

**SUMMER VILLAGE OF SUNRISE BEACH
AGENDA**

**Tuesday, March, 24, 2020 – Via Teleconference
6:30 p.m.**

1. Call to order

2. Agenda
 - a) Tuesday, March 24, 2020 Regular Council Meeting (additions & deletions)

3. Minutes: 1-4 a) Tuesday, February 25, 2020 Regular Council Meeting

4. Appointments N/A

5. Bylaws

The ATB Revolving Loan Bylaw comes to Council from the Municipal Accountability Program (MAPS). Once again the borrowing bylaw is before you. Bylaw #161-2020 that passed at the last meeting was sent to Lucien Cloutier from the MAPS program and they want the bylaw to have a specific maximum rate of interest. ATB was contacted and they have sent their new bylaw which states the maximum amount, which is not to exceed 10%, as you will see it in clause 1 of the new bylaw #163-2020.

 - a) Borrowing Bylaw #163-2020 for the purpose specified in Section 259 of the Municipal Government Act . *(give all 4 readings to bylaw as is or with amendments)*.
5-7

 - b) Procedure Bylaw - #162 – 2020 - This bylaw is being brought to Council after your last meeting's discussion to add Open Floor Discussions to the agenda. Under clause #50, #11 has Open Floor Discussion with the Gallery – Total time 15 minutes. *(give all 4 readings to bylaw as is or with amendments)*.
8-21

 - c) Traffic Safety Bylaw #159-2020 to regulate and control vehicle, animal and pedestrian traffic. Further to Council's input at the last meeting this bylaw was amended to include a section indicating specific speed zones on specific highways within the Summer Village. You will find that under Clause #3. *(give all 4 readings to bylaw as is or with amendments)*.
22-33

6. Business
 - a) Draft 2020 Budget – The Draft 2020 Operating and Capital budget will be presented and reviewed in detail at meeting time. *(Accept as information)*.

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6:30 p.m.

- 34-51
52-67
- b) Intermunicipal Collaboration Framework – the noted documents between Lac Ste. Anne County and the Summer Village of Sunrise Beach and the ICF between the Summer Village of Sandy Beach and the Summer Village of Sunrise Beach are attached for Councils consideration. These documents **MUST** be in place prior to April 1st, 2020 (*approve both Intermunicipal Collaboration Frameworks as presented or with amendments*)

- c) COVID-19 Discussion – verbal discussion at meeting time (*direction as given at meeting time*)

d)

e)

7. Financials a)

8. Councillors' Reports

- a) Mayor Usselman
b) Deputy Mayor Tremblay
c) Councillor Beck

9. Administration Reports

- 68469 - 2020 Grant Allocation Report
70 - Lac Ste. Anne County – termination Assessment Review
- Public Works start date

10. Information and Correspondence:

- 71 a. February Animal Bylaw report from Tom Puffer
72 b. Government of Alberta MSI Capital Grant direct deposit of \$74,375.00
73 c. Government of Alberta GTF direct deposit of \$37,701.00

11. Closed Meeting: (if required)

12. Adjournment

**SUMMER VILLAGE OF SUNRISE BEACH
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**Tuesday, March, 24, 2020 – Via Teleconference
6:30 p.m.**

- Council Meeting April 28, 2020 – Regular Council Meeting 6:30 p.m.
- Council Meeting May 26, 2020 – Regular Council Meeting 6:30 p.m.
- SVLSAE – June 20, 2020
- Council Meeting June 23, 2020

MINUTES OF THE REGUALR MEETING OF COUNCIL OF THE SUMMER
VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON
TUESDAY FEBRUARY 25, 2020 AT THE ONOWAY CIVIC CENTRE

	PRESENT	<p>Mayor Glen Usselman Deputy Mayor Jackie Tremblay Councillor Vera Beck - Teleconference</p> <p>Chief Administrative Officer Wendy Wildman Administrative Assistant Susan Dales Public Works: 0 Public at Large: 1</p> <p>Stephen Webber Matrix Group LLP – Teleconference</p>
1.	CALL TO ORDER	Mayor Glen Usselman called the meeting to order at 6:34 p.m.
2.	AGENDA Motion #16 - 20	<p>MOVED by Deputy Mayor Tremblay that the February 25, 2020 agenda be approved as presented.</p> <p align="right">CARRIED</p>
3.	MINUTES Motion #17 - 20	<p>MOVED by Deputy Mayor Tremblay that the minutes of the January 28, 2020 Regular Meeting be approved as presented.</p> <p align="right">CARRIED</p>
4.	APPOINTMENTS	n/a
5.	BYLAWS	
	Motion #18 - 20	<p>MOVED by Deputy Mayor Tremblay that Bylaw #160-2020 being a bylaw to specify the powers and duties of the Bylaw Enforcement officers and establish disciplinary procedures applicable and process for misuse of power be given first reading.</p> <p align="right">CARRIED</p>
	Motion # 19 - 20	<p>MOVED by Mayor Usselman that Bylaw #160-2020 be given second reading.</p> <p align="right">CARRIED</p>
	Motion #20 – 20	<p>MOVED by Councillor Beck that Bylaw #160-2020 be considered for third reading.</p> <p align="right">CARRIED UNANIMOUSLY</p>
	Motion #21– 20	<p>MOVED by Deputy Mayor Tremblay that Bylaw #160-2020 be given third and final reading.</p> <p align="right">CARRIED</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER
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	<p>Motion #22 – 20</p> <p>Motion #23 – 20</p> <p>Motion #24 – 20</p> <p>Motion #25 – 20</p> <p>Motion #26 – 20</p>	<p>MOVED by Mayor Usselman that #161-2020 a Borrowing Bylaw for the purpose specified in Section 259 of the Municipal Government Act be given first reading.</p> <p align="right">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that Bylaw #161-2020 be given second reading.</p> <p align="right">CARRIED</p> <p>MOVED by Councillor Beck that Bylaw #161-2020 be considered for third reading.</p> <p align="right">CARRIED UNANIMOUSLY</p> <p>MOVED by Mayor Usselman that Bylaw #161-2020 be given third and final reading.</p> <p align="right">CARRIED</p> <p>MOVED by Mayor Usselman that Bylaw # 155-2019 Council Procedure Bylaw be revised and brought back to Council to include an open floor discussion with gallery section at the end of the meeting (clause 50).</p> <p align="right">CARRIED</p>
<p>6. BUSINESS</p>	<p>Motion #27 – 20</p> <p>Motion #28 – 20</p> <p>Motion #29 – 20</p> <p>Motion #30 – 20</p>	<p>MOVED by Mayor Usselman that the agreement between Standstone Vacuum Service's and the Summer Village of Sunrise Beach be deferred to the next meeting.</p> <p align="right">CARRIED</p> <p>MOVED by Mayor Usselman that the amount of \$500.00 for Summer Village invoice #2 be applied to Tax Roll # 6105 Lot 5, Block 1, Plan 3503KS.</p> <p align="right">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that Council accept the invitation to authorize participation in the Fire Smart Open House being held on March 21, 2020 at 1:00 p.m. at the Sandy Beach Hall.</p> <p align="right">CARRIED</p> <p><u>7:35 p.m. (via teleconference) – Stephen Webber from Matrix Group LLP. – presented Draft 2019 Audited Financial Statements</u></p> <p>MOVED by Mayor Usselman that Council approve the draft 2019 Audited Financial Statements prepared and presented by Auditor, Stephen Webber, Matrix Group LLP.</p> <p align="right">CARRIED</p>

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	Motion #31 – 20	MOVED by Deputy Mayor Tremblay that the two following reserve accounts be established in the 2019 Audited Financial Statements: - \$40,000.00 for Lagoon - \$160,000.00 for Road Construction. CARRIED
	Motion #32 – 20	MOVED by Mayor Usselman that Council accept for information the Alberta Municipalities Association Spring 2020 Municipal Leaders Caucus scheduled for March 25 & 26, 2020 in Edmonton. CARRIED
	Motion #33 – 20	MOVED by Deputy Mayor Tremblay that the draft 2020 Budget be accepted for information. CARRIED
	Motion #34 – 20	MOVED by Mayor Usselman that Administration contact Alberta Summer Village Association inquiring what other Summer Villages do for fire insurance on municipal reserves. CARRIED
6.	FINANCIAL Motion #35 – 20	MOVED by Mayor Usselman that the Income and Expense Statements as of January 30, 2020 be accepted for information as presented. CARRIED
7.	COUNCIL REPORTS Motion #36 – 20	MOVED by Deputy Mayor Tremblay that the verbal Council reports be accepted for information as presented. CARRIED
8.	ADMINISTRATION REPORTS Motion #37 – 20	MOVED by Deputy Mayor Tremblay that the verbal administration reports be accepted for information as presented. CARRIED

MINUTES OF THE REGUALR MEETING OF COUNCIL OF THE SUMMER
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9.	CORRESPONDENCE Motion #38 – 20	<p>MOVED by Deputy Mayor Tremblay that the following correspondence be accepted for information:</p> <ul style="list-style-type: none"> a. Government of Alberta FCSS First Quarter Payment Direct Deposit \$1,316.00 b. Animal Bylaw Report for January 2020 c. FortisAlberta, Dave Hunka Manager, Municipalites & Key Accounts North – letter dated February 12, 2020 Approved Fortis Alberta 2020 Distribution Rates d. Policing Costs – Email forwarded to us by ASVA Executive Director Deb Hamilton from Graham Scott to MLA Horner regarding concerns with the New Policing Strategy e. ASVA 2020 Winter Newsletter <p align="right">CARRIED</p>
10.	CLOSED MEETING	n/a
11.	ADJOURNMENT	The meeting adjourned at 8:39 p.m.

Mayor, Glen Usselman

Chief Administrative Officer, Wendy Wildman

**BEING A BYLAW OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE
PROVINCE OF ALBERTA, FOR THE PURPOSE SPECIFIED IN SECTION 259
OF THE MUNICIPAL GOVERNMENT ACT
BYLAW NO. 163-2020**

WHEREAS the Council of the Summer Village of Sunrise Beach (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of:

Interim financing for various capital/operation costs.

NOW THEREFORE pursuant to the provisions of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a By-law that:

1. The Corporation is hereby authorized to borrow from ATB Financial, (ATB) up to the Principal sum of \$200,000.00 repayable upon demand at a rate of interest per annum from time to time established by ATB, not to exceed 10% and such interest will be calculated daily and due and payable month on the last day of each and every month.
2. The borrowing is a term loan repayable on demand and the Corporation is required to make, _____ payments of \$ _____ each for a term of _____ years.

OR

The borrowing is a line of credit repayable on demand and the Corporation is required to pay accrued interest monthly.

3. The Chief Elected Officer and the Chief Administrative Officer are authorized for and On behalf of the Corporation:
 - (a) to apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;
 - (b) as security for any money borrowed from ATB
 - (i) to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instrument or evidences of debts;
 - (ii) to give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and

- (iii) to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or furnish to ATB the security or securities required by it.
4. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are:

For Operating Expenditures – taxes reserves, or grants
5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
6. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
7. This Bylaw comes into force on the final passing thereof and rescinds Bylaw 161-2020.

Certificate

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed by the Council of the Corporation there in mentioned at a duly and regularly constituted meeting thereof held on the 24th day of March at which quorum was present, as entered in the minutes of the said Council, and that the Bylaw has come into force and is still in full force and effect.

THIS Municipal Borrowing Bylaw, inclusive of its Certificate: (a) may be executed electronically; and (b) may be delivered by email, facsimile or other functionally-equivalent means.

WITNESS our hands and the seal of the Corporation this 24th day of March, 2020.

Municipal Government Act RSA 2000 Chapter M-26
Section 259 Borrowing Bylaw

Mayor, Glen Usselman

Chief Administrative Officer Wendy Wildman

07

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

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

NOW THEREFORE, the Council of the Summer Village of Sunrise Beach hereby enacts as follows:

Citation

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

Definitions

2. In this bylaw:
 - a) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of Sunrise Beach.
 - b) "Closed Meeting" means a part of the meeting closed to the public at which no resolution or Bylaw may be passed, except a resolution to revert to a meeting held in public.
 - c) "Council" means the Mayor and Councillors of the Summer Village of Sunrise Beach for the time being elected pursuant to the provisions of the *Local Authorities Election Act* and the *Municipal Government Act* whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - d) "Delegation" means any person that has permission of Council or the CAO to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee.
 - e) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
 - f) "FOIP" means the Freedom of Information and Protection of Privacy Act of Alberta.
 - g) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
 - h) "Member" means a Councillor or person at large appointed by Council to a committee of Council.
 - i) "Meetings" means meetings of Council and Council committees.
 - j) "Municipality" means the Municipality of the Summer Village of Silver Sands, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;

Application

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

Severability

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

General

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

Meetings

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

13. Council, by resolution, may establish other Council meeting dates.
14. The meetings of Council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
15. Regular meetings of Council shall begin at 6:30 p.m.
16. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
17. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
18. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a quorum is present, the Deputy Mayor shall call the meeting to order.
19. 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;
20. Recordings: Council or Council committee meetings may not be filmed or voice-recorded.
21. Other Recordings: Any other person may not use a mechanical or electronic recording device at a public Council or Council Committee Meeting or a Public Hearing. All such devices must be removed from the meeting room.
22. Recording Devices: No concealed electronic recording devices, including but not limited to cellular telephones, are permitted at any meetings.

Conduct of Meetings

23. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
24. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
25. A resolution does not require a seconder.
26. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.

27. The following resolutions are not debatable by members:
 - a) adjournment
 - b) to take a recess
 - c) question of privilege
 - d) point of order
 - e) to limit debate on a matter before members
 - f) on division of a question
 - g) postpone the matter to a time certain
 - h) to table the matter
28. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
29. Where an item has been brought before Council, the same item cannot be tabled more than three times.
30. Where a matter or issue has been brought before Council, the same matter or issue cannot be heard more than three times unless there is new information be presented about the issue or matter.
31. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.
32. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
33. The Mayor or presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
34. In all cases not provided for in the proceedings of the Council, a two-thirds majority of Council shall determine to uphold the ruling of the presiding officer or not as the case may be.
35. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
 - a) a motion to refer the main question to some other person or group for consideration
 - b) a motion to amend the main question
 - c) a motion to table the main question
 - d) a motion to postpone the main question to some future time
 - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be

considered.

36. After any question is finally put by the Mayor or other presiding officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the presiding officer as to whether the question has been finally put shall be conclusive.
37. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
38. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the presiding officer.
39. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place but which has not been completed;
40. A formal motion will be made to go to a "Closed Meeting" session, identifying Division 2 Parts 16 to 29 (Exceptions to Disclosure) of the Freedom of Information and Privacy Act. Confidential items can include items under Division 2 Parts 16 to 29 of the Freedom of Information and Privacy Act and as identified within the Municipal Government Act under Section 197, as confidential items of discussion between Council, Administration and invited persons. When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting of a council or council committee held in public. No minutes, notes, or recordings of the discussions will take place and any printed reports provided to Council will be retrieved by the CAO. After the closed meeting discussions are completed, any members of the public who are present outside the meeting room must be notified that the rest of the meeting is now open to the public, and a reasonable amount of time must be given for those members of the public to return to the meeting before it continues. Where a council or council committee closes all or part of a meeting to the public, the council or council committee may allow one or more other persons to attend, as it considers appropriate, and the minutes of the meeting must record the names of those persons and the reasons for allowing them to attend.

Delegations

41. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of Council, or who wish to have any matter considered by Council shall address a letter or other written communication to the Council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, the phone number of

the writer and, if available, the email address of the writer and delivered or mailed to the CAO. The letter must arrive by 4:00 p.m. on a business day at least seven (7) calendar days prior to the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.

42. Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
43. Delegations that have not submitted a letter in accordance with section 41 may be granted a brief opportunity to outline the matter they wish to present to Council, and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 42 to present the matter outlined.
44. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behaviour of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
45. Council shall hear all delegations that have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation;

Rules of Order

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

Agenda and Order of Business

47. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 4:00 p.m. on a business day at least seven (7) calendar days prior to the meeting.
48. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 p.m. three (3) business days prior

to the meeting.

49. Where the deadlines in section 47 and 48 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
50. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
1. Call to Order
 2. Agenda Adoption
 3. Minutes Adoption
 4. Delegations
 5. Bylaws
 6. Business
 7. Financial
 8. Council Reports
 9. Administration Reports
 10. Information & Correspondence
 11. Open Floor Discussion with Gallery – Total time provision of 15 minutes
 12. Closed Meeting
 13. Adjournment
51. The order of business established in section 50 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
52. Standing Committees of Council shall be established and governed by policy or bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw;

Recording of the Minutes

53. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
54. 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.
55. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting;

Bylaws

56. Where a bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the bylaw to appear on the Agenda in the appropriate place.
57. Every bylaw shall have three separate and distinct readings.
58. After a member has made the motion for the second reading of the bylaw Council may:
 - a) debate the substance of the bylaw; and
 - b) propose and consider amendments to the bylaw.
59. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated in the bylaw.
60. Unless the members present at a meeting unanimously agree that a bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings, the bylaw shall not be given more than two readings at one meeting.
61. Where required by provincial statute, a bylaw shall be advertised or submitted to the electorate for voting as set out in the relevant statutes.
62. Bylaws shall not be repealed, amended or suspended, except so far as the terms thereof themselves permit, unless it is repealed, amended or suspended by:
 - a) a Bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b) a Bylaw passed at a regular meeting of Council, pursuant to a notice in writing given and openly announced at the preceding meeting of the Council and setting out the terms of the substantial effect of the proposed Bylaw.

Website

63. The Regular Council Meeting agenda will be posted on the Summer Village website prior to the Council meeting after it is prepared and distributed to Council.
64. Special Council Meeting agendas will be posted on the Summer Village website prior to the special Council meeting after it is prepared and distributed to Council.
65. Approved minutes are to be posted on the Summer Village website within 3 business days after the meeting.
66. Other items will be posted on the Summer Village website as directed by the

CAO or designate.

This Bylaw repeals Bylaw #155-2019 and comes into full force and effect upon third and final reading.

READ a first time this 25th day of March, 2020.

READ a second time this 25th day of March, 2020.

UNANIMOUS CONSENT to proceed to third reading this 25th day of March, 2020.

READ a third and final time this 25th day of March, 2020.

SIGNED this 25th day of March, 2020.

Mayor, Glen Usselman

Chief Administrative Officer, Wendy Wildman

M-26

SUMMER VILLAGE OF SUNRISE BEACH
APPENDIX A

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

General duties of Councillors

153

Councillors have the following duties:

- (a) to consider the welfare and interests of the municipality as a whole and to bring to council's attention anything that would promote the welfare or interests of the municipality;
- (a.1) to promote an integrated and strategic approach to intermunicipal land use planning and service delivery with neighbouring municipalities;
- (b) to participate generally in developing and evaluating the policies and programs of the municipality;
- (c) to participate in council meetings and council committee meetings and meetings of other bodies to which they are appointed by the council;
- (d) to obtain information about the operation or administration of the municipality from the chief administrative officer or a person designated by the chief administrative officer;
- (e) to keep in confidence matters discussed in private at a council or council committee meeting until discussed at a meeting held in public;
- (e.1) to adhere to the code of conduct established by the council under section 146.1(1);
- (f) to perform any other duty or function imposed on Councillors by this or any other enactment or by the council.

SA 2000 cM-26 s153;2015 c8 s17;2016 c24 s15

M-26

SUMMER VILLAGE OF SUNRISE BEACH
APPENDIX B

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

General duties of chief elected official
154

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

1994 cM-26.1 s154;1995 c24 s21

M-26

SUMMER VILLAGE OF
SUNRISE BEACH
APPENDIX C
Public Hearing Procedure

Policy

Council may adopt a procedure for statutory public hearings.

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

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

Public Hearing Principles

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

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

M-26

Public Hearing Procedures

Definitions

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

SUMMER VILLAGE OF SUNRISE BEACH PUBLIC HEARING

Date Time

Bylaw #

INTRODUCTION & PROCEDURES

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

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

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

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

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

The following written comments have been received to (insert d-ate)

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

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

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

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

M-26

- 5 (Chairman) "Are there any further comments from the **** Dept."
- 6 (Chairman) "Do the Councilors have any further questions"
- 7 (Chairman) "If not, I hereby declare this Public Hearing relating to Bylaw **** be closed and will adjourn this Public Hearing.

**BYLAW NO.159-2020
SUMMER VILLAGE OF SUNRISE BEACH
Municipal Government Act RSA 2000 Chapter M-26
Part 2 Section 7 (d) & 7 (i), and Section 8 (a) (b)
Traffic Safety Act RSA 2000 T-06
Part 5 Division 1 Section 106 and 107**

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

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

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

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

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

1. BYLAW TITLE

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

2. DEFINITIONS

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

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

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

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

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

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

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- 2.5 **"Centre line"** means the centre of a roadway measured from the curbs or, in the absence of curbs, from the edges of the roadway.
- 2.6 **"Chief Administrative Officer"** means a person appointed to a position under section 205;
- 2.7 **"Council"** means the Municipal Council for the Summer Village and the Chief Elected Official;
- 2.8 **"Driver" or "Operator"** means a person who drives or is in actual physical control of a vehicle.
- 2.9 **"Highway"** "highway" means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes
- 2.10 **"Owner"** includes any person renting a motor vehicle or having the exclusive use thereof under a lease or otherwise for a period of more than 30 days.
- 2.11 **"Park"** when prohibited, means allowing a vehicle (whether occupied or not) to remain standing in one place, except:
- 2.11.1 when standing temporarily for the purpose of and while actually engaged in loading or unloading passengers, or
 - 2.11.2 when standing in obedience to a peace officer or traffic control device.
- 2.12 **"Peace Officer"** means a member of the Royal Canadian Mounted Police, a Peace Officer appointed pursuant to the Alberta Peace Officer Act, or a Municipal Bylaw Enforcement Officer appointed by the Summer Village of Sunrise Beach;
- 2.13 **"Pedestrian"** means a person afoot or a person in a wheel chair.
- 2.14 **"Traffic Safety Act"**, being Chapter T-6 of the Revised Statutes of Alberta, 2000, and amendments thereto;
- 2.15 **"Summer Village"** means the Summer Village of Sunrise Beach or its duly authorized representatives

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

3. SPEED

Unless otherwise posted by Approved Traffic Control Devices no person:

- 3.1 Shall drive a vehicle at a speed in excess of 30 km per hour on any highway within the municipality which includes Shedden Drive, Leisure Lane, Everett Road, Willow Way, Poplar Place, Sylvan Cove, Spruce Point, Lazy Link and the Playground zone.
- 3.2 Shall drive a vehicle at a speed in excess of 50km per hour on Victory Road
- 3.2 Shall drive a vehicle in any alley in the municipality at a speed in excess of 20 km per hour.

4. PARKING

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

BYLAW NO.159-2020
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corner property line immediately ahead or immediately to the rear,
except when this vehicle is parked in a space where a parking
meter or other traffic control device indicates parking is permitted,
or

- 4.4.5 meters upon the approach to any stop or any yield sign
- 4.4.6 within 1.5 meters of an access to a garage, private road
or driveway, or a vehicle crossway over a sidewalk, or
within 5 meters of the nearest side of a marked crosswalk,
or
- 4.4.7 alongside or opposite any street excavation or obstruction
when stopping or parking would obstruct traffic, or on any
bridge or on the approach thereto, or
- 4.4.8 at any other place where a traffic control device prohibits
stopping or
- 4.4.9 parking during such times as stopping or parking is so
prohibited, or
- 4.4.10 on a roadway side of a vehicle parked or stopped at the
curb or edge of the roadway.

4.5 Where a person parks his vehicle contrary to any of the aforementioned
provision and said contravention is hazardous to life, limb or property, or it
interferes with repair or maintenance of highways, a Peace Officer may
require the vehicle to be removed and stored. The owner of said vehicle
shall be required to pay in addition to the fine, towing and storage fees
before his vehicle is recovered.

4.6 No person shall drive, park, or stop any vehicle upon any highway in such a
manner as to block, obstruct, impede or hinder traffic thereon. Where the
obstruction is unavoidable due to mechanical failure of the vehicle, the
operator will not be in breach of this section provided the operator promptly
takes measures to clear the vehicle from the highway.

4.7 Where a vehicle parking space is marked or designated upon a highway,
every driver of a vehicle using the same shall park such vehicle wholly within
the limits of the same.

4.8 No person shall park in front of or adjacent to any building in course of
erection, demolition, alteration, or repair when such parking will impede or
obstruct traffic.

4.9 No person shall park his or her vehicle so it will in any way interfere with the
use of a doorway intended as a fire or emergency exit from any building

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fronting or abutting the highway, or any private property where signs are displayed. Where a person parks a vehicle contrary to any of the aforementioned provisions a Peace Officer may require the vehicle to be removed from that doorway and left nearby to minimize inconvenience and expense to its owner or operator.

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

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other than a commercial vehicle for a period not exceeding five minutes, provided that the vehicle concerned in such loading or unloading of passengers or goods does not so obstruct the lane as to prevent other vehicles or persons from passing along such lanes while the loading or unloading of passengers is taking place.

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

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

5. HORSE DRAWN VEHICLES

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

6. PEDESTRIANS

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

7. VEHICLE TRAFFIC

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

BYLAW NO.159-2020
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Municipality between the hours of 11:00 p.m. and 7:00 a.m. in a manner so as to unduly disturb the residents of any such area.

8. GENERAL PROVISIONS

- 8.1 No person shall allow himself to be drawn by a moving vehicle while he is riding upon a sled, toboggan, bicycle, skis or other conveyance except a trailer upon a highway.
- 8.2 Unless a permit to do so has been issued by the Municipality, no person shall operate on a highway
 - 8.2.1 a vehicle or trailer having metal spikes, lugs or cleats or bands projecting from the surface of the wheel or tire of vehicle, or
 - 8.2.2 any vehicle or trailer having skids or not using rubber tires.

9. PENALTIES

- 9.1 A traffic tag shall be deemed to be sufficiently served:
 - 9.1.1 if served personally on the accused, or
 - 9.1.2 if mailed to the address of the registered owner of the vehicle concerned; or to the person concerned, or
 - 9.1.3 if attached to or left upon the vehicle in respect of which the offense is alleged to have been committed.
- 9.2. Each Peace Officer and Bylaw Enforcement Officer is hereby charged with the duty of enforcing the provisions of this Bylaw.
- 9.3 Any person who commits a breach of any of the provisions of this Bylaw shall, upon summary conviction before a judge, be liable to a fine not exceeding \$2,500.00 exclusive of costs and in case of non-payment of the fine and cost imposed, to imprisonment of a period not exceeding six months.
- 9.4 Notwithstanding Sections 8, any person contravening this Bylaw may avoid summary conviction by the voluntary payment of a specified penalty as outlined in Schedule "A" of this By-law within the time stated thereon.

**BYLAW NO.159-2020
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Traffic Safety Act RSA 2000 T-06
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10. SEVERABILITY PROVISION

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

11. PENALTIES

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

These will be found in the Fines, Master Bylaws

This bylaw rescinds Bylaw #26-1990

Coming into Force of this bylaw is effective upon adoption.

READ a first time this ____th day of ____ 2020.

READ a second time this ____th day of ____ 2020.

READ a third and final time this ____th day of ____ 2020.

SIGNED this ____th day of ____ 2020.

Mayor, Glen Usselman

C.A.O., Wendy Wildman

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**SUMMER VILLAGE OF SUNRISE BEACH
BY-LAW 01 - 2019**

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

Schedule A

Section 3 - Speed

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

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

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

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

7.1 - 7. 2.2	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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**BYLAW NO.159-2020
SUMMER VILLAGE OF SUNRISE BEACH
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Section 8. General Provisions

8.1. – 8.4.	50.00	100.00	Plus and associated costs as referenced in the bylaw.
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SANDY LAKE

SUMMER VILLAGE OF SUNRISE BEACH

Map No. 2002-04-02

2002

SCALE 1:5000

1" = 50'

- NOTES:
1. THIS IS A PRELIMINARY ZONING MAP AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
 2. THE ZONING DISTRICTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 3. THE ZONING DISTRICTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 4. THE ZONING DISTRICTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 5. THE ZONING DISTRICTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 6. THE ZONING DISTRICTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

- ZONING USE LEGEND:
- RESIDENTIAL DISTRICT
 - RECREATIONAL DISTRICT
 - URBAN RESERVE DISTRICT



SUMMER VILLAGE OF SUNRISE BEACH

NE34 55-1-5

NW26 55-1-5

NE34 55-1-5

SE34 55-1-5

NE24 55-1-5

SANDY LAKE

SW35 55-1-5

NW26 55-1-5

NW26 55-1-5

LOT 1
002 0169

3503 KS

50K

052 4282

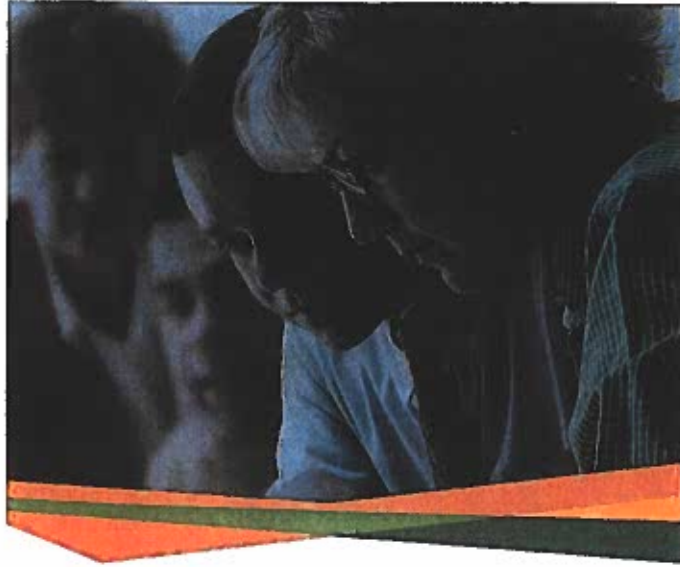
SW26 55-1-5

NW26 55-1-5

- 30 K
- 50 K

NAVLAND GEOMATICS INC.
 1001 - 10th Street, Suite 100
 Portland, OR 97202
 TEL: 503-255-1000 FAX: 503-255-1001
 WWW: WWW.NAVLAND.COM

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Intermunicipal Collaboration Framework

Lac Ste. Anne County
(Hereafter called the “County”)

&

Summer Village of Sunrise Beach
(Here after called the “Village”)



Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach



CORE SERVICES

- TRANSPORTATION
- WATER
- WASTEWATER
- STORMWATER MANAGEMENT
- SOLID WASTE
- EMERGENCY SERVICES
- RECREATION

OTHER SERVICES OF MUTUAL BENEFIT

- LIBRARIES
- MEDICAL CLINICS
- FCSS
- SENIORS HOUSING
- SENIORS TRANSPORTATION
- BROADBAND NETWORK INITIATIVES
- ASSESSMENT/ASSESSMENT REVIEW BOARD SERVICES

OTHER MUTUALLY BENEFICIAL SERVICES

- ANIMAL CONTROL
- COMMUNITY PEACE OFFICER/BYLAW ENFORCEMENT SERVICES
- CEMETERIES
- ECONOMIC DEVELOPMENT
- WEED CONTROL
- PEST CONTROL
- BUILDING INSPECTION/SAFETY CODES SERVICES
- WORKSITE HEALTH AND SAFETY

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

CORE SERVICES

TRANSPORTATION

Description

The general area is serviced by Alberta Highway 642. In the immediate area the County maintains Range Road 12 and Township Road 554 connecting a portion of the Village to Highway 642 and is responsible for maintenance and snow clearing. The Village is responsible for maintenance of all roads within the Summer Village and employs its own staff and equipment for road repairs, snow ploughing and the grass cutting along the roadsides.

As most of the Village residents need TWP Road 554 to access the main highways, the Village has occasionally contributed dollars to the repair of the Lac Ste Anne County roadway, with these repairs falling under the direction of County. Going forward, repairs and upgrades will be cost-shared at an agreed-upon split.

Lead Government Agency

Road Network	Lead/Responsible Agency
Highway 642	Province of Alberta
Range Road 13 (within County)	County
TWP Rd. 554 (within Village)	Village
Summer Village Roads/Streets/Lanes	Village

There is a general recognition that the County shall maintain the roads within its municipal boundaries, and that the Village shall maintain the roads within its municipal boundaries, according to their respective policies, schedules and budgets. However, the County and the Village are open to collaboration of additional/future road repairs on adjacent county roads, particularly Range Road 13, Victory Road and Sheddon Drive(Range Rd 12A) in the Summer Village as they provide access to a handful of County properties surrounding the Village TWP Rd. 554, if/when required subject to budget allocations and mutual agreement between both municipalities can be determined. There is recognition that currently it does not make sense for the County to collaborate or cost share on any other municipal roads within the Village, as there is no significant essential county thoroughfare.

The parties may provide additional services to each other, if requested, on a fee for services basis (such as sanding/salting roadways in winter, crack sealing or other maintenance required from time-to-time), where such work can be accommodated within the vending party's schedule and abilities. In addition, in-kind services may be arranged.

Funding

The respective communities will fund all transportation requirements through their respective tax base and/or provincial and federal grants that may be available. Where support is required from one municipality, the two municipalities will agree on the scope of work and the costs involved for each participating municipality.

Timeline

The County and the Village will continue consultation and support for each municipality where and when required on an ongoing basis. To help with budgeting purposes, requests and proposals for collaboration should be submitted in advance of the annual budget cycles.

Transition Plan

The County and the Village will continue its amiable working relationship built on fairness and equality. Changes to how the respective municipalities deal with transportation issues are not anticipated, but the two municipalities will agree to work in collaboration where possible.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

Term of Review

Transportation issues will be reviewed on an as required basis. However, in general, the topic of Transportation shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Other

The County and the Village will continue to support regional transportation initiatives where possible, and within current budget allocations.

No changes in how the County and the Village approach transportation infrastructure and maintenance issues are required at this time. The parties will continue to work collaboratively to support transportation in the region.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

WATER

Description

Most residents within the general area are serviced by either independent water wells or cisterns for their potable water requirements. The County is a member of the West Inter Lake District Regional Water Services Commission (WILD); The Village is considering becoming a member of WILD as well.

Membership in WILD requires payment of a respective member portion of governance, operating and capital costs, but allows the member access to the network and an annual allocation of potable water for their community. It is not anticipated that the Village would initiate a municipal water service in the municipality, but could work cooperatively with WILD, County and other stakeholders to provide some shared access points for residents to acquire treated water in the immediate vicinity.

Lead Municipality

There are various independent water providers currently servicing the region, including both water well installers and cistern installers, both subject to development permit reviews by the respective municipal agent. At present, WILD Water has completed Phase I and Phase II of their construction, which includes the Kapasiwin and Alberta Beach truck fills. WILD Water Phase III and Phase IV are in the design phase and may include a truck fill closer to Lake Isle and may include tap-offs for both local subdivisions within the County and the Village, from which future municipal distribution could connect.

At this time, possible shared access to water may be an opportunity for collaboration between the County and the Village and/or other regional partners (i.e. water fill station within proximity to several municipalities could be developed on an agreed cost-sharing formula).

Funding

Funding for private water services is the responsibility of the subject property owner, and no municipal subsidies for this service are offered. Funding obligations for members of WILD are determined through membership agreements and the WILD business plan and are confirmed through the annual budget of WILD.

If additional funding is required for new water facilities, these agreements will be negotiated with the participating municipalities and stakeholders. In addition, the County and the Village agree to support each other through various grant funding opportunities, when they arise.

Timeline

While the business plan is being reviewed currently and the inclusion of new members and the financing of future phases will be addressed concurrently, there are no imminent changes to operations and financing of WILD, or other private water service providers, which require specific review by the parties at this time.

Transition Plan

Existing agreements are in place. If new projects are initiated, then a transition plan will be developed for the planned project.

Term of Review

Contractual arrangements with WILD shall dictate any timeline requirements for agreement review. However, in general, the topic of Water Supply shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

WASTEWATER

Description

Properties within the immediate area of the County and the Village are serviced by private septic tanks (sometimes including field systems) and contractors provide pump-out services at the request of property owners when/if required.

Lead Municipality

The County and the Village are responsible to ensure proper septic systems are installed and operational within their respective municipalities.

Funding

Installation and maintenance costs of private septic systems are the responsibility of property owners, including development and safety codes permit costs, and neither municipality subsidizes these costs.

Timeline

Ongoing agreements are in place and no imminent changes are being considered.

Transition Plan

No transition away from the existing services is contemplated.

Term of Review

In general, the topic of Wastewater shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

STORMWATER

Description

The municipalities both require that developments within their respective community channel stormwater into municipally maintained ditches, to be eventually redirected towards the local watershed applicable waterways. No development shall direct water onto neighboring property unless it is the natural flow of water or has been granted Water Act Approval. In general, jurisdiction of this falls to the respective Planning and Development departments in either the County or the Village.

Currently, neither the County nor the Village maintains a comprehensive Stormwater Management Plan for the immediate subject area within their municipal boundaries.

Lead Municipality

The County and the Village are responsible to ensure adherence to any specific, or general, Stormwater Management policies within their municipal boundaries. Respective Planning & Development departments oversee compliance to same.

In the event the County does conduct large scale Stormwater Analysis for areas adjacent to the Village. The County will endeavor to consult with the Village to see if they would like to partner into the project

Funding

Installation and maintenance of municipal stormwater ditches within a municipality are the responsibility of the respective municipal partner. Collaboration on developing a sub-regional Stormwater Management Plan, if undertaken, will be cost shared at a rate to be negotiated if/when this occurs, and ideally would be covered, in whole or in part, by a mutually supported grant application.

Timeline

No immediate action is required but should be revisited in the event development in the area merits it or both municipalities consent to developing an IDP.

Transition Plan

Stormwater Management requires Alberta Environmental Protection's approval, both under the Environmental Protection and Enhancement Act and under the Water Act. Guidelines were developed to help municipalities in the planning and design of Stormwater Management systems. Once planned/designed and put into operation, the facilities then become the responsibility of each municipality. As such drainage courses cross municipal borders they will require coordination/collaboration in-order to operate and function appropriately.

Term of Review

Any arising Stormwater Management concerns that impact adjacent municipalities should be addressed in a timely fashion. However, in general, the topic of Stormwater Management shall be reviewed every five (5) as part of the ICF process to ensure policies and processes remain collaborative where applicable. In addition, the topic of Stormwater Management should be included in future IDP discussions to ensure a consistent sub-regional approach.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

SOLID WASTE



Description

Both the County and the Village address solid waste collection independently. ~~The County provides residents with access to local transfer stations;~~ property owners are also able to contract solid waste collection for their property via private contractors in the area. The Village collects solid waste from properties within the municipality on a schedule determined by their Council, through agreement with an external contractor.

Lead Municipality

While each municipality administers their own solid waste collection services for their residents, both the County and the Village are members of the Highway 43 East Waste Commission. Membership in this Commission ensures that collected solid waste can be deposited locally, by residents or collection contractors, for a tipping fee based on the weight of the refuse.

The Regional Landfill is owned and operated by the Highway 43 East Waste Commission and access is offered to residents of any partner municipality. The County also operates a network of transfer stations which provide local access to their residents. Residents of the Village must take all additional solid waste to the main Regional Landfill site.

Funding

Municipal solid waste collection is covered through respective municipal taxation and charges. The Regional Landfill is operated by the Highway 43 East Waste Commission and their costs are covered through tipping fees.

Timeline

This is an ongoing agreement with the Highway 43 East Waste Commission and its municipal partners. There is no imminent matter requiring review.

Transition Plan

No changes are expected to occur in the immediate future.

Term of Review

Any contractual arrangements with external contractors for solid waste service provision will dictate any timeline requirements for agreement review. And, contractual arrangements with Highway 43 East Waste Commission will dictate any timeline requirements for agreement review. However, in general, the topic of Solid Waste shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

EMERGENCY SERVICES

Description

Both the County and the Village recognize the importance of providing local emergency response services to their municipalities. They also recognize the importance of collaborating on a regional level, when and where possible, to promote a safer region and meaningful response to local and regional emergencies. In general, the emergency response capacity under the jurisdiction of the municipalities includes Emergency Management Coordination and Fire Protection and Rescue Services.

The County operates a fire service internally, which includes mutual aid agreements with all surrounding municipal fire services. The Village garners fire suppression through an external contract with Sturgeon County Fire Services, with Sturgeon County being the lead municipality.

Fire Suppression includes an agreement between Sturgeon County and the Village which contains mutual aid between Sturgeon Fire Services and the County.

~~The County operates a fire service internally, which includes mutual aid agreements with all surrounding municipal fire services. The Village garners fire suppression through an external contract which is a municipal partnership known as Onoway Regional Fire Services, with the Town of Onoway being the lead municipality.~~

~~Fire Suppression includes an agreement between the County and the Town of Onoway which contains mutual aid clauses for assistance between County Fire Services and Onoway Regional Fire Services.~~



Lead Municipality

Emergency Management

The County operates its own Emergency Advisory Committee and Management Agency, and subsequently dedicated Director of Emergency Management.

The Village is a member of the Ste. Anne Regional Emergency Management Agency, along with several other Summer Villages within the greater County area and contracts a dedicated Director of Emergency Management.

Each agency oversees the general planning, preparation and management of disaster response for their respective service area.

Fire Services

The County operates its own municipal Fire Department. There are six (6) county fire stations, including the County Fire Services – East Station, located adjacent to Onoway (the closest County station to the Village).

The Village contracts its Fire Protection thru Sturgeon County Services from Onoway Regional Fire Services. Onoway Regional Fire Services is managed by a committee of member municipalities, with the service itself being provided by North West Fire and Rescue. The closest primary fire hall to the Village through this service is in Alberta Beach.

Through ongoing negotiations, mutual aid agreements for fire service matters has been incorporated, with a mechanism for mutual aid when requested and addressing jurisdictional command and command transfer when dual responses are initiated.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

Funding

The County funds its emergency response services through municipal taxation and annual budget allocation.

The Village funds its emergency management services through taxation to pay annual requisitions to the respective management committees. The Ste. Anne Regional Emergency Management Agency is funded through taxation based on an annual requisition determined by their advisory committee. The Onoway Regional Fire Service is funded through taxation based on an annual budget divided between the members (currently based on lot count).

Timeline

No imminent changes to emergency services provision in or between either municipality is anticipated at this time. Fire Services are reviewed annually within each respective municipality, and quarterly meetings are planned at an operational level between the fire service providers.

As of 2020, both emergency management mechanisms are operational; the immediate future is expected to see additional planning and internal training, with possible joint exercises as early as 2021. At some point, mutual aid agreements specifically for Emergency Management may be negotiated between the partner agencies.

Transition Plan

Following completion of emergency management plans and successful internal exercises, joint emergency management training should be considered. Once these joint exercises build a solid working relationship between the parties' mutual aid agreements may be considered for negotiation.

Term of Review

Existing contractual arrangements for Emergency Management and/or Fire Services will dictate any timeline requirements for agreement review. However, in general, the topic of Emergency Services shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

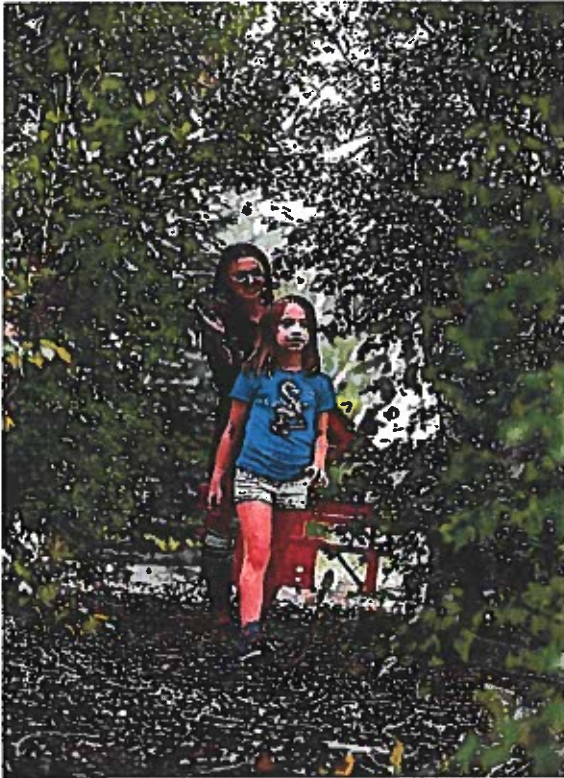
Lac Ste. Anne County & Summer Village of Sunrise Beach

RECREATION

Description

The County and the Village operate their own recreation programs including maintenance of playgrounds and parkways within their respective municipalities. There are no permanent (perennial) recreation programs offered within the Village, either by the Village or the County. The traditional 'major' recreation facilities (Arenas, Swimming Pools & Curling Rinks) are owned and operated by other agencies/organization/municipalities.

Both municipalities recognize that their residents participate in recreation programs and access recreation facilities that are owned, operated or organized by other entities.



The Village does provide contributions to recreation programs and facilities within the area.

The County also provides contributions to recreation programs facilities within the area based on a grant allocation methodology.

Lead Municipality

The County only organizes minimal direct programming but does offer some recreation programming via a "Summer Program." All residents in and around the surrounding municipalities are welcome to participate.

The County operates and maintains applicable recreation facilities/amenities within its municipal borders.

The Village operates and maintains applicable recreation facilities/amenities within its municipal borders.

As noted above, many recreation programs and facilities are offered by other entities. Both municipalities support and promote these undertakings.

Funding

County provides funding to external agencies and organizations responsible for operating and/or maintaining recreation programs and facilities. Currently the funding is derived from an annual Recreation Tax (via Bylaw) and distributed through the grant on a funding formula also considered annually.

The Village provides funding for recreational facilities and activities within the region as established within the annual budget, including applicable grant allocations (i.e. FCSS).

Timeline

No imminent changes are being considered.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

Transition Plan

No changes or transition is anticipated. The County and the Village agree to support one another with grant opportunities.

Currently both municipalities are involved in the Recreation & Culture Facility Assessment Initiative through the Revenue and Cost Sharing Committee, a regional initiative. The progress of this initiative may inform opportunities for future collaboration on recreation facilities and programs.

Term of Review

Recreation matters will be reviewed on an as required basis. However, in general, the topic of Recreation shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

OTHER SERVICES OF MUTUAL BENEFIT

LIBRARIES

Both the County and the Village are members of the Yellowhead Regional Library System. Regional Library Systems are established under the Libraries Act and are intended to provide professional and technical support to public libraries. As a member, both municipalities pay an annual requisition to the Yellowhead Regional Library based on a per capita levy.

Locally, the County has established the Lac Ste Anne County Library Board through Bylaw. This Board is responsible for the operations of three library service points located within the boundary of County – those being the Darwell Public Library, Sangudo Public Library and Rich Valley Public Library. The Board also provides funding and support to three urban municipal libraries – Alberta Beach Municipal Library, Onoway Public Library and Mayerthorpe Public Library (but does not have any operational controls on those municipal libraries).

Primarily the residents of the Village and County residents living in and around that general area would access library services from the Onoway Public Library.

The County commits an annual per-capita allotment, funded through taxation, to the County Library Board, who in turn provides funding to each of the six Public Libraries in the region. The County Library Board uses a distribution funding formula which considers per-capita and lumpsum dollars dispersed through a predetermined service area map. In addition, the County provides grant funding directly to each library through FCSS and Recreation grant programs, upon funding availability.

The Village provides annual funding to the local libraries, with the level of funding determined annually during the budget process and paid through general taxation or various grants.

Transition Plan

No changes are anticipated within this process.

FCSS

Both the County and the Village receive annual provincial FCSS funding, by agreement, through Alberta Children's Services. The provincial funding represents 80% of the total FCSS funding, with each municipality contributing a required 20% contribution, as defined in their respective agreement with the province. Each municipality manages their own FCSS delivery model. Programming must meet the requirements and mandate, as determined by Alberta Children's Services.

The County administers their own funds and gives to causes within the boundaries as well as within adjacent municipalities, primarily through a grant allocation system. The County also provides some direct programming and service delivery to address community social needs.

The Village has entered an agreement with the Town of Onoway to administer the summer village's FCSS program. The Town of Onoway administers FCSS for several local municipalities and gives to causes within the regional boundaries of the County, through a grant allocation system.

SENIORS HOUSING

Both municipalities provide funding for seniors housing throughout the region through an annual requisition from the Lac Ste Anne Foundation.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

SENIORS TRANSPORTATION

The East End Bus Society is a legal entity formed to meet Senior's transportation and socialization needs in the area. Through a hired program coordinator, a variety of shopping, recreational and cultural excursions are planned with the intention of promoting independence, self-worth and socialization opportunities to the users.

The County has member representation on the Lac Ste. Anne East End Bus Society. The Village has representation on the Lac Ste. Anne East End Bus Society via member appointment from the Lac Ste. Anne East Summer Villages Association.

The County provides financial and in-kind support to the operational and capital costs of the Society. The Village provides an annual capital contribution, as well as FCSS grant support.

BROADBAND NETWORK INITIATIVES

Both the County and the Village recognize the importance of reliable internet and cellular connectivity in rural areas and remote communities. The County has spearheaded the construction of a network of transmission towers within the region, including one North East of Onoway. Populating these towers remains a challenge, and both municipalities are supportive of continued lobbying of independent service providers and the provincial and federal governments to address the gap in this important service.

ASSESSMENT REVIEW BOARD (ARB)

Currently the Village is a member of the County's regional ARB board. The County has spearheaded the development of this Board to hear all Assessment appeals of partner members. Both municipalities are supportive of this continued partnership and maintaining the same level of service. The costs associated to the Village and the terms are outlined in another agreement.

INTERMUNICIPAL DEVELOPMENT PLAN (IDP)

The Municipalities have agreed not to adopt an IDP, at this time in accordance with the MGA.

Either municipality may request both parties initiate the development of an Intermunicipal Development Plan subject to a formal request from their respective Council.

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

OTHER MUTUAL BENEFICIAL SERVICES

Both municipalities agree to work in good faith for the betterment of both parties' citizens and where possible work collaboratively to maximize service levels and reduce regulations on the following services:

- Animal Control
- Community Peace Officer/Bylaw Enforcement Services
- Cemeteries → *NONE*
- Economic Development
- Weed Control
- Pest Control
- Building Inspection/Safety Codes Services
- Worksite Health and Safety Services
- SDAB

Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

Dispute Resolution

The County and the Village commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner. Where there is no other existing agreement or bylaw the following dispute resolution process will prevail.

Both municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administrations of both the County and the Village. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both municipalities.

Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.

Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both municipalities.

Where a dispute cannot be resolved to the satisfaction of the Councils of both municipalities, the Village and the County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the municipalities.

In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties.

The costs of arbitration shall be shared equally between the municipalities.

For all development, subdivision or planning matters Intermunicipal disputes shall follow agreed to processes outlined in this agreement and the Municipal Government Act. In situations where the Intermunicipal Development Plan is in conflict with the Municipal Government Act as it pertains to intermunicipal disputes, provisions in the Municipal Government Act shall prevail.



Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

IN WITNESS THEREOF the parties have executed this Agreement as of _____, 2020.

Lac Ste. Anne County

Summer Village of Sunrise Beach

Reeve

Mayor

County Manager

Chief Administrative Officer



Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach
(Here after called “Sandy Beach” or the “Summer Villages”)

&

The Summer Village of Sunrise Beach
(Here after called “Sunrise Beach” or the “Summer Villages”)



Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach



CORE SERVICES

- TRANSPORTATION
- WATER
- WASTEWATER
- STORMWATER MANAGEMENT
- SOLID WASTE
- EMERGENCY SERVICES
- RECREATION

OTHER SERVICES OF MUTUAL BENEFIT

- LIBRARIES
- MEDICAL CLINICS
- FCSS
- SENIORS HOUSING
- SENIORS TRANSPORTATION
- BROADBAND NETWORK INITIATIVES
- WATERSHED MANAGEMENT
- RIPARIAN AREAS
- LAKE SETBACKS: DEVELOPMENT AND SEWER
- REGIONAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

OTHER MUTUALLY BENEFICIAL SERVICES

- ANIMAL CONTROL
- COMMUNITY PEACE OFFICER/BYLAW ENFORCEMENT SERVICES
- CEMETERIES
- ECONOMIC DEVELOPMENT
- WEED CONTROL
- PEST CONTROL
- BUILDING INSPECTION/SAFETY CODES SERVICES
- WORKSITE HEALTH AND SAFETY

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

CORE SERVICES

TRANSPORTATION

Description

The general area is serviced by Alberta Highway 642. In the immediate area the County maintains Range Road 12 with connecting portions to Highway 642 and is responsible for maintenance and snow clearing. The Summer Villages are responsible for maintenance of all roads within their respective boundaries and employs its own staff and equipment for road repairs, snow ploughing and the grass cutting along the roadsides.

Lead Government Agency

Road Network	Lead/Responsible Agency
Highway 642	Province of Alberta
Range Road 12	Lac Ste. Anne County
Summer Village Roads/Streets/Lanes	Respective Summer Village

There is a general recognition the Summer Villages shall maintain the roads within its municipal boundaries, according to their respective policies, schedules and budgets. However, the Summer Villages are open to collaboration of additional/future road repairs.

The parties may provide additional services to each other, if requested, on a fee for services basis (such as sanding/salting roadways in winter, crack sealing or other maintenance required from time-to-time), where such work can be accommodated within the vending party's schedule and abilities. In addition, in-kind services may be arranged.

Funding

The respective communities will fund all transportation requirements through their respective tax base and/or provincial and federal grants that may be available. Where support is required from one municipality, the two municipalities will agree on the scope of work and the costs involved for each participating municipality.

Timeline

The Summer Villages will continue consultation and support for each municipality where and when required on an ongoing basis. To help with budgeting purposes, requests and proposals for collaboration should be submitted in advance of the annual budget cycles.

Transition Plan

The Summer Villages will continue its amiable working relationship built on fairness and equality. Changes to how the respective municipalities deal with transportation issues are not anticipated, but the two municipalities will agree to work in collaboration where possible.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

Term of Review

Transportation issues will be reviewed on an as required basis. However, in general, the topic of Transportation shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.

Other

The Summer Villages will continue to support regional transportation initiatives where possible, and within current budget allocations.

No changes in how the Summer Villages approach transportation infrastructure and maintenance issues are required at this time. The parties will continue to work collaboratively to support transportation in the region.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

WATER

Description

Most residents within the general area are serviced by either independent water wells or cisterns for their potable water requirements. The Summer Villages are members of the West Inter Lake District Regional Water Services Commission (WILD).

Membership in WILD requires payment of a respective member portion of governance, operating and capital costs, and allows the member access to the network and an annual allocation of potable water for their community. It is not anticipated that the Village would initiate a municipal water service in the municipality, but could work cooperatively with WILD, and other stakeholders to provide some shared access points for residents to acquire treated water in the immediate vicinity.

Lead Municipality

There are various independent water providers currently servicing the region, including both water well installers and cistern installers, both subject to development permit reviews by the respective municipal agent. At present, WILD Water has completed Phase I and Phase II of their construction, which includes the Kapasiwin, Alberta Beach and Heatherdown truck fills. WILD Water Phase III and Phase IV are in the design phase and will include a truck fill station at or near the Summer Villages.

Funding

Funding for private water services is the responsibility of the subject property owner, and no municipal subsidies for this service are offered. Funding obligations for members of WILD are determined through membership agreements and the WILD business plan and are confirmed through the annual budget of WILD.

If additional funding is required for new water facilities, these agreements will be negotiated with the participating municipalities and stakeholders. In addition, the Summer Villages agree to support each other through various grant funding opportunities, when they arise.

Timeline

While the business plan is being reviewed currently and the inclusion of new members and the financing of future phases will be addressed concurrently, there are no imminent changes to operations and financing of WILD, or other private water service providers, which require specific review by the parties at this time.

Transition Plan

Existing agreements are in place. If new projects are initiated, then a transition plan will be developed for the planned project.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

Term of Review

Contractual arrangements with WILD shall dictate any timeline requirements for agreement review. However, in general, the topic of Water Supply shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

WASTEWATER

Description

Properties within the immediate area of the Summer Villages are serviced by private septic tanks (sometimes including field systems) and contractors provide pump-out services at the request of property owners when/if required. The lagoon operates within the Summer Village of Sandy Beach. The operating costs are shared: Sandy Beach (two-thirds), Sunrise Beach (one third). Since January 2018 the lagoon is closed (non-operational) and both Summer Villages are working towards a long-term solution including possibly joining a regional transmission line.

Lead Municipality

The Summer Villages are responsible to ensure proper septic systems are installed and operational within their respective municipalities

Funding

Installation and maintenance costs of private septic systems are the responsibility of property owners, including development and safety codes permit costs, and neither municipality subsidizes these costs.

Timeline

Ongoing agreements are in place and no imminent changes are being considered.

Transition Plan

No transition away from the independent systems is currently contemplated.

Term of Review

In general, the topic of Wastewater shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

STORMWATER

Description

The municipalities both require that developments within their respective community channel stormwater into municipally maintained ditches, to be eventually redirected towards the local watershed applicable waterways. No development shall direct water onto neighbouring property unless it is the natural flow of water or has been granted Water Act Approval. In general, jurisdiction of this falls to the respective Planning and Development departments in either Summer Villages.

Currently, neither Summer Village maintains a comprehensive Stormwater Management Plan for the immediate subject area within their municipal boundaries.

Lead Municipality

The Summer Villages are responsible to ensure adherence to any specific, or general, Stormwater Management policies within their municipal boundaries. Respective Planning & Development departments oversee compliance to same.

Funding

Installation and maintenance of municipal stormwater ditches within a municipality are the responsibility of the respective municipal partner. Collaboration on developing a sub-regional Stormwater Management Plan, if undertaken, will be cost shared at a rate to be negotiated if/when this occurs, and ideally would be covered, in whole or in part, by a mutually supported grant application.

Timeline

No immediate action is required but should be revisited in the event development in the area merits it or both municipalities consent to developing an IDP.

Transition Plan

Stormwater Management requires Alberta Environmental Protection's approval, both under the Environmental Protection and Enhancement Act and under the Water Act. Guidelines were developed to help municipalities in the planning and design of Stormwater Management systems. Once planned/designed and put into operation, the facilities then become the responsibility of each municipality. As such drainage courses cross municipal borders, they will require coordination/collaboration in-order to operate and function appropriately.

Term of Review

Any arising Stormwater Management concerns that impact adjacent municipalities should be addressed in a timely fashion. However, in general, the topic of Stormwater Management shall be reviewed every five (5) as part of the ICF process to ensure policies and processes remain collaborative where applicable. In addition, the topic of Stormwater Management should be included in future IDP discussions to ensure a consistent sub-regional approach.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

SOLID WASTE



Description

Both Summer Villages address solid waste collection independently. The Summer Villages collect solid waste from properties within the municipality on a schedule determined by their Council, through agreements with Public Works or an external contractor.

Lead Municipality

While each municipality administers their own solid waste collection services for their residents, the

Summer Villages are members of the Highway 43 East Waste Commission. Membership in this Commission ensures that collected solid waste can be deposited locally, by residents or collection contractors, for a tipping fee based on the weight of the refuse.

The Regional Landfill is owned and operated by the Highway 43 East Waste Commission and access is offered to residents of any partner municipality. Residents of the Summer Villages must take all additional solid waste to the main Regional Landfill site.

Funding

Municipal solid waste collection is covered through respective municipal taxation and charges. The Regional Landfill is operated by the Highway 43 East Waste Commission and their costs are covered through tipping fees.

Timeline

This is an ongoing agreement with the Highway 43 East Waste Commission and its municipal partners. There is no imminent matter requiring review.

Transition Plan

No changes are expected to occur in the immediate future.

Term of Review

Any contractual arrangements with external contractors for solid waste service provision will dictate any timeline requirements for agreement review. And, contractual arrangements with Highway 43 East Waste Commission will dictate any timeline requirements for agreement review. However, in general, the topic of Solid Waste shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

EMERGENCY SERVICES

Description

Both Summer Villages recognize the importance of providing local emergency response services to their municipalities. They also recognize the importance of collaborating on a regional level, when and where possible, to promote a safer region and meaningful response to local and regional emergencies. In general, the emergency response capacity under the jurisdiction of the municipalities includes Emergency Management Coordination and Fire Protection and Rescue Services.

~~The Summer Villages garners fire suppression through their own external contracts; Sandy Beach with Sturgeon County Fire Services, with Sturgeon County being the lead municipality, Sunrise Beach with their selected contractor.~~



The Summer Villages are members of the Ste. Anne Regional Emergency Management Agency, along with several other Summer Villages within the greater County area and contracts a dedicated Director of Emergency Management and appoints its own local Director of Emergency Management and Deputy Director of Emergency Management.

Fire Services

~~The Summer Villages of Sandy Beach and Sunrise Beach contracts its own Fire Protection Services from Sturgeon County, with Sturgeon County being the lead municipality. The Summer Village of Sunrise Beach contracts its own fire protection services with their own selected contractor.~~

Through ongoing negotiations, mutual aid agreements for fire service matters has been incorporated, with a mechanism for mutual aid when requested and addressing jurisdictional command and command transfer when dual responses are initiated.

Funding

The Summer Villages funds its emergency management services through taxation to pay annual requisitions to the respective management committees. The Ste. Anne Regional Emergency Management Agency is funded through taxation based on an annual requisition determined by their advisory committee.

Timeline

No imminent changes to emergency services provision in or between either municipality is anticipated at this time. Fire Services are reviewed annually within each respective municipality. ~~and quarterly meetings are planned at an operational level between the fire service providers.~~

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

As of 2020, both emergency management mechanisms are operational; the immediate future is expected to see additional planning and internal training, with possible joint exercises as early as 2021. At some point, mutual aid agreements specifically for Emergency Management may be negotiated between the partner agencies.

Transition Plan

Following completion of emergency management plans and successful internal exercises, joint emergency management training should be considered. Once these joint exercises build a solid working relationship between the parties' mutual aid agreements may be considered for negotiation.

Term of Review

Existing contractual arrangements for Emergency Management and/or Fire Services will dictate any timeline requirements for agreement review. However, in general, the topic of Emergency Services shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

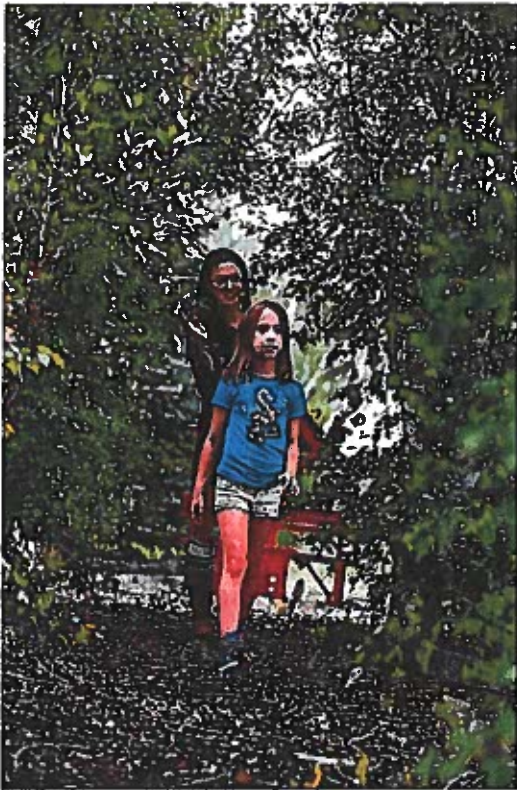
The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

RECREATION

Description

The Summer Villages operate their own recreation programs including maintenance of playgrounds and parkways within their respective municipalities. The traditional 'major' recreation facilities (Arenas, Swimming Pools & Curling Rinks) are owned and operated by other agencies/organization/municipalities.

Both municipalities recognize that their residents participate in recreation programs and access recreation facilities that are owned, operated or organized by other entities.



The Summer Villages does provide contributions to recreation programs and facilities within the area.

Lead Municipality

The Summer Villages operates and maintains applicable recreation facilities/amenities within its municipal borders.

As noted above, many recreation programs and facilities are offered by other entities. Both municipalities support and promote these undertakings.

Funding

The Summer Villages may provide funding for recreational facilities and activities within the region as established within the annual budget, including applicable grant allocations (i.e. FCSS).

Timeline

No imminent changes are being considered.

Transition Plan

No changes or transition is anticipated. The Summer Villages agree to support one another with grant opportunities.

Currently both municipalities are involved in the Recreation & Culture Facility Assessment Initiative through the Revenue and Cost Sharing Committee, a regional initiative. The progress of this initiative may inform opportunities for future collaboration on recreation facilities and programs.

Term of Review

Recreation matters will be reviewed on an as required basis. However, in general, the topic of Recreation shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

OTHER SERVICES OF MUTUAL BENEFIT

LIBRARIES

Primarily the residents of both Summer Villages would access library services from the Onoway Public Library or Morinville.

The Summer Villages provides annual funding to the local libraries, with the level of funding determined annually during the budget process and paid through general taxation or various grants.

Transition Plan

No changes are anticipated within this process.

FCSS

Both the Summer Villages receive annual provincial FCSS funding, by agreement, through Alberta Children's Services. The provincial funding represents 80% of the total FCSS funding, with each municipality contributing a required 20% contribution, as defined in their respective agreement with the province. Each municipality manages their own FCSS delivery model. Programming must meet the requirements and mandate as determined by Alberta Children's Services.

The Summer Villages administers their own FCSS program to causes within its boundaries primarily through a grant system.

Sunrise Beach has the Town of Onoway administer FCSS on their behalf.

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

SENIORS HOUSING

Both municipalities provide funding for seniors housing throughout the region through an annual requisition from the Lac Ste Anne Foundation.

SENIORS TRANSPORTATION

The East End Bus Society is a legal entity formed to meet Senior's transportation and socialization needs in the area. Through a hired program coordinator, a variety of shopping, recreational and cultural excursions are planned with the intention of promoting independence, self-worth and socialization opportunities to the users.

The Summer Villages has representation on the Lac Ste. Anne East End Bus Society via member appointment from the Lac Ste. Anne East Summer Villages Association.

The Summer Villages pays a flat fee.

BROADBAND NETWORK INITIATIVES

Both Summer Villages recognize the importance of reliable internet and cellular connectivity in rural areas and remote communities. The County has spearheaded the construction of a network of transmission towers within the region, including one North East of Onoway. Populating these towers remains a challenge, and both municipalities are supportive of continued lobbying of independent service providers and the provincial and federal governments to address the gap in this important service.

ASSESSMENT REVIEW BOARD (ARB)

This function has been terminated by Lac Ste. Anne County.

REGIONAL SUBDIVISION DEVELOPMENT APPEAL BOARD (SDAB)

Sandy Beach contracts SDAB services from the County and Sunrise Beach contracts SDAB services by Milestones Municipal Services.

INTERMUNICIPAL DEVELOPMENT PLAN (IDP)

The Municipalities have agreed not to adopt an IDP, at this time in accordance with the MGA. Either municipality may request both parties initiate the development of an Intermunicipal Development Plan subject to a formal request from their respective Council.

OTHER MUTUAL BENEFICIAL SERVICES

Both municipalities agree to work in good faith for the betterment of both parties' citizens and where possible work collaboratively to maximize service levels and reduce regulations on the following services:

- Animal Control
- Community Peace Officer/Bylaw Enforcement Services
- Economic Development
- Weed Control
- Pest Control
- Land Use Planning/Subdivision and Development Appeal Board Services
- Building Inspection/Safety Codes Services
- Worksite Health and Safety Services

Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

Dispute Resolution

The Summer Villages commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner. Where there is no other existing agreement or bylaw the following dispute resolution process will prevail.

Both municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administrations of both Summer Villages. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both municipalities.

Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.

Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both municipalities.

Where a dispute cannot be resolved to the satisfaction of the Councils of both municipalities, the Summer Villages will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the municipalities.

In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties.

The costs of arbitration shall be shared equally between the municipalities.

For all development, subdivision or planning matters Intermunicipal disputes shall follow agreed to processes outlined in this agreement and the Municipal Government Act. In situations where the Intermunicipal Development Plan is in conflict with the Municipal Government Act as it pertains to intermunicipal disputes, provisions in the Municipal Government Act shall prevail.



Intermunicipal Collaboration Framework

The Summer Village of Sandy Beach & The Summer Village of Sunrise Beach

IN WITNESS THEREOF the parties have executed this Agreement as of _____, 2020.

The Summer Village of Sandy Beach

the Summer Village of Sunrise Beach

Mayor

Mayor

Chief Administrative Officer

Chief Administrative Officer

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Sunrise Beach

2020 ALLOCATIONS - February 27th, 2020 Report from Municipal Affairs

Year	Description	Amount	
2020	MSI-Capital Allocation	\$	85,777
2020	MSI-Operating Allocation	\$	8,518
2020	Gas Tax Fund Allocation	\$	12,722
2020	Total	\$	107,017

2021 MSI ALLOCATION ESTIMATES ONLY FOR BUDGETING PURPOSES

Year	Description	Amount	
2021	MSI-Capital Allocation	\$	83,434
2021	MSI-Operating Allocation	\$	8,761
2021	Total	\$	92,195

Wendy Wildman

From: administration@wildwillowenterprises.com
Sent: March 7, 2020 4:14 PM
To: Wendy Wildman; svsunrisebeach@wildwillowenterprises.com
Subject: Sunrise - 2020 Grant Funding Available

Below is Sunrise's grant funding for 2020, note a portion of your 2020 MSI-Capital allocation is paying for the 2019 road project:

MSI-Operating \$8,518
MSI-Capital \$25,850
GTF \$12,722

Thanks,

H.
S.V. of South View
S.V. of Silver Sands
S.V. of Yellowstone
Phone: 587-873-5765
Fax: 780-967-0431
Website: www.wildwillowenterprises.com
Email: administration@wildwillowenterprises.com



Summer Village of Sunrise Beach
Box 1197
Onoway, AB, T0E 1V0
Attn: Wendy Wildman

February 21, 2020

To Whom it May Concern:

TERMINATION OF ASSESSMENT REVIEW BOARDS AGREEMENT

Lac Ste. Anne County has engaged in a review of our process to ensure that services are provided to County Residents in the most efficient manner possible. During this review, Administration became aware of an external alternative for Assessment Review Boards with would greatly reduce the demand on County resources. The Capital Region Assessment Services Commission (CRASC) provides Assessment Review Boards to member and non-member municipalities that is comparable to the cost of providing the services internally without the demands on County resources.

At the February 13, 2020 Regular County Council Meeting, Council resolved to move forward with CRASC. It is Lac Ste. Anne County's intension to discontinue the provision of Assessment Review Board services and contract with CRASC to provide assessment review boards when required. In taking this direction it will no longer be possible for the County to provide Assessment Review Board services to our municipal partners. Please accept this letter as formal written notice that Lac Ste. Anne County is exercising the right to terminate the Memorandum of Agreement with the Summer Village of Sunrise Beach with six months of notice. Understanding that the Assessment Appeal period is nearing, Council also agreed to extend the services of the Lac Ste. Anne Assessment Review Board services for the 2019 Assessment year and will consider the Agreement terminated after this time. We thank you for your ongoing cooperation and professionalism during the term of our agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Primeau".

Mike Primeau, MBA, ICMA-CM, CLGM
County Manager, Lac Ste. Anne County

Cc:
Lac Ste. Anne County Council
Robert Smyth, Assessment and Taxation Manager

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Summer Village of Sunrise Beach Animal Control log

February 8/20 – Conducted general patrol, no incidents reported.

February 17/20 - Conducted general patrol, no incidents reported.

February 23/20 – Conducted general patrol, Attended complainants residence of (dangerous) dog running at large and provided update to her. She advised me that she is satisfied with possible outcome.

Submitted by Ofc. T. Puffer Sunrise Beach Enforcement

VENDOR		VENDOR ID	DATE ISSUED	
SUMMER VILLAGE OF SUNRISE BEACH		0000010921	06-Mar-2020	
DEPOSITED AT BANK: 021908989		DEPOSIT NO	DATE	AMOUNT
BRANCH: 08989	ACCOUNT: 00849144500	0068597134	10-Mar-2020	\$37,701.00
TOTAL				\$37,701.00
PAYMTE D 00103 SUMMER VILLAGE OF SUNRISE BEACH SUMMER VILLAGE OF SUNRISE BEACH PO BOX 1197 ONOWAY AB CAN T0E 1V0				

DEPOSIT NO: 0068597134		DEPOSIT DATE: 10-Mar-2020		
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL
GI6434	0386-SUMMER VILLAGE OF SUNRISE BEACH-GTF MUNICIPAL TOTALS[PROJECT]	GTF-GTF-06400	\$12,446.00	
GI7932	0386-SUMMER VILLAGE OF SUNRISE BEACH-GTF MUNICIPAL TOTALS[PROJECT]	GTF-GTF-07898	\$25,255.00	
	Total Payment From Municipal Affairs			\$37,701.00
	For Inquiries Call 780/427-7481			
DEPOSIT TOTAL				\$37,701.00

JCA5117972-0000205-00103-0001-0001-00-

VENDOR		VENDOR ID	DATE ISSUED	
SUMMER VILLAGE OF SUNRISE BEACH		0000010921	03-Mar-2020	
DEPOSITED AT BANK: 021908989		DEPOSIT NO:	DATE	AMOUNT
BRANCH: 08989	ACCOUNT: 00849144500	0068593372	05-Mar-2020	\$74,375.00
TOTAL				\$74,375.00
PAYMTE D 00084 SUMMER VILLAGE OF SUNRISE BEACH SUMMER VILLAGE OF SUNRISE BEACH PO BOX 1197 ONOWAY AB CAN T0E 1V0				

DEPOSIT NO: 0068593372		DEPOSIT DATE: 05-Mar-2020		
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL
00105489	MUNICIPAL SUSTAINABILITY INITIATIVE - CAPITAL GRANT Total Payment From Municipal Affairs For Inquiries Call 780/427-7481	CAP192070315	\$74,375.00	\$74,375.00
DEPOSIT TOTAL			\$74,375.00	

RECEIVED
MAR 19 2020