

**SUMMER VILLAGE OF ISLAND LAKE  
AGENDA**

**Saturday, November 21<sup>st</sup>, 2020 at 11:30 a.m.**

**Westlock Inn and Via teleconference**

**As per bylaw 02-2016 there will be no audio/video recordings of Council or Council  
Committee Meetings**

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1. Call to order
2. Agenda                      a)    Saturday, November 21<sup>st</sup>, 2020 Regular Council Meeting
3. Minutes:                      a)    October 20<sup>th</sup>, 2020 Regular Council Meeting Minutes
4. Appointments:              a)
5. Bylaws:                      Bylaw #05-2020 Revision of Bylaw 02-2016, Procedure & Committee Bylaw to establish the procedure and conduct of meetings of Council and Council Committees.  
pages 1-25  
The noted Bylaw #05-2020 has been revised by our legal counsel in response to the clarification of meeting submission time lines by the public and in accordance with the input from Council. As legal was reviewing the Bylaw, other changes were made to tighten up smooth meeting administration and conduct. The changes are outlined in the letter from Patriot Law attached. *(give 1<sup>st</sup> reading, 2<sup>nd</sup> reading, unanimous consent to consider 3<sup>rd</sup> reading, 3<sup>rd</sup> and final reading as is or as amended; or defer for further considerations or some other direction as given by Council)*
6. Business:                      a)    Administration has reached out to Jamie Giberson, Manager of the Aspen Regional Water Services Commission, who has taken our request to attend the next regular meeting of the Commission to the meeting scheduled December 1<sup>st</sup>, 2020 at the Municipal Office in the Village of Boyle. The Board has approved the request, however there may be a limit of how many can attend due to COVID limitations. There are 11 members that usually attend so we would be restricted to 4 at maximum. This may change to a Zoom meeting if stricter regulations are enforced prior to meeting date. *(authorize for the attendance of either in person or virtual participation in a meeting with the Aspen Regional Water Services Commission scheduled for December 1<sup>st</sup>, 2020, or some other direction as given by Council at meeting time)*  
pages 26-29

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pages  
30-31

- b) Brownlee LLP Virtual Conference – this annual conference will be available for attendance on either February 11<sup>th</sup>, 2021 or February 18<sup>th</sup>, 2021. This conference will center on the latest trends to keep building strong communities and adapt to challenging times. The webinar will be held via zoom with no cost. *(authorize participation of Council and Administration.)*

pages  
32-33

- c) Peter Mickelsen previously forwarded an email to Administration (sent to Council) with regard to RCMP search and rescue Patrol Boat for the Summer Village. Along with the SV of Island Lake, Mr. Mickelsen is presently requesting input from the County and the Town, Village of Boyle and SV's of Sunset Beach, Whispering Hills, West Baptiste, South Baptiste, Island Lake South, Bondiss and Mewatha Beach. It appears that Mr. Mickelsen is wishing to proceed in the direction of a "Reconnaissance Patrol Trial" next year, for information gathering re: the present boating activities for the bodies of water in the areas. At this time, there is no mention of funding for this initiative, however it is assumed that there will be some cost by participating municipalities, should they decide to proceed. *(Council direction required).*

pages  
34-35

- d) Proposed Approach & Culverts Standards Policy – further to previous discussions, attached is a draft policy for Councils' consideration. *(approve policy as is or with amendments, or some other direction as given by Council at meeting time)*

pages  
36-37

- e) Proposed Donations & Sponsorship Policy – attached is a draft policy for Council's consideration. *(approve as is or with amendments, or some other direction as given by Council at meeting time)*

pages  
38-52

- f) Muniware Software Support Agreement and Software License Agreement – This is the software program that runs our Taxes and Accounting. This is a one year agreement with no increase in cost for 2021. The cost will remain at \$1,352.91 for the year. *(Approve, agreement and authorize execution of*

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*both Muniware Software Support Agreement and  
Software License agreements.)*

- g) Culvert Replacement – as requested by Councillor Montague
- h) 2021 Interim Operating Budget – each year Council must pass an Interim Operating Budget until such time as the current year Operating and Capital Budgets are approved. As best practice is to do this at the last meeting of the previous year, this item is here for approval. *(that a 2021 Interim Operating Budget be approved at ½ of the 2020 Operating Budget and that this 2021 Interim Operating Budget cease to have any effect once the 2021 Operating and Capital Budget is approved)*

7. Financial

*pages  
53-55*

- a) Income & Expense Statement – as of October 30<sup>th</sup>, 2020

8. Councillors' Reports

- a) Mayor Newton
- b) Deputy Mayor Binder
  - MDP/LUB committee update
  - IDP committee update
- c) Councillor Montague

9. Administration Reports

*pages 56-58*

- a) Development Officer Report
- b)

10. Information and Correspondence

*pages  
59-60*

- a) DP 20DP21-04 – Completion of the construction of a single detached dwelling (188.6 sq. m), utilization of existing, or installation of, a water supply (cistern) and septic system (existing holding tank), 153 Lakeshore Drive South
- b) DP 20DP22-04 – “As built” construction of three (3) Recreational Vehicle parking Pads, installation of septic system and cistern, utilization upon the site of three recreational vehicles for the purposes of occupation and storage, 213 Lakeshore Drive

*pages  
61-62*

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- Pages 63-65 c) DP DP1903-04 – Time extension to July 31, 2021 for the construction of a detached dwelling c/w open porch, utilization of existing, or installation of a water supply (cistern) and septic system (holding tank), 31 Tranquille Drive
- Pages 66-67 d) DP DP2023-04 – as building construction of one recreational vehicle parking pad, 2 accessory buildings, deck and installation of a septic system and utilization upon site of 1 RV for the purposes of occupation and storage, 2 Antelope Ave.
- Page 68 d) Letter from Municipal Affairs regarding sustainability of current levels of Infrastructure and Operating spending.
- Pages 69-70 e) Government of Alberta – Statement of Direct Deposit of \$538.00 on October 6<sup>th</sup>, 2020 for Oct. FCSS funds & Statement of Direct Deposit of \$538.00 on Oct. 27/20 for Nov. payment
- Pages 71-76 f) Assessment Model Review (AMR) Communications – update
- Page 77 g) AltaGas Utilities Inc. has announced that it has changed it's name to Apex Utilities Inc. (AIU). Customers will receive official notification beginning Jan. 2021.

11. Closed Meeting –

12. Adjournment

Next Meeting:

Regular Council meetings:

**SUMMER VILLAGE OF ISLAND LAKE  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, OCTOBER 20<sup>TH</sup>, 2020  
AT THE WESTLOCK INN & CONFERENCE CENTRE & IN PERSON AND VIA  
TELECONFERENCE**

Council: Mayor Chad Newton  
Deputy Mayor Duncan Binder  
Councillor Jim Montague

Administration: Chief Administrative Officer, Wendy Wildman  
Administrative Assistant, Diane Wannamaker

Appointments: a) 4:45 p.m. – in person, John Wasmuth, SVIL Action Group,;  
Development Officer, Past, Present and Future  
b) Tracy Brown – costs incurred in Wasmuth SDAB Appeal

Public at Large: 3 in person / 2 via teleconference

1.	<b>CALL TO ORDER</b>	Mayor Newton called the meeting to order at 4:42 p.m.
2.	<b>AGENDA</b> 20-158	<b>MOVED</b> by Mayor Newton that the October 20 <sup>th</sup> , 2020 Agenda be approved as presented.  <b>CARRIED</b>
3.	<b>MINUTES</b> 20-159	<b>MOVED</b> by Deputy Mayor Binder that the minutes of the regular Council meeting held on September 15 <sup>th</sup> , 2020 be approved as presented.  <b>CARRIED</b>
	20-160	<b>MOVED</b> by Councillor Montague that the minutes of the Organizational Meeting Minutes held on September 15 <sup>th</sup> , 2020 be approved as presented.  <b>CARRIED</b>
4.	<b>APPOINTMENTS</b>	4:45 p.m. – (in person) John Wasmuth  4:50 p.m. – (in person) Tracy Brown
	20-161	<b>MOVED</b> by Deputy Mayor Binder that the presentations by John Wasmuth and Tracy Brown be accepted for information.  <b>CARRIED</b>

**SUMMER VILLAGE OF ISLAND LAKE**  
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**TELECONFERENCE**

5.	<b>BYLAWS</b> 20-162	<p><b>MOVED</b> by Mayor Newton that Administration prepare a new Bylaw replacing Bylaw 02-2016 being a Bylaw to establish the procedure and conduct of meetings of Council and Council Committees Summer Village of Island Lake and bring back to our next Council meeting.</p> <p style="text-align: right;"><b>CARRIED</b></p>
6.	<b>BUSINESS</b> 20-163  20-164  20-165	<p><b>MOVED</b> by Deputy Mayor Binder that the Summer Village of Island Lake support the proposed 2021 Budget of the Northern Lights Library System with the 2021 levy remaining at \$10.46 per capita.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Deputy Mayor Binder that the 2020 Annual Information Meeting be set for Saturday, November 21<sup>st</sup>, or November 28<sup>th</sup> at 10:00 a.m., depending on availability of speakers, via Zoom.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Mayor Newton that Council approve refunding development fees as follows:</p> <p>DP#2015-04 gravel Parking Pad to Allow for the Placement, Use and Storage of A Recreational Vehicle and Free Standing Deck Structure - \$500</p> <p>DP#2014-04, "as built" installation of a septic system, construction of two recreational vehicle parking pads, two accessory buildings, and a deck, utilization upon the site of two recreational vehicles for the purposes of occupation and storage - \$500</p> <p>DP#2016-04, "as built" construction of a deck and an RV Parking Pad, utilization and storage - \$500</p> <p style="text-align: right;"><b>CARRIED</b></p>



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20-166	<p><b>MOVED</b> by Mayor Newton that Council approve support of a full application to the Forest Resource Improvement Association of Alberta for the Summer Village of Island Lake Non-Commercial Vegetation Management program, and further that Wildfire Specialist, Herman Stegehuis, be authorized to submit the proposal on behalf of the Summer Village with costs charged back to the project.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>Tracy Brown and John Wasmuth left the meeting at 5:30 p.m.</p>
20-167	<p><b>MOVED</b> by Deputy Mayor Binder that Council and Administration be authorized to attend the Brownlee LLP Virtual Conference on either February 11<sup>th</sup>, 2021 or February 18<sup>th</sup>, 2021.</p> <p style="text-align: right;"><b>CARRIED</b></p>
20-168	<p><b>MOVED</b> by Councillor Montague that Council approve the Municipal Operating Support Transfer Agreement and authorize execution of the Memorandum of Agreement, in the amount of \$28,087.</p> <p style="text-align: right;"><b>CARRIED</b></p>
20-169	<p><b>MOVED</b> by Councillor Monague that the Development Officer follow up on the Demolition Permit issued to #232 Lakeshore Drive within the parameters of the Permit and additionally with whatever means to enforce compliance.</p> <p style="text-align: right;"><b>CARRIED</b></p>
20-170	<p><b>MOVED</b> by Mayor Newton that Council support a donation of \$200.00 to the Athabasca and Area Prevention of Relationship Abuse Committee, "Walk a Mile in Her Shoes" Campaign.</p> <p style="text-align: right;"><b>CARRIED</b></p>
20-171	<p><b>MOVED</b> by Mayor Newton that Administration draft a Donation Policy and bring back to Council for review.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>7.</b>	
<b>FINANCIAL REPORT</b> 20-172	<p><b>MOVED</b> by Councillor Montague that Council accept for information the Income &amp; Expense Statement as of September 30<sup>th</sup>, 2020 as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>

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8.	<b>COUNCIL REPORTS</b> 20-173  20-174	<p><b>MOVED</b> by Deputy Mayor Binder that the Council reports be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Montague that Administration contact the landowners of 79 Tranquille Drive to set up a meeting time for Councillor Montague to discuss options for beaver removal, as existing dams are causing flooding issues in this area.</p> <p style="text-align: right;"><b>CARRIED</b></p>
9.	<b>ADMINISTRATION REPORT</b> 20-175	<p><b>MOVED</b> by Deputy Mayor Binder that the Administration report be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
10.	<b>INFORMATION AND CORRESPONDENCE</b> 20-176	<p><b>MOVED</b> by Mayor Newton that the following correspondence be accepted as information:</p> <ul style="list-style-type: none"> <li>a) DP 20DP14-04 – “as built” installation of septic system (holding tank), construction of two (2) Recreational Vehicle Parking Pads, two (2) accessory buildings, and a deck, utilization up the site of a two (2) recreational vehicles for the purposes of occupation and storage at @58 Lakeshore Drive South</li> <li>b) DP 20DP17-04 – demolition of an existing dwelling, construction of a single detached dwelling (77.92 sq. m), installation of a water supply (cistern) and septic system (existing holding tank) @13 Lakeshore Drive South</li> <li>c) DP 20DP18-04 – “as built” construction of two (2) recreational vehicle parking pads, utilization upon the site of two (2) recreational vehicles for the purposes of occupation and storage @79 Spruce Drive</li> </ul>



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		<p>d) DP 20DP13-04 – “as built” construction of a recreational vehicle parking pad and deck, utilization upon the site of a recreational vehicle for the purposes of occupation and storage @ 99 Lakeshore Drive South.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>11.</b>	<b>CLOSED MEETING</b>	
	20-177	<p><b>MOVED</b> by Mayor Newton that pursuant to section 197(2) of the Municipal Government Act, Council go into a closed meeting session at 6:22 p.m. to discuss the following item:</p> <p>- Evaluation – FOIPP Act Section 47</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>The meeting recessed from 6:22 p.m. to 6:24 p.m. to allow the public to exit the meeting.</p> <p>The following individuals were present at the Closed Meeting:</p> <p>Chad Newton  Duncan Binder  Jim Montague  Wendy Wildman  Diane Wannamaker</p>
	20-178	<p><b>MOVED</b> by Deputy Mayor Binder that Council return to an open meeting at 6:53 p.m.</p> <p style="text-align: right;"><b>CARRIED.</b></p> <p>The meeting recessed from 6:53 to 6:55 p.m.</p>
<b>12.</b>	<b>ADJOURNMENT</b>	<p>The meeting adjourned at 6:55 p.m.</p>

SUMMER VILLAGE OF ISLAND LAKE  
REGULAR COUNCIL MEETING MINUTES  
TUESDAY, OCTOBER 20<sup>TH</sup>, 2020  
AT THE WESTLOCK INN & CONFERENCE CENTRE & IN PERSON AND VIA  
TELECONFERENCE

Next meetings:

November

November 17<sup>th</sup>, 2020 4:30 p.m. Virtual

Annual Information Meeting – November 21<sup>st</sup> or 28<sup>th</sup>, 2020 10:00 a.m. Virtual

\_\_\_\_\_  
Mayor, Chad Newton

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

UNAPPROVED

# PATRIOT LAW

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Onaway, Alberta T0E 1V0  
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Edward Gallagher, CD, B.A., LL.B.\*  
Michelle Gallagher, CD, B.S.N., M.A., M.B.A., LL.B.

File No. 18-0409

16 October 2020

**BY EMAIL**

Summer Village of Island Lake  
Box 8  
Alberta Beach, AB T0E 0A0

Attention: Wendy Wildman, CAO

Dear Wendy:

**Re: Review of Bylaw 02-2016 (Procedural Bylaw)**

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Further to email exchange on this matter, we have now completed our review of the Summer Village's Procedural Bylaw.

As we discussed, this task arose initially when it was identified that the existing Bylaw did not provide an adequate amount of lead time for applications by delegations wishing to be heard by Council. However, as we reviewed the Bylaw in more detail it became apparent to us that there were a variety of other areas that should be tightened up to ensure smooth meeting administration and conduct, both for Council meetings, and for meeting of Council Committees.

The updated proposed Bylaw is attached in both Word and PDF versions for your review.

By way of summary, here is what has been modified from the current version that you provided to us:

- Various definitions were added or updated to improve clarity.
- Generally, the content has been reorganized and consolidated to ensure appropriate flow and easy accessibility to the content.
- All references throughout the document to "Chair", "Chairman", and "Presiding Officer" have been replaced with "Chair", which is also a defined term.
- Meeting procedures unique to Council Meetings and Council committee meetings (for example, motions not required to be seconded) are emphasized.
- On the other hand, most references to technical meeting procedures that would normally be governed by the standard Roberts Rules of Order have been removed.
- Selective, but incomplete, references to procedural steps required by the MGA have mostly been removed. The danger in having incomplete references is that they may

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\* Denotes Professional Corporation

give the impression that compliance with the Procedural Bylaw is enough when the MGA may require more.

- The sections relating to participation by Delegations has been significantly expanded to allow appropriate and meaningful participation, but also appropriate notice requirements and measures to prevent inappropriate repetition of submissions.
- All the appendices have been removed. Some contained material that was either out of date or may easily become out of date if the MGA is further amended. The Code of Conduct appendix is unnecessary because there is already a separate Bylaw dealing with this. The appendices regarding public hearings and closed sessions were in the nature of "aide memoires" or checklists, which are a good idea but should not appear in Bylaws.

Please let me know if you have any questions or concerns.

Yours truly,

**PATRIOT LAW**

Per:



Michelle Gallagher  
Barrister and Solicitor

Email: [michelle@patriotlaw.com](mailto:michelle@patriotlaw.com)

Enclosures

# **SUMMER VILLAGE OF ISLAND LAKE**

## **PROCEDURE AND COMMITTEE BYLAW**

### **Bylaw No. 02-2016**

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) "Delegation" means any person that has permission of Council to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee.
  - b) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of Island Lake.
  - c) "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;
  - d) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
  - e) "FOIP" means the Freedom of Information and Protection of Privacy Act of Alberta.
  - f) "In-Camera" means a part of the meeting closed to the public at which no resolution or Bylaw may be passed, except a resolution to revert to a meeting held in public.
  - g) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
  - h) "Member" means a Councillor or person at large appointed by Council



- to a committee of Council.
- i) "Meetings" means meetings of Council and Council committees.
  - j) "Municipality" means the Municipality of 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;

### **Application**

- 3. This bylaw applies to all members attending meetings of Council and committees established by Council of the Municipality;

### **Severability**

- 4. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid;

### **General**

- 5. The General Duties of Council shall adhere to the duties and responsibilities contained within Section 153 of the MGA as set out in Appendix A.
- 6. The General Duties of the Chief Elected Official shall adhere to the duties and responsibilities contained within Section 154 of the MGA as set out in Appendix B.
- 7. No Member of Council shall direct or interfere with the performance of any work for the Municipality, and shall seek all information through the office of the Chief Administrative Officer or their designate unless appointed and approved by Council.
- 8. Members of Council shall subscribe to the Code of Conduct for Members of Council as set out in Appendix C.
- 9. A breach of the Section of the Bylaw by any Member of Council may place the Member of Council in the position of censure by Council.
- 10. Public Hearings, when required or requested by Council, will be held prior to second reading. Public Hearing shall be conducted in accordance with the procedures set out in Appendix D.

### **Meetings**

- 11. The regular meetings and times of Council shall be established by resolution of Council at its annual organizational meeting.
- 12. Special meetings of Council shall be established as required by Council according to the provisions of the Municipal Government Act and the

public shall be given notice.

13. Council by resolution may establish other Council meeting dates.
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 provisions of the Municipal Government Act.
15. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
16. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
17. 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 call the meeting to order.
18. 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;
19. Recordings: Council or Council committee meetings may not be filmed or recorded.
20. Other Recordings: Any other person may not use a mechanical or electronic recording device at a public Council or Council Committee Meeting or a Public Hearing. All such devices must be removed from the meeting room.
21. Recording Devices: No concealed electronic recording devices, including cellular telephones, are permitted at any meetings.

### **Conduct of Meetings**

22. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
23. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
24. A resolution does not require a seconder.
25. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
26. The following resolutions 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
  - h) to table the matter
27. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
28. Where an issue has been brought before Council, the same issue cannot be tabled more than three times.
29. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.
30. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
31. The Mayor or presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
32. In all cases not provided for in the proceedings of the Council, a two-thirds majority of Council shall determine to uphold the ruling of the presiding officer or not as the case may be.
33. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
- a) a motion to refer the main question to some other person or group for consideration
  - b) a motion to amend the main question
  - c) a motion to table the main question
  - d) a motion to postpone the main question to some future time
  - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
34. After any question is finally put by the Mayor or other presiding officer 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 Mayor or the presiding officer as to whether the question has been finally put shall be conclusive.

35. Any member of the Council can call for a recorded vote, 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.
36. 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 presiding officer.
37. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. 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;
38. A formal motion will be made to go "in camera", identifying Division 2 Parts 16 to 29 (Exceptions to Disclosure) of the Freedom of Information and Privacy Act. Confidential items can include items under Division 2 Parts 16 to 29 of the Freedom of Information and Privacy Act and as identified within the Municipal Government Act under Section 197, as confidential items of discussion between Council, Administration and invited persons. No minutes, notes, or recordings of the discussions will take place and any printed reports provided to Council will be retrieved by the CAO as set out in set out in Appendix E.

#### **Delegations**

39. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of Council, or who wish to have any matter considered by Council shall address a letter or other written communication to the Council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, and delivered or mailed to the CAO. The letter must arrive at least at 1:00 pm on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.
40. Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
41. Delegations that have not submitted a letter in accordance with section 39 may be granted a brief opportunity to outline the matter they wish to present to Council and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 40 to present the matter outlined.
42. Members of the public who constitute the gallery in the Council Chambers

during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behavior of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.

43. Council shall hear all delegations that have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation;

#### **Rules of Order**

44. Any matter of meeting conduct which is not herein provided for shall be determined in accordance with "Roberts Rules of Order";

#### **Agenda and Order of Business**

45. 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 Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 1:00 pm on a business day at least five (5) days before the meeting.
46. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 pm two (2) days before the meeting.
47. Where the deadlines in section 45 and 46 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
48. 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 Hearing
  - f) Bylaws
  - g) Business
  - h) Financial
  - i) Council Reports
  - j) Administrative Reports
  - k) Correspondence
  - l) In-Camera
  - m) Adjournment
49. The order of business established in section 48 shall apply unless altered



by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.

50. Standing Committees of Council shall be established and governed by policy or bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw;

#### **Recording of the Minutes**

51. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
52. 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.
53. 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;

#### **Bylaws**

54. 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.
55. Every bylaw shall have three readings.
56. After a member has made the motion for the second reading of the bylaw Council may:
  - a) debate the substance of the bylaw;
  - b) and propose and consider amendments to the bylaw.
57. 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.
58. Unless the members present at a 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.
59. Where required by provincial statute, a bylaw shall be advertised or submitted to the electorate for voting as set out in the relevant statutes.

60. Bylaws shall not be repealed, amended or suspended, except so far as the terms thereof themselves permit, unless it is repealed, amended or suspended by:

- a) a Bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
- b) a Bylaw passed at a regular meeting of Council, pursuant to a notice in writing given and openly announced at the preceding meeting of the Council and setting out the terms of the substantial effect of the proposed Bylaw.

This Bylaw repeals all previous Council Procedural Bylaws and comes into full force and effect upon third and final reading.

Read a First time this 29th day of November, 2016.

Read a Second time this 29th day of November, 2016.

Unanimous Consent for Third Reading this 29th day of November, 2016.

Read a Third time and duly passed this 29th day of November, 2016.

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Chad Newton,  
Mayor

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Wendy Wildman,  
Chief Administrative Officer

SUMMER VILLAGE OF ISLAND LAKE  
APPENDIX A

Municipal Government Act Division 3  
Duties, Titles and Oaths of Councillors

General duties of Councillors

153 Councillors have the following duties:

- (a) to consider the welfare and interests of the municipality as a whole and to bring to Council's attention anything that would promote the welfare or interests of the municipality;
- (b) to participate generally in developing and evaluating the policies and programs of the municipality;
- (c) to participate in Council meetings and Council committee meetings and meetings of other bodies to which they are appointed by the Council;
- (d) to obtain information about the operation or administration of the municipality from the chief administrative officer or a person designated by the chief administrative officer;
- (e) to keep in confidence matters discussed in private at a Council or Council committee meeting until discussed at a meeting held in public;
- (f) to perform any other duty or function imposed on Councillors by this or any other enactment or by the Council.

1994 cM-26.1 s153

SUMMER VILLAGE OF ISLAND LAKE  
APPENDIX B

Municipal Government Act Division 3  
Duties, Titles and Oaths of Councillors

General duties of chief elected official  
154

- (1) A chief elected official, in addition to performing the duties of a Councillor, must:
  - (a) preside when in attendance at a Council meeting unless a bylaw provides that another Councillor or other person is to preside, and
  - (b) perform any other duty imposed on a chief elected official by this or any other enactment or bylaw.
- (2) The chief elected official is a member of all Council committees and all bodies to which Council has the right to appoint members under this Act, unless the Council provides otherwise.
- (3) Despite subsection (2), the chief elected official may be a member of a board, commission, subdivision authority or development authority established under Part 17 only if the chief elected official is appointed in the chief elected official's personal name.

1994 cM-26.1 s154;1995 c24 s21

## SUMMER VILLAGE OF ISLAND LAKE APPENDIX C

### Council Code of Conduct for Council

#### Purpose:

To articulate a Code of Conduct for members of Council, by which each member will conduct himself or herself.

#### Policy:

Council members commit to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as Council members. In support of this commitment, Council members adhere to a defined Code of Conduct, which each member shall affirm during Council's official inauguration following a general election.

#### Council Members' Code of Conduct:

Members of Council for the Summer Village of Island Lake hereby commit to the following Code of Conduct, including that each will:

1. COMMIT to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum when acting as a Council member;
2. REPRESENT, as a primary obligation superseding all other interests, the best interests of everyone in the Summer Village of Island Lake;
3. SERVE in a liaison role, but not necessarily as an advocate for a committee or board, when appointed as a member of committees or boards;
4. AVOID conflicts of interest, by refraining from self dealing or any conduct of private business or personal services between any Council member and the Village, except as provided by the Municipal Government Act;
5. NOT USE their positions to obtain employment with the Village for themselves, family members or close associates;
6. DISCLOSE their affiliations or interest with an organization that may affect their decision making on matters before Council regarding that organization;
7. NOT ATTEMPT TO EXERCISE individual authority over the corporation, including the Chief Administrative Officer (CAO) or any Summer Village staff or contractors who report directly or indirectly to the CAO.
8. RECOGNIZE, when interacting with the CAO, with Summer Village staff or with contractors, the lack of authority vested in individuals except when explicitly Council authorized;
9. RECOGNIZE, when interacting with the public, press or other entities, the same limitation and the inability of any Council member to speak for the Council except to repeat explicitly stated Council decisions or express personal opinions;
10. RECOGNIZE when seeking input from the community or a special interest group on any matter, they do not represent the Council as a whole. This should be clearly conveyed. In addition, the Council member will inform Council and the CAO.
11. DIRECT any comments on unsatisfactory staff or contractor performance to the CAO;
12. AVOID public comment on unsatisfactory staff or contractor performance;
13. RESPECT the confidentiality of issues that are determined by policy of Council to be confidential, including but not limited to matters of a deliberative nature.
14. REFRAIN from using electronic devices to communicate during Council meetings except to facilitate the meeting or to respond to family members or emergencies.
15. NOT ACCEPT gifts or other benefits when serving in the role of Council member, other than the nominal exchange of gifts (less than \$100 in value), normal exchange of hospitality, or tokens exchanged in accordance with protocol.



SUMMER VILLAGE OF ISLAND  
LAKE APPENDIX D  
Public Hearing Procedure

Policy Council may adopt a procedure for statutory public hearings.

Council shall abide by the underlying principles for statutory public hearings. The process will adhere as closely to the procedures outlined as possible although Council may adjust the process in order to accommodate a smooth flow of the proceedings provided that there is adherence to the underlying principles.

Council may follow this process for those non-statutory public hearings on issues that Council determines would benefit from public input.

Public Hearing Principles

These principles shall apply only to the process for bylaws or resolutions that require a public hearing or that Council determines would benefit from a public hearing, and not to other bylaws or resolutions.

1. Council shall hear any person, group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council.
2. Council, by majority vote, may decide to hear from any person other than those outlined in principle number 1.
3. The public hearing shall be held at a regular or special meeting of Council.
4. The public hearing shall be held before second reading of a bylaw or before Council votes on a resolution.
5. After the public hearing, Council may pass the bylaw or resolution, or make any amendments that it considers necessary.
6. If Council determines that the amendments to a bylaw or resolution that requires a statutory public hearing have changed the intent of the bylaw, Council shall re-advertise the public hearing, and commence with first reading of the bylaw again.

## **PUBLIC HEARING PROCEDURES**

### **Definitions**

1. "Chairman" refers to the Presiding Officer officiating the Public Hearing
2. "Secretary" refers to the CAO or his/her designate Introduction & Procedures

## **SUMMER VILLAGE OF ISLAND LAKE PUBLIC HEARING**

Date Time

Bylaw #

\*\*\*

## **INTRODUCTION & PROCEDURES**

- 1 (Chairman) "The following Public Hearing is held pursuant to the Municipal Government Act"
- 2 (Chairman) "The following rules of conduct will be followed during the Public Hearing:"  
Presentation should be brief and to the point  
The order of presentation shall be
  - o Entry of written submission
  - o Comments from the \*\*\*\* Dept
  - o Those supporting the Bylaw
  - o Those opposing the Bylaw
  - o Any other person deemed to be affected by the BylawThe Public Hearing purpose is "to receive comments from any interested parties on the proposed Bylaws"

"I hereby declare the Public Hearing relating to Bylaw \*\*\*\* open"

- 3 (Secretary) "The purpose of Bylaw \*\*\*\* is to amend \*\*\*.

First Reading was given to Bylaw \*\*\*\* on (insert date) •

Notice of this Public Hearing was advertised on the website, on the (insert various method of advertising) in the week of (insert date)

The following written comments have been received to (insert date)

- 4 (Chairman) "Are there any late written submissions relating to the Bylaw?"

(Note: If there are any, the secretary to read letter into record) "Comments from the \*\*\*\* Department"

"Is there anyone who supports the Bylaw and wishes to speak?" "Is there anyone who opposes the Bylaw and wishes to speak?"

"Is there anyone deemed to be affected by the Bylaw and wishes to speak?"

- 5 (Chairman) "Are there any further comments from the \*\*\*\* Dept."

- 6 (Chairman) "Do the Councilors have any further questions"

- 7 (Chairman) "If not, I hereby declare this Public Hearing relating to Bylaw \*\*\*\* be closed and will accept a motion to adjourn this Public Hearing.

## **APPENDIX E**

## IN CAMERA MEETING

### APPENDIX E

- Section 197(2) of the MGA authorizes a Council and its committees to close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure contained in Division 2 of Part 1 of the FOIP Act. One of the exceptions includes disclosures of personal information that would be an unreasonable invasion of a third party's personal privacy (section 17(1)).
- The information of an identifiable individual must be discussed in a closed meeting if the disclosure would be an unreasonable invasion of privacy to have the discussion with members of the public present.
- Any motion arising from those discussions must then be voted upon in public. Consistent with the principle of open government, a municipality should try to make public as much information as possible about the general nature of the matter considered without disclosing the personal information of the individual in question.
- On October 1, 1999, section 197(2) of the MGA was repealed, and replaced with the following, "Councils and Council committees may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act." ,
- Councils and their committees can make a motion to go in camera when the substance of their deliberations relate to the matters covered by the exceptions to disclosure in the FOIP Act, sections 16 to 29. For example, a discussion regarding the employment of an individual should be held in camera to protect the privacy of that individual.
- There is no requirement to take notes or minutes during in camera sessions. If notes have been prepared, they may be requested as part of a FOIP request. The municipality has the discretion to refuse to disclose these notes under section 23 of the FOIP Act, local public body confidences.
- The Council minutes should show that a motion was made to go in camera and then another to return to the open meeting so that section 23 may be applied.

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**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.

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 \_\_\_\_ day of \_\_\_\_\_.

Read a Second time this \_\_\_\_ day of \_\_\_\_\_.

Unanimous Consent for Third Reading this \_\_\_\_ day of \_\_\_\_\_.

Read a Third time and duly passed this \_\_\_\_ day of \_\_\_\_\_.

---

Chad Newton,  
Mayor

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Wendy Wildman,  
Chief Administrative Officer



[Print](#) | [Close Window](#)**Subject: RE: DISCUSSION ON WATER LINE TO VILLAGE****From: Jamie Giberson <jamie@arwsc.ca>****Date: Thu, Nov 12, 2020 11:14 am****To: "svislandlake@wildwillowenterprises.com" <svislandlake@wildwillowenterprises.com>**

Unfortunately, I cannot answer for certain. As you indicated below, things are changing day to day. For now we typically have 11 individuals at the meeting. So yes more than one person will still allow us to be below the 15 person threshold. We are prepared to go to a Zoom platform if required. We have held phone call meetings in the past as the phone technology is more reliable, particularly in rural Alberta.

We will keep in touch as things evolve.

Jamie Giberson  
Commission Manager  
Aspen Regional Water Services Commission  
5306 Woodheights Road  
Athabasca AB  
T9S 1V4  
780 675 3375

---

**From: svislandlake@wildwillowenterprises.com <svislandlake@wildwillowenterprises.com>****Sent: November-12-20 10:58 AM****To: Jamie Giberson <jamie@arwsc.ca>****Subject: RE: DISCUSSION ON WATER LINE TO VILLAGE**

Thanks so much Jamie, is it possible to have more than one delegate or is that all we are allowed? If the Province closes again, will this be a zoom meeting (apparently an update is forthcoming this afternoon)? 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  
Web: [www.islandlake.ca](http://www.islandlake.ca)  
Email: [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)**

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

**Subject: RE: DISCUSSION ON WATER LINE TO VILLAGE****From: Jamie Giberson <jamie@arwsc.ca>****Date: Thu, November 12, 2020 10:05 am****To: "svislandlake@wildwillowenterprises.com"****<svislandlake@wildwillowenterprises.com>****Cc: Alida <Alida@arwsc.ca>**

Yes, the Board did make a decision. As per the draft resolution below.

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**Resolution #20-075** *Motion by Director Edwards to extend an invitation for an Island lake delegate to attend the next ARWSC meeting and direct Administration to share previous feasibility reports with Island Lake administration.*

**Motion Carried  
Unanimously.**

As per our conversation earlier today, I will pass along two of the older feasibility reports in separate emails as I believe they are too large and may have prevented my earlier emails from successfully being sent. The next ARWSC Board of Directors meeting is scheduled for December 1, 2020 at the Village of Boyle Municipal Centre.

Jamie Giberson  
Commission Manager  
Aspen Regional Water Services Commission  
5306 Woodheights Road  
Athabasca AB  
T9S 1V4  
780 675 3375

---

**From:** [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)  
<[svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)>  
**Sent:** November-10-20 10:02 AM  
**To:** Jamie Giberson <[jamie@arwsc.ca](mailto:jamie@arwsc.ca)>  
**Subject:** RE: DISCUSSION ON WATER LINE TO VILLAGE

Good Morning Jamie, just a follow up to your email of October 30th. Did the Board make a decision to initiate an invitation to the next meeting scheduled for Dec. 1st? Look forward to your reply, have a great day.

**Diane Wannamaker,**  
**S.V. of Island Lake**  
**Administration**  
**Phone: 780-967-0271**  
**Fax: 780-967-0431**  
**Mailing: Box 8, Alberta Beach, AB T0E 0A0**  
**Web: [www.islandlake.ca](http://www.islandlake.ca)**  
**Email: [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)**

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

Subject: RE: DISCUSSION ON WATER LINE TO VILLAGE  
From: Jamie Giberson <[jamie@arwsc.ca](mailto:jamie@arwsc.ca)>  
Date: Fri, October 30, 2020 8:33 am  
To: "[svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)"  
<[svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)>  
Cc: Alida <[Alida@arwsc.ca](mailto:Alida@arwsc.ca)>

Good morning Diane,

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I will include the attached letter in the agenda package for our regular scheduled monthly Board of Directors meeting on Tuesday, November 3, 2020. I will recommend that the Board extends an invitation to the Summer Village of Island Lake to attend the next regular scheduled meeting, Tuesday December 1, 2020. I will also review our files with the Board and clarify what reports to pass along.

Thank you for your interest in the Aspen Regional Water Services Commission!

Enjoy your weekend,

Jamie Giberson  
Commission Manager  
Aspen Regional Water Services Commission  
5306 Woodheights Road  
Athabasca AB  
T9S 1V4  
780 675 3375

---

**From:** Aspen Regional Water Services Commission <[arwsc@arwsc.ca](mailto:arwsc@arwsc.ca)>  
**Sent:** October-29-20 1:54 PM  
**To:** Jamie Giberson <[jamie@arwsc.ca](mailto:jamie@arwsc.ca)>  
**Subject:** FW: DISCUSSION ON WATER LINE TO VILLAGE

*Alida Wambeck*

**Administrative Services Coordinator**  
**Aspen Regional Water Services Commission**  
**5306 Woodheights Road**  
**Athabasca, AB T9S 1V4**  
**Phone: 780-675-3375**

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---

**From:** [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)  
**Sent:** October-29-20 1:52 PM  
**To:** Aspen Regional Water Services Commission <[arwsc@arwsc.ca](mailto:arwsc@arwsc.ca)>  
**Subject:** DISCUSSION ON WATER LINE TO VILLAGE

Good Afternoon Jamie,

Please find attached letter with regard to initiating discussions on bringing a potable water line to the SV of Island Lake. Further to the discussion you had with CAO Wendy

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Wildman; this is a reminder that you were going to forward her the wastewater feasibility report that was completed 2 or 3 years back.

Thank very much.

**Diane Wannamaker,**

**S.V. of Island Lake**

**Administration**

**Phone: 780-967-0271**

**Fax: 780-967-0431**

**Mailing: Box 8, Alberta Beach, AB T0E 0A0**

**Web: [www.islandlake.ca](http://www.islandlake.ca)**

**Email: [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)**

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*Barristers & Solicitors*

# SAVE THE DATE



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February 11, 2021  
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**Date: Thursday, February 11, 2021**

Time: 8:30am – Noon and 1:00pm – 3:30pm

Location: Online

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**Emerging Trends in Municipal Law**

**Date:** Thursday, February 18, 2021

**Time:** 8:30am – Noon and 1:00pm – 3:30pm

**Location:** Online

→ **Register Here**

**Free Registration**

*Presentation topics and the agenda will be released closer to the date.*

We hope you can join us!

Brownlee LLP



**PRESCILLA THOMPSON | MARKETING ASSISTANT | BROWNLEE LLP**

**MARKETING**

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[Print](#) | [Close Window](#)**Subject:** RCMP Search and Rescue Patrol Boat**From:** Peter Mickelsen <mickeltek@outlook.com>**Date:** Thu, Nov 05, 2020 4:37 pm**To:** "svislandlake@wildwillowenterprises.com" <svislandlake@wildwillowenterprises.com>, chad newton**To:** <chad.newton@islandlake.ca>, duncan binder <duncan.binder@islandlake.ca>, Jim Montague <jmontague@mcsnet.ca>

Good afternoon to All. I am providing you with some supplemental information further to me e-mail from, October 23, 2020 prior to the Island Lake Council Meeting, November 21, 2020, at Westlock.

The main purpose for my previous e-mail to several local levels of Government, was to inform them of the fact that, presently the County of Athabasca's bodies of water, do not have any Federal Body providing any Preventative Boating Safety Patrols in place to Educate/Enforce Federal Boating Regulations.

After bringing this fact to their attention, I am hoping that each level of Government would see this as a Lack of Service for the areas.

I am hoping that the voices of reason within each group would want this important Service returned to the areas, to provide Boating Safety Patrols regularly, to possibly Change some the present Boating Behaviours.

With a clear message from each level of Government, a direction for a possible solution, to resolve this issue.

A Mission Statement could be then formulated on behalf of each level Government, could then be forwarded to the Federal Authority having Jurisdiction over the bodies of water for the entire areas.

A combined Mission Statement from the entire group asking for a review of the present lack of tools for the Authority have Jurisdiction, would clearly be identified.

The Authority having Jurisdiction should/would be able to provide the entire group with documentation/records regarding how they presently handle and historically provide services regarding Boating Safety Patrols. The Authority having Jurisdiction should be able to notify the entire group to suggestions of how they could possibly rectify the present lack of Boat Patrol Service for the areas.

One possible solution would be to receive firm confirmation from the Authority having Jurisdiction to begin with a Reconnaissance Patrol Trial next year, to gather information, regarding the present boating activities for the bodies of water, in the areas. After that is started, they could possibly have enough evidence to be asking for a permanent solution, for regular Boating Patrols, for the areas.

I am hoping that All levels of Government would support this return to Service Level, for the taxpayers that they represent. Policing is paid for by taxpayers and you would think that, taxpayers should be involved with some of the direction for Education/Enforcement for the areas that they represent. If the people affected by this present lack of service, feel that it is an important tool that needs to be returned to the areas, then the Federal Authority having Jurisdiction, should be providing the service.

I have been in contact with the local RCMP detachment and Fish and Wildlife regarding the boating issues at, Island Lake. They are aware that I would like to see changes to the present lack of Boating Patrols. I do believe that change will only come from the requests from local Government bodies. If the local Governments could get together as a collective group requesting a Service Change, it will be reviewed and possibly changed.

I have written previous e-mails/letters regarding the fact that our lake is presently being ruined, right in front of our eyes, by certain boating activities. Migratory birds are being harassed by constant noise and the shorelines are being washed away, removing nesting habitat. The speeds and wave actions by some boats on



our shallow lake are ruining the water quality of the lake, in turn, affecting fish habitat. Our children have grown up around the lake and have been asking, where have All the Ducks gone?

The boating activities are constantly causing unnecessary near miss dangerous situations, that are not good for the community. There is a total lack of regard, for boating safety, by some of the people that we share the lake with. I witnessed 3 near misses with wildlife on the lake this summer, involving deer, ducks and geese families. How many more are actually happening?

I'm not surprised at all by the boating behaviours, of some of the people using the lake. With No Sheriff in Town to Educate people regarding the Laws on the water, things have been progressively getting worse. This education process needs to start soon, and it will take years to alter the bad behaviours that seem to be taking over our lake. The Sheriff left Town a long time ago, but he didn't Tell anyone. Sometimes, people need reminders, that we All are sharing our Lakes together. We should All be thinking of Ways of being Good Stewards of our lakes.

The present boating situation on the lake, is going something like this. It's kind of like paying to go watch a Hockey Game and the Referees are sitting beside you, in the stands. They can't afford to buy any Skates and they left their Whistles at home. A funny thing to think about goes like this, People Don't miss the Things that they Don't See.

I do believe that having a return to service regarding Boating Patrol Safety by the Local Authorities having Jurisdiction, will be a good start in the process of changing behaviours regarding boating activities at our lake.

I hope this additional supplemental information helps you understand some my thoughts regarding this issue. If you have any further concerns or questions, please let us know. Thanks for your efforts and time  
Peter and Arlene Mickelsen



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# Summer Village of Island Lake

## Approach & Culverts Standards Policy

Number	Title			
C-ENV-APP-1	Approach & Culverts Standards Policy			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

### POLICY STATEMENT:

To establish a consistent policy for all approach and culvert installations in the Summer Village of as well as provide an application for all new approach & culvert installations. This will help to maintain sufficient area for snow storage and to allow for the proper drainage of rainwater and snow melt. Each residential driveway/approach is required to have a proper culvert installed to aid in the removal of water away from the property.

### SCOPE:

This policy specifies the minimum amount of ditch required to remain after a driveway or parking spot has been created, the minimum diameter of culverts, and the requirement for a development permit for modifications to be done on the ditch.

### GUIDELINES:

1. Finished road top must be 6.0 meters (20') in width and flared to the Summer Village road.
2. When culverts are required, they must be Corrugated Steel Pipe (C.S.P.) Culverts and be the following measurements:  
-Residential (supplied by the Summer Village) – 300mm (12") minimum, must be a minimum length of 6 meters (20'), with a minimum wall thickness of 1.6mm or as directed by the Development Officer
3. Culvert must be installed one (1) foot from property line on the road allowance and without any modifications to the ditch profile.
4. The approach must have a reasonable slope, not exceeding 5% for a distance of 15 meters (50') away from the Summer Village road into the parcel.
5. Approach must be graveled with a minimum of ten cubic yards of 20mm (3/4") crushed gravel.
6. If a hard surface is installed on a driveway with pavement, concrete, paving stones, or any other hard or permanent material, it is at the owner's risk and expense if future disturbance on the

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# Summer Village of Island Lake

## Approach & Culverts Standards Policy

municipal property occurs for utility excavations.

7. Snow storage from residential lots and driveways be maintained within that lot or the ditch immediately in front of that lot.
8. Any modifications to ditches prior to the implementation of the Policy which infilled the ditch without provision for a culvert installation or where the normal flow of water is impeded, shall be rectified in line with this Policy to the satisfaction of the Summer Village.
9. For erosion protection, all ditches and areas around the end of culverts shall be grassed.
10. All culverts shall have riprap placed around the inlet and outlet sides with the riprap extending approximately one metre past the end of the culvert.
11. Other than driveways, no other crossings may be constructed across Drainage Ditches, driveways are to be used as pedestrian access to lots.

### RESPONSIBILITIES:

The Summer Village of Island Lake is responsible to supply a standard 12" x 20' culvert for one primary residential driveway approach.

Private property owners are responsible for the hiring of a contractor, for the Alberta First call and for all associated installation costs.

### POLICY NOTES:

Requests for the purchase of replacement culverts and/or culverts for additional approaches or extensions to existing approaches must be made in writing to Council and will be authorized at Council's discretion.

Requests for the Municipality to cost share in ditching/drainage work and/or the installation of a culvert must be made in writing to Council and will be authorized at Council's discretion.

### Revisions:

Resolution Number	MM/DD/YY

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# Summer Village of Island Lake

## Donations & Sponsorships Policy

Number	Title			
C-FIN-DON-1	Donations & Sponsorships Policy			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

### POLICY STATEMENT:

Council believes it is important for the Summer Village to support community activities and events. The primary overarching purpose of this policy is to safeguard the Summer Village's corporate values, image, assets and interests, and to provide Council and Administration with guidelines and criteria for the provision of solicited donations and/or sponsorship of community activities and events. This policy will enable the Summer Village to manage requests in a fair and organized manner.

### GUIDELINES:

- Only written requests will be considered and must be made by either a community organization/agency or include a letter of support from same. Requests may be directed to an Elected Official or through Administration. This request must include:
  - the activity/event description;
  - the date of the activity/event;
  - the audience being served;
  - an indication of who will benefit from any profits;
  - a project budget is not required with initial request, but may be requested by Administration
- The maximum amount of funding provided for donations and sponsorships annually is subject to annual budget allocations. Due to budget, not all requests can be accommodated.
- Requests for donations and/or sponsorships will be considered by Summer Village council.
- The activity/event must support the interests and objectives of the Summer Village of Island Lake and the applying organization/agency must service the Summer Village of Island Lake and area.
- The Summer Village will not sponsor, either directly or through a third-party agreement any activity/event that:

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## Summer Village of Island Lake

### Donations & Sponsorships Policy

- a) conveys a negative message that might be deemed prejudicial to groups/individuals through the Canadian Charter of Rights & Freedoms;
  - b) promotes alcohol and other addictive substances at venues primarily for youth;
  - c) presents demeaning or derogatory portrayals of individuals or groups or contain anything which, in light of generally prevailing community standards, is likely to cause deep or wide spread offence;
  - d) endorses political organizations or campaigns;
  - e) requests for on-going support; or
  - f) supports companies whose reputation could prove detrimental to the Summer Village's public image.
6. The maximum amount of funding provided per event/activity will be \$\_\_\_\_\_, subject to annual budget considerations.

#### Revisions:

Resolution Number	MM/DD/YY



Box 3021, 10013 - 100 Ave  
Morinville, Alberta T8R 1R9

ph: 844-686-4927  
fax: 780-939-3228

feedback@muniware.com  
muniware.com

October 28, 2020

SV OF ISLAND LAKE  
Box 8  
AB BEACH, AB T0E 0A0  
Canada

Re: 2021 Software Support Agreement and Software License Agreement

There is no way around it: 2020 has been an historical year. While more and more people are staying home, many essential and local government employees are still on the job, working around the clock to help keep their municipalities running. We are grateful for all our clients continuing to do important work despite the challenges of the ongoing pandemic. On behalf of all of us at MuniWare, thank you for continuing to provide your much-needed services.

Last year, in our annual survey, we asked you to provide feedback on our products and services so we can continue to make improvements to serve you better. We have spent much time reviewing your comments and responses, and as a direct result of your feedback, we are continuing to take action and make meaningful decisions to better empower you to meet your goals. From our improved Knowledge Base, to the new remote tool, Zoho, we have been working hard to make your day-to-day easier.

We know some of our partners, as well as many ratepayers, may be experiencing financial challenges due to the impacts of COVID-19. It is our intention to work with you to get through this challenging time, and that is why this year we have chosen not to increase our fees for the Software Support Agreements.

Please find enclosed with this letter the following attached documents reflecting important updates on our partnership for the upcoming year:

1. Two (2) copies of your 2021 Software Support Agreement (based on licensed modules currently installed with your organization). Note that there is no increase to the agreement from the previous year.
2. Two (2) copies of your 2021 Software License Agreement.

Please return one signed copy of both the Software Support Agreement and the Software License Agreement to our office by January 1, 2021.

On behalf of myself and my MuniWare colleagues, I would like to thank you for your continued partnership with us and we look forward to assisting you in meeting your future organizational goals.

Should you have any questions or concerns regarding these agreements, or wish to connect at any point, please feel free to contact me directly.

We wish you all the best as we head into another year of partnership and thank you again for your continued efforts.

Sincere regards,

*Brandi Whiting*

Brandi Whiting, CEO, Director of Operations  
Municipal Information Systems Inc. (MuniWare)

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# MUNIWARE

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**MUNICIPAL INFORMATION SYSTEMS INC.**

**SOFTWARE LICENSE AGREEMENT**

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

**SV OF ISLAND LAKE**

Box 8  
AB BEACH, AB T0E 0A0  
Canada

**(Hereinafter referred to as "CUSTOMER")**

**AND**

**MUNICIPAL INFORMATION SYSTEMS INC.**

Box 3021, 10013 – 100 Avenue  
MORINVILLE, Alberta T8R 1R9  
Canada

**(Hereinafter referred to as "MUNIWARE")**

WHEREAS MUNIWARE has developed SOFTWARE for use by its customers and;

WHEREAS CUSTOMER wishes to obtain a licence to use the Software for these purposes; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.



## **2. LICENCE**

MUNIWARE hereby grants to CUSTOMER a non-exclusive licence to use the SOFTWARE as long as CUSTOMER complies with the terms of this agreement and the Annual Software Support Agreement to be entered annually by CUSTOMER and MUNIWARE. Legal and beneficial title to all intellectual property of any nature related to the SOFTWARE shall remain with MUNIWARE.

## **3. CONFIDENTIALITY and COPYRIGHT**

- 3.1 CUSTOMER acknowledges and agrees that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE, and the SOFTWARE is protected by all applicable national and international copyright laws. CUSTOMER shall treat the SOFTWARE as it would treat any other copyrighted material. CUSTOMER shall prevent all unauthorized copying of the SOFTWARE by its employees, contractors, and other persons for whom it is responsible at law.
- 3.2. MUNIWARE represents and warrants to CUSTOMER that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE and that the SOFTWARE is protected by all applicable national and international copyright laws. MUNIWARE agrees to indemnify CUSTOMER from and against any and all claims, losses or damages suffered or incurred by CUSTOMER (including its employees, contractors, agents, councilors and representatives) as licensee of the SOFTWARE under this agreement by reason of such representation and warranty being inaccurate or otherwise misleading.

## **4. USE**

CUSTOMER may:

- 4.1. Use the SOFTWARE on all devices owned by CUSTOMER.
- 4.2. Make copies of the SOFTWARE for archival and back up purposes only, provided CUSTOMER places a label on the outside of the backup media (diskette, compact disc or any other applicable media) showing all trademark and copyright notices that appear on the original SOFTWARE media.
- 4.3. Assign its rights under this agreement to another party but only if the assignee agrees in writing to accept the terms and conditions of this agreement and only with the prior **written** consent of MUNIWARE which consent shall not be unreasonably withheld or delayed by MUNIWARE. No assignment shall serve to release or relieve CUSTOMER from its obligations hereunder up to the date of the assignment. If MUNIWARE consents to an assignment of this agreement, then CUSTOMER shall transfer the production copy of the SOFTWARE to the assignee and destroy the backup copy of the SOFTWARE not transferred.

## **5. RESTRICTIONS**

In no way does this SOFTWARE licence confer any right upon CUSTOMER to license, sublicense, sell, or otherwise authorize the use of SOFTWARE, whether in executable form, source code or any other form, by any third parties. Unless express **written** permission is granted by MUNIWARE, CUSTOMER may not:

- 5.1. Copy, distribute, rent, lease, transfer, assign or sublicense all or any portion of the SOFTWARE or the accompanying documentation and the SOFTWARE manual, or assign CUSTOMER'S rights hereunder except in accordance with section 4.3 of this agreement;
- 5.2. Develop products for sale based on the SOFTWARE;
- 5.3. Use the SOFTWARE to provide services to third parties (other than the sharing of data or information derived from CUSTOMER's data);
- 5.4. Share, disseminate or circulate either by print or electronic media any part of the SOFTWARE or any of its proprietary features with anyone other than employees, contracted administrative personnel and contracted accounting personnel of CUSTOMER;
- 5.5. Reverse engineer, decompile or disassemble the SOFTWARE;
- 5.6. Use the SOFTWARE for security or military purposes.
- 5.7. Request a refund or exchange of any licenced software, unless explicitly agreed to by MuniWare.

## **6. COMPLIANCE AUDIT**

- 6.1. CUSTOMER shall provide information, in formats and intervals specified by MUNIWARE, relating to usage of the SOFTWARE for the purposes of verifying compliance with the terms of this agreement by the CUSTOMER as reasonably specified by MUNIWARE from time to time.
- 6.2. MUNIWARE reserves the right to conduct audits (through collaboration with, and by giving advance notice to the CUSTOMER) to verify CUSTOMER'S compliance with this agreement based on table usage for modules licensed.
- 6.3. MUNIWARE shall have the right, at its sole cost, to conduct annual and periodic reviews (through collaboration with, and by giving reasonable advance notice to the CUSTOMER) with CUSTOMER to ensure that MUNIWARE has an updated list of current authorized employees and contractors in order to control / manage access to the SOFTWARE.
- 6.4. MUNIWARE acknowledges and agrees that any specific municipal or personal information obtained from any such audits will be kept in the strictest confidence by MUNIWARE in accordance with applicable provincial and federal privacy legislation.



## **7. TERMINATION:**

7.1. This agreement is effective until terminated.

7.2. MUNIWARE shall have the right to terminate this agreement in the event that:

- (a) CUSTOMER breaches any material term of this agreement and CUSTOMER fails to remedy such breach within 60 days following receipt of written notice of such breach by CUSTOMER from MUNIWARE; or
- (b) CUSTOMER misuses or abuses the SOFTWARE and MUNIWARE gives to CUSTOMER written notice that such misuse or abuse is, at the sole discretion of MUNIWARE, incapable of remediation by CUSTOMER; or
- (c) MUNIWARE terminates the SOFTWARE SUPPORT AGREEMENT in accordance with terms set out therein. Such termination shall be in addition to and not in lieu of any legal remedies available to MUNIWARE.

7.3 CUSTOMER shall have the right to terminate this agreement at any time and for any reason upon giving to MUNIWARE not less than 30 days prior written notice of CUSTOMER'S decision to terminate this agreement. When MUNIWARE receives the CUSTOMER'S written notice of termination, MUNIWARE will provide the CUSTOMER with a new License Key with an expiry date of 180 days from the date of termination notice. This new License Key must be entered by the CUSTOMER immediately after it has been provided by MUNIWARE.

7.4 CUSTOMER acknowledges and agrees that the license granted hereunder shall be automatically terminated without liability to MUNIWARE in the event of termination of any Annual Software Support Agreement between MUNIWARE and CUSTOMER.

7.5 Upon termination of this agreement, CUSTOMER shall, within 180 days following such termination,

- (a) Discontinue use of the SOFTWARE;
- (b) Erase the SOFTWARE from CUSTOMER'S computer(s), server(s) and virtual storage device(s) (including its employees, contractors, agents, councilors and representatives devices);
- (c) Return the SOFTWARE and accompanying documentation including all back up and archived copies to MUNIWARE, and;
- (d) Furnish to MUNIWARE a certificate signed by an authorized signing officer who certifies that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the SOFTWARE have been destroyed.

7.6 The provisions of Sections 3, 5, 6, 7, and 8 hereof shall survive any termination of this agreement.

## **8. LIABILITY, WARRANTY DISCLAIMER, INDEMNIFICATION:**

- 8.1. The SOFTWARE is furnished "AS-IS" and MUNIWARE shall not be liable for any monetary damages whatsoever with respect to CUSTOMER'S use of the SOFTWARE hereunder, nor shall MUNIWARE be liable for any special indirect, incidental or consequential damages arising out of the licensed rights granted in this agreement, even if MUNIWARE is advised of such damages. The entire risk as to the results and performance of the SOFTWARE is assumed by CUSTOMER.
- 8.2. The SOFTWARE is licensed to CUSTOMER without any warranties whatsoever whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE except as expressly stated herein. No representative of MUNIWARE has been authorized to make any representation, warranty, or promise not contained herein.
- 8.3. MUNIWARE warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for a period of 30 days from the date hereof. MUNIWARE'S liability and CUSTOMER'S exclusive remedy shall be the replacement of the SOFTWARE if the media on which the SOFTWARE is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of the SOFTWARE will be warranted for the remainder of the original 30-day warranty period.
- 8.4. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.

## **9.0 NOTICES**

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

## **10.0 MANDATORY TRAINING**

- 10.1 In order to ensure the integrity and proper use of the SOFTWARE, CUSTOMER acknowledges and agrees that the license granted hereunder for the SOFTWARE shall include mandatory training for each module licensed as DETAILED by MUNIWARE in the accepted quotation, or for subsequent modules licensed in the future that form part of the SOFTWARE.
- 10.2 Notwithstanding the foregoing, at the request of the CUSTOMER, MUNIWARE may, at its sole and unfettered discretion, waive the requirement for mandatory training for personnel, or subsequent licensed modules, on a case by case basis, and provided that such waiver must be expressly granted by MUNIWARE in writing.
- 10.3 In the event that the requirement for mandatory training is waived by MUNIWARE for client personnel, all forthcoming support tickets from that employee that are not related to a software issue and are further deemed to be of a training nature, will be regarded as billable incidents and billed to the nearest fifteen (15) minutes at MUNIWARE'S current support rates.
- 10.4 CUSTOMER acknowledges and agrees that all required training shall be performed by MUNIWARE except where MUNIWARE has expressly consented, in writing, to the training by and of third parties.

## **11.0 ENTIRE AGREEMENT**

Other than as set out in the SOFTWARE SUPPORT AGREEMENT, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof.

## **12.0 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta, Canada.

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

**FOR THE CUSTOMER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR MUNIWARE**

*Brandi Whiting*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Brandi Whiting

\_\_\_\_\_  
Name

\_\_\_\_\_  
CEO, Director of Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
October 28, 2020

\_\_\_\_\_  
Date

**Notice of Confidentiality**

Please note that the information contained within this document is confidential and proprietary in nature. This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER or associated with the operations of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



# MUNIWARE

Serving Our Clients Since 1978  
Fueled by Clients... Driven by Passion

**MUNICIPAL INFORMATION SYSTEMS INC.**

**2021 SOFTWARE SUPPORT AGREEMENT**

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

**SV OF ISLAND LAKE**

Box 8  
AB BEACH, AB T0E 0A0  
Canada

**(Hereinafter referred to as "CUSTOMER")**

**AND**

**MUNICIPAL INFORMATION SYSTEMS INC.**

Box 3021, 10013 – 100 Avenue  
MORINVILLE, Alberta T8R 1R9  
Canada

**(Hereinafter referred to as "MUNIWARE")**

WHEREAS the parties have entered into a Software Licence Agreement.

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

**1. DEFINITIONS**

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

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### CURRENT TERM

This agreement will commence on the first day of each calendar year (January 1), and continue until the last day of each calendar year (December 31), unless otherwise terminated in accordance with the provisions of this agreement (the "Current Term").

### SOFTWARE SUPPORT COSTS

Software Support costs will be calculated for the entire Current Term, (based on the Software licensed to the CUSTOMER) divided into twelve (12) equal payments and billed monthly for the remainder of the Current Term.

Support costs for subsequent (additional) modules licensed during the Current Term will be calculated for the entire Current Term, divided into twelve (12) equal payments, and billed monthly for the remainder of the Current Term.

### SOFTWARE SUPPORT SERVICES

MUNIWARE shall provide the following software support services to CUSTOMER during the Current Term for the Software licensed by the CUSTOMER.

1. Software maintenance and support between the hours of 7:30 A.M. and 5:30 P.M. Mountain Standard Time Monday through Friday except Statutory Holidays. Maintenance and support will be provided only for the Software licensed by the CUSTOMER and only for the current release versions supported by MUNIWARE.
2. Minor releases or minor updates to the Software including the provision of error corrections and/or updates from time to time at no additional charge provided such releases or updates occur during the Term. Minor releases and minor updates are reflected by a change in the second digit of the rev number (right of the decimal), in most cases. Notwithstanding the foregoing, the decision as to whether a software release or update is of a minor nature shall be made in the sole discretion of MUNIWARE.
3. Modem/Internet support for MUNIWARE Software.
4. Requests for custom enhancements will be considered and evaluated with the development of additional upgrades and/or additions to the Software for CUSTOMER'S specific use. MUNIWARE will respond to CUSTOMER'S reasonable requests for additional services pertaining to the software, including, data conversion, additional functionality, additional reports, and report-formatting assistance (such services referred to as the "additional services"). MUNIWARE reserves the right to charge additional fees for custom enhancements and the additional services. MUNIWARE will not undertake custom enhancements or any additional services without first providing CUSTOMER with a cost estimate of the work and receiving a work order for the custom enhancements or the additional services signed by CUSTOMER. CUSTOMER acknowledges and agrees that MUNIWARE retains exclusive ownership of all customizations and reserves the right to include customizations in future releases of the Software.

5. At MUNIWARE'S discretion (acting reasonably), and in consultation with, and with approval by CUSTOMER, MUNIWARE may provide maintenance and support services at the CUSTOMER'S office. MUNIWARE reserves the right to charge additional fees for this service and CUSTOMER agrees to reimburse MUNIWARE for all related traveling expenses including, without limitation, all costs for board and lodging provided that such additional fees and such related traveling expenses are firstly approved by CUSTOMER.

#### BILLABLE (SUPPORT) SERVICES NOT INCLUDED

This Agreement pertains only to software that was licensed by MUNIWARE to the CUSTOMER pursuant to the Software Licence Agreement referenced above. Items not covered under this Agreement include, but are not limited to the following billable services:

1. Accounting procedures including reconciliation and account balancing;
2. Database manipulations including the retrieval of lost or deleted database items except where such loss or deletion was caused by MUNIWARE or its employees, subcontractors, agents or representatives;
3. Correcting errors resulting from improper use of the Software;
4. Training of new employees or re-training of existing employees outside of the mandatory training requirements detailed in the Software Licence Agreement; or training existing client personnel for new roles that they perform within the client organization; (i.e. promotions to new role, staff cover-off etc.)
5. Any work that requires MUNIWARE personnel to attend the CUSTOMER'S office(s);
6. Data file conversions;
7. Emergency Support (support initiated outside of normal MUNIWARE business hours);
8. Custom design / development work or process consultations;
9. Installation of the licensed Software on computers that do not meet MUNIWARE'S minimum requirements;
10. Improper installation by CUSTOMER or use of the licensed Software and related products that deviates from any operating procedures established by MUNIWARE in the applicable documentation or training processes;
11. Modification, alteration, addition, or attempted modification, of the licensed Software undertaken by persons other than MUNIWARE or MUNIWARE'S authorized representatives;
12. Installation, configuration or integration of new hardware, software, or consultations with third parties (i.e. computers, servers, printers, and other non-MUNIWARE software or technology. Further to this, work requiring more technical attention should be scheduled in a timely manner with MUNIWARE staff).



Billable Services (as listed above)	\$100.00 per hour plus GST
Travel Time	\$ 50.00 per hour plus GST
Mileage	\$ 0.58 per km plus GST
Emergency Services (high priority / last minute requests)	\$150.00 per hour plus GST
Custom design work or process consultations	\$150.00 per hour plus GST
Shipping Charges (i.e. Purolator)	At Cost plus GST
Subsistence (lodging, meals, car rentals, etc.)	At Cost plus GST
User Group	As designated by event topics and registration
Regional Training Groups	As designated by event topics and registration
Webinars	As designated by event topics and registration

If any of the above work is requested by the CUSTOMER, MUNIWARE will issue a separate billing detailing work performed and billed in ¼ hour segments at the listed rates.

#### ADDITIONAL COSTS NOT INCLUDED IN SUPPORT

Additional licence limits for all modules (except payroll)	Minimum of 50 @ \$2.00 each plus GST
Payroll Licence Limits	Minimum of 10 @ \$5.00 each plus GST
Software Licence Key Extensions	As quoted plus GST
New Module Licence	As quoted plus GST
11" Paper (Blue, Yellow, Grey, Brown, Green and Violet)	\$79.99 per case/1000 sheets plus, shipping and GST
14" Paper (Yellow)	\$89.99 per case/1000 sheets plus shipping and GST



## RESPONSIBILITIES OF CUSTOMER

MUNIWARE'S provision of the SOFTWARE SUPPORT SERVICES set out above shall be subject to compliance with the following during the Current Term:

1. CUSTOMER will, during normal business hours, provide MUNIWARE with access to CUSTOMER's premises, personnel and equipment as reasonably required by MUNIWARE. This access must include the ability to dial-in to the equipment on which the software is operating and to obtain the level of access necessary to support the software.
2. CUSTOMER will provide supervision, control, and management of the use of the software in accordance with the provisions of the SOFTWARE LICENCE AGREEMENT.
3. CUSTOMER will implement procedures for the protection of information and implement backup processes in the event of errors or malfunction of the software.
4. CUSTOMER will document and promptly report all errors or malfunctions of the software to MUNIWARE using MUNIWARE'S Helpdesk ticketing system. Failure to promptly report errors or malfunctions shall entitle MUNIWARE, in its discretion (acting reasonably), to charge additional fees for MUNIWARE services arising as a result of the delay in such reporting. MUNIWARE will carry out procedures for the rectification of errors or malfunctions within a reasonable time, as part of its release planning processes, after notification of such errors or malfunctions have been received from CUSTOMER. Any such fee's will be documented and discussed with the CUSTOMER prior to the remediation or charge for any such services.
5. CUSTOMER will maintain regular scheduled current backup copies of all programs and data. (i.e. at a minimum, databases should be backed up once a day).
6. CUSTOMER agrees not to use or transfer prior versions of the software and will destroy or archive in the manner directed by MUNIWARE, acting reasonably.
7. CUSTOMER will notify MUNIWARE of any personnel changes so that access to software or communication, and training can be properly maintained.
8. CUSTOMER ensures that its personnel are properly trained in the use of the software by MUNIWARE staff as set out in the 'Mandatory Training' section (10.0) of the Software Licence Agreement, noting that mandatory training from MUNIWARE shall be quoted and detailed for all new modules licensed or for new personnel employed by the CUSTOMER within the Current Term.
9. CUSTOMER acknowledges and agrees that the software is only for use by employees, contracted administrative staff, or contracted accounting staff of CUSTOMER, and CUSTOMER will not allow or permit anyone who is not an employee, contracted administrative staff, or contracted accounting staff of CUSTOMER to use the software without express written consent of MUNIWARE, such consent not to be unreasonably withheld or delayed.

10. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's (which in this Agreement shall mean any person, organization or other entity that uses the SOFTWARE) use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.
11. CUSTOMER agrees to pay a support/maintenance fee in the amount of **\$1352.91** annually during the Current Term. The support/maintenance fee is due and payable in full within 30 days after the date of being invoiced. Any amounts not paid when due are subject to interest at a rate of 1.0% per month (12% per annum) until paid in full.
12. This agreement will apply to any additional software licensed to CUSTOMER by MUNIWARE during the Current Term subsequent to the signing of this agreement, and all costs and charges relating to the software support services provided by MUNIWARE hereunder in relation to such additional software shall be invoiced at the monthly rate set out above. Such payments are due and payable by CUSTOMER as set out above and subject to late payment interest at the rate set out above. CUSTOMER acknowledges and agrees that additional support services must be paid for all additional MUNIWARE software licensed to CUSTOMER.

#### TERMINATION

Unless terminated earlier as set out in the "Termination" section of the Software Licence Agreement, this agreement will remain in effect until the expiration of the Current Term.

Termination of this agreement shall be deemed to be a termination of all SOFTWARE LICENCE AGREEMENTS between CUSTOMER and MUNIWARE.

#### GENERAL

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

This agreement shall be governed by and construed the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

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Each party acknowledges that they have read this agreement, understand it, and agree to be bound by its terms.

**FOR THE CUSTOMER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR MUNIWARE**

*Brandi Whiting*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Brandi Whiting  
Name

\_\_\_\_\_  
CEO, Director of Operations  
Title

\_\_\_\_\_  
October 28, 2020  
Date

**Notice of Confidentiality**

Please note that the information contained within this document is confidential and proprietary in nature.

This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



# SUMMER VILLAGE OF ISLAND LAKE

## ISLAND LAKE BUDGET October 31, 2020

Page 1 of 3  
2020-Nov-16  
12:51:59PM

General Ledger	Description	2020 Budget	2020 Actual	2020 % Variance
<b>Revenues</b>				
1-00-11-000-00	Taxes - Residential	197,496.88	197,496.88	100.00
1-00-11-100-00	Taxes - Non-Residential Commercial	1,708.56	1,708.56	100.00
1-00-19-000-00	Taxes - Non-Residential Linear	3,950.37	3,950.37	100.00
1-00-11-110-00	Taxes - Minimum Municipal (2020 - \$600)	47,278.19	47,278.19	100.00
1-00-15-100-00	Requisition - School Res. & Non-Res.	249,210.84	249,210.81	99.99
1-00-11-200-00	Requisition - Designated Industrial Tax	33.36	33.36	100.00
1-00-15-000-00	Requisition - Greater North Seniors	8,497.96	8,497.96	100.00
1-32-20-000-00	Grants - MSI-Capital	122,662.00	122,662.00	100.00
1-32-50-000-00	Grants - MSI-Operating	10,037.00	10,037.00	100.00
1-00-74-000-00	Grants - Gas Tax Fund (Boundary Correct)	18,042.00	0.00	0.00
1-32-84-000-00	Grants - Canada Day	650.00	650.00	100.00
1-32-90-000-00	Grants - Special Projects MDP	10,550.00	0.00	0.00
1-32-55-000-00	Grants - FCSS	6,466.00	5,928.00	91.67
1-32-10-000-00	Grants - Operating Firesmart	0.00	0.00	0.00
1-32-15-000-00	Grants - CFEP (From Historical Society)	0.00	11,361.50	0.00
1-32-70-000-00	Reserve Transfers - Boundary Correction	6,958.00	0.00	0.00
1-32-75-000-00	Reserve Transfers - Playground	65,000.00	65,000.00	100.00
1-12-25-000-00	Reserve Transfers - Unrestricted (LUB)	30,000.00	0.00	0.00
1-00-02-000-00	Reserve Transfers - Roads	0.00	0.00	0.00
1-00-55-000-00	Admin - Return on Investment	8,000.00	8,938.99	111.73
1-00-51-000-00	Admin - Tax Penalties and Costs	8,000.00	6,167.71	77.09
1-12-52-000-00	Admin - Tax Certificates	450.00	520.00	115.55
1-12-59-000-00	Admin - Misc/Fine Revenue	0.00	6,964.29	0.00
1-12-60-000-00	Development - Safety Codes	1,000.00	2,377.62	237.76
1-61-59-000-00	Development - Permits/Compliances	2,000.00	6,647.37	332.36
* TOTAL Revenues		797,991.16	755,430.61	94.67

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# SUMMER VILLAGE OF ISLAND LAKE

ISLAND LAKE BUDGET October 31, 2020

General Ledger	Description	2020 Budget	2020 Actual	2020 % Variance
<b>Expenses</b>				
2-11-21-100-00	Council - Travel & Subsistence	4,000.00	97.52	2.43
2-11-21-000-00	Council - Honorarium	9,000.00	2,500.00	27.77
2-12-21-600-00	Council - Internet Expense Reimburse	1,800.00	750.00	41.66
2-12-11-100-00	Admin - CAO Contract	70,109.00	52,581.78	75.00
2-12-13-100-00	Admin - WCB Fees	500.00	282.17	56.43
2-12-20-000-00	Admin - Conferences/Courses	3,000.00	0.00	0.00
2-12-21-100-00	Admin - Travel & Subsistence	3,000.00	1,380.00	46.00
2-12-21-500-00	Admin - Postage	2,000.00	841.58	42.07
2-12-21-700-00	Admin - Phone/Storage	1,680.00	1,260.00	75.00
2-12-21-900-00	Admin - Website	400.00	290.00	72.50
2-12-22-000-00	Admin - Assessor Fees	7,825.00	7,743.00	98.95
2-12-22-200-00	Admin - Assessment/SDAB Appeal	3,000.00	15,584.97	519.49
2-12-22-400-00	Admin - Memberships	2,200.00	2,124.84	96.58
2-12-23-100-00	Admin - Audit	4,100.00	4,450.00	108.53
2-12-30-000-00	Admin - Tax Rebates & Cancellations	0.00	368.84	0.00
2-12-23-200-00	Admin - Legal	500.00	27,868.50	5,573.70
2-12-23-900-00	Admin - Elections	0.00	0.00	0.00
2-12-24-000-00	Admin - Advertising	0.00	0.00	0.00
2-12-25-000-00	Admin - Form Paper/Land Titles	100.00	175.00	175.00
2-12-25-000-01	Admin - Software Support/Add. Module	2,675.00	2,863.41	107.04
2-12-26-000-00	Admin - Annual Info Mtg/Mtg Room Fees	2,675.00	490.48	18.33
2-12-27-400-00	Admin - Insurance	3,600.00	3,656.00	101.55
2-12-51-000-00	Admin - Office Supplies	800.00	603.18	75.39
2-12-51-200-00	Admin - Photocopying	2,200.00	1,965.30	89.33
2-12-81-000-00	Admin - Bank/Interest Charges	1,000.00	220.05	22.00
2-12-95-000-00	Admin - Northern Lights Library Levy	2,385.00	2,384.88	99.99
2-12-97-000-00	Admin - Donations	1,400.00	0.00	0.00
2-22-23-000-00	Admin - Integrity Comm/Safety Codes	2,000.00	2,000.00	100.00
2-12-91-000-00	Development - Land Use Bylaw	500.00	0.00	0.00
2-22-21-000-00	Development - DO Fees & Services	8,000.00	2,380.00	29.75
2-61-20-000-00	Development - Planning Services	500.00	0.00	0.00
2-42-21-000-00	Development - Permit Fees	2,000.00	765.00	38.25
2-22-20-000-00	Protective Services - Bylaw Enf/RCMP	815.00	0.00	0.00
2-23-35-000-00	Protective Services - Fire	7,000.00	0.00	0.00
2-23-36-000-00	Protective Services - Provincial Police	0.00	0.00	0.00
2-32-25-000-00	Roads - Contracted Services/Maintenance	31,000.00	31,917.57	102.95
2-32-51-000-00	Roads - Maintenance/Supplies/Upgrades	0.00	4,325.07	0.00
2-43-20-000-00	Solid Waste - Regional Waste Commission	42,000.00	34,679.38	82.56



# SUMMER VILLAGE OF ISLAND LAKE

ISLAND LAKE BUDGET October 31, 2020

General Ledger	Description	2020 Budget	2020 Actual	2020 % Variance
2-62-31-000-00	Parks & Rec - Materials & Supplies	500.00	5,430.80	1,086.16
2-62-41-000-00	Parks & Rec - Bay Days/Canada Day	4,000.00	0.00	0.00
2-62-42-000-00	Parks & Rec - FCSS Municipal Contr	8,083.00	12,776.67	158.06
2-72-21-730-00	Parks & Rec - Summer Staff	2,340.00	0.00	0.00
2-72-21-740-00	Parks & Rec - Wage Deductions	500.00	298.34	59.66
2-72-20-000-00	Parks & Rec - Contracted Services	7,000.00	8,253.77	117.91
2-72-21-000-00	Parks & Rec - Grass Cutting	10,000.00	7,090.23	70.90
2-72-21-700-00	Parks & Rec - Public Access	500.00	626.50	125.30
2-72-21-750-00	Parks & Rec - Playground Maintenance	2,000.00	4,425.83	221.29
2-72-31-000-00	Parks & Rec - Fire Smart	250.00	325.00	130.00
2-72-51-000-00	Parks & Rec - Tree Removal	4,000.00	5,450.00	136.25
2-72-54-000-00	Parks & Rec - Utilities (Street Lights)	14,100.00	10,589.11	75.10
2-12-12-100-00	Special Projects - Boundary Correction	25,000.00	0.00	0.00
2-22-22-000-00	Special Projects - MDP	10,550.00	1,462.85	13.86
2-97-76-400-00	Special Projects - Multiplex	10,000.00	0.00	0.00
2-97-77-000-00	Special Projects - Land Use Bylaw	30,000.00	18,611.85	62.03
2-32-27-000-00	Projects - Road Project	0.00	30,242.00	0.00
2-32-28-000-00	Projects - Playground	65,000.00	66,416.50	102.17
2-25-01-000-00	Projects - To Reserves/Def. Rev.	122,662.00	0.00	0.00
2-73-51-000-00	Requisition - Greater North Seniors	9,396.03	9,396.03	100.00
2-73-52-000-00	Requisition - Over/Under Senior Levy	(898.07)	0.00	0.00
2-75-00-100-00	Requisition - School Residential	252,921.00	190,272.96	75.23
2-75-00-200-00	Requisition - School Non-Residential	2,342.00	0.00	0.00
2-75-00-500-00	Requisition - Over/Under School Levy	(6,052.16)	0.00	0.00
2-75-00-210-00	Requisition - Designated Industrial Tax	33.36	0.00	0.00
2-97-70-400-00	Reserves - Elections	0.00	0.00	0.00
2-97-71-400-00	Reserves - Tree Removal	0.00	0.00	0.00
2-97-72-400-00	Reserves - Snow Removal	0.00	0.00	0.00
2-97-73-400-00	Reserves - Legal	0.00	0.00	0.00
2-97-74-400-00	Reserves - Sustainability (MSI-O Offset)	0.00	0.00	0.00
2-97-75-400-00	Reserves - Provincial Police(fund 6 yrs)	0.00	0.00	0.00
2-97-77-400-00	Reserves - Roads	0.00	0.00	0.00
2-32-99-999-99	Amortization - Year End Audit	0.00	0.00	0.00
2-99-99-900-00	Cleaning account	0.00	0.00	0.00
* TOTAL Expenses		797,991.16	578,216.96	72.46
**P Surplus/(Deficit)		0.00	177,213.65	0.00

\*\*\* End of Report \*\*\*

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## Summer Village of Island Lake

Box 8, Alberta Beach, Alberta T0E 0A0

Phone: 1-780-967-0271 Fax 1-780-967-0431

Email: [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)

### Summer Village of Island Lake Report to Council

**Meeting:** November 21, 2020 - Regular Council Meeting & AIM

**Originated By:** Tony Sonnleitner, Development Officer, Summer Village of Island Lake.

#### Development Applications:

**20DP13-04 Plan 3857 KS, Block 15, Lot 12 : 185 Lakeshore Drive South**

"AS-BUILT" CONSTRUCTION OF A RECREATIONAL VEHICLE PARKING PAD AND DECK, UTILIZATION UPON THE SITE OF A RECREATIONAL VEHICLE FOR THE PURPOSES OF OCCUPATION AND STORAGE.

**20DP14-04 Plan 782 0256, Block 17, Lot 13 : 58 Lakeshore Drive South**

"AS-BUILT" INSTALLATION OF A SEPTIC SYSTEM (HOLDING TANK), CONSTRUCTION OF TWO (2) RECREATIONAL VEHICLE PARKING PADS, TWO ACCESSORY BUILDINGS, AND A DECK, UTILIZATION UPON THE SITE OF TWO (2) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE.

**20DP15-04 Plan 5537 MC, Block 2, Lot 9 : 59 Lakeshore Drive South**

"AS-BUILT" CONSTRUCTION OF ONE (1) RECREATIONAL VEHICLE PARKING PAD AND A DECK, UTILIZATION UPON THE SITE OF ONE (1) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE, VARIANCE TO THE ON-SITE PARKING REQUIREMENTS; TWO (2) SPACES TO ZERO.

**20DP16-04 Plan 3857 KS, Block 12, Lot 13 : 99 Lakeshore Drive South**

"AS-BUILT" CONSTRUCTION OF ONE (1) RECREATIONAL VEHICLE PARKING PAD AND A DECK, UTILIZATION UPON THE SITE OF ONE (1) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE.





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**20DP17-04      Plan 3857 KS, Block 12, Lot 13 : 99 Lakeshore Drive South**

DEMOLITION OF AN EXISTING DWELLING, CONSTRUCTION OF A SINGLE DETACHED DWELLING (77.92 SQ. M.), INSTALLATION OF A WATER SUPPLY (CISTERN) AND SEPTIC SYSTEM (EXISTING HOLDING TANK).

**20DP18-04      Plan 5537 MC, Block 2, Lot 1 : 79 Spruce Drive**

"AS-BUILT" CONSTRUCTION OF TWO (2) RECREATIONAL VEHICLE PARKING PADS, UTILIZATION UPON THE SITE OF TWO (2) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE.

**20DP19-04      Plan 3857 KS, Block 14, Lot 14 : 97 Lakeshore Drive South**

CONSTRUCTION OF A SINGLE DETACHED DWELLING (89.6 SQ. M.), INSTALLATION OF A WATER SUPPLY AND SEPTIC SYSTEM.

**20DP21-04      Plan 3857 KS, Block 16, Lot 16 + pt Lot 15 : 153 Lakeshore Drive South**

COMPLETION OF THE CONSTRUCTION OF A SINGLE DETACHED DWELLING (188.6 SQ. M.), UTILIZATION OF EXISTING, OR INSTALLATION OF A WATER SUPPLY (CISTERN) AND SEPTIC SYSTEM (EXISTING HOLDING TANK).

**20DP22-04      Plan 763 TR, Block 1, Lot 13 : 213 Lakeshore Drive**

"AS-BUILT" CONSTRUCTION OF THREE (3) RECREATIONAL VEHICLE PARKING PADS AND INSTALLATION OF A SEPTIC SYSTEM (HOLDING TANK) AND CISTERN; AND UTILIZATION UPON THE SITE OF THREE (3) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE.

**20DP23-04      Plan 3857 KS, Block 5, Lot 6 : 2 Antelope Avenue**

"AS-BUILT" CONSTRUCTION OF ONE (1) RECREATIONAL VEHICLE PARKING PAD, TWO (2) ACCESSORY BUILDINGS, DECK AND INSTALLATION OF A SEPTIC SYSTEM (HOLDING TANK); AND UTILIZATION UPON THE SITE OF ONE (1) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE.





## Summer Village of Island Lake

Box 8, Alberta Beach, Alberta T0E 0A0

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Email: [svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)

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### Letter of Compliance:

**20COMP19-04 Plan 763 TR, Block 2, Lot 8 : 224 Lakeshore Drive**

### Requests / applications to bring properties into "compliance":

At this point the response from the community has been minimal:

Development Permits: 20DP13-04, 20DP14-04, 20DP15-04, 20DP16-04, 20DP18-04, 20DP22-04, and 20DP23-04 are for the CONSTRUCTION OF RV PADS AND UTILIZATION FOR THE PURPOSES OF STORAGE AND USE OF RVs.

Two additional calls / questions have been received; where information is currently being sought by the Development Authority.

Regards,

Tony Sonleitner, Development Officer, Summer Village of Island Lake

cc: Wendy Wildman, Municipal Administrator, Summer Village of Island Lake



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](mailto:pcm1@telusplanet.net)

November 2, 2020

File: 20DP21-04

**Re: Development Permit Application No. 20DP21-04  
Plan 3857 KS, Block 14, Lot 16 + Pt Lot 15 : 153 Lakeshore Drive South (the  
"Lands")  
R1 – Residential – Small Lot District : Summer Village of Island Lake**

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Preamble: The development approved under this permit includes the resurrection of a project begun approximately 20 years ago under a previous Development Permit. That project was begun, but not completed, while both the Development Permit and the accompanying Safety Codes permits have lapsed.

## APPROVAL OF DEVELOPMENT PERMIT

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

### **COMPLETION OF THE CONSTRUCTION OF A SINGLE DETACHED DWELLING (188.6 SQ. M.), UTILIZATION OF EXISTING, OR INSTALLATION OF, A WATER SUPPLY (CISTERN) AND SEPTIC SYSTEM (EXISTING HOLDING TANK)**

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

- 1- All municipal taxes must be paid.
- 2- All previous Development Permits for the Lands are deemed to be null and void.
- 3- Approval of any plans or installation standards for an on-parcel sewage collection system by an approved Plumbing Inspector. The on-site sewage disposal system shall comply with the Private Sewage Systems Standard of Practice - 2009 as adopted by legislation for use in the Province of Alberta.
- 4- The cistern shall be excavated and installed in conformance with the Safety Codes Act or as amended and all such other regulations which may apply to their construction.
- 5- Two (2) Off-Street parking spaces must be provided on site.
- 6- 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.

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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](mailto:pcm1@telusplanet.net)

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

Date Application Deemed **November 2, 2020**

Complete

Date of Decision **November 2, 2020**

Effective Date of  
Permit **December 1, 2020**

Signature of Development  
Officer

Tony Sonleitner

Development Officer for the Summer Village of Island Lake

cc Municipal Administrator, Summer Village of Island Lake  
Assessor = Ray Crews : email [raycrews@shaw.ca](mailto:raycrews@shaw.ca)

**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 Secretary 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 \$200.00.



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](mailto:pcm1@telusplanet.net)

November 14, 2020

File: 20DP22-04

**Re: Development Permit Application No. 20DP22-04  
Plan 763 TR, Block 1, Lot 13 : 213 Lakeshore Drive (the "Lands")  
R1 – Residential – Small Lot District : Summer Village of Island Lake**

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## APPROVAL OF DEVELOPMENT PERMIT

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

**"AS-BUILT" CONSTRUCTION OF THREE (3) RECREATIONAL VEHICLE PARKING PADS AND INSTALLATION OF A SEPTIC SYSTEM (HOLDING TANK) AND CISTERN; AND UTILIZATION UPON THE SITE OF THREE (3) RECREATIONAL VEHICLES FOR THE PURPOSES OF OCCUPATION AND STORAGE**

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

- 1- All municipal taxes must be paid.
- 2- The Recreational Vehicle shall be connected to an approved septic system. Approval of any plans or installation standards for an on-parcel sewage collection system by an approved Plumbing Inspector. The on-site sewage disposal system shall comply with the Private Sewage Systems Standard of Practice - 2009 as adopted by legislation for use in the Province of Alberta.
- 3- Two (2) Off-Street parking spaces must be provided on site.
- 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.
- 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 development setback of 1.5 metres from all boundaries.**

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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](mailto:pcm1@telusplanet.net)

- 8- All improvements shall be completed within twelve (12) months of the effective date of the permit.
- 9- The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.
- 10- No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.

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

Date Application Deemed Complete **November 14, 2020**

Date of Decision **November 14, 2020**

Effective Date of Permit **December 13, 2020**

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 Secretary 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 \$200.00.



## 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](mailto:pcm1@telusplanet.net)

November 10, 2020

File:

19DP03-04 – Amended – Time Extension

**Re: Development Permit Application No. 19DP03-04  
Plan 112 3618, Block 17, Lot 31A : 31 Tranquille Drive (the "Lands")  
R2 – Residential – Large Lot : Summer Village of Island Lake**

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Preamble: The approval under 19DP03-04 has been amended to provide for the placement and use of a Recreational Vehicle upon the Lands for the time period wherein the subject Detached Dwelling is under construction until that development is substantially complete.

**An extension to the date to which the development approval is valid is in herein given. The applicants now have until July 31, 2021 to complete the development.**

### APPROVAL OF DEVELOPMENT PERMIT

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

**CONSTRUCTION OF A DETACHED DWELLING (125.6 SQ. M.) C/W OPEN  
PORCH, UTILIZATION OF EXISTING, OR INSTALLATION OF A WATER  
CISTERN AND SEPTIC SYSTEM (HOLDING TANK)**

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

- 1- All municipal taxes must be paid.
- 2- Approval of any plans or installation standards for an on-parcel sewage collection system by an approved Plumbing Inspector.
- 3- The on-site sewage disposal system shall comply with the Private Sewage Systems Standard of Practice - 2009 as adopted by legislation for use in the Province of Alberta.
- 4- The cistern shall be installed in conformance with the Safety Codes Act or as amended and all such other regulations which may apply to their construction.
- 5- Two (2) Off-Street parking spaces must be provided on site.
- 6- 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.
- 7- 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.



## 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](mailto:pcm1@telusplanet.net)

- 8- 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.
- 9- 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.
- 10- 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.
- 11- **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 minimum of 8.0 metres;**
  - **Side Yard setback shall comply with the requirements of the Alberta Building Code or be a minimum of 1.5 metres whichever is greater;**
  - **Rear Yard setback shall be a minimum of 8.0 metres; and**
  - **Maximum Height shall be 9.7 metres (average grade to peak).**

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).

Note: Development shall also conform to the Alberta Electrical and Communication Utility Code. A copy of TABLE 9 – Minimum Design Clearances From Wires and Conductors not Attached to Buildings, Signs and Similar Plants is attached to the permit for your information.

**12- All improvements shall be completed by July 31, 2021.**

- 13- 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.
- 14- 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.
- 15- A Recreational Vehicle may be placed upon the Lands, and used for human habitation, during the time period where the subject Detached Dwelling is under construction and may continue until that Detached Dwelling is substantially completed. Note: All provisions of the Safety Codes Act, in relation to the placement and use of this Recreational Vehicle must be adhered to.





## 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](mailto:pcm1@telusplanet.net)

### Notes:

It is strongly recommended that the applicant(s):

- I. have a Real Property Report (RPR), prepared and signed by an Alberta Land Surveyor, and submitted to the Development Officer. The RPR should be completed at foundation stage and prior to commencement of framing of the development, for evaluating the compliance of the development against all Land Use regulations relating to the building(s) that are the subject of this development permit application.
- II. design and construct a building foundation drainage system adequate for the existing soil conditions.
- III. determine if there are any special considerations required for building foundation construction.
- IV. 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

**August 18, 2019**

Date of Decision

**August 18, 2019**

Effective Date of  
Permit

**August 18, 2019**

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. = Ian Ferguson : email [ianferguson@shaw.ca](mailto:ianferguson@shaw.ca)



## 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](mailto:pcm1@telusplanet.net)

November 14, 2020

File: 20DP23-04

**Re: Development Permit Application No. 20DP23-04  
Plan 3857 KS, Block 5, Lot 6 : 2 Antelope Avenue (the "Lands")  
R1 – Residential – Small Lot District : Summer Village of Island Lake**

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### APPROVAL OF DEVELOPMENT PERMIT

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

**"AS-BUILT" CONSTRUCTION OF ONE (1) RECREATIONAL VEHICLE PARKING PAD, TWO (2) ACCESSORY BUILDINGS, DECK AND INSTALLATION OF A SEPTIC SYSTEM (HOLDING TANK); AND UTILIZATION UPON THE SITE OF ONE (1) RECREATIONAL VEHICLE FOR THE PURPOSES OF OCCUPATION AND STORAGE**

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

- 1- All municipal taxes must be paid.
- 2- The Recreational Vehicle shall be connected to an approved septic system. Approval of any plans or installation standards for an on-parcel sewage collection system by an approved Plumbing Inspector. The on-site sewage disposal system shall comply with the Private Sewage Systems Standard of Practice - 2009 as adopted by legislation for use in the Province of Alberta.
- 3- Two (2) Off-Street parking spaces must be provided on site.
- 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.
- 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 development setback of 1.5 metres from all boundaries.**

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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](mailto:pcm1@telusplanet.net)

### ACCESS CONSTRUCTION

- 8- Completion, and submission to the Summer Village of Island Lake, of an Application for Approach Construction.  
Access to the parcel shall be constructed so that it is not within the Corner Sight Triangle, to the satisfaction of the Summer Village of Island Lake.
- 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.

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

Date Application Deemed **November 14, 2020**

Complete

Date of Decision **November 14, 2020**

Effective Date of Permit **December 13, 2020**

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 \$200.00.



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Grande Prairie*

AR103014

Dear Chief Elected Official,

As you are aware, our province is facing some very challenging economic circumstances. Resource revenues are lower than they were in the early 1970s, while expenses are higher than anticipated due to the need to respond to the COVID-19 pandemic. This will cause financial challenges that will be felt for many years.

In light of these economic circumstances, Alberta may not be able to sustain our current levels of infrastructure and operating spending. We are already planning for Budget 2021; there will be some difficult choices the province must make to ensure Alberta's finances are sustainable over the long-term.

Having met with many municipalities recently, I understand your communities are also facing significant challenges. I will ensure your views are represented as we plan the provincial budget. In the meantime, I strongly encourage you to make certain all of your capital spending is used to support critical infrastructure that will benefit future generations of Albertans and position your community to participate in our economic recovery.

I look forward to working with you to create a sustainable and prosperous future for our province and our communities.


Sincerely,

Tracy L. Allard  
Minister

<b>VENDOR</b>		<b>VENDOR ID</b>	<b>DATE ISSUED</b>
SUMMER VILLAGE OF ISLAND LAKE		0000069839	02-Oct-2020
<b>DEPOSITED AT BANK:</b>		<b>DEPOSIT NO</b>	<b>DATE</b>
<b>BRANCH:</b> 08989	<b>ACCOUNT:</b>	0068842983	06-Oct-2020
			<b>AMOUNT</b>
			\$538.0
		<b>TOTAL</b>	<b>\$538.0</b>

PAYMENTED 00548

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



OCT 13 2020

<b>DEPOSIT NO: 0068842983</b>		<b>DEPOSIT DATE: 06-Oct-2020</b>		
<b>VOUCHER</b>	<b>DESCRIPTION/REASON FOR PAYMENT</b>	<b>INVOICE/CREDIT NOTE</b>	<b>AMOUNT</b>	<b>SUB-TOTAL</b>
ET009080	FCSS OCTOBER PAYMENT Total Payment From COMM & SOC SERV HEAD QUARTERS For Inquiries Call 825/468-4314	095261113FCSS100120	\$538.00	\$538.00
<b>DEPOSIT TOTAL</b>			<b>\$538.00</b>	



<b>VENDOR</b>		<b>VENDOR ID</b>	<b>DATE ISSUED</b>	
SUMMER VILLAGE OF ISLAND LAKE		0000069839	23-Oct-2020	
<b>DEPOSITED AT BANK:</b>		<b>DEPOSIT NO</b>	<b>DATE</b>	<b>AMOUNT</b>
<b>BRANCH:</b> 08989	<b>ACCOUNT:</b>	0068867229	27-Oct-2020	\$538.00
		<b>TOTAL</b> \$538.00		
<p>PAYMENTED 00591</p> <p>SUMMER VILLAGE OF ISLAND LAKE PO BOX 8 ALBERTA BEACH AB CAN T0E 0A0</p>				

<b>DEPOSIT NO:</b> 0068867229		<b>DEPOSIT DATE:</b> 27-Oct-2020		
<b>VOUCHER</b>	<b>DESCRIPTION/REASON FOR PAYMENT</b>	<b>INVOICE/CREDIT NOTE</b>	<b>AMOUNT</b>	<b>SUB-TOTAL</b>
ET009443	FCSS NOVEMBER PAYMENT Total Payment From COMM & SOC SERV HEAD QUARTERS For Inquiries Call 825/488-4314	095261113FCSS110120	\$538.00	\$538.00
			<b>DEPOSIT TOTAL</b>	<b>\$538.00</b>

**RECEIVED**  
OCT 29 2020

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cao@onoway.ca

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**From:** assessmentservicesbranch@gov.ab.ca  
**Sent:** October 20, 2020 4:31 PM  
**To:** Wendy Wildman  
**Subject:** Assessment Model Review (AMR) Communications  
**Attachments:** AR103220 - Attachment 1.pdf; AR103220 - Attachment 2.pdf

Dear Chief Elected Official,

For more than a year, government has been working on a review of the regulated assessment models for wells, pipelines, and wellsite machinery and equipment. The review was intended to update the valuations of these properties in line with current circumstances, while promoting Alberta's competitiveness and preserving the ability of municipalities to deliver necessary services and infrastructure.

Upon being sworn in as the Minister of Municipal Affairs, I made this assessment model review (AMR) one of my top priorities. I undertook to consult extensively with municipalities and with industry. As a result, I understand and appreciate the delicate balance between the interests of municipal viability and industry competitiveness.

It is clear to me and my government colleagues that it may not be possible to strike the right balance, and do the right thing for the long term, if we implement comprehensive assessment system changes amidst the current uncertainty. Accordingly, we will not be proceeding with any of the assessment model review scenarios.

At the same time, we cannot simply maintain the status quo. The challenges facing our oil and gas sector remain, and there are specific areas where our assessment and taxation system can be improved to support Alberta's economic recovery and protect jobs in communities throughout our province.

Taking into account these considerations, as well as the constructive suggestions I have received from municipalities and industry over the past two months, I am pleased to inform you of the following government decisions:

- In order to encourage new investment, there will be a three-year "property tax holiday" for all new well and pipeline assets; these properties will receive an assessment of zero for the next three years.
- To further stimulate new drilling activity, the Well Drilling Equipment Tax will be eliminated beginning in January, 2021.



- Additional depreciation adjustments will be provided for lower-producing wells; this is expected to result in a reduction of approximately \$21 million in municipal taxes and \$7 million in education taxes provincewide.
- To promote continued viability of existing assets and companies, the shallow gas assessment reduction of 35 per cent will also be maintained for the next three years.

These measures are intended to support our economic recovery and provide much-needed certainty to industry, investors, municipalities, and other property taxpayers for the next three years. It is our intent that comprehensive changes to well, pipeline and wellsite machinery and equipment assessment models will not be enacted during this time. In the coming months, government will develop a plan for regular, future reviews of assessment models for all regulated property types, including the timing and process for such reviews.

As the impacts of these changes are much more moderate than those contemplated under the AMR, my full expectation is that municipalities will be able to accommodate any reductions in the assessment base without raising taxes on other ratepayers.

In the absence of new assessment models, assessment year modifiers (AYMs) need to be established for the 2021 tax year. These modifiers are similar to a consumer price index, and are used to adjust the property assessments for regulated industrial property from the base cost year in order to reflect current values. To support the budgeting process municipalities are currently undertaking, attached are the approved AYM's for the 2020 Assessment Year (2021 tax year). Also attached is an estimate of the property tax impacts for rural municipalities resulting from additional depreciation. Direct impacts on urban municipalities are expected to be negligible.

Municipal Affairs is completing the annual updates to the Alberta Minister's Guidelines for taxation in 2021 to include the annual change to the AYM's, as well as the changes to additional depreciation for lower-producing wells. The Provincial Assessor's office will prepare the assessments for designated industrial property including wells, pipelines, and wellsite machinery and equipment in late January 2021. The assessments will include the changes resulting from this decision, and any annual changes to the inventory.

If you have any concerns regarding these changes, your administration is welcome to contact Ethan Bayne, Assistant Deputy Minister, Municipal Assessment and Grants, at 780-415-1717, or [ethan.bayne@gov.ab.ca](mailto:ethan.bayne@gov.ab.ca), or Janice Romanyszyn, Provincial Assessor, at 780-415-0833, or [janice.romanyshyn@gov.ab.ca](mailto:janice.romanyshyn@gov.ab.ca).

In my brief time as Minister, I have been pleased to hear candid feedback and tough questions from municipal leaders, and I hope that will continue. I am also very encouraged to hear from so many of you that municipalities are willing to be partners in supporting our economy, including the oil and gas sector. I look forward to seeing this commitment

reflected in reduced red tape and fiscally prudent decision-making as you plan your budgets and establish tax rates for the coming year.

Sincerely,

Tracy L. Allard

Minister

#### Attachments

1. Assessment Year Modifier (AYM) Table
2. Estimated Impact of Additional Depreciation on Total Tax Revenue

cc: Honourable Sonya Savage

Minister of Energy

Honourable Dale Nally

Associate Minister of Natural Gas and Electricity

Paul Wynnyk

Deputy Minister, Municipal Affairs

Ethan Bayne

Assistant Deputy Minister, Municipal Assessment and Grants

**Attachment 1: Assessment Year Modifier (AYM) Table**

<b>Property Type</b>	<b>2019 Assessment Year (2020 Tax Year) AYM</b>	<b>Proposed 2020 Assessment Year (2021 Tax Year) AYM</b>	<b>Per cent Change</b>
Wells	1.192	1.206	1.17
Pipelines	1.024	1.027	0.29
Machinery & Equipment	1.41	1.418	0.57
Electric Power Systems	1.471	1.515	2.99
Telecommunication Carriers	1.154	1.159	0.43
Cable Distribution Undertakings	1.394	1.400	0.43
Railway	1.460	1.471	0.75
Farm land (Dry Arable, Dry Pasture, Woodlot)	1.00	1.000	0
Farm land (Irrigated Arable)	1.03	1.030	0

## Attachment 2: Estimated Impact of Additional Depreciation on Total Tax Revenue

Municipality	Property Tax Revenue 2019 (FIRs)	Property Tax Revenue from Wells and Pipe	Estimated Tax Reduction from Additional Depreciation	Percent of Property Tax Revenue	Estimated Percent Change in Equalized Assessment (rounded)
ACADIA NO. 34, M.D. OF	1,097,009	192,664	- 18,663	-2%	-1%
ATHABASCA COUNTY		7,538,047	- 48,331		0%
BARRHEAD NO. 11, COUNTY OF	8,749,655	1,904,678	- 52,739	-1%	0%
BEAVER COUNTY	13,222,926	4,430,327	- 118,100	-1%	-1%
BIG LAKES COUNTY	23,225,741	10,226,290	- 518,242	-2%	-2%
BIGHORN NO. 8, M.D. OF	6,436,099	761,076	- 4,610	0%	0%
BIRCH HILLS COUNTY	4,931,384	2,271,682	- 116,101	-2%	-2%
BONNYVILLE NO. 87, M.D. OF	62,612,758	23,188,161	- 1,066,337	-2%	-1%
BRAZEAU COUNTY	25,602,864	14,943,250	- 733,630	-3%	-2%
CAMROSE COUNTY	16,004,156	4,480,107	- 134,773	-1%	0%
CARDSTON COUNTY	5,567,506	664,856	- 23,887	0%	0%
CLEAR HILLS COUNTY		9,158,142	- 205,535		-1%
CLEARWATER COUNTY	45,401,740	23,467,762	- 581,550	-1%	-1%
CYPRESS COUNTY	24,556,862	11,138,249	- 887,260	-4%	-3%
FAIRVIEW NO. 136, M.D. OF	5,245,390	1,694,035	- 57,476	-1%	-1%
FLAGSTAFF COUNTY	22,251,563	8,580,794	- 449,401	-2%	-2%
FOOTHILLS COUNTY	35,097,677	2,143,639	- 49,420	0%	0%
FORTY MILE NO. 8, COUNTY OF	7,512,490	2,181,578	- 180,185	-2%	-2%
GRANDE PRAIRIE NO. 1, COUNTY OF	83,366,583	16,738,141	- 513,675	-1%	0%
GREENVIEW NO. 16, M.D. OF	91,686,183	42,678,379	- 941,217	-1%	-1%
KNEEHILL COUNTY	24,547,043	12,754,770	- 648,517	-3%	-2%
LAC LA BICHE COUNTY	63,577,645	19,429,710	- 317,104	0%	0%
LAC STE. ANNE COUNTY	15,385,307	4,291,972	- 111,440	-1%	0%
LACOMBE COUNTY	31,303,213	3,551,682	- 180,010	-1%	0%
LAMONT COUNTY	14,969,863	4,996,309	- 109,066	-1%	-1%
LEDUC COUNTY	49,349,133	2,606,237	- 106,247	0%	0%
LESSER SLAVE RIVER NO. 124, M.D.		4,962,703	- 148,437		-1%
LETHBRIDGE COUNTY	15,711,213	1,214,900	- 64,532	0%	0%
MACKENZIE COUNTY		8,359,150	- 405,606		-1%
MINBURN NO. 27, COUNTY OF	12,996,962	5,639,364	- 152,193	-1%	-1%
MOUNTAIN VIEW COUNTY	29,324,961	12,290,240	- 336,633	-1%	-1%
NEWELL, COUNTY OF	29,653,558	17,085,643	- 1,138,945	-4%	-3%
NORTHERN LIGHTS, COUNTY OF	15,052,814	5,771,551	- 120,562	-1%	-1%
NORTHERN SUNRISE COUNTY		12,987,987	- 565,095		-2%
OPPORTUNITY NO. 17, M.D. OF		33,169,710	- 760,312		-1%

Municipality	Property Tax Revenue 2019 (FIRs)	Property Tax Revenue from Wells and Pipe	Estimated Tax Reduction from Additional Depreciation	Percent of Property Tax Revenue	Estimated Percent Change in Equalized Assessment (rounded)
PAINTEARTH NO. 18, COUNTY OF	14,194,805	3,738,692	- 213,433	-2%	-1%
PARKLAND COUNTY	61,214,785	1,165,661	- 61,628	0%	0%
PEACE NO. 135, M.D. OF	2,987,393	687,907	- 8,538	0%	0%
PINCHER CREEK NO. 9, M.D. OF	12,073,910	1,449,792	- 5,365	0%	0%
PONOKA COUNTY	18,327,449	8,111,369	- 318,756	-2%	-1%
PROVOST NO. 52, M.D. OF	22,818,833	7,893,145	- 351,920	-2%	-1%
RANCHLAND NO. 66, M.D. OF	1,308,394	868,507	- 2,060	0%	0%
RED DEER COUNTY	48,219,259	9,119,060	- 439,454	-1%	-1%
ROCKY VIEW COUNTY	72,603,350	5,176,554	- 113,032	0%	0%
SADDLE HILLS COUNTY	33,069,475	17,691,206	- 439,946	-1%	-1%
SMOKY LAKE COUNTY	9,684,252	4,757,652	- 72,409	-1%	-1%
SMOKY RIVER NO. 130, M.D. OF	7,169,270	2,182,333	- 173,468	-2%	-2%
SPECIAL AREAS BOARD		18,288,507	- 1,209,720		-3%
SPIRIT RIVER NO. 133, M.D. OF	3,036,562	726,749	- 24,983	-1%	-1%
ST. PAUL NO. 19, COUNTY OF	22,402,158	6,852,553	- 615,887	-3%	-2%
STARLAND COUNTY	11,323,618	6,480,441	- 459,260	-4%	-2%
STETTLER NO. 6, COUNTY OF	14,446,812	6,098,789	- 283,768	-2%	-1%
STRATHCONA COUNTY	227,633,022	4,745,503	- 57,678	0%	0%
STURGEON COUNTY	50,308,830	3,979,599	- 129,461	0%	0%
TABER, M.D. OF	15,595,777	5,432,828	- 398,559	-3%	-2%
THORHILD COUNTY		7,273,814	- 91,414		0%
TWO HILLS NO. 21, COUNTY OF	8,303,330	3,290,903	- 185,339	-2%	-1%
VERMILION RIVER, COUNTY OF	24,448,219	11,484,813	- 937,316	-4%	-3%
VULCAN COUNTY	13,168,630	3,058,693	- 246,244	-2%	-2%
WAINWRIGHT NO. 61, M.D. OF	26,980,449	15,618,904	- 350,242	-1%	-2%
WARNER NO. 5, COUNTY OF	6,812,559	1,996,872	- 139,250	-2%	-2%
WESTLOCK COUNTY	11,424,109	2,511,405	- 59,030	-1%	0%
WETASKIWIN NO. 10, COUNTY OF	19,435,477	7,308,311	- 376,726	-2%	-1%
WHEATLAND COUNTY	30,714,588	11,194,869	- 650,964	-2%	-2%
WILLOW CREEK NO. 26, M.D. OF	9,128,538	1,741,419	- 47,170	-1%	0%
WOOD BUFFALO, REGIONAL MUNICIPALITY OF	655,583,267	30,570,285	- 306,017	0%	0%
WOODLANDS COUNTY		6,541,407	- 243,384		-1%
YELLOWHEAD COUNTY	56,380,689	30,572,103	- 529,652	-1%	-1%
<b>Grand Total</b>	<b>2,295,238,107</b>	<b>586,104,431</b>	<b>- 21,407,903</b>	<b>-1%</b>	<b>-1%</b>

Note: total revenue is as reported on submitted financial information returns (FIRs) (blank cells represent FIRs not yet submitted). Tax impacts are an estimated amount only, based on current assessments and current tax rates.



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**AltaGas Utilities Inc. Announces Name Change to Apex Utilities Inc.**

LEDUC, Alberta – November 9, 2020: AltaGas Utilities Inc. announced today it has changed its name to Apex Utilities Inc. (AUI).

The full transition to Apex Utilities Inc. will occur over the next few months, but as of today, AUI will begin operationalizing the new name.

"By changing our name, we are charting a new path with a unique identity and revitalized focus; delivering clean and reliable energy to Alberta homes and businesses," states Leigh Ann Shoji-Lee, interim President at AUI. "Customers can trust Apex Utilities will continue to provide the same reliable, friendly, and local service that we've prided ourselves on for more than 60 years."

Customers of AltaGas Utilities can expect to begin receiving official notification of the name change with their utility bills from Apex Utilities Inc. starting in January 2021.

**About Apex Utilities Inc.:**

Apex Utilities Inc. (AUI) is a provincially-regulated, natural gas distribution utility delivering safe, reliable, clean, and cost-efficient natural gas service to over 80,000 residential, rural, commercial, and industrial customers in more than 90 communities across Alberta. Commencing operations in 1954, with its Head Office located in Leduc, Alberta, AUI operates its gas distribution systems with over 21,000 km of natural gas pipelines and over 700 pressure and regulating stations through a network of 16 district offices.

AUI is an indirect wholly-owned subsidiary of AltaGas Utility Group Inc. which in turn is a wholly-owned subsidiary of TriSummit Utilities (TSU). TSU is a Canadian company with natural gas distribution utilities and renewable power generation assets. TSU serves approximately 130,000 customers, delivering low carbon energy, safely and reliably. For more information visit <https://www.trisummit.ca>.