



September 9, 2020

Village of Alberta Beach

RE: AGLIPLEX

Dear Councilors:

The Ag Society is currently applying for grants to help extend the life of the Agliplex. As I am sure you can appreciate, government grants are difficult to get and often less than what is applied for in the application. We have a need to draw moisture away from the foundation and we are applying for a matching grant to excavate around the facility, install weeping tile and a sump and then regrade around the building. By doing this, we will minimize moisture in the crawl space and prevent decay of the wooden floor joists.

The grant will consider in kind donations for the matching grant. My question is, would the village consider donating your excavating equipment and operator time to excavate the foundation and participate in the regrading of the property? The supply of weeping tile and all backfill and regrading material will be covered in the other part of the grant. This would have a value of about \$35,000.00 in the total scope of work.

Thank you for your consideration and feel free to reach out to me if you have any additional questions.

Kind regards,

Terry Scheiris - President

August 25, 2020

Alberta Beach  
PO Box 278  
Alberta Beach, AB  
TOE 0A0

**Attention:** Kathy Skwarchuk / Chief Administrative Officer

**RE:** ATCO Gas and Pipelines Ltd. Franchise Agreement Clause 5

Pursuant to Clause 5 of our franchise agreement, the municipality has the ability to change the franchise fee percentage in 2021; this request must be received by ATCO Gas in writing prior to November 1<sup>st</sup>. If you are considering changing the franchise fee in 2021, please contact us as soon as possible to begin the process.

As you are aware, ATCO Gas pays Alberta Beach a franchise fee. The franchise fee is collected from customers in the community based on a percentage of our Delivery Tariff. In Alberta Beach, this percentage is 8.00%.

In 2019, our Delivery Tariff revenue in Alberta Beach was \$349,675. Our forecast Delivery Tariff revenue for 2021 is \$415,798. Therefore, based on the current franchise fee percentage, the forecast 2021 franchise fee revenue would be \$33,264.

We trust you will find this information useful, and, if you have any questions or require anything further, please do not hesitate to contact me at (780) 420-3806 or Paul.Delano@atco.com.

Yours truly,



**Paul Delano**  
Manager, Edmonton  
ATCO Natural Gas Division

RECEIVED AUG 28 2020

**aboffice@albertabeach.com**

---

**From:** Elhady, Eugene <Eugene.Elhady@am.jll.com>  
**Sent:** Thursday, August 20, 2020 10:47 AM  
**To:** aboffice@albertabeach.com  
**Subject:** RE: Temp PO Alberta Beach AB

Hi Kathy,

I know we just finished signing an extension but it seems that there was an internal miscommunication and CPC actually wanted to extend the lease until February 28, 2021. This is only two months more than the current extension so I'm hoping it will not be an issue. I apologize for the inconvenience – if this is acceptable please confirm and I will draft another agreement and circulate it for execution. Thank you.

Regards,

Eugene Elhady  
Tel: 403-829-4480

**From:** aboffice@albertabeach.com <aboffice@albertabeach.com>  
**Sent:** Wednesday, July 22, 2020 5:09 PM  
**To:** Elhady, Eugene <Eugene.Elhady@am.jll.com>  
**Subject:** [EXTERNAL] RE: Temp PO Alberta Beach AB

Hi Eugene,  
Attached is a copy of the signed Canada Post - Extension of Lease.

Kathy Skwarchuk,  
CAO  
Alberta Beach  
Box 278  
Alberta Beach, AB  
TOE OAO  
Phone: 780-924-3181  
Fax: 780-924-3313  
[aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

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**From:** Elhady, Eugene <Eugene.Elhady@am.jll.com>  
**Sent:** July 9, 2020 11:21 AM  
**To:** [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)  
**Subject:** RE: Temp PO Alberta Beach AB

Hi Kathy,

As discussed on our phone call, the notice letter was sent in error so please disregard it. CPC would like to extend the lease until the end of 2020. I've attached the agreement here for the landlord's review and execution. Please have it dated, signed and sent back at your earliest opportunity, thank you.

Regards,

Eugene Elhady  
Tel: 403-829-4480

**From:** [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com) <[aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)>  
**Sent:** Thursday, June 25, 2020 12:45 PM  
**To:** Elhady, Eugene <[Eugene.Elhady@am.jll.com](mailto:Eugene.Elhady@am.jll.com)>  
**Subject:** [EXTERNAL] RE: Temp PO Alberta Beach AB

Thank you for your email.

Alberta Beach Administration  
Box 278  
Alberta Beach, AB  
TOE OAO  
Phone: 780-924-3181  
Fax: 780-924-3313  
[aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

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**From:** Elhady, Eugene <[Eugene.Elhady@am.jll.com](mailto:Eugene.Elhady@am.jll.com)>  
**Sent:** June 24, 2020 2:14 PM  
**To:** [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)  
**Cc:** JLL-CPC.Transactions <[JLL-CPC.Transactions@am.jll.com](mailto:JLL-CPC.Transactions@am.jll.com)>  
**Subject:** Temp PO Alberta Beach AB

Hi Kathy,

I have attached a notice letter stating that CPC will allow the lease at this location to expire naturally on October 26, 2020. Please confirm receipt of the letter, thank you.

Regards,

Eugene Elhady, CLO  
Manager, Transaction Mgmt  
JLL  
1100 49<sup>th</sup> Avenue NE  
Calgary AB T2E 9A9  
Tel: 403-829-4480



202, 9440 49 Street, Edmonton, AB T6B 2M9 NSW.AB.CA

September 1, 2020

Mayor Jim Benedict  
Alberta Beach  
PO Box 278  
Alberta Beach AB T0E 0A0

**RE: Municipal Contribution to NSWA**

Dear Mayor Benedict,

I am pleased to provide a copy of the North Saskatchewan Watershed Alliance (NSWA) 2019-20 Annual Report, which summarizes the projects and collaborative partnerships that NSWA has conducted in your watershed during the past year. This important work was accomplished thanks to the generous support of over 40 municipalities in our shared watershed. We would again appreciate positive consideration by your Council for a \$0.50 per capita contribution to NSWA for 2021.

In addition to financial contributions from individual municipalities, our non-profit alliance depends on an annual operating grant from the Government of Alberta and contributions from EPCOR. More information about the NSWA, our bylaws, finances and projects can be found online at [www.nswa.ab.ca](http://www.nswa.ab.ca).

**How your financial contribution benefits your community**

In 2005, Alberta Environment appointed NSWA as the Watershed Planning and Advisory Council for the North Saskatchewan River (NSR) basin under *Water for Life: Alberta's Strategy for Sustainability*. NSWA has made significant progress under this mandate, and in 2012 released an Integrated Watershed Management Plan (IWMP) for the North Saskatchewan River basin. This major undertaking provides advice and direction to protect the long-term supply and quality of water resources for future generations. IWMP implementation is now underway through strategic watershed partnerships with local municipalities and stewardship groups.

NSWA partners with individual municipalities and three sub-watershed alliances to assess local watershed conditions and issues, coordinate inter-municipal projects, and develop harmonized land policies to support long-term sustainability of watershed resources. NSWA also provides technical expertise, grant application support, consultant coordination and facilitation services for meetings and workshops.

RECEIVED SEP 04 2020

NSWA, in collaboration with its regional partners, successfully applied for over \$3.0 million worth of provincial and federal grants to support municipalities and local stewardship groups. See the attached summary table and information sheet for how NSWA can help your municipality.

NSWA is helping to address many local watershed management issues including:

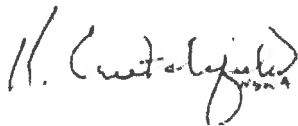
- Riparian and wetland habitat conservation and restoration
- River and creek hydrology studies
- Natural areas and groundwater recharge areas protection
- Fisheries habitat and aquatic health assessments, including invasive species issues
- Long term impacts of land use changes on watershed health
- Best management practices and planning policies related to riparian, wetland and natural area protection, stormwater management and flood protection and water conservation.

NSWA is also involved in many major intergovernmental projects such as the North Saskatchewan Regional Land Use Framework, Edmonton Metro Region Growth Plan, Industrial Heartland Water Management Framework and EPCOR's Drinking Water Protection Plan. This involvement, plus its close working relationship with many Alberta government agencies, allows NSWA to connect municipalities such as yours with the best resources to address watershed issues.

NSWA would be pleased to discuss any watershed issues of concern to your municipality and to provide a briefing if requested by your Council or Administration. If an elected municipal representative would like to serve on the NSWA Board of Directors, there will be an opportunity at the 2021 NSWA Annual General Meeting for the election of new board directors.

Please feel free to contact NSWA's Executive Director, Ms. Leah Kongsrude at 587-525-6827 or leah.kongsrude@nswa.ab.ca in this regard. Ms. Kongsrude has over 30 years of environmental experience, including ten years in municipal government, and appreciates the challenges and opportunities that municipalities face with local watershed management issues.

Thank you for your consideration. We have taken the liberty of enclosing an invoice.



Mr. Ken Crutchfield, President  
North Saskatchewan Watershed Alliance Society

Cc: Chief Administrative Officer

Attachments: NSWA Coordinated Sub-Watershed Project and Grant Summary  
How can NSWA help your Municipality with Watershed Issues?

**NSWA Coordinated Sub-Watershed Project and Grant Summary**

SUB-WATERSHED	MAJOR WATERBODIES	MUNICIPALITIES	PROJECTS
<b>HEADWATERS</b>	North Saskatchewan River Cline River Clearwater River Ram River Brazeau River Modeste Creek Strawberry Creek Wabamun Lake	Clearwater County Brazeau County Parkland County Leduc County Wetaskiwin County Town of Drayton Valley Town of Rocky Mountain House Town of Devon Town of Thorsby Village of Wabamun	<ul style="list-style-type: none"> <li>• \$140,000 Alberta Water Resiliency and Restoration Program grant was used to map the health of riparian areas along the Modeste and Strawberry Creeks. This data will be used to conserve or restore high priority riparian areas that will provide greater flood/drought resistance, improve water quality and enhance wildlife habitat. The GIS data will be made accessible through an online web portal with information friendly format for the public and a detailed technical format for municipal planners.</li> <li>• The Wabamun Lake Watershed Management Plan is being finalized with involvement of local municipalities and lake stewardship groups</li> </ul>
<b>STURGEON RIVER</b>	Sturgeon River Isle Lake Lac St. Anne Birch Lake Matchayaw Lake Sandy Lake Kilini Creek Riviere Qu'Barre Atim Creek Carrot Creek	Lac St. Anne County Parkland County Sturgeon County City of Edmonton City of St. Albert City of Spruce Grove Town of Stony Plain Town of Onoway Town of Morinville Town of Gibbons Summer Villages of Lac Ste. Anne County East	<ul style="list-style-type: none"> <li>• \$512,000 from three provincial and federal grants was used to summarize information on:                             <ul style="list-style-type: none"> <li>○ surface water and groundwater hydrology</li> <li>○ wetland and natural areas</li> <li>○ water quality</li> <li>○ fisheries habitat and aquatic life</li> <li>○ riparian intactness</li> <li>○ policy and planning tools for watershed protection</li> </ul> </li> <li>• This information was used to complete a Sturgeon River Watershed Management Plan (2020) which provides guidance and actions to protect the watershed.</li> <li>• A \$200,000 Alberta Community Partnership Grant was received to implement priority action items from the Sturgeon River Watershed Management Plan in 2020- 2023.</li> </ul>

<p><b>VERMILLION RIVER</b></p>	<p>Vermilion River Waskwei Creek Cotton Creek Birch Creek Campbell Creek Deer Creek Stretton Creek</p>	<p>County of Vermillion River County of Minburn Beaver County County of Two Hills County of St. Paul Town of Vermillion Town of Vegreville Town of Two Hills Town of St. Paul Town of Elk Point Town of Bruderheim Village of Holden Village of Innisfree Village of Myrnam</p>	<ul style="list-style-type: none"> <li>• A four-year, \$1.4 million Water Resiliency and Restoration Program grant to promote riparian and wetland restoration projects in the watershed. To date over 100 ha of wetlands and riparian areas have been enhanced or restored through this project.</li> <li>• A shared \$75,000 Water Resiliency and Restoration Program grant with Sturgeon River Watershed Alliance was used to assess long term land use changes in the watershed and its effect on the hydrology of the basin. This study uses ALCES, a cumulative assessment simulation assessment tool, to show the impacts of land use decisions. This tool has also been used by the Edmonton Metro Regional Board to support its planning discussions and policy.</li> </ul>
<p><b>BEAVERHILL</b></p>	<p>North Saskatchewan River Beaverhill Creek Astotin Creek Beaverhill Lake Cooking Lake Hastings Lake Antler Lake</p>	<p>Strathcona County Lamont County Beaver County City of Fort Saskatchewan Town of Bruderheim Town of Tofield Town of Ryley</p>	<ul style="list-style-type: none"> <li>• A Land Stewardship grant was used to complete a lake management plan for Antler Lake.</li> </ul>





# NSWA

NORTH SASKATCHEWAN  
WATERSHED ALLIANCE

202 - 9440 49 Street NW  
Edmonton, Alberta  
T6B 2M9

## Invoice

Date	Invoice #
01/10/2020	2021.068

<b>Phone #</b>	587.525.6827
<b>E-mail</b>	ellen.cust@nswa.ab.ca
<b>Web Site</b>	www.nswa.ab.ca

Invoice To
Village of Alberta Beach Mayor Jim Benedict PO Box 278 Alberta Beach, Alberta T0E 0A0

P.O. No.

Description	Qty	Rate	Amount
Municipal Contribution January 1 to December 31, 2021 - Per Capita Funding Request	1,018	0.50	509.00
Thank you for your support		<b>Total</b>	\$509.00

GST/HST No. 890443419

# Connecting You to Watershed Resources

## How can NSWA help your municipality with watershed issues?



- Growing concerns from residents related to local water issues
- Complex environmental regulations or guidelines
- Development pressures on local lakes, rivers, or creeks
- Poor lake or river water quality
- Loss of wetlands and other environmentally sensitive areas

### COLLABORATIVE PARTNERSHIPS



*We facilitate inter-municipal partnerships that address watershed issues*

- Three municipally-led subwatershed groups: Headwaters, Sturgeon and Vermilion
- 40+ municipal partners both rural and urban
- Work closely with federal and provincial governments on watershed related issues

### GRANT SUPPORT



*NSWA has coordinated over \$3 million in grant funds for municipalities*

- For every \$1 municipalities contribute, NSWA has been able to secure \$4.50 in grant funds
- Studies of water quality, riparian areas, and aquatic health issues
- Helping local landowners protect or restore wetland and riparian areas

### EXPERTISE & PROJECT MANAGEMENT



*NSWA staff have knowledge of municipal watershed issues*

- Completed over 50 technical studies and management plans
- Contribute to provincial policy development
- Guided by the North Saskatchewan River Watershed Integrated Watershed Management Plan (2012)

### EDUCATION & AWARENESS



*We provide resources to help residents and council understand watershed issues*

- Monthly newsletters highlighting watershed activities and resources
- Free Educational Forums held twice a year on key watershed topics
- Website with links to watershed information, presentations, and reports

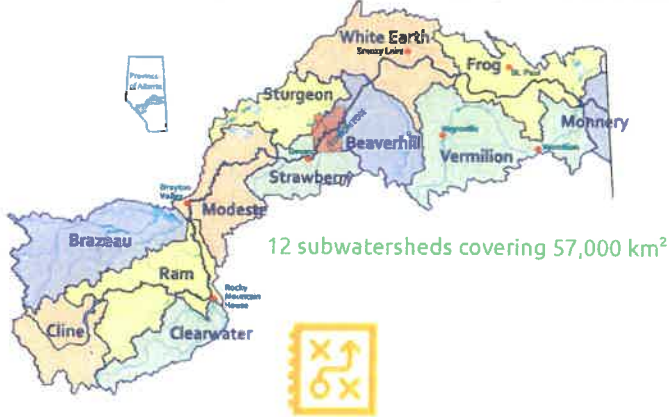
## Local Solutions for Local Issues

The **North Saskatchewan Watershed Alliance** is a non-profit organization designated by the Province of Alberta as a Watershed and Planning Advisory Council for the North Saskatchewan River watershed.

Learn more by visiting our website [nswa.ab.ca](http://nswa.ab.ca)



## NORTH SASKATCHEWAN RIVER WATERSHED



### WE PLAN

WE WORK WITH OTHERS TO FIND WAYS TO INTEGRATE LAND AND WATER PLANNING TO IMPROVE WATERSHED FUNCTION



### WE ADVOCATE

WE ADVOCATE FOR THE PROTECTION OF WATER QUALITY, WATER SUPPLIES AND ECOSYSTEM HEALTH THROUGH WATERSHED MANAGEMENT



### WE SHARE

WE PROVIDE INFORMATION ABOUT THE WATERSHED AND CREATE FORUMS FOR SHARING THAT INFORMATION

## WORKING TOGETHER FOR A HEALTHY AND RESILIENT WATERSHED

### VISION

*People working together for a healthy and functioning North Saskatchewan River watershed – today and tomorrow.*





The NSW Board consists of 18 representatives from municipal, provincial government, industry, agriculture, non-governmental organizations and members at large.

### MISSION

*To protect and improve water quality, water quantity (instream flow) and the health of our watershed by: seeking, developing and sharing knowledge; facilitating partnerships and collaborative planning; and working in an adaptive management process.*



[water@nswa.ab.ca](mailto:water@nswa.ab.ca) | 587.525.6820

 Follow us on social media  
 @NorthSaskRiver



**NSWA**  
NORTH SASKATCHEWAN  
WATERSHED ALLIANCE



# ANNUAL REPORT 2019-2020



# OUR APPRECIATION

We are grateful to the many supporters of the North Saskatchewan Watershed Alliance (NSWA). We would not be able to facilitate partnerships, complete studies or share knowledge in our watershed without the time and resources provided by our contributors.

We acknowledge the **Government of Alberta** for providing a multi-year operational grant and important contributions from **EPCOR** and many **municipalities** in our watershed. Our partners contributed \$715,000 of financial support and over \$600,000 of in-kind support to NSWA in 2019-2020.



Counties	Cities and Towns	Villages and Summer Villages
<p>Beaver County Brazeau County Clearwater County Lac Ste. Anne County Lamont County Leduc County Parkland County St. Paul County Smoky Lake County Strathcona County Sturgeon County Thorhild County County of Minburn County of Two Hills County of Vermilion River</p>	<p><b>Cities:</b> Edmonton Fort Saskatchewan St. Albert</p> <p><b>Towns:</b> Bruderheim Devon Drayton Valley Gibbons Onoway Rocky Mountain House St. Paul Smoky Lake Vegreville Vermilion</p>	<p><b>Villages:</b> Holden Innisfree Spring Lake</p> <p><b>Summer Villages:</b> Betula Beach Horseshoe Kapasawin Lakeview Ross Haven Seba Beach South View Sunset Point West Cove Yellowstone</p>

## MESSAGE FROM THE EXECUTIVE DIRECTOR

NSWA is celebrating *20 years of watershed leadership* this year and we are marking the occasion with many special initiatives.

- We shared over 700 copies of our special edition 2020 anniversary calendar which included stunning photographs of our 12 subwatersheds. There was such a high demand for them that we had to reprint them twice!
- A "Do you Remember?" section in our monthly newsletter that showcases important people and events in NSWA's 20 year history.
- Both NSWA Educational Forums this year will focus on "20 Years of Partnerships" and the successes of working collaboratively on watershed issues.

Our longstanding work will also be recognized at the 2020 [Alberta Emerald Awards](#) with NSWA being a finalist in the Non-Profit category for *20 Years of Watershed Management Excellence*.

A special thank you to the many staff members, board directors and supporters over the last 20 years who have made NSWA the great organization it is today.

*Leah Kongsrude, Executive Director*



## NSWA STAFF



### NSWA AGM June 2019

Back row, left to right: *Rachel Bootsma, Mary Ellen Shain, David Trew, Gord Thompson, Ellen Cust*

Front row, left to right: *Leah Kongsrude, Addison Brown, Billie Milholland, Elisa Brose, Mara Erickson, Michelle Gordy*

## BOARD OF DIRECTORS

The NSWA is a multi-stakeholder watershed partnership incorporated as a non-profit society in 2000 and designated as a Water Planning and Advisory Council by the Government of Alberta in 2005.

The work of NSWA is guided by an **18 member multi-stakeholder Board** that provides strategic direction and advice to the organization to achieve its vision and mission. We appreciate our Board members ongoing dedication and support.

### BOARD MEMBERS

#### NSWA AGM June 2019

Back row, left to right: *Al Corbett, John McNab, Bill Fox, Jason Wilkins, Tony LeMay, Bob Winship, John Thompson*

Front row, left to right: *Ken Crutchfield, Leah Hamonic, Bart Guyon, Jim Duncan, Laurie Danielson, Steve Craik, Jamie Bruha, Jacquie Hansen*

Missing: *Aleta Corbett, Jatinder Tiwana*



### NSWA BOARD OF DIRECTORS 2019-2020

#### Agriculture

Bill Fox, *Alberta Beef Producers*

#### Forestry

Bob Winship, *Weyerhaeuser*

#### Industry

Dr. Laurie Danielson, *NCIA*

#### Member-at Large

John Thompson

#### Federal Government

*vacant*

#### Municipal

Al Corbett, *Alberta Drainage Council*

Jim Duncan, *Clearwater County*

Bart Guyon, *Brazeau County*

Jacquie Hansen, *City of St. Albert*

John McNab, *Parkland County*

#### NGO

Ken Crutchfield, *Alberta Chapter Wildlife Society*

Leah Hamonic, *Antler Lake*

*Stewardship Committee*

#### Provincial Government

Jamie Bruha, *Alberta Environment and Parks*

Tony LeMay, *Alberta Energy Regulator*

#### Utility

Dr. Stephen Craik, *EPCOR*

Aleta Corbett, *TransAlta*

#### Advisory

Jatinder Tiwana, *City of Edmonton*

**Board Directors volunteered over 900 hours  
for an in-kind contribution of over \$110,000  
in 2019-2020**

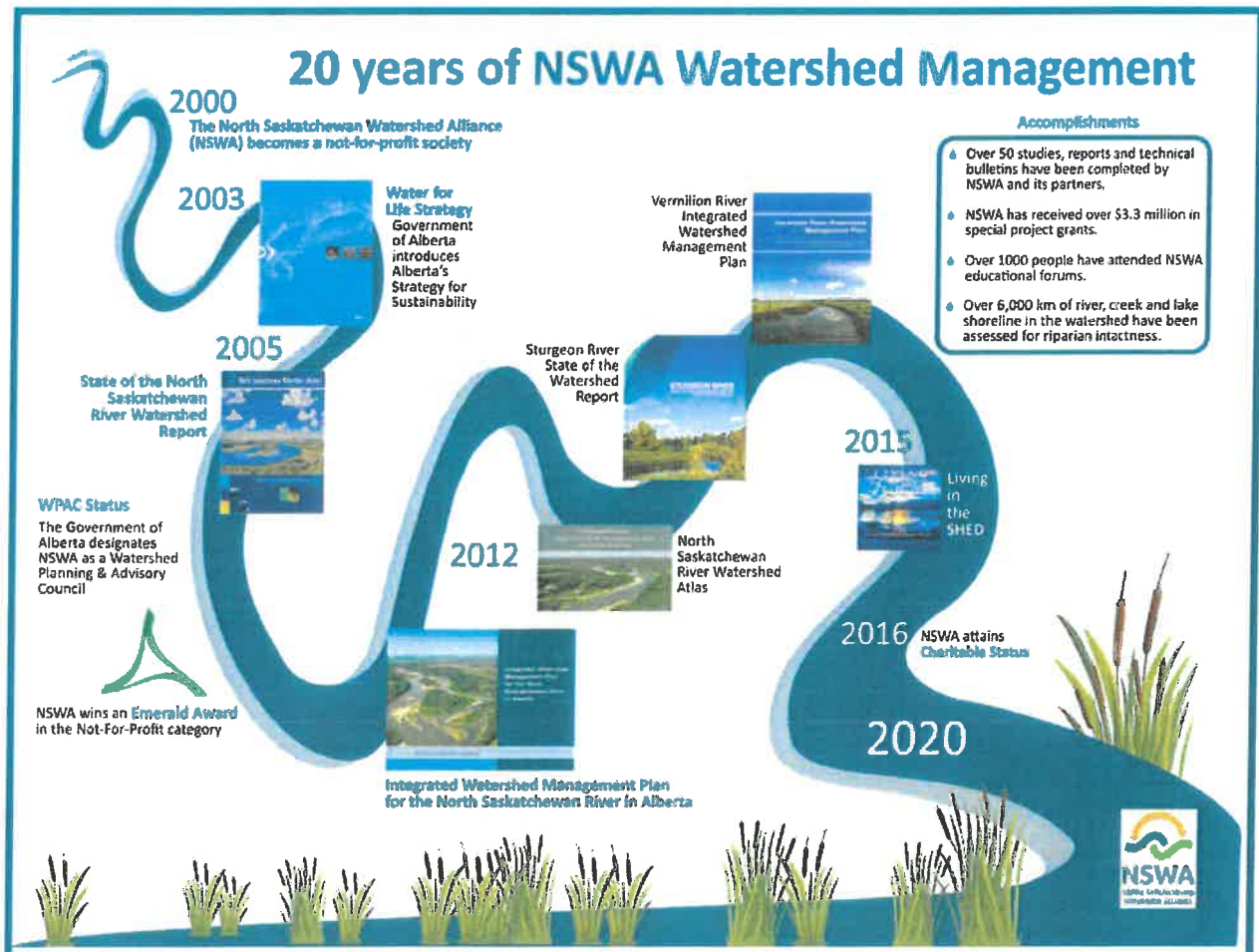
# A BRIEF HISTORY OF NSWA 2000 TO 2020

In the late 1990's, **EPCOR, TransAlta, Trout Unlimited, Agriculture and Agrifood Canada** and the **City of Edmonton** were all working on initiatives related to the health of the North Saskatchewan River. In 1997 they amalgamated to form the *North Saskatchewan Watershed Alliance*. In 2000 NSWA became a registered non-profit society.

The NSWA became the designated Watershed Planning and Advisory Council for the North Saskatchewan River (NSR) in 2005, two years after the Alberta [Water for Life Strategy](#) was adopted by the province.

The NSWA produced the [State of the Watershed](#) report in 2005 and the [Integrated Watershed Management Plan](#) in 2012. In total, NSWA has completed over 50 studies and published the *North Saskatchewan River Watershed Atlas* and the book *Living in the Shed*.

NSWA has provided a forum for sharing knowledge and collaborating on issues affecting the North Saskatchewan River watershed in Alberta for 20 years.





# NSWA STRATEGIC PLAN 2019-2021

The NSWA Board has a 3-Year Strategic Plan that has **four goals to achieve the vision and mission** of the North Saskatchewan Watershed Alliance. The goals also align with the mandate of Watershed Planning and Advisory Councils set out by Alberta Environment and Parks.

## STRATEGIC GOALS

**Goal 1:** *The NSWA supports Collaborative Watershed Planning*

**Goal 2:** *The NSWA provides Leadership in Watershed Management*

**Goal 3:** *The NSWA promotes Watershed Knowledge Sharing*

**Goal 4:** *The NSWA remains a Functional and Sustainable Organization*

The four goals are further defined by key objectives and actions which direct the work of the NSWA organization.

The Strategic Plan is reviewed annually by the NSWA Board to adjust for new opportunities and challenges and to assess the progress of the Plan.

**In 2020, the Board approved three key short term strategic directions:**

- ***Concentrate Outreach and Collaboration on Key Watershed Stakeholders***
- ***Focus Efforts and Resources on Subwatershed groups***
- ***Identify ways to Measure the Success of the NSWA***





Collaborative partnerships are the core to successful watershed planning for the NSWA. Our strong relationships with **government agencies, municipalities, industry, non-governmental organizations** and **watershed stewardship groups** provide us with the ability to align our work with our key stakeholder's watershed issues and projects.

## COLLABORATIVE PARTNERSHIPS

HEADWATERS ALLIANCE	STURGEON RIVER WATERSHED ALLIANCE	VERMILION RIVER WATERSHED ALLIANCE	LAKE PARTNERSHIPS
<ul style="list-style-type: none"> <li>• Brazeau County</li> <li>• Clearwater County</li> <li>• Leduc County</li> <li>• Parkland County</li> <li>• Wetaskiwin County</li> <li>• Town of Davon</li> <li>• Town of Drayton Valley</li> <li>• Town of Rocky Mountain House</li> <li>• EPCOR</li> </ul>	<ul style="list-style-type: none"> <li>• Lac Ste Anne County</li> <li>• Parkland County</li> <li>• Sturgeon County</li> <li>• City of Edmonton</li> <li>• City of St. Albert</li> <li>• City of Spruce Grove</li> <li>• Town of Gibbons</li> <li>• Town of Morinville</li> <li>• Town of Onoway</li> <li>• Town of Stony Plain</li> <li>• Village of Alberta Beach</li> <li>• Summer Villages of Lac Ste Anne &amp; County East</li> <li>• Alexander First Nation</li> <li>• Alexis Nakota Sioux Nation</li> <li>• Metis Nation of Alberta</li> <li>• Big Lake Environmental Support Society</li> <li>• Alberta Conservation Association</li> <li>• Wagner Natural Area Society</li> <li>• Alberta Environment and Parks</li> </ul>	<ul style="list-style-type: none"> <li>• Beaver County</li> <li>• Lamont County</li> <li>• County of Minburn</li> <li>• County of Two Hills</li> <li>• County of Vermillion River</li> <li>• Town of Two Hills</li> <li>• Town of Vegreville</li> <li>• Town of Vermilion</li> <li>• Village of Holden</li> <li>• Village of Marwayne</li> <li>• Agriculture and Agri-Food Canada</li> <li>• Alberta Environment and Parks</li> <li>• Alberta Drainage Council</li> <li>• Alternative Land Use Services Canada</li> <li>• Ducks Unlimited Canada</li> <li>• Holden Drainage District</li> <li>• Lakeland College</li> </ul>	<ul style="list-style-type: none"> <li>• Parkland County</li> <li>• Strathcona County</li> <li>• Antler Lake Stewardship Committee</li> <li>• Hubbles Lake Stewardship Society</li> <li>• Jackfish Lake Management Association</li> <li>• Lake Isle Lac Ste Anne Stewardship Association</li> <li>• Mayatan Lake Management Association</li> <li>• Wabamun Watershed Management Council</li> <li>• Wizard Lake Watershed and Lake Stewardship Organization</li> <li>• Lakes of Parkland County Group</li> <li>• Alberta Lake Management Society (ALMS)</li> <li>• Alberta Environment and Parks</li> </ul>

**SUBWATERSHED ALLIANCES:**

33 Municipalities

11 Non-governmental Groups

5 Government Agencies

**PROVIDED  
OVER 1000  
IN-KIND  
HOURS**



## RIPARIAN HEALTH ACTION PLAN

The Riparian Health Action Plan (RHAP) has three phases:

- **Create an inventory** using satellite imagery that assesses the overall condition of riparian areas.
- **Collaborate with local municipalities and landowners** to develop riparian bylaws and guidelines that complement provincial regulations.
- **Support programs** that enable and assist landowners to retain, restore and replant riparian vegetation on their own land.

The NSWA received a \$130,000 Watershed Restoration and Resiliency grant to address Phase 2 of RHAP.

## RIPARIAN WEB-PORTAL

This project, initiated by the Headwaters Alliance in 2017, is creating a **website** where riparian assessment data, as well as information on riparian restoration projects and programs is available to the public.

## MODESTE NATURAL INFRASTRUCTURE PROJECT

Led by **ALUS Canada**, this project was developed with the Headwaters Alliance, Parkland County, Innotech Alberta and the University of Guelph.

It will evaluate the **financial benefits** of conserving and enhancing natural infrastructure on agricultural lands.

**Over 6,000 kilometers of river, creek and lake shorelines have been assessed for riparian intactness - More to come!**



**2019-2020 Headwaters Committee**

In August 2019, the **Headwaters Alliance** hosted a **River Tour** where participants learned about the history and ongoing management of watershed health in Alberta.

Four historic voyager canoes were filled with a spectrum of people from the province and municipalities, including many elected officials.



In August 2019 over 30 people participated in the Headwaters canoe trip



The NSWA has been working with 12 municipalities in the Sturgeon River subwatershed to develop the **Sturgeon River Watershed Management Plan** that will address local watershed issues with local solutions.

The **SRWA** includes a Steering Committee of elected officials and a Technical Advisory Committee of municipal staff, non-governmental organizations and technical experts.

## STURGEON RIVER PROJECTS

Several key studies on the Sturgeon River Watershed were completed in 2019-2020:

- *Sturgeon River Watershed Management Plan* (March 2020)
- *Sturgeon River Watershed Recommendations for Planning Alignment* (February 2020)
- *Strategic Priorities to Improve Sturgeon River Watershed Resiliency* (July 2019)

**The SRWA received a \$200,000 Alberta Community Partnership Grant for implementation of the Watershed Management Plan.**



## WATERSHED MANAGEMENT PLAN

The SRWA completed a draft of a watershed management plan for the Sturgeon River watershed in January 2020. The watershed management plan includes **six outcomes**:

- **Policies and Plans** are well-informed and align to support a healthy watershed.
- All residents have access to **safe, secure drinking water** supplies, whether they are on public or private systems or draw from surface or groundwater.
- **Aquatic Ecosystems**, including our rivers, lakes, wetlands and other water bodies, are healthy.
- The importance of water quantity is recognized and **reliable, quality water supplies** are available for people, livestock and a sustainable economy.
- **Wise land use** ensures the cumulative effects of growth and development are mitigated, the land is resilient to climate change and individuals and communities are well prepared for flood and drought events.
- **Residents and stakeholders** support the Sturgeon River Watershed Management Plan and are willing to participate in local and regional initiatives to improve watershed health.

# VERMILION RIVER WATERSHED ALLIANCE

## ENGAGEMENT ACTIVITIES

In 2019-20, **VRWA** activities focused on celebrating Vermilion River Watershed stewardship successes.

- **Two Hills Trade Show** -The VRWA had a booth at this well-attended trade show in the watershed where county restoration projects were highlighted.
- **Lamont County "Living with Water" Beaver Workshop**- Co-hosted by Lamont County, **Cows & Fish**, and the VRWA, this event emphasized the importance of beavers to watershed integrity and resilience, and shared information on (non-lethal) methods of beaver management.
- **Lamont County Open House** -NSWA shared information with Lamont County residents about the restoration and enhancement work in their watershed.
- **River Revival Planting Event** -NSWA and VRWA in partnership with the **Agroforestry Woodlot Extension Society (AWES)**, the Town of Vegreville, and the Vegreville Regional Museum to host a public "River Revival" event on the museum grounds. The goals of the event were three-fold:
  - To educate about riparian areas and "eco-buffers"
  - To plant over 300 in native plants
  - To celebrate VRWA successes with a BBQ
- **Ryley Sports Days**-Increased the profile of both watershed alliances, and informed attendees about the restoration and enhancement work done in their watershed.

## RESTORATION PROJECTS

The NSWA and VRWA have been working with landowners in the Vermilion watershed since 2016 to restore and enhance wetlands and riparian areas.

In 2019-2020 , **five projects enhanced 3.79 kilometers of riparian areas** along the Vermilion River, creeks and tributaries and **2.90 hectares of wetland areas**.



River Revival - Vegreville - June 2019

*Michelle Gordy* has taken on the role of Watershed Planning Coordinator for the VRWA.

*Mara Erickson* is now with Environment and Climate Change Canada. We wish her the very best in her new position.



## LAKE STEWARDSHIP GROUPS

The important partnerships the NSWA has with Watershed Stewardship Groups under the Water for Life Strategy is reflected in our work with many lake groups.

### FUTURE OF LAKE MANAGEMENT

The NSWA has over 680 named lakes in our watershed and many are under increased development and recreation pressures. The NSWA is reviewing **who, what, where and how** lake management has evolved in our watershed.

We are working with the Alberta Environment and Parks, Alberta Lake Management Society (ALMS) and other groups to identify opportunities for alignment and collaboration on lake management issues.

A good example of collaboration is the development of the **Lakes of Parkland County** group (*Hubbles, Isle, Jackfish, Lac Ste Anne, Mayatan, Wabamun and Wizard Lakes*). These Watershed Stewardship Groups are discussing the benefits of working together to share knowledge and resources.

### LAKE STEWARDSHIP RESOURCES

NSWA works with Alberta Environment and Parks, ALMS and the Land Stewardship Centre to share lake stewardship information and support.

NSWA staff attended the **2019 ALMS Workshop** at Lake Chestermere to share our lake knowledge, learn more about lake issues across Alberta and enjoy a kayak outing with fellow attendees.

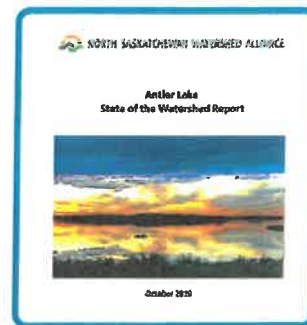


Paddlers on Lake Chestermere

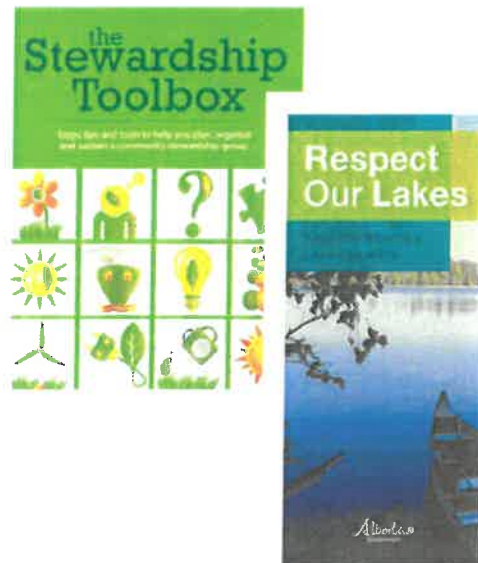
### LAKE MANAGEMENT STUDIES

NSWA has been facilitating the development of the Wabamun Lake Watershed Management Plan with a Steering Committee consisting of:

- Local Lake Stewardship groups
- Municipalities
- NSWA
- Alberta Environment and Parks



The NSWA completed the **State of the Watershed Report for Antler Lake**. The NSWA will be sharing the report with the Antler Lake Stewardship Committee and Strathcona County to highlight the findings of the report.



## GOAL 2: LEADERSHIP IN WATERSHED MANAGEMENT

The NSWA reviews and prioritizes watershed management projects to maximize partnership opportunities and use of resources. In addition to the three subwatershed Alliances, this includes providing advice on Government of Alberta policy, framework and guidelines projects.

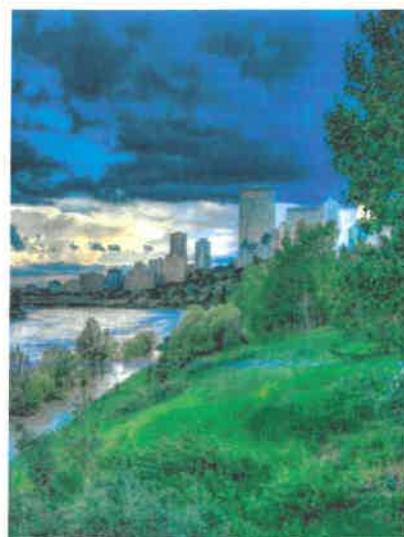
### North Saskatchewan River WaterSHED Monitoring Program

The [WaterSHED Monitoring Program](#) is a unique partnership between:

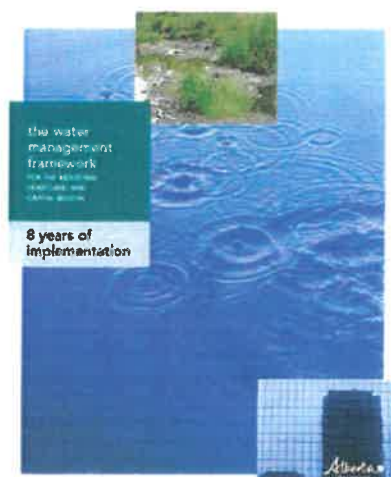
- Alberta Environment and Parks
- EPCOR
- North Saskatchewan Watershed Alliance
- City of Edmonton

By combining and coordinating resources this collaborative partnership has created the North Saskatchewan River's most **comprehensive river monitoring program**.

**19 new or upgraded water quality monitoring stations from the headwaters of the North Saskatchewan River to the Saskatchewan Border.**



### Industrial Heartland /Capital Region Water Quality Management Framework



NSWA participates in Alberta Environment and Parks Implementation Advisory Committee for the [Water Quality Management Framework](#) for the Industrial Heartland and Capital Region.

The Water Management Framework for the Industrial Heartland and Capital Region presents a **collaborative, cumulative effects management approach** to protect the reach of the North Saskatchewan River, from Devon to Pagan, which is directly impacted by municipal and industrial effluent discharge.

The Framework has been under development since 2007 and the will be added into the new provincial North Saskatchewan Regional Plan.

## North Saskatchewan Expanded Riparian Assessment Project

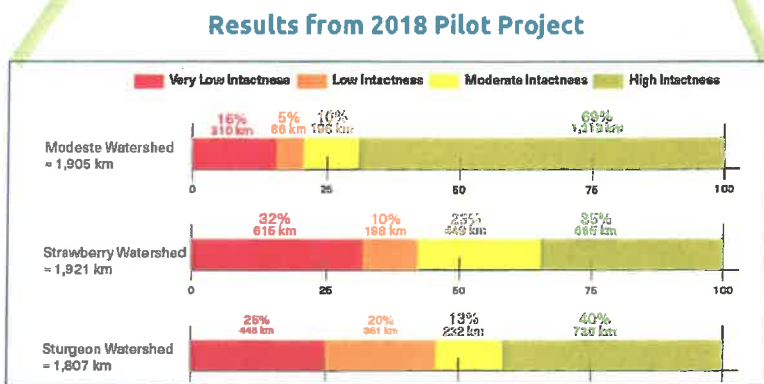
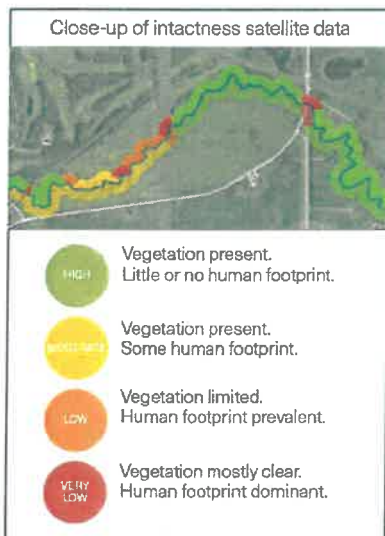
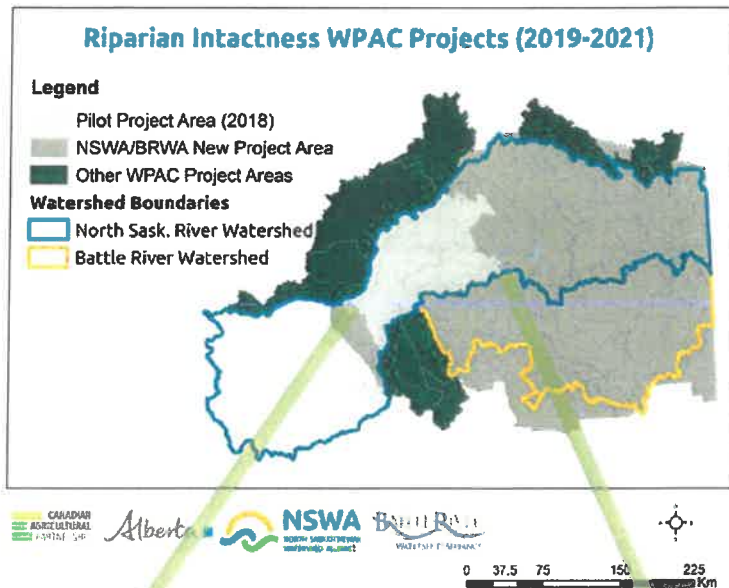
In 2018, a **new riparian assessment method** piloted in the Modeste subwatershed provided a detailed review of over 1800 kilometers of shorelines. This assessment provides a high level overview of the intactness and pressure on riparian systems for large areas. This method was also used in the Strawberry and Sturgeon subwatersheds in 2019 and a total **over 6000 kilometers** was assessed.

The NSWA received a \$500,000 grant from the Canadian Agricultural Partnership program to expand the riparian assessment of the watershed into an **additional five subwatersheds**:

- *Beaverhill*
- *White Earth*
- *Vermilion*
- *Frog*
- *Monnery*

NSWA is partnering with the **Battle River Watershed Alliance** to maximize use of resources and expertise. Once the assessment is complete the project will also include stakeholder workshops on how to use this new information.

Three adjacent Watershed Planning and Advisory Councils are also proposing to use the new method including the Athabasca, Beaver and Red Deer councils.





## NEW PUBLICATIONS

The NSWA has completed over **50 studies**, reports and technical bulletins on the North Saskatchewan watershed. **Six new reports** were completed in 2019-2020 and you can find all our reports on the NSWA website. There is now a dedicated **RESOURCES** web page that includes search functions by type of report, topic and subwatershed.

- *Sturgeon River Watershed Management Plan (March 2020)*
- *Wabamun Lake Watershed Management Plan (January 2020)*
- *Recommendations for Planning Alignment (February 2020)*
- *Antler Lake State of the Watershed Report (October 2019)*
- *Strategic Priorities to Improve Sturgeon River Watershed Resiliency (July 2019)*
- *Strategic Priorities to Improve Vermilion River Watershed Resiliency (July 2019)*

**Over 50 watershed reports are available on the NSWA website**



Sturgeon River Watershed Management Plan

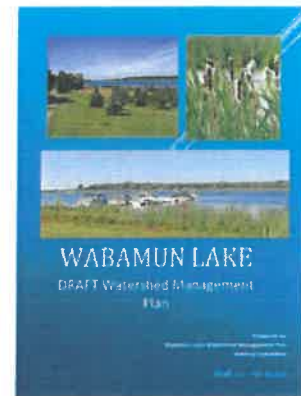
Sturgeon River Watershed Alliance



An Identification and Evaluation of Strategic Priorities for Conservation and Restoration to Improve Watershed Resiliency in the Vermilion River Watershed



An Identification and Evaluation of Strategic Priorities for Conservation and Restoration to Improve Watershed Resiliency in the Sturgeon River Watershed



WABAMUN LAKE  
DRAFT Watershed Management Plan



## GOAL 3: WATERSHED KNOWLEDGE SHARING

The NSWA is a key resource for watershed information on the North Saskatchewan River watershed and focuses its communications efforts on strategic issues with its key stakeholders. We align and compliment the communications efforts of Alberta Environment and Parks, Watershed Planning and Advisory Councils and other watershed organizations to reinforce watershed knowledge and stewardship messages.

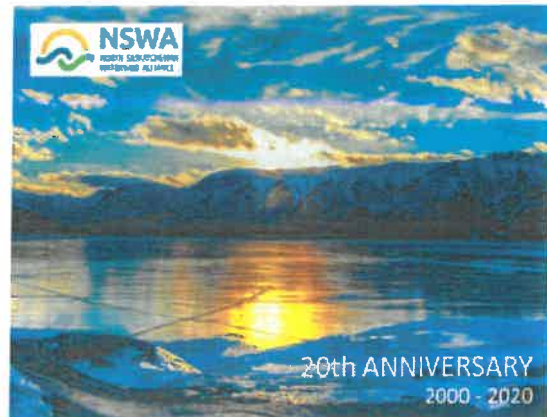
### NSWA WEBSITE



*The NSWA website averages  
800 visits per month*

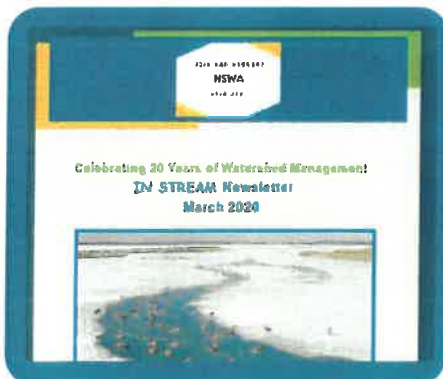
### 20TH ANNIVERSARY CALENDAR

NSWA published a special anniversary calendar for 2020 with **watershed photos and information**, and distributed it to members and new MLAs in the watershed.



### MONTHLY NEWSLETTERS

Our **newsletters** keep over **750 subscribers** informed of watershed news and upcoming events.



### SOCIAL MEDIA

**Twitter: 2536 followers**  
**Facebook: 830 followers**  
**Linked In: 504 connections**  
**Instagram: 202 followers**



# NSWA 2019 - 2020

4,000+ Followers  
on social media

- 2 Summer Students
- 28 Events
- 17 Communities
- 7 Subwatersheds

spoke  
with  
**844**  
people

3  
Subwatershed  
Alliances

- 33 Municipalities
- 11 Non-government Groups
- 5 Government Agencies

2 Educational Forums attended by 200+ people

Meetings  
with Watershed  
Leaders

70+ board of directors, steering committees,  
technical advisory committees, non-  
government organizations, stewardship groups,  
municipalities, industry, government departments

Over 50 watershed  
reports available  
on NSWA website

750+  
Newsletter subscriptions

800+  
Monthly website visits

Over 1100  
people have  
attended  
NSWA Forums  
since 2013

## EDUCATIONAL FORUMS

In 2019-2020 NSWA held two educational forums:

- *Drinking Water Protection - Successes and Challenges* (October 2019)
- *20 Years of Progress in Watershed Management - Celebrating Partnerships* (February 2020)

NSWA continues to receive very positive feedback on our forums and will continue to use input from attendees to select watershed topics. All forum presentations are posted on the NSWA website.



EPCOR Watershed Model



NAIT students and instructors attend October 2019 Forum

## WATERSHED EVENTS

In 2019, NSWA designed a **tent for outreach events** which features a map of the watershed, diagrams explaining 'what is a watershed', and subwatershed information.

With the help of two summer students, Rachel and Addison, NSWA attended over **26 events**, and visited over **17 communities** in 2019-2020 including :

- *EPCOR's Riverfest - Edmonton*
- *Clean and Green Riverfest - St. Albert*
- *Canada Day - Fort Saskatchewan*
- *River Revival Tree Planting - Vegreville*
- *Rodeo Promenade - Tofield*
- *Pioneer Days - Gibbons*
- and many more events!

EPCOR's Riverfest -NSWA Outreach Tent



River Revival Tree Planting- Vegreville



## GOAL 4: FUNCTIONAL AND SUSTAINABLE ORGANIZATION

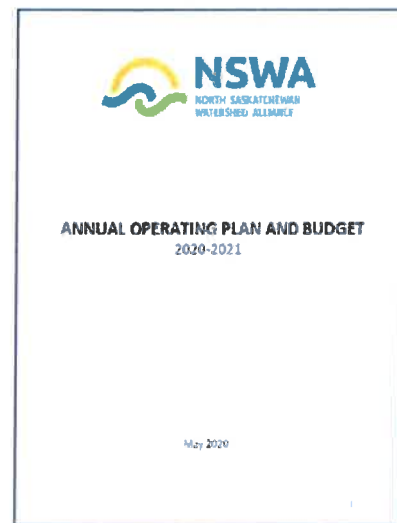
The NSWA is a registered non-profit society guided by an 18-member multi-stakeholder board and currently has **five full time staff**. We rely on funding from Alberta Environment and Parks, EPCOR and municipal contributions to fund our core operations. Watershed management specific project work is funded through separate federal and provincial grants, and municipal and watershed stewardship group contributions.

### BOARD GOVERNANCE

The Board continued to work on key strategic directions of the organization through the work of five standing committees:

- *Executive*
- *Communications and Engagement*
- *Finance*
- *Governance*
- *Strategic Planning and Priorities*

A major accomplishment for the Board was the in depth review and rewrite of the **NSWA Bylaws** which were last updated in 2009. This included an in depth review of the sectors represented on the board.

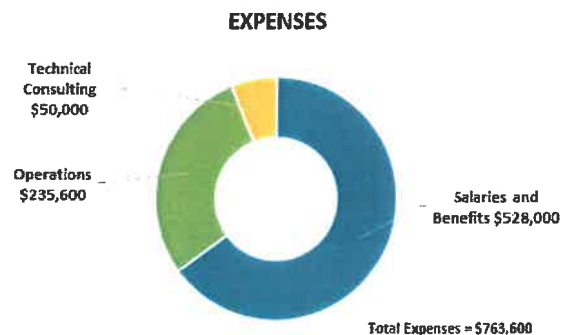
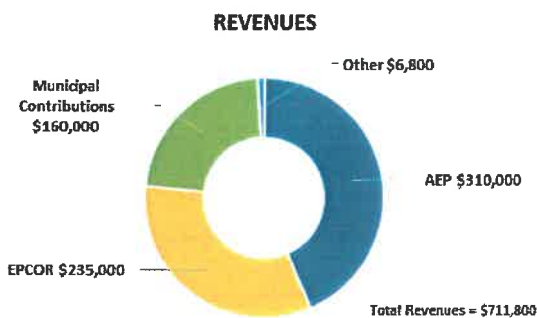


### OPERATIONAL FUNDING

The NSWA receives **core funding** from:

- An operating grant from the Government of Alberta
- A contribution from EPCOR Water Services Canada
- Municipal contributions equivalent to \$0.50 per capita

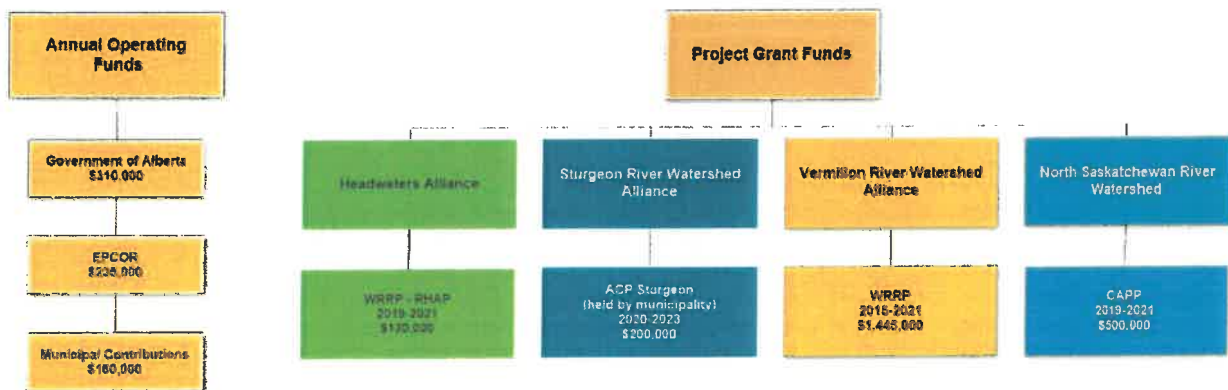
**For every \$1.00 NSWA receives in operational funding we have generated over \$3.00 in grant funding.**



## FUNDING SOURCES

The NSWA applies for grants from **Federal and Provincial government programs** for watershed project specific work such as technical studies and on-the-ground restoration projects. Over **\$3.0 million** worth of grants have been awarded to the NSWA in the last five years.

You can find a full copy of the NSWA 2018-2019 Audited Financial Statement on our website [www.nswa.ab.ca](http://www.nswa.ab.ca)



WRP - Watershed Resiliency and Restoration Program  
 ACP - Alberta Community Partnership  
 CAPP - Canadian Agricultural Partnership Program  
 RHAP - Riparian Health Action Plan



### PHOTO CREDITS:

Cover Page: *View from Groat Road*, Bill Trout, Images Alberta  
 Pages 7, 12, 15, 18 : Airscapes  
 Page 6: *Canola Field*, Karen Albert, Images Alberta  
 Page 9: *Bridge over Sturgeon*, Karen Albert, Images Alberta  
 Page 9: *Lac Ste Anne Sunset*, Bill Trout, Images Alberta  
 Page 9: *White Admiral*, Roger Kirchen, Images Alberta  
 Page 10: *River Bend*, Bill Trout, Images Alberta

Page 11: *Lac Ste Anne sunset*, Bill Trout, Images Alberta  
 Page 12: *NSR Flood*, Bill Trout, Images Alberta  
 Page 14: *Aurora over Chickakoo*, Bruce T. Smith, Images Alberta  
 Page 19: *From Bridge by Waskatenau*, Steve Ricketts, Images Alberta  
 Back Cover: *Clifford E. Lee Nature Preserve*, Bill Trout, Images Alberta  
 Other photos: NSWA



**NSWA**  
NORTH SASKATCHEWAN  
WATERSHED ALLIANCE

## OUR VISION

*People working together for a healthy and functioning North Saskatchewan River watershed – today and tomorrow.*

## OUR MISSION

*To protect and improve water quality, water quantity (instream flow) and the health of our watershed by:*

- *Seeking, developing and sharing knowledge;*
- *Facilitating partnerships and collaborative planning; and,*
- *Working in an adaptive management process.*



## Keep in Touch!

[water@nswa.ab.ca](mailto:water@nswa.ab.ca)

[www.nswa.ab.ca](http://www.nswa.ab.ca)

587 525 6820

FACEBOOK: NorthSaskRiver

LINKED IN: North Saskatchewan Watershed Alliance

TWITTER: @NorthSaskRiver

INSTAGRAM: @north\_sask\_river

## AFRRCS ACCESS AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,**  
as represented by the Minister of Service Alberta  
(the “**Province**”)

- and -

First Responder Agency Legal Name  
(the “**First Responder**”)

**WHEREAS:**

- A. The Province has purchased and constructed a land mobile radio system, the Alberta First Responders Radio Communications System (“**AFRRCS**”), for the purposes of supporting public security and public safety. AFRRCS is owned and operated by the Province and is to be used by the First Responder only for the purposes of supporting public security and public safety, and on a fee-free basis (without compensation).
- B. AFRRCS usage is governed by the AFRRCS Governance Council. AFRRCS Governance Council has the authority to approve, publish and amend policies and procedures that ensure the inter-operability and effectiveness of AFRRCS for all AFRRCS users.
- C. The Province and the First Responder (each, a “**Party**” and collectively, the “**Parties**”) wish to enter into this AFRRCS Access Agreement (the “**Agreement**”) for the Province to provide the First Responder with access to AFRRCS for the purpose of public safety communications.

**NOW THEREFORE** in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are irrevocably acknowledged, the Parties agree as follows:

**Access**

- 1. The Province shall provide the First Responder with access to AFRRCS. The First Responder will be provided access to AFRRCS until December 31, 2031 (the “**Term**”) unless terminated earlier or extended in accordance with this Agreement.
- 2. Upon mutual agreement, this Agreement may be extended for up to five (5) years under the same terms and conditions set out herein. The Parties must provide notice of their intention to extend this Agreement no later than ninety (90) days prior to the expiration date of the Term.



### **Technical Attributes and Limitation of Liability**

3. The First Responder acknowledges that the Province has made every attempt to provide AFRRCS on the basis of the technical specifications set out in Schedule “A” (“**Technical Attributes**”), which is attached to and forms part of this Agreement but AFRRCS is provided on an “as is” basis and the Province shall not be responsible for any variations in quality, service, or availability of AFRRCS nor for any damages arising from the First Responder’s use of AFRRCS. The Province may amend the Technical Attributes at any time with prior notice to the First Responder.

### **Permitted Uses and No Compensation**

4. The First Responder shall only use AFRRCS for the purposes of supporting public security and public safety and AFRRCS shall be provided on a fee-free basis.

### **Policies and Procedures**

5. The First Responder shall take reasonable efforts to comply with all applicable policies and procedures governing the use of AFRRCS, established by the AFRRCS Governance Council, the Province or its designated agents.

### **Applicable Laws**

6. The First Responder shall comply with any applicable laws regarding the ownership, use and licensing of their radio devices or use of AFRRCS by the First Responder..

### **Prohibited Activities**

7. The First Responder shall not engage in any activities which degrade the quality or functionality of AFRRCS, including but not restricted to the following:
  - (a) use of AFRRCS for purposes other than supporting public security and public safety;
  - (b) conducting over the air programming, over the air rekeying, telephone interconnect conversations without prior approval of the Province;
  - (c) use of non-voice applications without prior written approval of the Province; and
  - (d) use of common event ‘talkgroups’ for monitoring events which the First Responder is not an active participant.

### **First Responder Equipment and Services**

8. The First Responder acknowledges and agrees that it shall be responsible for the purchase, ownership, installation, configuration, maintenance, and licensing of any devices or services that the First Responder needs to access AFRRCS including any related costs and fees.

### Replacement of Minister's Equipment

9. The First Responder agrees that it shall be responsible for ensuring the physical security of any equipment belonging to the Minister that is located on the premises or within the possession of the First Responder, its employees, and agents ("**Borrowed Minister Equipment**"). The First Responder agrees that it shall pay the cost of replacing any of the Borrowed Minister Equipment that is damaged, excluding reasonable wear and tear, and requires replacement in the opinion of the Minister and at the Minister's sole discretion.

### End User Support

10. The First Responder acknowledges and agrees that it shall be responsible for providing any end user support that its employees and agents may require with respect to AFRRCS.

### Dispute Resolution

11. In the event of a dispute arising from the interpretation or operation of this Agreement, it will be referred to the Parties' representatives set out below, who will use their reasonable efforts to resolve the matter amicably. If either Party believes that such negotiation has failed, that Party may refer the matter to the following persons:

For The Responder	For the Province
	Assistant Deputy Minister Service Alberta Main Floor Access Building 3720 - 76 Avenue Edmonton, AB T6B 2N9 Phone: (780) 644-8414 Fax: (780) 638-5947

The Parties agree that the Province shall be entitled to render the final decision, in its sole discretion, on any disputes and dispute resolution processes.

### Indemnity

12. The First Responder shall indemnify and hold harmless the Province, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the First Responder is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.
13. The Province shall indemnify and hold harmless the First Responder, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Province is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.

## Freedom of Information and Protection of Privacy Act

14. The First Responder acknowledges that this Agreement, including the name of the First Responder, the consideration, term and details of the Services, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Alberta), (the “**FOIP Act**”). The First Responder further acknowledges that the FOIP Act applies to information obtained, generated, collected, or provided for the Province under this Agreement, and agrees to adhere to the FOIP Act in its collection, use and disclosure.

## Confidentiality

15. For the purposes of this section:
- (a) “**Confidential Information**” of a Party means the Party’s confidential or proprietary information or material that may be acquired by, or become available to, the other Party as a result of the matters referred to in this Agreement and includes:
    - (i) information contained in the data management systems of the Party;
    - (ii) financial, operational, personal or business information, records and plans of or relating to the Party or third parties (including any other users of the AFRRCS);
    - (iii) health information as defined in HIA and personal information as defined in the FOIP Act, if applicable;
    - (iv) any information which is required to be kept confidential by statutory or regulatory requirements; and
    - (v) any information that the disclosing Party advises the receiving party in writing is confidential or is marked or labelled confidential.
  - (b) “**HIA**” means the *Health Information Act* (Alberta) and any regulations made thereunder, as may be amended from time to time.
16. Each Party acknowledges that it may come into possession of Confidential Information of the other Party. Accordingly, each Party agrees that it shall:
- (a) hold, and shall cause its directors, officers, members, employees, agents, representatives and affiliates (the “**Representatives**”) to hold, all Confidential Information of the other Party in strict confidence;
  - (b) not collect, use, transmit or disclose the Confidential Information of the other Party to anyone other than to its Representatives and then only to the extent that such Confidential Information is directly required to be disclosed with respect to matters addressed in this Agreement; and

- (c) use all reasonable efforts to protect the other Party's Confidential Information against unauthorized access, use or disclosure.
- 17. In the performance of obligations under this Agreement, the Parties shall comply, and shall ensure that their respective Representatives comply, with the provisions of any applicable federal and provincial privacy legislation including the FOIP Act and HIA.
- 18. Except for any health information as defined in HIA or personal information as defined in the FOIP Act, the foregoing obligations of confidentiality and non-use shall not apply to Confidential Information that the receiving Party can demonstrate:
  - (a) was known to the receiving party prior to its receipt from the other Party as demonstrated by written records;
  - (b) becomes known to the public through no fault of or action by the receiving Party; or
  - (c) is obtained by the receiving party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.
- 19. If a Party or any of its Representatives are required by law to disclose any of the other Party's Confidential Information, then that Party shall provide the other Party with prompt written notice of same so that the other Party may seek a protective order or other appropriate remedy.

#### **Termination**

- 20. Termination with Cause:
  - (a) Any of the following events will constitute an Event of Default ("Event of Default"):
    - (i) the First Responder fails to materially observe, perform or comply with any provision of this Agreement;
    - (ii) the First Responder fails to take reasonable measures to comply with any and all policies and procedures in accordance with section 5 of this Agreement; or
    - (iii) the First Responder engages in any of the prohibited activities set out in section 7 of this Agreement.
  - (b) On the happening of an Event of Default, the Minister shall provide written notice to the First Responder of the Event of Default setting out:
    - (i) the details of the Event of Default;

- (ii) what actions must be taken or ceased by the First Responder in order to cure the Event of Default; and
- (iii) a deadline by which the Event of Default must be cured.

If, at the Minister's sole discretion, the Minister determines that the First Responder has failed to cure the Event of Default by the deadline set out in notice, the Minister may immediately terminate this Agreement.

- (c) On the happening of an Event of Default, and in addition to or instead of the measures set out in subsection (b), and at the Minister's sole discretion, the Minister may immediately suspend the First Responder's, or any of its user's access to the AFRRCS, until the Event of Default is cured.

**Termination without Cause:**

- (a) The Minister may, without cause, terminate this Agreement, upon two (2) years prior written notice to the First Responder.
- (b) The First Responder may, without cause, terminate this Agreement, upon two (2) years prior written notice to the Minister.

**Events upon termination**

- 21. Upon termination of this Agreement, each Party shall:
  - (a) transfer and delete any Confidential Information of the other Party to such Party, and
  - (b) follow any directions of the other Party regarding the transfer and deletion of the Confidential Information of such Party.

**Notice**

- 22. Any notice to be made under this Agreement that is to be made in writing is effective when personally delivered to the address or transmitted by fax to the fax number as follows:

First Responder: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

Province: AFRRCS  
 Address: St. Albert Provincial Building  
 30, Sir Winston Churchill Avenue  
 St. Albert, AB T8N 3A3  
 Attention: Manager Operations  
 Fax: 780-644-8424

**Designated Representatives**

23. The Province designates Manager, Operations, AFRRCS of Service Alberta as the Province’s representative and the First Responder designates insert title of designated representative for ongoing contact between the Province and the First Responder in matters relating to this Agreement.

**General**

24. Time is of the essence of this Agreement.
25. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and except as express in this Agreement, there are no other understandings or agreements, verbal or otherwise that exist between the parties.
26. The parties may amend this Agreement only by written agreement signed by the parties.
27. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of Alberta.
28. The First Responder shall not assign this Agreement and shall not allow third parties access to AFRRCS, without the prior written consent of the Province.
29. The First Responder shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the First Responder or its employees, subcontractors or agents in relation to AFRRCS, and AFRRCS shall be used in accordance with high ethical standards. In the event the First Responder becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the First Responder’s use of AFRRCS, the First Responder shall immediately disclose such matter to the Province in writing.
30. The First Responder is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee, partner or agent of the Province and it is not the intention of the parties to create a joint venture arrangement.
31. Notwithstanding any other provision of this Agreement, those sections which by their nature continue after the conclusion or termination of this Agreement shall continue after such completion or termination, including without limitation the following:
- |     |                    |   |
|-----|--------------------|---|
| (a) | Section 3          | Technical Attributes and Limitation of Liability, |
| (b) | Section 9          | Replacement of Minister’s Equipment,              |
| (c) | Sections 12 and 13 | Indemnity,  |
| (d) | Section 14         | Freedom of Information and Protection of Privacy, |

- (e) Sections 15 to 19 Confidentiality,
- (f) Section 21 Events upon Termination
- (e) Sections 27 and 31 General

32. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The parties have made this Agreement by the representatives authorized to do so on the respective dates shown below.

**[signatures on following page]**

**HER MAJESTY THE QUEEN IN  
RIGHT OF ALBERTA, as represented  
by the Minister of Service Alberta**

\_\_\_\_\_  
First Responder Agency Legal Name

Per:

Per:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date *(yyyy-mm-dd)*

\_\_\_\_\_  
Date *(yyyy-mm-dd)*



## Schedule "A": Technical Attributes

### Availability

Availability only refers to AFRRCS owned and operated components and all components provided by the First Responder are excluded from availability considerations.

- The Regional Switch Centres will be operated at four "9"'s, meaning there will be no more than 57 minutes' outage annually.
- Any *radio site* will be operated at three "9"'s meaning there will be no more than 8.75 hours' outage on any site annually.

### Coverage

The coverage area is defined as the First Responder's geographical area of jurisdictional responsibilities.

Within the coverage area, AFRRCS will provide the following coverage:

- AFRRCS commits to provide 95% outside portable coverage on any street, road, avenue, freeway that the public is entitled to use for the passage of vehicles, excluding any segments that are covered or enclosed, in any community identified as being covered in the supplied portable coverage map; and, 95% mobile coverage for any existing primary or secondary road in the supplied mobile coverage map.

### Grade of Service (GoS)

AFRRCS grade of service is a measurement used to quantify system loading. It represents as a percentage, a radio user's ability to access the system considering existing radio traffic volumes. The percentage represents the probability of being "delayed" access due, to the unavailability of radio channels to support the calls.

- AFRRCS has identified that the GoS objective shall be during the busiest hour of a calendar quarter. *3% or less* of calls queued

Additional information regarding each technical attribute identified above is contained in either the AFRRCS minimum service levels document or the AFRRCS Coverage Map.

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BETWEEN:

THE VILLAGE OF ALBERTA BEACH  
(hereinafter referred to as the "Village")

And

KEVIN HUTTON & JOYCE NOUTA  
(hereinafter referred to as the "Manager")

**MANAGEMENT AGREEMENT**

**WHEREAS:**

- A. The Village is or is entitled to become the registered owner of the Lands;
- B. The Village is desirous of having a campground operation located on the Lands;
- C. The Village wishes to engage the services of the Manager as an independent contractor to provide campground management services;
- D. The Village and the Manager have reached an agreement with respect to the terms and conditions under which the Manager will manage and operate the Business;

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

**1. DEFINITIONS**

- 1.1 "Agreement" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- 1.2 "Business" means the operation of the Alberta Beach Family RV Park and Campground located on the Lands as described in Schedule "A";
- 1.3 "Lands" means all of those lands described in Schedule "A" as more particularly shown in Schedule "B";
- 1.4 "Taxes" shall mean all taxes, rates, duties, charges, assessments, impositions and levies whatsoever, including, without any limitation, local improvement taxes, school taxes, Goods and Services Tax (or any such similar tax or levy imposed supplementary thereto or in substitution therefore), whether extraordinary or ordinary or foreseen or unforeseen, and which may be imposed by any federal, provincial, metropolitan or municipal government, agency, or commission or other lawful taxing authority against the Manager, the Business, or the Lands;
- 1.5 "Term" shall mean the term of this Management Agreement, as specified with Paragraph 3 hereof.

**2. APPOINTMENT**

- 2.1 The Village hereby appoints the Manager and the Manager hereby accepts such appointment to perform all those activities reasonably necessary and incidental to the operation and management of the Business, including but not limited to the activities set forth in Schedule "C" hereto (the "Services"), for the Term of this Agreement.

**3. TERM OF AGREEMENT**

- 3.1 This Agreement shall be effective throughout the Term, being the period from  
May 1<sup>st</sup>, 2021 to and including September 30<sup>th</sup>, 2021,  
unless earlier terminated as set forth herein.

**4. CONSIDERATION**

4.1 Subject to Paragraph 4.2 of this Agreement, the Manager shall remit all revenue collected and accompanying receipts to the Village every Monday and Friday morning throughout the Term.

4.2 Notwithstanding Paragraph 4.1, the Manager shall not hold on hand more than \$300.00 of revenue at any given time throughout the Term. Should the Manager have more than \$300.00 on hand the Manager must either immediately remit all revenue to the Village, or immediately submit a written report to the Village setting out the amount on hand, the reasons and circumstances for retaining it, which is to be accompanied by all necessary documentation.

4.3 The Manager shall be entitled to management fees (net of GST) received in the operation of the Business as stated below:

20% of Seasonal Fees  
20% of Weekend Fees on the first \$40,000.00 and 25% on the balance.  
10% of Winter Storage Fees

Excluding all revenue from shower fees, and dump fees.

- (a) \$4,000.00 per month Advance throughout the Term; and
- (b) the balance, if any, at the end of the Term.

4.4 In addition to the above, the Manager is authorized to sell soda pop, ice, and fire wood to visitors, and to retain all profits acquired from these sales. The Manager shall not offer for sale any other merchandise without written authorization from the Village, and shall be solely responsible for acquiring and maintaining all inventories of the authorized goods above.

4.5 The above management fee shall include applicable Goods and Services Tax unless the Manager provides the Village with sufficient evidence that the Manager is properly registered for the purposes of the Excise Tax Act, including providing the Village with the Manager's Goods and Services Tax registration Number.

**5. PERFORMANCE**

5.1 The obligations of the Manager related to the operation of the Business and the provision of the Services shall only be carried out by the Manager, or by fully qualified employees of the Manager who have been approved of in writing by the Village prior to their commencement of employment. Such approval may be arbitrarily withheld, terminated or revoked by the Village. Furthermore, all employees of the Manager shall be deemed to be acting as agents for the Manager, and as such all actions taken by any employee of the Manager shall be deemed to be of the Manager.

**6. MANAGER'S GENERAL RESPONSIBILITY**

6.1 Throughout the Term of this Agreement, the Manager shall have sole responsibility for, and control of, the Lands, as well as all activities taking place on the Lands, and all individuals present on the Lands.

**7. TAXES AND DEDUCTIONS**

7.1 The Manager shall be responsible for the collection, remittance and payment of all Taxes, Canada Pension Plan, unemployment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act that arise or may arise with respect to the Lands, the activities of the Manager, and the operation of the Business.

**8. OPERATION OF THE BUSINESS**

8.1 Subject to any provision contained herein, the Manager shall ensure that the Business is open for use by the public continuously throughout the Term.

**9. TEMPORARY CLOSURE**

9.1 If, in the opinion of the Village, the temporary closure of the Business and the Lands is necessary for any reason, including but not limited to various concerns for public safety such as high winds, flood, fire hazard and pollution, the Manager shall immediately comply with the Village's written direction to close the Business and the Lands pending further notice by the Village. The Village shall not be liable for any damage, expense, or loss experienced by the Manager as a result of the direction to close issued by the Village.

**10. FEES AND LICENSES**

10.1 The Manager shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Manager's obligations and the operation of the Business under this Agreement.

**11. COMPLIANCE WITH LAW**

11.1 The Manager shall promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Manager, the Business, or the Lands. The Manager shall neither operate the Business nor permit use of the Lands in such a way that contravenes any applicable statute, law, by-law, regulation, ordinance or order at any time or from time to time in force during the Term affecting the Manager, the Business, or the Lands.

**12. CONSTRUCTION AND IMPROVEMENTS**

12.1 The Manager shall be responsible for the construction of all improvements to the Lands, as well as to any structures or other premises located therein or thereon.

12.2 The Manager specifically covenants that it shall have no authority to expend Village funds for repairs or supplies, and all requests for repairs, supplies or assistance must be made in writing to the Village at its address for notice stated within this Agreement.

12.3 The Manager shall not, without the prior written consent of the Village which may be unreasonably withheld, make, erect or install any improvement, alteration, structure or fixture within the Lands. Furthermore, the Manager shall, not later than 30 days prior to commencement of any such construction, submit to the Village all plans for any proposed construction on the Lands. If the Village objects to any of the proposed construction or improvement, the Village shall notify the Manager within 20 days of its objection, and the reasons therefore. The Manager may, within 14 days of the notice of objection, submit an amended plan to the Village addressing the Village's concerns noted in the notice of objection.

**13. RESIDENCE**

13.1 The Manager shall be permitted the use of RV Site #10, for the personal use of the Manager only from April 15<sup>th</sup>, 2020 to September 30<sup>th</sup>, 2020.

for the Term of this Agreement, or until the earlier termination of this Agreement as contemplated herein. If the Manager is a corporation, only the principals of the Manager actively involved in the operation of the Business shall be permitted to reside on R.V. site #10.

13.2 The Manager shall return the RV site to the possession of the Village upon the expiration of the Term or Termination of this Agreement, whichever is earlier, in substantially the same condition as it was provided to the Manager. The Manager shall also maintain the RV site in a clean and orderly condition throughout the Term.

13.3 The Manager shall reside and be present on the Lands continuously during the Term of May 1<sup>st</sup>, 2021 to September 30<sup>th</sup>, 2021.

**14. MANAGER'S RESPONSIBILITY**

14.1 Throughout the Term, the Manager shall charge and collect all fees as shown on Schedule "E".

14.2 Washroom Shower Facilities:

(a) Perform daily washroom\shower facility checks and ensure cleaning is done daily

- (b) Sweep and disinfect floors and mats as required.
- (c) Empty wastebaskets as required.
- (d) Clean and sanitize washroom fixtures.
- (e) Inspect and re-stock dispensers as required.

**14.3 Grounds Maintenance:**

- (a) Watering of grass and flowers in the absence of rainfall.
- (b) Rake leaves and debris at sites in spring and fall, as well as maintaining sites upon departures.
- (c) Supply and maintain firewood on a regular basis.
- (d) In the Spring, set out picnic tables and garbage receptacles from on-site storage area and place back in the fall.
- (e) Clean fire-pits on a regular basis, removing ashes, garbage and debris.
- (f) Remove litter and empty garbage receptacles daily. Transport same to an approved waste disposal site as necessary.
- (g) Clean all signs as necessary.
- (h) Clean all garbage containers as necessary.
- (i) Clean cook shack as necessary
- (j) Clean picnic tables as needed and painting as required.
- (k) Be responsible for all lawn mowing duties.
- (l) Grass cutting and trimming on a regular basis (at least once per week) including fence interior and exterior of the campground.
- (m) Responsible to ensure the completion of minor repairs, proper maintenance and servicing of all aspects of the facilities and grounds. Contractor must contact the C.A.O. if unable to complete necessary repairs, maintenance or servicing.
- (n) Ensure individual campsites are inspected and cleaned after each campsite is vacated.
- (o) Inspect recreation equipment, ie: horseshoe pit for any hazards, and immediately report them to owner.
- (p) Ensure that all materials, signs, supplies & equipment are properly stored at the end of the campground season.
- (q) Complete water testing as required and set out in Alberta Regulation 242/85 Nuisance and General Sanitation Regulation.
- (r) All costs associated with the maintenance of lawns (i.e. grass mowing and trimming).
- (s) In the spring start up of water system and electrical system.
- (t) In the fall shut down & winterize water system and shut down of electrical system.

**15. VILLAGE'S RESPONSIBILITY**

15.1 Throughout the Term the Village shall be responsible for the following:

- (a) Payment of all utility costs to the Lands;
- (b) The Supply of all consumable supplies listed in Schedule "D" to this Agreement;
- (c) Emptying and disposal of the contents of the garbage dumpsters on the Lands;
- (d) Road repairs;
- (e) Major water, sewer, electrical and building repairs; and
- (f) Stationery.

15.2 Notwithstanding 15.1(b), all supplies shall only be provided to the Manager upon request through the Public Works Supervisor for the Village. At no time shall the Village be responsible for reimbursement to the Manager for supplies obtained elsewhere.

**16. RELATIONSHIP BETWEEN THE PARTIES**

16.1 Nothing contained herein shall be construed to create the relationship of employer and employee between the Village and the Manager nor, except as otherwise expressly stated in writing by the Village, shall the Manager be constituted as the agent, partner, servant, joint venture or legal representative of the Village for any purpose whatsoever.

**17. NO AUTHORITY**

17.1 Except as otherwise expressly stated in writing by the Village, the Manager has no authority beyond that which is set forth herein to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of

the Village, nor to bind the Village in any matter whatsoever. Furthermore, the Manager shall not misrepresent its status or authority granted under this Agreement, nor its obligations imposed pursuant to this Agreement.

## **18. CONTROL AND OWNERSHIP**

- 18.1 The Village shall at all times throughout the Term remain the owner of the Lands, and as such reserves all rights with respect to the Lands not otherwise granted to the Manager. Specifically, without limiting the generality of the foregoing, the Village retains its right to enter onto the Lands for the purposes of inspecting the Lands, as well as any and all aspects of the Business and its operation.
- 18.2 All files, documents and materials relating to the activities of the Manager pursuant to this Agreement are deemed the property of the Village and shall remain the sole ownership and control of the Village.

## **19. INSURANCE**

- 19.1 The Manager shall, throughout the Term of this Agreement, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
- (a) "all risks" insurance upon property of every kind and description owned by the Manager, or for which the Manager is legally liable, or installed by or on behalf of the Manager and which is located on the Lands, in an amount not less than the full replacement cost thereof;
  - (b) Standard owner's form automobile insurance policy providing not less than third party liability insurance with \$2,000,000 inclusive limits and accident benefits coverage where compulsory by law, covering all licensed vehicles owned or operated by or on behalf of the Manager and used in the operation of the Business;
  - (c) Comprehensive general and commercial liability insurance with inclusive limits of not less than \$2,000,000 per occurrence;
  - (d) Any other form of insurance as the Manager or Village may reasonably require from time to time in form, amounts, and for insurance risks against which a prudent Manager or business person under similar circumstances would insure.
- 19.2 Each insurance policy referred to in 19.1 shall name the Village and any person, firm or corporation designated by the Village as additional named insureds as their interest may appear.
- 19.3 All policies shall be taken out with insurers and shall be in a form acceptable to the Village acting reasonably. The Manager agrees that certificates of insurance acceptable to the Village, or if required by the Village certified copies of each such policy, will be delivered to the Village as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Village in writing of any material change, cancellation, or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation, or termination thereof.

## **20. DEFAULT AND TERMINATION**

### **20.1 Events of Default**

The occurrence of any of the following events shall constitute a default by the Manager under this Agreement:

- (a) The failure of the Manager to pay any sums payable hereunder to the Village on the due date for the payment;
- (b) If the Manager is or becomes, insolvent or bankrupt, or if the Manager:
  - (i) Makes any assignment for the benefit of creditors;
  - (ii) Is declared bankrupt;
  - (iii) Seeks the protection of the Bankruptcy and Insolvency Act, the Company Creditor's Arrangement Act or like legislation;
  - (iv) Disposes of all or substantially all of its assets without the consent of the Village, or

- (v) Commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Manager; and
- (c) If the Manager breaches any other term of this Agreement and such default is not cured within thirty (30) days following the receipt by the Manager of a written demand from the Village specifying the nature of the default in question.

## 20.2 Termination of Agreement

This Agreement may be terminated as follows:

- (a) Upon an occurrence of an Event of Default and without the requirement for any demand upon the Manager (or further demand, as the case may be), the Village shall be entitled, at its option and by notice in writing, to terminate this Agreement;
- (b) Either party may terminate this Agreement at any time during the Term by giving a written notice of termination to the other party, in which case the Agreement will terminate at the end of the thirty (30) days following receipt of the notice of termination by such other party.

## 20.3 Effect of Termination

Upon termination of this Agreement the Manager shall cease to have any further authority derived from this Agreement in respect of the Business. Within five (5) days following the termination of this Agreement, the Manager shall return the following to the Village (except to the extent that the Manager is authorized to retain the same by the Village):

- (a) All keys for the business, including without restriction the keys to the Lands, any buildings or structures located on the Lands, and the equipment used in the operation of the business; and
- (b) All books, records and other documentation relating to the Business and any accounts maintained in relation to the Business.

## 21. NOTICE

21.1 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - (i) Upon transmission with answer back confirmation if received within the normal working hours of the business day; or
  - (ii) At the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption of seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as otherwise herein provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

To the Village: Village of Alberta Beach  
Box 278  
Alberta Beach, AB  
T0E 0A0  
Email: aboffice@albertabeach.com

To the Manager: Kevin Hutton & Joyce Nouta

Or to such other address as each party may from time to time direct in writing.

## **22. INDEMNITY**

- 22.1 The Manager hereby indemnifies and save harmless the Village, its successors and assigns, and its employees and agents from and against any and all losses, liabilities, damages, costs, and expense of any kind whatsoever including, without limitation, all legal fees, costs and disbursements on a solicitor and his own client full indemnity basis and at all court levels, arising directly or indirectly out of the operation of the Business by the Manager, or the performance of any of the Manager's obligations pursuant to this Agreement.
- 22.2 Except for the negligence of the Village causing direct loss, the Village shall not be liable for any damage, expense or loss of the Manager from any cause, including, without limiting the generality of the foregoing, strikes, acts of God, vandalism or other interference with the Manager, the Manager's assets or the premises.
- 22.3 This indemnification shall survive the expiration of the Term of this Agreement, the termination of this agreement for whatever cause, or any renewal of this Agreement.

## **23. LICENSES, ASSIGNMENTS, LEASES, OR TRANSFERS**

- 23.1 The Manager shall not, without the prior written consent of the Village, assign, lease, license, or in any way transfer its rights pursuant to this Agreement, which consent may be withheld for any reason whatsoever. For the purposes of this Paragraph 24, if the Manager is a corporation, any direct or indirect change in the voting control of the Manager or other transfer of shares in the Manager shall constitute an assignment of this Agreement requiring the consent of the Village.

## **24. DISPUTES**

- 24.1 In the event of any dispute arising between the parties with respect to any of the provisions contained within this Agreement, and failing any agreement between the parties, the parties hereby agree to refer such disputes to be determined by arbitration in accordance with the Arbitration Act (Alberta), as amended from time to time. All costs of such process of arbitration to be borne by the party against whose favour the arbitrator's decision is made.

## **25. COSTS**

- 25.1 In the event that the Manager defaults under any term of this Agreement, the Manager shall reimburse the Village forthwith for all legal fees and disbursements on a solicitor and his own client basis that the Village may incur as a result of such default, such fees and disbursements being payable on demand by the Manager.



**IN WITNESS WHEREOF**, the parties have set their seals and hands of their proper officers in that behalf effective the day and year first above written notwithstanding the actual date or dates of execution.

**VILLAGE OF ALBERTA BEACH**

\_\_\_\_\_ Date Signed: \_\_\_\_\_

\_\_\_\_\_ Date Signed: \_\_\_\_\_

**MANAGER**

\_\_\_\_\_ Date Signed: \_\_\_\_\_

\_\_\_\_\_ Date Signed: \_\_\_\_\_

**SCHEDULE "A"**

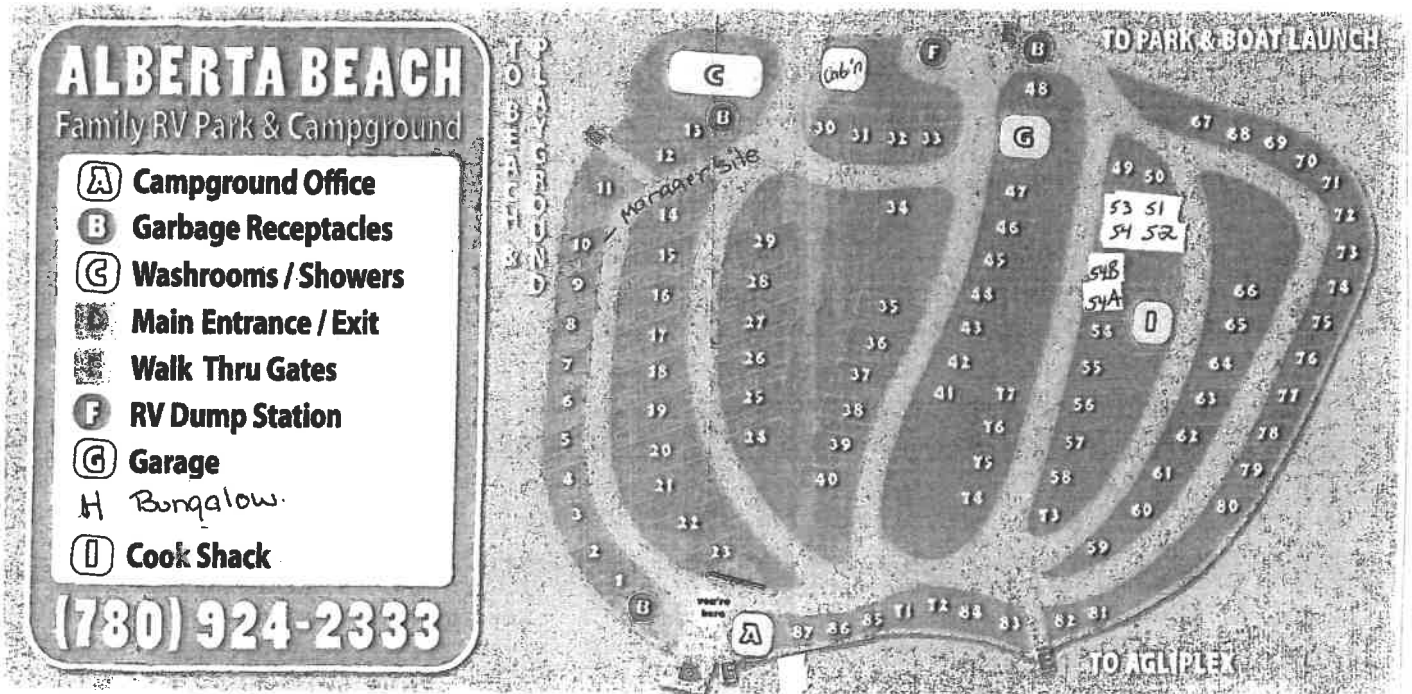
**The Lands**

Pt of Riverlot #19

Village of Alberta Beach

**SCHEDULE "B"**

**Diagram of the Lands**



## SCHEDULE "C"

### Services

The Manager shall manage and supervise all aspects of the operation of the Business and specifically, without limiting the generality of the foregoing the Manager shall be responsible for the following:

- (a) promotion and marketing necessary for the operation of the Business, with a view of increasing usership of the Lands and tourism in the area of the Lands in general, and all costs associated with the advertising and promotion necessary to achieve those goals;
- (b) promptly providing the Village with copies of all promotional information intended to be used by the operator to promote the Business and the Lands, all such promotional material to be subject to approval by the Village acting reasonably;
- (c) Keeping proper accounting records showing actual receipts and expenditures on both a daily and monthly basis;
- (d) ensuring the proper maintenance and repair of the Lands, the Village's property located upon the Lands, as well as any other property used in the operation of the Business, including without limiting the generality of the foregoing:
  - (i) minor repairs to equipment, tables and recreation equipment;
  - (ii) road repairs;
  - (iii) minor painting;
- (e) operating the Business in accordance with all governmental regulations, licenses and permits;
- (f) performing such other lawful functions as may be required from time to time in order for the Business to operate in the most efficient and cost-effective manner;
- (g) keeping the Lands and buildings located thereon in an orderly, tidy, clean and sanitary condition, including without limiting the generality of the foregoing properly storing all trash and garbage, routine landscaping and grounds maintenance such as grass cutting and trimming, maintenance of flower beds, and daily cleaning of washrooms, shower facilities and camp kitchen;
- (h) ensuring that all equipment and sanitation procedures comply with applicable provincial and federal health standards;
- (i) collection of campground / user fees from visitors;
- (j) ensuring the safety of all visitors to the Lands, including without limiting the generality of the foregoing ensuring the appropriate number and quality of security and/or life saving personnel as may be reasonably required by the Village;
- (k) ensuring that all employees or staff are readily identifiable to the public, that they provide quality customer service to all visitors to the Lands, and that they maintain good public relations with all visitors to the Lands;
- (l) ensuring proper supervision of all employees and agents of the Manager;
- (m) refraining from and preventing any willful or voluntary waste, damage or destruction of the Lands; and anything contained therein or thereon, and promptly reporting all damage to the Village;
- (n) taking all reasonable and necessary precautions to prevent and suppress unauthorized fires on the Lands;
- (o) refraining from and preventing the damage, destruction, or removal of any plant, tree or any other natural resource with the Lands, except as permitted by the Village in writing;
- (p) enforcing all rules and regulations regarding the use of the Lands by visitors as may be agreed between the Village and the Manager acting reasonably;
- (q) promptly following all directions which may be made from time to time by the Village in writing with respect to the condition of the Lands, and the operation of the Business by the Manager;

## SCHEDULE "C" Continued

### Services

- (r) ensuring all washroom supplies are promptly replenished;
- (s) ensuring all receipts for payments of camping fees are visibly displayed on the necessary posts;
- (t) supply of gate and washroom card keys to each visitor (i.e. campers) in exchange for the payment of a refundable \$50.00 deposit, and the issuance of a separate receipt for each deposit received;
- (u) charging of a \$ 25.00 "dog deposit" for every dog brought onto the Lands. The dog deposit is refundable if the owner properly supervises the dog, including but not limited to cleaning up after it. A separate receipt must be issued for each deposit received;
- (v) ensuring the availability of firewood to visitors to the Lands, for a fee or otherwise;
- (w) enforcement of quiet time on the Lands between the hours of 11:00 p.m. and 7:00 a.m. during any given day throughout the Term;
- (x) ensure that there is no excess alcohol consumption on the Lands, and attend to the enforcement of that rule;
- (y) ensure no duplication in rentals of camping sites such that only one camping unit (i.e. tent, trailer, motor home, etc.) occupies any given site at one time;
- (z) maintaining the necessary amount of funds on hand (i.e. float) for the purposes of providing change to visitors from payment of campground user fees. Any float to be maintained with the Manager's own funds.
  - (i) Maintain current records of site occupancy.

**SCHEDULE "D"**

**Supplies**

**Paper products:**

Toilet Paper  
Paper Towels

**Cleaning Supplies:**

Toilet Cleaner  
Glass Cleaner  
Pinebec  
Deodorant Tablets  
Garbage Bags  
Brushes  
Mops  
Brooms  
Buckets  
Masks  
Gloves

**Misc.:**

2 Rakes  
1 Shovel  
2 Hoses @ 100 ft  
2 Sprinklers  
First Aid Kits

**SCHEDULE "E"**

**Schedule of Fees**

<b>Season Rate:</b>	Full Service	\$2,500.00 per year*
<b>Winter Storage/Reserve Site</b>	(Due by Sept. 15 <sup>th</sup> of current year)	\$ 300.00 per year*
<b>Winter Storage/Reserve Site</b>	(Paid after Sept. 15 <sup>th</sup> of current year)	\$ 400.00 per year*
<b>Monthly Rate:</b>	Full Service	\$ 900.00 per month*
<b>Weekly Rate:</b>	Full Service	\$ 220.00 per week*
	Power & Water	\$ 190.00 per week*
	No Services	\$ 170.00 per week*
<b>Daily Rates:</b>	Full Service	\$ 40.00 per day*
	Power & Water	\$ 36.00 per day*
	No Services	\$ 30.00 per day*
<b>CABIN:</b>	Weekly	\$ 575.00 per week*
	Daily	\$ 99.00 Nightly*
<b>Cabin Rental:</b>	50 % Deposit due upon booking.	

**Site Rental** is based on 2 adults and 2 Dependent Children  
Extra Person(s) \$5.00 per person \ per night

**Boat Storage:** Winter - \$100.00

**Seasonal Sites Additional charges:**

Extra Fridge:	\$ 10.00 per month*
Extra Freezer:	\$ 10.00 per month*
Visitor over night fee: (Extra Tent)	\$ 15.00 per night*

**\*5% GST is extra**

Please note that these fees are due and payable at the beginning of May of the current season. If these fees are not paid by the beginning of May, the monthly rate will then be in effect.



VILLAGE OF ALBERTA BEACH  
COUNCIL AGENDA  
REQUEST FOR DECISION

**REQUEST FOR APPROVAL**

**ITEM REQUESTED**

Requesting Council's approval to forward an Order of Remedy to Alberta Beach's lawyer to start the litigation of enforcement for the removal of a dilapidated dwelling located on the property at 5203-50<sup>th</sup> Avenue. (Lot 1, Block 2, Plan 3321BQ)

**BACKGROUND**

Alberta Beach received a complaint in September 2019 regarding the condition of a dwelling and property located within the neighbourhood. The complainant believes that the unsightly property and dwelling devalue their property and may make it harder to sell in the near future.

The property is identified within Section 5.2 R1 – Residential – Single Family of the Land Use Bylaw 252-17.

The Development Officer conducted a drive-by site inspection of the property and noticed wires hanging close to a rear-entry door. Also, noting the significant physical deterioration of the dwelling.

Pictures were taken of the structures located on the property by the Development Officer during every drive-by site inspection, which showed the buildings needing repairing and/or painting.

The Development Officer emailed administration on December 9<sup>th</sup>, 2019, to obtain the registered landowners contact information for the property located at 5203-50<sup>th</sup> Avenue to send a letter notifying them of their unsightly property. The Development Officer was informed at that time their mail is usually returned unopened.

The Development Officer contacted Municipal Affairs by phone on January 3<sup>rd</sup>, 2020, regarding the wiring that may be live, hanging near an exterior door low enough for a person to grab. The gentleman working in the Safety Codes division of Municipal Affairs said that they do not have the powers to enter onto the property without the landowner's approval. Furthermore, the only people that could enter the property with no approval from the



## AGENDA ITEM NO.:

landowners would be fire services because the fire department deals with the fire code. However, a master electrician carrying a ticket or seal would be the only person qualified to conduct an inspection to confirm if the wire was live.

The Development Officer reached out by email to the Alberta Beach's Assessor on January 6<sup>th</sup>, 2020, to obtain a copy of the current certificate of title for the property and the adjacent property, as the landowners own both properties, to confirm the mailing address on file was correct. The Assessor replied, saying within the Municipal Government Act it is stated:

### "Recording assessed persons

304(3) A person who purchases property or in any other manner becomes liable to be shown on the assessment roll as an assessed person (b) must provide to the municipality, in the case of property other than designated industrial property, written notice of a mailing address to which the notices under this Part and Part 10 may be sent." and

### "Sending assessment notices

310(2) If the mailing address of an assessed person is unknown, (a) a copy of the assessment notice must be sent to the mailing address of the assessed party, and (b) if the mailing address of the property is also unknown, the assessment notice must be retained by the municipality and is deemed to have been sent to the assessed person."

The Assistant CAO of Alberta Beach contacted the landowners by email on January 13<sup>th</sup>, 2020, to obtain their current mailing address to updated all files linked to the property. The landowners provided their mailing address, in which the Assistant CAO provided the mailing address to the Development Officer. The mailing address provided by the landowners was the correct address on file.

The first letter was mailed by regular mail on February 10<sup>th</sup>, 2020, informing the landowners of the potential dangers on the property and how the property structures are unsightly and need repairs and paint. The letter stated that the landowners was to contact the Development Officer on/or before March 15<sup>th</sup>, 2020, to discuss the dangers located on the property and regarding the unsightly property. The letter was returned unopened.

The Municipal Government Act states the following regarding dangers and unsightly property:

### Order to remedy dangers and unsightly property

546(0.1) In this section,

- (a) "detrimental to the surrounding area" includes causing the decline of the market value of property in the surrounding area;
- (b) "unsightly condition",
  - (i) in respect of a structure, includes a structure whose exterior shows signs of significant physical deterioration, and
  - (ii) in respect of land, includes land that shows signs of a serious disregard for general maintenance or upkeep.

**AGENDA ITEM NO.:**

**(1) If, in the opinion of a designated officer, a structure, excavation or hole is dangerous to public safety or property, because of its unsightly condition, is detrimental to the surrounding area, the designated officer may by written Order.**

**(a) require the owner of the structure to**

**(i) eliminate the danger to public safety in the manner specified, or**

**(ii) remove or demolish the structure and level the site;**

**(b) require the owner of the land that contains the excavation or hole to**

**(i) eliminate the danger to public safety in the manner specified, or**

**(ii) fill in the excavation or hole and level the site;**

**(c) require the owner of the property that is in an unsightly condition to**

**(i) improve the appearance of the property in the manner specified, or**

**(ii) if the property is a structure, remove or demolish the structure and level the site.**

**(2) The Order may**

**(a) state a time within which the person must comply with the Order;**

**(b) state that if the person does not comply with the Order within a specified time, the municipality will take the action or measure at the expense of the person.**

The Development Officer sent three (3) Order to Remedies by regular mail, registered mail, and had Alberta Beach's Peace Officer post at the property. The Orders refer to the following:

- first Order (ENF01-20) - repairing and painting, remove, or demolish the dilapidated dwelling and accessory buildings;
- second Order (ENF02-20) - removal of the fire pit; and
- third Order (ENF03-20) - removal of recreational vehicles from the property located at 5207-50<sup>th</sup>, Avenue with no dwelling on the property.

It is stated within the Orders what actions a municipality may take if the landowners fail to comply with the Orders, which is:

“If the required action is not completed within the time specified, the Municipality may carry out the work required and charge all costs thereof against the person to whom the Order is directed, and if such person does not pay the costs, the costs shall be charged against the property concerned as taxes due and owing in respect of that property, and recovered as such.”

Also, the Orders state that “every person who fails to comply with an Order under section 545 of the MGA commits an offence.”

The landowners complied with the second and third Orders; however, failed to comply with the first Order completely. The landowners demolished the accessory buildings, and to date, the dwelling remains as sited on the lands. Therefore, the Development Officer is requesting Council to give the approval to forward the first Order (ENF01-20) to Alberta Beach’s lawyer to start litigation.

Please note that the Development Authority contacted the landowners by phone on September 2<sup>nd</sup>, 2020, to discuss their options regarding the dilapidated dwelling. The landowners questioned if the dwelling is removed, would they still be able to park their recreational vehicle on the property. The parking of a recreational vehicle on a property with no dwelling on the lands is not permitted in Alberta Beach; for this reason, the parking of a recreational vehicle would not be allowed. Furthermore, the Development Authority forwarded application forms for the demolition, new dwelling, and lot grading to the landowners on September 2<sup>nd</sup>, 2020, and informed the ss that the development permit application for the demolition of the dwelling is to be submitted no later than September 15<sup>th</sup>, 2020.

The landowners have three options that they may choose to comply with the Order, which are the following:

- 1) Repair and paint the dwelling;
- 2) Remove the dwelling from the lands; or
- 3) Demolish the dwelling, where development permit approval would be required.

## **RECOMMENDATIONS**

In the Development Officer’s opinion, Alberta Beach should proceed with litigation regarding the first Order (ENF01-20) for the following reasons:

- the landowners have not entirely complied nor acknowledged the Order;
- a designated officer determined that the current condition of the dwelling located on the lands is considered dangerous and unsightly;
- pictures of the exterior dwelling shows the dangers on the lands, and evidence of a significant physical deterioration dwelling;
- the Land Use Bylaw defines a “**DWELLING**” - means any building used principally for human habitation and which is supported on a permanent foundation extending below ground level, and includes single detached dwellings, but does not include temporary living accommodations;
- the Land Use Bylaw defines a “**HABITABLE ROOM**” – as a room or enclosed space used or usable for human occupancy;

**AGENDA ITEM NO.:**

- the condition of the dwelling may be considered uninhabitable, and a health risk to the landowners and the general public if the home contains asbestos and the material comprising the asbestos is disturbed for any reason; and
- the Development Officer emailed Alberta Beach's Assessor to confirm if the dwelling's current condition would devalue properties within the area. However, the Assessor was unable to provide their feedback prior to the submission of the written report.

The Development Officer recommends three (3) options for Councils consideration regarding the Order to Remedy related to the dwelling located on the lands at 5203-50<sup>th</sup> Avenue, which are as follows:

**First**, Council may approve the Order, and allow the Order be forwarded to the lawyer to start litigation;

The first option does leave Alberta Beach at risk for a lawsuit by the landowner; however, a court order to conduct the work that would be necessary for the dwelling to comply, will protect Alberta Beach;

**Second**, Council may table the Request pending additional information;

or

**Third**, Council refuses the Request.

The Development Authority recommends that if Council chooses the third option, the landowner shall be required to provide documentation within a specific time-frame supporting their claims that the dwelling is habitable, and there are no safety concerns or health risks to the public.

**ATTACHMENTS**

- Attachment "A" – Email dated December 10<sup>th</sup>, 2019, from Administration
- Attachment "B" – Email dated January 7<sup>th</sup>, 2020, from the Assessor
- Attachment "C" – Land Use Bylaw Regulations
- Attachment "D" – Letter dated February 10<sup>th</sup>, 2020 sent by registered mail to landowners
- Attachment "E" – Pictures taken during the drive-by site inspections
- Attachment "F" – Order to Remedy (ENF01-20)

Date of Report:

Sept 10/20

Development Officer:

Jak

Subject: RE: Contact Information  
From: aboffice@albertabeach.com  
Date: Tue, December 10, 2019 10:19 am  
To: "Kim Kozak" <development@albertabeach.com>  
Priority: Normal  
Status: answered, flagged

Good Morning Kim,

5203 - 50th ave  
Lot 1 Block 2 Plan 3321BQ  
Meier Industrial Auctions Ltd.  
6016 - 72 A Ave  
Edmonton, Alberta T6B 3M5

Kim, just for information their mail comes back .

Thank you,

...

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

From: Kim Kozak <development@albertabeach.com>  
Sent: December 9, 2019 5:05 PM  
To: aboffice@albertabeach.com  
Subject: Contact Information

Hi there,

Please provide me with the landowner's contact information of the property located at 5203-50 Ave.

I received a complaint from an Alberta Beach resident of the unsightly property in September. I require to complete an Order to inform the landowner that the structures on the property are unsightly and need to be repaired, replaced, or removed. Also, the fire pit appears to be over allowable size of 1.0 m (3.0 ft.), of the Land Use Bylaw.

Thanks

Kim Kozak  
Development Officer  
Village of Alberta Beach  
587-988-7668  
[development@albertabeach.com](mailto:development@albertabeach.com)

Subject: Re: Notice of Tax Assessment  
From:  
Date: Tue, January 7, 2020 7:39 am  
To: "Kim Kozak" <development@albertabeach.com>  
Priority: Normal  
Status: answered

Hi Kim,

I recall sending some information to both you and Alberta Beach back in December. I've copied the information from that email and it appears that the mailing address on the web site for \_\_\_\_\_ is \_\_\_\_\_

Thanks.

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

From:  
Sent: Monday, December 16, 2019 2:27 PM  
To: Kim Kozak  
Cc: Alberta Beach  
Subject: Re: Certificate of Title

I'm not sure of all the legalities Kim, however the current Municipal Government Act states

Recording assessed persons

304(3) A person who purchases property or in any other manner becomes liable to be shown on the assessment roll as an assessed person (b) must provide to the municipality, in the case of property other than designated industrial property, written notice of a mailing address to which the notices under this Part and Part 10 may be sent.

Sending assessment notices

310(2) If the mailing address of an assessed person is unknown, (a) a copy of the assessment notice must be sent to the mailing address of the assessed party, and (b) if the mailing address of the property is also unknown, the assessment notice must be retained by the municipality and is deemed to have been sent to the assessed person.

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

From: Kim Kozak  
Sent: Monday, January 6, 2020 4:26 PM  
To: \_\_\_\_\_  
Subject: Notice of Tax Assessment

Hi

I am dealing with a complaint regarding the property located at 5203 - 50th ave. (Lot 1 Block 2 Plan 3321BQ). I was informed that mail sent out to the land owner is returned. I am hoping you would confirm if the address on file is the same address you have for when you send out their tax notice. The property owner is \_\_\_\_\_ Ltd. The mailing address on file for the property owner is:

Also, is there any law you may be aware of that states people must notify a municipality of any mailing address change?

Greatly appreciate your help.

Kim Kozak  
Development Officer  
Village of Alberta Beach  
587-988-7668  
[development@albertabeach.com](mailto:development@albertabeach.com)

**"CURB CUT"** - means the lowering of a curb, sidewalk or boulevard to provide vehicular access to a parcel;

**"DAY CARE FACILITY"** - means a facility and program for the provision of care, maintenance and supervision for four or more children under the age of fifteen years, by a person other than one related by blood or marriage, for periods of more than three (3) but less than twenty-four (24) consecutive hours, other than institutions operated by or under the authority of the Director of Child Welfare;

**"DAY HOME"** - means a development operated from a dwelling supplying supervision to a maximum of six (6) children under the age of eleven (11) years or senior citizens, including any resident children and seniors, for periods of more than three (3) but no more than fourteen (14) consecutive hours. A day home may supply an outside recreation space that is both fenced and gated, and shall meet all fire and health regulations;

**"DECK"** - means a hard surfaced (usually wooden) area usually adjoining a dwelling unit; no more than 0.6 m (1.97 ft.) high above grade, for outdoor living;

**"DENSITY"** - means a quantitative measure of the average number of persons, families or dwelling units per unit of area;

**"DESIGNATED OFFICER"** - means a person authorized to exercise development authority powers on behalf of the municipality pursuant to the provision of the Municipal Government Act and this Bylaw;

**"DEVELOPABLE AREA"** - means an area of land suitable for a building site and containing adequate surface elevation to preclude marshland, wetland, or high water table conditions;

**"DEVELOPER"** - means an owner, agent or any person, firm or company required to obtain or having obtained a development permit;

**"DEVELOPMENT"** - means development as defined in the Act, and includes the following:

- a) the carrying out of any construction or excavation, or other operations, in, on, over or under land, or the making of any change in the use or the intensity of use of any land, buildings or premises, and, without restricting the generality of the foregoing, includes the removal of topsoil. For the purposes of this Bylaw, development also means the demolition of a building,



- b) in a building or on a parcel used for dwelling purposes, any increase in the number of dwelling units in the building or on the parcel, and any alteration or additions which provide for an increase in the number of dwelling units within the building or on the parcel,
- c) the placing of refuse or waste material on any land,
- d) the resumption of the use for which land or buildings had previously been utilized,
- e) the use of the land for the storage or repair of motor vehicles or other machinery or equipment,
- f) the continued use of land or of a building for any purpose for which it is being used unlawfully when this Bylaw comes into effect,
- g) the more frequent or intensive use of land for the parking of trailers, bunkhouses, portable dwellings, skid shacks or any other type of portable building whatsoever whether or not the same has been placed or affixed to the land in any way,
- h) the erection of signs,
- i) the recommencement of any use to which the land or buildings had been, previously put, if that use had been discontinued for a period of more than six months, and
- j) removal of top soil, trees and earth and gravel extraction from the land,
- k) the installation of any type of sewage disposal system including, but not limited to, holding tanks and outside privies,
- l) the digging of a well or installation of a water cistern;

**"DEVELOPMENT AUTHORITY"** - means a Development Authority established pursuant to Section 624 of the Municipal Government Act and may include one or more of the following: a Development Officer, Municipal Planning Commission, Council, or any other person or organization that has been authorized by Bylaw to exercise development powers on behalf of the municipality;

**"DEVELOPMENT OFFICER"** - means the official or officials of the Municipality with the responsibility of receiving, considering and deciding on applications for development under this Land Use Bylaw;

## PART 3 – DEVELOPMENT PERMITS

### 3.1 CONTROL OF DEVELOPMENT

No development other than that designated in Section 3.2 of this Bylaw shall be undertaken within the municipality unless an application for it has been approved and a development permit has been issued.

### 3.2 DEVELOPMENT NOT REQUIRING A DEVELOPMENT PERMIT

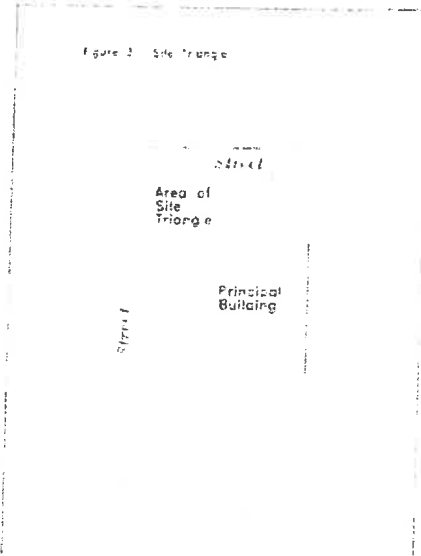
All development undertaken in the municipality requires an approved development permit prior to commencement, except the following provided the development conforms to all other provisions of this Bylaw:

- a) the carrying out of works of improvement, maintenance or renovation to any building provided that such works do not include structural alterations or additions;
- b) the completion of any development which has lawfully commenced before the passage of this Land Use Bylaw or any amendment thereof, provided that the development is completed in accordance with the terms of any permit granted in respect of it, and provided that the development is completed within the time limit of such a permit or within twelve (12) months of the effective date of the Bylaw, whichever is earlier;
- c) the use of any such development as is referred to in subsection (b) for the purpose for which development was commenced;
- d) the erection or construction of gates, fences, walls or other means of enclosure less than 1.0 m. (3.3 ft.) in height in front yards and less than 2.0 m (6.6 ft.) in other yards, and the maintenance or improvements of any gates, fences or walls or other means of enclosure. No electrical or barbed wire fences shall be permitted within the corporate boundaries of the Village, except within the UR - Urban Reserve District;

- e) the erection or placement of a temporary building, the sole purpose of which is incidental to the erection of a building for which a development permit has been granted, provided the temporary building is removed within thirty (30) days of substantial completion or as determined by the development officer;
- f) the completion, alteration, maintenance or repair of a street, lane or utility undertaken upon a public thoroughfare or utility easement, or undertaken to connect the same with any lawful use of buildings or land;
- g) any development carried out by or on behalf of the Crown but not including that carried out by or on behalf of a Crown corporation;
- h) any development carried out by or on behalf of the municipality provided that such development complies with all applicable provisions of this Land Use Bylaw;
- i) a portable garden or tool shed not on a fixed foundation on a residential parcel, such building not to exceed 9.3 m<sup>2</sup> (100.1 ft<sup>2</sup>) in floor area and 2.5 m (8.2 ft.) in height;
- j) a fabric shelter with a floor area not to exceed 18.6 m<sup>2</sup> (200.0 ft<sup>2</sup>) and 2.5 m (8.2 ft.) in height;
- k) a maximum of one (1) recreational vehicle, holiday trailer, motor home, camper or tent trailer, situated on a residential parcel developed with a Single Detached Dwelling or Modular Home, and is located within a required parking stall or on the site in a manner satisfactory to the Development Authority, provided that it is occupied for no longer than seventy-two (72) hours total within a thirty (30) day period, or extended periods as authorized by the Development Authority;
- l) development exempted from requiring a development permit under the Municipal Government Act;
- m) signs posted or exhibited in a building;

#### 4.14 CORNER SIGHT TRIANGLES

1. A sight triangle means that triangle formed by a straight line drawn between two points on the exterior boundaries of the said site 6.1 m (20.0 ft.) from the point where they intersect.
2. On laneways, the sight triangle shall be formed by a straight line drawn between two points on the exterior boundaries of the said site 3.05 m (10.0 ft.) from the point where they intersect.
3. On any corner site, no person shall erect, place or maintain within the sight triangle a wall, fence, shrub, trees, hedge, or any object over 0.9 m (3.0 ft.) in height above the lowest street grade adjacent to the intersection.
4. On any corner site, no finished grade shall exceed the general elevation of the street line by more than 0.6 m (2.0 ft.) within the area defined as the sight triangle.
5. When a lot has more than one front yard line (corner lot), the front yard requirement shall apply to all front yards, but, at the discretion of the Development Authority, one front yard may be considered a side yard.



#### 4.15 BUILDING DEMOLITION

An application to demolish a building shall not be approved without a statement or plan, which indicates:

a) how the operation will be carried out so as to create a minimum of dust or other nuisance, and

b) the final reclamation of the parcel,

that is satisfactory to the Development Authority.

- p) The dwelling or garage in which a home occupation is located may have one fascia sign placed on the structure, providing that the sign does not exceed 0.4 m<sup>2</sup> (4.3 ft<sup>2</sup>) in area. No other signage will be permitted.

#### 4.20 BED AND BREAKFAST OPERATIONS

In addition to all other provisions and requirements of Section 4.19 of this Bylaw, the following additional requirements shall apply to home based business in the form of bed and breakfast operations:

- a) Persons wishing to operate a bed and breakfast operation shall be required to apply for a development permit from Alberta Beach.
- b) A bed and breakfast operation shall be limited to residential land use districts and shall be contained entirely within the principal building.
- c) A bed and breakfast operation shall be limited to one meal provided on a daily basis to registered guests only with such meal being prepared in one common kitchen and served in one common room.
- d) In addition to the off-street parking requirements for the dwelling unit itself, as stipulated in Section 4.16(2) of this Bylaw, one (1) off-street parking space per rented guest room shall be required for a bed and breakfast operation.

#### 4.21 RECREATIONAL VEHICLES AND TEMPORARY LIVING ACCOMMODATIONS

- 1. At no time may a recreational vehicle, holiday trailer, motor homes, camper or tent trailer be situated on a residential parcel unless that parcel is developed with a single family dwelling.
- 2. Notwithstanding subsection (1), a maximum of one (1) recreational vehicle, holiday trailer, motor homes, camper or tent trailer be situated and occupied on

an undeveloped residential parcel during periods of single family dwelling construction when approved by the development authority.

3. For the purpose of storage of the vehicle, a maximum of one (1) unoccupied recreational vehicle, holiday trailer, motor homes, camper or tent trailer may be situated on a residential parcel that is developed with a single family dwelling.
4. On a residential parcel that is developed with a single family dwelling, a maximum of one (1) recreational vehicle, holiday trailer, motor homes, camper or tent trailer may be situated and occupied on a residential parcel provided that it:
  - (i) is occupied for no longer than seventy-two (72) hours total within a thirty (30) day period, or extended periods as authorized by the Development Authority; and
  - (ii) is located within a required parking stall or on the site in a manner satisfactory to the Development Authority.
5. For the purpose of this Land Use Bylaw Park Model Homes are not considered Recreational Vehicles.

#### 4.22 GENERAL SIGN REGULATIONS

1. All placement of temporary signs shall require an approved Development Permit.
2. No sign of an advertising, directional or information, nature shall be erected on land or affixed to any exterior surface of any building or structure unless an application for this purpose has been approved by the Development Officer.
3. Signs shall comply with the setback requirements for principal buildings in the district in which the sign is located unless otherwise allowed by this Bylaw or the Development Officer.
4. In considering a development application for a sign the Development Officer shall have due regard for the amenities of the area and the design of the proposed sign.
5. No sign, other than one providing a public service and deemed appropriate by the Development Officer shall be permitted to locate on a public right of way or reserve.
6. No sign shall be illuminated unless the source of light is suitably shielded and does not interfere with vehicular traffic.

- f) If the building includes a canopy, each tenant will be permitted one under-canopy sign of no more than 0.5 m<sup>2</sup> (5.38 ft<sup>2</sup>).

#### 4.24 KEEPING OF ANIMALS

1. No person shall keep or permit to be kept in any part of any yard in any Land Use District any livestock except as described in Alberta Beach Animal Control Bylaw, as amended.
2. No person shall keep or permit to be kept in any part of any yard in any Land Use District any pets or domestic animals of any kind on a commercial basis, that is, for the purpose of breeding or caring in exchange for pay or other compensation or remuneration, unless said keeping occurs within the confines of an approved kennel.
3. In addition to this Section, the regulations in the Residential Districts respecting the keeping of animals will apply.

#### 4.25 SEA CANS

As a condition of granting a development permit for a sea can, the Development Authority may require the sea can to conform aesthetically to buildings upon adjacent properties and those within the District. This may include, but is not limited to, buffering it from public view and/or enclosing it entirely within a building.

#### 4.26 FIRE PITS

Within the corporate limits of Alberta Beach, fire pits must:

- Be at least 3 m (10.0 ft.) from buildings, property lines and anything else that could catch fire.
- Be less than 0.6 m (2.0 ft.) high.
- Be less than 1.0 m (3.0 ft.) wide.
- Have enclosed sides made from bricks, concrete or heavy-gauge metal.
- Have a mesh screen on top to stop sparks (spark-arrestor) with openings smaller than 1.25 cm (1/2 in.).



#### 4.27 HOUSE NUMBERS

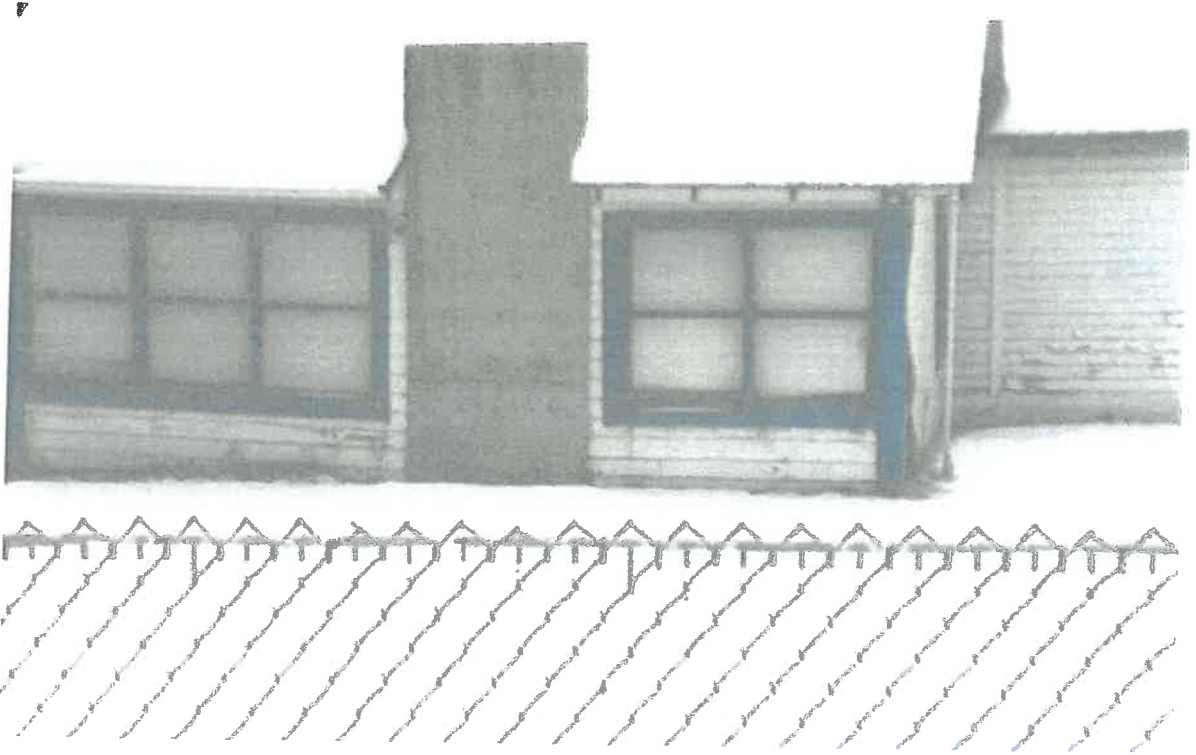
Every residence shall have its house number clearly displayed near the front door entrance. The numbers shall be easily visible from the street





The photo was taken in September 2019, from 50<sup>th</sup> Avenue (Front)

- Separate titled property, no dwelling located on parcel. Trailer parked on the property with no approvals from Alberta Beach.



The photo was taken in December 2019, from 50th Avenue (Front)

Note the following:

- plywood on the side of the dwelling is warped;
- boarded-up front door;
- no eaves attached to part of roof; and
- paint peeling off of the dwelling.



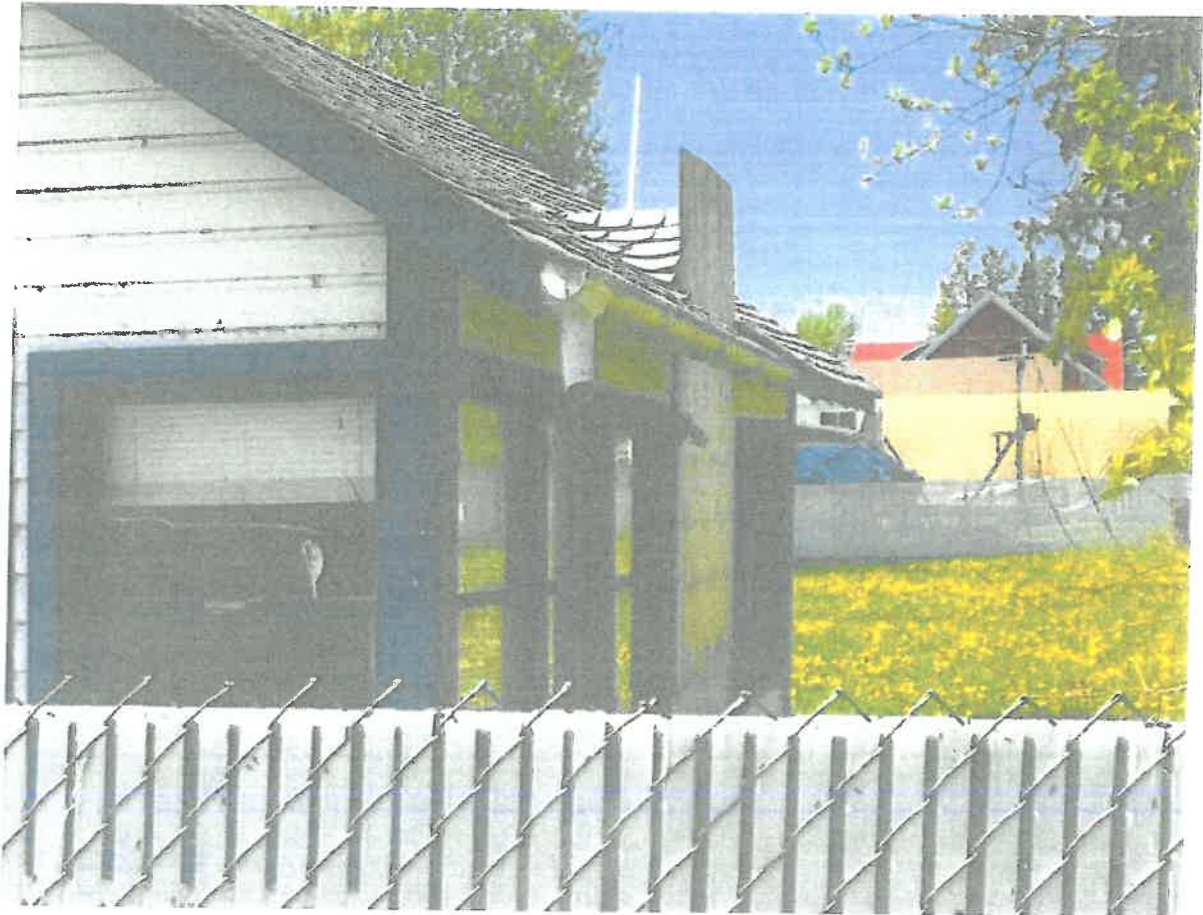
The photo was taken in December 2019, from 50<sup>th</sup> Avenue (Front)

Note the following:

- paint peeling off of the dwelling; and
- no eaves attached to roof.



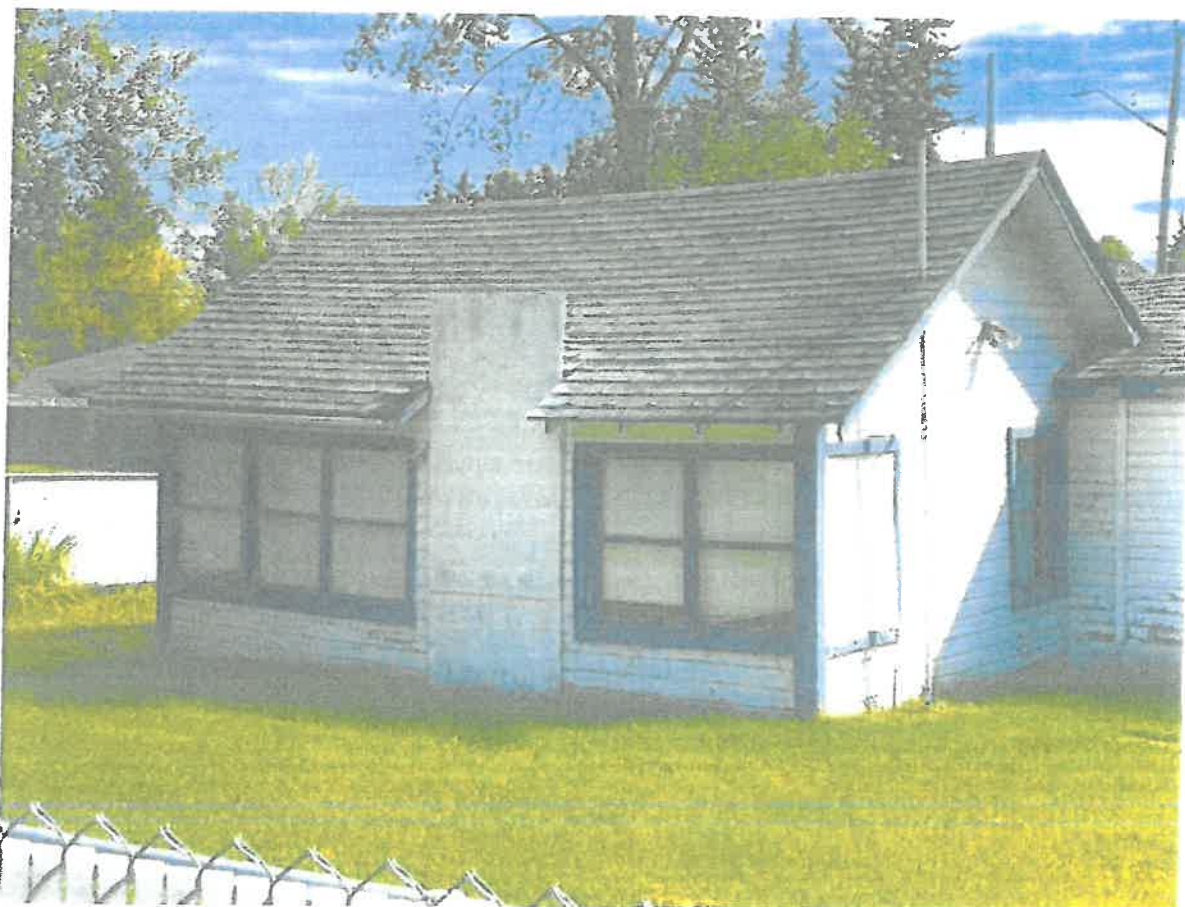
The photo taken in June 2020, from 50<sup>th</sup> Ave (Front)



The photo was taken in June 2020, from 52<sup>nd</sup> Street. (Front/Side)

Note the following:

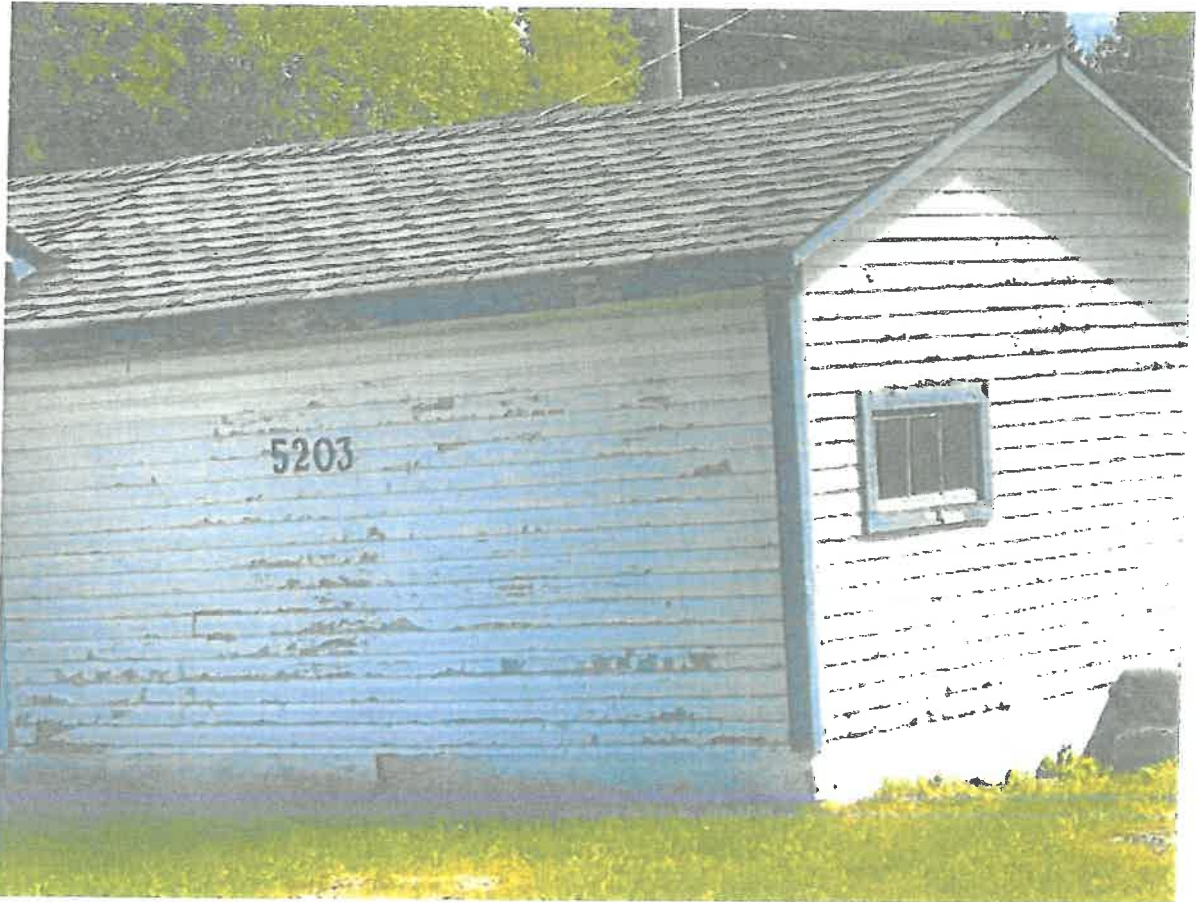
- only downspout that could be found on the house;
- downspout only attached to part of roof over the window located on the left side of the dwelling.



The photo was taken in September 2020, from 50<sup>th</sup> Avenue (Front)

Note the following:

- paint peeling off the dwelling;
- plywood over front door now painted white; and
- no eaves attached to roof over the window located on the right side of the door.



The photo was taken in September 2020, from 50<sup>th</sup> Avenue (Front)

Note the following:

- paint peeling off of the dwelling; and
- board on bottom of the dwelling is not secure.



The photo taken in September 2020, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- patio door frame rotten;
- line removed from side of meter;
- line added to right of small box; and
- wire added below small box.





The photo was taken in September 2019, from 50<sup>th</sup> Avenue (Side)

Note the following:

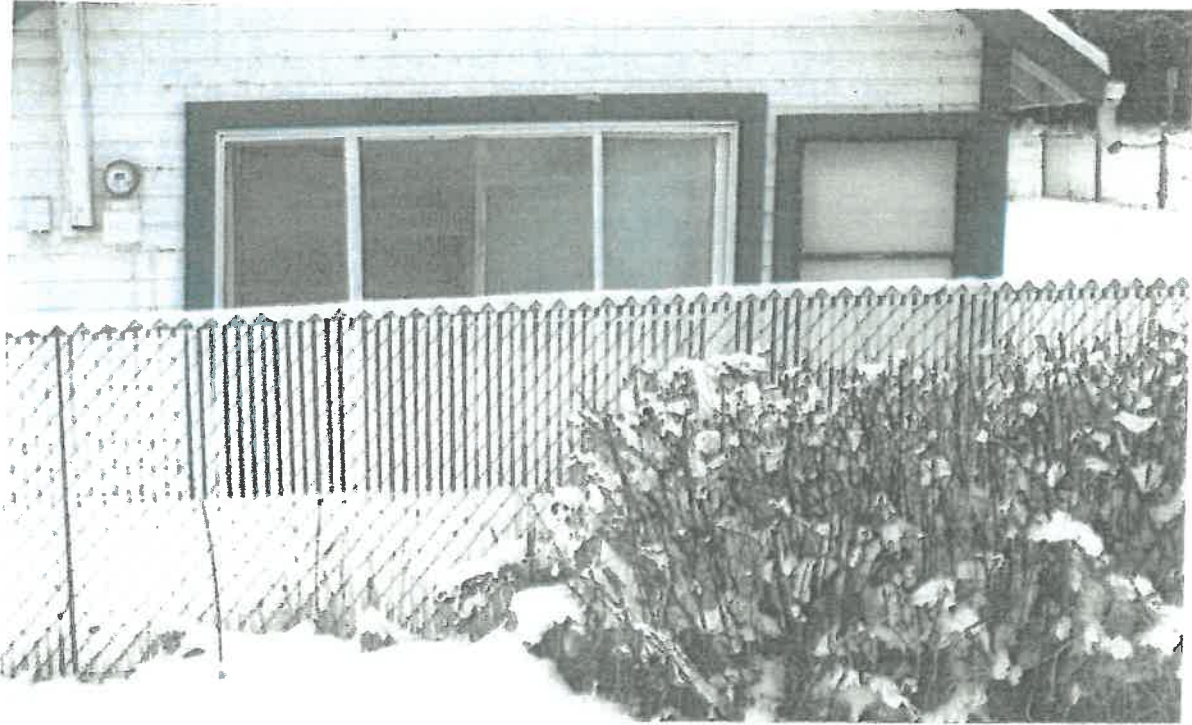
- paint peeling off dwelling; and
- fire pit wider than three (3) feet and no mesh screen on top.



The photo taken in 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- wiring beside the window; and
- condition of covered deck.



The photo taken in December 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling; and
- line located by meter going into home (gasline?)



Photo taken in December 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- wires not connected to dwelling; and
- small box on left side of meter shows three wires coming out of the box. One wire runs through the panel to the left of the box and two wires run through the panel to the right of the box.



The photo taken in December 2019, from 52<sup>nd</sup> Street

Note the paint peeling off the sheds.

Sheds have been removed from the property in 2020.



The photo taken in December 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- wires not connected to dwelling; and
- small box on left side of meter shows three wires coming out of the box. One wire runs through the panel to the left of the box and two wires run through the panel to the right of the box.



The photo taken in December 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- wires not connected to dwelling; and
- small box on left side of meter shows three wires coming out of the box. One wire runs through the panel to the left of the box and two wires run through the panel to the right of the box.



The photo taken in 2019, from 52<sup>nd</sup> Street (Side)

Note the following:

- condition of covered deck; and
- wiring beside window leading to back entrance.



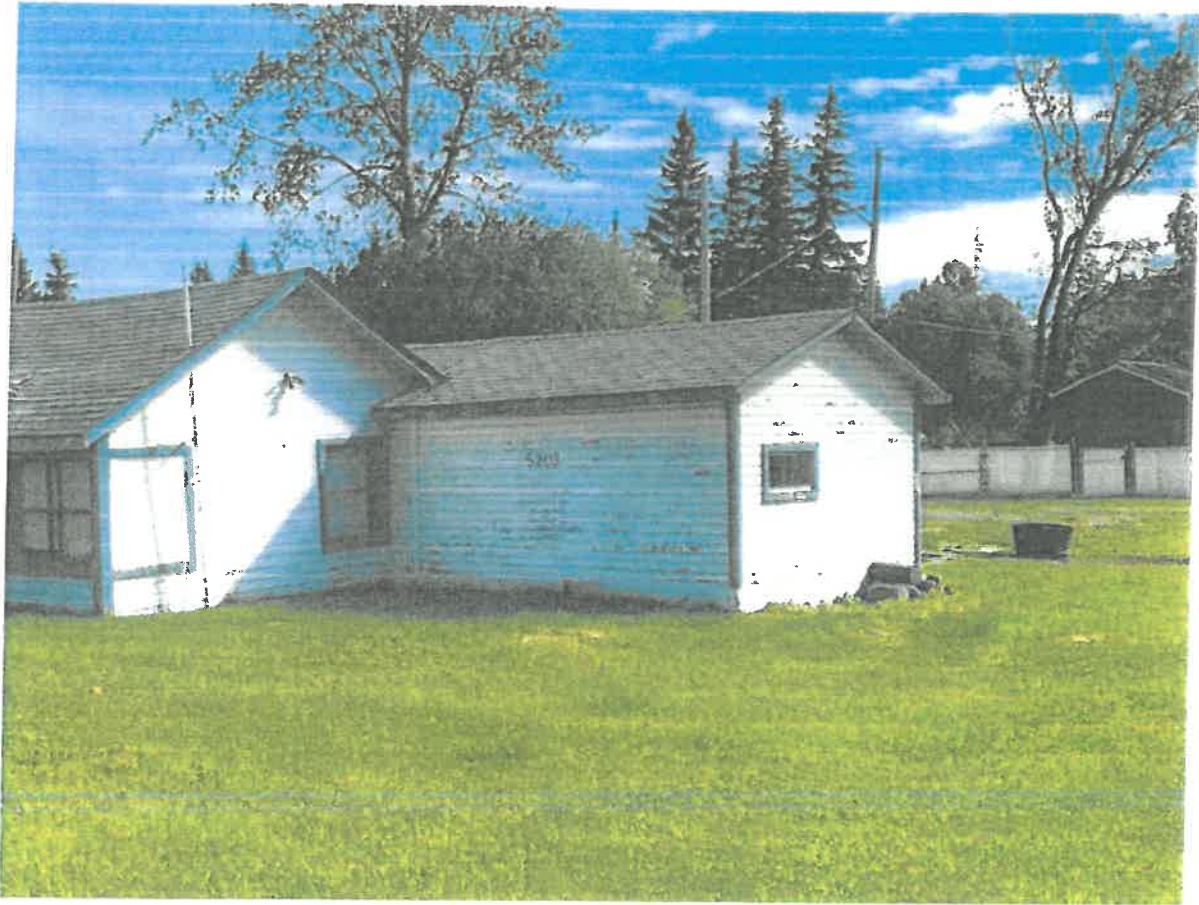


Photo taken in September 2020, from 50<sup>th</sup> Avenue (Side)

Note the following:

- paint peeling off the dwelling; and
- new plywood attached to window frame, where photos show that there may be no glass window installed.



The photo taken in September 2020, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- low wiring removed;
- vegetation growing;
- rotten foundation; and
- rotten siding.



Photo taken in September 2020, from 52<sup>nd</sup> Street (Side)

Note the following:

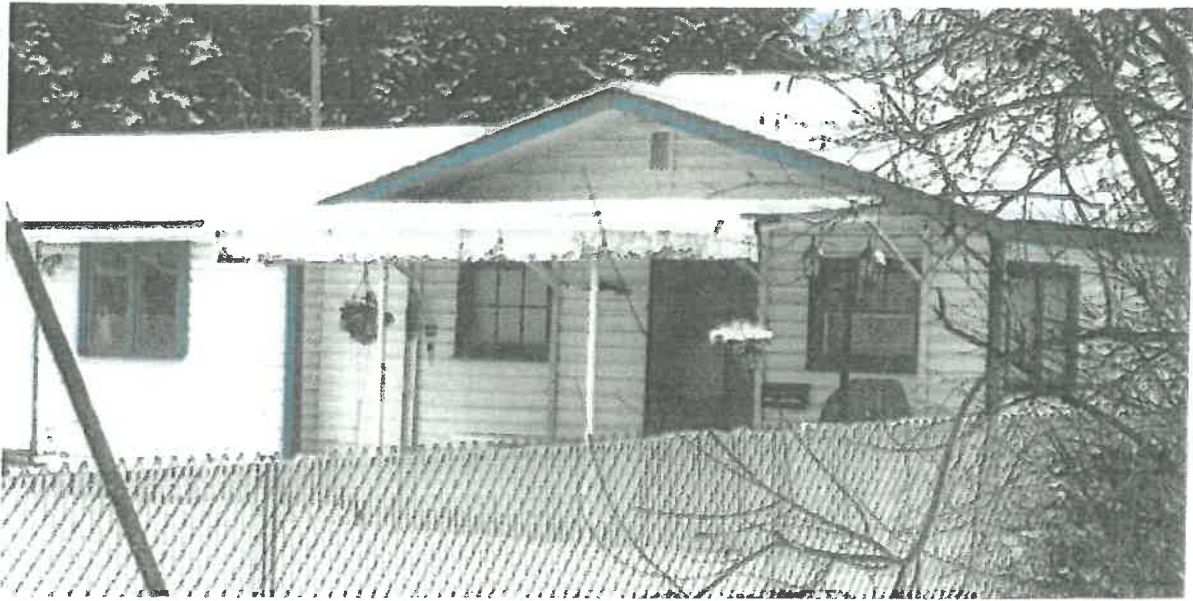
- paint peeling off dwelling;
- patio door frame rotten;
- wires not connected to dwelling; and
- small box on left side of meter shows three wires coming out of the box. One wire runs through the panel to the left of the box and two wires run through the panel to the right of the box.



The photo taken in September 2020, from 52<sup>nd</sup> Street (Side)

Note the following:

- paint peeling off dwelling;
- patio door frame rotten;
- line removed from side of meter;
- line added to right of small box; and
- wire added below small box.



The photo taken in 2019, from 52<sup>nd</sup> Street (Rear)

Note the following:

- paint peeling off dwelling; and
- top board at side of covered deck missing.



The photo taken in 2019 from Alley (Rear)

Note the following:

- paint peeling off dwelling; and
- eaves attached to roof; however, no downspout connected; and



Photo taken in 2019 from Alley (Rear)

Note the following:

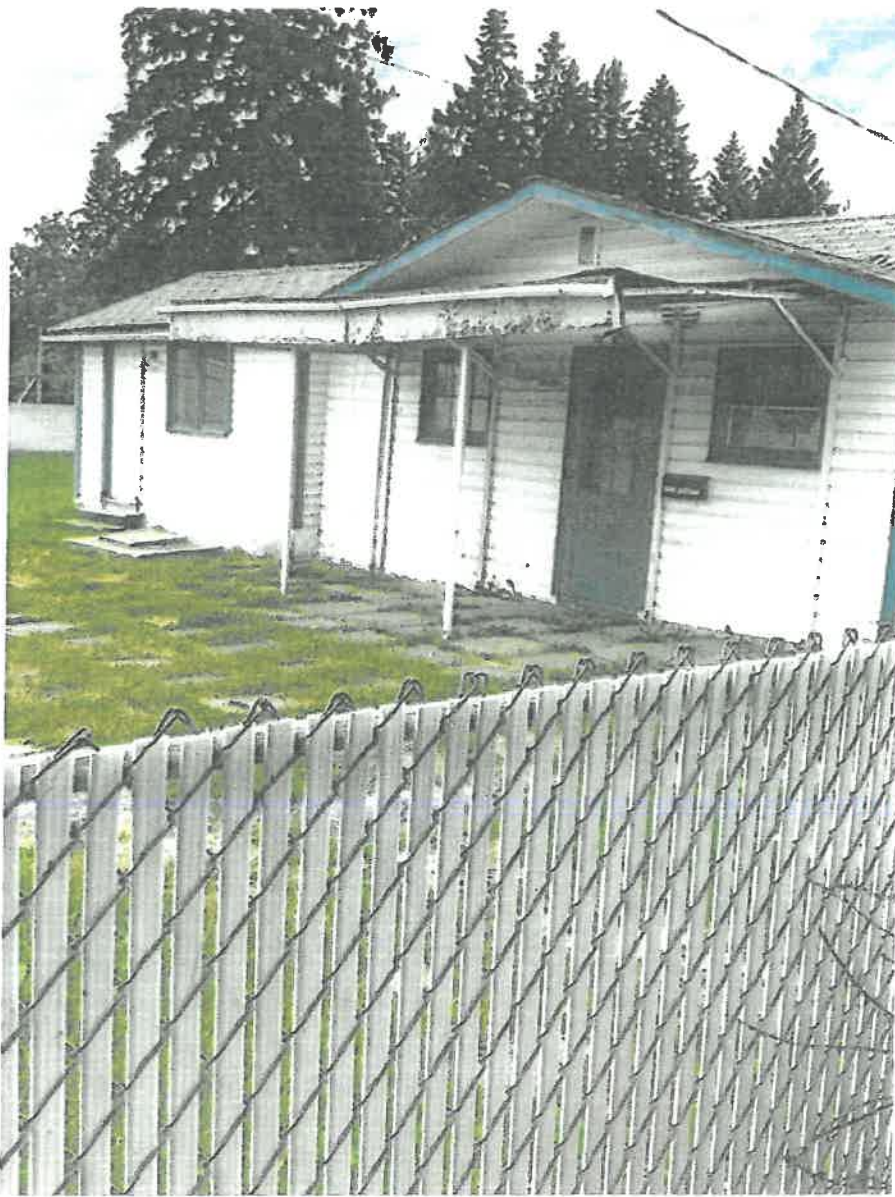
- paint peeling off dwelling; and
- side board on covered deck intact.



Photo taken in 2020, from Alley (Rear)

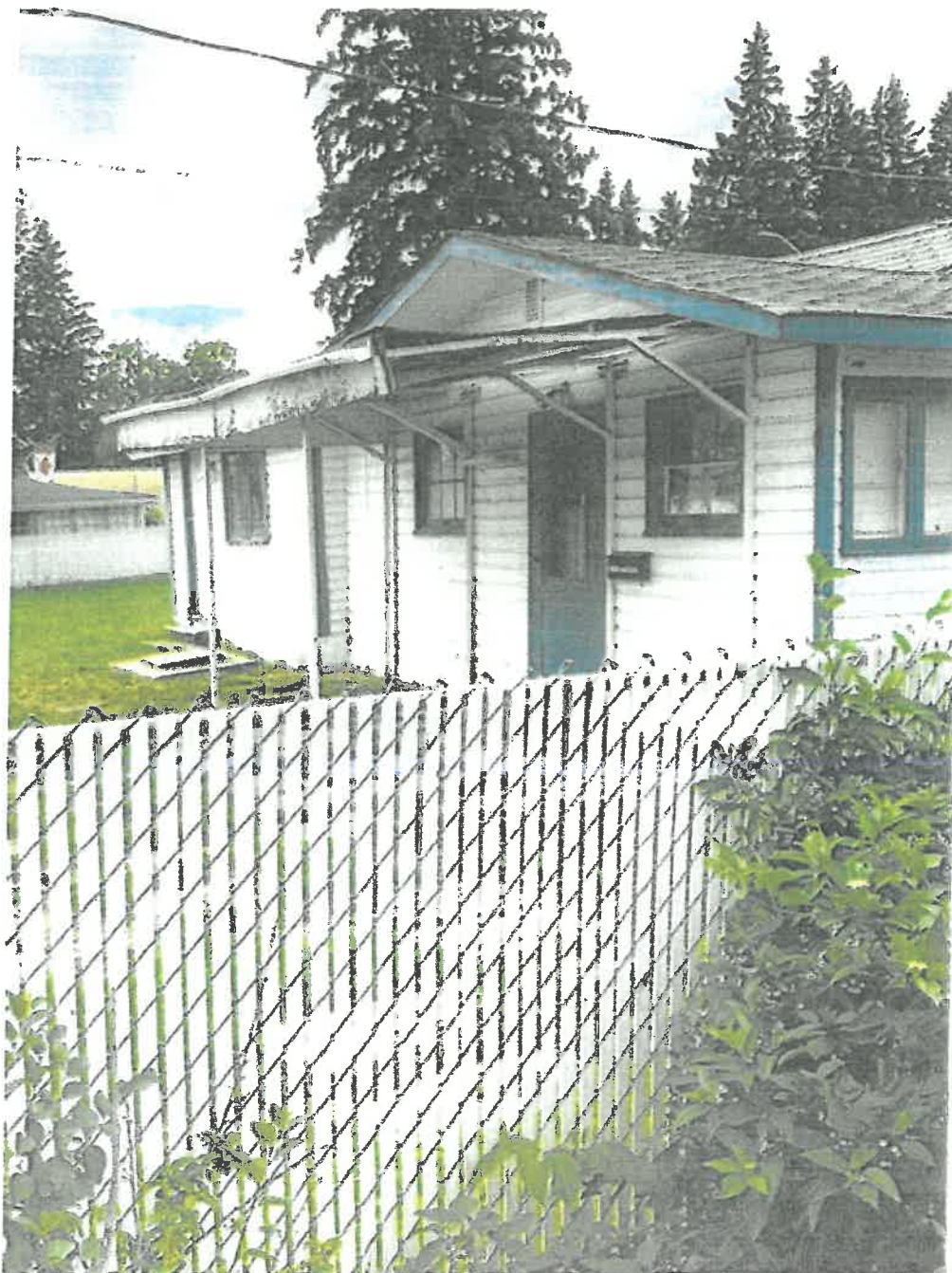
Note the condition of the covered deck.





The photo taken in 2020, from 52<sup>nd</sup> Street (Rear)

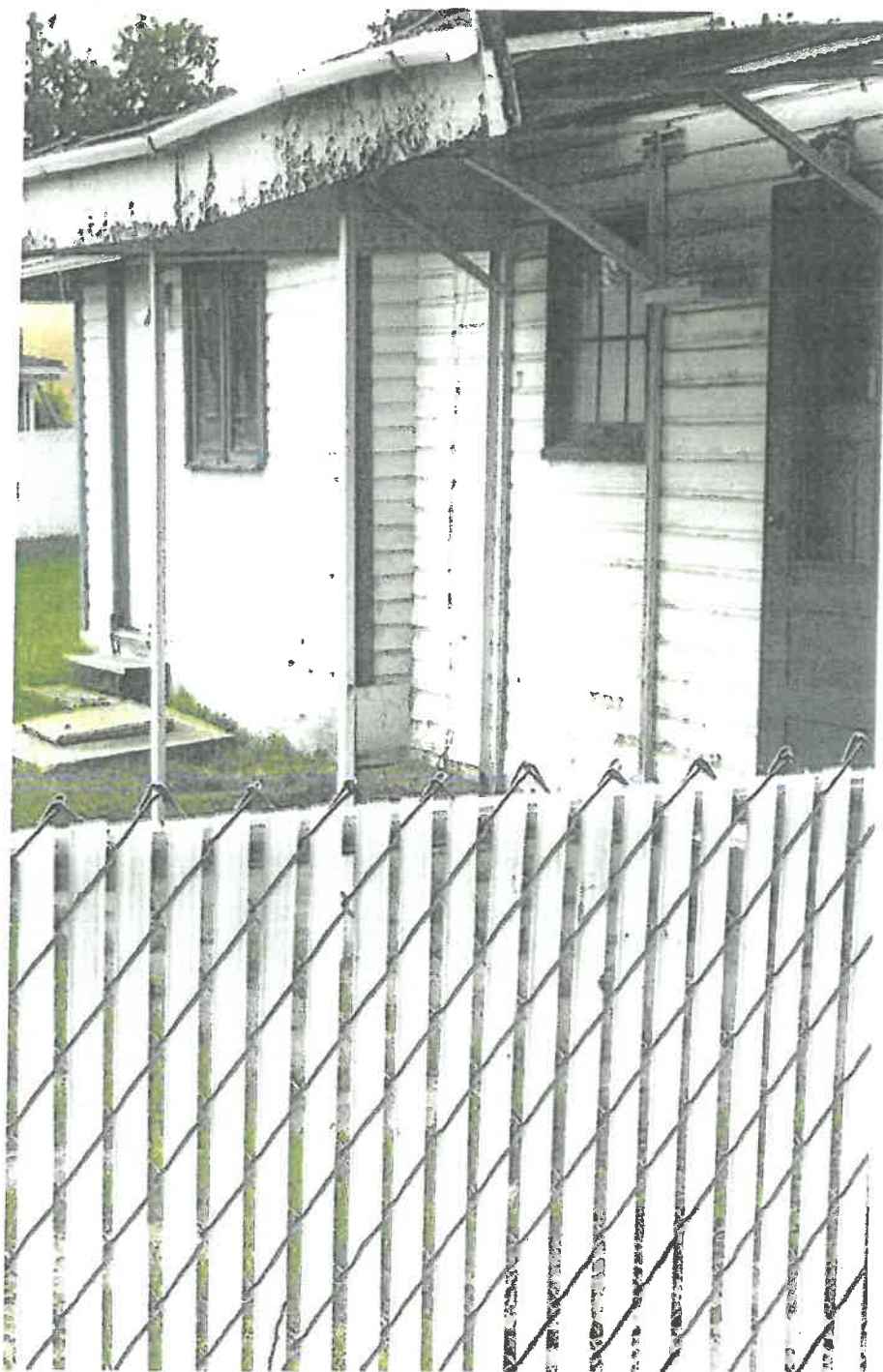
Note the condition of the covered deck.



The photo taken in 2020, from 52<sup>nd</sup> Street (Rear)

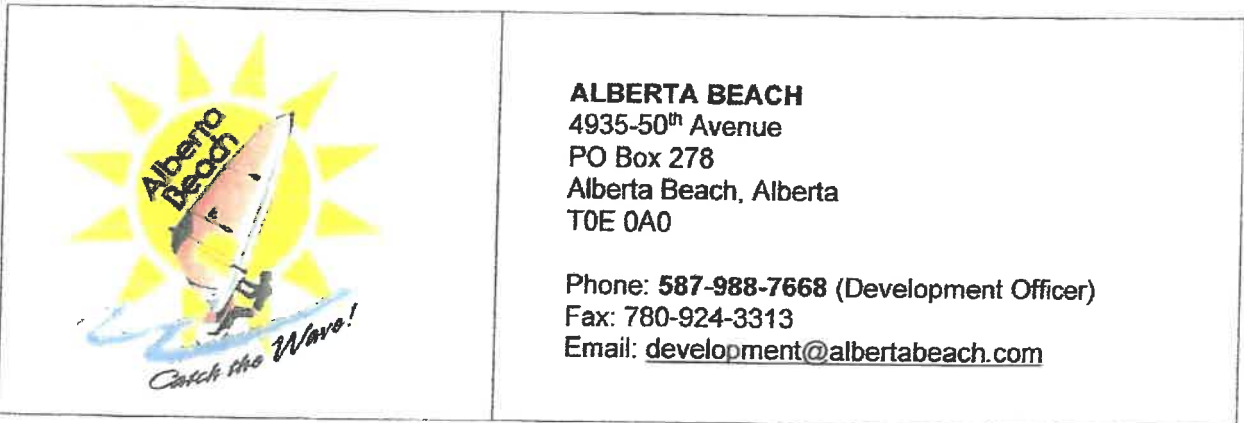
Note the following:

- condition of the deck; and
- wire removed from back entry.



The photo taken in 2020, from 52<sup>nd</sup> Street (Rear)

Note the condition of the covered deck.



February 10, 2020

**Re: Dangers and Unsigny Property**  
**Plan 3321BQ Block 2 Lot 1**  
**5203-50 Avenue**  
**District: R1 – Residential – Single Family**

It has been brought to the attention of this office that the fire pit on the subject lands is not in accordance with Section 4.26 - Fire Pits, of the Land Use Bylaw 252-17. Therefore, a drive-by site inspection was conducted. Upon the site inspection it was noted that the fire pit is not in compliance, please see the regulations regarding fire pits in Alberta Beach below:

#### **4.26 FIRE PITS**

Within the corporate limits of Alberta Beach, fire pits must:

- Be at least 3 m (10.0 ft.) from buildings, property lines and anything else that could catch fire.
- Be less than 0.6 m (2.0 ft.) high.
- Be less than 1.0 m (3.0 ft.) wide.
- Have enclosed sides made from bricks, concrete or heavy-gauge metal.
- Have a mesh screen on top to stop sparks (spark-arrestor) with openings smaller than 1.25 cm (1/2 in.).

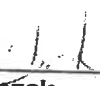
Also, it was noticed that an electrical wire is hanging from the home by an exterior door. This electrical wire may be a danger to yourself or the public.

Furthermore, in the opinion of the Development Authority, the buildings on the subject lands are unsightly and need repairing and repainting.

We need to discuss these matters and set up a time frame to rectify these crucial issues.

Please contact me on or before **March 15, 2020** at 587-988-7668 to negate any further action being taken by this office.

Respectfully,

  
\_\_\_\_\_  
Kim Kozak  
Development Officer

Enclosure: 1

cc: Alberta Beach Administrator  
Alberta Beach Community Peace Officer

Order to Remedy Contravention Pursuant to the Municipal Government Act

**Village of Alberta Beach**

Date: May 29<sup>th</sup>, 2020

File Number: ENF01-20

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Method of Service:  Delivered Personally     Posted at Property     Ordinary Mail     Registered Mail  
 Left at residence with a person apparently over the age of 18

The property located at: 5203-50<sup>th</sup> Avenue, Alberta Beach, in the Province of Alberta.

Legal land description: Lot: 1                      Block: 2                      Plan: 3321BQ

**TAKE NOTICE THAT PURSUANT TO:**

**Section 546(0.1)(a) and (b)** of the Municipal Government Act (MGA), R.S.A. 2000, c. M-26 states:

- (a) "detrimental to the surrounding area" includes causing the decline of the market value of property in surrounding area;
- (b) "unsightly condition",
  - (i) in respect of a structure, includes a structure whose exterior shows signs of significant physical deterioration, and
  - (ii) in respect of land, includes land that shows signs of a serious disregard for general maintenance or upkeep.

You are hereby Ordered to Remedy the condition of the above property on/or before July 2<sup>nd</sup>, 2020, by taking the following corrective action(s):

- **Repair and paint, remove or demolish the dilapidated dwelling and accessory buildings.**



\_\_\_\_\_  
Development Authority

1. If the required actions are not completed within the time specified, the Municipality may carry out the work required and charge all costs thereof against the person to whom the Order is directed, and if such person does not pay the costs, the costs shall be charged against the property concerned as taxes due and owing in respect of that property, and recovered as such; and
2. Every person who fails to comply with an Order under section 546 of the *Municipal Government Act R.S.A. 2000, c. M-26* commits an offence.

This Order will remain in effect until July 3<sup>rd</sup>, 2020, any further contraventions will be immediately dealt with pursuant to the MGA.

**See reverse for important information**

**A person who receives a written Order under either section 546 MGA may, by written notice, request a review of the Order, as follows:**

Section 546 MGA - Order to Remedy: Pursuant to section 547(1)(b) of the MGA; a written request for review of a written Order made under section 546 must be filed **within seven (7) days** of the date the Order is received or deemed to have been served.

Requests for review of an Order shall be in writing and be directed to the following:

Chief Administration Officer  
Village of Alberta Beach  
4935-50<sup>th</sup> Ave  
P.O. Box 278  
Alberta Beach, Alberta  
T0E-0A0

**NON-COMPLIANCE IN RELATION TO THIS ORDER**

Offences for non-compliance:

Pursuant to section 557(c) of the MGA, a person who contravenes or does not comply with an Order under section 546 MGA of the act is guilty of an offence and liable to prosecution.

**Pursuant to section 556(1) of the MGA a person who is guilty of an offence is liable, (a) To a fine of not more than \$10,000; or, (b) To imprisonment for not more than one year; or, (c) To both fine and imprisonment.**

Failure to comply with a Section 546 MGA Order may result in additional charges being laid pursuant to the applicable bylaw.

Additional consequences for non-compliance: Pursuant to section 550 of the MGA, if a person fails or refuses to comply with an Order issued under section 546 of the MGA respectively, the Municipality may take whatever action or measures necessary to correct the contravention. Actions or measures taken by the Municipality may be applied as an amount owing to the Municipality by the person who contravened the Bylaw.

Pursuant to sections 553 and 553.1 of the MGA; when a person owes money to a municipality under section 550, the municipality may add the amount owing to the tax roll of a parcel of land if the parcel's owner contravened the Bylaw and the contravention occurred on all or part of the parcel.

If you fail to comply with the provisions of this Order the Municipality will, at its discretion, take action to enforce the Order by taking whatever action or measure are necessary to remedy the contravention of the bylaw or to prevent the reoccurrence of the contravention. All expenses and any costs of any such actions or measures will be an amount owing to the Municipality and placed on the tax roll of the property if permitted by sections 553 or 553.1 MGA.

Pursuant to section 546.1(1) of the MGA a municipality may register a caveat under the Land Titles Act in respect of an Order made under section 546 dealing with a dangerous structure, excavation, hole, or unsightly property against the certificate of title for the land that is the subject of the Order. Once the property complies with this Order, then the caveat can be removed from the certificate of title.

Additional Information: Nothing contained within this Order shall be interpreted as limiting the Municipality from pursuing any other action allowed by a Statute of the Province of Alberta or Bylaw of the Municipality.

**PATROL DEPARTMENT – REQUEST FOR DECISION REGARDING ORDER TO REMEDY:**

Lot 6&7, Block 25, Plan 8506ET (5115 – 47 Avenue) (Tax Roll #277)

**REQUEST MOTIONS FROM COUNCIL AS FOLLOWS:**

That the order to remedy issued under Bylaw #257-18 on Lot 6&7, Block 25, Plan 8506ET be forwarded to the Patriot Law for action and further that all costs incurred by the Village of Alberta Beach in remedying the condition regarding the said order to remedy be added to the tax roll as a charge against the lands for the said owners, and further are deemed to be a tax from the date they are added to the tax roll for the premises.



**Order to Remedy Contravention Pursuant to the Municipal Government Act**  
**Village of Alberta Beach**

Date yy    mm    dd 2020    7    20			Time 1200	File Number 2020-000113
Name				
Address			City/Town/Village Alberta Beach	Province AB
			Postal Code TOE    OAO	
<b>Method of Service:</b> <input type="checkbox"/> Delivered Personally <input type="checkbox"/> Posted at Property <input type="checkbox"/> Ordinary Mail <input type="checkbox"/> Left at residence with a person apparently over the age of 18 <input checked="" type="checkbox"/> Registered Mail				

The property located at: 5115-47 avenue Alberta Beach, in the Province of Alberta.  
 Legal land description: Lot: 6 & 7 Block: 25 Plan: 8506ET

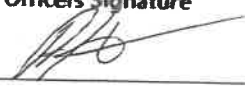
**TAKE NOTICE THAT PURSUANT TO:**

**Section 546** of the Municipal Government Act (MGA), R.S.A. 2000, c. M-26  
 Structure/excavation/hole dangerous to public safety or unsightly condition detrimental to the surrounding area.

**Section 545** of the Municipal Government Act (MGA), R.S.A. 2000, c. M-26 M or municipal bylaw.  
 Municipal Bylaw #257-18 Untidy & Unsightly Premises Summer Village of Alberta Beach :

You are hereby ordered to remedy the condition of the above property within 14 days, from the date and time the order was issued, by taking the following corrective action(s):

Cut and remove weeds/ grass from throughout the property. Remove derelict log cabin from property. Repair or remove lean-to next to garage. Remove/store objects/clutter from property.

Officers Signature 	Officers Name D.HEINRICHS	Regimental Number 17870	Phone Number (780) 717-2275
<b>IMPORTANT</b>			
<ol style="list-style-type: none"> <li>If the required actions are not completed within the time specified, the Municipality may carry out the work required and charge all costs thereof against the person to whom the order is directed and if such person does not pay the costs, the costs shall be charged against the property concerned as taxes due and owing in respect of that property, and recovered as such</li> <li>Every person who fails to comply with an order under section 545 or 546 of the <i>Municipal Government Act (MGA), R.S.A. 2000, c. M-26</i> commits an offence</li> <li>A person to whom an Order under section 545 or 546 MGA is directed may seek a review of the Order by filing an appeal within:           <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> fourteen (14) days of service of a section 545 MGA order.</li> <li><input type="checkbox"/> seven (7) days of service of a section 546 MGA order.</li> </ul> </li> </ol> <p>See reverse for further details.</p>			

**Tracking number**

RN429556793CA

Check delivery progress

**Delivery progress**

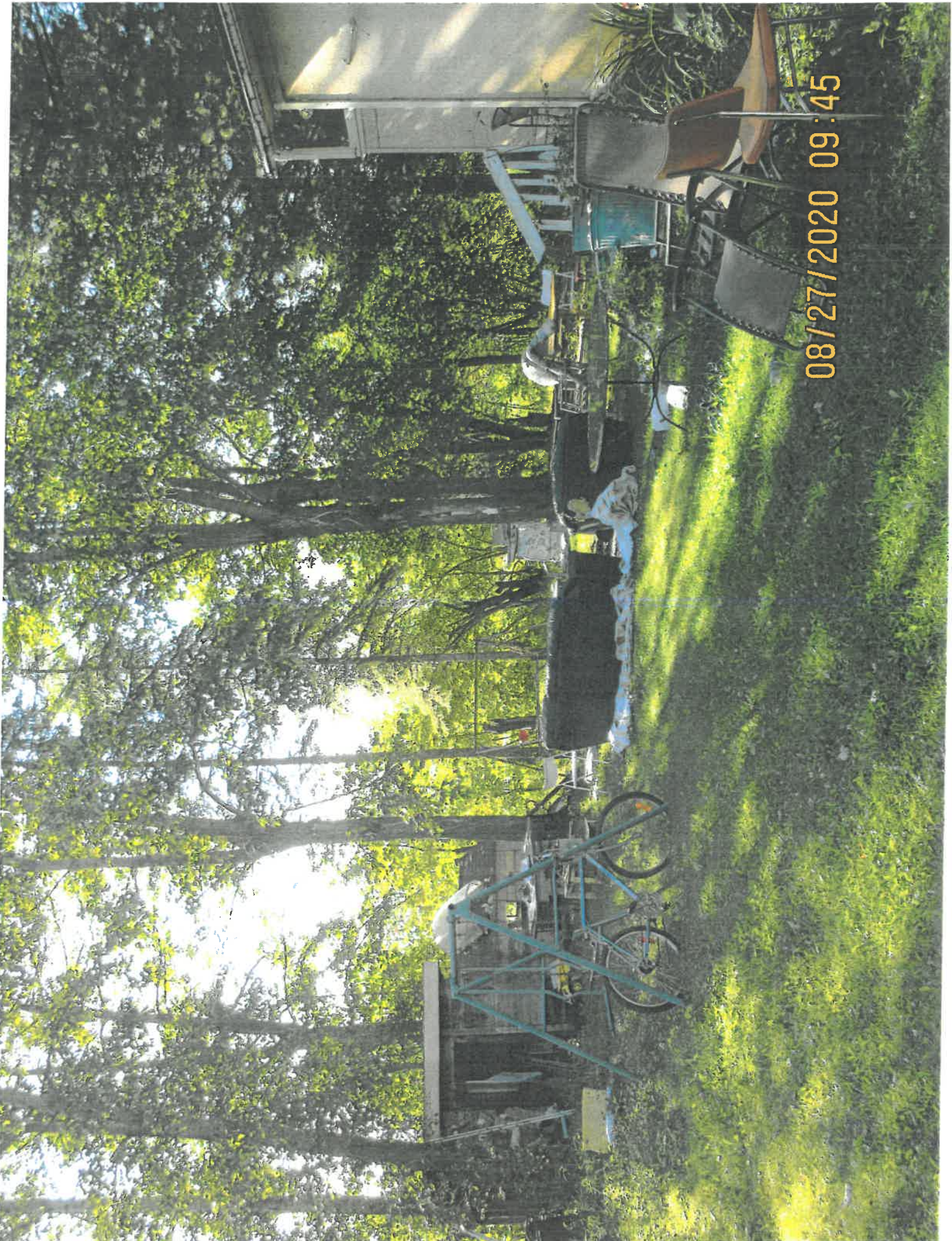
Date	Time	Location	Progress	Post office
Aug. 7	4:49 pm	ALBERTA BEACH, AB	Item has been returned and is enroute to the Sender	
Aug. 7	4:49 pm	ALBERTA BEACH, AB	Item was unclaimed by recipient. Item being returned to sender.	
July 20	10:38 am	ALBERTA BEACH, AB	Notice card left indicating where and when to pick up item	

**Features and options**

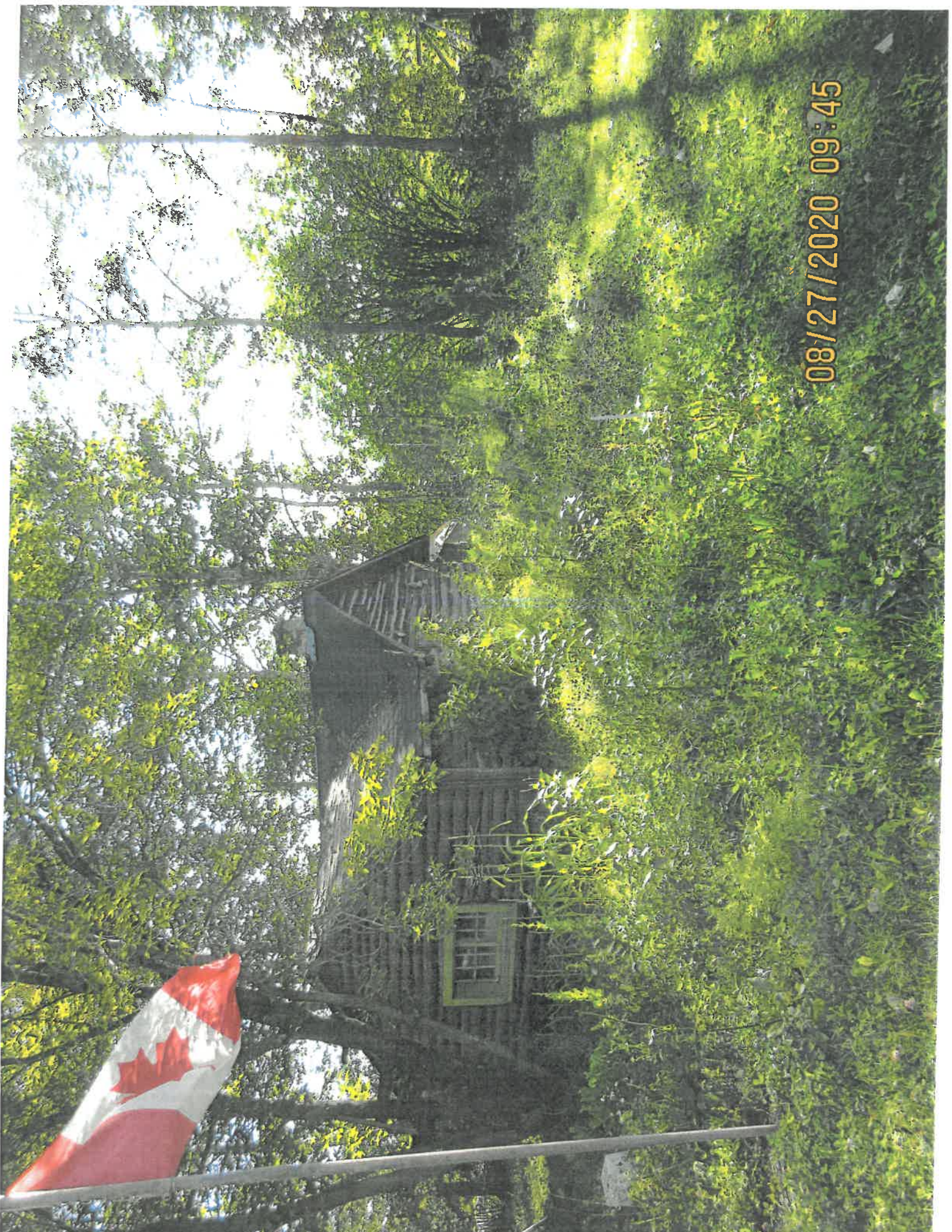
© 2019 Canada Post Corporation



08/27/2020 09:44



08/27/2020 09:45



08/27/2020 09:45



08/27/2020 09:45

08/27/2020 09:45



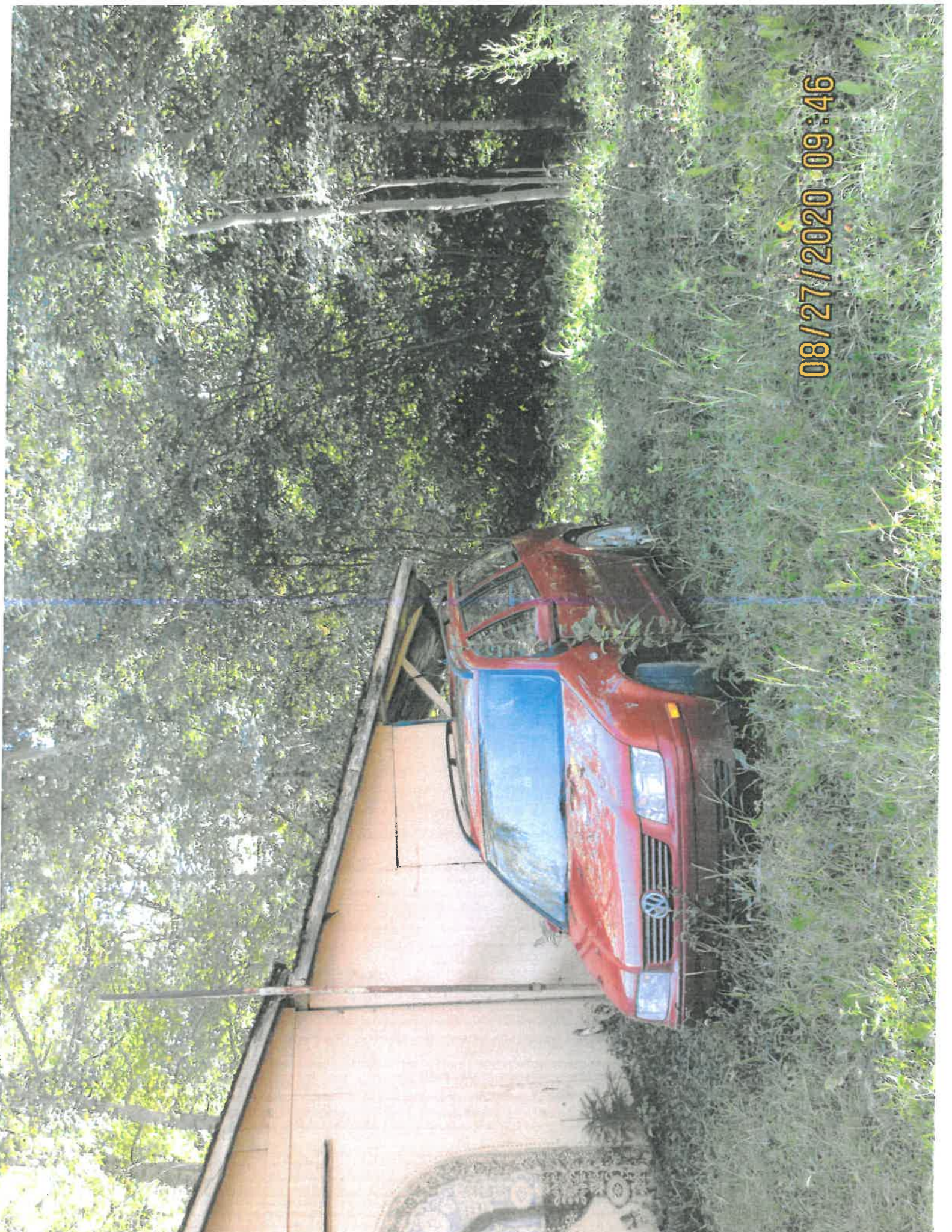


08/27/2020 09:46

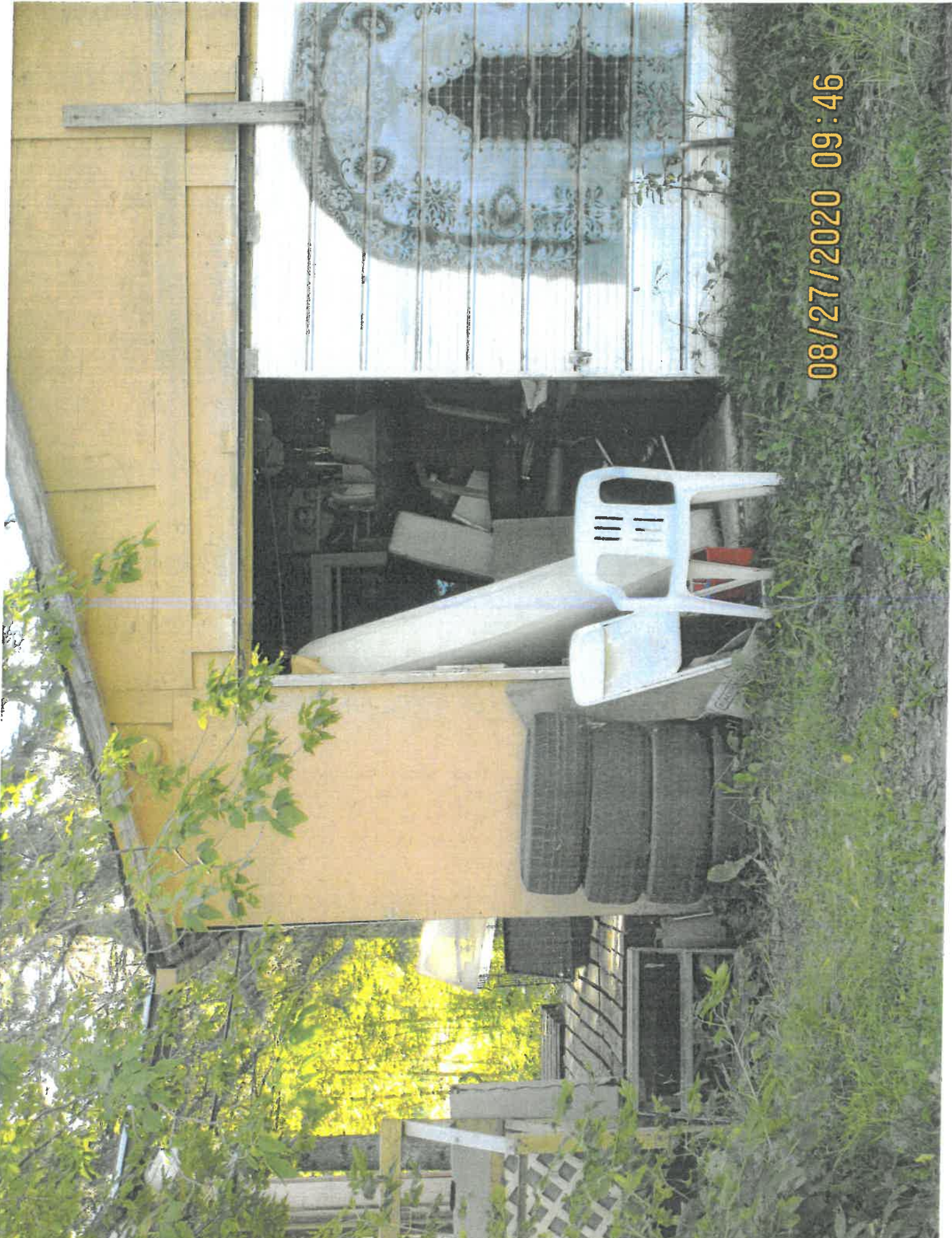


08/27/2020 09:46





08/27/2020 09:46



08/27/2020 09:46



08/27/2020 09:47

**PATROL DEPARTMENT – REQUEST FOR DECISION REGARDING ORDER TO REMEDY:**

Lot 17, Block 3, Plan 6604AO (4728 – 44 Street) (Tax Roll #499)

**REQUEST MOTION FROM COUNCIL AS FOLLOWS:**

That the order to remedy issued under Bylaw #257-18 on Lot 17, Block 3, Plan 6604AO be forwarded to the Patriot Law for action and further that all costs incurred by the Village of Alberta Beach in remedying the condition regarding the said order to remedy be added to the tax roll as a charge against the lands for the said owners, and further are deemed to be a tax from the date they are added to the tax roll for the premises.

## Order to Remedy Contravention Pursuant to the Municipal Government Act Village of Alberta Beach

Date yyy   mm   dd 2020   06   07	Time 1345 hrs	File Number 2020-000093	
Name			
Address		City/Town/Village Edmonton	Province AB
		Postal Code T5A   3Y4	
<b>Method of Service:</b> <input type="checkbox"/> Delivered Personally <input type="checkbox"/> Posted at Property <input type="checkbox"/> Ordinary Mail <input type="checkbox"/> Left at residence with a person apparently over the age of 18 <input checked="" type="checkbox"/> Registered Mail			

The property located at: 4728 44 Street Alberta Beach, in the Province of Alberta.

Legal land description: Lot: 17 Block: 3 Plan: 6604AO

### TAKE NOTICE THAT PURSUANT TO:

**Section 546** of the Municipal Government Act (MGA), R.S.A. 2000, c. M-26  
Structure/excavation/hole dangerous to public safety or unsightly condition detrimental to the surrounding area.

**Section 545** of the Municipal Government Act (MGA), R.S.A. 2000, c. M-26 M or municipal bylaw.  
Municipal Bylaw # 257-18 Untidy & Unsightly Premises Summer Village of Alberta Beach :  
You are hereby ordered to remedy the condition of the above property within 14 days, from the date and time  
the order was issued, by taking the following corrective action(s):  
**Remove derelict house and out buildings from property.**

Officers Signature Officer Bruce Parno Reg. # 14787 Community Peace Officer	Officers Name B. PARNO	Regimental Number 14787	Phone Number 780-924-3434
<b>IMPORTANT</b>			
<ol style="list-style-type: none"> <li>1. If the required actions are not completed within the time specified, the Municipality may carry out the work required and charge all costs thereof against the person to whom the order is directed and if such person does not pay the costs, the costs shall be charged against the property concerned as taxes due and owing in respect of that property, and recovered as such</li> <li>2. Every person who fails to comply with an order under section 545 or 546 of the <i>Municipal Government Act (MGA), R.S.A. 2000, c. M-26</i> commits an offence</li> <li>3. A person to whom an Order under section 545 or 546 MGA is directed may seek a review of the Order by filing an appeal within:           <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> fourteen (14) days of service of a section 545 MGA order.</li> <li><input type="checkbox"/> seven (7) days of service of a section 546 MGA order.</li> </ul> </li> </ol> <p>See reverse for further details.</p>			

### Alberta Beach Patrol Service

This order will remain in effect until **October 31<sup>st</sup> 2020**, any further contraventions will be immediately dealt with pursuant to the Municipal Government Act.

**Tracking number**

RN429556572CA

Delivered

Shipping service: Registered Mail

**Delivery progress**

Date	Time	Location	Progress	Post office
June 10	9:16 am	EDMONTON, AB	Delivered	
June 10	7 am	EDMONTON, AB	Item out for delivery	
June 10	6:23 am	EDMONTON, AB	Item processed	
June 9	8:57 pm	EDMONTON, AB	Item processed	
June 9	2:06 pm	ALBERTA BEACH, AB	Item accepted at the Post Office	

**Features and options**

Signature Required



08/27/2020 14:42



08/27/2020 14:42



08/27/2020 14:42





08/27/2020 14:42

SALE

08/27/2020 14:42

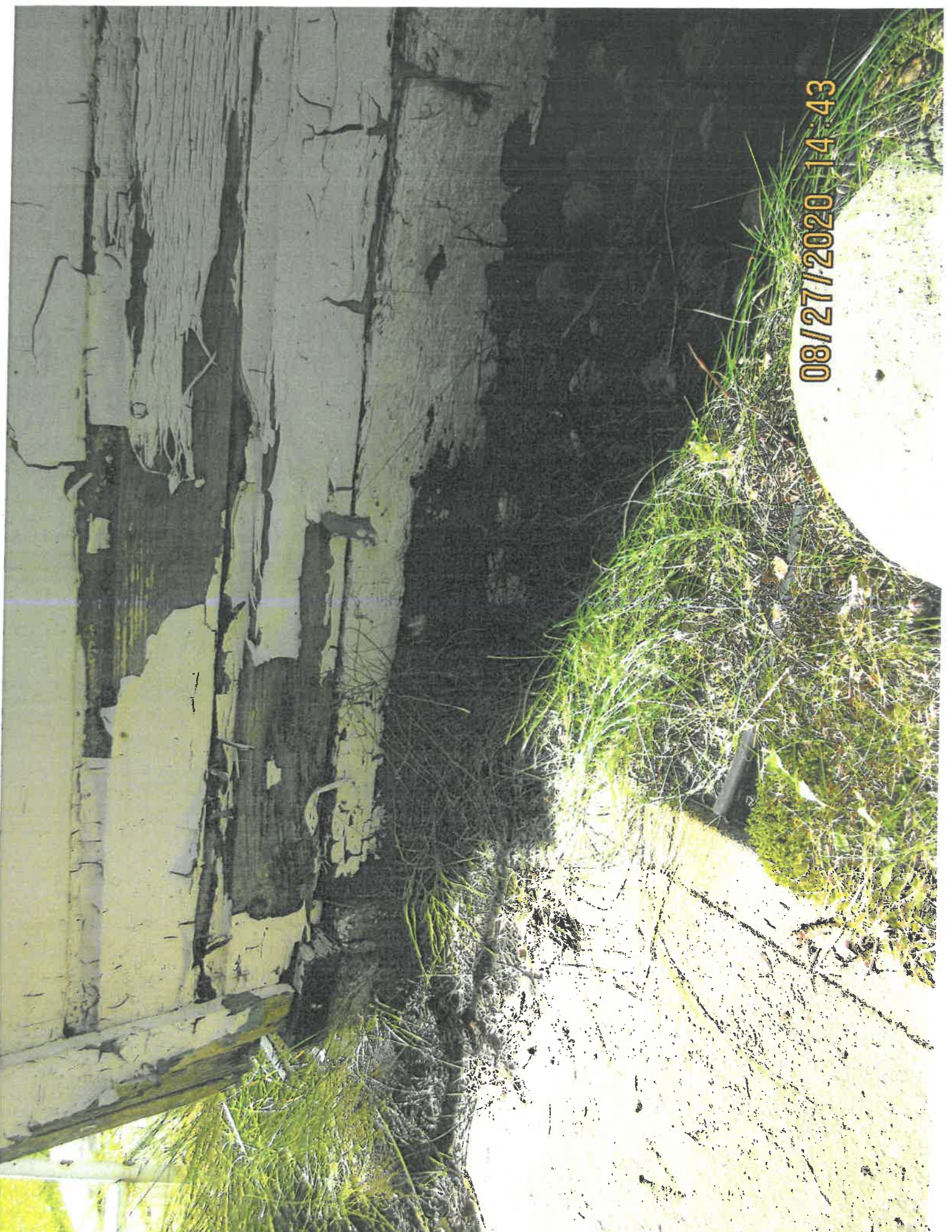




08/27/2020 14:43



08/27/2020 14:43



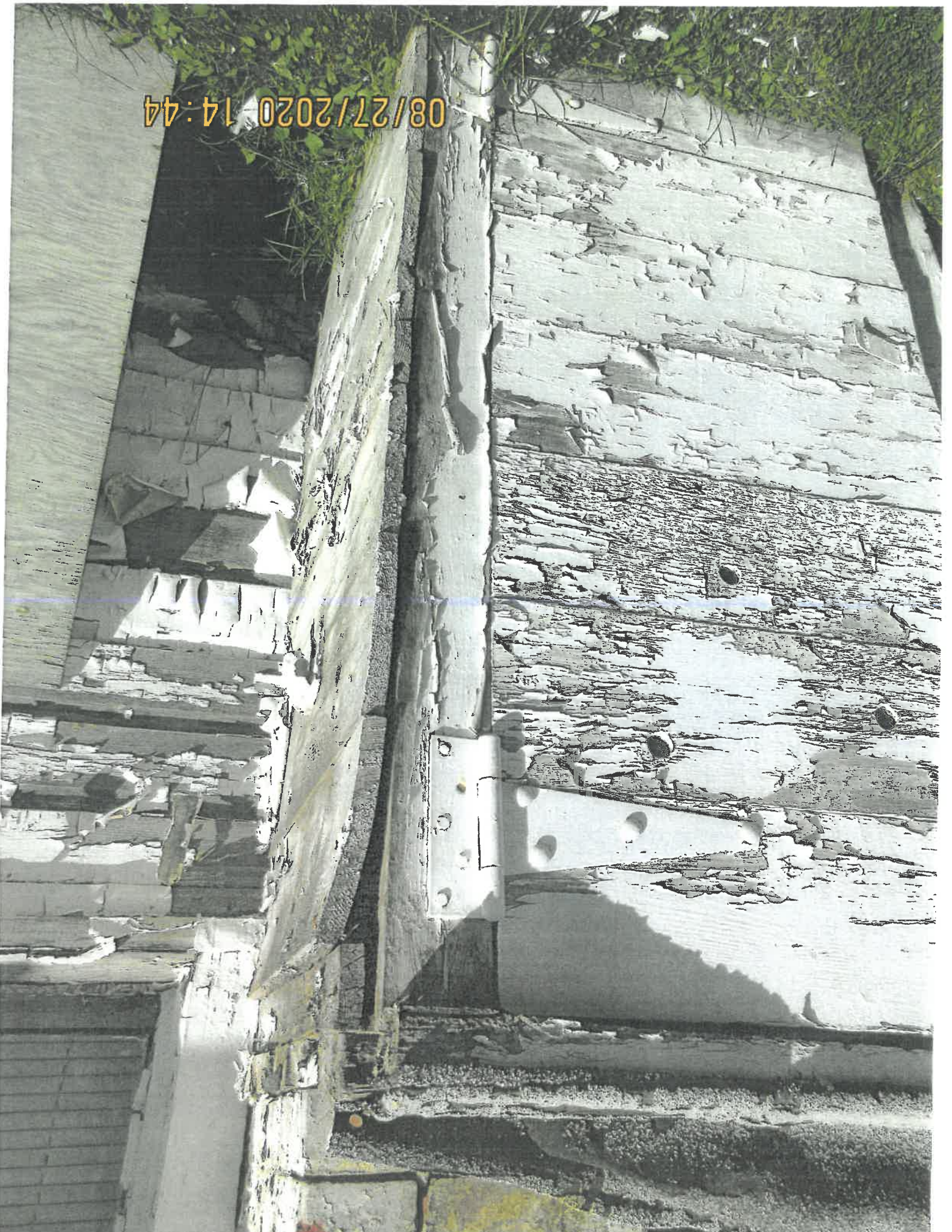
08/27/2020 14:43

08/27/2020 14:43





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