER** Mayor Gary Burns called the meeting to order at 10:00 a.m.

2. **ACCEPTANCE OF AGENDA**
Res. No. 20-05-23-058 MOVED BY Deputy Mayor Dave Amyotte that the agenda be adopted with the following addition:
8.b) Village Culverts

-Carried-

3. **APPROVAL OF MINUTES**
Res. No. 20-05-23-059 MOVED BY Councilor Eli Gushaty that the minutes of the May 2, 2020 regular council meeting be approved as presented.

-Carried-

4. **PUBLIC HEARINGS** There were no public hearings at this meeting.

5. **DELEGATIONS** There were no delegations for this meeting.

6. **BYLAWS**
Res. No. 20-05-23-60 Bylaw Number 129-2020 Taxation Bylaw
MOVED BY Mayor Gary Burns that Bylaw 129-2020 to authorize the rates of taxation to be levied against assessable property within the Summer Village of Horseshoe Bay for the 2020 Taxation year, be given first reading.

-Carried-

Res. No. 20-05-23-061 MOVED BY Deputy Mayor Dave Amyotte that Property Tax Bylaw 129/2020 be given second reading.

-Carried-

Res. No. 20-05-23-062 MOVED BY Councilor Eli Gushaty that Property Tax Bylaw 129/2020 be presented at this meeting for third and final reading.

-Carried Unanimously-

Res. No. 20-05-23-063 MOVED BY Mayor Gary Burns that Property Tax Bylaw 129/2020 be given third and final reading.

-Carried-

7. OLD BUSINESS

a) Res. No. 20-05-23-064 AEP Mooring Disturbance Standard
MOVED BY Mayor Gary Burns that council accept the report for information and discussion.

-Carried-

STORMWATER PROJECT

b) Res. No. 20-05-23-065 Request for Proposals for Engineering Consulting Services
MOVED BY Deputy Mayor Dave Amyotte to accept the report for information and discussion.

-Carried-

c) Res. No. 20-05-23-066 Sub-Division of 2 Reserve Lots
MOVED BY Mayor Gary Burns that council accept the update on the progress of the sub-division, for information and discussion.

-Carried-

d) Res. No. 20-05-23-067 Himalayan Balsam & Beaver Control Update
MOVED BY Councilor Eli Gushaty that council accept the update for information and discussion.

-Carried-

- e) *Res. No. 20-05-23-068* East end of TWP594 to Vincent Lake
MOVED BY Mayor Gary Burns that council accept the information as presented and authorize the CAO to arrange to have the trees and willows removed from the road allowance to the bed and shore of Vincent Lake

-Carried-

8. NEW BUSINESS

- a) *Res. No. 20-05-23-069* Vincent Lake Fish Kill
MOVED BY Deputy Mayor Dave Amyotte that council Authorize administration to consult with Alberta Environment & Parks and the County of St. Paul to see what can be done to improve the quality of Vincent Lake.

-Carried-

- b) *Res. No. 20-05-23-070* Condition of Village Culverts
MOVED BY Mayor Gary Burns that the CAO and Deputy Mayor Dave Amyotte form a committee to assess the condition of the culverts under village roads and form a plan for repair or replacement.

-Carried-

9. COUNCIL REPORTS

- Res. No. 20-05-23-071* MOVED BY Mayor Gary Burns the council reports be accepted as presented.

-Carried-

10. CAO REPORT AND ACTION LIST

- Res. No. 20-05-23-072* MOVED BY Deputy Mayor Dave Amyotte that the CAO Report and Action list be approved as presented.

-Carried-

11. FINANCIAL REPORTS

- Res. No. 20-05-23-073* MOVED BY Mayor Gary Burns that the financial reports for the 4 months ended April 30, 2020.

-Carried-

12. CORRESPONDENCE

There was no correspondence.

13. NEXT MEETING

Res. No. 20-05-23-074

MOVED BY Mayor Gary Burns to set the next regular Council meeting on July 4, 2020 at 10:00 a.m.

-Carried-

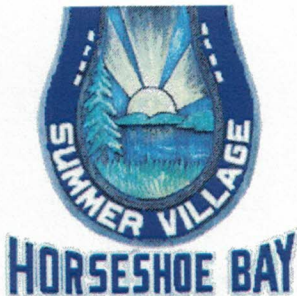
15. ADJOURNMENT

Being that the agenda matters have been concluded the meeting adjourned at 11:28 a.m.

Original signed by
Gary Burns, Mayor

July 4, 2020
Date

Original signed by
Norman Briscoe
Chief Administrative Officer



Summer Village of Horseshoe Bay

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Email: svhorseshoebay@gmail.com
Website: www.svhorseshoebay.com

Agenda Item Summary Report

Agenda Item 7.a) MPE Engineering Contract Approval

Meeting Date: July 4, 2020

Background/Discussion/Options

MPE Engineering have been granted the contract for "Preliminary Engineering Design and Implementation Strategy for the Delivery of Stormwater Management Services".

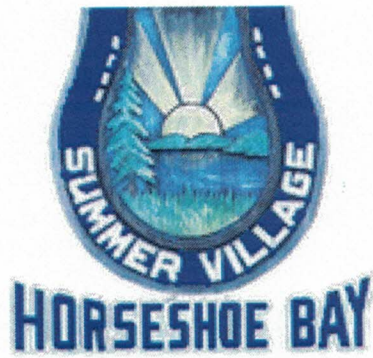
The contract between the Summer Village and MPE Engineering dated June 18, 2020 is attached for councils approval

Recommendation/RFD/Comments

MOVED BY _____ that council approve the contract between the Summer Village of Horseshoe Bay and MPE Engineering for delivery of Stormwater Management Services.

-Carried-

7.a)



PROJECT CONTRACT

**PROFESSIONAL SERVICES FOR PRELIMINARY
ENGINEERING DESIGN AND IMPLEMENTATION STRATEGY
FOR THE DELIVERY OF STORMWATER MANAGEMENT
SERVICES**

SUMMER VILLAGE OF HORSESHOE BAY

THIS CONTRACT made the 18th day of June 2020.

BETWEEN:

THE SUMMER VILLAGE OF HORSESHOE BAY
(hereinafter referred to as the "Summer Village")

OF THE FIRST PART

- and -

MPE ENGINEERING LTD.
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the Summer Village requires the Contractor to deliver certain Services for the Summer Village (hereinafter referred to as the "Services" as outlined in the Contractor's Proposal dated May 22, 2020, a copy of which is attached hereto as Appendix "A"; and

WHEREAS the Contractor is qualified or has in its employment personnel qualified to provide the Services.

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

1. The Summer Village hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the Services, which includes, but is not limited to the following, namely:
 - 1.1 The Services in general terms, shall consist of the following:
 - The provision of engineering services and an implementation strategy for regional stormwater servicing as described in the Contractor's Proposal dated May 22, 2020, a copy of which is attached hereto as Appendix "A";
 - Any other deliverables which may be agreed upon between the Contractor and the Summer Village, from time to time.
2. The Services shall be delivered to the Summer Village by the Contractor no later than November 6, 2020 for the total price of \$148,060.00 plus Goods and Services Tax.
3. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall comply with the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, Chapter 0-2 and amendments thereto and Regulations thereunder or any successive legislation, and shall at all times ensure that

all employees comply with the requirements of the said Act and regulations thereunder. The Contractor shall be the general representative and agent to the Summer Village for the purposes of ensuring compliance with safety regulations for its own employees. The Contractor shall bring to the attention of its own employees the provisions of the *Occupational Health and Safety Act* and Regulations thereunder. The Contractor acknowledges that he is an "employer" as defined in the *Alberta Occupational Health and Safety Act*.

4. The Contractor shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions that arise or may hereafter arise with respect to the Services performed by the Contractor under this Contract.
5. No Services shall be provided by the Contractor until the Contract has been executed by both parties hereto.
6. The Contractor shall have complete control of the Services and shall effectively direct and supervise the Services to ensure conformance with the Summer Village's requirements.
7. The Contractor will provide qualified employees to provide the Services required under this Contract. The Contractor will provide a representative for the management and administration of the Services required by this Contract.
8. In consideration of the proper performance by the Contractor of the Services pursuant to this Contract, and subject to verification by the Summer Village of the actual Services having been provided by the Contractor, the Summer Village shall pay the Contractor the amount set out in the Contractor's invoice within thirty (30) days from the date of receipt of an invoice from the Contractor. All payments will be subject to a holdback as per the *Builders Lien Act* if applicable and the holdback will be released in accordance with the *Builders Lien Act*.
9. All amounts payable by the Summer Village to the Contractor for Services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon and the Summer Village shall, in addition to the amounts payable, pay to the Contractor all amounts of GST applicable thereon.
10. (a) Nothing in this Contract shall be construed as:
 - (i) constituting either party as the agent, employer or representative of the other party;
 - (ii) creating a partnership; or
 - (iii) imposing upon either party any partnership duty, obligation or liability to the other party.
- (b) The relationship created by this Contract between the Summer Village and the Contractor is that of independent contractor.

11. The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Summer Village, nor to bind the Summer Village in any manner whatsoever.
12. The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Contract.
13. The Summer Village may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved in writing by the Summer Village prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the Summer Village within thirty (30) days from the date upon which such expenses are incurred.
14. The Contractor will report on a regular basis, as required by the Summer Village, on the Services to be provided pursuant to this Contract. The Contractor will make available such information, including data, reports, and documents, as the Summer Village may require from time to time relating to the obligations of the Contractor to allow the Summer Village to evaluate the quality and progress of the Services to be provided under this Contract.
15. Supporting the Contractor's request for payment shall be all applicable invoices for materials, time sheets, government remittance records, statutory declarations and such other material as the Summer Village, acting reasonably, may require.
16. Where the Summer Village determines that the Contractor is in default of its obligations as set out in this Contract, the Summer Village shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall comply with the Summer Village's instructions if:
 - (a) the Contractor corrects the default within the time specified in the Notice of Default; or
 - (b) if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
 - (i) the Contractor provides a schedule to correct default acceptable to the Summer Village; and
 - (ii) the Contractor corrects the default within the time set out in the schedule agreed to by the Summer Village.

In the event that the default is not corrected in accordance with this clause to the Summer Village's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the Summer Village in its sole and unfettered discretion, the Summer Village may, without prejudice to any other right that the Summer Village has pursuant to this Contract, or at law;

- (a) terminate the Contractor's right to continue with the provision of the Services of this Contract, in whole or in part; or
- (b) terminate the Contract forthwith; or
- (c) correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that may be, or become, due and owing to the Contractor, or
- (d) complete the provision of Services or allow another independent contractor to provide the uncompleted portion of the Services if results are not satisfactory to the Summer Village or if the schedule for the performance of the Services is not being met by the Contractor.

The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the Summer Village as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the provision of the Services of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the Summer Village which debt may be offset by the Summer Village against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the Summer Village to the Contractor. The exercise by the Summer Village of the rights pursuant to this clause shall not limit any other remedy the Summer Village may have pursuant to this Contract or at law.

17. This Contract may be terminated for convenience by the Summer Village at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited to payment for Services provided and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor because of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall provide the Services required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the Summer Village with a written report on the Services rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further Services subsequent to the effective date set out in the Notice of Termination for Convenience.
18. The Contractor acknowledges that the Summer Village is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter M25. Confidentiality for any records compiled or created under this Contract cannot be ensured by the Summer Village. Provisions exist under the *Act* to allow disclosure of personal or business information where disclosure would not be harmful to business interest or would not be deemed an unreasonable invasion of your personal privacy as defined within the *Act*. The Contractor also acknowledges that information and records compiled or created under this Contract, which are in the custody of the Contractor, are also subject to the *Act*. If the Summer Village receives a request for information under the *Act*, which includes information

provided by the Contractor, the Summer Village will give the Contractor notice of such request and the Contractor will respond to such notice in accordance with the *Act*. If the Contractor does not respond to the notice from the Summer Village, it will proceed to process the request for information in accordance with its procedures as set forth within the *Act*. If the Summer Village's response to a request under the *Act* is appealed to the Office of the Information and Privacy Commissioner, the Contractor shall be responsible for the burden of proof as to exception from disclosure as defined under the *Act*.

19. The Contractor shall be responsible for all costs related to confidentiality requirements. As applicable, for Summer Village records and information under its care, the Contractor shall bear the burden and associated costs of records management practices required under the *Act*. As well, the Contractor shall be responsible to provide for the protection of confidential Summer Village records and information as required by the *Act*.
20. Neither the Summer Village, nor the Summer Village's employees, shall use, copy, disclose or otherwise communicate any information not available to the public that was gained by them during performance of the duties.
21. Neither the Contractor, nor the Contractor's employees, shall use, copy, disclose or otherwise communicate any information not available to the public that was gained by them during the performance of the Services.
22. The Summer Village shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable for the Contractor to be able to perform the Services required pursuant to this Contract in a satisfactory manner.
23. The Contractor hereby represents and warrants to the Summer Village, and acknowledges that the Summer Village is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
24. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractor's own expense, during the existence of this Contract, or any extension thereof, and shall provide evidence of the existence of same to the Summer Village prior to commencing any of the Services, the following insurance requirements:
 - (a) standard automobile, bodily injury and property damage insurance providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS inclusive and in

respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

- (i) non-owned automobiles;
 - (ii) independent subcontractors;
 - (iii) contractual liability including this Agreement;
 - (iv) broad form property damage endorsement; and
 - (v) products and completed operations coverage.
- (c) errors and omissions coverage for professional services liability with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence or as such higher limit as the Summer Village may determine to be appropriate for future operations;
 - (d) Workers' Compensation coverage for all employees, if applicable, engaged by the Contractor in accordance with the laws of the Province of Alberta; and
 - (e) such other insurance as the Summer Village may from time to time reasonably require.

The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Agreement shall name the Summer Village and any other party designated by the Summer Village as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the Summer Village. The Contractor shall, upon the request of the Summer Village, furnish written documentation, satisfactory to the Summer Village, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

- 25. The Contractor and the Summer Village acknowledge and agree that the Summer Village shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Contract.
- 26. The Contractor shall indemnify and hold the Summer Village harmless from and against all claims, demands, losses, costs, damages, action, suits or proceedings by third parties ("Third Party Claims"), including all legal fees, costs and expenses incurred by the Summer Village in defending such claims, that arise out of or are attributable to the performance of Contract by the Contractor, or the negligence of the Contractor, except any proportion thereof which is attributable to acts or omissions of the Summer Village, its agents or employees, which constitute a breach of this Contract and for which the Summer Village is liable under the terms of this Contract, or for Third Party Claims that arise out of or the negligence of the Summer Village, its agents or employees.

27. The parties acknowledge and agree that the provisions of this Contract, which, by their context, are meant to survive the termination of this Contract, shall survive the termination or expiration of this contract and shall not be merged therein or therewith.
28. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
29. For the purposes of this Contract, the addresses of the parties are:

Summer Village of Horseshoe Bay
PO Box 1778
St. Paul, Alberta
T0A 3A0
Attention: Norman Briscoe, Chief Administrative Officer

AND

Mirek Grzeszczuk
MPE Engineering Ltd.
101, 10630 – 172 Street
Edmonton, AB
T5S 1H8


Any communication, notice or service of documents required to be made during this Contract will be good and sufficient if delivered to, or posted by prepaid registered mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal services, any party giving notice hereunder shall be required to deliver the same.

30. The laws of the Province of Alberta shall govern the interpretation of this Contract and the jurisdiction for any proceeding relating to any matters hereunder shall be Alberta.
31. The obligations of the Contractor performed pursuant to this Contract shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the Summer Village, such approval which may be arbitrarily withheld, and which may be terminated or revoked at any time in the discretion of the Summer Village.

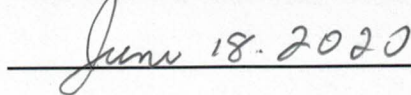
32. This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.
33. This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
34. This Contract shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
35. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract.
36. If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.
37. The parties agree all reasonable efforts shall be made to resolve all disputes under this Contract by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations. The parties agree that any dispute not resolved through negotiation shall be submitted for arbitration in accordance with the provisions of the relevant arbitration legislation in the Province of Alberta. The parties hereto agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

SUMMER VILLAGE OF HORSESHOE BAY


 Per: Norman Briscoe

Title: Chief Administrative Officer

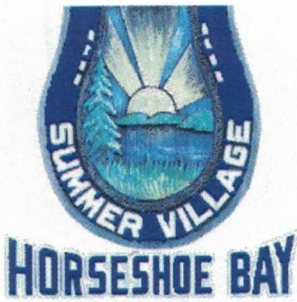


MPE ENGINEERING LTD.

 Per: Mirek Grzeszczuk

Title: Edmonton Region Manager

APPENDIX A
CONTRACTOR PROPOSAL



Summer Village of Horseshoe Bay

P.O. Box 1778
St. Paul, AB T0A 3A0
Phone: (780)645-4677
Email: svhorseshoebay@gmail.com
Website: www.svhorseshoebay.com

Agenda Item Summary Report

Agenda Item 7.b) East End of TWP 594 Road Allowance

Meeting Date: July 4, 2020

Background/Discussion/Options

At the May 23, 2020 Council meeting, council authorized administration to arrange to have the trees and willows removed from the road allowance at the east end of TWP 594 to the bed and shore of Vincent Lake

A quote from Northern Tree Service of \$1,732.50 for tree removal and mulching is attached.

Recommendation/RFD/Comments

MOVED BY _____ that council accept the quote from Northern Tree Service for removal of trees and willows from the road allowance at the east end of TWP 594.

-Carried-

7.b)

ESTIMATE



Norman Briscoe / Horseshoe Bay Village

#14 Horseshoe Bay Dr
Horseshoe Bay, Ab

(780) 645-7770

Northern Tree Services

PO Box 530
St. Paul, Alberta T0A 3A0
Phone: (780) 227-5405
Email: northerntreeserv@gmail.com
Fax: (780) 645-5908
Web: northerntreeab.ca

Estimate # 001869
Date 08/06/2020
Business / Tax # GST#805162039

Description	Total
Mulching	\$800.00
Mulching by contract price	
Mulch roadway to boat launch	
Aprox 60'x80'	
Haul Out Mulch	\$850.00
Scrape up and haul away mulch	

Subtotal	\$1,650.00
Gst	\$82.50
Total	\$1,732.50

Norman Briscoe / Horseshoe Bay Village



Summer Village of Horseshoe Bay

Box 1778 St. Paul, AB T0A 3A0

Phone: (780) 645-4677

Email: svhorseshoebay@gmail.com

Website: www.svhorseshoebay.com

Agenda Item Summary Report

Agenda Item 7.c) S. Dowhun - Stormwater Management, 31 Point Drive

Meeting Date: July 4, 2020

Background

Stormwater Management Plan (SMP). Improvement 31 Point Drive

Steve Dowhun of 31 Point Drive encountered flooding of his lot and garage again this year. In order to avoid further flooding this summer and next spring he has proceeded with the drainage improvements to prevent his lot from flooding again. He ran underground pipe across his property to convey the flow east from the road. The cost is \$1,713.60. \$813.60 for materials (drainpipes, etc.) and \$900 for trenching and labour to lay pipes underground. He has asked the Summer Village to reimburse him for the cost but said he will accept a 50% split, \$856.80.

There is still some leveling and landscaping to be done on his property. He said he would do that himself.

The projected cost of this improvement in the SMP is \$39,000 to \$62,000 depending on the option we choose. There is still a considerable amount of work that needs to be done on Point Drive to solve the overland flooding problems.

Recommendation/RFD/Comments

MOVED BY _____ that the Summer Village of Horseshoe Bay reimburse Steve Dowhun \$_____ toward the cost he incurred to alleviate the flooding of his property.

-Carried-

7.c)



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Agenda Item Summary Report

Agenda Item 7.d) Draft Land Use Bylaw – June 29/20

Meeting Date: July 4, 2020

Background/Discussion/Options

On June 29/20 we received the latest draft Land Use Bylaw from ISL. It contains the edits we requested, removed the graphics and included the reformatted application forms.

It is on this agenda for information only as you may not have time to review it before the meeting on Saturday. It was emailed to you on July 1, so you have time to review it before our next council meeting.

Recommendation/RFD/Comments

MOVED BY _____ that council accept June 29/20 draft Land Use Bylaw for review and discussion at the August council meeting.

-Carried-

7.d)



Norman Briscoe <svhorseshoebay@gmail.com>

Summer Village of Horseshoe Bay Land Use Bylaw

1 message

David Schoor <dschoor@islengineering.com>
To: Norman Briscoe <svhorseshoebay@gmail.com>
Cc: Nathalia Schwind <NSchwind@islengineering.com>

Mon, Jun 29, 2020 at 1:57 PM

Hi Norm, hope you had a great weekend and enjoy Canada Day.

Please find attached the updated draft Summer Village of Horseshoe Bay Land Use Bylaw. It contains the edits you had requested, removes graphics, and includes the reformatted application forms. Please review and advise if you require any edits in advance of or after the Council meeting.


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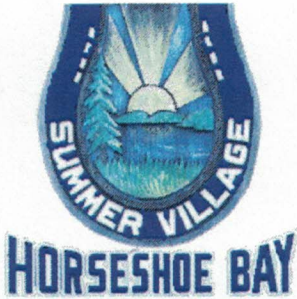
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 **LUB June Draft with edits, June 29_DRAFT.pdf**
949K



Summer Village of Horseshoe Bay

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Agenda Item Summary Report

Agenda Item 8.a) Occupational Health & Safety Director and Coordinator

Meeting Date: July 4, 2020

Background/Discussion/Options

The Regional Director of Occupational Health & Safety and the Coordinator of Occupational Health & Safety have both resigned.

Recruitment ads were placed on June 16th with a closing date of June 30. There were numerous resumes received. A meeting to short list applicants is scheduled for July 6, then potentially schedule interviews for July 9 and 10.

Recommendation/RFD/Comments

MOVED BY _____ that council accept the report from administration regarding OH&S recruitment, as information.

-Carried-

8.a)

The County of St. Paul, Town of St. Paul, Town of Elk Point and the Summer Village of Horseshoe Bay are currently recruiting a

Regional Director of Occupational Health & Safety

Under the direction of the County of St. Paul CAO, the Regional Director of Occupational Health and Safety must work collaboratively and supportively with the regional municipalities in planning, organizing, and providing leadership to the Regional Safety Management System (RSMS) and overall Occupational Health and Safety (OH&S) program for the County of St. Paul, the Town of St. Paul, the Town of Elk Point, and the Summer Village of Horseshoe Bay. The Regional Director will be located at the Town of St. Paul Administration Office.

With the goal of improving the regional capacity to respond effectively to OH&S and provide a safe and incident free workplace, the Regional Director will, among other duties:

- Work collaboratively with the regional leadership teams, their staff, and the Health and Safety Committee (HSC) to proactively address OH&S related issues by monitoring worksite conditions, behaviours, areas of risk, and develop policies, procedures, and processes to address legislative requirements and areas of risk.
- Build the supervisory and managerial capacity within each municipality to improve local responses to OH&S related issues by coaching and mentoring for the required behaviours and mindset to further develop an already strong safety culture and being prepared to rollup sleeves and demonstrate what is required.
- In conjunction with the HSC, develop, implement, maintain, and revise the Regional Safety Management System (RSMS) in accordance with all applicable laws and municipal requirements, supporting and assisting in workplace hazard analyses and developing mitigation action plans when required.
- Develop and deliver safety training as required, including supporting the development of and providing workplace orientations, training, and proper use of PPE for employees and contractors.
- Participate in and support the region through health and safety audits, inspections, corrective action plans, and the preparation of reports as required.
- Assist the region in conducting incident and near miss investigations if required, in conjunction with the HSC, respecting and maintaining confidentiality, and supporting, as required, the WCB return to work program for injured employees.

Qualified Candidate Requirements

The successful candidate:

- Brings progressively responsible experience, including professional OH&S competencies, developing an OH&S program, and responsibility for budgets, operational planning, and staff within an occupational health and safety department.
- Has at a minimum a related post-secondary certificate and/or diploma in occupational health and safety.
- Brings well-developed skills in building and managing relationships and teams, resolving conflicts effectively and calmly, coaching, and communication, along with the ability to evaluate situations and exercise good judgement in making decisions.

Compensation

We offer an excellent benefit and pension package and will negotiate the remuneration based on the knowledge and experience of the successful candidate.

Competition Deadline and Additional Details

If you are interested in this opportunity, please forward your cover letter, resume, and references by June 30, 2020 to the attention of **Sheila Kitz, CAO**.

Please note, the successful candidate will be required to complete a criminal records check and provide a clear driver's abstract.

We thank all applicants for their interest in this position however only those applicants that have been chosen for an interview will be contacted.

Mail County of St. Paul, 5015 49 Ave, St. Paul, Alberta T0A 3A4

Email skitz@county.stpaul.ab.ca

The County of St. Paul, Town of St. Paul, Town of Elk Point and the Summer Village of Horseshoe Bay are currently recruiting a

Health and Safety Coordinator

Working under the supervision of the Regional Director, Occupational Health and Safety (OH&S) the Health and Safety Coordinator supports the Regional Director and the St. Paul Regional OH&S Program. Specifically, the Coordinator will provide support through the coordinating, scheduling, and documenting the occupational health and safety orientations, training, and administrative duties of the occupational health and safety department. The Coordinator will, as needed, provide support to the Regional Emergency Management Agency. The Coordinator is employed by the County of St. Paul and is located out of the Town of St. Paul Administration Office.

Among other duties, the Coordinator will:

- Provide administrative assistance to the occupational health and safety department by tracking incidents, training records, and scheduling a variety of training for employees (e.g., Confined Space, First Aid), along with following the standard safety orientation procedures and documentation in providing safety orientation training for employees.
- Maintaining the occupational health and safety database, manuals, and filing systems.
- Providing administrative support for all disability management functions, such as managing correspondence with WCB and physician offices, along with working with an injured worker when completing the online WCB Claims.
- As needed, fulfill the Emergency Coordinator role for all safety drills and emergencies.

Qualified Candidate Requirements

- High school diploma or GED supplemented by the ability to communicate clearly in writing and verbally, with accuracy and attention to detail on written correspondence.
- The ability to interact with and work courteously and effectively with all levels of staff, ensuring a positive attitude is employed in day-to-day work, along with a professional and personable approach with others is required, along with the ability to maintain confidentiality.
- A Safety Audit designation is an asset.
- Experience and working comfort with the Microsoft Office suite of products is required.

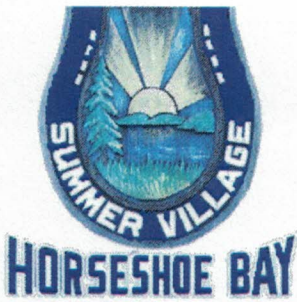
Competition Deadline and Resumes

If you are interested in this opportunity, please forward your cover letter, resume, and references by July 7, 2020 to the attention of **Sheila Kitz, CAO**.

We thank all applicants for their interest in this position however only those applicants that have been chosen for an interview will be contacted.

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Agenda Item Summary Report

Agenda Item 8.b) Regional Director of Emergency Management

Meeting Date: July 4, 2020

Background/Discussion/Options

Trevor Kotowich has been appointed as the new Regional Director of Emergency Management.

Recommendation/RFD/Comments

MOVED BY _____ that council approve the appointment of Trevor Kotowich as the Regional Director of Emergency Management for the St.Paul Region.

-Carried-

8. b)

CAO Report and Action List

What	Status & Comments
<p>1 Stormwater Management</p> <p>All capital work is on hold until we know which stormwater drainage work should be done first, and we can identify funding sources.</p>	<p>The major Capital project for 2020 & 2021 will likely be the Stormwater improvements & drainage mitigation identified in the Stormwater Master Plan (SMP). We are trying to prioritize the improvements in the order they should be done, and how they can be funded.</p> <p>MPE Engineering, the consultant who prepared our SMP, is the consultant we hired for pre-design & implementation. Dave and Mike of MPE, and I, looked at all the areas requiring improvements. MPE have already started the survey work. We asked them to try identify culverts requiring replacement, so that we can try to get some work done this year.</p> <p>I do not know if we will be in a position to do any work this year.</p> <p>I asked MPE to have a report done by November 2020, so that we can apply for an Alberta Transportation grant for next year.</p> <p>The application deadline is November 30, 2020, with approval next winter.</p>
<p>2 Lake access on Twp. Rd 594</p>	<p>Will continue to do work on Twp. Rd 594 in Boat Launch area.</p> <p>Explore Surveys, staked out the width & location of the road allowance. Most of it is over grown with willows & trees. Northern Tree Services gave us an Estimate of \$1,650 to remove the willows & trees. After vegetation is removed, we plan to level and gravel the road allowance.</p>
<p>3 Roads. Non-routine maintenance Paving, crack sealing & pot hole repair.</p>	<p>a) There are a couple of pot holes forming, which we may wish to have done next year, at the same time as crack sealing.</p> <p>b) Darcy Paulichuk told me we should consider doing a surface treatment to our pavement. It is showing signs of oxidizing. Can consider for 2021 budget.</p>
<p>4 Sub-divide 2 new lots from reserve lots & determination of water boundaries</p>	<p>Explore Surveys have done the survey work for the natural water boundary location. They are waiting for Alberta Environment and Parks for their review and approval.</p>
<p>5 Martin Rec. Center betterment & enhancement project.</p>	<p>This project is still on hold until we identify stormwater work and funding.</p>
<p>6 Weed & pest control Himalayan Balsam & beaver control</p> <p>Creek clean up and maintenance.</p>	<p>Lloyd told me, the County have sprayed the Himalayan Balsam twice. I have not yet had a chance to inspect the effect on the weeds.</p> <p>Lloyd continues to keep the path free of deadfall trees, to allow access by the County spraying equipment.</p>



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Agenda Item Summary Report

Agenda Item 11.a) Financial Reports

Meeting Date: July 4, 2020

Background

Financial Reports for 6 months ended June 30, 2020:

- Actual Year-to-Date to Budget,
- Cheque log: for the months of April and June, 2020
- June 30, 2020 Bank Reconciliation

Recommendation/RFD/Comments

MOVED BY _____ that the June 30, 2020 **financial reports**, be accepted as presented.

-Carried-

11.a)

Summer Village of Horseshoe Bay
Actual Year to Date to Budget
For the 6 months ended June 30, 2020

	Budget 2020	YTD Jun 30/20
REVENUE		
Taxation Revenue		
Residential Property Tax	\$ 98,085	\$ 98,085
Minimum Residential Property Tax	16,869	16,869
Total Municipal Res. Property Tax	114,954	114,954
Non-Residential property tax	1,246	1,246
Non-Residential minimum tax	632	632
Non-Res. Linear Property Tax	1,878	1,878
Total Municipal Property Tax	116,832	116,832
Education Requisition transfers out	41,680	41,680
DI Property Tax Requisition	-	-
Total Net Tax Revenue	75,152	75,152
Other Revenue		
User Fees & sales (Certificate fees, Sales, etc)	300	275
Interest Revenue	889	842
Penalties & Costs on Taxes	700	191
Permits & licenses	300	150
Miscellaneous Revenue		1
Recreation Revenue	2,000	-
Total Other Revenue	4,189	1,459
Funding from Grants		
Transfer MSI Op grant	6,818	6,818
Transfer ACP grant Stormwater Mngt & Drainage	246,841	30,405
Total Grant Funding	253,659	37,223
TOTAL REVENUE	333,000	113,834
EXPENSE		
Council		
Council Honorarium	5,700	1,650
Council Travel & Subsistence	1,800	200
Council Communications - Wi-Fi	500	470
Council Memberships & Registrations	1,000	0
Total Council	9,000	2,320
General & Administrative Expenses		
Administration - Contract	17,600	8,807
Travel & Subsistence	200	0
Advertising & Promotions	100	45
Assessment Services	5,150	2,575
Audit & Legal	6,220	420
Communications - Courier & Postage	600	368
Memberships	1,500	1,444
Gen/Admin Materials, goods & supplies	1,000	1,310
Gen Admin Services & Bank S/C	80	118
Miscellaneous & Other Expenses	100	0
Registrations	100	0
WCB	350	355
WebSite Maintenance	1,000	559
Total General & Administrative Expenses	34,000	16,001

Summer Village of Horseshoe Bay
Actual Year to Date to Budget
For the 6 months ended June 30, 2020

	Budget 2020	YTD Jun 30/20
EXPENSES continued		
Roads, Streets, Walks, Lighting		
Roads services Crack filling, bridge Insp.	13,000	0 from MSI CAP
Road M & repairs materials	1,659	100
Roads Maintenance County of St Paul	4,000	741
Signage	500	22
Stormwater & Drainage	246,841	30,405
Amortization - Roads & Bridges	49,000	24,429
Total Roads, Streets, Walks, Lights	315,000	55,697
Fire & Other Preventive Services		
Police Recovery costs	1,624	
Emergency Management (E911)	300	146
Prevention Services purchased		0
Preventive Services materials, & supplies	56	0
Fire Expense County of St Paul	2,920	2,920
Reg. Emergency Management Exp	1,600	72
Reg. Occupational Health & Safety	1,000	
MuniSite (WebMap) GIS (AAG)	500	
Total Fire & Preventive Services	8,000	3,138
Waste Management		
Waste Management goods & supplies	703	
Waste Management Expenses County	12,297	0
Amortization	1,000	360
Total Waste Management	14,000	360
Planning, Development & IM Collaboration		
ISDAB per diem per meeting & training	1,000	0
IM Collaboration IDP,MDP,LUB,ICF,CARES	0	
Planning, Develop't & IM Collaboration	1,000	0
Parks & Recreation		
Contracted Services - Hall	500	
Contracted Services - Park grass & equip	3,000	1,820
Contracted Services -non-gov't	1,500	
Total Contracted Services - Labour	5,000	1,820
Contracted Services County of St. Paul	2,000	
SV share of exp. Rec Class A assets	2,557	
Insurance Rec. Centre & Recreation	2,400	2,368
Purchase of other P&R Services	0	0
Materials, Goods & Supplies	2,543	289
Utilities	4,500	1,860
Small capital purchases	2,000	
Amortization Parks & Recreation	4,000	1,938
Total Parks & Recreation	25,000	8,275
TOTAL OPERATING EXPENSE	406,000	85,791
NET INCOME (Deficit)	-73,000	28,043
Other		
Government transfers for Capital	133,000	0
Excess (Shortfall) Rev. over Exp.	60,000	28,043
Adj. for cash items not PSAB Rev. or Exp.		
Tangible Capital Assets expenditures	- 148,000	-12,785
	-88,000	15,258
Adjustment for non-cash items		
Amortization of TCA	54,000	26,727
Transfer from Unrestricted Surplus for Operating	4,000	
Transfer from Unrestricted Surplus	30,000	12,785
FINANCIAL PLAN Balance	\$ -	\$ 54,770

Summer Village of Horseshoe Bay

Cheque Log for A/C#1060 CU Chequing Account from May 1 to June 30, 2020

No.	Date	Payee	Purpose	Amount
Cheque Log for A/C#1060 CU Chequing Account from May 1 to May 31, 2020				
2345	5/5/2020	Lloyd & Norrie Miller	Rake, remove, cut grass & maintain mower Apr/20	\$ 900.00
2346	5/7/2020	Morris & Judy Sawchuk	2 rolls 1/4" elastic band for COVID-19 face masks	65.98
2347	5/22/2020	AltaGas Utilities	Hall Heat to May 9, 2020	103.75
2348	5/22/2020	BMO Bank of Montreal MasterCard	Postage stamps, paper & office supplies	283.32
2349	5/22/2020	Direct Energy Reg. Services	Elec Power bills to May12/19	218.90
2350	5/29/2020	Lakeland Signs	COVID19 Warning Sign for Playground & Fire Bar	157.18
2351	5/31/2020	Norman R Briscoe	May Contract & WebSite maintenance	1,498.65
Total amount paid May 1, 2020 to May 31, 2020				<u>3,227.78</u>
Cheque Log for A/C#1060 CU Chequing Account from June 1 to June 30, 2020				
2352	6/11/2020	Lloyd & Norma Miller	Cut grass, trees & weeds May 2020	920.00
2353	6/11/2020	Cornerstone Co-operative	Gas, Flag & ropes	148.18
2354	5/11/2020	Great West Newspapers	Notice mailing Assess't/Tax Notices	47.25
2355	6/11/2020	Explore Surveys Inc	Changes to water boundary & Sud-divide 2 res lot:	5,424.72
2356	6/23/2020	AltaGas Utilities	Hall heating to Jun 9, 2020	91.70
2357	6/23/2020	BMO Bank of Montreal MasterCard	Envelopes/Basketball/200 Potage stamps	212.09
2358	6/23/2020	Direct Energy Reg. Services	Elec. Power to June 11, 2020	254.40
2359	6/30/2020	Yvennette Lavoie	\$100 towards cost of gravel 109 HomesteadTr	100.00
2360	6/30/2020	Norman R Briscoe	June Contract & WebSite maintenance	1,498.65
2361	6/30/2020	Gov't of Alberta - Education	ASFF requisition 2ndtQ Apr-Jun, 2020	10,264.94
Total amount paid Jun 1, 2020 to Jun 30, 2020				<u>18,961.93</u>
Total amount paid May 1, 2020 to Jun 30, 2020				<u>\$ 22,189.71</u>

This Statement submitted to Council the 4th day of July, 2020


Norman Briscoe, CAO

Summer Village of Horseshoe Bay
 Servus Credit Union
Bank Reconciliation
 June 30, 2020

Balance of Chequing account per bank statement as at June 30, 2020 \$ 12,286.12

Add Outstanding deposits

Date	Ref No.	Payer/Source	Amount
Jun 30/20			
Jun 30/30		Transfer from Saving a/c	-
Total Outstanding deposits			0.00

Sub-total

12,286.12

Less Outstanding cheques & transfers to sav.

Date	Cheque #	Association of Smumer Villages of Alberta	Amount
Jun 30/30	2359	Y Lavoie Gravel for edge of pavement Lot 109	\$ 100.00
Jun 30/ 20	2360	Norman Briscoe - Contract/Website maint	1,498.65
			1,598.65

Balance of Chequing account as at June 30, 2020

10,687.47

Balance of Chequing a/c per general ledger a/c 1060

10,687.47

Difference June 30, 2020 \$ 0.00
 explanation if required.

none

Balance of savings account per bank statement as at June 30, 2020 \$ 268,344.03

Add outstanding transfers from Chequing a/c

-

Less outstanding transfer to Chequing a/c

-

268,344.03

Balance of savings a/c per general ledger a/c 1065

268,344.03

Difference June 30, 2020 \$ 0.00
 explanation if required.

Cash in Bank June 30, 2020

General ledger a/c# 1060 Chequing account

\$ 10,687.47

General ledger a/c# 1065 Savings account

268,344.03

Cash in Bank June 30, 2020

\$ 279,031.50


 Norman Briscoe, Administrator