Tuesday, November 16th, 2021 at 4:30 p.m. Via Zoom

1.	Call to Order		
2.	<u>Agenda</u>	a)	November 16 th , 2021 Regular Council Meeting (that Council approve as is or with additions/deletions as amended)
3.	Minutes: pages 1-5	a)	October 19 th , 2021 Minutes (that Council approve as is or with additions/deletions/changes)
4.	Appointments or Delegation	a) b)	4:45 p.m. Jane Dauphinee Municipal Planning Services (Annexation Application Cost Estimate) 5:15 p.m. James MacDonald, Service Presentation, Northern Lights Library System
5.	Public Hearings	a)	N/A
6.	Bylaws: Bylaw 10-2021 pages 6-14	a)	Procedural Bylaw – Council has reviewed and amended Bylaw 05-2020 in consideration of the Agenda and Order of Business section with regard to time-lines for delegations, reports & documents and agenda release, along with other amendments. As per motion #21-215 attached is the amended Procedural Bylaw 10-2021 presented for first reading. (that Council give first reading to Procedural Bylaw 10-2021 as presented or with amendments)
. a.	Business pages 15-19	a)	Annexation Proposal – Athabasca County (Shank Estates), Council has requested that this item be placed on the agenda for further discussion/consideration. Attached is the Annexation Application Cost Estimate prepared by Municipal Planning Services in late 2020. Note that \$10,000 was budgeted for this project in 2021. Ms. Jane Dauphinee will be speaking to this item. (that Council accept the discussion on the Annexation Application Cost Estimate for information; that Council move forward with Phase for the cost of, or some other direction as given by Council at meeting time)
	November 16 th ,	202	1 Agenda Page 1 5

Tuesday, November 16th, 2021 at 4:30 p.m. Via Zoom

		b)	Northern Lights Library System — at the April 20th, 2021 the following motion was made: "that the Summer Village of Island Lake forward a letter to the Northern Lights Library System notifying of the intent to withdraw from The Northern Lights Library System Master Agreement" in accordance with clause 13.1 — Withdrawal from Agreement; and further, once this Agreement is terminated, and that any future contributions to libraries be forwarded directly to the Athabasca Library" (Motion 21-81). Council opted to withdraw from the Northern Lights Library System because of what was considered the value for dollar at that time. In the existing agreement that we have with the library system, in 2021 the levy for the Summer Village is \$10.46 per capita for a total of \$2,384.88. At the July Council meeting, James MacDonald, the Executive Director and Vicky Lefebvre, Board Chair attended to outline the investment that our dollars represent to the library system. They will be in attendance to provide a Service Presentation. (that in consideration of the value for dollars contributed to the Northern Lights Library System by the Summer Village of Island Lake, that motion #21-81 made April 20th, 2021 be rescinded; or that this motion stands and the Summer Village continues with the withdrawal process or some other direction by Council at meeting time.)
pages	20-49	c)	WSP Canada Inc. – Traffic Study and Safety Recommendations – WSP Canada was contracted to conduct a Traffic Study and Recommendations in late 2020. This traffic study involved conducting a traffic study at two peak times of the year to gain meaningful information about the traffic patterns within the Summer Village. Subsequent to an onsite meeting at Spruce Drive and Lakeshore Drive South, Council requested that Deputy Mayor Fisher review the study and bring low cost recommendations to Council. (direction as given by Council at meeting time.)
		d)	Subdivision & Development Appeal Board Members – this matter was brought forward from the October 19 th , 2021 meeting; SDAB members must take a refresher course every three (3) years to stay current on appeal matters (such as changes in law, planning and/or administration.) We previously appointed Denis Meier, Jason Shewchuk and Jamie Kraley to the Subdivision and Development Board, however would like also

Tuesday, November 16th, 2021 at 4:30 p.m. Via Zoom

		appoint others that have completed the required training to ensure we have quorum for any appeals that we receive. We require Council appointment of the following individuals to sit on the Board for this and any subsequent Hearings: Rainbow Williams, John Roznicki, John McIvor, Gerald Stark and Chris Zaplotinsky. (that Council appoint Rainbow Williams, John Roznicki, John McIvor, Gerald Stark, Denis Meier, Jason Shewchuk, Jamie Kraley and Chris Zaplotinsky to the Subdivision and Development Appeal Board)
pages 50-64	e)	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 2022. The cost has reduced from \$1,352.91 in 2021 to \$1,339.91 in 2022. (approve agreement and authorize execution of both Muniware Software Support Agreement and Software License agreements.)
pages 65-73	f)	Athabasca Regional Waste Management Services Commission — the noted Commission has forwarded correspondence advising of an increase in member requisition and user fees. The increase in requisition is based on user percentages rather than the previous dwelling count scenario, with the Summer Village at a 3.69% share of the membership. The impact in comparison is an increase from \$145 per dwelling count per year to \$159.85, based on the 287 dwelling counts. In discussion with Robert Smith, CAO and Manager of the Commission on November 9 th , it was advised that transfer station attendants estimate the volume as residents come through (\$2.00/bag and between \$15 and \$50 for pick up truck loads), I have asked ARWMSC to quote for door to door cart pickup which certainly would provide a better estimate of volumes. (that Council accept the Athabasca Regional Waste Management Services Commission increase in member requisition for 2022 for information; or some other direction of Council at meeting time)

Tuesday, November 16th, 2021 at 4:30 p.m. Via Zoom

		g)	Next Council Meeting – the next Council meeting is scheduled for December 21 st , 2021. As this is getting close to holiday time, Administration would like to know if Council wishes to cancel the December and continue in January, 2022 or move the meeting back a week to December 14 th ? <i>Council direction at meeting time.</i>
		h)	
		i)	
8.	Financial	a)	Income & Expense Statement – November, 2021
9.	Councillors' Reports		
		a)	Mayor Newton
		b)	Deputy Mayor Fisher
		c)	Councillor Wasmuth
10.	Administration Reports	a) b) c) d)	Community Peace Officer Collaboration — request has been sent for consideration of a virtual meeting of participants prior to the end of the year, however we have no response at agenda preparation time SDAB Appeal — Upheld Development Officer Decision Street Lights — we have requested a "walk through" with a Fortis representative to identify the "dark areas" at which time we will move forward with a plan, if approved. Athabasca Regional Multiplex — Adult Membership Gift Certificates; the Summer Village was initially given 45 certificates on the understanding that we could give away 5 per year. We have record of 8 already utilized; therefore, we have 37 that we may give out at a maximum of 5 per year until they are used. As these are yearly permits, we would like to begin advertising immediately for 2022; on the website, perhaps All-Net notification and on the facebook page.
11.	Communication and Correspondence page 74	a)	Government of Canada - \$1,741.00 received through the Canada Summer Jobs Grant, October 18, 2021

Tuesday, November 16th, 2021 at 4:30 p.m. Via Zoom

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

14.	Adjournment		
13.	Closed Session		
		g)	
		f)	
	pages 81-82	e)	Development Officer's Report
	page 78-80	d)	21DP11-04 - Construction of an addition to an existing single family dwelling, 26 Lakeshore Drive
	page 77	c)	Summer Villages of Alberta – Nomination to the AUMA Board of Directors, Oct. 27/21
pages 75-76 b) Fortis Alberta Update for Government and Stakeho		Fortis Alberta - Update for Government and Stakeholders, Oct. 26/21	

Next Meetings:

December 21st, 2021 (pending)

January 18th, 2022 February 15th, 2022 March 15th, 2022 April 19th, 2022

Council:

Mayor Chad Newton

Deputy Mayor Alan Fisher Councillor John Wasmuth

Administration:

Chief Administrative Officer, Wendy Wildman

Administrative Assistant, Diane Wannamaker

Public at Large:

0 in person / 4 via zoom

1.	CALL TO ORDER	Mayor Newton called the meeting to order at 4:35 p.m.
2.	AGENDA 21-212	MOVED by Mayor Newton that the October 19 th , 2021 Agenda be approved with the following additions: 7.j) Street Lights 7.k) Annexation Proposal 7.l) Back Alley Realignment CARRIED
3.	MINUTES 21-213	MOVED by Deputy Mayor Fisher that the September 21 st , 2021 Council Meeting Minutes be approved as presented. CARRIED
4.	APPOINTMENTS	N/A
5.	PUBLIC HEARINGS	N/A
6.	BYLAWS Bylaw 10-2021 21-214	MOVED by Mayor Newton that Administration remove references to Council committee meetings in proposed Bylaw 10-2021 and further draft a new Bylaw referencing Council committee meeting procedures separately and bring the Bylaw back to Council at a later date. CARRIED

21-215	MOVED by Mayor Newton that Administration make the changes to Bylaw 10-2021 as directed by Council, and bring the Bylaw back to the next Council meeting for first reading. CARRIED
21-216 Bylaw 11-2021	MOVED by Councillor Wasmuth that Bylaw 11-2021, being a Bylaw to rescind Bylaw 06-2020, Temporary Mandate the Wearing of Face Coverings be given 1 st reading.
	CARRIED
21-217	MOVED by Deputy Mayor Fisher that Bylaw 11-2021 be given second reading.
	CARRIED
21-218	MOVED by Mayor Newton that Bylaw 11-2021 be considered for third reading.
	CARRIED UNANIMOUSLY
21-219	MOVED by Mayor Newton that Bylaw 11-2021 be given third and final reading.
	CARRIED
21-220 Bylaws 09-2012 & 07- 2018	MOVED by Councillor Wasmuth that Bylaws 09-2012 and 07-2018 be reviewed with the objective of consolidating and updating relative to road use and limiting parking of RV's and other encorachments on roadways, and further that the new Bylaw be brought back to a future Council meeting for consideration.
	CARRIED
T DUOINEGE	
7. BUSINESS 21-221	MOVED by Mayor Newton that Administration respond to James MacDonald, Executive Director for Northern Lights Library System and provide two future Council meeting dates to accommodate the Service Presentation request.
	CARRIED
21-222	MOVED by Mayor Newton that Council proceed with adjusting the drainage at 179 Lakeshore Drive South as discussed.
	CARRIED

21-223	MOVED by Mayor Newton that Councillor Fisher review the WSP Traffic Study and Safety Recommendations to determine what low cost recommendations are appropriate and bring back to the next Council meeting.
	CARRIED
21-224	MOVED by Councillor Wasmuth that Administration request further information on the Subdivision and Appeal Board members with respect to training, experience etc. prior to appointment to the Board.
	CARRIED
21-225	MOVED by Mayor Newton that the Summer Village of Island Lake continue to collaborate with Athabasca County and other participants on the shared services of a Community Peace Officer and request that a virtual meeting with all participants be
	scheduled prior to the end of the year. CARRIED
21-226	MOVED by Mayor Newton that Administration review the required changes on the Island Lake website and bring this back to a future Council meeting for review, and further that future updates take place within two weeks.
	CARRIED
21-227	MOVED by Mayor Newton that the Fortis franchise fee rate rider for the Summer Village of Island Lake will remain at 0% for 2022.
	CARRIED
21-228	MOVED by Mayor Newton that due to personal circumstances, the fact that tax payment was one day late and property taxes have historically been paid on time, the tax penalty applied to 17 Moose Avenue be reversed.
	CARRIED
21-229	MOVED by Mayor Newton that Administration contact the Fortis representative for the area to set up a walk-through appointment in the Village with Council to ascertain where street lights may be requested for lighting improvements.
	CARRIED
21-230	MOVED by Mayor Newton that Administration invite Municipal Planning Services to a future Council meeting to discuss the annexation proposal with a view towards amending the proposal, accepting the proposal or cancelling the project.
	CARRIED

	21-231	MOVED by Mayor Newton that Administration proceed with engaging a company to complete property appraisals on the land involved in the back alley realignment between Tranquille Drive and Elk Avenue, as well as approach the Landman contracted to work on this project to see if there is any information they wish to see included in the appraisals. CARRIED
0	FINANCIAL DEDORT	
8.	FINANCIAL REPORT 21-232	MOVED by Mayor Newton that the Financial Report presented be accepted with amendments as discussed. CARRIED
9.	COUNCIL REPORTS	
3.	21-233	MOVED by Deputy Mayor Fisher that the Council reports be accepted as presented. CARRIED
10.	ADMINISTRATION	
	REPORTS 21-234	MOVED by Mayor Newton that the Administration Reports be accepted as presented. CARRIED
Ву		
11.	INFORMATION & CORRESPONDENCE 21-235	MOVED by Mayor Newton that the following correspondence and Information Items be accepted as presented: - Proposed Fortis Alberta 2022 Distribution Rates Letter - 21DP10-04, Construction of an accessory building, 9 Irene Avenue - Municipal Indicator Results - Apex Utilities Inc., Total Revenues Derived from Delivery Tariff - Government of Alberta, Statement of Deposit \$538 for FCSS October payment CARRIED
		CARRIED
	CLOSED MEETING	
	CLOSED MEETING 21-236	MOVED by Councillor Wasmuth that pursuant to section 197(2) of the Municipal Government Act, and Section 17 of the Freedom



13.	ADJOURNMENT	The meeting adjourned at 8:00 p.m.
		CARRIED
	1	Village of Island Lake website, AUMA website, ADOA website and the Local Government Administration Association of Alberta website.
	d d	on or before October 26 th , 2021, stating the closing date to be "until a suitable candidate is found" in the Town & Country Today, Alberta Weekly Newspaper Association (Province wide), Summer
	21-228	MOVED by Councillor Wasmuth that Council budget \$3,000 for advertising for a new Development Officer for the Summer Village of Island Lake and that Administration place/replace modified ads
		The meeting recessed from 7:42 p.m. to 7:47 p.m.
		CARRIED
	21-237	MOVED by Mayor Newton that Council come out of closed session at 7:42 p.m.
		Diane Wannamaker
		John Wasmuth Wendy Wildman
		Chad Newton Alan Fisher
		The following individuals were present for the Closed Meeting:
		The meeting recessed from 7:29 p.m. to 7:34 p.m.
		CARRIED
	i/A	- Legal – FOIPP Act Section 27
		of Information and Protection of Privacy Act (FOIPP) – Disclosure Harmful to Personal Privacy, that Council go into a closed meeting session at 7:29 p.m. to discuss the following item:

<u></u>	Mayor, Chad Newton
Chief Administrative Of	fficer. Wendy Wildman



A BYLAW OF THE SUMMER VILLAGE OF ISLAND LAKE IN THE PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND CONDUCT OF COUNCIL 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 Meetings in the Summer Village of Island Lake:

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

Citation

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

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 Summer Village of Island Lake;
 - c) "Chair" means the Mayor, Deputy Mayor or other person authorized to preside over a Meeting;
 - d) "Closed Session" means a portion of a Meeting of Council without the presence of the public, except for those invited by Council, where the matter to be discussed falls within one of the exceptions to disclosure in Division 2 of Part 1 of the FOIPP Act; at which no resolution or Bylaw may be passed, except a resolution to revert to a Meeting held in
 - e) "Council" means the Mayor and Councillors of the Summer Village of Island Lake for the time being elected pursuant to the provisions of the Local Authorities Election Act and the Municipal Government Act whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - "Delegation" means any person that has permission of Council or the CAO to appear before Council to provide pertinent information and views about the subject before Council;
 - g) "Deputy Mayor" shall mean the member selected by Council to preside at a Meeting of Council in the absence of the Mayor, who shall have the duties and obligations prescribed by the Municipal Government Act;

- h) "FOIPP" means the *Freedom of Information and Protection of Privacy Act of Alberta*.
- "Mayor" shall mean the member selected by Council at the annual organizational Meeting to hold that position and to preside at Meetings of Council;
- j) "Member" means a Councillor;
- k) "Meetings" means Meetings of Council;
- "Municipality" means the Municipality of the Summer Village of Island Lake, a municipal corporation in the Province of Alberta and includes the area contained within the boundaries of the Municipality;
- m) "Public Hearing" is a pre-advertised segment of the Council Meeting that Council is required to hold pursuant to the provisions of the *Municipal Government Act* or another enactment; and
- n) Quorum" means the minimum number of Members that must be present at a Meeting for business to be legally transacted.

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. A Member may participate in any Meeting through electronic means and, when they do so, they are deemed to be present at the Meeting.
- 6. 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*.

Council Meetings

- 7. The regular Meetings and times of Council shall be established by resolution of Council at its annual organizational Meeting.
- 8. 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 accordingly.
- 9. Council by resolution, may establish other Council Meeting dates.
- 10. Quorum for a Meeting of Council is as set out in the *Municipal Government Act*.

- 11. 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.
- 12. 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.
- 13. 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.

Agendas and Order of Business

- 14. Prior to each Council Meeting, the CAO shall prepare a statement of the order of business to be known as the "agenda" of all matters to be brought before the Meeting. To enable the CAO to do so, all reports and other supporting documents intended to be dealt with at the Council Meeting, including applications by Delegations to be heard, shall be received by the CAO not later than 1:00 p.m. on a Business Day at least five (5) Business Days before the Council Meeting.
- 15. 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 upon the approval of Council and 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.
- 16. The CAO shall place at the disposal of each Council Member a copy of the Agenda for the Meeting and all supporting materials not later than 4:30 p.m. two (2) Business Days before the Meeting.
- 17. The business intended to be dealt with at a Council Meeting shall be stated in the agenda in the following order of business where applicable:
 - a) Call to Order
 - b) Adoption of Agenda
 - c) Adoption of Minutes
 - d) Delegations
 - e) Public Hearings
 - f) Bylaws



- Business q)
- h) Financial
- i) Council Reports
- j) Administrative Reports
- k) Correspondence
- I) Closed Session
- m) Adjournment
- 18. 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.
- 19. 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

- 20. No Member or Delegation may speak at a Meeting until recognized by the Chair.
- 21. 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.
- 22. Unless otherwise determined by the Chair, no matter may be debated or voted on at a Council meeting unless it is in the form of a motion.
- 23. A Member may move a motion whether or not the Member intends to support it.
- 24. A motion does not require a seconder.
- 25. The Chair may enter into any debate and propose motions in the same manner as any Member without relinquishing conduct of the Meeting.
- 26. 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.
- 27. Voting on all matters shall be done by raising of the hand or any other clear manner that they may be easily counted by the Chair
- 28. 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.
- 29. 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.
- 30. When required to do so by the *Municipal Government Act*, Council will provide reasons why a motion was defeated.
- 31. 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;
- 32. 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.
- 33. 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.
- 34. 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.
- 35. Before going into a Closed Session of a Meeting, a motion must be approved that identifies the basis on which, under an exception to disclosure in Division 2 of Part 1 of the FOIPP Act, the part of the Meeting that is to be closed. No 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.

- 36. 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

- 37. A Delegation seeking to be heard at a Council Meeting shall apply by addressing a letter or other written communication to the CAO briefly outlining the subject to be discussed. The letter shall contain the full name of the writer, the postal address and/or the email of the writer, and shall include any documents that the Delegation wishes the Members to consider at the Meeting. If the Delegation wishes to appear in person or virtually before Council on the matter, it shall be so stated in the letter. The application letter must be delivered, mailed or emailed to the CAO. The letter must be received by the CAO on or before 1:00 p.m. on a business day at least five (5) Business days immediately preceding the Meeting at which it is to be presented.
- 38. A Delegation that has properly applied to be heard shall be added to the Meeting agenda. If more than one Delegation applies to be heard on substantially the same issue the CAO, in consultation with Council, may deny an application by any Delegation whose presentation, in the opinion of the CAO and Council, will substantially duplicate that of another Delegation.
- 39. 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.
- 40. Where a Delegation consists of more than one person, only one person may speak on behalf of the Delegation or as determined by the Chair or Council at Meeting time.
- 41. A Delegation may not bring substantially the same question or issue before a Council Meeting more than three (3) times within a 12-month period unless, in the opinion of Council, new and compelling information comes to light which would warrant the Delegation to speak additional times within the 12-month period.

- 42. Delegations that have not applied to be heard in accordance with Section 45 may, in the sole discretion of the Chair, be granted a brief opportunity to outline the matter they wish to present to the Council Meeting and following that outline, the Members shall determine if the Delegation is to be granted time to present the matter outlined.
- 43. 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

- 44. After each Council Meeting, the CAO shall prepare a statement of what was done at the Meeting which will be known as the "minutes" of the Meeting. The minutes will be the written record of the proceedings of the Meeting and will be a record of what was done at the Meeting, and not what was said at the Meeting.
- 45. A copy of the unapproved minutes will be sent to Council within five (5) Business Days and posted to the website as unapproved within ten (10) Business Days. Once the minutes have been approved at a subsequent Council Meeting, the approved minutes will be posted to the website within three (3) Business Days.
- 46. The CAO may delegate any duties related to the preparation of the Council Meeting Minutes to a recording secretary.
- 47. 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

- 48. 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.
- 49. Every Bylaw shall have three readings.
- 50. After a Councillor has made the motion of the first or second reading of the Bylaw, Council may:
 - a) debate the substance of the Bylaw; and
 - b) propose and consider amendments to the Bylaw.

BYLAW NO. 10-2021



Municipal Government Act RSA 2000 Chapter M-26 Part 5, Section 145

- 51. 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.
- 51. 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*.
- 53. Unless the Councillors present at a Council Meeting unanimously agree that a Bylaw may be presented to Council for a third reading at the same Meeting at which it has received two readings, the Bylaw shall not be given more than two readings at one Council meeting.
- 54. 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.

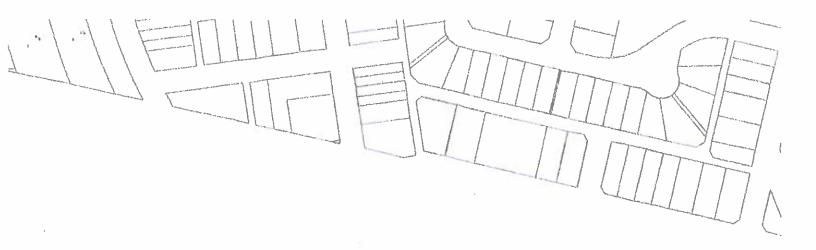
General

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

READ a first time this 16 th day of Novemb	er, 2021.
	Mayor, Chad Newton
	Chief Administrative Officer, Wendy Wildman

Municipal Government Act RSA 2000 Chapter M-26 Part 5, Section 145

READ a second time this	day of	, 2021.	
			Mayor, Chad Newton
		Chief Administrative Of	ficer, Wendy Wildman
READ a third and final time this	day of	, 2021.	
			Mayor, Chad Newton
	_	Chief Administrative Of	ficer, Wendy Wildman



ANNEXATION APPLICATION COST ESTIMATE

10 DECEMBER 2020 | SUMMER VILLAGE OF ISLAND LAKE

It is the intent of Municipal Planning Services to enter into an updated formal agreement with the Summer Village of Island Lake based on the services described within this cost estimate.

Jane Dauphinee RPP, MCIP

Principal + Senior Planner



PROJECT UNDERSTANDING

The Summer Village of Island Lake has requested a cost estimate from Municipal Planning Services (2009) Ltd. (MPS) to undertake preliminary research and engagement, and to prepare an application for annexation of lands currently within Athabasca County. This cost estimate includes two phases — <u>preliminary research and engagement</u>, and <u>application preparation</u>. For the application preparation phase, we have planned for two scenarios (<u>uncontested</u> and <u>contested</u> annexation applications).

Phase 1 – Preliminary Research and Engagement

For this phase, MPS will undertake a focused review of the Summer Village and County's planning documents (e.g. Intermunicipal Development Plans, Municipal Development Plans, and Land Use Bylaws) to identify relevant annexation criteria that may apply to this proposed annexation.

MPS will work with the Summer Village to develop a plan to engage Athabasca County, in order to determine the County's level of support and/or potential conditions for the proposed annexation. It is understood that Council may decide to not proceed with the annexation application based on responses from the County and/or preliminary research findings.

It is assumed that for this phase of the project, all meetings will be held virtually via Zoom (or the municipalities' method of choice).

Costs for **Phase 1** of the project are estimated to be as follows:

	JANE DAUPHINEE	BRAD MACDONALD	KYLE MILLER	DISBURSEMENTS
	PLANNER	PLANNER	PLANNER	
BILLING RATE	\$1 40. 00	\$120,00	\$100.00	
TRAVEL RATE (2/3)	\$93. 33	\$80.00	\$66. 67	
Travel			<u> </u>	
NUMBER OF TRIPS	0	0	0	
DURATION (HOURS)	0	0	0	\$0
TRAVEL COSTS	\$0.00	\$0.00	\$0.00	
		TOTA	L TRAVEL COSTS	\$0.00
Virtual Meetings with Council,	Administration, and Coun	ty		
NUMBER OF MEETINGS	3	0	3	
DURATION (HOURS)	6	0	6	\$0
MEETING COSTS	\$840.00	\$0.00	\$600.00	
		TOTAL	MEETING COSTS	\$1,440.00
Application Reports				
WRITING/REPORTS (HOURS)	5	10	10	
MAPPING/GRAPHICS (HOURS)	0	2	0	\$200
PLANNING COSTS	\$700.00	\$1,440.00	\$1,000.00	
		TOTAL P	LANNING COSTS	\$3,340.00
		Total Cost Estimate	(WITHOUT GST):	\$4,780.00
		Total Cost Estim	nate (WITH GST):	\$5,019.00

Phase 2 - Application Preparation

We will work with the Summer Village of Island Lake to inform and engage the affected landowners of the Summer Village's annexation intentions. We propose to hold a virtual meeting with affected landowners and representatives of the County to discuss the application, what it will mean for the landowners, and their rights and options going forward with this project.

We will prepare the annexation application for the Summer Village. This will include reviewing relevant information (e.g. statutory plans, bylaws, etc.) and relevant servicing studies (where available and required). We will also prepare the required information maps to accompany the application.

We will circulate the annexation application to local stakeholders (i.e. Alberta Transportation, School Division, etc.) and will incorporate their responses into the annexation application.

We will submit the completed application to the Municipal Government Board for review.

Should the application be uncontested, or should the Municipal Government Board determine that there is general consensus for the annexation, an additional public open house may not be required.

However, should the application be contested, or if the Municipal Government Board determines that there is not general consensus on this application, additional public meetings will be required to continue the annexation application. We will represent the Summer Village at all required public meetings. Following the public meetings, we will prepare a report for Summer Village Council detailing the results of the public and agency engagement. We will provide advertisements to the Summer Village and information bulletins to be distributed to Summer Village residents, adjacent landowners in the County, and agencies.

Costs for Phase 2 of the project (if not contested) are <u>in addition to</u> the costs identified for Phase 1, and are estimated to be as follows:

Emily to the particular and the contract	VIII ANGELIGICA DI CENTRALIO	vacana estillation de la Colonia	III PARTICULAR IN	11 - Sept. 11 - 12 - 12
	JANE DAUPHINEE	BRAD MACDONALD	KYLE MILLER	DISBURSEMENTS
والمحار والتراعدون	PLANNER	PLANNER	PLANNER	
BILLING RATE	\$140.00	\$120.00	\$100.00	
TRAVEL RATE (2/3)	\$93. 33	\$80.00	\$66. 67	
Travel				
NUMBER OF TRIPS	0	0	0	
DURATION (HOURS)	0	0	0	\$0
TRAVEL COSTS	\$0.00	\$0.00	\$0.00	
		TOTA	L TRAVEL COSTS	\$0.00
Virtual Meetings with Council,	Administration, Landown	ers, and County		
NUMBER OF MEETINGS	4	0	4	
DURATION (HOURS)	12	0	12	\$0
MEETING COSTS	\$1,680.00	\$0.00	\$1,200.00	
		TOTAL	MEETING COSTS	\$2,880.00
Application Reports				
WRITING/REPORTS (HOURS)	20	20	30	
MAPPING/GRAPHICS (HOURS)	0	6	0	\$200
PLANNING COSTS	\$2,800.00	\$3,120.00	\$3,000.00	
MANAGEMENT STATES	A SECTION OF THE RESERVE OF THE RES	TOTALP	LANNING COSTS	\$9,120.00
		Total Cost Estimate	(WITHOUT GST):	\$12,000.00
		Total Cost Estin	nate (WITH GST):	\$12,600.00

Costs for Phase 2 of the project (if contested) are <u>in addition to</u> the costs identified for Phase 1, and are estimated to be as follows:

	JANE DAUPHINEE	BRAD MACDONALD	KYLE MILLER	DISBURSEMENTS
	PLANNER	PLANNER	PLANNER	
BILLING RATE	\$140.00	\$120.00	\$100.00	
TRAVEL RATE (2/3)	\$93. 33	\$80.00	\$66. 67	
Travel				
NUMBER OF TRIPS	0	0	0	
DURATION (HOURS)	0	0	0	\$0
TRAVEL COSTS	\$0.00	\$0.00	\$0.00	
and the second second second		TOTA	L TRAVEL COSTS	\$0.00
Virtual Meetings with Council, A	dministration, Landown	ers, and County		
NUMBER OF MEETINGS	8	0	8	
DURATION (HOURS)	24	0	24	\$0
MEETING COSTS	\$3,360.00	\$0.00	\$2,400.00	
enterlativisco el regionación sicolo care		TOTAL	MEETING COSTS	\$5,760.00
Application Reports				
WRITING/REPORTS (HOURS)	25	30	50	
MAPPING/GRAPHICS (HOURS)	0	10	0	\$200
PLANNING COSTS	\$3,500.00	\$4,800.00	\$5,000.00	
· · · · · · · · · · · · · · · · · · ·		TOTAL P	LANNING COSTS	\$13,500.00
		Total Cost Estimate	(WITHOUT GST):	\$19,260.00
		Total Cost Estim	nate (WITH GST):	\$20,223.00

DELIVERABLES

Municipal Planning Services will provide the Summer Village of Island Lake with the following deliverables as a part of this project:

- · Public notices and engagement materials;
- Facilitation of public engagement meetings;
- · A completed engagement summary report;
- · A completed annexation application package for submission to the Municipal Government Board; and
- Representation of the Summer Village at meetings with the County, Municipal Government Board, and landowners.

3

BILLING RATES

Our 2020 - 2021 rates for personell assigned to this project will be as follows:

PROJECT STAFF	ROLE	HOURLY RATE
Jane Dauphinee	Principal and Senior Planner	\$140
Brad MacDonald	Planner	\$120
Kyle Miller	Planner	\$100

For project travel, we will charge the Summer Village 2/3rd of our normal billing rate.

MEETINGS AND ENGAGEMENT

MPS respectfully reserves the right to limit in-person meetings due to COVID-19 in situations where our presence in the Summer Village might create an unnecessary health risk for our staff, Summer Village Administration, Council, or residents.

Through 2020, our staff has successfully hosted meetings with municipal Administrations and Councils for statutory plan and Land Use Bylaw projects, and has undertaken online public engagement in the form of newsletters, surveys, webinars, and recorded presentations.

Should the Summer Village chose to have some meetings held in person, the overall cost estimate would be increased based on our staff members' travel billing rates, as well as applicable mileage and disbursement expenses.

ADDITIONAL WORK

MPS will work diligently to adhere to the agreed upon estimate for the project. Except as otherwise noted below, the cost to the Summer Village of Island Lake for the work described shall not exceed the estimate given above unless additional out-of-scope work or meetings are requested in writing by the Summer Village of Island Lake.

If supporting documentation is required to support the annexation application (e.g. engineering reports, wetland assessment, financial impact assessment, etc.), this shall be considered outside the scope of the project. MPS will work with the Summer Village to identify qualified professionals to complete this work, if required.

CLOSURE

Thank you for the opportunity to prepare this cost estimate for the Summer Village of Island Lake.

Sincerely,

JANE DAUPHINEE, RPP, MCIP

Principal + Senior Planner Phone: 780-486-1991

Email: j.dauphinee@munplan.ab.ca





SUMMER VILLAGE OF ISLAND LAKE ATHABASCA COUNTY, AB

SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH SPEED STUDY AND SAFETY REVIEW

SEPTEMBER 15, 2021







Draft Print

2021-09-15 9:40:57 PM



SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH SPEED STUDY AND SAFETY REVIEW

SUMMER VILLAGE OF ISLAND LAKE

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

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

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



REVISION HISTORY

FIRST ISSUE

Draft report for rev	iew.	
Reviewed by	Approved By	
James Sun		
		<u>'</u>
Reviewed by	Approved By	·
Reviewed by	Approved By	
	Reviewed by James Sun Reviewed by	James Sun Reviewed by Approved By



SIGNATURES

PREPARED BY	
James Gillies, E.I.T. Area Manager	Date
REVIEWED BY	
James Sun, M.Sc., P.Eng., PTOE, RSP1 Project Engineer	Date
APPROVED BY	
Chantel Goutier, P.Eng. Project Engineer	Date

WSP Canada Inc. prepared this report solely for the use of the intended recipient, Summer Village of Island Lake, in accordance with the professional services agreement. The intended recipient is solely responsible for the disclosure of any information contained in this report. The content and opinions contained in the present report are based on the observations and/or information available to WSP Canada Inc. at the time of preparation. If a third party makes use of, relies on, or makes decisions in accordance with this report, said third party is solely responsible for such use, reliance or decisions. WSP Canada Inc. does not accept responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken by said third party based on this report. This limitations statement is considered an integral part of this report.

The original of this digital file will be conserved by WSP Canada Inc. for a period of not less than 10 years. As the digital file transmitted to the intended recipient is no longer under the control of WSP Canada Inc., its integrity cannot be assured. As such, WSP Canada Inc. does not guarantee any modifications made to this digital file subsequent to its transmission to the intended recipient.





Draft Print2021-09-15 9:40:57 PM

TABLE OF CONTENTS

1	INTRODUCTION1
1.1	BACKGROUND1
1.2	PURPOSE AND SCOPE1
2	STUDY AREAS1
2.1	SPRUCE DRIVE1
2.2	LAKESHORE DRIVE SOUTH2
3	SPEED STUDY REVIEW3
3.1	SPEED LIMIT SETTING METHODOLOGY3
3.2	COUNT DATA3
3.3	SPEED STUDY RESULTS5
4	EXISTING SAFETY REVIEW6
4.1	SITE 1. SPRUCE DRIVE6
4.2	SITE 2. LAKESHORE DRIVE SOUTH - 17
4.3	SITE 3. LAKESHORE DRIVE SOUTH - 28
5	KEY ISSUES AND RECOMMENDATIONS 9
5.1	SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH9
5.2	SPRUCE DRIVE10
5.3	LAKESHORE DRIVE SOUTH10
6	HIGH LEVEL CONSTRUCTION COSTS 11









Draft Print

2021-09-15 9:40:58 PM

TABLES

TABLE 3-1: AVERAGE 24-HOUR TRAFFIC COUNT	
DATA	5
TABLE 3-2: SPEED STUDY RESULTS	5
TABLE 6-1: CONSTRUCTION COST ESTIMATES	11

FIGURES

FIGURE 1: STUDY AREAS	2
FIGURE 2: RADAR COUNTER LOCATIONS	
FIGURE 3: LOOKING NORTH EAST TOWARD SITE	16
FIGURE 4: LOOKING EAST FROM SITE 2	7
FIGURE 5: LOOKING NORTH FROM SITE 3	Я

APPENDICES

APPENDIX A SPEED STUDY DATA SUMMARY
APPENDIX B PROPOSED IMPROVEMENTS
APPENDIX C CURVE REALIGNMENTS









1 INTRODUCTION

1.1 BACKGROUND

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

1.2 PURPOSE AND SCOPE

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

The following scope activities were conducted:

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

2 STUDY AREAS

2.1 SPRUCE DRIVE

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



2021-09-15 9:40:58 PM

2.2 LAKESHORE DRIVE SOUTH

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

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



Figure 1: Study Areas





3 SPEED STUDY REVIEW

3.1 SPEED LIMIT SETTING METHODOLOGY

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

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

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

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

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

3.2 COUNT DATA

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

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



Draft Print

2021-09-15 9:40:58 PM



Figure 2: Radar Counter Locations

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

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

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

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

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

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





2021-09-15 9:40:58 PM

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

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

3.3 SPEED STUDY RESULTS

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

Table 3-2: Speed Study Results

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

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

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

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

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





2021-09-15 9:40:58 PM

4 EXISTING SAFETY REVIEW

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

4.1 SITE 1. SPRUCE DRIVE

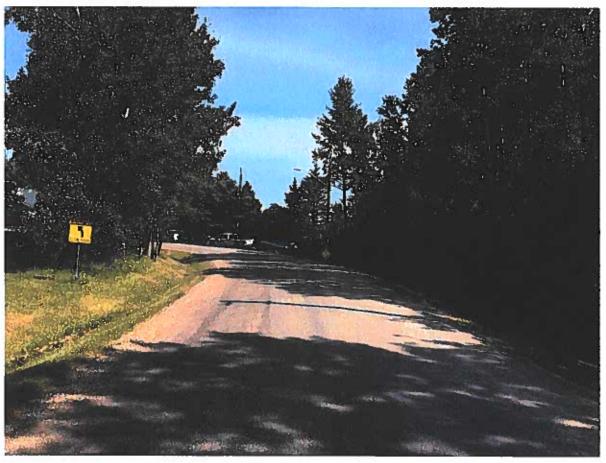


Figure 3: Looking north east toward site 1

The issues associated with segment include:

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

2021-09-15 9:40:58 PM

4.2 SITE 2. LAKESHORE DRIVE SOUTH - 1



Figure 4: Looking east from Site 2

The issues associated with segment include:

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

Page 7 32



2021-09-15 9:40:58 PM

4.3 SITE 3. LAKESHORE DRIVE SOUTH - 2

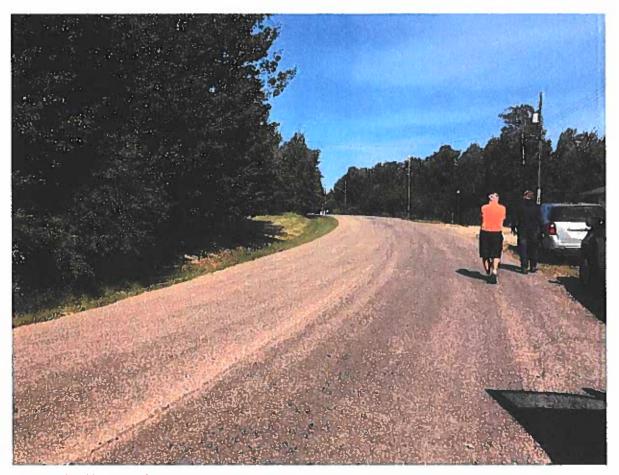


Figure 5: Looking north from site 3

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





5 KEY ISSUES AND RECOMMENDATIONS

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

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

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

5.1 SPRUCE DRIVE AND LAKESHORE DRIVE SOUTH

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

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





2021-09-15 9:40:58 PM

5.2 SPRUCE DRIVE

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

5.3 LAKESHORE DRIVE SOUTH

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





2021-09-15 9:40:58 PM

6 HIGH LEVEL CONSTRUCTION COSTS

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

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

Table 6-1: Construction Cost Estimates

Item	Qty	Unit	Unit Price	Amount
1. Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines) ¹	3.25	km	\$1,000.00	\$3,250.00
2. Supply and Install Flashing Speed Display Board with Speed Limit Sign ²	3	each	\$6,000.00	\$18,000.00
3. Vegetation Clearing ³	0.1	ha	\$15,000.00	\$1,500 00
4. Speed Humps with Signage ⁴	2	each	\$1,400.00	\$2,800 00
5. Chevron Signs ⁵	2	each	\$500.00	\$1,000 00
6. Shared Use Lane Signs ⁶	2	each	\$500.00	\$1,000 00
Subtotal				\$27,550.00
Add 25% Contingency	\$6,887.50			\$6,887.50
10% Engineering	\$2,755.00			
"A" Estimate Total	\$37,192.5			\$37,192.50

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



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

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

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

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

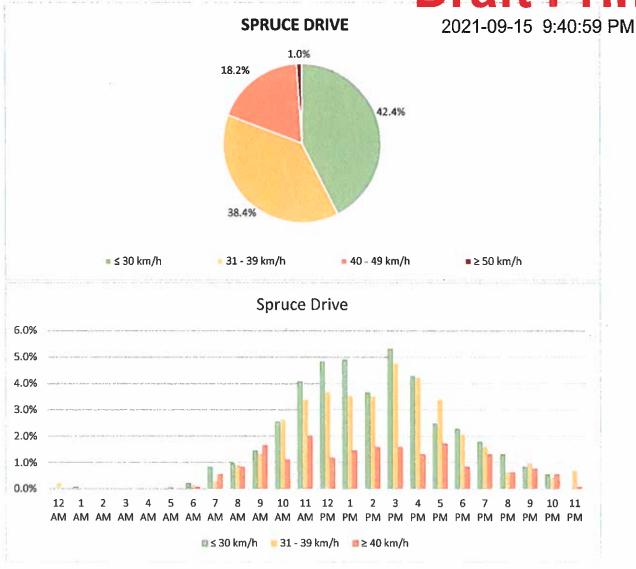
⁶Cost estimate does not include additional 30 km/hr speed limit sign (if required) at the entrance of Lakeshore Drive South,

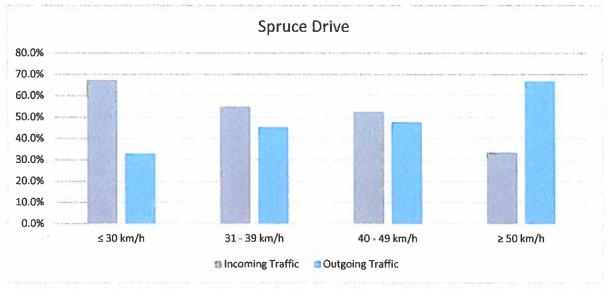
2021-09-15 9:40:59 PM

APPENDIX

A

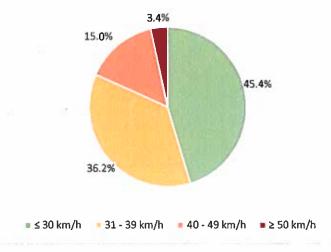
SPEED STUDY DATA SUMMARY

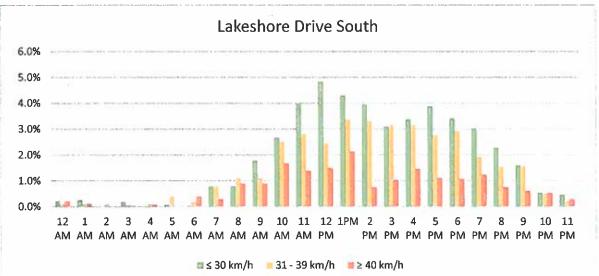


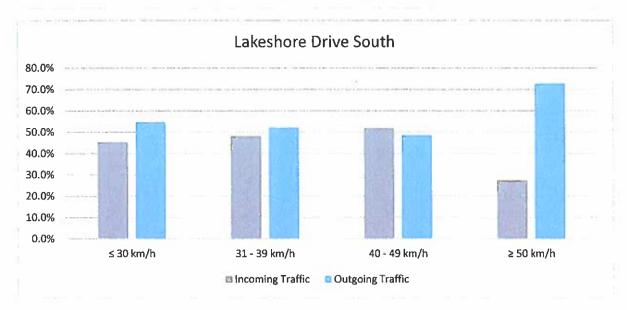


Lakeshore Drive South

2021-09-15 9:40:59 PM







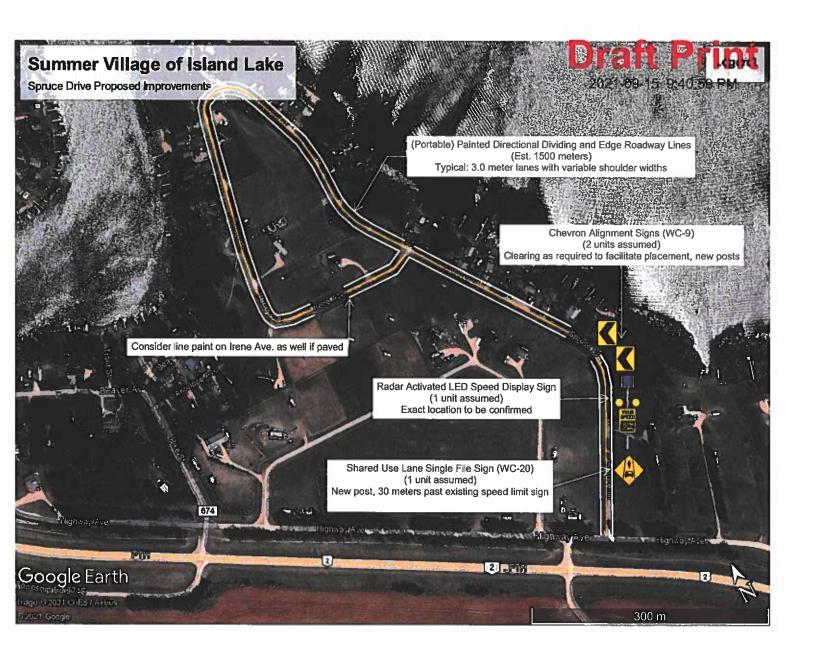
2021-09-15 9:40:59 PM

APPENDIX

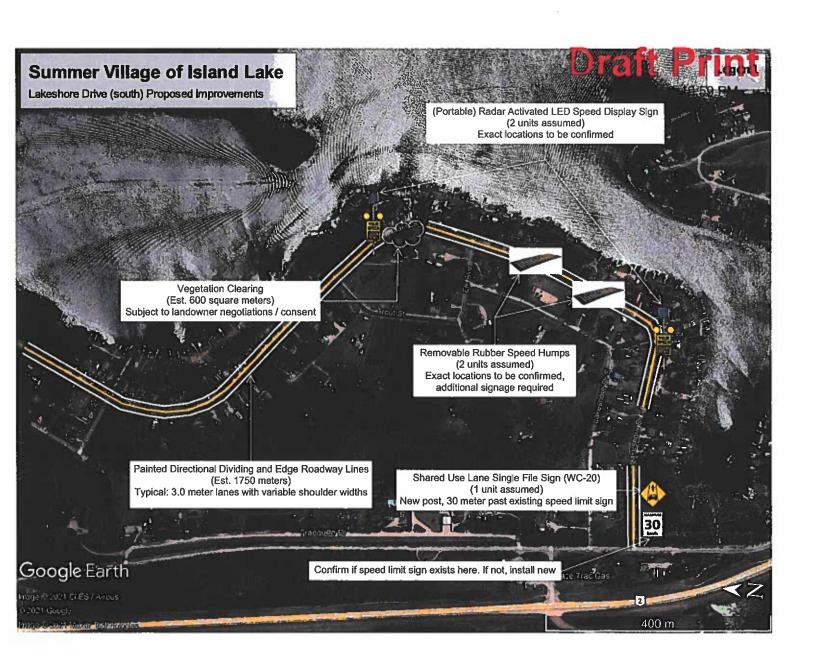
B

PROPOSED IMPROVEMENTS











2021-09-15 9:40:59 PM

APPENDIX

C CURVE REALIGNMENTS





2021-09-15 9:40:59 PM

PROJECT #: 201-08815-00

PROJECT:	Lakeshore Drive South Realignment
CLIENT:	Summer Village of Island Lake

0+000 0+247 TO:

DESCRIPTION OF WORK Realignment and Other Work

ESTIMATE TYPE

"A"

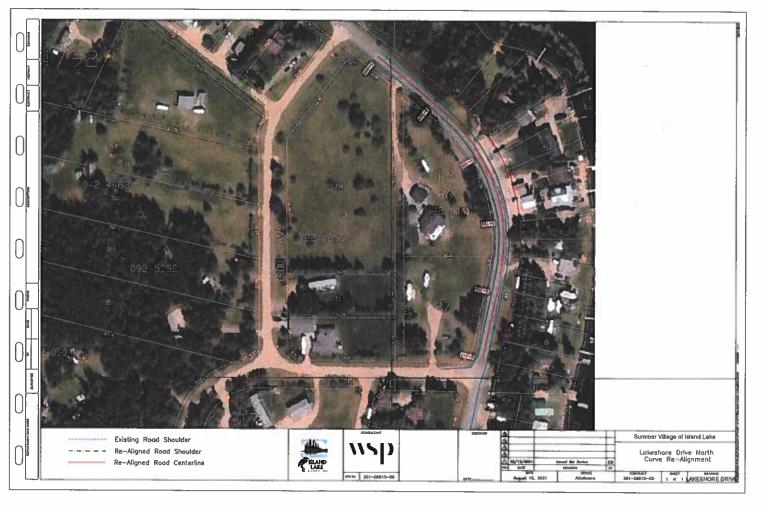
CEB CODE #	BID ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	AVERAGE UNIT PRICE	AVERAGE COST	PROJECTED UNIT PRICE	PROJECTED COST
X100	Mobilization	lump sum	10%	11.59	\$13,223.73		\$19,730.00
G101	Clearing and Mulching	hectare	0.1	\$8,925.89	\$892.59	\$10,000.00	\$1,000.00
Q554	Cold Milling Asphalt Pavement	square metre	1,800.0	\$2.45	\$4,410.00	\$5.00	\$9,000.00
G225	Common Excavation	cubic metre	2,000.0	\$5.47	\$10,940.00	\$10.00	\$20,000.00
G220	Channel Excavation	cubic metre	40.0	\$13.22	\$528.80	\$20.00	\$800.00
D105	Culverts - Remove and Dispose (C.S.P.) (over 700 mm dia.)	metre	25.0	\$127.91	\$3,197.75	\$150.00	\$3,750.00
D430	Culverts - Supply and Install (900 mm dia. C.S.P.)	metre	25.0	\$663.33	\$16,583.25	\$650.00	\$16,250.00
E435	Erosion Control Barrier (Silt Fence)	metre	50.0	\$16.29	\$814.50	\$20.00	\$1,000.00
E456	Geotextile for Stabilization - Supply and Install	square metre	250.0	\$4.14	\$1,035.00	\$5.00	\$1,250.00
B180	Preparing Subgrade Surface (First Layer)	square metre	1,800	\$1.63	\$2,934.00	\$2.00	\$3,600.00
8282	Granular Base Course	tonne	1,500.0	\$21.86	\$32,790.00	\$25.00	\$37,500.00
Q992	Asphalt Concrete Pavement - EPS Mix Type M1 (PG 46-34)	tonne	800.0	\$69.17	\$55,336.00	\$120.00	\$96,000.00
G300	Topsoil Placement	square metre	3,200.0	\$0.65	\$2,080.00	\$2.00	\$6,400.00
E608	Broad-Cast Seeding	hectare	0.3	\$1,407.09	\$422.13	\$1,500.00	\$450.00
\$351	Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines)	kilometre	0.3	\$910.91	\$273.27	\$1,000.00	\$300.00
			TOTALS		\$145,461.02	DO STREET	\$217,030.00

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

Prepared By:	A. Anderson	Date:	16-Aug-21
Revised By:		Date:	
Checked By:	J. Gillies	Date:	31-Aug-21

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







Draft Print 2021-09-15 9:40:55 PM

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

DESCRIPTION OF WORK Realignment and Other Work

ESTIMATE TYPE

"A"

Mobilization Nump sum 10% -	CODE	BID FEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	AVERAGE UNIT PRICE	AVERAGE COST	PROJECTED UNIT PRICE	PROJECTED COST
Cold Milling Asphalt Pavement Square metre 2,000.0 \$2.45 \$4,900.00 \$5.00	(100 N	Mobilization	lump sum	10%	-	\$12,846.06		\$18,833.00
Common Excavation Cubic metre 1,700.0 S5.47 S9,299.00 S10.00	101 C	Clearing and Mulching	hectare	0.2	\$8,925.89	\$1,785.18	\$10,000.00	\$2,000.00
Cabic metre)554 C	Cold Milling Asphalt Pavement	square metre	2,000.0	\$2.45	\$4,900.00	\$5.00	\$10,000.00
D105 Culverts - Remove and Dispose (C.S.P.) (over 700 mm dia.) metre 25.0 \$127.91 \$3,197.75 \$150.00 D430 Culverts - Supply and Install (900 mm dia. C.S.P.) metre 25.0 \$663.33 \$16,583.25 \$650.00 E435 Erosion Control Barrier (Silt Fence) metre 50.0 \$16.29 \$814.50 \$20.00 E456 Geotextile for Stabilization - Supply and Install square metre 100.0 \$4.14 \$414.00 \$5.00 B180 Preparing Subgrade Surface (First Layer) square metre 2,000 \$1.63 \$3,260.00 \$2.00 B282 Granular Base Course tonne 1,600.0 \$21.86 \$34,976.00 \$25.00 Q992 Asphalt Concrete Pavement - EPS tonne 700.0 \$69.17 \$48,419.00 \$120.00 Mix Type M1 (PG 46-34) tonne 700.0 \$69.17 \$48,419.00 \$120.00 E603 Broad-Cast Seeding hectare 0.3 \$1,407.09 \$422.13 \$1,500.00 \$275 Removal and Reinstallation or Disposal of Existing Signs - On	5225 C	Common Excavation	cubic metre	1,700.0	\$5.47	\$9,299.00	\$10.00	\$17,000.00
D430 Culverts - Supply and Install (900 mm dia. C.S.P.) E435 Erosion Control Barrier (Sit Fence) E456 Geotextile for Stabilization - Supply and Install Square metre Square metre Square metre D400 \$16.29 \$814.50 \$20.00 E456 Geotextile for Stabilization - Supply and Install Square metre Square metre Square metre D500 \$16.29 \$814.50 \$20.00 E456 Geotextile for Stabilization - Supply and Install Square metre D500 \$16.29 \$814.50 \$20.00 E5500 \$55.00 E5500 \$1800 \$1.63 \$3,260.00 \$2.00 E5500 \$2.00 \$1.63 \$3,260.00 \$2.00 E5500 \$2.00 \$21.86 \$34,976.00 \$25.00 E5500 \$21.86 \$21.40 \$20.00 E5500 \$21.86 \$21.40 \$20.00 E5500 \$21.10 \$20.00 E5500 \$20.	220 C	Channel Excavation	cubic metre	40.0	\$13.22	\$528.80	\$20.00	\$800.00
E435 Erosion Control Barrier (Silt Fence) metre 50.0 \$16.29 \$814.50 \$20.00 E456 Geotextile for Stabilization - Supply and Install square metre 100.0 \$4.14 \$414.00 \$5.00 B180 Preparing Subgrade Surface (First Layer) square metre 2,000 \$1.63 \$3,260.00 \$2.00 B282 Granular Base Course tonne 1,600.0 \$21.86 \$34,976.00 \$25.00 Asphalt Concrete Pavement - EPS Mix Type M1 (PG 46-34) tonne 700.0 \$69.17 \$48,419.00 \$120.00 G300 Topsoil Placement square metre 3,200.0 \$0.65 \$2,080.00 \$2.00 E608 Broad-Cast Seeding hectare 0.3 \$1,407.09 \$422.13 \$1,500.00 S351 Roadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines) kilometre 0.3 \$910.91 \$273.27 \$1,000.00 S275 Removal and Reinstallation or Disposal of Existing Signs - One Post sign 6.0 \$124.59 \$747.54 \$150.00 S288 Install Sign - Less than 1 m2 sign 2.0 \$61.19 \$122.38 \$100.00	0105 C	Culverts - Remove and Dispose (C.S.P.) (over 700 mm dia.)	metre	25.0	\$127.91	\$3,197.75	\$150.00	\$3,750.00
E456 Geotextile for Stabilization - Supply and Install square metre 100.0 \$4.14 \$414.00 \$5.00 \$180 Preparing Subgrade Surface (First Layer) square metre 2,000 \$1.63 \$3,260.00 \$2.00)430 C	Culverts - Supply and Install (900 mm dia. C.S.P.)	metre	25.0	\$663.33	\$16,583.25	\$650.00	\$16,250.00
B180 Preparing Subgrade Surface (First Layer) square metre 2,000 \$1.63 \$3,260.00 \$2.00	435 E	rosion Control Barrier (Silt Fence)	metre	50.0	\$16.29	\$814.50	\$20.00	\$1,000.00
B282 Granular Base Course tonne 1,600.0 \$21.86 \$34,976.00 \$25.00	456 G	Seotextile for Stabilization - Supply and Install	square metre	100.0	\$4.14	\$414.00	\$5.00	\$500.00
Asphalt Concrete Pavement - EPS Mix Type M1 (PG 46-34) tonne 700.0 \$69.17 \$48,419.00 \$120.00	180 P	Preparing Subgrade Surface (First Layer)	square metre	2,000	\$1.63	\$3,260.00	\$2.00	\$4,000.00
Mix Type M1 (PG 46-34) tonne 700.0 \$69.17 \$48,419.00 \$120.00	282 G	Granular Base Course	tonne	1,600.0	\$21.86	\$34,976.00	\$25.00	\$40,000.00
E608 Broad-Cast Seeding hectare 0.3 \$1,407.09 \$422.13 \$1,500.00	1997	·	tonne	700.0	\$69.17	\$48,419.00	\$120.00	\$84,000.00
Removal and Reinstallation or Disposal of Existing Signs - One Post Sign 6.0 \$124.59 \$747.54 \$150.00 Supply of Signs, Aluminum = Reflective Sheeting for Specialized Applications square metre 0.9 \$193.69 \$174.32 \$200.00 Sign 2.0 \$61.19 \$122.38 \$100.00	300 To	opsoil Placement	square metre	3,200.0	\$0.65	\$2,080.00	\$2.00	\$6,400.00
S275 Removal and Reinstallation or Disposal of Existing Signs - One Post sign 6.0 \$124.59 \$747.54 \$150.00 S273 Supply of Signs, Aluminum - Reflective Sheeting for Specialized Applications square metre 0.9 \$193.69 \$174.32 \$200.00 S288 Install Sign - Less than 1 m2 sign 2.0 \$61.19 \$122.38 \$100.00	608 B	troad-Cast Seeding	hectare	0.3	\$1,407.09	\$422.13	\$1,500.00	\$450.00
5273 Supply of Signs, Aluminum - Reflective Sheeting for Specialized Applications square metre 0.9 \$193.69 \$174.32 \$200.00 5288 Install Sign - Less than 1 m2 sign 2.0 \$61.19 \$122.38 \$100.00	351 R	toadway Lines - Supplying Paint and Painting (Lane Dividing and 2 Edge Lines)	kilometre	0.3	\$910.91	\$273.27	\$1,000.00	\$300.00
\$288 Install Sign - Less than 1 m2 sign 2.0 \$61.19 \$122.38 \$100.00	275 R	temoval and Reinstallation or Disposal of Existing Signs - One Post	sign	6.0	\$124.59	\$747.54	\$150.00	\$900.00
5770 Supply and least 11 Part (500 page 1500 p	273 St	upply of Signs, Aluminum - Reflective Sheeting for Specialized Applications	square metre	0.9	\$193.69	\$174.32	\$200.00	\$180.00
5770 Supply and install Post (100 mm x 100 mm) post 3.0 \$154.51 \$463.53 \$200.00	288 In	nstall Sign - Less than 1 m2	sign	2.0	\$61.19	\$122.38	\$100.00	\$200.00
	770 St	upply and install Post (100 mm x 100 mm)	post	3.0	\$154.51	\$463.53	\$200.00	\$600.00
							-)	

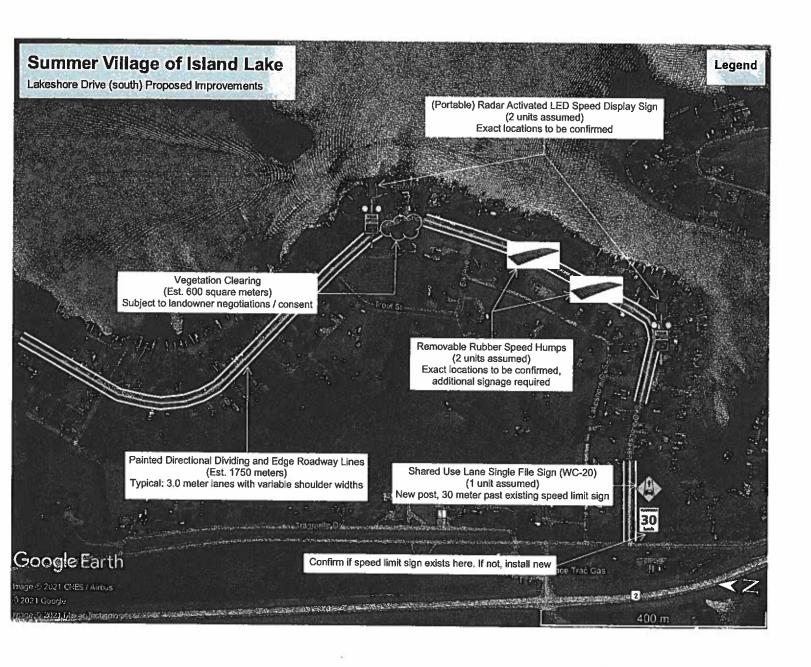
	2021	"A" ESTIMATE	
	AVERAGE COST	PROJECTED COST	
Total Estimated Expenditure	\$141,306.71	\$207,163.00	
Total Estimated Contract Cost	\$142,000	\$208,000	
Contingencies @ 25%	\$35,326.68	\$51,790.75	
Total Estimated Contract Cost + Contingency	\$177,326.68	\$259,790.75	
Engineering Cost @ 15%	\$21,196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

Prepared By :	A. Anderson	Date:	16-Aug-21	
Revised By:		Date:		
Checked By :	J. Gillies	Date:	31-Aug-21	

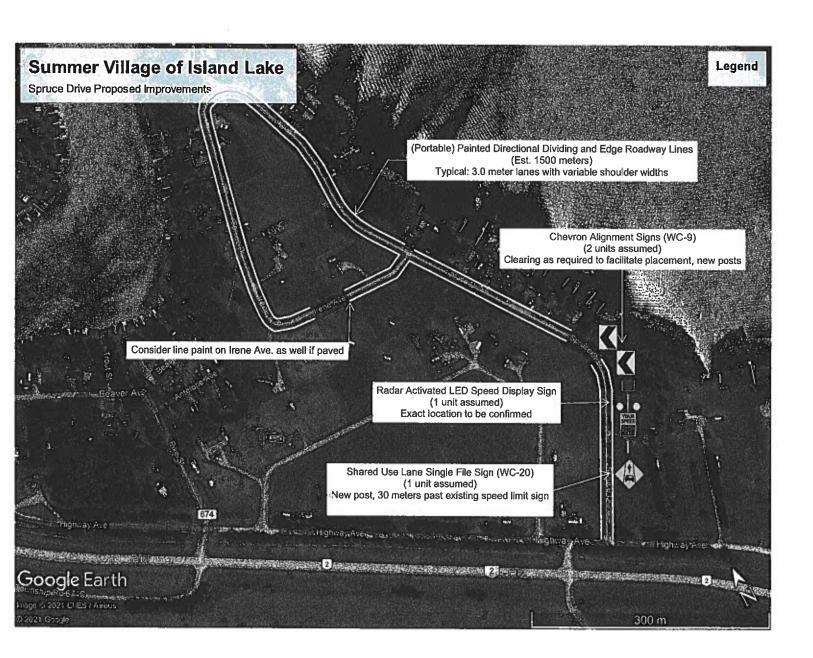
NOTES: Assumes existing road embankment is suitable for new embankment construction (i.e- no waste / replacement required).













ph: 844-686-4927

fax: 780-939-3228



October 28, 2021

SV OF ISLAND LAKE Box 8 AB BEACH, AB TOE OAO Canada

Re: 2022 Software Support Agreement and Software License Agreement

To our trusted clients, we understand these past 18 months or so, have presented all of us with ongoing challenges as we continue to adapt to a Covid environment 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. On behalf of all of us at MuniWare, thank you for continuing to provide your much-needed services.

Here at MuniWare, we continue to work on program and service enhancements, to provide assist with your operational needs.

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 again, for 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 2022 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 2022 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, 2022.

On behalf of myself and all my MuniWare colleagues, I would like to thank you for your continued partnership with us—

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,

Branch Whitig

Brandi Whiting

CEO, Director of Operations

Municipal Information Systems Inc. (MuniWare)





MUNICIPAL INFORMATION SYSTEMS INC.

2022 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.

CURENT 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.

- 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;
- 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:

- 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 \$1,339.91 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.

<u>GENERAL</u>

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.

(56)

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

FOR THE CUSTOMER	FOR MUNIWARE Branch Whiting
Authorized Signature	Authorized Signature
Name	Brandi Whiting Name
Title	CEO, Director of Operations Title
Date	October 22, 2021 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).



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.

(59)

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 CUSTOMERS 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 LIMITATON 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.

62

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	Branch Whiting
Authorized Signature	Authorized Signature
Name	Brandi Whiting Name
Title	CEO, Director of Operations Title
Date	October 21, 2021 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).



Box 90 Athabasca AB T9S 2A2 telephone: (780) 675-1117 facsimile: (780) 675-8881 email: arwmsc@mcsnet.ca

www.athabascaregionalwaste.com

Landfill Waste Management / Recycle Processing and Marketing / Waste and Recycle Collection

Summer Village of Island Lake Box 8 Alberta Beach AB T0E 0A0 October 20, 2021

email: svislandlake@willowenterprises.com

Re: Fees Bylaw 01-22:

Dear Member,

In October of 2020 the Board of Directors directed administration to review and bring forward alternative deficit sharing scenarios that would replace the current use of dwelling counts per member By-Law 01-20. Scenarios such as usage, per capita, and municipal assessments were reviewed and the selected choice was based on usage percentages. Each year the percentages will be reviewed based on data collected by the Commission and if needed may be adjusted for the following year.

The attached Fees Bylaw 01-22 along with User Fees Schedule "A" and Member Requisition Fees Schedule "B" attached were adopted along with a 2% increase to the Member Requisition Fees (schedule "B") at the October Meeting and are effective for the 2022 year.

If you have any questions please contact myself at any of the means above.

Sincerely,

Robert M. Smith CAO / Manager



Athabasca Regional Waste Management Services Commission

BYLAW No. 01 - 22

BEING A BYLAW OF THE BOARD OF DIRECTORS OF THE ATHABASCA REGIONAL WASTE MANAGEMENT SERVICES COMMISSION GOVERNING THE FEES OF THE COMMISSION

WHEREAS the Athabasca Regional Waste Management Services Commission has been established by Alberta Regulation 259/1998 as amended from time to time and made pursuant to the *Municipal Government Act, R.S.A 2000, c. M-26*;

AND WHERAS the Athabasca Regional Waste Management Services Commission is a continued Commission pursuant to s.602.47 of the Municipal Government Act, RSA 2000, c. M-26

AND WHEREAS the Board of Directors of the Athabasca Regional Waste Management Services Commission now wishes to make a Bylaw pursuant to section 602.07 (1) (b) of the *Municipal Government Act* governing the fees to be charged by the Commission to its customers and members;

WHEREAS Bylaw No. 01 - 20 was adopted, and the Board wishes to repeal that bylaw.

NOW THERFORE the Board of Directors of the Commission enacts the following:

1. DEFINITIONS

- 1.1 "Act" means the Municipal Government Act, R.S.A 2000, c. M-26;
- 1.2 "Board" means the Board of Directors of the Commission;
- 1.3 "Commission" means the Athabasca Regional Waste Management Services Commission
- 1.4 "Member(s)" mean the municipal member as set out in the Regulation;
- 1.5 "Regulation" means Alberta Regulation No. 259/1998 as amended from time to time.
- 1.6 "Commission Area" means all area within the boundaries of the Athabasca County and the eastern half of the MD of Lesser Slave River.
- 1.7 "Users" means a resident, commercial business, institution, municipal entity and non-members.
- 1.8 "User Fees" mean fees that are collected from users of Commission Facilities for services or products offered by the Commission.
- 1.9 "Deficit Requisition Fees" means fees that are collected from all members within the Commission area to fund Commission operations.
- 1.10 "Non-Member" means non-participating members and their users and users from outside the Commission area.
- 1.11 "Customers" means users, members, municipal partners and non-members.

2. USER FEES

- 2.1 The Board shall set User Fees for services and products the Commission offers to all residents, commercial businesses, institutions, municipal entities and non-members.
- 2.2 The fees shall be set in Schedule "A" which is attached and amended from time to time.
- 2.3 User fees and applicable surcharges shall be collected from users at the point of service.



3. MEMBER REQUSITION FEES

- 3.1 Upon an annual review the Board shall:
 - 3.1.1 Set the Members Percent share of the deficit.
 - 3.1.2 Set the Annual Total Member Requisition.
- 3.2 The Member Percentages and the Annual Member Requisition shall be set in Schedule "B" of which is attached and amended from time to time.
- 3.3 The Municipal Members are the following:
 - Athabasca County
 - MD of Lesser Slave River
 - Town of Athabasca
 - Village of Boyle
 - Summer Village of Bondiss
 - Summer Village of Mewatha Beach
 - Summer Village of South Baptiste
 - Summer Village of West Baptiste
 - Summer Village of Whispering Hills
 - Summer Village of Island Lake
 - Summer Village of Island Lake South
 - Summer Village of Sunset Beach
- 3.4 The annual Member Requisition Fee shall be prorated and invoiced monthly to each member within the Commission.
- 3.5 All invoice payments shall be due within 30 days from the date of invoice and payments not received within 60 days shall be charged 12% interest per annum.
- 3.6 The effective date of this bylaw shall be January 1st, 2022.

READ FOR A FIRST TIME this READ FOR A SECOND TIME this

4th Day of October 2021 4th Day of October 2021

READ FOR A THIRD and FINAL TIME this

4th Day of October 2021

CHAIR PERSON

MANAGER



Athabasca Regional Class II Landfill

Surcharges based on Recyclable Mat'l Content. (Policy No. 005) 50% 25% 10% Residential Household Waste **Price Rates** 1 - 500kg's (Member and Partner Residents Only) No Charge \$88.00 \$100.00 \$120.00 \$ 80.00/tonne 501 Kg's and Over \$ 80.00/tonne Municipal Solid Waste \$110.00 \$125.00 \$150.00 \$ 100.00/tonne Construction and Demolition Waste

UN-SORTED LOADS: loads containing materials that could have been diverted ie: wood waste, metals, hard plastics, \$\$ DOUBLE the Applicable Rate cardboard, concrete, rock or asphalt etc.

UN-SECURED / UN-TARPED LOADS: 1st Offence - Warning Card / 2nd Offence - use 50% Surcharge

Sorted Dry Inert Waste

Sorted Dry Inert Waste	
Sorted Concrete, Rock, Asphalt	\$ 25.00/tonne
Sorted Scrap Metals	\$ 25.00/tonne
Sorted Clean Wood	\$ 20.00/tonne
Asphalt Shingles	\$ 45.00/tonne
- talkania - O	

Other Items - Note: Some items below may be accepted at no charge to member residents at this site.

ATV / Seadoo / Snowmobiles / Lawn Tractors		No Charge
Boat / Tent Trailer or Hot Tubs	\$	No Charge
Auto / Holiday Trailers or Truck Campers	S	85.00/ea.
Appliances with Freon	\$	No Charge
Commercial Appliances with Freon	\$	Not Accepted
Appliances without Freon	\$	No Charge
(stoves, dishwashers, water heaters, furnaces, clothe	s w	ashers and dryers)
Chairs, tables, desks and push lawnmowers	\$	No Charge
Mattresses and Box springs	\$	No Charge

Non-Member Rates:

See Policy Summary Below:

Non-Members may be refused services at any time and may be redirected to the Boyle or Regional Landfill where all types of accepted waste may be allowed at a rate of \$160.00 per metric tonne with a minimum rate charge of \$25.00 per visit.

LOADS OR ITEMS NOT MEETING THE ABOVE EXACT SPECIFICATIONS SHALL BE CHARGED AT THE DISCRETION OF THE SITE OPERATOR.

After Hours Service Charges

\$160.00/hr.
\$140.00/hr.
\$ 48.00/hr.
\$ 28.00/hr.
\$150.00/hr.
\$ 96.00

Special Conditions and Notice apply for the following materials:

- Asbestos Materials Accepted at discretion of Commission Manager (Tip + Equipment Handling Time)
- Refined Hydrocarbon Contaminated Soils See Refined Hydrocarbon Soils Policy No. 19



Boyle Transfer Site

Doyle Transact		Surcharges based on Recyclable Mat'l Content. (Policy No. 005)
Residential Household Waste	Price Rates	10% 25% 50%
26" X 36" Bag or Similar Burn Barrel or Fireplace Ash Grass Clippings and Compostables	\$ 2.00/bag \$ 2.00/bag \$ 2.00/bag	\$ 2.25 \$ 2.50 \$ 3.00 \$ 2.25 \$ 2.50 \$ 3.00 \$ 2.25 \$ 2.50 \$ 3.00
Bag Discounts: 3bags for \$5 4bags for \$7 ½ - ¾ Ton Truck (full size) or Similar 1 Ton Farm Truck or Similar	5-7bags + \$2/bag \$ 15.00/load \$ Not Accepted	\$16.50 \$18.00 \$22.50

Member residents with household waste may haul direct to Regional Landfill up to 500kgs at no cost.

Construction and Demolition Waste (C&D) - Hauled by Resident

1/2 - 3/4 Ton Truck (full size) or Similar \$ 40.00/load

Other Items - Note: Some items below may be accepted at no charge at this site.

ATV / Seadoo / Snowmobiles / Lawn Tractors	\$ No Charge
Boat / Tent Trailer or Hot Tubs	\$ No Charge
Auto / Holiday Trailers or Truck Campers	\$ 85.00/ea.
Appliances with Freon	\$ 20.00/ea.
Commercial Appliances with Freon	\$ 60.00/ea.
Appliances without Freon	\$ 10.00/ea.
(stoves, dishwashers, water heaters, furnaces, clothe	
Chairs, tables, desks, BBQ's & push lawnmowers	\$ No Charge
Mattresses and Box springs	\$ No Charge

UN-SORTED LOADS: loads containing materials that could have been diverted. ie: wood waste, metals, hard plastics, cardboard, concrete, rock or asphalt etc.

\$\$DOUBLE\$ the Applicable Rate.

UN-SECURED / UN-TARPED LOADS: 1* Offence - Warning Card / 2nd Offence - use 50% Surcharge

Boyle Class III Landfill

Sorted Scrap Metals, Clean Wood, Brush, Concrete, Rock and Asphalt

1/2 - 3/4 Ton Truck (full size) or similar	\$ 15.00/load		
I Ton Farm Trucks or Dump Trailers	\$ 30.00/load		
Tandem Trucks, Pups, Wagons and End Dumps	\$ 20.00/cu,yd or \$20).00/tonne	
Construction and Demolition Waste <100mt	\$ 80.00/tonne	Asphalt Shingles	\$45.00/tonne
Construction and Demolition Waste > 100mt	\$ 60.00/tonne (per	approved project/customer by	management)
Construction and Demolition Waste >200mt	\$ 50.00/tonne (per	approved project/customer by	management)

LOADS OR ITEMS NOT MEETING THE ABOVE EXACT SPECIFICATIONS SHALL BE CHARGED AT THE DISCRETION OF THE SITE OPERATOR.

Non-Member Rates:

See Policy Summary Below:

Non-Members may be refused services at any time and may be redirected to the Boyle or Regional Landfill where all types of accepted waste may be allowed at a rate of \$160.00 per metric tonne with a minimum rate charge of \$25.00 per visit.

After Hours Service Charges

Titter Titure Service Sun Bes	
816 Packer	\$160.00/hr.
953 Track Loader	\$140.00/hr.
Certified Landfill Operator	\$ 48.00/hr.
Landfill Attendant	\$ 28.00/hr.
Equipment Hauling Charges (if required)	\$150.00/hr.
Each afterhours access + the above applicable rates	\$ 96.00



Perryvale, Colinton, Whispering Hills, Grassland And Wandering River Transfer Sites

The general rule for the acceptance of materials at the above sites is that only local Household – Residential Waste (ie: from local land, farm, acreage and home owners) is accepted. Commercial and Construction Waste from business, contractors or industry should be directed to the Athabasca Transfer Site, the Athabasca Regional Landfill or the Boyle Landfill.

		Surcharge based on Recyclable Mat'l Content. (Policy No. 005)	
Residential Household Waste	Price Rates	10% 25% 50%	
26" X 36" Bag or Similar	\$ 2.00/bag	\$ 2.25 \$ 2.50 \$ 3.00	
Burn Barrel or Fireplace Ash	\$ 2.00/bag	\$ 2.25 \$ 2.50 \$ 3.00	
Grass Clippings and Compostable Material	\$ 2.00/bag	\$ 2.25 \$ 2.50 \$ 3.00	
Bag Discounts: 3bags for \$5 4bags for \$7 1/2 - 3/4 Ton Truck or Similar 1 Ton Farm Truck, Dump Trailer or Similar	5-7bags - \$2/bag \$ 15.00/load \$Not Accepted	\$16.50 \$18.00 \$22.50	
Commercial Roll Off Bins Commercial Front Lift Compactor Truck	\$Not Accepted \$Not Accepted		

^{*}Member residents with household waste may haul direct to Regional Landfill up to 500kgs at no charge.

Construction and Demolition Waste - Hauled by Local Resident

**No Commercial Loads or Dump Trailers

1/2 - 1/4 Ton Truck (full size) or Similar

\$ 40.00/load

UN-SORTED LOADS: loads containing materials that could have been diverted. ie: wood waste, metals, hard plastics, cardboard, concrete, rock or asphalt.

\$\$DOUBLE\$ the Applicable Rate.

UN-SECURED / UN-TARPED LOADS: 1st Offence - Warning Card / 2nd Offence - use 50% Surcharge

Sorted Scrap Metals or Clean Wood & Brush	"No Stumps"	**No Commercial Loads - Local Residents Only
1/2 - 3/4 Ton Truck (full size) or similar	\$ 15.00/load	
1 Ton Farm Trucks or Dump Trailers	\$ 30.00/load	

Sorted Dry Inert Waste (concrete, rock, dirt, asphalt)

Not Accepted - Redirect to Boyle Landfill or the Regional Landfill.

Other Items - Note: Some of the items below may be accepted at no charge at alternate sites.

	.,	0
ATV / Seadoo / Snowmobiles / Lawn Tractors	\$ 45.00/ea.	(accepted at Regional and Boyle Landfill at No Charge)
Boat / Tent Trailer or Hot Tubs	\$ Not Accepted	(accepted at Regional and Boyle Landfill at No Charge)
Auto / Holiday Trailers or Truck Campers	\$ Not Accepted	
Appliances with Freon	\$ 20.00/ea.	(accepted at Regional Landfill at No Charge)
Commercial Appliances with Freon	\$ Not Accepted	(accepted at Athabasca and Boyle T. Site at \$60.00/ea.)
Appliances without Freon	\$ 10.00/ea.	(accepted at Regional Landfill at No Charge)
(stoves, dishwashers, water heaters, furnaces, clothe	s washers and drye	ers)
Chairs, tables, desks. BBQ's & push lawnmowers	\$ 5.00/ea.	(accepted at Regional and Boyle Landfill at No Charge)
Mattresses and Box springs	\$10.00/ea.	(accepted at Regional and Boyle Landfill at No Charge)

Non-Member Rates:

See Policy Summary Below:

Non-Members may be refused services at any time and may be redirected to the Boyle or Regional Landfill where all types of accepted waste may be allowed at a rate of \$150.00 per metric tonne with a minimum rate charge of \$25.00 per visit.

<u>LOADS OR ITEMS NOT MEETING THE ABOVE EXACT SPECIFICATIONS SHALL BE CHARGED AT THE DISCRETION OF THE SITE OPERATOR.</u>



^{**}Re-direct commercial loads, contractors and dump trailers to the Boyle Landfill or the Regional Landfill.

Athabasca Recycle Facility and Transfer Site

Residential Household Waste	Price Rates	Surcharges based on Recyclable Mat'l Content. (Policy No. 005) 10% 25% 50%
26" X 36" Bag or Similar Burn Barrel or Fireplace Ash Grass Clippings and Compostable Material	\$ 2.00/bag \$ 2.00/bag \$ 2.00/bag	\$ 2.25 \$ 2.50 \$ 3.00 \$ 2.25 \$ 2.50 \$ 3.00 \$ 2.25 \$ 2.50 \$ 3.00
Bag Discounts: 3bags for \$5 4bags for \$7 ½ - ¾ Ton Truck or Similar All Vehicle Types (Household Waste, if weighed)	5-7bags - \$2/bag \$ 15.00/load \$ 85.00/tonne	\$16.50 \$18.00 \$22.50 \$92.00 \$107.00 \$127.00

Note: Member residents with household waste may haul direct to Regional Landfill up to 500kgs at no cost.

Commercial / Municipal Waste Haulers \$105.00/tonne \$115.00 \$132.00 \$157.00

Construction and Demolition Waste

All Vehicle Types	\$ 85.00/tonne	
Asphalt Shingles	\$ 85.00/tonne	(accepted at Regional and Boyle Site at \$45.00/tonne)
Construction Styrofoam	\$170.00/tonne	
Dump Trucks and Trailers	\$170.00/tonne	(accepted at Regional at \$100 and Boyle at \$80/tonne)

Re-direct commercial loads, contractors and dump trailers to the Boyle Landfill or the Regional Landfill.

UN-SORTED LOADS: loads containing materials that could be diverted, ie: wood waste, metals, hard plastics, cardboard, concrete, rock or asphalt.

\$\$ DOUBLE the Applicable Rate.

UN-SECURED / UN-TARPED LOADS: 1st Offence - Warning Card / 2nd Offence - use 50% Surcharge

Sorted Dry Inert Waste

Soften Digitiert waste		
Concrete, Rock or Asphalt	\$ Not accepted	(accepted at Regional or Boyle Landfill)
Sorted Scrap Metals	\$30.00/tonne	(reduced rate at Regional and Boyle Landfill)
Sorted Clean Wood	\$45.00/tonne	(reduced rate at Regional and Boyle Landfill)
Vinyl Siding	\$60.00/tonne	
Commercial Recyclables**	\$60.00/tonne	Styrofoam and Plastic Film: \$120.00/tonne
(Cardboard, Office Paper, Files for Sh	redding, Large Plasti	cs, Automotive Bumpers)

^{**}Commission Customers with Service Agreements may be exempt.

Other Items - Note: Some items below may be accepted at no charge to member residents at alternative sites.

Other Rems - Note. Some Rems below may	De accepted at no	charge to member residents at attended			
ATV / Seadoo / Snowmobiles / Lawn Tractors	\$ 45.00/ea.				
Boat / Tent Trailer or Hot Tubs	\$ 85.00/ea	(accepted at Regional and Boyle Landfill at No Charge)			
Auto / Holiday Trailers or Truck Campers	\$ Not Accepted	(accepted at Regional and Boyle Landfill at \$85.00/ea.)			
Appliances with Freon	\$ 20.00/ea	(accepted at Regional Landfill at No Charge)			
Commercial Appliances with Freon	\$ 60.00/ea.	•			
Appliances without Freon	\$ 10.00/ea.	(accepted at Regional Landfill at No Charge)			
(stoves, dishwashers, water heaters, furnaces, clothes washers and dryers)					
Chairs, tables, desks, BBQ's & push lawn mow Mattresses and Box springs	rers \$ 5.00/ea. \$10.00/ea.	(accepted at Regional and Boyle Landfill at No Charge) (accepted at Regional and Boyle Landfill at No Charge)			

Non-Member Rates:

See Policy Summary Below:

Non-Members may be refused services at any time and may be redirected to the Boyle or Regional Landfill where all types of accepted waste may be allowed at a rate of \$150.00 per metric tonne with a minimum rate charge of \$25.00 per visit.

<u>LOADS OR ITEMS</u> NOT MEETING THE ABOVE EXACT SPECIFICATIONS SHALL BE CHARGED AT THE DISCRETION OF THE SITE OPERATOR.

GRASS CLIPPINGS and TREE BRANCHES MAY BE DIRECTED TO TOWN COMPOST AREA.



Athabasca Waste Collection Services

Bin Size	3XWeekly	2X Weekly	Weekly	Bi-Weekly	Monthly
cubic yard		\$205.00	\$114.00	\$ 92.00	\$ 78.00
cubic yard		\$268.00	\$149.00	\$115.00	\$100.00
cubic yard	\$474.00	\$394.00	\$218.00	\$156.00	\$124.00
Cardboard Bin	* * * * * * * * * * * * * * * * * * *	\$109.00	\$ 55.00	(all costs are mo	onthly)
Delivery / Pick		\$107.00/Hr.			

RURAL RESIDENTIAL	- COMMERCIAL FRONT	LIFT BIN SERVICE

Bin Size	- CHIMERON CO.	Weekly	Bi-Weekly	Monthly	Bi-Monthly
3 cubic yard			\$168.00	\$110.00	\$ 82.50
4 cubic yard			\$180.00	\$145.00	\$109.00
•		\$269.00	\$216.00	\$174.00	\$130.00
6 cubic yard Cardboard Bin		\$110.00	(all costs are	monthly)	
	#107 00/Um	5110.00			
Delivery / Pick-Up Charges	\$107.00/Hr.				

SMALL BUSINESS WASTE CART SERVICE – In Town Athabasca and Village Boyle Only

Cart Size	Weekly
96 Gallon Waste Cart	\$46.00/Mth.
each additional cart	\$26.00/Mth.
96 Gailon Recycle Cart	\$23.00/Mth.
each additional cart	\$16.00/Mth.

SHORT TERM FRONT LIFT BINS – In the Town of Athabasca and Village of Boyle Only

Bin Size	W.T.C (When They Call)		
4 cubic yard	\$120.00/Tip		
6 cubic yard	\$140.00/Tip		
Bin Delivery / Pick-Up Charge	\$107.00/Hr.		
Cardboard Bin	\$ 55.00/Tip		
Bin Rental	\$ 3.00/Day after 30 Days		
Hourly Service	\$150.00/hr.		

ROLL OFF BIN SERVICE – Delivery / Pick-Up Rates Each Bin

Roll Off Bin Flat Rate Service: \$270.00 (Athabasca County Div. 1,2,3,4,5,7,8,9)

Roll Off Bin Flat Rate Service: \$370.00 (Athabasca County Div. 6 North of 55th Parallel) \$370.00 (Flatbush - Smith Area within MD of Lesser Slave River

Plus Applicable Waste Facility Tip Fees, Bin Rentals and Other Services as listed below)

Roll Off Bin Rental (short term, up to 20days) \$15.00/Day (after 7 days up to 20days)

Roll Off Bin Rental (20days to 2 months) \$300.00/month 10.00/Day Roll Off Bin Rental (3 to 12 months) \$240.00/month 8.00/Day

(Roll Off Bin Rental Fees may be dependent on inventory, season and to be determined by management)

Tarp and Un -Tarp Cost \$50.00/Bin Hourly Service \$135.00/hr.

Note:

Non-Member Rates: See Non-Member Policy

1) GST is extra on all services above 2.) New and One Time Customers may be required to pay up to three months in advance or up to 100% of agreed upon service price prior to any services provided above. 3.) a Federal Carbon Levy Recovery of 1% shall be added to all the above service levels.

Athabasca Regional Waste Management Services Commission

COMMISSION SERVICE AREA:

Athabasca County and the Eastern half of the MD of Lesser Slave River

2022 MEMBER REQUSITION:

			2022	
Member	% Share	Requsition		
Athabasca County	59.38%	\$	738,240.31	
Town of Athabasca	17.32%	\$	215,330.45	
Village of Boyle	5.57%	\$	69,248.88	
MD of Lesser Slave River	2.44%	\$	30,335.24	
Summer Village of Island Lake	3.69%	\$	45,875.83	
Summer Village of Whispering Hills	2.31%	\$	28,719.01	
Summer Village of Bondiss	2.20%	\$	27,351.44	
Summer Village of Mewatha Beach	2.15%	\$	26,729.82	
Summer Village of Sunset Beach	1.43%	\$	17,778.44	
Summer Village of Island Lake South	1.35%	\$	16,783.84	
Summer Village of West Baptiste	1.10%	\$	13,675.72	
Summer Village of South Baptiste	1.06%	\$	13,178.42	
	100.00%	\$	1,243,247.40	
2022 Annual Requsition		\$	1,243,247.40	

Gouvernement du Canada

Canadä

ESDC

EDSC

0241

000962

Summer Village of Island Lake Box 8 Alberta Beach AB TOE OAO

ESDC EDSC

PAYMENT DATE/ DATE DU PAIEMENT: 18 OCT. /OCT. 2021

Dept. No./Nº min.: 014 CDO/BMC: 5210

Particulars - Détails

AMOUNT/ MONTANT

REF: 0140:0601993256/2022 017621038-586649 MENT 21/06/01-21/08/31 -548-2375 Canada Summer Jobs 2021 # 017621038

\$1741.00

SEE REVERSE AU VERSO





Between the Lines - Update for Government and Stakeholders

Stakeholder Relations Team <stakeholderrelations@fortisalberta.com> Tue 2021-10-26 8:45 AM



FortisAlberta has remained fully functional from a customer service and operations perspective throughout the pandemic, including as we move through the fourth wave. We remain committed to completing essential service work as scheduled for all customers and for our large industrial customers, there have been no stoppages in work on any projects as a result of impacts to our field crews or other employees.

We are mindful of how sometimes even the smallest of financial impacts can place added stress on our customers and we have been thoughtful about how we can assist with affordability within the constructs of our regulatory framework. Customers and stakeholders can also rest assured we are taking all necessary precautions related to limiting the spread of COVID-19.

Fortis Alberta Waives \$2 Million in Reconnection Fees

FortisAlberta takes pride in doing what is right for its customers and strives to ensure that our charges and fees are fair and reasonable.

In light of the continuing economic challenges that exist in our province and the associated hardships faced by many of our customers arising from the COVID-19 pandemic, FortisAlberta has temporarily suspended the collection of reconnection fees to provide targeted relief for customers seeking reconnection of services. Any customer requiring a reconnection of service in 2021 will not be required to pay. Reconnection fees are applied when FortisAlberta is asked to reconnect or restore service to a customer whose service was previously restricted by a current-limiting device or was disconnected.

Coincident with the reopening of the province from pandemic lockdown and initial recovery in the oil and gas sector during the first half of 2021, FortisAlberta experienced an increase in volume of total reconnection requests received, as compared to prior, pre-downturn years. The Company recognized that levying reconnection fees may cause some Albertans added financial burden during these trying times. As such, FortisAlberta determined that it was in the best interest of its customers to temporarily suspend reconnection fees and to refund any amounts collected prior to suspension. To date, the reconnection fees forgone and refunded total approximately \$2 million.

The Company is not seeking recovery of any refunded or foregone 2021 reconnection fee amounts in its most recent application to the Alberta Utilities Commission. FortisAlberta will re-institute the collection of reconnection fees in 2022 in accordance with the Company's Terms and Conditions of Service.

About FortisAlberta

As owner and operator of more than 60 per cent of Alberta's total electricity distribution network, FortisAlberta's focus is delivering safe and reliable electricity to more than half a million residential, farm and business customers. The Company serves more than 240 communities with 124,000 kilometers of distribution power lines across Alberta.

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

If you have any questions or require any additional information, please don't hesitate to contact your FortisAlberta Stakeholder Relations Manager.

Thank you,





October 27, 2021

ATTN: Council Members

Summer Villages of Alberta

RE: Nomination to the AUMA Board of Directors

I am very grateful to be able to return for my 2nd term to serve as your President of the Association of Summer Villages of Alberta (ASVA) and look forward to advocating on behalf of all our great Summer Villages, in this capacity.

In order to serve you more effectively, the ASVA Board has found it advantageous to have the ASVA President sit on the AUMA Board of Directors. At the last ASVA Board meeting, a resolution was passed supporting my nomination as the Summer Villages representative on the AUMA Board and directing that a letter be written to all Summer Villages requesting support of this nomination. This greatly aides in ensuring Summer Villages receive the timely information from the AUMA on emerging issues and more importantly that we have a voice at the table, one that represents all Summer Villages (as all 51 are members of the ASVA).

For those of you who are attending the upcoming AUMA convention, I graciously request your support as your Summer Villages representative on the AUMA Board of Directors.

Sincerely,

ASSOCIATION OF SUMMER VILLAGES OF ALBERTA

Mike Pashak President





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

October 15, 2021

File:

21DP11-04

Re:

Development Permit Application No. 21DP11-04

Plan 782 0256, Block 17, Lot 9: 26 Lakeshore Drive (the "Lands") R1 — Residential — Small Lot District: Summer Village of Island Lake

Preamble: The proposed development, pursuant to Section 8.26.2(a) & (b) encompasses the use of a sea can as building material in the construction of an Addition to an Existing Single Family Dwelling.

APPROVAL OF DEVELOPMENT PERMIT

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

CONSTRUCTION OF AN ADDITION TO AN EXISTING SINGLE FAMILY DWELLING (29.7 SQ. M.)

has been APPROVED subject to the following conditions:

- 1- All municipal taxes must be paid.
- 2- Two (2) Off-Street parking spaces must be provided on site.
- 3- 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.
- 4- 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.
- 5- 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.
- 6- 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.
- 7- 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.



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

- 8- The improvements take place in accordance with the plans and sketch submitted as part of the permit application, including:
 - Front Yard setback shall be no closer to the front yard than the front face of the existing Single Family Dwelling;
 - 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 1.5 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.

- 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.

Notes:

It is strongly recommended that the applicant(s):

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





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

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

Date Application Deemed

Complete

Date of Decision Effective Date of

Permit

Signature of Development Officer

October 15, 2021

October 15, 2021

November 13, 2021

Tony Sonnleitner

Development Officer for the Summer Village of Island Lake

CC

Municipal Administrator, Summer Village of Island Lake

Ray Crews - Assessor

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:

1.6-11

Summer Village of Island Lake Box 8 Alberta Beach, AB TOE OAO

and should include a statement of the grounds for the appeal and have attached an Appeal fee in the amount of \$200.00.





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

Summer Village of Island Lake

Report to Council

Meeting:

November 16, 2021 - Regular Council Meeting

Originated By:

Tony Sonnleitner, Development Officer, Summer Village of Island Lake.

Development Applications:

21DP07-04

Plan 763 TR, Block 1, Lot 12: 229 Lakeshore Drive North

"AS-BUILT" CONSTRUCTION OF A GARAGE (96.15 m²) WITH 13' WALLS, 12'x18' OVERHEAD HOOR, 2 WINDOWS, 2 WALK-IN DOORS, AND VINYL SIDING)

Application refused as building encroaches onto Reserve Lands, and does not meet LUB siting provisions – Subject to the decision of the SDAB.

Update: The SDAB has denied the appeal and upheld the decision of the Summer Village of Island Lake in this matter.

Matter of Concern:

Plan 763 TR, Block 1, 33R adjacent to Plan 763 TR, Block 1, Lot 13

WORKS HAVE BEEN UNDERTAKEN UPON THE SUBJECT RESERVE LANDS NOT INKEEPING WITH THE MUNICIPAL DEVELOPMENT PLAN (ADOPTED BY BYLAW 01-2021), NOR THE REQUIREMENTS OF THE LAND USE BYLAW 08-2021 (Photo attached).

Update: As the Works noted above extend beyond the Bed & Shore of the Lake, the matter has been reported to Alberta Environment and Parks – File # 385286.

Regards,

Tony Sonnleitner, Development Officer, Summer Village of Island Lake

T. 9-14-

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

Page 1 of 2

(81)



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

Photograph of the subject lands, Plan 763 TR, Block 1, 33R, taken by the Development Officer on October 14, 2021.

