

SUMMER VILLAGE OF ISLAND LAKE
AGENDA

Tuesday, January 16, 2023

Via Zoom

Commencing at 5 p.m.

As per Bylaw 02-2022 there will be no audio/video recordings of meetings.

1.	<u>Call to Order</u>		
2.	<u>Agenda</u>	a)	January 16th, 2024 Regular Council Meeting Council Options 1. THAT Council approve the January 16 th , 2024, Regular Council Meeting Agenda as presented. 2. THAT Council approve the January 16 th , 2024, Regular Council Meeting Agenda as amended.
3.	<u>Minutes:</u> <i>Attachment</i>	a)	December 19 th , 2023, Regular Council Meeting Minutes Council Options 1. THAT Council approve the December 19 th , 2023, Regular Council Meeting Minutes as presented. 2. THAT Council approve the December 19 th , 2023, Regular Council Meeting Minutes as amended.
4.	<u>Bylaws</u> <i>Attachment</i>	a)	Animal Control Bylaw 05-2023 The Animal Control Bylaw # 05-2023 has been updated as per Council direction and is being presented to Council for 1 st Reading. Following 1 st Reading, Administration will post on the web for comment from residents prior to recommending 2 nd and 3 rd Readings. Council Options 1. THAT Administration amend the Animal Control Bylaw # 05-2023 2. THAT Council give 1 st Reading to the Animal Control Bylaw # 05-2023.
5.	<u>Business</u>	a)	Annexation Quote Administration has received an updated quote from MPS for assistance with preparing the annexation application. This updated cost estimate reflects MPS' current billing rates and incorporates their knowledge with the annexation process. There is a

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			<p>significant amount of more work to be undertaken leading up to the annexation hearing that was not initially anticipated.</p> <p>The cost estimate includes 2 phases: Phase 1 includes a focused review of the Summer Village and County planning documents to identify relevant annexation criteria that may apply to this particular annexation. Cost \$6,699.00</p> <p>Phase 2 Application preparation and submission to the Land and Property Rights Tribunal for review. Uncontested costs = \$ 18,795.00 Contested costs = \$ 27,825.00</p> <p>Total costs will be between \$ 25,494.00 and \$34,524.00. This project could be funded through reserve.</p> <p>Council</p> <ol style="list-style-type: none">1. That Council approve proceeding in the Shanks Annexation proposal with funding from reserves to be no more than \$34,524.00 as per estimate.2. That Council table the Shanks Annexation for an indefinite period.
	<p><i>Attachment sent under separate cover.</i></p>	b)	<p>SDAB Appointments</p> <p>At the December 19, 2023, Council meeting, Administration was asked to provide information of candidates from Milestone Municipal Services to Council for review and possible reappointment.</p> <p>Council Options</p> <ol style="list-style-type: none">1. THAT Council appoint the following members to the Summer Village of Island Lake Subdivision and Development Appeal Board until the 2024 Summer Village Organizational Meeting:<ol style="list-style-type: none">a.b.c.d.e.

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	<i>Attachment</i>	c)	Ball Diamond Rental Agreement At the December 19 th Regular Council meeting recommendations were suggested to the Ball Diamond Rental Agreement. These changes have been incorporated into the agreement. The Ball Diamond Rental Agreement is being presented to Council for further discussion and possible approval. Council Options <ol style="list-style-type: none"> 1. THAT Council approve the Ball Diamond Rental Agreement as presented. 2. THAT Council approve the Ball Diamond Rental Agreement as amended. 3. THAT Administration further amend the Ball Diamond Rental Agreement to incorporate the following concepts and ideas: <ol style="list-style-type: none"> a. b.
6.	<u>Financial</u> <i>Forwarded under separate cover.</i>	a)	Income and Expense Statement December 31, 2023. Council Options <ol style="list-style-type: none"> 1. THAT the December 31st, 2023 Income and Expense Statement be received for information. 2. THAT Administration
7.	<u>Councillors' Reports</u>	a) b) c)	Mayor Newton Deputy Mayor Fisher Councillor Wasmuth
8.	<u>Administration Reports</u>	a)	CAO I have been working on the following items: <ul style="list-style-type: none"> • Year End Financial Requirements • Canada Summer Jobs Grant Application • Financial Research

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		b)	ADMINISTRATION I have been working on the following <ul style="list-style-type: none">• Arranging meeting with Athabasca County Enforcement.• Year end taxation.• Policies and bylaws
	<i>Report sent to Council separately.</i>	c)	Outstanding from previous meetings
9.	<u>Communications and Correspondence</u>		N/A
10.	<u>Closed Session</u>		N/A
11.	<u>Next Meeting</u>		Next Meeting is scheduled for February 20 th , at 5:00 p.m. via zoom.
12.	<u>Adjournment</u>		

Next Meetings:

February 20, 2024	August 20, 2024
March 19, 2024	September 17, 2024
April 16, 2024	October 15, 2024
May 21, 2024	November 19, 2024
June 18, 2024	December 17, 2024
July 16, 2024	

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 19, 2023
VIA ZOOM

Council: Mayor Newton
Deputy Mayor Fisher
Councillor Wasmuth

Administration: Chief Administrative Officer, Phyllis Forsyth
Administrative Assistant, Les Forsyth

1.	CALL TO ORDER	Mayor Newton called the meeting to order at 5:01 p.m.
2.	AGENDA 23-223	MOVED by Mayor Newton THAT the November 21 st , 2023, Regular Meeting Agenda be approved as amended. <p style="text-align: right;">CARRIED</p>
3.	MINUTES 23-224	MOVED by Deputy Mayor Fisher THAT the November 21 st , 2023, Regular Council Meeting Minutes be approved as presented. <p style="text-align: right;">CARRIED</p>
4.	BYLAWS	
	23-225	03-2023 Fees and Charges MOVED by Deputy Mayor Fisher THAT 1 st Reading to Bylaw 03-2023 Fees and Charges be given. <p style="text-align: right;">CARRIED</p>
	23-226	MOVED by Mayor Newton THAT 2 nd reading to Bylaw 02-2023 Fees and Charges be given <p style="text-align: right;">CARRIED</p>
		Reserves and Parks Bylaw
	23-227	MOVED by Mayor Newton THAT Administration update the bylaw as recommended and submit to Council for 1 st Reading in January. <p style="text-align: right;">CARRIED</p>

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 19, 2023
VIA ZOOM

	23-228	Animal Control Bylaw MOVED by Mayor Newton THAT Administration update the bylaw with additions received for Council and submit to Council for 1 st Reading at the January meeting. <p style="text-align: right;">CARRIED</p>
5.	BUSINESS	Historical Society Requests
	23-229	MOVED by Deputy Mayor Fisher THAT Administration reach out to the Historical Society and advise that Council will consider supporting other projects that are of mutual benefit. <p style="text-align: right;">CARRIED</p>
	23-230	Ball Diamond / Park Rental Agreement MOVED by Councillor Wasmuth THAT Administration amend the policy as per Council recommendations and bring back to a future meeting. <p style="text-align: right;">CARRIED</p>
6.	FINANCIAL REPORT	November 30th Income and Expense Statement
	23-231	MOVED by Mayor Newton THAT the November 30 th Income and expense Statement be received for information. <p style="text-align: right;">CARRIED</p>
		2024 Operating Budget
	23-232	MOVED by Deputy Mayor Fisher THAT the 2024 Interim Operating Budget be set at 1/3 of the 2023 Operating Budget. <p style="text-align: right;">CARRIED</p>
		Grant Status Report
	23-233	MOVED by Mayor Newton THAT the Grant report be received for information. <p style="text-align: right;">CARRIED</p>

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 19, 2023
VIA ZOOM

	23-234	5 Year Capital Plan MOVED by Councillor Wasmuth that the 5 Year Capital Plan be approved as presented. CARRIED
7.	COUNCIL REPORTS 23-235	MOVED by Mayor Newton that Council accept the Council Reports for information. CARRIED
8.	ADMINISTRATION REPORTS 23-236	MOVED by Mayor Newton that Council accept the Administration Reports for information. CARRIED
9.	NEXT MEETING	Next meeting is scheduled for January 16 th , 2024, at 5:00 p.m. via zoom.
14.	ADJOURNMENT 23-237	MOVED by Mayor Newton THAT the Regular Council meeting for the Summer Village of Island Lake for December 19 th 2023, be adjourned at 6:56 p.m.

Mayor, Chad Newton

Chief Administrative Officer, Phyllis Forsyth

SUMMER VILLAGE OF ISLAND LAKE
(hereinafter referred to as the “Summer Village”)

ANIMAL CONTROL BYLAW

IN THE PROVINCE OF ALBERTA

BY-LAW 05-2023

BEING A BY-LAW OF THE SUMMER VILLAGE OF ISLAND LAKE TO REGULATE AND CONTROL ANIMALS WITHIN THE LIMITS OF THE SAID SUMMER VILLAGE.

WHEREAS, under the provisions of the Municipal Government Act, being Chapter M26 of the Revised Statutes of Alberta, January 1, 2023, and amendments thereto. The Council may pass a by-law authorizing regulation and control of animals within the boundaries of the said Summer Village; and

WHEREAS, the Council of the Summer Village of Island Lake deemed it proper and expedient to pass a by-law to regulate and control animals within the boundaries of the said Summer Village;

NOW THEREFORE, under the authority and subject to the provisions of Section 164 of the Municipal Government Act, being Chapter M26 of the Revised Statutes of Alberta, 2000, and amendments thereto, the Council of the Summer Village of Island Lake, in the Province of Alberta, duly assembled enacts as follows:

TITLE

1. This by-law may be cited as the “Animal Control Bylaw”.

DEFINITIONS

2. In this Bylaw:

- a) “Animal” means any dog or cat.
- b) “Animal Control Officer” means any person, firm or corporation appointed by Council to administer and enforce the provisions of this Bylaw.
- c) “Bylaw Enforcement Officer” means a person appointed by the Summer Village Council pursuant to the provisions of Section 39 of the Police Act of Alberta.
- d) “Cat” means a member of the species *Felis Catus*, commonly referred to as the domestic, house, farm or feral cat.
- (e) “Council” means Council of the Summer Village of Island Lake.
- (f) “Dog” means a member of the species *Canis Lupus Familiaris* commonly referred to as the domestic dog.

(g) "Owner" means:

(i) in the case of land, any person registered under the Land Titles Act as the owner of the fee simple estate in a parcel of land; or

(ii) in the case of personal property, any person who has lawful possession or the right to exercise control over it or to be the registered owner of it and, for greater certainty includes any person:

i. who has the care, charge, custody, possession or control of an animal.

ii. who owns or claims a proprietary interest in an animal.

iii. who harbors, suffers, or permits an animal to be present on any property owned or under their control.

(h) "Peace Officer" has the same meaning as in the Provincial Offences Procedures Act.

(i) "Person" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative.

(j) "RUNNING AT LARGE" – means an animal which is not on a leash and/or under the control of a person that is responsible and is actually upon property other than the property of the animal's owner.

RUNNING AT LARGE:

Within the boundaries of the Summer Village of Island Lake.

3. a) The boundaries of the above-mentioned Summer Village shall be the same as those shown in the Land Use By-law 08-2021.

b) No person or persons owning, harboring or having charge or custody of any animal shall allow such animal to run at large within the limits of the above referenced Summer Village.

NUISANCE

4. a) The owner of an animal shall not permit the animal to be or become a public nuisance by:

i) biting, barking at, or chasing a pedestrian;

ii) biting or barking at or chasing livestock, bicycles, automobiles , or other vehicles;

iii) barking, howling, or otherwise disturbing any person,

iv) causing damage to property or other animals

LIMIT OF NUMBER

No person shall keep or have more than three animals (dogs and/or cats) on any land, house, shelter, room, place, building, structure, or property within the Village, unless:

a) The dogs or cats in excess of the limit are under six (6) months of age and are the off-spring of a dog or cat residing at the same location;

b) The owner of the dog or cat that is in excess of the limit is temporarily visiting a resident of the Village.

AUTHORITY TO IMPOUND

5. a) A Bylaw Enforcement Officer, or a Peace Officer may capture and impound any animal in respect of which he believes or has reasonable grounds to believe an offense under this by-law is being or has been committed.

b) A Bylaw Enforcement Officer, Peace Officer, or any person authorized by this by-law to enforce the provisions contained herein may enter onto the land surrounding any buildings in pursuit of any animal/animals which have been Running at Large.

c) Any animal so impounded may be confined in an authorized pound or veterinary clinic, where it shall remain for a period of up to 72 hours after which it shall be disposed of as hereinafter set forth, unless previously redeemed.

d) Provided that, where an animal running at large cannot be captured after reasonable diligence, the same may be destroyed by a Bylaw Enforcement Officer or other person authorized by Council.

e) Impoundment Fees and Charges

Before the owner of an animal that is impounded obtains possession of the animal, he shall pay to the Animal Control Officer of Summer Village of Island Lake, in addition to any penalties provided herein within Section 6, the following costs and fees:

- All Veterinarian fees
- All Boarding fees
- Any additional costs

Any animal not so redeemed may be sold by the pound keeper to any person paying the fees and costs, as herein provided, and any animal not so redeemed or sold, shall be destroyed by the application of a humane form of euthanasia.

SUMMARY CONVICTION

6. a) A person who contravenes a provision of this Bylaw by doing something which he/she is prohibited from doing, or by failing to do something which he/she is required to do, or by doing something in a manner different from that in which he/she is required or permitted to do in this Bylaw, is subject to a fine of one hundred dollars (\$100.00) for the first offence, two hundred (\$200) for the second offence, and five hundred (\$500) for each subsequent offence, per animal, per incident.

- b) The levying and payment of any fine for any period provided in this By-law shall not relieve a person from the necessity of paying any fees, charges or costs for which he/she is liable under the provisions of this By-law.
- c) A Provincial Judge, in addition to the penalties provided in this Section may, if the offence is considered sufficiently serious, can direct or order the person that owns, keeps, maintains, or harbors an animal or animals to prevent disturbance or a nuisance complained of, or to have the animal removed from the Summer Village or to have the animal destroyed.

RABIES OR COMMUNICABLE DISEASES

7. In the event of an outbreak or a threatened outbreak of rabies, or any disease affecting dogs and/or cats which may be transmitted to human beings, Council may by resolution, order and direct that all dogs and/or cats shall be securely tied up by the owner or shall otherwise be effectively confined and prevented from being at large, within the Summer Village of Island Lake. Any dog and/or cat found at large is in contravention of this section and shall be impounded or destroyed.

COMING INTO FORCE

- 8. That Bylaw 05-2012 is hereby repealed.
- 9. THAT this by-law shall be effective as, on and from the date of final passing.
- 10. THAT this bylaw shall come into force on the date of final passing.

READ A FIRST TIME this day of _____.

READ A SECOND TIME this _____ day of _____.

With the unanimous consent of all council Members present,

READ A THIRD TIME AND FINALLY PASSED the _____ day of _____.

MAYOR

MUNICIPAL ADMINISTRATOR

Summer Village of Island Lake – Ball Diamond/Park Rental Agreement



Summer Village of Island Lake (SVIL)

Ball Diamond/Park Rental Agreement

I, _____ (hereinafter referred to as “Renter”) representing _____ (hereinafter referred to as “Group”) confirm that I am the representative of the named group and that I have read this Rental Agreement and me and my organization will abide by the following conditions:

Conditions of Use:

1. Use of the ball diamond shall be confined to the ball diamond area.
2. All rental activities must be completed by 11:00 p.m. with the exception of Friday and Saturday evenings when this time may be extended to 12:00 midnight.
3. Each group using the ball diamond shall name one person to be responsible, and this person must sign the Rental Agreement on behalf of the Group. Groups must supply adequate supervision and traffic control while on SVIL property.
4. This Agreement is not transferable.
5. Groups serving or selling liquor shall be required to obtain the proper Alberta Gaming and Liquor Commission permit and be responsible for following the regulations of the Alberta Gaming and Liquor Commission. No liquor or cannabis is permitted on the Ball Diamond/Park Area. Party Alcohol Liability (PAL) insurance is required for any event serving alcohol. Proof of PAL insurance is to be forwarded to the SVIL Administration Office prior to the event.
6. The booking party shall be responsible for the care, custody and control of the premises and shall also be responsible for the safekeeping and safety of the people on the premises during the rental period.
7. The Renter shall be responsible to provide their own liability insurance protection. The Summer Village of Island Lake will not be responsible for injuries occurring on the property. The Renter and the Group, joint and several, hereby indemnifies the Summer Village of Island Lake for any and all claims arising from the use of the Ball Diamond/Park Area during the rental period. Waivers must be provided for all adult players and consent of risk forms for minors. Proof of General Liability Insurance must be forwarded to the SVIL Administration Office prior to the event.
8. Should there be any damage or breakage to the ball diamond facilities, the renter shall be responsible to pay for any repair or replacement costs and assume responsibility for the actions of the Group.
9. If the Ball Diamond/Park Area are not cleaned by the Renter/Group, to the satisfaction of the SVIL, costs to the SVIL for clean up will be the responsibility of the Renter.
10. The Village reserves the right to reject and/or cancel any rental bookings.

Summer Village of Island Lake – Ball Diamond/Park Rental Agreement

11. The Renter accepts the Ball Diamond/Park Area in an “as is” condition and it is the responsibility of the Renter, the Group, the teams and individual players to familiarize themselves with the conditions and hazards on the field and in the vicinity.
- 12. Rental of port-a-potties are the responsibility of the Renter. It is the responsibility of the Renter to provide sufficient facilities (port-a-potties and garbage cans) to accommodate the expected number of attendees.**
13. Dogs/pets are not allowed in the park unless leashed at all times and the Renter is responsible to ensure all pet owners clean up after their pets and/or clean up on their behalf.
14. Emergency Phone Numbers: Fire, Ambulance, Police – **911.**
15. The Renter hereby releases, indemnifies and saves harmless the Summer Village of Island Lake against any claim or damage of any nature incurred by use of the rented Ball Diamond/Park Area. The SVIL shall not be liable in any way for any personal injuries sustained or damage to the property of the rental Group, the group’s guests, invitees, agents, employees, contractors or any other person(s) save and except for such injuries or damages as are caused by the gross negligence of the SVIL in the ball diamond and area contracted for herein. In any event, the liability of the SVIL shall not exceed the total amount of the general comprehensive liability of the comprehensive liability policy of the SVIL and it is expressly agreed that the SVIL shall in no event be liable for special, indirect or consequential damages.
16. In the case of inclement weather, the renter shall have the right to reschedule their rental to another(other) open date(s) if they contact the SVIL 48 hours prior to the rental date(s).
17. This Rental Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
18. This Rental Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof. All prior discussions are merged herein and superseded hereby.

RENTERS AGREEMENT & RESPONSIBILITY

The renter shall indemnify the Summer Village of Island Lake, its agents and employees, from and against any claims, demands, losses, damages, actions, suits or proceedings by third parties that arise out of a

Summer Village of Island Lake – Ball Diamond/Park Rental Agreement

private booking of the Ball Diamond/Park, unless proven to be directly caused from gross negligence by the Summer Village of Island Lake.

I have read, understand and agree to comply with the Rental Agreement of the Ball Diamond/Park Area located at Plan 3857KS, Block 1, Plan R (Roll #341).

Renters Name: _____

—

Address: _____ **Postal Code:** _____

Telephone: _____ **home** _____ **cell** _____ **business** _____

Email address: _____

Representing (Group Name): _____

Date(s) of Rental: _____

Time(s) of Rental: _____

Purpose/Use of Ball Diamond: _____

This Agreement signed this _____ **day of** _____, **20**_____

Summer Village of Island Lake

Renter representative:

The afore stated Renter, the individual signing the Summer Village of Island Lake Ball Diamond/Park Rental Agreement, is responsible for the SVIL Ball Diamond/Park Area to ensure that all rules and regulations per this agreement are followed from the event start time to the event completion time as stated in the this Rental Agreement. This signed and dated Rental Agreement must be delivered to the Summer Village of Island Lake, Administration Office, 4915 – 50th Avenue, Bruderheim, AB, T0B 0S0, or via email at info@islandlake.ca.

Personal information is collected under the authority of Section 33 (c) of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of the FOIPP Act, Questions regarding this collection of personal information may be directed to the Summer Village of Island Lake FOIP Coordinator at (780) 237-2204.

