

SUMMER VILLAGE OF ISLAND LAKE AGENDA

Tuesday, October 19th, 2021 at 4:30 p.m.

Westlock Inn & Via Zoom

As per Bylaw 02-2016 there will be no audio/video recordings of Meetings

1.	<u>Call to Order</u>		
2.	<u>Agenda</u>	a)	October 19 th , 2021 Regular Council Meeting (Council approve as is or with additions/deletions/changes)
3.	<u>Minutes:</u> pages 1-5	a)	September 21 st , 2021 (Council approve as is or with additions/deletions/changes)
4.	<u>Appointments or Delegation</u>	a)	N/A
5.	<u>Public Hearings</u>	a)	N/A
6.	<u>Bylaws:</u> Bylaw 05-2020 pages 6-24	a)	Bylaw 05-2020 Procedural Bylaw – Council has requested consideration to review and amend Bylaw 05-2020 in consideration of the Agenda and Order of Business section with regard to time-lines for delegations, reports & documents and agenda release, along with other amendments. The current Bylaw and Amended Bylaw are attached for review and consideration. Note that the yellow sections are Administration changes (additions or expansions on definitions), red are items that require discussion – as indicated at the last meeting, green are comments from the second review and purple is just indicating those items that require more discussion. <i>(that Administration make the changes as directed by Council, or some other direction as given by Council at meeting time)</i>
	Bylaw 10-2021 pages 25-26	b)	Bylaw 10-2021 Bylaw to Rescind Bylaw 06-2020, Temporarily Mandate the Wearing of Face Coverings. Council has requested that the noted Bylaw be rescinded as Provincial Legislation is in place to mandate the wearing of face masks. <i>(Council give all readings to Bylaw 10-2021 rescinding Bylaw 06-2020 as is, or defer for further consideration/direction)</i>
	Bylaw 09-2012 pages 27-35	c)	Bylaw 09-2012 – Bylaw Respecting Road Bans, Vehicle Weight Restrictions and Road Protection, Councillor Wasmuth requested that this Bylaw be placed on the agenda for review and discussion. <i>(Council direction as given at meeting time)</i>
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	Bylaw 07-2018 pages 36-46	d)	Bylaw 07-2018 – Bylaw for Matters Related to the Control of Vehicle, Animal & Pedestrian Movement and Traffic, Councillor Wasmuth requested that this Bylaw be place on the agenda for review and discussion. <i>(Council direction is requested).</i>
7.	<u>Business:</u> pages 47-74	a)	<p>Northern Lights Library System – this item was deferred at our last Council meeting; in April 2021 Council opted to withdraw from the Northern Lights Library System because of what was considered the value for dollar at that time. In the existing agreement that we have with the library system, in 2021 the levy for the Summer Village is \$10.46 per capita for a total of \$2,384.88. At the July Council meeting, James MacDonald, the Executive Director and Vicky Lefebvre, Board Chair attended to outline the investment that our dollars represent to the library system. Attached is the original Agreement and the outline of that investment. This item is being brought back from the last meeting as Council requested a response to the query that the Summer Villages have a single representative on the Board. In response, James MacDonald, Executive Director has responded that two policies are being presented to the November 27th, 2021 Board Meeting that he believes will pass:</p> <ol style="list-style-type: none"> 1. Approval for the Summer Villages to choose to have a single representative 2. A permanent position on the Executive Committee for a representative from the Summer Villages. <p><i>(that in consideration of the value for dollars contributed to the Northern Lights Library System by the Summer Village of Island Lake, that motion #21-81 made April 20th, 2021 as follows: " that the Summer Village of Island Lake forward a letter to the Northern Lights Library System notifying of the intent to withdraw from The Northern Lights Library System Master Agreement" in accordance with clause 13.1 – Withdrawal from Agreement; and further, once this Agreement is terminated, and that any future contributions to libraries be forwarded directly to the Athabasca Library" be withdrawn; or that this motion stands and the Summer Village continues with the withdrawal process; defer until after a pending future presentation (see below) or some other direction by Council at meeting time.)</i></p> <p>As well, we have received a request for dates for a meeting with NLLS Executive to provide their "Service Presentation" to Council. They are requesting two dates to accommodate this request.</p> <p><i>(that Council provide two dates to accommodate the Service Presentation request from the Northern Lights Library System or some other direction given by Council at meeting time)</i></p>

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pages 75-76	b)	#179 Lakeshore Drive South – Mayor Newton has received a request from the property owner of 179 Lakeshore Drive South for a ditch install between the road and their property with culvert under the driveway to allow appropriate water flow. This item was deferred from the last meeting to allow Council an opportunity to inspect the property to ascertain what the best course of action may be regarding drainage; and if required, engage a contractor and/or engineer to provide various options and pricing. <i>(direction as given by Council at meeting time)</i>
pages 77-106	c)	WSP Canada Inc. – Traffic Study and Safety Recommendations – WSP Canada was contracted to conduct a Traffic Study and Recommendations in late 2020. This traffic study involved conducting a traffic study at two peak times of the year to gain meaningful information about the traffic patterns within the Summer Village. This item was deferred from the last meeting to allow Council an onsite meeting at Spruce Drive and Lakeshore Drive South to further discuss the Traffic Speed Study and Safety Review and proposed improvements provided by WSP Canada Inc. and bring back to a Council meeting for further discussion. <i>(direction as given by Council at meeting time)</i>
pages 107-121	d)	Subdivision & Development Appeal Board Members – SDAB members must take a refresher course every three (3) years to stay current on appeal matters (such as changes in law, planning and/or administration.) We previously appointed Denis Meier, Jason Shewchuk and Jamie Kraley to the Subdivision and Development Board, however would like also appoint others that have completed the required training to ensure we have quorum for any appeals that we receive. We require Council appointment of the following individuals to sit on the Board for this and any subsequent Hearings: Rainbow Williams, John Roznicki, John McIvor, Gerald Stark and Chris Zaplotinsky. <i>(that Council appoint Rainbow Williams, John Roznicki, John McIvor, Gerald Stark, Denis Meier, Jason Shewchuk, Jamie Kraley and Chris Zaplotinsky to the Subdivision and Development Appeal Board)</i>

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		e)	Recruitment of New Development Officer – Councillor Wasmuth has requested that this item be added to the agenda for discussion. <i>(Council direction at meeting time).</i>
pages 122-124		f)	Community Peace Officer Collaboration – at the June 24 th , 2021 Athabasca County Council meeting, Council directed Administration to investigate the potential of collaborating to provide more enforcement services within the County boundary area. Athabasca County administration reached out to the Town of Athabasca, the Village of Boyle and the Summer Villages to open up these discussions. The County provided three CPO funding options, the first to allocate the position by number of table properties, the second by taxable assessment values and the third to allocate 5% to each Summer Village, 10% to the Village of Boyle and 50% to Athabasca County (percentage values could be adjusted to other values if desired). Some of the questions coming out of the proposals were; How does the time get expended? Does the allotment get used every month? Can the time be banked, i.e. used in a multiple day blitz to control parking or speeding violations, Is it preferred that it be used on regular days scheduled in the month for community patrolling and complaint investigation, If the Village wanted to pursue enforcement fines through the Courts, does the CPO's time at court get charged to the allotment? <i>(that the Summer Village of Island Lake continue discussion of the Community Peace Officer Collaboration with Athabasca County or some other direction at meeting time)</i>
		g)	Summer Village of Island Lake Website – Councillor Wasmuth has requested this item be added to the agenda; as the website is the main communication medium with Summer Village of Island Lake residents, the messaging should be relevant, timely and up to date. <i>(Council discussion and direction at meeting time)</i>
pages 125-134		h)	Fortis Franchise Fee for 2022 – each year Council is provided the information with respect to your franchise fee and Council sets what the franchise fee will be for the subsequent calendar year. Currently your fee is set at 0%, and the cap on fees is 20%. If Council chooses to set the

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			fee to 3% the estimated revenue generated in 2022 is \$6,742, if Council was to consider an increase to 5% the estimated revenue generated would be \$11,237. A list showing the % fee for other urban municipalities is attached, along with all sorts of other information (<i>that Fortis Franchise Fee for the Summer Village of Island Lake remain at 0% OR that Fortis Franchise Fee for the Summer Village of Island Lake for the 2022 year be set at _____%</i>)
	pages 135-137	i)	Tax Penalty Cancellation Request – we have received a request from the resident at 17 Moose Ave. for consideration to reverse late payment charges on the tax account. Due to personal circumstances, the gentleman did not get his payment in until October 1 st , 2021. This tax account has never been paid late historically. The penalty amount of \$88.69. The common practice is that penalties be removed should there be an error on the side of Administration (re: incorrect mailing address etc.). Administration cautions Council in the consideration of the tax penalty cancellation. (<i>that the penalty fees on 17 Moose Avenue be reversed, that the penalty fee reversal be denied or some other direction at meeting time</i>)
		j)	
		k)	
		l)	
8.	<u>Financial</u>	a)	Income & Expense Statement – October, 2021
9.	<u>Councillors' Reports</u>		

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		a)	Mayor Newton
		b)	Deputy Mayor Fisher
		c)	Councillor Wasmuth
10.	<u>Administration Reports</u>	a)	Websites for Projects – the website set up by Municipal Planning Services (planislandlake.ca) was renewed last spring. This will be up for renewal in April, 2022. We will leave it until that time at which time it will be cancelled.
		b)	
		c)	
11.	<u>Correspondence & Information</u>		
	<i>pages 138-141</i>	a)	Proposed Fortis Alberta 2022 Distribution Rates Letter dated September 30 th , 2021 outlining the proposed Fortis 2022 proposed rates and average monthly bill impacts by rate class.
	<i>pages 142-144</i>	b)	21DP10-04, Construction of an Accessory Building (35.7 sq. m), 9 Irene Ave.
	<i>page 145</i>	c)	Municipal Indicator Results- this is a report on a new performance measure which identified the percentage of municipalities that were deemed to be "not at risk." The Summer Village of Island Lake did not trigger the required number of indicators to appear in this year's report.
	<i>page 146</i>	d)	Apex Utilities Inc. – Total Revenues Derived from Delivery Tariff letter of October 12 th , 2021.
	<i>page 147</i>	e)	Government of Alberta – Statement of Direct Deposit of \$538.00 for FCSS October payment.
13.	<u>Closed Session</u>		
14.	<u>Adjournment</u>		

Next Meetings: October 19th, 2021

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AGENDA**

Tuesday, October 19th, 2021 at 4:30 p.m.

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November 16th, 2021

December 21st, 2021

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21ST, 2021
WESTLOCK INN AND VIA TELECONFERENCE/ZOOM

Council: Mayor Chad Newton
Deputy Mayor Alan Fisher
Councillor John Wasmuth

Administration: Chief Administrative Officer, Wendy Wildman
Administrative Assistant, Diane Wannamaker (via zoom)

Public at Large: 0 in person / 5 via zoom

1.	CALL TO ORDER	Mayor Newton called the meeting to order at 4:36 p.m.
2.	AGENDA 21-192	MOVED by Deputy Mayor Fisher that the September 21 st , 2021 Agenda be approved with the following additions: 7.e) Access to Meetings 7.f) Seacan Enforcement CARRIED
3.	MINUTES 21-193 21-194	MOVED by Mayor Newton that the August 17 th , 2021 Council Meeting Minutes be approved as presented. CARRIED MOVED by Deputy Mayor Fisher that the Organizational Meeting Minutes be approved with the following addition: 4. NOMINATIONS: "Councillor Newton nominated Councillor Fisher for Mayor. Subsequent to discussion, Councillor Fisher declined the nomination." CARRIED
4.	APPOINTMENTS	N/A
5.	PUBLIC HEARINGS	N/A
6.	BYLAWS	

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21ST, 2021
WESTLOCK INN AND VIA TELECONFERENCE/ZOOM

	Bylaw 05-2020 21-195	<p>MOVED by Councillor Wasmuth that Bylaw 05-2020, being a Bylaw to regulate the procedure and conduct of Council and Council Committee Meetings be brought back to a future meeting with Council comments and amendments as discussed.</p> <p style="text-align: right;">CARRIED</p>
7.	BUSINESS 21-196	<p>MOVED by Mayor Newton that Administration contact James MacDonald, Executive Director for Northern Lights Library System regarding the decision of the Executive Committee with respect to representation for the Summer Villages on the NLLS Board and bring the information back to Council for further direction.</p> <p style="text-align: right;">CARRIED</p>
	21-197	<p>MOVED by Mayor Newton that an onsite meeting at 179 Lakeshore Drive South take place to ascertain what the best course of action may be regarding drainage; and if required, engage a contractor and/or engineer to provide various options and pricing.</p> <p style="text-align: right;">CARRIED</p>
	21-198	<p>MOVED by Mayor Newton that an onsite meeting take place at Spruce Drive and Lakeshore Drive South, to further discuss the Traffic Speed Study and Safety Review and proposed improvements provided by WSP Canada Inc. and bring back to a subsequent Council meeting for further discussion.</p> <p style="text-align: right;">CARRIED</p>
	21-199	<p>MOVED by Mayor Newton that the request from the property owner at 9 Irene Avenue be acknowledged as a request for a letter of no objection for the placing of a dock off of a Municipal Reserve property as opposed to parking his boat on the Reserve, further that this property owner be advised he must submit a Letter of Request to the Summer Village, including a site plan, and that Council will then give consideration for his request as part of his application for a Temporary Field Authorization (TFA) and in consideration of Summer Village Policy C-ENV-APP-2, Management of Municipal Property.</p> <p style="text-align: right;">CARRIED</p>
	21-200	<p>MOVED by Councillor Wasmuth that the access to meetings discussion be accepted for information.</p> <p style="text-align: right;">CARRIED</p>

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21ST, 2021
WESTLOCK INN AND VIA TELECONFERENCE/ZOOM

	21-201	<p>MOVED by Councillor Wasmuth that Administration forward a letter to the owner of 26 Lakeshore Drive advising that per Land Use Bylaw 08-2021, there is a requirement to obtain a development permit for any accessory building brought into a property in the Summer Village and further that the letter is a courtesy advisement, and that after 14 (fourteen) days, if the accessory building has not been removed or a Development Permit Application has not been received by the Municipal Office, further action will be taken, including the issuance of a Stop Order.</p> <p style="text-align: right;">CARRIED</p>
8.	FINANCIAL REPORT 21-202	<p>MOVED by Deputy Mayor Fisher that the Financial Report for September, 2021 be accepted as presented.</p> <p style="text-align: right;">CARRIED</p>
9.	COUNCIL REPORTS 21-203	<p>MOVED by Mayor Newton that Council forward a letter to the Alberta Liquor and Gaming Commission, advising that the Summer Village of Island Lake supports the application made by Mr. Cory Kim for a Class D Retail Liquor Store liquor license and further that the "Municipal Authority" is the Summer Village of Island Lake and not Athabasca County.</p> <p style="text-align: right;">CARRIED</p>
	21-204	<p>MOVED by Deputy Mayor Fisher that the Council reports be accepted as presented.</p> <p style="text-align: right;">CARRIED</p>
10.	ADMINISTRATION REPORTS 21-205	<p>MOVED by Deputy Mayor Fisher that the Administration Reports be accepted as presented.</p> <p style="text-align: right;">CARRIED</p>
11.	INFORMATION & CORRESPONDENCE 21-206	<p>MOVED by Mayor Newton that the following correspondence and Information Items be accepted as presented:</p> <ul style="list-style-type: none"> - Municipal Accountability Program (MAP) Review 2022. - 21DP07-04 Notice of Decision, denial, 229 Lakeshore Drive North

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21ST, 2021
WESTLOCK INN AND VIA TELECONFERENCE/ZOOM

		<ul style="list-style-type: none"> - 21DP08-04, Construction of a single detach dwelling c/w addition (raised deck), installation of a water supply and septic system, 95 Lakeshore Drive South - 21DP09-04, Construction of a Deck, 264 Lakeshore Drive North - Development Officers Report to Council, August 31st, 2021 - Government of Alberta – Statement of Direct Deposit of \$145,921 Municipal Sustainability Initiative – Capital Grant <p style="text-align: right;">CARRIED</p>
	CLOSED MEETING 21-207	<p>MOVED by Deputy Mayor Fisher that pursuant to section 197(2) of the Municipal Government Act, and Section 17 of the Freedom of Information and Protection of Privacy Act (FOIPP) – Disclosure Harmful to Personal Privacy, that Council go into a closed meeting session at 7:33 p.m. to discuss the following item:</p> <ul style="list-style-type: none"> - Legal – FOIPP Act Section 27 <p style="text-align: right;">CARRIED</p> <p>The meeting recessed from 7:33 p.m. to 7:38 p.m.</p> <p>The following individuals were present for the Closed Meeting:</p> <p>Chad Newton Alan Fisher John Wasmuth Wendy Wildman Diane Wannamaker</p> <p>The Closed Session recessed from 9:06 p.m. to 9:11 p.m. to allow Wendy Wildman and Diane Wannamaker to leave the meeting.</p>
	21-208	<p>MOVED by Mayor Newton that Council come out of closed session at 10:25 p.m.</p> <p style="text-align: right;">CARRIED</p> <p>The meeting recessed from 10:25 p.m. to 10:28 p.m.</p>
	21-209	<p>MOVED by Mayor Newton that Administration and Council review the easement registered on those titles involved in the back-alley realignment project (Elk Ave. and Tranquille Drive) including possible legal opinion and if necessary, subsequently obtain an independent appraisal of each property.</p>

SUMMER VILLAGE OF ISLAND LAKE
COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21ST, 2021
WESTLOCK INN AND VIA TELECONFERENCE/ZOOM

	21-210	CARRIED MOVED by Mayor Newton that Council review the annexation proposal received from Municipal Planning Services and put this item on the next agenda for further discussion. CARRIED
	21-211	MOVED by Councillor Wasmuth that Administration draft an advertisement for Development Officer services for the Summer Village of Island Lake and forward to Council for review of same. CARRIED
13.	ADJOURNMENT	The meeting adjourned at 10:30 p.m.

Mayor, Chad Newton

Chief Administrative Officer, Wendy Wildman

**A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE, IN THE
PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND
CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS**

A Bylaw of the Municipality of the Summer Village of Island Lake to regulate the procedure and conduct of Council and Council committee meetings.

WHEREAS, the Council of the Summer Village of Island Lake considers it expedient and desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council committee meetings in the Summer Village of Island Lake;

NOW THEREFORE, the Council of the Summer Village of Island Lake hereby enacts as follows:

Citation

1. This Bylaw may be cited as the "The Procedure Bylaw".

Definitions

2. In this Bylaw:
 - a) "Business Day" means every day but Saturday, Sunday and general holidays in the Province of Alberta as defined in the *Employment Standards Code*;
 - b) "CAO" means the Chief Administrative Officer, or their delegate, for the Municipality;
 - c) "Chair" means the Mayor, Deputy Mayor or other person authorized to preside over a Meeting;
 - d) "Closed Session" means a portion of a meeting of Council without the presence of the public, except for those invited by Council, where the matter to be discussed falls within one of the exceptions to disclosure in Division 2, of Part 1 of the FOIP Act;

- e) "Council" means the municipal council of the Summer Village of Island Lake;
- f) "Councillor" means a member of Council who is duly elected and continues to hold office and includes the Mayor;
- g) "Delegation" means any person or group of persons that has permission of Council to appear at a Meeting to provide information or submissions about a subject to the Meeting.
- h) "Deputy Mayor" means the deputy chief elected official of the Municipality, who shall have the duties and obligations prescribed by the *Municipal Government Act*;
- a) "FOIP Act" means the *Freedom of Information and Protection of Privacy Act* of Alberta;
- b) "Mayor" is the title for the chief elected official of the Municipality and is the Councillor appointed by Council at the Organizational meeting to hold that position and to preside at meetings of Council;
- c) "Member" means a Councillor or person at large appointed by Council to a Council committee;
- d) "Meeting" means a meeting of Council and a meetings of a Council committee, as the case may be;
- e) "Municipality" means the Summer Village of Island Lake, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;
- f) "Public Hearing" is a pre-advertised segment of the Council meeting that Council is required to hold pursuant to the provisions of *Municipal Government Act* or another enactment; and
- g) "Quorum" means the minimum number of Members that must be present at a meeting for business to be legally transacted.

Application and General Rules

- 3. This Bylaw applies to all Members attending Meetings as well as to Delegations and other members of the public appearing at Meetings.
- 4. The procedures contained in this Bylaw shall be observed in Council meetings.
- 5. The procedures contained in this Bylaw shall be observed in Council Committee meetings, with the exception of the limit of the number of times for speaking.

6. A Member may participate in any Meeting through electronic means and, when they do so, they are deemed to be present at the meeting.
7. To the extent that a procedural matter is not dealt with in the *Municipal Government Act* or this Bylaw, the matter will be determined by referring to the most recent version of *Robert's Rules of Order Newly Revised*.
8. Subject to any statutory obligation to the contrary, Council or a Council committee may temporarily suspend any provision of this Bylaw by passing a motion supported by two-thirds of the Members in attendance.
9. A resolution suspending any provision of this Bylaw as provided for in Section 8 is only effective for the meeting during which it is passed.

Council Meetings

5. The regular meetings and times of Council shall be established by resolution of Council at its annual organizational meeting.
6. Special meetings of Council shall be established as required by Council in accordance with the requirements of the *Municipal Government Act* and the public shall be given notice.
7. Council by resolution may establish other Council meeting dates.
8. Quorum for a meeting of Council is as set out in the *Municipal Government Act*.
9. As soon after the hour of which the meeting of Council was called, and a Quorum is present, the Mayor shall act as Chair and call the meeting to order.
10. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a Quorum is present, the Deputy Mayor shall act as Chair and call the meeting of Council to order.
11. If a Quorum is not present within thirty (30) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting.

Council Committee Meetings

12. Standing Committees of Council shall be established and governed by Bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by Bylaw.
13. Council may designate the Chair of Council committees. If a Chair is not designated for a Council Committee, then the Council committee members shall elect a Chair from among the committee members at their first meeting.

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14. The meetings of Council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the *Municipal Government Act*.
15. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
16. The Quorum for a Council committee meeting is a majority of the committee members present.
17. As soon after the hour of which the Council committee meeting was called, and a quorum is present, the Chair shall call the meeting to order.

Agenda and Order of Business

18. Prior to each Meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before the Meeting. To enable the CAO to do so, all reports and other supporting documents intended to be dealt with at the Meeting, including applications by Delegations to be heard, shall be received by the CAO not later than 1:00 pm on a Business Day at least five (5) Business Days before the Meeting.
5. Reports and other supporting documents related to items on the Agenda and that are received less than five (5) Business Days prior to the Meeting will be accepted only if the matter is time critical, otherwise the additional material and the affected item on the Agenda will be deferred to the next scheduled Meeting.
6. The CAO shall place at the disposal of each Member a copy of the Agenda for the Meeting and all supporting materials not later than 4:30 pm two (2) Business Days before the Meeting.
7. The business intended to be dealt with shall be stated in the Agenda in the following order where applicable:
 - a) Call to Order
 - b) Adoption of agenda
 - c) Adoption of Minutes
 - d) Delegations
 - e) Public Hearings
 - f) Bylaws
 - g) Business

- h) Financial
 - i) Council Reports
 - j) Administrative Reports
 - k) Correspondence
 - l) Closed Session
 - m) Adjournment
8. The Chair, in his or her sole discretion, may deviate from the Order of Business to accommodate special circumstances or to ensure effective and efficient use of time.
9. Additional Agenda items may be added to the Agenda prior to adoption of the Agenda by a majority vote of the Members in attendance.

Conduct of Meetings

10. No Member or Delegation may speak at a Meeting until recognized by the Chair.
11. The Chair, in his or her sole discretion, may authorize any member of the public in attendance at the Meeting to address the Members but only on the topic being discussed at that time and within the time limits specified by the Chair.
12. Unless otherwise determined by the Chair, no matter may be debated or voted on unless it is in the form of a motion.
13. A Member may move a motion whether or not the Member intends to support it.
14. A motion does not require a seconder.
15. The Chair may enter into any debate and propose motions in the same manner as any Member without relinquishing conduct of the Meeting.
16. A motion may be withdrawn by the Member who made it at any time before voting unless another Member in attendance at the Meeting objects to the motion being withdrawn.
17. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the Chair.
18. Any Member can call for a recorded vote in which case the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.

19. Where a motion under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any Member so requests or when the Chair so directs.
20. When required to do so by the *Municipal Government Act*, Council will provide reasons why a motion was defeated.
21. The following motions are not debatable by Members:
 - a) adjournment;
 - b) to take a recess;
 - c) question of privilege;
 - d) point of order;
 - e) to limit debate on a matter before members;
 - f) on division of a question;
 - g) postpone the matter to a time certain; and
 - h) to table the matter.
22. The Chair shall preserve order and decorum and shall decide questions of order. Decisions of the Chair shall be final unless reversed or altered by a majority vote of Members present.
23. After any question is finally put by the Chair, no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Chair as to whether the question has been finally put shall be conclusive.
24. A Meeting that has been duly convened but not terminated may be adjourned to a fixed future date. The object of adjourning is to finish the business that the meeting was called to transact in the first place but which has not been completed.
25. Before going into a Closed Session of a Meeting, a motion must be approved that identifies the basis on which, under an exception to disclosure in Division 2 of Part 1 of the FOIP Act, the part of the Meeting is to be closed. No minutes, notes, or recordings of the discussions in a Closed Session will take place and any printed reports provided to the Members will be retrieved by the CAO.
26. Recordings and recording devices:

- a. Meetings may not be filmed or recorded in any manner, except as specifically authorized by the Chair.
- b. No person may use a mechanical or electronic recording device at a public Meeting or a Public Hearing. All such devices must be removed from the meeting room.
- c. For certainty, mobile/cellular telephones do not have to be removed from the meeting room but must not be used to film or record any Meeting, except as specifically authorized by the Chair.
- d. Any person who fails to comply with this section may be ordered by the Chair to leave the meeting room.

Participation by Delegations

- 27. A Delegation seeking to be heard at a Meeting shall apply by addressing a letter or other written communication to the CAO briefly outlining the subject to be discussed. The letter shall be signed with the full name of the writer; the postal address of the writer, the email of the writer (if applicable), and shall include any documents that the Delegation wishes the Members to consider at the Meeting. If the Delegation wishes to appear in person before Council on the matter it shall be so stated in the letter. The application letter must be delivered, mailed or emailed to the CAO. The letter must be received by the CAO on or before 1:00 pm on a Business Day at least five (5) Business days immediately preceding the Meeting at which it is to be presented.
- 28. A Delegation that has properly applied to be heard shall be added to the Meeting Agenda. If more than one Delegation applies to be heard on substantially the same issue, the CAO may deny an application by any Delegation whose presentation, in the opinion of the CAO, will substantially duplicate that of another Delegation.
- 29. A Delegation shall be entitled to a maximum of fifteen (15) minutes to present the matter outlined in its letter to the Meeting. The Chair may grant additional time to a Delegation in his or her sole discretion.
- 30. Where a Delegation consists of more than one person, only one person may speak on behalf of the Delegation.
- 31. The number of times that a Delegation may speak on the same question or motion during a Meeting is three (3) times.
- 32. A Delegation may not bring substantially the same question or issue before a Meeting more than three (3) times within a 12-month period unless, in the opinion of the Chair, new and compelling information comes to light which would

warrant the Delegation within the 12-month period.

33. Delegations that have not applied to her heard in accordance with section 28 may, in the sole discretion of the Chair, be granted a brief opportunity to outline the matter they wish to present to the Meeting and following that outline, the Members shall determine if the Delegation is to be granted time to present the matter outlined.
34. Members of the public who attend a Meeting may not address the Meeting without permission of the Chair, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of Members. Should the behavior of a Member or members of the public in attendance at a Meeting become unruly, the Chair may direct that person to leave the meeting immediately.

Preparation of Minutes

35. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting.
36. The CAO may delegate any duties related to the preparation of the Meeting Minutes to a recording secretary.
37. If a Member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the Minutes.

Bylaws

38. Where a Bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the Bylaw to appear on the Agenda in the appropriate place.
39. Every Bylaw shall have three readings.
40. After a Councillor has made the motion for the second reading of the Bylaw Council may:
 - a) debate the substance of the Bylaw; and
 - b) propose and consider amendments to the Bylaw.
41. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated in the Bylaw.
42. Public Hearings, when required or requested by Council, will be held prior to

second reading. Public Hearings shall be conducted in accordance with the requirements of the *Municipal Government Act*.

43. Unless the Councillors present at a Council meeting unanimously agree that a Bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings, the Bylaw shall not be given more than two readings at one meeting.
44. Once a Bylaw has been passed, it may only be amended or repealed by another Bylaw made in the same way as the original Bylaw, unless another method is specifically authorized by the *Municipal Government Act* or another enactment.

General

10. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is deemed valid.
11. Bylaw No. 02-2016 is hereby repealed.
12. This Bylaw will come into force and effect upon third and final reading.

Read a First time this 21 day of November 2020

Read a Second time this 21 day of November 2020

Unanimous Consent for Third Reading this 21 day of November 2020

Read a Third time and duly passed this 21 day of November 2020



Chad Newton,
Mayor



Wendy Wildman,
Chief Administrative Officer

**A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE IN THE
PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND
CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS.**

WHEREAS, the Council of the Summer Village of Island Lake considers it expedient and desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council committee Meetings in the Summer Village of Island Lake;

NOW THEREFORE, the Council of the Summer Village of Island Lake hereby enacts as follows:

Citation

1. This Bylaw may be cited as the "The Procedure Bylaw".

Definitions

2. In this Bylaw:
Per JW, "agenda" and "bylaw" should be defined as well **TO BE DISCUSSED**
 - a) "Business Day" means every day but Saturday, Sunday and general holidays in the Province of Alberta as defined in the *Employment Standards Code; RSA 2000, Chapter E-9, Division 5, Section 25*;
 - b) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of Island Lake;
 - c) "Chair" means the Mayor, Deputy Mayor or other person authorized to preside over a Meeting;
 - d) "Closed Session" means a portion of a Meeting of Council without the presence of the public, except for those invited by Council, where the matter to be discussed falls within one of the exceptions to disclosure in Division 2 of Part 1 of the FOIPP Act; at which no resolution or Bylaw may be passed, except a resolution to revert to a Meeting held in public;
 - e) "Council" means the Mayor and Councillors of the Summer Village of Island Lake for the time being elected pursuant to the provisions of the *Local Authorities Election Act* and the *Municipal Government Act* whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - f) "Delegation" means any person that has permission of Council or the CAO to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee. **TO BE DISCUSSED**
 - g) "Deputy Mayor" shall mean the member selected by Council to preside at

- a Meeting of Council in the absence of the Mayor, who shall have the duties and obligations prescribed by the *Municipal Government Act*;
- h) "FOIPP" means the *Freedom of Information and Protection of Privacy Act of Alberta*.
- i) "Mayor" shall mean the member selected by Council at the Annual Organizational Meeting to hold that position and to preside at Meetings of Council;
- j) "Member" means a Councillor or person at large appointed by Council to a committee of Council;
- k) "Meetings" means Meetings of Council and council committees, as the case may be;
- l) "Municipality" means the Municipality of the Summer Village of Island Lake, a municipal corporation in the Province of Alberta and includes the area contained within the boundaries of the Municipality;
- m) "Public Hearing" is a pre-advertised segment of the Council Meeting that Council is required to hold pursuant to the provisions of the *Municipal Government Act* or another enactment; and
- n) Quorum" means the minimum number of Members that must be present at a Meeting for business to be legally transacted.

PER JW, ORGANIZATIONAL MEETING SHOULD BE DEFINED TO BE DISCUSSED

Application and General Rules

3. This Bylaw applies to all Members attending Meetings, as well as to Delegations and other members of the public appearing at Meetings.
4. The procedures contained in this Bylaw shall be observed in Council Meetings.
5. The procedures contained in this Bylaw shall be observed in Council Committee Meetings, with the exception of the limit of the number of times for speaking.
6. A Member may participate in any Meeting through electronic means and, when they do so, they are deemed to be present at the Meeting.
7. To the extent that a procedural matter is not dealt with in the *Municipal Government Act* or this Bylaw, the matter will be determined by referring to the most recent version of *Robert's Rules of Order Newly Revised*.
8. A resolution suspending any provision of this Bylaw ~~as provided for in Section 59~~ is only effective for the Meeting during which it is passed. **NEED TO TRACK THIS**

Council Meetings

9. The regular Meetings and times of Council shall be established by resolution of Council at its annual Organizational Meeting.
10. Special Meetings of Council shall be established as required by Council in accordance with the requirements of the *Municipal Government Act, RSA 2000, Chapter M-26, Part 5, Sec. 194*, and the public shall be given notice accordingly.
11. Council by resolution, may establish other Council Meeting dates.
12. Quorum for a Meeting of Council is as set out in the *Municipal Government Act*.
13. As soon after the hour of which the Meeting of Council was called, and a Quorum is present, the Mayor shall act as Chair and call the Meeting to order.
14. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the Meeting was called, and a Quorum is present, the Deputy Mayor shall act as Chair and call the Meeting of Council to order.
15. If a Quorum is not present within thirty (30) minutes after the time fixed for the Meeting, the CAO shall record the names of the members present and the Meeting shall stand adjourned until the next Meeting.

Council Committee Meetings

16. Standing Committees of Council shall be established and governed by Bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by Bylaw.
17. Council may designate the Chair of Council committees. If a Chair is not designated for a Council committee, then the Council committee members shall elect a Chair from among the committee members at their first Meeting.
18. The Meetings of Council committees shall be established by resolution of each committee and the public must be given notice or *the meeting must be advertised as required by the Municipal Government Act*.
19. The times for the beginning of Council committee Meetings shall be set by resolution of each *such* committee.
20. The Quorum for a Council committee Meeting is a majority of the committee members present.

21. As soon after the hour of which the Council committee Meeting was called, and a Quorum is present, the Chair shall call the Meeting to order.

Agendas and Order of Business

22. Prior to each Council Meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before the Meeting. To enable the CAO to do so, all reports and other supporting documents intended to be dealt with at the Council Meeting, including applications by Delegations to be heard, shall be received by the CAO not later than 1:00 p.m. on a Business Day at **least five (5) Business Days** before the Council Meeting. **TO BE DISCUSSED**

23. Reports and other supporting documents related to items on the Agenda, and that are received less **than five (5) Business Days TO BE DISCUSSED** prior to the Meeting will be accepted only if the matter is time critical, **TO BE DISCUSSED** otherwise the additional material and the affected item on the Agenda will be deferred to the next scheduled Meeting.

Per JW: this clause would prevent Council from adding to the Agenda at the start of the Meeting. I suggest we change to "only accepted upon the approval of Council." TO BE DISCUSSED

24. The CAO shall place at the disposal of each Council Member a copy of the Agenda for the Meeting and all supporting materials not later than 4:30 p.m. **two (2) Business Days TO BE DISCUSSED** before the Meeting.
25. The business intended to be dealt with at a Council Meeting shall be stated in the Agenda in the following order of business where applicable:
 - a) Call to Order
 - b) Adoption of Agenda
 - c) Adoption of Minutes
 - d) Delegations
 - e) Public Hearings
 - f) Bylaws
 - g) Business
 - h) Financial

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- i) Council Reports
 - j) Administrative Reports
 - k) Correspondence
 - l) Closed Session
 - m) Adjournment
26. The Chair, in his or her sole discretion, may deviate from the order of business to accommodate special circumstances or to ensure effective and efficient use of time.
27. Additional Agenda items may be added to the Agenda prior to adoption of the Agenda by a majority vote of the Members in attendance.

Conduct of Meetings

28. No Member or Delegation may speak at a Meeting until recognized by the Chair.
29. The Chair, in his or her sole discretion, may authorize any member of the public in attendance at the Meeting to address the Members but only on the topic being discussed at that time and within the time limits specified by the Chair.
30. Unless otherwise determined by the Chair, no matter may be debated or voted on **at a Council meeting** unless it is in the form of a motion.
31. A Member may move a motion whether or not the Member intends to support it.
32. A motion does not require a seconder.
33. The Chair may enter into any debate and propose motions in the same manner as any Member without relinquishing conduct of the Meeting.
34. A motion may be withdrawn by the Member who made it at any time before voting unless another Member in attendance at the Meeting objects to the motion being withdrawn.
35. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the Chair. **I understand that this clause is**

outdated, however since Robert's Rules of Order dedicates so much to the voting process, I believe it is very important to clearly state what the process is, especially now with virtual Meetings, whether it be raising hands, raising a hand on the zoom platform or a definitive yes or no. **NEED TO DISCUSS**

36. Any Member can call for a recorded vote in which case the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
37. Where a motion under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any Member so requests or when the Chair so directs.
38. When required to do so by the *Municipal Government Act*, Council will provide reasons why a motion was defeated.
39. The following motions are not debatable by Members:
 - a) Adjournment;
 - b) to take a recess;
 - c) question of privilege;
 - d) point of order;
 - e) to limit debate on a matter before members;
 - f) on division of a question;
 - g) postpone the matter to a certain time; and
 - h) to table the matter.

JW – why are g and h not debatable? Diane, check with MA

40. The Chair shall preserve order and decorum and shall decide questions of order. Decisions of the Chair shall be final unless reversed or altered by a majority vote of Members present.
41. After any question is finally put by the Chair, no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Chair as to whether the question has been finally put shall be conclusive.
42. A Meeting that has been duly convened but not terminated may be adjourned to a fixed future date. The object of adjourning is to finish the business that the Meeting was called to transact in the first place but which has not been completed.
43. Before going into a Closed Session of a Meeting, a motion must be approved that identifies the basis on which, under an exception to disclosure in Division 2 of Part 1 of the FOIPP Act, the part of the Meeting that is to be closed. No

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minutes, notes, or recordings of the discussions in a Closed Session will take place and any printed reports provided to the Members will be retrieved by the CAO.

44. Recordings and recording devices:
- a) Meetings may not be filmed or recorded in any manner, except as specifically authorized by the Chair. **PER JW – THIS PROVISION NEEDS TO BE DISCUSSED BY COUNCIL**
 - b) No person may use a mechanical or electronic recording device at a Public Meeting or a Public Hearing. All such devices must be removed from the Meeting room.
 - c) For certainty, mobile/cellular telephones do not have to be removed from the Meeting room, but must not be used to film or record any Meeting, except as specifically authorized by the Chair.
 - d) Any person who fails to comply with this section may be ordered by the Chair to leave the Meeting room.

Participation by Delegations

45. A Delegation seeking to be heard at a Council Meeting shall apply by addressing a letter or other written communication to the CAO briefly outlining the subject to be discussed. The letter shall ~~be signed with~~ contain the full name of the writer, the postal address ~~of the writer~~ and/or the email of the writer (if applicable), and shall include any documents that the Delegation wishes the Members to consider at the Meeting. If the Delegation wishes to appear in person or virtually before Council on the matter, it shall be so stated in the letter. The application letter must be delivered, mailed or emailed to the CAO. The letter must be received by the CAO on or before 1:00 p.m. on a business day at least five (5) Business days immediately preceding the Meeting at which it is to be presented. **TO BE DISCUSSED**
46. A Delegation that has properly applied to be heard shall be added to the Meeting Agenda. If more than one Delegation applies to be heard on substantially the same issue the CAO, in consultation with Council, may deny an application by any Delegation whose presentation, in the opinion of the CAO and Council, will substantially duplicate that of another Delegation.
47. A Delegation shall be entitled to a maximum of fifteen (15) minutes to present the matter outlined in its letter to the Meeting. The Chair may grant additional time to a Delegation in his or her sole discretion.
48. Where a Delegation consists of more than one person, only one person may speak on behalf of the Delegation or as determined by the Chair or Council at Meeting time. **TO BE DISCUSSED**

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49. ~~The number of times that a Delegation may speak on the same question or motion during a Meeting is three (3) times.~~
50. A Delegation may not bring substantially the same question or issue before a **Council** Meeting more than three (3) times within a 12-month period unless, in the opinion of ~~the Chair,~~ **Council**, new and compelling information comes to light which would warrant the Delegation **to speak additional times TO BE DISCUSSED** within the 12-month period.
51. Delegations that have not applied to **be** heard in accordance with Section **45** may, in the sole discretion of the Chair, be granted a brief opportunity to outline the matter they wish to present to the **Council** Meeting and following that outline, the Members shall determine if the Delegation is to be granted time to present the matter outlined.
52. Members of the public who attend a Meeting may not address the Meeting without permission of the Chair, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of Members. Should the behavior of a Member or members of the public in attendance at a Meeting become unruly, the Chair may direct that person to leave the Meeting immediately.

Preparation of Minutes

53. After each **Council** Meeting, the CAO shall prepare a statement of what was done at the Meeting which will be known as the "Minutes" of the Meeting. The minutes will be the written record of the proceedings of the Meeting and will be a record of what was done at the Meeting, and not what was said at the Meeting.

Per JW – need to discuss when a draft of those minutes will be provided to Council and posted on the SVIL website.

54. The CAO may delegate any duties related to the preparation of the **Council** Meeting Minutes to a recording secretary.
55. If a Member of Council arrives late, leaves before the Meeting is adjourned, or is temporarily absent from the Meeting, it shall be so recorded in the Minutes.

Bylaws

56. Where a Bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the Bylaw to appear on the Agenda in the appropriate place.

57. Every Bylaw shall have three readings.
58. After a Councillor has made the motion of the **first or** second reading of the Bylaw, Council may:
 - a) debate the substance of the Bylaw; and
 - b) propose and consider amendments to the Bylaw.
59. A proposed amendment shall be put to a vote and if carried, shall be considered as having been read a first time and incorporated in the Bylaw.
60. Public Hearings, when required or requested by Council, will be held prior to second reading. Public Hearings shall be conducted in accordance with the requirements of the *Municipal Government Act*.
61. Unless the Councillors present at a Council Meeting **unanimously** agree that a Bylaw may be presented to Council for a third reading at the same Meeting at which it has received two readings, the Bylaw shall not be given more than two readings at one Council Meeting in accordance with the *Municipal Government Act, RSA 2000, Chapter M-26, Part 5, Sec. 187(4)*.
62. Once a Bylaw has been passed, it may only be amended or repealed by another Bylaw made in the same way as the original Bylaw, unless another method is specifically authorized by the *Municipal Government Act* or another enactment.

General

63. If any portion of this Bylaw is declared invalid by a Court of Competent Jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is shall be deemed valid.
64. Bylaw No. 05-2020 is hereby repealed.
65. This Bylaw will come into force and effect upon third and final reading.

READ a first time this day of 2021.

READ a second time this day of , 2021.

UNANIMOUS CONSENT to proceed to third reading this day of , 2021.

READ a third and final time this day of , 2021.

SIGNED this day of , 2021.

Mayor, Chad Newton

Chief Administrative Officer, Wendy Wildman

BEING A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF RESCINDING THE SUMMER VILLAGE OF ISLAND LAKE BYLAW TO TEMPORARILY MANDATE THE WEARING OF FACE COVERINGS (BYLAW 06-2020).

WHEREAS the Council of the Summer Village of Island Lake passed Bylaw 06-2020 known as the Summer Village of Island Lake Bylaw to Temporarily Mandate the Wearing of Face Coverings; and

WHEREAS pursuant to Section 191 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, the Council of a municipality is authorized to pass a bylaw to rescind a Bylaw; and

WHEREAS the Summer Village of Island Lake no longer requires the Summer Village of Island Lake Bylaw 06-2020, to Temporarily Mandate the Wearing the Face Coverings;

NOW THEREFORE the Municipal Council of the Summer Village of Island Lake, duly assembled, and under the authority of the Municipal Government Act, as amended, hereby enacts as follows:

1. That the Summer Village of Island Lake, Temporary Mandate the Wearing of Face Coverings (Bylaw 06-2020) is hereby rescinded.

AND WHEREAS this Bylaw comes into full force and effect upon third and final reading.

READ a first time this day of

READ a second time this day of

UNANIMOUS CONSENT to proceed to third reading this day of

READ a third and final time this day of

SIGNED this day of



Mayor, Chad Newton

Chief Administrative Officer, Wendy Wildman

**A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE,
IN THE PROVINCE OF ALBERTA,
RESPECTING ROAD BANS, VEHICLE WEIGHT RESTRICTIONS AND ROAD PROTECTION.**

BYLAW NO: 09-2012

WHEREAS it is deemed necessary to place bans and restrictions on designated highways to protect the roads at various times during the year, such as "spring breakup", because of poor road conditions and the resulting need to restrict heavy vehicle traffic on any highway within the boundaries of the Summers Village of Island Lake, and

WHEREAS the *Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, Part 2, section 7 and 8 and amendments thereto*, authorizes the Council of a municipality to pass bylaws pertaining to the protection of people, property and transportation systems, and

WHEREAS within the corporate limits of the Summer Village of Island Lake there are roads under the ownership, control and management of the Summer Village of Island Lake, and

WHEREAS it is deemed desirable and expedient to provide for the control and use of these roads, and

WHEREAS the *Alberta Traffic Safety Act*, and amendments thereto, authorizes the Council of a municipality, with respect to highways under its direction, to control, manage and pass bylaws authorizing persons to operate vehicles on any portion of such highways, and

WHEREAS the Council of the Summer Village of Island Lake considers it desirable and expedient to do so.

NOW THEREFORE, the Council for the Summer Village of Island Lake, duly assembled, under the authority and provisions of the *Traffic Safety Act, Revised Statutes of Alberta 2000, Chapter T-6*, enacts as follows:

SECTION 1 - NAME OF BYLAW

- 1.1 This Bylaw shall be known as "The Road Ban, Vehicle Road Restrictions and Road Protection Bylaw".

SECTION 2 – PURPOSE OF THIS BYLAW

- 2.1 The purpose of this Bylaw is to protect the infrastructure of the Village, in particular the roads, streets, roads and lanes, etc., in a cooperative manner with local residents and business.

SECTION 3 - DEFINITIONS

- 3.1 In this Bylaw the following terms (unless the context specifically requires otherwise) shall have the following meanings:
- (a) "*Axle Weight Allowance Percentage*" means the percentage that is applied to the maximum allowable weight of the carrying axles of a public vehicle to determine the weight that the carrying axles may bear on a highway during a road ban.
 - (b) "*Carrying Axle*" means any axle that is not a steering axle.
 - (c) "*Chief Constable*" means the Chief Constable of the bylaw enforcement service.
 - (d) "*Council*" means the Council of the Summer Village of Island Lake.
 - (e) "*Heavy Vehicle*" means a public vehicle that is properly registered to operate on a highway in Alberta having a licensed maximum gross weight in accordance with the *Traffic Safety Act, Revised Statutes of Alberta 2000, Chapter T-6*, of more than five thousand kilograms (5,000 kg).

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- (f) *"Highway"* means any thoroughfare, street, road, lane, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles.
- (g) *"Maximum Allowable Weight"* means the weight that may be borne by a single axle, an axle group or all of the axles of a public vehicle as established by the Public Vehicle Weight Regulations of the *Traffic Safety Act, Revised Statutes of Alberta 2000, Chapter T-6*.
- (h) *"Peace Officer"* means a member of the Royal Canadian Mounted Police, a Special Constable, or a Bylaw Enforcement Officer.
- (i) *"Permanent Road Ban"* means a road ban in effect within the corporate limits for the entire calendar year.
- (j) *"Person"* means any individual, corporation, society, association, partnership or firm.
- (k) *"Public Vehicle"* means a vehicle operated on a highway by or on behalf of a person for
 - a. the transportation of:
 - b. passengers,
 - c. goods, or
 - d. the vehicle itself, but does not include a private passenger vehicle.
- (l) *"Regular Road Use Permit"* means a permit to exceed posted axle weight allowance percentage restrictions issued to a person or firm conducting trips in and out of the Summer Village serving a particular private project such as a new development within the Municipality.
- (m) *"Road Ban"* means the axle weight allowance restriction prescribed in respect of a highway, street, road or lane, etc.
- (n) *"Seasonal Road Ban"* means a road ban in effect within the corporate limits during spring break up or any other time the highways are particularly vulnerable to damage.
- (o) *"Special Road Use Permit"* means a no fee road use permit to exceed posted axle weight allowance percentage restrictions issued to a person or firm conducting regular or daily trips in and out of the Summer Village serving the Municipality such as vacuum trucks, garbage trucks, lawn maintenance equipment, utilities, etc.
- (p) *"Summer Village"* means the Summer Village of Island Lake.
- (q) *"Vehicle"* means a device in, on, or by, which a person or thing may be transported or drawn on a highway.

SECTION 4 – AUTHORITY

- 4.1 Any member of Council for the Summer Village or the Administrator of the Summer Village Office or the Chief Constable has the authority to determine appropriate road bans for the Summer Village.

SECTION 5 – POSTING OF ROADS

- 5.1 All entry roads into the Summer Village shall be posted as to the allowable road use limits, i.e. acceptable axle weight allowance percentage. Any member of the Council of the Summer Village or the Administrator of the Summer Village Office or the Chief Constable has the authority to post appropriate road bans.

SECTION 6 – SEASONAL ROAD BANS

- 6.1 A seasonal road ban shall be in effect within the corporate limits of the Summer Village during spring break up or any other time the highways are at risk of damage. The road ban shall impose up to a fifty percent (50%) axle weight restriction on all public vehicles using Summer Village highways during a seasonal road ban.

SECTION 7 - ROAD USE (OVERWEIGHT) PERMITS

- 7.1 Permits ~~will not be~~ required for the use of the roads by heavy vehicles unless the operator is making a request to exceed the posted axle weight restriction.

- 7.2 The Council of the Summer Village hereby authorizes the issuance of such road use permits by a peace officer having jurisdiction within the corporate limits of the Summer Village to ensure that:

(a) No person shall operate a heavy vehicle in excess of the posted axle weight allowance percentage restriction on a highway within the Summer Village without a valid road use permit, and

(b) No person shall operate a heavy vehicle on a highway within the Summer Village in contravention of any special conditions or restrictions noted on the road use permit that has been issued to that person or firm, and

(c) Permits for 50% road bans generally do not exceed 75% of the axle weight allowance percentage and permits for 75% road bans generally do not exceed 90% of the axle weight allowance percentage, and

(d) A surcharge is applied for the non-payment of permit fees within thirty days.

7.3 Special Road Use Permits

A person or firm may apply for a special road use permit *to exceed posted axle weight allowance percentage restrictions* under the following circumstances:

(a) The person or firm conducts regular or daily trips in and out of the Summer Village serving the Municipality such as vacuum trucks, garbage trucks, lawn maintenance equipment, utilities, etc.

(b) The special road use permit may be issued on an annual or seasonal (six month) basis.

(c) The permit shall be issued in the form prescribed in Schedule "B" and shall set out the term (dates) the permit is effective and the weight restrictions to be imposed.

(d) Schedule "B" may be amended from time to time by a resolution of Council.

(e) No person shall exceed any axle weight restrictions that may be imposed under a special road use permit.

7.4 Regular Road Use Permits

A person or firm may apply for a regular weight road use permit *to exceed posted axle weight allowance percentage restrictions* under the following circumstances:

(a) The person or firm conducts trips in and out of the Summer Village serving a particular private project such as a new development within the Municipality.

(b) The regular road use permit shall be issued on a weekly basis.

(c) The permit shall be issued in the form prescribed in Schedule "B" and shall set out the term (dates) the permit is effective and the weight restrictions to be imposed.

(d) Schedule "B" may be amended from time to time by a resolution of Council.

(e) No person shall exceed any axle weight restrictions that may be imposed under a regular road use permit.

7.5 General Conditions to a Road Use (Overweight) Permit

General conditions to a road use permit shall be in accordance with the general conditions described in the Alberta Traffic Safety Act.

SECTION 8 - EXEMPTIONS TO ROAD BANS

(29)

- 8.1 Public vehicles exempt from road bans shall be those identified within the Alberta Traffic Safety Act.

SECTION 9 – DAMAGING SURFACE OF HIGHWAY

- 9.1 Vehicles with metal spikes, cleats, lugs or bands projecting from the wheel, tire or tread are prohibited from being operated or caused to be operated by a person on any highway within the Summer Village.
- 9.2 Regardless of exemptions in section 8 or permits issued or paid, the owner of a commercial vehicle may be held liable for damages to public property, including highways, caused by the owner's vehicle(s).

SECTION 10 – ROAD USE PERMIT FEES AND FINES FOR VIOLATION OF THIS BYLAW

- 10.1 Road Use Permit Fees and Penalties for violation of this bylaw are set out in Schedule "A" of this bylaw.
- 10.2 Fees set out in Schedule "A" may be amended from time to time by a resolution of Council.
- 10.3 A Peace Officer authorized to enforce this Bylaw under Section 7 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and who has reasonable and probable grounds to believe that a person has contravened any section of this Bylaw, may under the authority of this Bylaw issue a Municipal tag, and where the tag is not paid by the offender a Part 2 violation tag may be issued under the *Provincial Offenses Procedures Act* R.S.A., Chapter 2000, P-34, to that person.

SECTION 11 – SEVERABILITY

- 11.1 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. The Bylaw remaining after such severance shall be effective and enforceable as if the section found to be improperly enacted had not been enacted as part of this Bylaw.

SECTION 12 - REPEAL

- 12.1 Upon passing of this bylaw, Island Lake Bylaw No. 67 is hereby repealed.

SECTION 13 – EFFECTIVE DATE

- 134.1 This bylaw comes into effect on the date of the third reading

READ a first time this 22nd day of October 2012, A.D.

READ a second time this 22nd day of October 2012, A.D.

Given unanimous consent to proceed to third reading this 22nd day of October 2012, A.D.

READ a third time and finally passed this 22nd day of October 2012, A.D.

Robert Yontz, Mayor
Summer Village of Island Lake

Anita Blais, Chief Administrative Officer
Summer Village of Island Lake

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Schedule "A" to Bylaw No. 09-2012– Summer Village of Island Lake

This Bylaw was passed at the meeting on Oct 22, 2012. (See attached) no signed document in book.

**A BY-LAW OF THE SUMMER VILLAGE OF ISLAND LAKE, IN THE PROVINCE OF ALBERTA,
RESPECTING ROAD BANS, VEHICLE WEIGHT RESTRICTIONS AND ROAD PROTECTION.**

ROAD USE PERMIT FEES

Special road use permit to exceed posted road limits annually or for 6-months
(50% to 75% maximum, or 75% to 90% maximum) \$200.00

Note: Vacuum trucks, garbage trucks, lawn maintenance equipment, utilities, etc. serving the Municipality require permits as above but no fees will be levied for such permits regardless of the time period of the permit.

Regular road use permit to exceed posted road limits for one week
(50% to 75% maximum, or 75% to 90% maximum) \$100.00

(Note: If a permit has not been used in the planned time period it may be extended for an equivalent period at no additional cost.)

Penalties

Offense	Section	Fine
1. Driving heavy vehicle on Village Highways in excess of the posted limits without a valid road use permit	7.2 (a)	\$100.00*
*\$100.00 for every 500 kilograms in excess of axle weight allowance percentage.		
2. Failing to comply with restrictions or conditions of a road use permit.	7.2 (b) 7.3 (e) 7.4 (e)	\$100.00*
*\$100.00 for every 500 kilograms in excess axle weight allowance specified on the road permit.		
3. Drive Vehicle with metal spikes, cleats, bands or caterpillar treads on highway	9.1	\$150.00
4. Surcharge for non-payment of permit fees within 30 days.	7.2 (d)	\$25.00

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Schedule "B" to Bylaw No. 09-2012 – Summer Village of Island Lake

A BY-LAW OF THE SUMMER VILLAGE OF ISLAND LAKE, IN THE PROVINCE OF ALBERTA, RESPECTING ROAD BANS, VEHICLE WEIGHT RESTRICTIONS AND ROAD PROTECTION.

PUBLIC VEHICLE ROAD USE PERMIT/INVOICE

Pigeon Lake Constable Service (PLCS)
PHONE: 780-586-3882 FAX: 780-586-2005

Permit Number:

SECTION (1) PERMIT HOLDER INFORMATION

NAME OF COMPANY OR PERSON	ADDRESS	Fax #
---------------------------	---------	-------

SECTION (2) PERMIT HOLDER INFORMATION

VEHICLE #1	VEHICLE #2	VEHICLE #3	VEHICLE #4
License #	License #	License #	License #
Gross Vehicle Weight	Gross Vehicle Weight	Gross Vehicle Weight	Gross Vehicle Weight

SECTION (3) PERMIT DATES AND LOCATIONS

PERMIT REQUESTED FOR VILLAGE	MAILING ADDRESS FOR PERMIT FEE(S)	DATE PERMIT REQUIRED	
		FROM	TO
1 S.V. Island Lake	11318 – 10 th Ave NW., Edmonton, AB T6J 6S9		

PERMIT RESTRICTIONS – CONSTABLE SERVICE USE ONLY

PERCENTAGE OF ALLOWABLE AXLE WEIGHT IS:	PERCENTAGE (%)	PERMIT VALID DATES		OTHER PERMIT CONDITIONS
		FROM	TO	

SCHEDULE OF PERMIT FEES & PAYMENT INSTRUCTIONS

FEE SCHEDULE:

NO PERMITS OR FEES ARE REQUIRED FOR TRAVELLING ON VILLAGE ROADS WITHIN THE POSTED ROAD BAN LIMITS.

SPECIAL ROAD USE PERMITS

NO FEES ARE CHARGED FOR THE ISSUANCE OF THESE PERMITS FOR USE OF VILLAGE ROADS BY SERVICES TO THE VILLAGE SUCH AS GARBAGE, WASTE WATER AND MAINTENANCE OF VILLAGE INFRASTRUCTURE.

REGULAR ROAD USE PERMITS

FEES OF \$100 ARE CHARGED FOR THE ISSUANCE OF THESE PERMITS ALLOWING USE OF VILLAGE ROADS IN EXCESS OF THE POSTED AXLE WEIGHT ALLOWANCE PERCENTAGE.

PAYMENT MAY BE MADE BY CHEQUE OR MONEY ORDER MADE PAYABLE TO THE MUNICIPALITY NOTED ABOVE, AT THE ADDRESS INDICATED.

SECTION (4)

PERMIT HOLDER CERTIFICATION

REGARDLESS OF EXEMPTIONS OR PERMITS ISSUED OR PAID, THE OWNER OF A PUBLIC VEHICLE MAY BE HELD LIABLE FOR DAMAGES TO PUBLIC PROPERTY, INCLUDING HIGHWAYS, CAUSED BY THE OWNER'S VEHICLE. IN ADDITION, THE HOLDER OF THIS PERMIT CONSENTS TO, AND MAY BE SUBJECT TO THE WEIGHING OF ANY VEHICLE(S) MENTIONED IN THIS PERMIT BY A PEACE OFFICER, AND IS SUBJECT TO ANY FINES/CHARGES FOR VIOLATIONS OF THE LOAD OR AXLE WEIGHT ALLOWANCE RESTRICTIONS MENTIONED IN THIS PERMIT, OR ANY OTHER CONDITIONS WHICH ARE NOTED HEREIN.

SIGNATURE OF PERMIT HOLDER: _____

*** WHEN YOU HAVE COMPLETED SECTIONS 1 THROUGH 4, FAX THE PERMIT TO THE Bylaw Officer FOR APPROVAL AT 780-675-9535

COPIES TO

DATE ISSUED	Issued by Fax	1	Village Office	1	ISSUING OFFICER SIGNATURE
	Issued in Person	1	Scale Facility	1	
	Permit Bylaw Schedule B				

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SUMMER VILLAGE OF ISLAND LAKE

Minutes

For the regular meeting of the Council of the Summer Village of Island Lake, scheduled for **5:30 p.m. Monday, October 22, 2012**, in council chambers at 11318 – 10 Avenue NW, Edmonton, Alberta.

1. Call to Order

2. Agenda: Add 230 Lakeshore/17 Salmon, 9 Pike.

RESOL. 12-088

MOVED by councillor Newton to adopt the agenda as amended.

CARRIED

3. Minutes: September 19, 2011

RESOL. 12-089

MOVED by mayor Yontz to adopt the minutes as drafted.

CARRIED

4. Business Arising from Minutes:

NEW BUSINESS

5. Council Reports

- (a) ASVA & ALMS conferences: Mayor emailed the ALMS Most significant issue is lake stewardship. One required for each lake. Utilizing report from BSL can create a lake management plan.
- (b) Street Lights progress report: street lights have been installed. Power to the park has not yet been completed.
- (c) Lakeshore North progress report: Trees will be done first thing in the spring.
- (d) Bylaw enforcement update: report is on file.

6. Public Works

- (a) Lighthouse: the mayor will check with Wally Peters as to the status
- (b) Sewer systems (fields): Any properties with no recent inspection report on file will be asked to provide an inspection report.
- (c) Fall ARCPP meeting Oct 27: The mayor will attend.

7. Financial matters:

- (a) Financial Statement: Received for information.
- (b) Accounts: Received for information.
- (c) ATB account: the mayor and deputy mayor signed the documents authorizing the transfer of money from the business custom account to the T-bill savings account
- (d) Bank fees: council decided to absorb cost of bank fees for monthly withdrawal system.

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8. Development & Assessment

- (a) Stalker request: response to bylaw letter with respect to the sea can. He will side the sea can to match the garage. Administration will provide him with a development permit.
- (b) Subdivision: a letter from the planning commission was received for information.
- (c) Dev. Perm. 12-010: received for information.
- (d) 203 Lakeshore/17 Salmon & 9 Pike Councillor Newton will assign street addresses to those properties that we don't have a street address for.

9. Taxation and Administration

- (a) Road Ban Bylaw 09-2012
RESOL. 12-090
MOVED by councillor Montague to give first reading to Bylaw 09-2012. **CARRIED**
RESOL. 12-091
MOVED by councillor Newton to give second reading to Bylaw 09-2012. **CARRIED**
RESOL. 12-092
MOVED by mayor Yontz to give consideration to third reading of Bylaw 09-2012. **CARRIED**
RESOL. 12-093
MOVED by councillor Montague to give third reading to Bylaw 09-2012. **CARRIED**
- (b) MA letter: confirming the MSI 2010 carry forward of \$24,489 was received for information.
- (c) AB Transportation letter: FGTF grant approval was received for information
- (d) Athabasca County : Council reviewed a letter with a meeting request for November 23 at the Athabasca Regional Multiplex. Mayor Yontz and Councillor Newton will attend. The mayor responded to the article in the Athabasca Advocate.
- (e) Tax Recovery Sales (3 properties) Advertisement has been placed in the Alberta Gazette. Notices have gone out to the owners via registered mail. Date has been set for November 30, 2012.
- (f) AESO letter: regarding long term transmission system planning was received for information.
- (g) Northern Lights Library: meeting minutes, budget report, director's report and draft budget were received for information.
- h) Tax arrears list was reviewed. Several payments have come in after the reminder letters were sent.
- (i) Fines are defined in each particular bylaw as a schedule and thus can be changed by resolution.
- (j) Living by Water report: Received for information.

10. Safety Matters

11. Assortment of Newsletter, Bulletins etc.:

12. Date of next Meeting: Tuesday, December 18, 2012

13. Adjournment:
RESOL. 12-094
MOVED by mayor Yontz to adjourn at 8:05 p.m.

CARRIED

Mayor

Administrator

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BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

**A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE, IN THE PROVINCE OF
ALBERTA, FOR MATTERS RELATED TO THE
CONTROL OF VEHICLE, ANIMAL AND PEDESTRIAN MOVEMENT AND TRAFFIC**

WHEREAS under the Authority of the *Municipal Government Act* RSA 2000 Chapter M-26, section 7 (d) and (i), 8 (a) (b) authorizes Council to pass bylaws respecting transport and transportation systems; and

WHEREAS the *Traffic Safety Act* R.S.A. 2000 T-06, as amended, Part 1 Division 3 Section 13 (1) and 13 (2) provides that the Council of a Municipality may pass bylaws for the regulation and control of vehicle, animal, and pedestrian traffic;

AND WHEREAS the intent of this Bylaw is to regulate and control vehicle, animal and pedestrian traffic, to be compatible with the normal activities of urban life while recognizing the recreational nature of the municipality,

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

1. BYLAW TITLE

This Bylaw may be cited as "**The Control of Vehicle, Animal and Pedestrians Bylaw**".

2. DEFINITIONS

Any word, expression or term used in this Bylaw shall have the same meaning as in the said Act; and

for the purpose of this Bylaw, unless the context otherwise requires:

2.1 "**Act**" means the *Municipal Government Act, R.S.A., 2000, c. M-26* and amendments thereto;

2.2 "**Alley**" means a narrow highway providing access to the rear of buildings and parcels of land.

2.3 "**Bicycle**" includes any cycle propelled by human power upon which a person may ride, regardless of the number of wheels it may have.

2.4 "**Boulevard**" means, in an urban area, that part of a highway that is not roadway, and is that part of the sidewalk that is not especially adapted to the use of, or ordinarily used by, pedestrians.

BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

2.5 **"Centre line"** means the centre of a roadway measured from the curbs or, in the absence of curbs, from the edges of the roadway.

2.6 **"Chief Administrative Officer"** means a person appointed to a position under section 205;

2.7 **"Council"** means the Municipal Council for the Summer Village and the Chief Elected Official;

2.8 **"Driver" or "Operator"** means a person who drives or is in actual physical control of a vehicle.

2.9 **"Highway"** "highway" means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes

2.10 **"Owner"** includes any person renting a motor vehicle or having the exclusive use thereof under a lease or otherwise for a period of more than 30 days.

2.11 **"Park"** when prohibited, means allowing a vehicle (whether occupied or not) to remain standing in one place, except:

2.11.1 when standing temporarily for the purpose of and while actually engaged in loading or unloading passengers, or

2.11.2 when standing in obedience to a peace officer or traffic control device.

2.12 **"Peace Officer"** means a member of the Royal Canadian Mounted Police, a Peace Officer appointed pursuant to the Alberta Peace Officer Act, or a Municipal Bylaw Enforcement Officer appointed by the Summer Village of Island Lake;

2.13 **"Pedestrian"** means a person afoot or a person in a wheel chair.

2.14 **"Traffic Safety Act"**, being Chapter T-6 of the Revised Statutes of Alberta, 2000, and amendments thereto;

2.15 **"Summer Village"** means the Summer Village of Island Lake or its duly authorized representatives

BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

- 2.16 **"Vehicle"** means a device in, on or by which a person or thing may be transported or drawn on a highway. This shall include but not be limited to a vehicle so designed that it may be attached to or drawn by a motor vehicle to be moved from one point to another and which may provide living accommodation for or otherwise be used by one or more persons.

3. SPEED

Unless otherwise posted by Approved Traffic Control Devices no person:

- 3.1 Shall drive a vehicle at a speed in excess of 30 km per hour on any highway within the municipality.
- 3.2 Shall drive a vehicle in any lane, or alley in the municipality at a speed in excess of 20 km per hour.

4. PARKING

- 4.1 No person shall permit a vehicle to stand unattended upon any grade or slope
- 4.2 without first having:
 - 4.2.1 effectively set the vehicle's brakes, and
 - 4.2.2 turned the front wheels to the nearest edge of roadway in such a manner as to impede any movement of the vehicle.
- 4.3 No person shall leave a vehicle unattended on a highway if the vehicle has been placed on a jack or a similar device and;
 - 4.3.1 one or more wheels have been removed from the vehicle, or
 - 4.3.2 part of the vehicle is raised
- 4.4 Unless required or permitted by a Traffic Control Device or in compliance with direction of a Peace Officer or to avoid conflict with other traffic, a person shall not park his vehicle:
 - 4.4.1 on a sidewalk or boulevard, or
 - 4.4.2 on a crosswalk or any part of a crosswalk, or
 - 4.4.3 within an intersection other than immediately next to the curb of a "T" intersection, or
 - 4.4.4 at an intersection nearer than 5 meters to the projection of the corner property line immediately ahead or immediately to the rear, except when this vehicle is parked in a space where a parking meter or other traffic control device indicates parking is permitted,

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SUMMER VILLAGE OF ISLAND LAKE
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Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

- or
- 4.4.5 meters upon the approach to any stop or any yield sign
 - 4.4.6 within 1.5 meters of an access to a garage, private road or driveway, or a vehicle crossway over a sidewalk, or within 5 meters of the nearest side of a marked crosswalk, or
 - 4.4.7 alongside or opposite any street excavation or obstruction when stopping or parking would obstruct traffic, or on any bridge or on the approach thereto, or
 - 4.4.8 at any other place where a traffic control device prohibits stopping or
 - 4.4.9 parking during such times as stopping or parking is so prohibited, or
 - 4.4.10 on a roadway side of a vehicle parked or stopped at the curb or edge of the roadway.
- 4.5 Where a person parks his vehicle contrary to any of the aforementioned provision and said contravention is hazardous to life, limb or property, or it interferes with repair or maintenance of highways, a Peace Officer may require the vehicle to be removed and stored. The owner of said vehicle shall be required to pay in addition to the fine, towing and storage fees before his vehicle is recovered.
- 4.6 No person shall drive, park, or stop any vehicle upon any highway in such a manner as to block, obstruct, impede or hinder traffic thereon. Where the obstruction is unavoidable due to mechanical failure of the vehicle, the operator will not be in breach of this section provided the operator promptly takes measures to clear the vehicle from the highway.
- 4.7 Where a vehicle parking space is marked or designated upon a highway, every driver of a vehicle using the same shall park such vehicle wholly within the limits of the same.
- 4.8 No person shall park in front of or adjacent to any building in course of erection, demolition, alteration, or repair when such parking will impede or obstruct traffic.
- 4.9 No person shall park his or her vehicle so it will in any way interfere with the use of a doorway intended as a fire or emergency exit from any building fronting or abutting the highway, or any private property where signs are displayed. Where a person parks a vehicle contrary to any of the aforementioned provisions a Peace Officer may require the vehicle to be

**BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
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Part 1 Division 3 Section 13(1) and 13(d)**

removed from that doorway and left nearby to minimize inconvenience and expense to its owner or operator.

- 4.10 No person shall park a vehicle at a place or area where the traffic control device indicates parking there is restricted to a certain class of vehicle only, and his or her vehicle does not apply.
- 4.11 Notwithstanding any other provisions in this By-law the Chief Administrative Officer or designated employee may cause movable signs to be placed on or near a highway prohibiting parking for emergency purposes or street cleaning work.
- 4.11.1 After such signs are placed on or near a roadway, no person shall park or leave a vehicle on the signed portion of roadway for any part of the twenty-four-hour period following the location of the sign thereon.
- 4.11.2 Any vehicle that is on such roadway when such signs are placed thereon shall be removed promptly by the owner of operator.
- 4.11.3 When any emergency snow removal, street cleaning, or street repair commences on a signed roadway, then the owner of the vehicle thereon shall be charged with unlawfully parking and the vehicle may be removed pursuant to Section 4.9 hereof.
- 4.11.4 When it is practical, the vehicle being removed from the roadway being maintained will be left nearby to minimize inconvenience and expense to its owner or operator.
- 4.12 Except when actually taking or discharging passengers, no person shall park a vehicle at the following locations:
- 4.12.1 in a passenger loading or unloading space marked with a sign
- 4.12.2 on any portion of a highway marked by a sign as "No Parking"
- 4.13 No parking in lanes shall be permitted unless a sign directs otherwise but lanes may be used for:
- 4.13.1 loading or unloading of goods from commercial vehicles for a period of not exceeding thirty minutes, or
- 4.13.2 the loading or unloading of goods or passengers from a vehicle other than a commercial vehicle for a period not exceeding five minutes, provided that the vehicle concerned in such loading or unloading of passengers or goods does not so obstruct the lane

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SUMMER VILLAGE OF ISLAND LAKE
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Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
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Part 1 Division 3 Section 13(1) and 13(d)

as to prevent other vehicles or persons from passing along such lanes while the loading or unloading of passengers is taking place.

- 4.14 No person shall park any vehicle upon any land owned by the Summer Village the said Summer Village uses or permits to be used as a playground, recreation area, public park or for utility purposes except on such areas that the Chief Administrative Officer or designated employee may designate by a Traffic Control Device for vehicle parking.
- 4.15. Notwithstanding anything else contained here to the contrary, the Summer Village may permit a person to park a mobile unit (whether designated for occupancy by persons or for carrying goods) upon a highway, in a residential area, without being attached to a vehicle by which it may be propelled or drawn if that person satisfied the following conditions:
- 4.15.1 that the person ensures that the mobile unit is well blocked to ensure the stability of the unit when not attached to the vehicle by which it may be propelled.
 - 4.15.2 The unit shall be allowed to park for no more than three (3) days at which time it must be moved and be absent from parking on the municipality's highways for a period of no less than twelve (12) hours.
 - 4.15.3 If the said parked vehicle would be located either in front of or across from or on the blank side of residential zoned property, the owner of the unit must have the permission of the owner of the residence before parking the unit for longer than 1 hour.
- 4.16 No Person shall angle park any vehicle or trailer which singly or together exceed 5.8 meters in overall length upon any highway except at such locations as have been designated by the Chief Administrative Officer or a designated employee by erection of official Traffic Control Devices.
- 4.17 No person shall park a truck trailer unit on any highway in the municipality whether a trailer unit is attached to it or not.
- 4.18 No person shall park a vehicle upon any private road or land providing emergency vehicle access to a multiple unit development. Emergency vehicles are excluded in this regard.

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SUMMER VILLAGE OF ISLAND LAKE
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Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
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Part 1 Division 3 Section 13(1) and 13(d)

- 4.19 No person shall park on a highway a vehicle or trailer used for the conveyance of flammable liquid or explosive or other contents dangerous to human safety nearer than 22.2 meters to a substantial building likely to contain persons or valuable goods, and it shall have a warning notice clearly displayed.
- 4.20 Council is hereby authorized to designate angle and parallel parking on any highway and to cause the same to be marked accordingly.
- 4.21 No person shall park or stand any motor vehicle on any highway for a period of more than seventy-two (72) hours after which it may be considered to be abandoned.

5. HORSE DRAWN VEHICLES

- 5.1 The driver or any other person in charge of any horse drawn vehicle on a highway shall remain upon such vehicle while it is in motion or shall walk beside the horse drawing such a vehicle.

6. PEDESTRIANS

- 6.1 No person shall stand, sit, or lie on any highway in such a manner as to obstruct vehicular or pedestrian traffic or as to annoy or inconvenience any other person lawfully upon the highway.

7. VEHICLE TRAFFIC

- 7.1 The Council is hereby authorized to cause the installation of any traffic control device to govern and direct traffic within the Municipality
- 7.2. No vehicle operator shall drive or stand a vehicle upon any highway in such A manner as to block, obstruct, impede or hinder traffic thereon;
- 7.2.1. Where the obstruction is unavoidable due to mechanical failure, the operator will not be in breach of this section provided he promptly takes measures to clear the faulty vehicle from the highway.
- 7.2.2. No person shall operate a vehicle in a residential area of the Municipality between the hours of 10:00 p.m. and 7:00 a.m. in a manner so as to unduly disturb the residents of any such area.

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SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

8. GENERAL PROVISIONS

8.1 No person shall allow himself to be drawn by a moving vehicle while he is riding upon a sled, toboggan, bicycle, skis or other conveyance except a trailer upon a highway.

8.2 Unless a permit to do so has been issued by the Municipality, no person shall operate on a highway

8.2.1 a vehicle or trailer having metal spikes, lugs or cleats or bands projecting from the surface of the wheel or tire of vehicle, or

8.2.2 any vehicle or trailer having skids or not using rubber tires.

9. PENALTIES

9.1 A traffic tag shall be deemed to be sufficiently served:

9.1.1 if served personally on the accused, or

9.1.2 if mailed to the address of the registered owner of the vehicle concerned; or to the person concerned, or

9.1.3 if attached to or left upon the vehicle in respect of which the offense is alleged to have been committed.

9.2. Each Peace Officer and Bylaw Enforcement Officer is hereby charged with the duty of enforcing the provisions of this Bylaw.

9.3 Any person who commits a breach of any of the provisions of this Bylaw shall, upon summary conviction before a judge, be liable to a fine not exceeding \$2500.00 exclusive of costs and in case of non-payment of the fine and cost imposed, to imprisonment of a period not exceeding six months.

9.4 Notwithstanding Sections 8, any person contravening this Bylaw may avoid summary conviction by the voluntary payment of a specified penalty as outlined in Schedule "A" of this By-law within the time stated thereon.

BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

10. SEVERABILITY PROVISION

10.1 Should any provision of this Bylaw be invalid, then such provision shall be severed and the remaining Bylaw shall be maintained.

11. PENALTIES

11.1 Fines levied for contravention of the By-law are listed in schedule "A" of this Bylaw.

These will be found in the Fines, Master Bylaws

This bylaw rescinds Bylaw #143-88


Coming into Force of this bylaw is effective upon adoption.

READ a first time this 8th day of Jan 2018.

READ a second time this 19th day of Feb 2019.

READ a third and final time this 16th day of April 2019.

SIGNED this 16th day of April 2019.



Mayor, Chad Newton



C.A.O., Wendy Wildman

BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (I), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
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SUMMER VILLAGE OF ISLAND LAKE
BY-LAW 01 - 2019

SCHEDULE "A"
FINES TO BE MIGRATED TO THE NEW BYLAW FEES COSTS AND PENALTIES

Schedule A

Section 3 - Speed

3.1 - 3.2	As defined by The Highway Traffic Act		
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Section 4 - Parking

4.1 - 4.21	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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Section 5. Horse Drawn Vehicles

5.1	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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Section 6. Pedestrians

6.1	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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Section 7. Vehicle Traffic

7.1 - 7.2.2	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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BYLAW NO.07-2018
SUMMER VILLAGE OF ISLAND LAKE
Municipal Government Act RSA 2000 Chapter M-26
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Traffic Safety Act RSA 2000 T-06
Part 1 Division 3 Section 13(1) and 13(d)

Section 8. General Provisions

8.1. – 8.4.	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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NORTHERN LIGHTS LIBRARY SYSTEM
AGREEMENT

OCTOBER 1998

NORTHERN LIGHTS LIBRARY SYSTEM AGREEMENT

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THE NORTHERN LIGHTS LIBRARY SYSTEM MASTER AGREEMENT

Agreement made this 15th day of December, 2000

BETWEEN THE NORTHERN LIGHTS LIBRARY BOARD
(Hereinafter called the "Board")

Summer Village of Island Lake
(Name of municipality)

WHEREAS the Libraries Act of Alberta provides that:

"A municipality, improvement district, special area, Metis settlement on entering into and becoming a party to an agreement that contains provisions on terms required by regulations, with 1 or more municipalities, improvement districts, special areas or Metis settlements, and on complying with the regulations, may request the Minister to establish a library system.";

AND WHEREAS the Community Development Grants Regulation:

"Allows the Minister to make a grant upon the establishment of the library system and to make annual grants where the Minister decides the library system is providing satisfactory service,";

AND WHEREAS the Parties to this Agreement:

- a) recognize that the most effective way to provide a high quality of library services is through cooperation, and
- b) desire to enter into this Agreement to establish, maintain and operate a library system pursuant to the Libraries Act of Alberta, and
- c) are prepared to jointly finance and operate a library system, and
- d) agree that all library materials which are available through their municipal libraries and community libraries should be accessible to all residents of the library system;

AND WHEREAS section 25 of the Libraries Regulation sets out various terms and conditions that must be provided for in this Agreement;

BE IT THEREBY RESOLVED THAT there is established a library system board known as the "Northern Lights Library Board", hereinafter referred to as the "Board".

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained, the Parties to the Agreement jointly and severally covenant and agree each with the other as follows:

A. Schedules "A", "B", "C" and "D" attached hereto shall form part of this agreement.

B. Terms used in the Agreement have the same meaning as defined in the Libraries Act except where otherwise expressly provided.

1. OPERATION

- 1.1 The Parties to the Agreement shall enable the Board to maintain and operate the library system in accordance with the Libraries Act as amended from time to time and the Libraries Regulation made thereunder from time to time.
- 1.2 The Parties to the Agreement shall provide a library service to all their residents through the Library System established by the Agreement in the manner and upon the terms set out in the Agreement.
- 1.3 The Parties to the Agreement shall make all library materials belonging to the Board and local member libraries accessible to all residents of the Parties to this Agreement.

2. TERM

The term of the Agreement is in effect from the date of addition of a new member, and shall then remain in effect from year to year, subject to Clause 13.

3. APPOINTMENTS

The Board shall consist of:

- 3.1 One member for each municipality and Metis settlement that is a member of the library system, who is appointed by the council of the municipality or Metis settlement.
- 3.2 One member for each improvement district and special area that is a member of the library system, who is appointed by the Minister of Municipal Affairs.
- 3.3 Any additional members appointed in accordance with the Libraries Regulation.

4. TERM OF APPOINTMENT

- 4.1 Appointments to the Board shall be for a term of not more than three (3) years and a person may not be appointed for more than three (3) consecutive terms totaling nine (9) years without the approval of 2/3 of all members of that council.
- 4.2 Any vacancy in the membership of the Board shall be filled in accordance with section 22 of the Act as soon as reasonably possible.
- 4.3 A council may, with respect to appointments under section 22(a) of the Act, appoint an alternate member to the Board if its board member.
 - 4.3.1 is unable to attend a meeting of the Board, and
 - 4.3.2 has given notice to the Board that an alternate member will attend.
 - 4.3.3 the alternate member shall not act in place of the Board member at more than 2 consecutive meetings except by resolution of the Board.

5. POWERS AND DUTIES

- 5.1 The management, regulation and control of the system is vested in and shall be exercised by a board of management known as the "Northern Lights Library Board" hereinafter referred to as the "Board" having the powers and duties pursuant to the Libraries Act and Libraries Regulation of Alberta.
- 5.2 The Board shall engage a person as librarian, hereinafter referred to as the "System Director", having qualifications and experience as a librarian and whose responsibility shall be the administration of the System. The Board shall fix the compensation and all other terms of employment of the System Director.
- 5.3 The Board may engage such additional employees as are required for the operation of the System.
- 5.4 The Board shall cooperate with other libraries, library systems, and resource libraries and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing library resources.
- 5.5 If a municipality that is a Party to the Agreement does not have a municipal board, the member of the Board appointed by the municipality shall receive the concerns of the residents through the advisory committee appointed by the council of the municipality to transmit those concerns.

- 5.6 Notwithstanding paragraph 5.5, if an advisory committee is not appointed by the council, the Board may appoint a committee to receive the concerns respecting library service and transmit them to the Board member representing the council of the municipality in which the advisory committee is located.

6. EXECUTIVE COMMITTEE

- 6.1 The Board shall establish an Executive Committee of not more than ten (10) persons when the number of members of the Board is more than twenty (20), to carry on the work of the Board at those times when the Board does not meet and to develop a statement of the powers and duties of that Committee.

7. RESTRICTION OF AUTHORITY

- 7.1 If a municipal library has been established in the municipality and is receiving library services from the Board, the authority of the Municipal Library Board is subject to the terms of this Agreement.

8. FISCAL MANAGEMENT

- 8.1 The Board shall, on or before December 1 of each year, submit to each Party to the Agreement a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the system, including the levy to be paid by the municipality and the library board.
- 8.2 Each Party to the Agreement shall pay to the Board the amount which is the product of the per capita requisition set out in Schedule "B" and the Population of the Party to the Agreement.
- 8.3 Each Party to the Agreement shall pay to the board the amount required to be paid pursuant to paragraph 8.2 of this Agreement by January 31 of each year.
- 8.4 The Population of a municipality, which is a Party to the Agreement, shall be the same population as used for the calculations of library grants as stated in the current Community Development Grants Regulation.
- 8.5 A municipality, which is a Party to this Agreement, shall pay the annual per capita System levy directly to the Board in accordance with the attached Schedule "B".
- 8.6 In a municipality which is a party to the Agreement and which has a municipal library board, the said municipal board shall pay, from its revenues, the annual per capita levy directly to the Board in accordance with the attached Schedule "B" by June 30 of each year.

- 8.7 A municipality or Metis settlement which is a Party to the Agreement and which does not have a municipal library board and which has authorized the Board to act as its library board, shall pay the total of the annual per capita levy directly to the Board in accordance with the attached Schedule "B".
- 8.8 Municipalities or Metis settlements, which Join the System after January 1, 1998, shall pay an amount as determined by the Board.
- 8.9 The Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Community Development Grants Regulation and may apply for any other grants that are or may be available.
- 8.10 Municipal library boards and Metis settlements may retain any revenues generated at the local level by fees, fines, special fund raising efforts, gifts and donations and grants not specified in Schedule "B" and may expend such funds as they see fit to provide library service to that community.
- 8.11 If a library board is in default of payment by more than 60 days, it shall be subject to a two (2) per cent, per month simple interest, penalty charge on the outstanding balance.

9. SYSTEM SERVICES TO PUBLIC LIBRARIES

- 9.1 The Board shall establish, equip and maintain a library system for the residents of the Parties to this Agreement, which shall include provision of service in the following categories:
- a) Materials Services;
 - b) Technical Services;
 - c) Information Services;
 - d) Programming and Public Relations Services; and
 - e) Support Services.
- 9.2 Programs that may be offered in each of these categories are detailed in Schedule "C".

10. SERVICES TO OTHER GROUPS

- 10.1 The Board may enter into one or more separate contracts with any other person or group including a school authority, military base, or Indian band to provide library services as specified in the contract.

11. THE SYSTEM AND ITS MEMBERS

The powers and duties of municipal boards within the System shall be as defined in accordance with Part 2 and Part 4 of the Libraries Act and as specified in the terms and conditions of this Agreement.

11.1 Each board within the System shall:

- a) comply with the Libraries Act and Regulation in provision of library service to its municipality,
- b) act as a liaison between the residents of the municipality and the Board, to advise the residents of the municipality of the policies of the Board and bring their needs to the attention of the Board,
- c) in cooperation with the Board, set guidelines for the operation of the library, including hours of library opening, management, use and services,
- d) cooperate with the Board in matters such as non-resident fees,
- e) submit file copies of all library policies, by-laws and needs assessment documents to the Board,
- f) in addition, a board within the System may purchase or acquire library materials and articles of educational, cultural or artistic value, providing that such materials are accessible and paid for out of the library board's own financial resources,
- g) receive, hold and administer bequests, donations and gifts of real and personal property for local library purposes and,
- h) in general, perform such duties as are necessary to operate library service in the community.

- 11.2 The relationship between the Board and the board of the Resource Centre shall be set forth in a separate agreement between the Board and the library board of the designated Resource Centre and shall include the terms and conditions outlined in "Schedule D" of this Agreement.

12. PROPERTY OWNERSHIP

- 12.1 All personal property of the municipal or community board:

- a) on the date which the council signs the Agreement affecting that board remains the property of the municipal or community board and,
- b) Any property, real or personal, acquired under Section 11.1 (f) and (g) of this Agreement remains the property of the municipal or community board.

- 12.2 Any transfer of assets from the municipal or community board to the Board, with the exception of library materials, shall be initiated and executed in accordance with Section 29 of the Libraries Regulation.

- 12.3 Any transfer of library materials from the municipal or community board to the Board for use elsewhere in the library system or for disposal, shall be initiated by resolution of the municipal or community board.

- 12.4 All real and personal property (including Intellectual Property) acquired by the Board shall be the property of the Board except library materials acquired by the Board on behalf of a municipal library board (e.g. purchased with library allotment funds or additional funds) which shall be the property of the municipal library board. In this clause, "library materials" means those materials defined in Schedule "C". The term "Intellectual Property" is defined in Clause 12.6.

- 12.5 All municipalities who are a Party to this agreement and have a library shall ensure that said libraries have, retain in force, and provide evidence of adequate contents insurance on the library materials which from time to time are within its library with loss payable to the municipality and the Board as their interest may appear.

- 12.6 "Intellectual Property" is defined as anything created on behalf of the System, which results from intellectual process. Intellectual property includes, but is not limited to, literary works (any written work intended to provide information, instruction, or pleasure), artistic works, and computer programs. Such works and information may be stored in any format, including machine-readable code. Intellectual property specifically includes the System's automated files and databases.

13. WITHDRAWAL FROM THIS AGREEMENT

- 13.1 At any time after the expiration of three (3) years from the date that the Party entered the original Agreement, the Party may, by giving twelve (12) months notice, withdraw from this Agreement, effective January 1 of the year following notice of withdrawal.
- 13.2 If a Party to this Agreement gives notice to withdraw, the Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide in writing, to the council and board an appraisal of the expected effects on library service to residents of the municipality concerned. The Board may request a reconsideration of the notice to withdraw.

14. DIVISION OF ASSETS

- 14.1 Where a municipality which is a Party to the Agreement or its successor, does not have a local library board operating at the termination of the Agreement, it shall not participate in any division of system assets in accordance with Section 29 of the Libraries Act.
- 14.2 If a Party to this Agreement withdraws from the Agreement pursuant to Section 29 of the Act, that Party shall be deemed to have forfeited any right of ownership or to share in the assets of the Board.
- 14.3 In the event of an unresolved dispute between the Board and a Party to the Agreement, an arbitration process shall be implemented based on the following procedures:
- a) an Arbitration Committee of three persons shall be established consisting of one appointed by the Board, one by the council of the municipality and one by the Minister and all to be appointed within 15 days of the date the withdrawal is effective;
 - b) the Committee shall meet within sixty (60) days of the appointment;
 - c) the decision of the Committee shall be final and a copy of its report shall be presented within (90) days of appointment to the Board, the council of the municipality and the Minister.

15. SYSTEM EXPANSION

- 15.1 The Board shall develop a plan for the expansion of the System to include all eligible participants, identified in "Schedule A", pursuant to the Libraries Regulation and this plan shall be filed with the Minister and reviewed on an annual basis.

- 15.2 The Board shall admit to the System an eligible participant as listed in "Schedule A", if the participant signs an agreement containing the terms and conditions of the Agreement or any succeeding agreement. The eligible participant shall become a Party to such agreement effective the date of its admission. The Board shall determine the date of admission.

16. SYSTEM REPORTS

- 16.1 The Board shall make an annual report on the operation of the System to each of the Parties to the Agreement and to each library board or advisory committee and to the Minister on or before February 28th in the year following the year for which the annual report was prepared.
- 16.2 Boards receiving public library services from the System shall forward a budget for the current year and a copy of their annual report and audited statement for the preceding year to the Board on or before May 31 annually.

17. AMENDMENT

- 17.1 This Agreement may be amended according to a motion for amendment passed by the Board. Such amendment shall be effective upon receipt by the Board of written notification from 2/3 of the Parties to the Agreement that they have so authorized such amendment. The Parties to the Agreement shall conform to such amendment upon notification from the Board that this paragraph has been fulfilled.

18. EXTENSION

- 18.1 The provisions of the Agreement shall be binding upon the Parties to the Agreement and their successors and all eligible participants joining in this Agreement with the original Parties.

19. ENTIRE AGREEMENT

- 19.1 This document, including all schedules appended, constitutes the entire Agreement between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

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20. CONTINUATION OF THIS AGREEMENT

- 20.1 This Agreement shall be full force and effect from the date of execution hereof until amended or terminated.

21. CONDITIONS PRECEDENT

- 21.1 Terms and conditions of the Agreement are conditional on the continuation of receipt of provincial funding under Schedule 2 of the Community Development Grants Regulation being Alberta Regulation 57/98.

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22. SIGNATURES

IN WITNESS THEREOF the undersigned being one of the Parties set out in "Schedule A" to this Agreement has duly executed this Agreement on the date and year first noted.

Summer Village of Island Lake
Name of the Party to the Agreement
(Town/City/County, Municipal District, Improvement District, Metis Settlement)

(X) [Signature]
Mayor, Reeve or Minister of Municipal Affairs

(X) [Signature]
Secretary-Treasurer or Municipal Administrator

Signed, sealed and delivered the 15th day of

December, 2000
in the presence of:

[Signature]
WITNESS
(Chair or Vice Chair of Library Board)

[Signature]
WITNESS
(Chair of Northern Lights Library Board)

SCHEDULE A

LIST OF ELIGIBLE PARTICIPANTS IN THE NORTHERN LIGHTS LIBRARY SYSTEM

The City of Fort Saskatchewan
The City of Lloydminster
The City of St. Albert

The County of Athabasca #12
The County of Beaver #9
*The County of Lakeland
The County of Lamont #30
*The County of Minburn #27
The County of St. Paul # 19
*The County of Smoky Lake # 13
*Sturgeon County
The County of Thorhild #7
The County of Two Hills #21
*The County of Vermilion River #24

The Municipal District of Bonnyville #87
*The Municipal District of Opportunity #17 (part)
The Municipal District of Wainwright #61

Regional Municipality of Wood Buffalo
Strathcona County

*Improvement District # 13 Elk Island

The Town of Athabasca
The Town of Bon Accord
The Town of Bonnyville
The Town of Bruderheim
The Town of Cold Lake
The Town of Elk Point
The Town of Gibbons
The Town of Lac La Biche
The Town of Lamont
The Town of Legal
The Town of Morinville
The Town of Mundare
The Town of Redwater

The Town of Smoky Lake
The Town of St. Paul
The Town of Tofield
The Town of Two Hills
The Town of Vegreville
The Town of Vermilion
The Town of Viking
The Town of Wainwright

The Village of Andrew
The Village of Boyle
The Village of Chauvin
*The Village of Chipman
The Village of Derwent
*The Village of Dewberry
The Village of Edgerton
*The Village of Glendon
The Village of Holden
*The Village of Innisfree
The Village of Irma
The Village of Kitscoty
*The Village of Lavoy
The Village of Mannville
The Village of Marwayne
*The Village of Minburn
The Village of Myrmam
The Village of Paradise Valley
The Village of Plamondon
The Village of Ryley
The Village of Thorhild
The Village of Vilna
*The Village of Warspite
The Village of Waskatenau
The Village of Willingdon

*The Summer Village of Bondiss
*The Summer Village of Bonnyville Beach
*The Summer Village of Horseshoe Bay
*The Summer Village of Island Lake
*The Summer Village of Island Lake South
*The Summer Village of Mewatha Beach
*The Summer Village of Pelican Narrows
*The Summer Village of South Baptiste
*The Summer Village of Sunset Beach

- *The Summer Village of West Baptiste
- *The Summer Village of Whispering Hills
- *The Summer Village of White Gull

- *Buffalo Lake Metis Settlement
- *Elizabeth Metis Settlement
- *Fishing Lake Metis Settlement
- *Kikino Metis Settlement

* Indicates municipalities which do not operate library boards.

SCHEDULE B

THE NORTHERN LIGHTS LIBRARY SYSTEM LEVY

1. MUNICIPALITIES

The levy to the Northern Lights Library System from the municipality that is a Party to the Agreement to which this Schedule is attached shall be as follows, for the period stated:

a) For municipalities with library boards:

1998 \$3.05 per capita

Subsequent years as determined on a basis of approved budgets and estimates
based on Section 8.2 of the Agreement

b) For municipalities without library boards:

1998 \$4.53 per capita

Subsequent years as determined on a basis of approved budgets and estimates
based on Section 8.2 of the Agreement

2. LOCAL LIBRARY BOARDS

The levy to the Library System from the municipal library board of the Parties to the Agreement to which the Schedule is attached shall be as follows for the periods stated:

1998 \$3.05 per capita

Subsequent years as determined on a basis of approved budgets and estimates
based on Section 8.2 of the Agreement

SCHEDULE C

SYSTEM SERVICES TO PUBLIC LIBRARIES

1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

- 1.1 Library materials are defined as including books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, audio discs, tape recordings, video discs, video tapes, motion pictures, filmstrips, film loops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits.
- 1.2 To facilitate the purchase of library materials by a public library, a fund account shall be established for each member public library to a value established by Board policy.
- 1.3 Materials service programs offered to public libraries may include, but not be limited to, the following:
 - a) Loaned materials to supplement existing library collections, such as:
 - i) Circulating blocks,
 - ii) Talking or audio books, and
 - iii) Materials in official and non-official languages;
 - b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available);
 - c) Universal Borrowers' Card program providing patrons with access to the collections of other member public libraries in the Northern Lights Library System; and
 - d) Universal Borrowers' Card program providing patrons with access to other Library Systems that have signed Reciprocal Borrowing Agreements with Northern Lights Library System.

2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

2.1 Technical services may include, but not be limited to, the following:

- a) Centralized acquisition of library materials;
- b) Cataloguing and processing of library materials to acceptable standards;
- c) Consultative assistance with library automation;
- d) Maintenance of a Union Catalogue of system holdings; and
- e) Delivery of materials to libraries.

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include:

- a) Reference services, whereby assistance is provided in answer to a request for information;
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request; and
- c) Reciprocal borrowing privileges among system members and partners.

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and Public Relations Services are designed to provide libraries with support for programming activities, as well as marketing initiative, which may be undertaken at the local level.

4.1 Programming and Public Relations Service may include, but not be limited to, the following:

- a) Consultative assistance;

- b) Assistance with children and adult programming activities; and
- c) Assistance and information regarding the marketing of local library services.

5. SUPPORT SERVICES

Support Services are offered to assist libraries in enhancing the level of local library service.

- 5.1 Support Services shall include consultative assistance provided by a professional library consultant.
- 5.2 Support Service may include, but not be limited to, the following:
 - a) Coordination of continuing education opportunities for library staff and trustees;
 - b) Toll-free telephone access to System personnel; and
 - c) Newsletters and other communications.

SCHEDULE "D"

Reference Services Agreement

between

**Northern Lights Library System
(hereinafter called NLLS)**

and

**Yellowhead Regional Library
(hereinafter called YRL)**

1. Definitions

Business Day:

YRL's normal business day (Monday - Friday, 8:00 a.m. to 4:30 p.m.).

Inter-library Loan:

A transaction in which library material is made available by one library to another.

Member Library:

A library that receives services from the NLLS and is a member of the NLLS by virtue of its council being a Party to the Agreement.

Patron:

A person who holds a valid library card from a member library.

Reference Question:

A request for a specific answer to a specific question or a request for information on a particular subject. Reference questions should be as specific as possible and include the following: the purpose for which the information is needed; the age level of the borrower or the level of information required; and the last possible date by which the patron needs the material, if there is a deadline.

Reference Service:

Assistance provided in answer to a request for information (from a librarian on behalf of a patron). It may involve the use of materials, instruction on their use, interpretation of information or recommendations on materials.

Successfully Answered Question:

A successfully answered question will be defined as a question where the member library receives -

- a. factual information (e.g. telephone number, statistical figure, etc.) with source of reference, that proves or disproves the question posed;
- b. a bibliographic citation to title(s) with source of reference, that, if purchased or requested through inter-library loan, would provide the information requested by the patron;

- c. a contract name or referral, with source of reference, to an individual or organization able to answer the question.

A question is considered answered when the result is sent to the member library by YRL, regardless of when the member library receives the result.

2. Term of Agreement

The term of this Agreement shall be from January 1, 2000 to December 31, 2000. This Agreement shall be renewed automatically each year unless written notice of termination is given.

3. The Parties agree that YRL shall provide to member libraries of NLLS:

- a. Reference Services
- b. Workshops

4. The Directors of both systems shall jointly evaluate the services after the completion of the annual report.

5. For the purposes of receiving Reference Services, the system headquarters of the NLLS shall be considered a member library.

6. NLLS shall provide and update a list of member libraries.

7. YRL shall:

- a. Successfully answer 80% of the reference questions submitted by member libraries.
- b. Successfully answer a question from a member library within the following time frame:
 - i) 75% of questions within two business days;
 - ii) 15% of questions within seven business days;
 - iii) 10% of questions in eight or more business days.

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- c. Provide a status report to a member library if the question cannot be answered within two business days.
- d. Allow member libraries to access the Reference Service during the following hours by toll-free telephone:

Monday - Friday 8:00 a.m. to 4:30 p.m.

with answering service available at all other times.
- e. Provide the Reference Service under the direction of a graduate librarian.
- f. Provide a quarterly report for each member library and NLLS of:
 - i) the number of questions submitted
 - ii) the number of questions fully answered
 - iii) the number of questions partially answered
 - iv) the number of questions not answered
 - v) the response time for each question
- g. Provide a quarterly summary to NLLS of trends and issues in the provision of Reference Services.
- h. Provide an annual review of Reference Services.
- i. Provide four workshops to NLLS member libraries related to Reference Services, one of which shall be at the NLLS Annual Conference.

8. Amendment

A request for amendment to this Agreement may be made by either party, on three months written notice to the other. Both parties must agree to the amendment.

9. Termination

Either party may terminate the Agreement by providing written notice to the other party no later than September 30th.

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Summer Village of Island Lake
Box 8, Alberta Beach, AB T0E 0A0
Phone: 1-780-967-0271 Fax: 1-780-967-0431
Website: www.islandlake.ca
Email: svislandlake@wildwillowenterprises.com

May 13th, 2021

Via email: info@nlls.ab.ca
(hard copy to follow in mail)

Northern Lights Library System
5615 – 48 Street, Postal Bag 8,
Elk Point, AB
T0A 1A0

To Whom it May Concern:

**Re: Summer Village of Island Lake / Northern Lights Library System
Agreement**

Please be advised that the Summer Village discussed their participation in the Northern Lights Library System at length during their April 20th, 2021 Council meeting. When reviewing the needs of our Community and access options, it was determined that the residents of the Summer Village of Island Lake would be best served to keep our library contributions within the area, to our *local* libraries.

Therefore, in accordance with Clause 13.1 of the Northern Lights Library System Agreement with the Summer Village of Island Lake, we would like to advise that we are giving our official notice of withdrawal from this Agreement. As per the Agreement, the Summer Village of Island Lake will no longer be a member effective December 31st, 2021.

We appreciate the work that the Northern Lights Library System does and wish you every success moving forward.

Sincerely,

Chad Newton,

Mayor, Summer Village of Island Lake

c.c. Council
CAO, Wendy Wildman

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Northern Lights Representative – Curtis Schoepp

- Population – 228 (2018 population) used for Levy 2021
- Levy amount = \$2384.88 (book allotment amount = \$490.20)
- Amount of rural services grant - \$1348.65
- # of active library users in the community = 34 (some of these may represent an entire family)
- The closest libraries - Athabasca
- Board member reimbursements/honoraria paid out = \$0.00 from NLLS for 2021 YTD

Physical circulation for Island Lake Residents:

- 100 physical items circulated in 2020. Value of \$2400
- 127 physical items circulated thus far in 2021. Value of \$3,048

Electronic circulation for Athabasca (stats at a postal code level are not available from vendors citing privacy concerns).

- 4,395 ebooks and audiobooks in 2020 at a value of \$149,430
- 2,261 ebooks and audiobooks in 2021 thus far at a value of \$76,874

Rural Services grant 1348.65 + Book Allotment \$490.20 = \$1838.85 in direct funding to the Athabasca library because of your system membership.

Active library users 34 * non-resident fee \$60 = \$2,040. Active card holders in the community would need to pay should the community leave.

We provide far more than books:

- Supernet services (including wifi)
- Computer support, purchases, upkeep
- Professional IT assistance, software licensing and more
- Consulting services with professional librarians
- Bulk purchasing of books, office supplies, software, technology
 - we saved NLLS libraries a combined \$94,924.48 in book purchase discounts in 2020.
- Summer and Winter Reading Programs
- Membership in TRAC, a shared service connecting 200 Alberta libraries and access to 3.5 million library items and the means to get those items to you.
- Professional development and training of library staff
- Access to robust electronic resources: Duolingo for language training, Resume creating, Small engine repair database, Magazine collections, LinkedIn Learning and much more.



svislandlake@wildwillowenterprises.com

From: James MacDonald <jmacdonald@nlls.ab.ca>
Sent: September 28, 2021 9:00 AM
To: Wendy Wildman (CAO)
Cc: Vicky Lefebvre
Subject: Re: Follow-up to or meeting

Hi Diane.

We have several policies making their way to the November 27 board meeting for approval. I believe these will all pass. I anticipate the following will occur:

1. Approval for the Summer Villages to choose to have a single representative
2. A permanent position on the Executive Committee for a representative from the Summer Villages.

As you may know Curtis Schoepp (Mayor of Whispering Hills) has already been representing 4 of the summer villages. He was also elected to the Executive Committee in our August board meeting.

I hope this information helps and meets with the desires of your council. I would be happy to answer any questions they might have or to meet with them again (given your new members) if they would like.

All the best.

James MacDonald MLIS, DAS
Executive Director | Northern Lights Library System
E jmacdonald@nlls.ab.ca | www.nlls.ab.ca
P 780.545.5072

Our workplace is situated on Treaty 6 territory, traditional lands of First Nations and Métis peoples.

From: svislandlake@wildwillowenterprises.com <svslandlake@wildwillowenterprises.com>
Date: Wednesday, September 22, 2021 at 2:35 PM
To: James MacDonald <jmacdonald@nlls.ab.ca>
Subject: RE: Follow-up to or meeting

Good Afternoon James,

We have recently gone through an election and have several new Council members. They again discussed the withdrawal letter that was sent re: NLLS and we were asked if we had any information with regard to the representation for the Summer Villages on the NLLS board. Could I please get an update to provide the information to our Council for further direction? Thank you.

Diane Wannamaker,
S.V. of Island Lake
Administration
Phone: 780-967-0271
Fax: 780-967-0431
Mailing: Box 8, Alberta Beach, AB T0E 0A0

73

svislandlake@wildwillowenterprises.com

From: Tracy L. Paradis <tracy.paradis@nlls.ab.ca>
Sent: October 1, 2021 3:20 PM
Subject: Service Presentation to Council

Northern Lights Library System is booking dates for our "Service Presentation" to councils. With the upcoming election, we will start on November 1. We are looking forward to presenting to your council.

The presentation will take 15-20 minutes and will be presented by NLLS Executive Director James MacDonald and NLLS Board Chair Vicky Lefebvre.

If you could please send me 2 dates that your council would be able to accommodate us that would be great. Once I can confirm the date, I will send you the information.

Thank you and know that you are a valued member of our system.

Tracy Paradis

Administrative Assistant | Northern Lights Library System

E tracy.paradis@nlls.ab.ca | www.nlls.ab.ca

O 1.780.724.2596 | Toll free 1.800.561.0387

Our workplace is situated on Treaty 6 territory, traditional lands of First Nations and Métis peoples.

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svislandlake@wildwillowenterprises.com

From: chad.newton@islandlake.ca
Sent: August 28, 2021 7:02 PM
To: svislandlake
Subject: Fwd: ditch and culvert for 179 Lakeshore Dr S

Can add it to the next council meeting.

Chad,

Begin forwarded message:

From: Anton J Smith
Date: August 28, 2021 at 1:38:59 PM MDT
To: chad.newton@islandlake.ca
Subject: RE: ditch and culvert for 179 Lakeshore Dr S

Hi Chad,

Thanks for coming to look at our property yesterday. We would like to formally request a ditch be developed between the road and our property and culverts be put in under our driveway to allow appropriate water flow. The water flow from the road flows into our lot and is creating a problem where we get water into our garage. We have tried to ameliorate this issues by putting weeping tile in around the garage. When we talked yesterday you said there should be a ditch and culverts to carry the water to the ditch of our neighbours ditch and to the lake via Buffalo Ave ditch. We recognize this we mean removing the three trees on the village property.

Please let me know if you require any further information about this matter.

Anton

Google Maps 181 Lakeshore Dr S



Date de l'image : sept. 2013 © 2021 Google

Island Lake, Alberta



Street View – sept. 2013



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SUMMER VILLAGE OF ISLAND LAKE
ATHABASCA COUNTY, AB

SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH SPEED STUDY AND SAFETY REVIEW

SEPTEMBER 15, 2021



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SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH

SPEED STUDY AND SAFETY REVIEW

SUMMER VILLAGE OF ISLAND LAKE

PROJECT NO.: 201-08815-00
DATE: SEPTEMBER 15, 2021

WSP
203B – 4706 50TH AVENUE
ATHBASCA, AB T9S 1C1

T: +1 780-609-1008
WSP.COM

78

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REVISION HISTORY

FIRST ISSUE

September 15, 2021	Draft report for review.			
Prepared by	Reviewed by	Approved By		
James Gillies	James Sun			
REVISION 1				
Prepared by	Reviewed by	Approved By		
REVISION 2				
Prepared by	Reviewed by	Approved By		

SIGNATURES

PREPARED BY

James Gillies, E.I.T.
Area Manager

Date

REVIEWED BY

James Sun, M.Sc., P.Eng., PTOE, RSP1
Project Engineer

Date

APPROVED BY

Chantel Goutier, P.Eng.
Project Engineer

Date

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1 INTRODUCTION

1.1 BACKGROUND

WSP met with Councillor Jim Montague in August of 2020 to discuss ongoing traffic safety concerns and survey requirements along Spruce Drive and Lakeshore Drive South. The main concerns outlined were the speed of drivers along these two roadways and safety concerns related to encroaching vegetation and parked vehicles along the road surface which impedes visibility.

1.2 PURPOSE AND SCOPE

The objectives of this study were to carry out a speed study and safety review along the study corridor to identify cost-effective countermeasures that would enhance road safety and operations for all road users.

The following scope activities were conducted:

- Placement of bi-directional traffic collector radar counters in one location on Spruce Drive and 2 locations on Lakeshore Drive South to capture traffic and speed data;
- Undertake a speed analysis;
- Determine from the speed study if there is speeding occurring at the target locations;
- Conduct a brief Safety Review of the existing corridor;
- Complete legal property boundary surveys in areas where vegetation encroachment was of concern; and,
- Provide recommendations for safety improvements.

2 STUDY AREAS

2.1 SPRUCE DRIVE

Spruce Drive is a local road within the southern portion of the Summer Village of Island Lake. The existing roadway is an approximately 7-meter-wide cold mix surfaced roadway which provides access to 60 private properties and 6 community properties. This is a high pedestrian area with no access to sidewalks or walking paths. Spruce Drive currently has a posted speed limit of 30 km/h and is also utilized by various ATVs and recreational vehicles. There is currently no lane division or edge line painting.

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2.2 LAKESHORE DRIVE SOUTH

Lakeshore Drive South is located within the central portion of the Summer Village of Island Lake. The existing roadway has a cold mix surfaced roadway which varies in width. This roadway connects to Moose Avenue and Lakeshore Drive North, Salmon Street, Buffalo Avenue, Trout Avenue, and Elk Ave and provides access to 159 private properties and 7 community properties, including 1 community playground. This is a high pedestrian area with no immediate access to sidewalks or walking paths which is also utilized by a high volume of bicycles and recreational vehicles. Lakeshore Drive South currently has a posted speed limit of 30 km/h and currently has no lane division or edge line painting. During the fall 2020 traffic counts, there were speed bumps installed near the south end of Lakeshore Drive South, however they were removed prior to the spring 2021 traffic counts.

The study areas are highlighted in red in Figure 1 below.



Figure 1: Study Areas

3 SPEED STUDY REVIEW

3.1 SPEED LIMIT SETTING METHODOLOGY

The Transportation Association of Canada's (TAC) Guidelines for Establishing Posted Speed Limits (April 2009) was prepared as a Canada-wide practice. The guideline considers roadway geometry, pavement width, roadside hazards, pedestrian and cyclist exposure and number of intersections when establishing speed limits.

The elements should be considered in the establishment of posted speed limits generally include:

- Horizontal alignment
- Vertical alignment
- Average lane width
- Roadside hazards
- Pedestrian exposure
- Cyclist exposure
- Pavement surface
- Number of intersections with public roads
- Number of intersections with private access driveways
- Number of interchanges
- On-street parking

Generally, the posted speed limit should not exceed the design speed of the roadway and the posted speed limit should be set at a "reasonable" speed that generally meets the expectations of motorists. Drivers tend to select operating speeds based on the visual scene presented to them. Therefore, the speed limit and design of the road must work in concert if desired operating speeds are to be achieved.

Speed surveys were conducted using Armadillo Tracker Bi-Directional Traffic Collector Radar at the three (3) target locations. The data were collected to provide an indication of current operating speeds and speed distribution including mean speed and 85th percentile speed. The data will show the current driver's speed limit compliance rate. However, it should be noted that the data presented are the minimum sample size to ensure statistical significance.

3.2 COUNT DATA

As part of the speed study, WSP completed traffic counts within the Summer Village of Island Lake at three locations. Bi-directional traffic collector radar counters were established, and data collected in the locations detailed below and shown in Figure 2.

- Site #1: Spruce Drive – Adjacent Reserve Lot;
- Site #2: Lakeshore Drive – Adjacent Lot 10; and,
- Site #3: Lakeshore Drive – Adjacent Lot 99.

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Figure 2: Radar Counter Locations

WSP installed the site #1 radar counter on a power pole in front of the Reserve Lot at Spruce Drive. This location was selected due to concerns of excessive traffic speed and poor sightlines at this corner.

Radar counters at sites #2 and #3 were installed on poles adjacent to Lots 10 and 99 respectively along Lakeshore Drive South. These locations were selected due to their proximity to the playground and corners where speeding was noted as a concern. Encroachment of vegetation inhibiting sight lines at site #3 was also discussed.

The data from sites #2 and #3 were reviewed in parallel and averages were used to determine the reported traffic and speed data counts for Lakeshore Drive South.

The traffic and speed data counts were conducted from September 4th to September 10th, 2020 (fall counts) and again from May 13th to May 25th, 2021 (spring counts).

Fall 2020 counts were combined with spring 2021 counts to form an average weekday and long weekend count for the study areas due to consistency between the two study periods.

The 24-hour traffic count information for the three locations above are summarized from the raw traffic count data and tabulated below:

Table 3-1: Average 24-hour Traffic Count Data

Study Area	Site #	Average Weekday	Average Long Weekend
		Traffic Count (vehicles per day)	
Spruce Drive	1	34	143
Lakeshore Drive South	2,3	144	213

3.3 SPEED STUDY RESULTS

The speed samples that were collected at the three sites are summarized below. Additional charts and figures are included in Appendix A – Speed Study Data Summary for further review.

Table 3-2: Speed Study Results

Roadway	Site #	Mean Weekday	Mean Weekend	85th Percentile	Maximum Recorded	Traffic Exceeding the Speed Limit	Traffic Exceeding the Speed Limit by 10km/h+
		Traffic Speed (km/hr)					
Spruce Drive	1	33	34	37	58	57.6 %	19.2%
Lakeshore Drive South	2,3	34	34	40	68	54.6%	18.4%

Posted and operating (or design) speeds on roadways should be close in value. For both Spruce and Lakeshore Drive South the mean traffic speeds observed at the target locations were 34 km/hr indicating that, overall, the driver's speed limit compliance is fair.

However, nearly 20% of motorists were observed to be exceeding the speed limit by 10km/hr+ and maximum speeds of 58 km/hr and 68 km/hr were observed at Spruce and Lakeshore Drive South respectively.

The 85th percentile statistic is the traffic speed at which 85% of vehicles were observed to be traveling less than or equal to during the study period. This statistic is commonly used for speed limit setting on rural roads and highways. Site 1 on Spruce Drive has an 85th percentile speed of 37 km/hr. Sites 2 and 3 on Lake Shore Drive (south) have an 85th percentile speed of 40 km/hr. This suggests that a posted speed limit of 35 or 40 km/hr may be more appropriate; however, it is expected that the driver's compliance would remain unchanged thus resulting in even faster travel speeds which is undesirable to the Summer Village and counterproductive to the purpose of the study. Therefore, the existing 30 km/hr posted limit is deemed to be appropriate. A 30 km/hr posted speed limit in the vicinity of playgrounds / high pedestrian areas is a common practice in Alberta.

Mitigations should be considered to reduce the vehicle operating speed in these areas in order to improve the road safety performance.

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4 EXISTING SAFETY REVIEW

This section describes the identified potential safety issues at the study locations. The speed study shows that the driver's posted speed limit compliance rate is medium to low on these road sections. Means have been proposed to lower the vehicle operating speed on these road segments.

4.1 SITE 1. SPRUCE DRIVE



Figure 3: Looking north east toward site 1

The issues associated with segment include:

- Narrow average lane and shoulder widths;
- Vegetation overgrowth obstructing sight lines;
- High pedestrian and cyclist exposure with no traffic segregation;
- High number of intersections with private access driveways; and,
- On-street parking further reducing available lane width and obstructing site lines.

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4.2 SITE 2. LAKESHORE DRIVE SOUTH - 1



Figure 4: Looking east from Site 2

The issues associated with segment include:

- Narrow average lane and shoulder widths;
- High pedestrian and cyclist exposure with no traffic segregation;
- High number of intersections with private access driveways;
- On-street parking further reducing available lane width and obstructing site lines; and,
- Children at play in and commuting back and forth to the nearby playground.

4.3 SITE 3. LAKESHORE DRIVE SOUTH - 2



Figure 5: Looking north from site 3

- Narrow average lane and shoulder widths;
- Vegetation overgrowth obstructing sight lines;
- High pedestrian and cyclist exposure with no traffic segregation;
- High number of intersections with private access driveways;
- On-street parking further reducing available lane width and obstructing sight lines; and,
- Children at play in and commuting back and forth to the nearby playground.

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5 KEY ISSUES AND RECOMMENDATIONS

Based on the speed data collected, as well as feedback from residents, we have identified the following safety issues along both Spruce Drive and Lakeshore Drive South:

- Vehicles exceeding the speed limit;
- Vehicles crossing over the centerline;
- Vehicles parking along roadway, impeding the sightlines of traffic/ ability to see pedestrians; and,
- Corners with poor sightlines due to vegetation or roadway geometry.

Based on the speed study findings and field observation, proposed improvements are summarized below and illustrated on proposed improvement concept plans included in Appendix B.

5.1 SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH

- Painted directional dividing and edge roadway lines would help to delineate between the two driving lanes and the edges of the roadway. This would produce the visual effect of making the road appear narrower and would encourage vehicles to remain on their side of the roadway. This would also influence pedestrians to remain closer to the edge of the roadway and out of the path of oncoming traffic. Painted roadway lines usually require re-painting once every year but are otherwise maintenance free and do not impede other maintenance operations (i.e. snow clearing). With the application of directional dividing roadway lines, Shared Use Lane Single File Signs (WC-20) at appropriate locations as indicated on the proposed improvement concept plans are strongly recommended.
- Radar-Activated LED Speed Display Signs are effective in slowing down traffic in both directions and are suggested to be placed at the 3 curves within the study areas. There are various models of radar-activated LED displays on the market which offer a variety of options. These signs are easy to install, relatively low maintenance and can be moved within the Summer Village to target various desired locations. After assessing the Summer Village's requirements, we recommend investing in units which offer the following features:
 - Solar powered;
 - Mounted 6' + above the ground to avoid tampering;
 - With flashing lights or speed to indicate speed limit being exceeded; and,
 - With traffic memory/ traffic count data storage.
- Vegetation impeding sightlines were an area of concern when discussing the safety of these roadways. The Summer Village has already implemented a grass maintenance program which reduces the number of new trees which are able to grow within the road right-of-way and has completed select limb removal practices to improve sightlines. Unfortunately, at many of the areas where vegetation was indicated as impeding the sightlines, it was confirmed that the trees in question are on private property. It is recommended that the Summer Village try to work with the property owners to reduce the vegetation causing sightline issues; however, the realignment of the roadway has been discussed as an alternative, longer term option.

Due to the consistencies that were noted in traffic and speed patterns along both Spruce Drive and Lakeshore Drive South, we recommend expanding these safety measures throughout the Summer Village to any other areas where similar concerns are present.

5.2 SPRUCE DRIVE

- Chevron Alignment Signs (WC-9) should be considered to further delineate the roadway curve as indicated on the concept plans. Since some additional clearing may be required to create room for their placement, a token amount was included in the cost estimate. However, additional clearing may be desired to facilitate maintenance operations and future development.
- Due to the existing geometry, proximity of the roadway boundaries, and sightline issues of the corner on Spruce Drive, realignment of the corner to center the roadway in the road right-of-way may be considered. Realigning the road at this location would require the clearing of vegetation and relocation of utilities along the east shoulder of Spruce Drive. This option would be much more expensive and would require special consideration for traffic accommodation and drainage of nearby private property. A concept sketch and A-level construction estimate are included in Appendix C for your review.
- Further development to connect Beaver Avenue to Spruce Drive to allow for an alternative access point to residents who live along Spruce Drive or Irene Avenue may be an option to reduce the amount of traffic at the corner and provide residents along Spruce Drive with an alternative method of egress from their properties. The option to change these to one-way traffic was discussed, however is not recommended as it would significantly increase the traffic volumes at Beaver Avenue.

5.3 LAKESHORE DRIVE SOUTH

- Speed humps may be installed on Lakeshore Drive South on either side of the playground as indicated in the concept plans. Speed humps are a parabolic vertical traffic calming device intended to slow traffic speeds on low volume, low speed roads. Speed humps are 3-4 inches high and 12-14ft wide, with a ramp length of 3-6 feet, depending on the target speed. Speed humps are generally more comfortable for road users when compared to speed bumps currently being used by the Summer Village. Speed humps are effective at controlling speeds without creating accidents or imposing unreasonable or unacceptable safety risks. Either permanent bituminous types or portable rubber types can be installed. Speed bumps may have adverse impacts to the ease of emergency vehicle throughput. Additional signage to notify road users of the speed hump is also required.
- Due to the high level of minors at play along Lakeshore Drive South, the Summer Village may want to consider increased "Children at Play" or playground signage. A graphic designer would be able to assist in designing unique signage that would capture the attention of motorists and encourage them to be mindful of their speed. Durable painted pavement messages indicating the start and end of a playground zone would also encourage motorists to reduce their speed.
- Due to the proximity of the existing road surface to the road right-of-way boundary, WSP prepared a concept sketch for the Summer Village to consider the realignment of the corner of Lakeshore Drive at Lot 111 to center the roadway in the road right-of-way. This would increase sightlines and improve the safety at this corner. A concept sketch and A-level construction estimate are included in Appendix C for your review.

6 HIGH LEVEL CONSTRUCTION COSTS

If the proposed improvements are accepted, a high-level construction cost estimate for the recommendations is summarized in Table 6.1 below.

The high-level construction cost for the recommended improvements is estimated to be approximately \$37,192.50 including 25% contingency and 10% engineering.

Table 6-1: Construction Cost Estimates

Item	Qty	Unit	Unit Price	Amount
1. Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines)¹	3.25	km	\$1,000.00	\$3,250.00
2. Supply and Install Flashing Speed Display Board with Speed Limit Sign²	3	each	\$6,000.00	\$18,000.00
3. Vegetation Clearing³	0.1	ha	\$15,000.00	\$1,500.00
4. Speed Humps with Signage⁴	2	each	\$1,400.00	\$2,800.00
5. Chevron Signs⁵	2	each	\$500.00	\$1,000.00
6. Shared Use Lane Signs⁶	2	each	\$500.00	\$1,000.00
Subtotal				\$27,550.00
Add 25% Contingency				\$6,887.50
10% Engineering				\$2,755.00
"A" Estimate Total				\$37,192.50

¹Spruce Dr. including Irene Ave., Lakeshore Dr. (south) from Highway Ave. to end of pavement.

²Assumes 1 sign board installed on Spruce and 2 on Lakeshore Dr. (south) – see concept plan attached for suggested locations.

³Cost is for clearing and mulching only and does not include landowner compensation.

⁴Assumes removable rubber type. Bituminous type ranges from \$2,000-\$4,000.

⁵Some amount of clearing may be required to place these signs, a token amount 400 square meters was included in the cost estimate.

⁶Cost estimate does not include additional 30 km/hr speed limit sign (if required) at the entrance of Lakeshore Drive South.

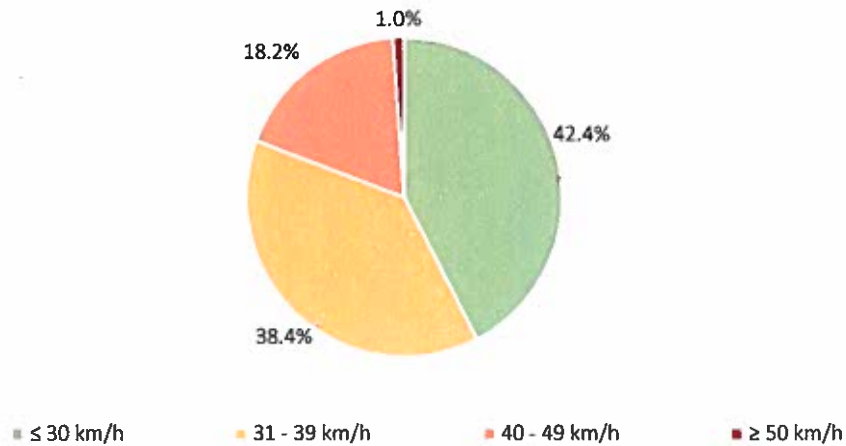
APPENDIX

A

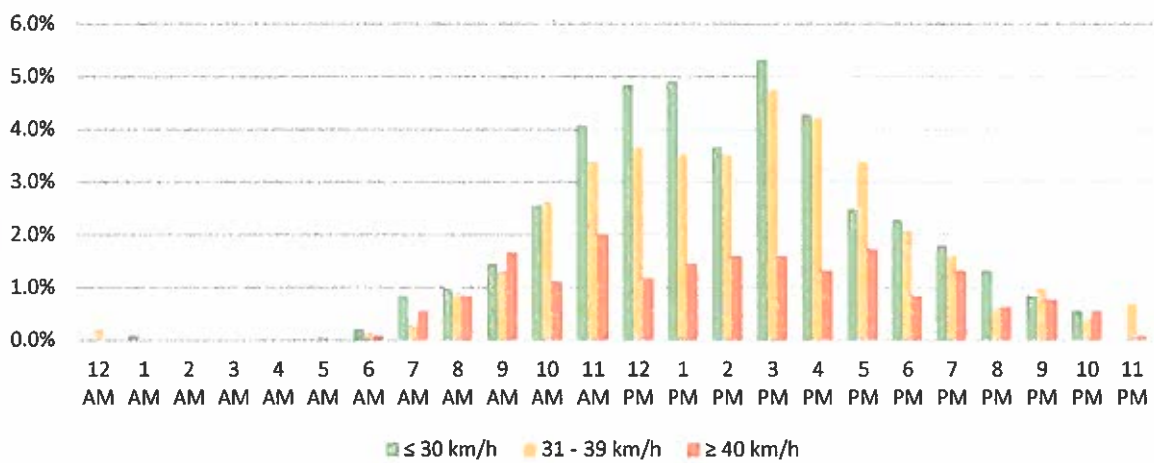
SPEED STUDY DATA SUMMARY

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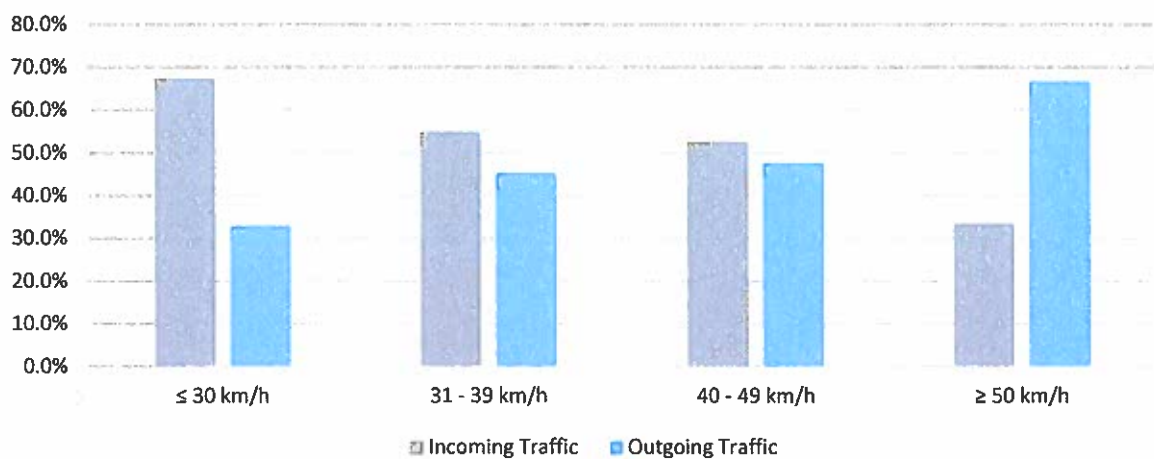
SPRUCE DRIVE



Spruce Drive



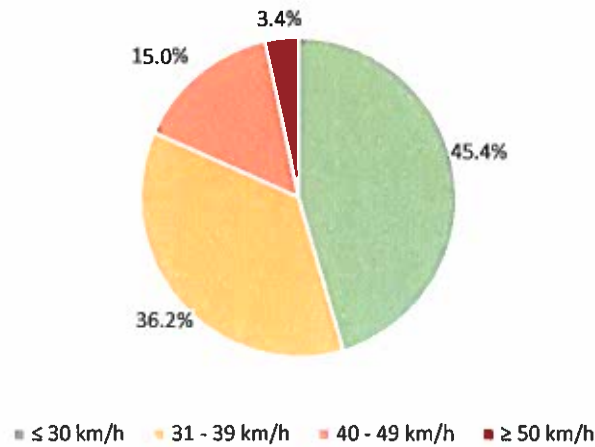
Spruce Drive



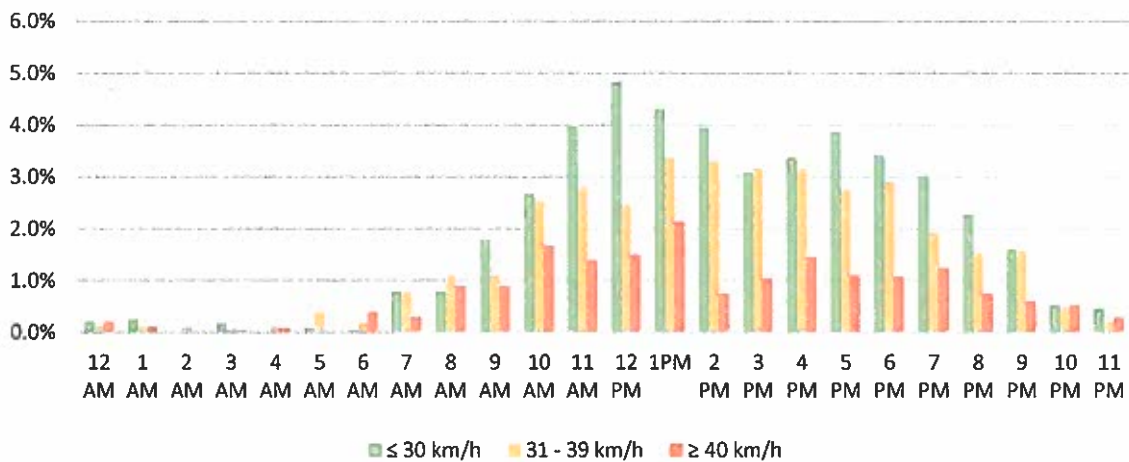
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Lakeshore Drive South

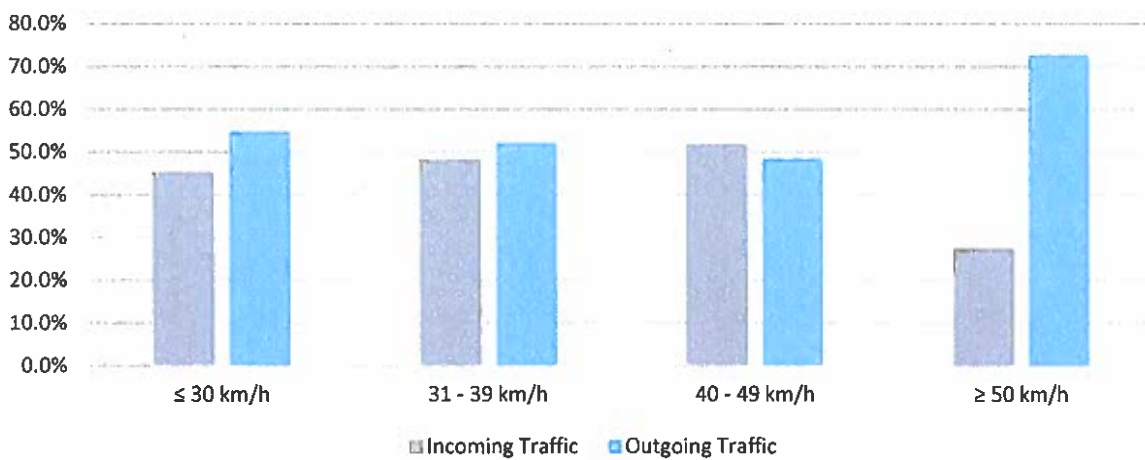
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Lakeshore Drive South



Lakeshore Drive South



APPENDIX

B

PROPOSED IMPROVEMENTS

Summer Village of Island Lake

Spruce Drive Proposed Improvements

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(Portable) Painted Directional Dividing and Edge Roadway Lines
(Est. 1500 meters)
Typical: 3.0 meter lanes with variable shoulder widths

Chevron Alignment Signs (WC-9)
(2 units assumed)
Clearing as required to facilitate placement, new posts

Consider line paint on Irene Ave. as well if paved

Radar Activated LED Speed Display Sign
(1 unit assumed)
Exact location to be confirmed

Shared Use Lane Single File Sign (WC-20)
(1 unit assumed)
New post, 30 meters past existing speed limit sign

Google Earth

Imagery © 2021 CHES / Airbus

© 2021 Google

300 m

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Summer Village of Island Lake

Lakeshore Drive (south) Proposed Improvements

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(Portable) Radar Activated LED Speed Display Sign
(2 units assumed)
Exact locations to be confirmed

Vegetation Clearing
(Est. 600 square meters)
Subject to landowner negotiations / consent

Removable Rubber Speed Humps
(2 units assumed)
Exact locations to be confirmed,
additional signage required

Painted Directional Dividing and Edge Roadway Lines
(Est. 1750 meters)
Typical: 3.0 meter lanes with variable shoulder widths

Shared Use Lane Single File Sign (WC-20)
(1 unit assumed)
New post, 30 meter past existing speed limit sign

Confirm if speed limit sign exists here. If not, install new

Google Earth

Image © 2021 CHEST Airbus

© 2021 Google

Image © 2021 France Topographical

400 m

APPENDIX

C

CURVE REALIGNMENTS



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COST ESTIMATE

DESCRIPTION OF WORK
Realignment and Other Work

ESTIMATE TYPE
"A"

PROJECT #: 201-08815-00
PROJECT : Lakeshore Drive South Realignment
CLIENT : Summer Village of Island Lake
FROM : 0+000
TO : 0+247

CEB CODE #	BID ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	AVERAGE UNIT PRICE	AVERAGE COST	PROJECTED UNIT PRICE	PROJECTED COST
X100	Mobilization	lump sum	10%	-	\$13,223.73	-	\$19,730.00
G101	Clearing and Mulching	hectare	0.1	\$8,925.89	\$892.59	\$10,000.00	\$1,000.00
Q554	Cold Milling Asphalt Pavement	square metre	1,800.0	\$2.45	\$4,410.00	\$5.00	\$9,000.00
G225	Common Excavation	cubic metre	2,000.0	\$5.47	\$10,940.00	\$10.00	\$20,000.00
G220	Channel Excavation	cubic metre	40.0	\$13.22	\$528.80	\$20.00	\$800.00
D105	Culverts - Remove and Dispose (C.S.P.) (over 700 mm dia.)	metre	25.0	\$127.91	\$3,197.75	\$150.00	\$3,750.00
D430	Culverts - Supply and Install (900 mm dia. C.S.P.)	metre	25.0	\$663.33	\$16,583.25	\$650.00	\$16,250.00
E435	Erosion Control Barrier (Silt Fence)	metre	50.0	\$16.29	\$814.50	\$20.00	\$1,000.00
E456	Geotextile for Stabilization - Supply and Install	square metre	250.0	\$4.14	\$1,035.00	\$5.00	\$1,250.00
B180	Preparing Subgrade Surface (First Layer)	square metre	1,800	\$1.63	\$2,934.00	\$2.00	\$3,600.00
B282	Granular Base Course	tonne	1,500.0	\$21.86	\$32,790.00	\$25.00	\$37,500.00
Q992	Asphalt Concrete Pavement - EPS Mix Type M1 (PG 46-34)	tonne	800.0	\$69.17	\$55,336.00	\$120.00	\$96,000.00
G300	Topsoil Placement	square metre	3,200.0	\$0.65	\$2,080.00	\$2.00	\$6,400.00
E608	Broad-Cast Seeding	hectare	0.3	\$1,407.09	\$422.13	\$1,500.00	\$450.00
S351	Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines)	kilometre	0.3	\$910.91	\$273.27	\$1,000.00	\$300.00
TOTALS					\$145,461.02		\$217,030.00

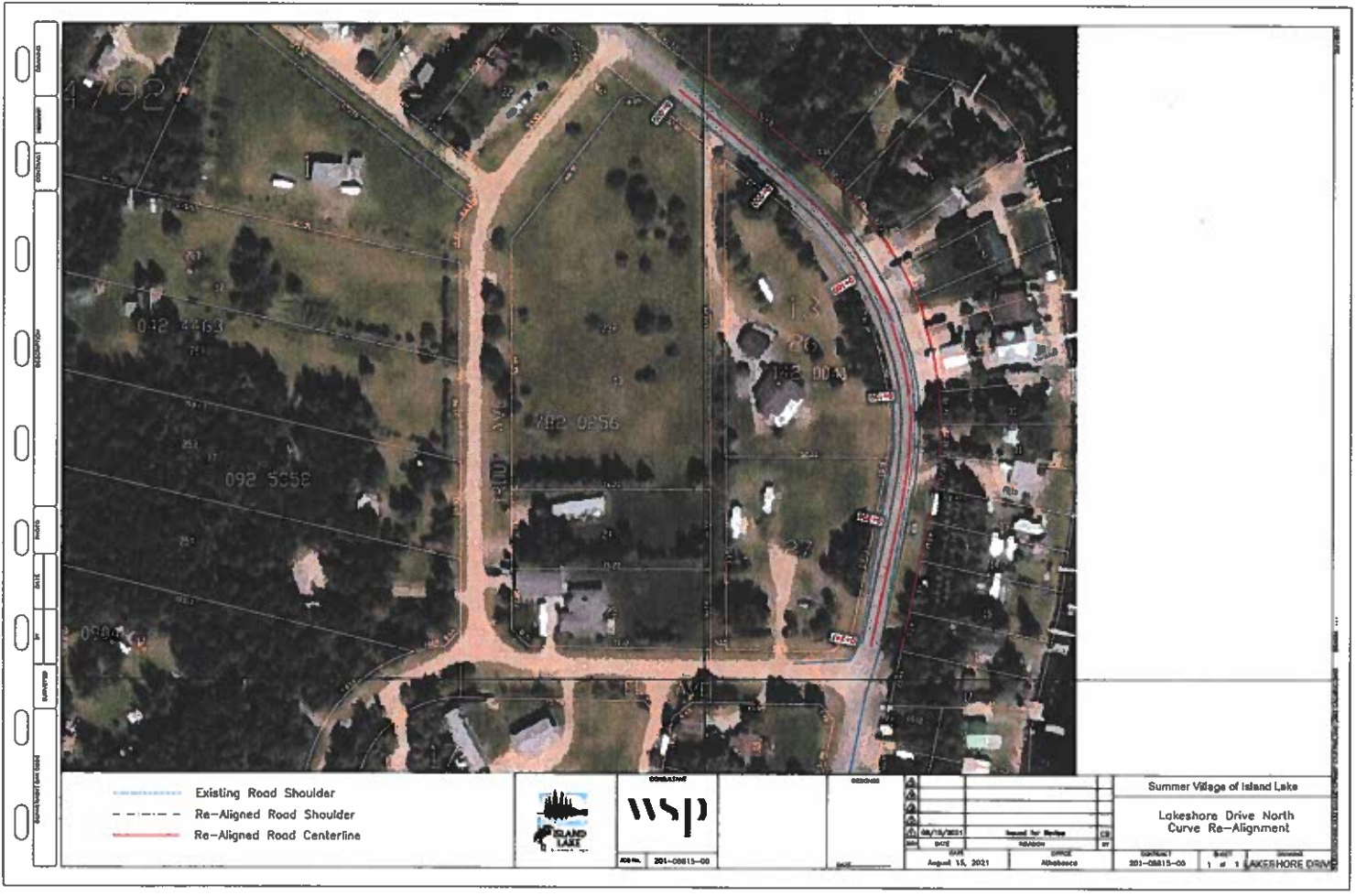
	2021 AVERAGE COST	"A" ESTIMATE PROJECTED COST
Total Estimated Expenditure	\$145,461.02	\$217,030.00
Total Estimated Contract Cost	\$146,000	\$218,000
Contingencies @ 25%	\$36,365.25	\$54,257.50
Total Estimated Contract Cost + Contingency	\$182,365.25	\$272,257.50
Engineering Cost @ 15%	\$21,819	\$32,555
Total Estimated Cost (Rounded To Nearest 100 Dollars)	\$204,200	\$304,800

Prepared By : A. Anderson
Revised By :
Checked By : J. Gillies

Date: 16-Aug-21
Date:
Date: 31-Aug-21

NOTES: Assumes existing road embankment is suitable for new embankment construction (i.e- no waste / replacement required).

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COST ESTIMATE

DESCRIPTION OF WORK
Realignment and Other Work

ESTIMATE TYPE
"A"

PROJECT #: 201-08815-00
PROJECT : Spruce Drive Realignment
CLIENT : Summer Village of Island Lake
FROM : 0+000
TO : 0+280

CEB CODE #	BID ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	AVERAGE UNIT PRICE	AVERAGE COST	PROJECTED UNIT PRICE	PROJECTED COST
X100	Mobilization	lump sum	10%	-	\$12,846.06	-	\$18,833.00
G101	Clearing and Mulching	hectare	0.2	\$8,925.89	\$1,785.18	\$10,000.00	\$2,000.00
Q554	Cold Milling Asphalt Pavement	square metre	2,000.0	\$2.45	\$4,900.00	\$5.00	\$10,000.00
G225	Common Excavation	cubic metre	1,700.0	\$5.47	\$9,299.00	\$10.00	\$17,000.00
G220	Channel Excavation	cubic metre	40.0	\$13.22	\$528.80	\$20.00	\$800.00
D105	Culverts - Remove and Dispose (C.S.P.) (over 700 mm dia.)	metre	25.0	\$127.91	\$3,197.75	\$150.00	\$3,750.00
D430	Culverts - Supply and Install (900 mm dia. C.S.P.)	metre	25.0	\$663.33	\$16,583.25	\$650.00	\$16,250.00
E435	Erosion Control Barrier (Silt Fence)	metre	50.0	\$16.29	\$814.50	\$20.00	\$1,000.00
E456	Geotextile for Stabilization - Supply and Install	square metre	100.0	\$4.14	\$414.00	\$5.00	\$500.00
B180	Preparing Subgrade Surface (First Layer)	square metre	2,000	\$1.63	\$3,260.00	\$2.00	\$4,000.00
B282	Granular Base Course	tonne	1,600.0	\$21.86	\$34,976.00	\$25.00	\$40,000.00
Q992	Asphalt Concrete Pavement - EPS Mix Type M1 (PG 46-34)	tonne	700.0	\$69.17	\$48,419.00	\$120.00	\$84,000.00
G300	Topsoil Placement	square metre	3,200.0	\$0.65	\$2,080.00	\$2.00	\$6,400.00
E608	Broad-Cast Seeding	hectare	0.3	\$1,407.09	\$422.13	\$1,500.00	\$450.00
S351	Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines)	kilometre	0.3	\$910.91	\$273.27	\$1,000.00	\$300.00
S275	Removal and Reinstallation or Disposal of Existing Signs - One Post	sign	6.0	\$124.59	\$747.54	\$150.00	\$900.00
S273	Supply of Signs, Aluminum - Reflective Sheeting for Specialized Applications	square metre	0.9	\$193.69	\$174.32	\$200.00	\$180.00
S288	Install Sign - Less than 1 m2	sign	2.0	\$61.19	\$122.38	\$100.00	\$200.00
S770	Supply and Install Post (100 mm x 100 mm)	post	3.0	\$154.51	\$463.53	\$200.00	\$600.00
			TOTALS		\$141,306.71		\$207,163.00

	2021 AVERAGE COST	"A" ESTIMATE PROJECTED COST
Total Estimated Expenditure	\$141,306.71	\$207,163.00
Total Estimated Contract Cost	\$142,000	\$208,000
Contingencies @ 25%	\$35,326.68	\$51,790.75
Total Estimated Contract Cost + Contingency	\$177,326.68	\$259,790.75
Engineering Cost @ 15%	\$21,196	\$20,716
Utilities	\$50,000	\$50,000
Total Estimated Cost (Rounded To Nearest 100 Dollars)	\$248,500	\$330,500

Prepared By: A. Anderson
Revised By:
Checked By: J. Gillies

Date: 16-Aug-21
Date:
Date: 31-Aug-21

NOTES: Assumes existing road embankment is suitable for new embankment construction (i.e- no waste / replacement required).

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Summer Village of Island Lake

Lakeshore Drive (south) Proposed Improvements

Legend

(Portable) Radar Activated LED Speed Display Sign
(2 units assumed)
Exact locations to be confirmed

Vegetation Clearing
(Est. 600 square meters)
Subject to landowner negotiations / consent

Removable Rubber Speed Humps
(2 units assumed)
Exact locations to be confirmed,
additional signage required

Painted Directional Dividing and Edge Roadway Lines
(Est. 1750 meters)
Typical: 3.0 meter lanes with variable shoulder widths

Shared Use Lane Single File Sign (WC-20)
(1 unit assumed)
New post, 30 meter past existing speed limit sign

Confirm if speed limit sign exists here. If not, install new

Google Earth

Image © 2021 CIES / Airbus

© 2021 Google

Image © 2021 by Google

400 m

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Summer Village of Island Lake

Spruce Drive Proposed Improvements

Legend

(Portable) Painted Directional Dividing and Edge Roadway Lines
(Est. 1500 meters)
Typical: 3.0 meter lanes with variable shoulder widths

Chevron Alignment Signs (WC-9)
(2 units assumed)
Clearing as required to facilitate placement, new posts

Consider line paint on Irene Ave. as well if paved

Radar Activated LED Speed Display Sign
(1 unit assumed)
Exact location to be confirmed

Shared Use Lane Single File Sign (WC-20)
(1 unit assumed)
New post, 30 meters past existing speed limit sign

Google Earth

Image © 2021 CHES / Airbus

© 2021 Google

300 m

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MEMORANDUM OF AGREEMENT

This Agreement dated this 13 day of August, 2019

BETWEEN:

The Summer Village of Island Lake

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

(collectively the "Municipality")

-and-

Emily House/Milestone Municipal Services

("Coordinator")

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

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

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

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

1) DEFINITIONS AND SCHEDULES

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

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

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MEMORANDUM of AGREEMENT

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

Schedule A - Services

Schedule B – Annual Service Fees and Additional Fees

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MEMORANDUM of AGREEMENT

2) TERM

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

3) MUNICIPALITY RESPONSIBILITIES

Pre-Conditions to Receiving Service

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

MEMORANDUM of AGREEMENT

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

Payment of Service Fees

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

Legal Fees

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

Recording Fees

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

MEMORANDUM of AGREEMENT

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

Annual Information Provision

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

Clerk and Administrative Support for the Board

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

MEMORANDUM of AGREEMENT

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

Filing of Appeals to the SDAB

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

4) COORDINATOR RESPONSIBILITIES

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

MEMORANDUM of AGREEMENT

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

5) ALL PARTIES' RESPONSIBILITIES

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

MEMORANDUM of AGREEMENT

6) PRIVACY

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

7) DISPUTE RESOLUTION

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

MEMORANDUM of AGREEMENT

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

8) RELEASE AND HOLD HARMLESS

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

8.2 The provisions set forth in Section 8.1 will survive the expiration of the Term or the termination of this Agreement.

9) INSURANCE

9.1 Throughout the Term, the Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability Insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as an additional insured.

9.2 Throughout the Term, the Coordinator shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability insurance policy of not less than \$2,000,000 per occurrence.

MEMORANDUM of AGREEMENT

10) FORCE MAJEURE

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

11) NOTICES

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

- 11.2 Notices shall be sent to the following addresses:

To the Municipality at:

The Summer Village of Island Lake
PO Box 8
Alberta Beach, AB T0E 0A0
Phone: 780-967-0271
Email: svislandlake@wildwillowenterprises.com

To the Coordinator at:

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

MEMORANDUM of AGREEMENT

12) ENTIRE AGREEMENT

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

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

13) UNENFORCEABILITY

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

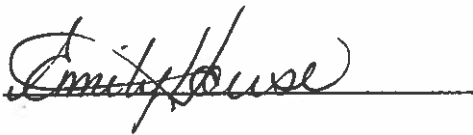
14) ASSIGNMENT

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

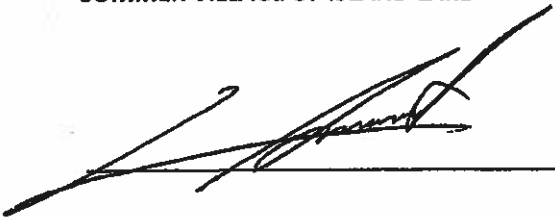
15) COUNTERPART AND ELECTRONIC SIGNATURES

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

EMILY HOUSE/MILESTONE MUNICIPAL SERVICES

A handwritten signature in cursive script, appearing to read "Emily House", is written over a horizontal line.

SUMMER VILLAGE OF ISLAND LAKE

A handwritten signature in cursive script is written over a horizontal line.

MEMORANDUM of AGREEMENT

SCHEDULE A – SERVICES

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

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

Services Included:

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

Exclusions to Services:

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

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

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

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

MEMORANDUM of AGREEMENT

- Distribution of decision to affected parties

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

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

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

D. Other Service Offerings

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

MEMORANDUM of AGREEMENT

SCHEDULE B – SERVICE FEES AND OTHER FEES

1. ANNUAL SERVICE FEE: \$300.00

2. ADDITIONAL FEES:

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

Up to 4 hours	Over 4 Hours and up to 8 Hours
\$170	\$340
- f. Meals and Accommodations: will be charged to the Municipality on a cost recovery basis with a maximum amount set by the Chief Administrative Officer of the Municipality in consultation with the Coordinator.
- g. Travel: will be charge to the Municipality at a rate of \$0.55/km.
- h. Office/Print Supplies: will be charged to the Municipality on a cost recovery basis.
- i. Legal Services: will be charged to the Municipality on a cost recovery basis.
- j. Audio, Digital Recording and Transcript Services: will be charged to the Municipality on a cost recovery basis.
- k. Venue booking fees, rates and charges will be charged to the Municipality on a cost recovery basis.

**RE: FW: Island Lake - FW: Notice of Appeal to SV of Island Lake (Soetaert)
[PL File: 27494-001]**

"emily@milestonemunicipalservices.ca" [emily@milestonemunicipalservices.ca]

Sent: 9/27/2021 9:23 AM

To: "svislandlake@wildwillowenterprises.com" <svislandlake@wildwillowenterprises.com>

Hi Diane.

October 19th is too late to meet the deadlines. I will go with the three that have been appointed and hopefully there is no issues.

The list of trained Board Members is as follows:

- Jason Shewchuk
- Rainbow Williams
- John Roznicki
- Denis Meier
- Jamie Kralej
- John McIvor
- Gerald Stark
- Chris Zaplotinsky

Thanks, Diane.

-Emily
*Emily House
Chief Administrative Officer
Village of Spring Lake
Summer Village's of Betula Beach, Kapasiwin and Lakeview*

Phone: 780.914.0997

This message, including attachments, is intended for the recipient to whom it is addressed, and may contain confidential, personal, and or privileged information. Please contact the sender immediately if you are not the intended recipient, dissemination of this communication is prohibited. Any communication received in error, or subsequent reply, should be deleted or destroyed.

From: svislandlake@wildwillowenterprises.com <svislandlake@wildwillowenterprises.com>
Sent: September 27, 2021 9:58 AM
To: emily@milestonemunicipalservices.ca
Subject: RE: FW: Island Lake - FW: Notice of Appeal to SV of Island Lake (Soetaert) [PL File: 27494-001]

Hi Emily, yes those are the only ones appointed. If you could give us a list of all the members, we will appoint all next Council meeting but that is not until Oct. 19th. Don't know how that conflicts with your dates. My apologies, this should be done every organizational, however for some reason it was not.

Diane Wannamaker
Summer Village of Island Lake
Administration

From: emily@milestonemunicipalservices.ca <emily@milestonemunicipalservices.ca>
Sent: September 23, 2021 3:53 PM
To: svislandlake@wildwillowenterprises.com
Cc: cao@onoway.ca
Subject: RE: FW: Island Lake - FW: Notice of Appeal to SV of Island Lake (Soetaert) [PL File: 27494-001]

Hi Diane.

Are those the only Board Members approved? Jamie, Jason and Denis are the members that sat on the last SDAB Hearing in the Spring but were there other Board Members approved previously? I am hesitant on using the same Board Members for this Hearing as the last one since it is the same appellant.

Thanks Diane.

-Emily

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Summer Village of Bondiss
 Summer Village of South Baptiste
 Summer Village of Mewatha
 Summer Village of Whispering Hills
 Summer Village of Sunset Beach
 Summer Village of Island Lake South
 Summer Village of Island Lake
 Summer Village of West Baptiste
 Village of Boyle
 Athabasca County
 Total

Properties	Percentage by Property	Annual Cost	Average Monthly Time Commitment
200	1.35%	\$2,443.71	2.3
86	0.58%	\$1,050.79	1.0
211	1.43%	\$2,578.11	2.5
210	1.42%	\$2,565.89	2.5
133	0.90%	\$1,625.07	1.6
88	0.60%	\$1,075.23	1.0
347	2.35%	\$4,239.83	4.1
119	0.80%	\$1,454.01	1.4
559	3.78%	\$6,830.16	6.6
12836	86.79%	\$156,837.19	150.4
14789	100.00%	\$180,700.00	173.3

Assessment Value	Percentage by Assessment Value	Annual Cost	Average Monthly Time Commitment
\$59,104,900.00	3.99%	\$7,212.33	6.9
\$20,174,940.00	1.36%	\$2,461.87	2.4
\$54,339,660.00	3.67%	\$6,630.85	6.4
\$43,727,510.00	2.95%	\$5,335.89	5.1
\$32,250,470.00	2.18%	\$3,935.39	3.8
\$25,474,910.00	1.72%	\$3,108.60	3.0
\$105,093,360.00	7.10%	\$12,824.12	12.3
\$36,086,840.00	2.44%	\$4,403.53	4.2
\$63,796,126.00	4.31%	\$7,784.78	7.5
\$1,040,783,820.00	70.28%	\$127,002.64	121.8
\$1,480,832,536.00	100.00%	\$180,700.00	173.3

Percentage	Annual Cost	Average Monthly Time Commitment
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
5%	\$9,035.00	8.7
10%	\$18,070.00	17.3
50%	\$90,350.00	86.7
100%	\$180,700.00	173.3

Expenses
 Salary & Benefits \$136,500.00
 Vehicle Rent \$24,000.00
 Communications \$7,500.00
 Supplies/PD \$12,700.00
 General \$20,000.00
 Total Expenses \$200,700.00

Fines \$20,000.00
 Total Revenues \$20,000.00

Net Annual Cost \$180,700.00

Hours per year 2080



MUNICIPAL POLICY HANDBOOK

CODE NUMBER: 1056

CATEGORY: Management & Organizational Functions

ROLE OF THE COMMUNITY PEACE OFFICER

The Community Peace Officer will report to the County Manager. Duties and responsibilities shall be as follows:

A. General

To respond to and investigate all complaints requiring the Community Peace Officer and resolve same.

To ensure enforcement of special Provincial Statutes and all County By-Laws as well as act as an information source for the general public and increase public awareness through strong community relations programs.

B. Duties

1. To provide effective Patrol coverage, enforcement and investigation of complaints received from general public by:
 - Providing efficient Patrol coverage to all areas of County.
 - Enforcing of specific Provincial Statutes and all County By-Laws.
 - Investigating and reporting all complaints received from the general public and rendering assistance as required.
 - Attending emergency situations and providing aid as required.
 - Attending County fires as required and providing reports for the County Manager.
 - Coordinate activities with neighboring municipalities when so authorized.
2. To issue permits as requested by the general public by:
 - Issuing fire permits as requested and inspect sites as required.
 - Issuing overweight and over-width permits when required.
 - Providing information assistance to operators and general office staff in the technical aspects of overloads and over-width vehicles.

Effective

Policy Date: 94/04/19

Reference: P# 10762, 02/07/25

Revision: # 10-233

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MUNICIPAL POLICY MANUAL

Code Number: 1056

Category: Management &
Organizational Functions

Page: 2

Role Description of Community Peace Officer (Cont'd)

3. To provide security for both the County and its residents by:
 - Providing security patrols for specific private properties when requested by General Public.
 - Providing security on all County buildings.
 - Providing regular patrols in County Industrial Areas.
4. To carry out related Court duties and activities by:
 - Attending Court and give evidence when required.
 - Executing all warrants carrying out Court direction.
 - Performing summons and subpoena service as directed by Court officers.
5. Provide general public with information and make program presentations by:
 - Acting as an information source on all Patrol matters for the general public.
 - Attending rural schools on a regular basis and make planned presentations.
 - Attending community meetings for program presentations as requested.
 - Maintaining a positive image through all contacts with the general public.
6. To attend training courses as required.
7. To care for and maintain all department equipment.

C. Other Duties

Other duties as assigned by County Manager.

Effective

Policy Date: 94/04/19

Reference: P# 10762, 02/07/25

Revision: 10-233

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Franchise Fee Estimating Tool is For Information Purposes Only

This tool is designed for the municipalities to estimate the monthly charges based on a sample fee.

Consumption 640 kWh
Billing Period 30 Days

Existing (Current) Typical Residential Customer Monthly Costs

Rate 11 (Effective Jan.1, 2021) Distribution Tariff Estimated Rate Filing) Based on Current 0% Franchise Fee

Delivery Service Charge

All kWh Delivered	\$0.067243	640 kWh	\$43.04
Basic Daily Charge	\$0.8271	30 Days	\$24.81
			<u>\$67.85</u>
Current Franchise Fee	0.00%		\$3.00
	GST 5.0%		<u>\$3.54</u>
			<u>\$74.39</u>

Current Annual Franchise Fee Costs: $\$3 \times 12 = \36

Proposed Residential Customer Monthly Costs

Rate 11 (Proposed January 2022 Estimated Distribution Tariff) Based on NEW 3% Franchise Fee

Delivery Service Charge

All kWh Delivered*	\$ 0.071260	640 kWh	\$45.61
Basic Daily Charge*	\$ 0.85296	30 Days	\$25.59
			<u>\$71.20</u>
Estimated Proposed Franchise Fee	3.00%		\$2.14
	GST 5.0%		<u>\$3.67</u>
			<u>\$77.00</u>

Proposed Annual Franchise Fee Cost: $\$2.14 \times 12 = \25.63

* Includes estimated Rate changes.

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Franchise Fee Estimating Tool is For Information Purposes Only

This tool is designed for the municipalities to estimate the monthly charges based on a sample fee.

Consumption 640 kWh
Billing Period 30 Days

Existing (Current) Typical Residential Customer Monthly Costs

Rate 11 (Effective Jan.1, 2021) Distribution Tariff Estimated Rate Filing) Based on Current 0% Franchise Fee

Delivery Service Charge

All kWh Delivered	\$0.067243	640 kWh	\$43.04
Basic Daily Charge	\$0.8271	30 Days	\$24.81
			<u>\$67.85</u>
Current Franchise Fee	0.00%		\$3.00
	GST	5.0%	<u>\$3.54</u>
			<u>\$74.39</u>

Current Annual Franchise Fee Costs: $\$3 \times 12 = \36

Proposed Residential Customer Monthly Costs

Rate 11 (Proposed January 2022 Estimated Distribution Tariff) Based on NEW 5% Franchise Fee

Delivery Service Charge

All kWh Delivered*	\$ 0.071260	640 kWh	\$45.61
Basic Daily Charge*	\$ 0.85296	30 Days	\$25.59
			<u>\$71.20</u>
Estimated Proposed Franchise Fee	5.00%		\$3.56
	GST	5.0%	<u>\$3.74</u>
			<u>\$78.49</u>

Proposed Annual Franchise Fee Cost: $\$3.56 \times 12 = \42.71

*** Includes estimated Rate changes.**

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	Distribution
11 - Residential Service	8.8%
21 - Farm Service	9.6%
26 - Irrigation Service	13.6%
31 - Street Lights	5.4%
33 - Street Lights	5.4%
38 - Yard Lighting Service	5.4%
41 - Small General Service	9.2%
41D - Small Gen. Service Flat Rate Only	9.2%
44 - Oil and Gas (Capacity) Service	8.0%
44D - Oil & Gas Capacity Flat Rate Only	8.0%
45 - Oil and Gas (Energy) Service	8.0%
61 - General Service	2.5%
63 - Large General Service	-15.9%
65 - Transmission Connected Service	9.3%
	Transmission
11 - Residential Service	-0.6%
21 - Farm Service	0.6%
26 - Irrigation Service	-0.8%
31 - Street Lights	-17.9%
33 - Street Lights	-17.9%
38 - Yard Lighting Service	-17.9%
41 - Small General Service	4.4%
41D - Small Gen. Service Flat Rate Only	4.4%
44 - Oil and Gas (Capacity) Service	3.5%
44D - Oil & Gas Capacity Flat Rate Only	3.5%
45 - Oil and Gas (Energy) Service	3.5%
61 - General Service	13.0%
63 - Large General Service	14.2%
65 - Transmission Connected Service	5.7%

Advertisement Template

FRANCHISE FEE INCREASE/DECREASE NOTICE

Please be advised that the (City) (Town) (Village) (Summer Village) of _____ is proposing to increase the local access fee, which is charged to FortisAlberta Inc. (FortisAlberta) for use of municipal lands for its power lines effective **January 1, 2022***.

The fee is recovered by FortisAlberta from its customers as the local municipal access fee on electric billings of all customers that receive electric service in the (City) (Town) (Village) (Summer Village). This local access fee will be increased/decreased from \$__ (__ %) to \$__ (__ %) ** of the delivery charge of FortisAlberta, excluding energy related riders. This calculation is based on 640 kWh consumption in 30 days.

Questions or concerns should be directed to _____ (Name), _____ (Position) at (____) _____ (Phone Number).

Thank you.

***Your advertisement must include the full date**

****Your advertisement must have the \$ amount and the % amount**

These numbers are calculated for you once you enter the proposed change in the Franchise Calculator on the first tab (yellow box); the second tab (Residential Bill Impact) automatically populates with the estimated Residential Bill Impact by dollar & percentage.

FortisAlberta Typical Residential Customer Monthly Costs				
Rate 11.17 (Effective Jan 1, 2020) Distribution Tariff (Estimated Rate Based on Current 2% Franchise Fee)				
Delivery Service Charge				
All kWh Delivered	\$0.02758	640 kWh		\$46.17
Basic Daily Charge	\$8.9167	30 Days		\$267.50
				<u>\$313.67</u>
Current Franchise Fee	2.00%			\$6.27
GST	5.0%			\$3.14
				<u>\$9.41</u>
Current Annual Franchise Fee Cost (\$9.41 * 12 = \$112.92)				

Proposed Residential Customer Monthly Costs				
Rate 11.17 (Proposed January 2021 Estimated Distribution Tariff Based on 2% Franchise Fee)				
Delivery Service Charge				
All kWh Delivered*	\$ 0.02758	640 kWh		\$46.17
Basic Daily Charge*	\$ 8.9167	30 Days		\$267.50
				<u>\$313.67</u>
Estimated Proposed Franchise Fee	2.00%			\$6.27
GST	5.0%			\$3.14
				<u>\$9.41</u>
Proposed Annual Franchise Fee Cost (\$9.41 * 12 = \$112.92)				
* Includes estimated rate change.				

Please email your 2021-2022 franchise decision by November 1st, 2021 to Kelsey Nixon.

Kelsey Nixon – Stakeholder Relations Advisor
780-464-8859
kelsey.nixon@fortisalberta.com

From:
Municipality:
Phone:
Email:

- ☐ **No Change**
- ☐ **Increase, From _____% to New Percentage: _____%**
- ☐ **Decrease, From _____% to New Percentage: _____%**

Please email Kelsey and include the following attachments if any changes are being made to the Franchise Fee:

- ☐ Clear copies of both advertisements (ran consecutively for two weeks).
- ☐ Publication dates for both advertisements.
- ☐ Name & location of newspaper.

<hr/>	
Signature	
<hr/>	<hr/>
Print Name	Title
<hr/>	<hr/>
Municipality	Date
<hr/>	<hr/>

MUNICIPAL FRANCHISE FEE RIDERS

Availability Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to each rate class.

Price Adjustment A percentage surcharge per the table below will be added to the total distribution tariff, (the sum of the transmission component and the distribution component), excluding any Riders calculated for every Point of Service within each municipality and will be billed to the applicable retailer.

FortisAlberta will pay to each municipality each month, in accordance with the franchise agreements between FortisAlberta and the municipalities, the franchise fee revenue collected from the retailers.

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01	02-0040	Bowden	15%	2017/01/01
01-0003	Airdrie	20%	2021/04/01	03-0041	Boyle	20%	2021/01/01
03-0005	Alix	8.50%	2019/01/01	03-0042	Breton	20%	2015/01/01
03-0004	Alberta Beach	8%	2021/01/01	01-0043	Brooks	14%	2021/01/01
03-0007	Amisk	0%	2014/01/01	02-0044	Bruderheim	0%	2013/07/01
02-0011	Athabasca	12%	2021/01/01	02-0047	Calmar	20%	2013/07/01
04-0009	Argentia Beach	0%	2017/01/01	01-0048	Camrose	14%	2021/04/01
03-0010	Arrowwood	12%	2015/07/01	02-0050	Canmore	12%	2021/01/01
02-0387	Banff	6%	2020/01/01	03-0054	Carmangay	15%	2021/01/01
07-0164	Banff Park	4%	2019/10/01	03-0055	Caroline	12%	2021/01/01
03-0363	Barnwell	5%	2013/07/01	02-0056	Carstairs	10%	2015/01/01
03-0013	Barons	5%	2015/04/01	03-0061	Champion	15%	2015/04/01
02-0014	Barrhead	12%	2016/04/01	03-0062	Chauvin	11%	2016/01/01
02-0016	Bashaw	2%	2021/01/01	01-0356	Chestermere	11.50%	2014/01/01
02-0017	Bassano	14.40%	2019/01/01	03-0064	Chipman	0%	2016/01/01
03-0018	Bawlf	6%	2016/01/01	02-0065	Claresholm	4%	2017/01/01
01-0019	Beaumont	17.25%	2020/01/01	03-0066	Clive	10%	2020/01/01
03-0022	Beiseker	3.50%	2019/01/01	03-0068	Clyde	15%	2017/01/01
02-0024	Bentley	10%	2019/01/01	02-0069	Coaldale	11%	2015/01/01
04-0026	Betula Beach	0%	2017/01/01	02-0360	Coalhurst	4%	2021/01/01
03-0029	Bittern Lake	7%	2016/01/01	02-0070	Cochrane	17%	2020/01/01
02-0030	Black Diamond	10%	2017/01/01	03-0076	Coutts	3%	2017/01/01
02-0031	Blackfalds	20%	2013/10/01	03-0077	Cowley	5%	2016/01/01
02-0034	Bon Accord	20%	2013/07/01	03-0078	Cremona	10%	2016/01/01
02-0039	Bow Island	8.50%	2018/01/01	02-0079	Crossfield	0%	2015/01/01

FortisAlberta's Customer and Retailer Terms and Conditions of Distribution Tariff Services provide for other charges, including an arrears charge of 1.5% per month.

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MUNICIPAL FRANCHISE FEE RIDERS

Effective: the first of the month following
Commission approval for consumption from
the first of the month following Commission
approval

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
09-0361	Crowsnest Pass	16%	2016/01/01	01-0194	Lacombe	17.00%	2021/01/01
04-0080	Crystal Springs	0%	2016/01/01	04-0196	Lakeview	2%	2016/01/01
03-0081	Czar	5%	2013/10/01	02-0197	Lamont	7.50%	2020/01/01
02-0082	Daysland	7%	2018/01/01	04-0378	Larkspur	3%	2020/04/01
02-0086	Devon	13%	2018/01/01	01-0200	Leduc	16%	2014/01/01
02-0088	Didsbury	17%	2016/01/01	02-0202	Legal	15%	2021/01/01
02-0091	Drayton Valley	10%	2016/01/01	03-0207	Lomond	15%	2017/01/01
03-0093	Duchess	15%	2018/01/01	03-0208	Longview	17%	2017/01/01
02-0095	Eckville	10%	2015/01/01	03-0209	Lougheed	5%	2016/01/01
03-0096	Edberg	13%	2021/01/01	02-0211	Magrath	10%	2021/01/01
03-0097	Edgerton	16%	2015/01/01	04-0210	Ma-Me-O Beach	0%	2016/01/01
02-0100	Edson	4.75%	2020/01/01	02-0215	Mayerthorpe	10%	2020/01/01
03-0109	Ferintosh	11%	2016/01/01	04-0359	Mewatha Beach	2%	2016/10/01
03-0112	Foremost	7%	2016/01/01	02-0218	Milk River	12%	2017/01/01
02-0115	Fort Macleod	15%	2018/10/01	02-0219	Millet	16%	2019/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01	03-0220	Milo	20%	2017/01/01
02-0124	Gibbons	10%	2013/01/01	02-0224	Morinville	20%	2013/07/01
03-0128	Glenwood	0%	2016/02/11	04-0230	Nakamun Park	0%	2013/10/01
04-0129	Golden Days	0%	2017/01/01	02-0232	Nanton	9%	2019/01/01
02-0135	Granum	5.50%	2013/07/01	02-0236	Nobleford	0%	2013/10/01
04-0134	Grandview	0%	2016/01/01	03-0233	New Norway	6%	2009/01/01
04-0138	Gull Lake	0%	2016/01/01	04-0237	Norglenwold	5%	2015/01/01
04-0358	Half Moon Bay	0%	2021/01/01	04-0385	Norris Beach	0%	2016/01/01
02-0143	Hardisty	9.50%	2021/01/01	02-0238	Okotoks	20%	2021/01/01
03-0144	Hay Lakes	9%	2021/01/01	02-0239	Olds	15%	2019/01/01
02-0148	High River	20%	2015/07/01	02-0240	Onoway	9.50%	2021/01/01
03-0149	Hill Spring	5%	2015/09/01	04-0374	Parkland Beach	0%	2015/01/01
02-0151	Hinton	12.70%	2019/01/01	02-0248	Penhold	19%	2014/01/01
03-0152	Holden	4%	2016/01/01	02-0249	Picture Butte	10%	2016/01/01
03-0153	Hughenden	5%	2016/01/01	02-0250	Pincher Creek	13%	2017/01/01
03-0154	Hussar	12.50%	2017/01/01	04-0253	Point Alison	0%	2017/01/23
02-0180	Innisfail	15%	2021/04/01	04-0256	Poplar Bay	0%	2016/01/01
03-0182	Irma	20%	2015/01/01	02-0257	Provost	20%	2015/01/01
02-0183	Irricana	0%	2013/10/01	02-0261	Raymond	12%	2016/01/01
04-0185	Island Lake	0%	2016/01/01	02-0265	Redwater	5%	2020/01/01
04-0186	Itaska Beach	0%	2017/10/01	02-0266	Rimbey	16%	2019/01/01
04-0379	Jarvis Bay	0%	2015/10/08	02-0268	Rocky Mtn House	12%	2017/01/01
04-0187	Kapasiwin	0%	2018/04/01	03-0270	Rockyford	5%	2015/04/01
02-0188	Killam	9%	2021/01/01	03-0272	Rosemary	14.50%	2020/01/01

MUNICIPAL FRANCHISE FEE RIDERS

Effective: the first of the month following Commission approval for consumption from the first of the month following Commission approval

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
04-0273	Ross Haven	0%	2016/01/01	02-0350	Whitecourt	3.32%	2021/01/01
03-0276	Ryley	3%	2016/01/01	04-0354	Yellowstone	3%	2016/01/01
04-0279	Seba Beach	4%	2014/01/01				
02-0280	Sedgewick	9%	2020/01/01				
04-0283	Silver Sands	3%	2018/01/01				
04-0369	South Baptiste	0%	2005/05/01				
04-0288	South View	3%	2019/01/01				
01-0291	Spruce Grove	20%	2016/01/01				
01-0292	St. Albert	10%	2021/01/01				
03-0295	Standard	0%	2015/01/01				
02-0297	Stavely	6%	2021/01/01				
03-0300	Stirling	12%	2019/01/01				
02-0301	Stony Plain	20%	2015/01/01				
09-0302	Strathcona County	0%	TBD				
02-0303	Strathmore	20%	2020/07/01				
03-0304	Strome	8%	2016/01/01				
02-0307	Sundre	10%	2020/01/01				
04-0386	Sunrise Beach	0%	2018/01/01				
04-0308	Sunset Point	10%	2017/01/01				
02-0310	Sylvan Lake	15%	2019/01/01				
02-0311	Taber	18%	2020/07/01				
02-0315	Thorsby	20%	2015/01/01				
02-0318	Tofield	5%	2015/01/01				
02-0321	Turner Valley	10%	2017/01/01				
04-0324	Val Quentin	0%	2016/01/01				
02-0326	Vauxhall	6%	2020/01/01				
02-0331	Viking	8%	2013/07/01				
02-0333	Vulcan	20%	2013/10/01				
03-0364	Wabamun	10%	2017/01/01				
02-0335	Wainwright	11%	2020/04/01				
07-0159	Waterton Park	8%	2018/10/01				
03-0338	Warburg	10%	2015/01/01				
03-0339	Warner	5%	2021/01/01				
04-0344	West Cove	0%	2018/01/01				
02-0345	Westlock	12.75%	2020/01/01				
01-0347	Wetaskiwin	13.80%	2020/01/01				
04-0371	Whispering Hills	5%	2016/10/01				

To: svislandlake@wildwillowenterprises.com

Subject: 17 Moose Ave Island Lake

Hi there , I am just writing in regards to my property taxes that I just paid today
I have to apologize for being late, but my dad passed away this week and it has been
traumatizing for all of us

I'm hoping that you can reverse any late fee penalties

I am usually on time with my bills but , just haven't been thinking straight

Thank you in advance

Sent from my iPhone

BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE, IN THE PROVINCE OF ALBERTA, TO IMPOSE PENALTIES ON UNPAID TAXES

WHEREAS, Section 344 and 345 of the Municipal Government Act, being Chapter M26, R.S.A. 2000, permits Council to pass a bylaw to impose a penalty on unpaid taxes, and

WHEREAS, the Council of the Summer Village of Island Lake, in the province of Alberta, deems it expedient to impose penalties on unpaid taxes, and

WHEREAS, the Taxes in the Summer Village of Island Lake are due and payable by September 30th, for the year in which the taxes are levied;

NOW THEREFORE, the Council of the Summer Village of Island Lake enacts as follows;

1. Where any taxes levied for the current year remain unpaid after September 30th, these outstanding taxes are subject to a penalty thereon in the amount of 6% on the first day of October, 6% on the first day of November, 6% on the first day of December.
2. For the purpose of section 1, a reference to "the outstanding taxes" shall be deemed not to include the amount of any penalties thereon.
3. Any taxes which are not paid on or before the 31st day of December of the current year, shall be deemed to be in arrears and shall be in each subsequent calendar year, subject to a penalty of 18% on the first day of January with respect to the amount of taxes so in arrears. This provision applies to any taxes which are levied but remain unpaid as of the 31st day of December, and to all taxes which may hereafter be deemed to be in arrears in accordance with section 345 of the Municipal Government Act.
4. THAT Bylaw No. 02-2020 is hereby repealed.
5. THAT this Bylaw shall come into force and have effect on the date of the third and final reading.

Read a first time on this 20th day of April, 2021.

Read a second time on this 20th day of April, 2021.

Unanimous Consent to proceed to third reading on this 20th day of April, 2021.

Municipal Government Act RSA 2000 Chapter M-26
Section 344 & 345

Read a third and final time on this 20th day of April, 2021.

Signed this 20th day of April, 2021.

Mayor, Chad Newton

Chief Administrative Officer, Wendy Wildman

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From: Nixon, Kelsey <kelsey.nixon@fortisalberta.com> on behalf of Stakeholder Relations Team <stakeholderrelations@fortisalberta.com>
Sent: September 30, 2021 3:49 PM
To: Athabasca; Athabasca County; Barrhead; Bon Accord; Boyle; Clyde; County of Barrhead; Dan Small (Lac La Biche County); Fort Saskatchewan; Gibbons; Island Lake; Larkspur; Legal; MD of Bonnyville; MD of Opportunity; MDLSR; Mike Richards (Sturgeon County); Monica Chan (St. Albert); Morinville; Redwater; RMWB; South Baptiste; St. Albert; Sturgeon County; Thorhild County; WEST BAPTISTE; Westlock; Westlock County
Cc: LHeureux, Dora; Hunka, Dave
Subject: Proposed FortisAlberta 2022 Distribution Rates Letter
Attachments: Proposed FortisAlberta 2022 Distribution Rates.pdf
Importance: High

Good afternoon,

Attached please find a copy of the Proposed FortisAlberta 2022 Distribution Rates letter.

Please feel free to contact your Stakeholder Relations Manager should you have any additional questions or require additional information.

Thank you,

Kelsey Nixon | Stakeholder Relations Advisor, Key Accounts

FortisAlberta | 100 Chippewa Road, Sherwood Park, T8A 4H4 | p: 780-464-8859 | c: 587-591-4716

**FORTIS
ALBERTA**



We are FortisAlberta. We deliver the electricity that empowers Albertans to succeed. We keep the power on, not just because it's our job, but because we care about the people we serve. We are reliable, honest and dedicated to our work because our employees, customers and communities matter to us.

September 30, 2021

RE: Proposed FortisAlberta 2022 Distribution Rates

As your electrical distribution provider, FortisAlberta appreciates serving you as a customer and we look forward to continuing our partnership. Within this letter, we will share our 2022 Proposed Distribution Rates, currently filed with the Alberta Utilities Commission (AUC). While these are not yet approved, we recognize that the information contained here may be helpful for Municipal, Industrial and Commercial customers for budget planning purposes. Under Performance Based Regulation (PBR), distribution rate setting follows a formulaic approach set by the AUC, which allows for inflationary increases or decreases in recovery of costs plus recovery of amounts associated with investment in the distribution system. These investments ensure continued safe and reliable provision of distribution services. In addition, all transmission increases, or decreases are flowed through by the Alberta Electric System Operator (AESO) to be collected through the Delivery Charges section of the customer bill. Both distribution (FortisAlberta) and transmission (transmission provider) costs will see an increase in 2022.

FortisAlberta customers in all rate classes benefited from a one-time refund in 2021 that lowered the overall average rate adjustment that customers would normally see. The proposed 2022 rate adjustments reflect annual rates with the removal of this one-time refund from 2021. The transmission costs are flowed through costs from AESO, and its tariff increases approved by the AUC.

Pending approval of our submission on September 10, 2021, from the AUC under proceeding 26817, following is a summary of the proposed 2022 rate changes, which would become effective January 1, 2022:

1. FortisAlberta has submitted proposed changes to our base Distribution Rates and the Transmission Rates.
2. FortisAlberta has proposed adjustments to the AUC for the Maximum Investment Levels.

Note: 2022 rates may also be impacted by other applications and fees outside of FortisAlberta's control, including transmission rider rates, the Balancing Pool Allocation Rider, the Base Transmission Adjustment Rider, and the Quarterly Transmission Adjustment Rider for Q1, and Municipal Franchise Fee Riders.

The attached Rate chart(s) illustrate the estimated percentage and monetary changes for each rate class based on estimated consumption and demands between your December 2021 and January 2022 bundled bill from your retailer.

We thank you for the opportunity to advise you of these pending updates. We'll be sending additional communications once our 2022 Rates are approved. In the meantime, please feel free to contact your Stakeholder Relations Manager should you have any questions or require further information.

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FortisAlberta
2022 Proposed Rates
Average Monthly Bill Impacts by Rate Class
Including Energy, Retail, and DT Rates & Riders

Rate	Rate Class Description	Consumption Usage	Demand Usage	Monthly/Seasonal Bill			
				Jan 2021 Bill	Jan 2022 Bill	\$ Difference	% Change
11	Residential	300 kWh		\$80.63	\$82.14	\$1.51	1.9%
		640 kWh		\$134.24	\$136.49	\$2.25	1.7%
		1200 kWh		\$222.52	\$226.00	\$3.48	1.6%
21	Farm (Breaker) (Closed)	900 kWh	5 kVA	\$116.93	\$115.72	\$-1.21	-1.0%
		1,400 kWh	10 kVA	\$344.19	\$349.85	\$5.66	1.6%
		7,500 kWh	25 kVA	\$1,351.99	\$1,442.83	\$90.84	6.7%
22	Farm (New)	700 kWh	10 kVA	\$253.17	\$272.51	\$19.34	7.6%
		3,000 kWh	20 kVA	\$695.00	\$728.50	\$33.50	4.8%
		15,000 kWh	60 kVA	\$2,827.58	\$2,907.18	\$79.60	2.8%
26	Irrigation (Seasonal Bill)	6,000 kWh	20 kW	\$1,809.17	\$1,922.25	\$113.08	6.3%
		14,518 kWh	33 kW	\$3,847.09	\$3,940.11	\$93.02	2.4%
		45,000 kWh	100 kW	\$11,525.02	\$11,790.35	\$265.33	2.3%
31	Streetlighting (Investment)	5,144 kWh	12,500 W	\$3,093.92	\$3,174.93	\$81.01	2.6%
33	Streetlighting (Non-Investment) (Closed)	7,900 kWh	12,000 W	\$1,715.48	\$1,674.68	\$-40.80	-2.4%
38	Yard Lighting	5,000 kWh	12,000 W	\$2,022.94	\$2,051.47	\$28.53	1.4%
<i>Rates 31, 33 and 38 is based on 100 HPS Lights in assorted fixture wattages.</i>							
41	Small General Service	1,083 kWh	5 kW	\$232.32	\$242.14	\$9.82	4.2%
		2,165 kWh	10 kW	\$439.76	\$447.33	\$7.57	1.7%
		10,825 kWh	50 kW	\$2,099.37	\$2,088.88	\$-10.49	-0.5%
44/45	Oil and Gas Service	2,590 kWh	7.5 kW	\$508.87	\$511.42	\$2.55	0.5%
		5,179 kWh	15 kW	\$981.77	\$993.36	\$11.59	1.2%
		25,895 kWh	75 kW	\$4,695.41	\$4,848.84	\$153.43	3.3%
61	General Service	32,137 kWh	100 kW	\$4,960.83	\$4,946.25	\$-14.58	-0.3%
		63,071 kWh	196 kW	\$9,366.82	\$9,527.60	\$160.78	1.7%
		482,055 kWh	1500 kW	\$69,151.73	\$72,581.69	\$3,429.96	5.0%
63	Large General Service	824,585 kWh	2500 kW	\$115,379.09	\$116,112.75	\$733.66	0.6%
		1,529,869 kWh	4638 kW	\$199,703.45	\$200,903.92	\$1,200.47	0.6%
		3,298,338 kWh	10,000 kW	\$421,524.91	\$423,896.14	\$2,371.23	0.6%
65	Transmission Connected Service	The Distribution component will increase from \$42.11/day to \$44.38978/per day. The Transmission Component is the applicable rate of the AESO.					

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CUSTOMER CONTRIBUTIONS SCHEDULES

Table 1
Maximum Investment Levels for Distribution Facilities
When the Investment Term is 15 years or more

Type of Service	Maximum Investment Level
Rate 11 Residential	\$2,677 per service
Rate 11 Residential Development	\$2,677 per service, less FortisAlberta's costs of metering and final connection
Rate 21 FortisAlberta Farm and Rate 23 Grain Drying	\$6,072 base investment, plus \$869 per kVA of Peak Demand
Rate 26 Irrigation	\$6,072 base investment, plus \$966 per kW of Peak Demand
Rate 38 Yard Lighting	\$864 per fixture
Rate 31 Street Lighting (Investment Option)	\$3,125 per fixture
Rate 41 Small General Service	\$6,072 base investment, plus \$966 per kW of Peak Demand
Rate 45 Oil and Gas Service	\$6,072 base investment, plus \$966 per kW of Peak Demand FortisAlberta invests as required per unmetered to metered service conversion program.
Rate 61 General Service (less than or equal to 2 MW)	\$6,072 base investment, plus \$966 per kW for the first 150 kW, plus \$121 for additional kW of Peak Demand
Rate 63 Large General Service (over 2 MW) (Distribution Connected)	\$109 per kW of Peak Demand, plus \$120 per metre of Customer Extension

Notes: Maximum investment levels are reduced if the expected Investment Term is less than 15 years, as specified in Table 2.

*Proposed 2022 Maximum Investment Levels as filed with AUC on September 10, 2021.

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Development Services

Summer Village of Island Lake

Box 2945, Stony Plain, AB., T7Z 1Y4

Phone (780) 718-5479 Fax (866) 363-3342 Email: pcm1@telusplanet.net

September 29, 2021

File: 21DP10-04

**Re: Development Permit Application No. 21DP10-04
Plan 102 5731, Block 5, Lot 4 : 9 Irene Avenue (the "Lands")
R2 – Residential – Large Lot District : Summer Village of Island Lake**

Preamble: This approval is being issued pursuant to Land Use Bylaw 08-2021, Section 8.1 (5) which states, "An accessory building may be constructed on a lot prior to the development of the principal building at the discretion of the Development Authority.", where the building is being located so as not to impede the development of the Lands in conformance to the Land Use Bylaw.

APPROVAL OF DEVELOPMENT PERMIT

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

CONSTRUCTION OF AN ACCESSORY BUILDING (35.7 SQ. M.)

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

- 1- All municipal taxes must be paid.
- 2- The applicant shall display for no less than twenty-one (21) days after the permit is issued, in a conspicuous place on the site or on streets abutting the site, the enclosed notice.
- 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 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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Development Services

Summer Village of Island Lake

Box 2945, Stony Plain, AB., T7Z 1Y4

Phone (780) 718-5479 Fax (866) 363-3342 Email: pcm1@telusplanet.net

- 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:**
- **Front Yard setback shall be a behind the frontline of the Principal Building upon the site; where the subject accessory building is being constructed prior to the Principal Building, care must be taken to locate the building in the three coordinates so as note to impede future development;**
 - **Side Yard setback shall comply with the requirements of the Alberta Building Code or be a minimum of 1.2 metres whichever is greater;**
 - **Rear Yard setback shall be a minimum of 1.0 metre; and**
 - **Maximum Height shall be 4.57 metres.**

Note: Please be reminded that where walls are located within 2.4 metres of the property line they shall be constructed as a fire separation of not less than 45 minutes. (Alberta Fire Code - Article 9.10.15.5).

- 8- The Accessory Building is for cold storage only and may not be utilized for the purposes of sleeping accommodations.
- 9- All improvements shall be completed within twelve (12) months of the effective date of the permit.
- 10- 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.
- 11- 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

Summer Village of Island Lake

Box 2945, Stony Plain, AB., T7Z 1Y4

Phone (780) 718-5479 Fax (866) 363-3342 Email: pcm1@telusplanet.net

Notes:

It is strongly recommended that the applicant(s):

- I. design and construct a building foundation drainage system adequate for the existing soil conditions.
- II. determine if there are any special considerations required for building foundation construction.
- III. provide positive grading to ensure drainage. A minimum gradient of two percent (and greater if possible) is recommended.

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

Date Application Deemed Complete **September 29, 2021**

Date of Decision **September 29, 2021**

Effective Date of Permit **October 28, 2021**

Signature of Development Officer

Tony Sonleitner

Development Officer for the Summer Village of Island Lake

cc Municipal Administrator, Summer Village of Island Lake
Municipal Assessment Services Group Inc. = Ray Crews

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 Island Lake
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 \$150.00.

Subject: 2020 Municipal Indicator Results

Dear Chief Administrative Officer,

Beginning in 2017, Alberta Municipal Affairs started reporting on a new performance measure, which identified the percentage of municipalities that were deemed to be "not at risk" based on financial and governance risk indicators. This performance measure was developed in consultation with stakeholders, and is used as a benchmark for measuring the ministry's efforts to ensure Albertans live in viable municipalities and communities with responsible, collaborative and accountable local governments.

Each of the thirteen indicators has a defined benchmark, and a municipality will be deemed "not at risk" as long as it does not trigger a critical indicator or three or more non-critical indicators. Municipal Affairs will publish the 2020 Municipal Indicator Results report for municipalities that are deemed "at risk" on the open government portal in early 2022 (<https://open.alberta.ca/publications/municipal-indicator-results>).

The municipal indicator results from 2016 to 2020 for all municipalities are available on the online Municipal Indicator Dashboard on the Municipal Indicators webpage (www.alberta.ca/municipal-indicators.aspx).

The ministry has compiled and verified the data collected from Alberta's municipalities for the 2020 financial year and is pleased to inform you that your municipality did not trigger the required number of indicators to appear in this year's Municipal Indicator Results report.

If you would like to discuss your results or the potential future release of these results on the Municipal Affairs website, please contact the Municipal Services Division at toll-free 310-0000, then 780-427-2225, or via email at lgsmail@gov.ab.ca.

Yours truly,

Gary Sandberg
Assistant Deputy Minister

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October 12, 2021

Mayor Chad Newton and Council
S.V. of Island Lake
Po Box 8
Alberta Beach, AB T0E 0A0

Dear Mayor Newton and Council,

Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF

As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the S.V. of Island Lake and Apex Utilities Inc., this correspondence serves to fulfill the Company's obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Summer Village with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2021. Failing notification, the current franchise fee percentage of **0.00%** will remain unchanged.

	2020 Actuals	2022 Estimates
Delivery Revenues (Rate 1, 11, 2 & 12)	\$236,613.13	\$255,542.18
Delivery Revenues (Rate 3 & 13)	\$0.00	\$0.00
Total Delivery Revenues	\$236,613.13	\$255,542.18
2020 Actual Franchise	\$0.00	
2022 Estimated Franchise Fee		\$0.00

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

Apex Utilities Inc.

Irv Richelhoff
Supervisor Business Development

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VENDOR		VENDOR ID	DATE ISSUED
SUMMER VILLAGE OF ISLAND LAKE		0070000405	07-Oct-2021
DEPOSITED AT BANK:		DEPOSIT NO	DATE
BRANCH:	ACCOUNT:	2001646309	07-Oct-2021
		AMOUNT	\$538.00
		TOTAL	\$538.00

DEPOSIT NO: 2001646309		DEPOSIT DATE: 07-Oct-2021		
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL
1901935209	FCSS OCTOBER PAYMENT	095261113FCS1021	\$538.00	
	Total Payment From CASS For Inquiries Call 825 468 4314			\$538.00
		DEPOSIT TOTAL		

JCA6929813 ED

02776

SUMMER VILLAGE OF ISLAND LAKE
PO BOX 8
ALBERTA BEACH, AB
T0E 0A0



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