

ALBERTA BEACH COUNCIL
ROUND TABLE MEETING
BEING HELD IN THE ALBERTA BEACH COUNCIL CHAMBERS
AND BEING HELD ELECTRONICALLY VIA ZOOM
TUESDAY, MARCH 14, 2023 AT 3:30 P.M.

AGENDA

- P.2-26 1. Connect Mobility (Merle Isaccson) – Wireless Broadband Update (via Zoom)
- P.27-33 2. Alberta Beach & District Museum & Archives Society – Heritage Village Lease
- P.34-58 3. Animal Control Bylaw #291-23
- P.59-63 4. WCWA Jetski Summer Event
- P.64-71 5. AMSC Power & Gas Plan – Addition of A.B. Library
- P.72-84 6. Strategic Planning
- P.85-118 7. Northern Gateway Public Schools – Joint Use and Planning Agreement (JUPA)
- P.119-123 8. WILD Regional Water Services Commission – Phase III & Phase IV Debentures
- 9.
- 10.
- 11.



Alberta Beach Village Office

From: Merle Isaacson <merle.isaacson@connectmobility.ca>
Sent: March 6, 2023 11:09 AM
To: Alberta Beach Village Office
Subject: Re: Connect Mobility Inquiry
Attachments: Alberta Beach.kmz; UBF-AB-04620-SOW_tbl_Alberta Beach.xlsx; Alberta Beach ABF Application Form version working copy.pdf

Hi Kathy,

I have completed the majority of the documentation for Alberta Beach, Sunset, and Val Quentin. I have broken the costs down for each Village.

I asked when the capital is required for payment and the government does not want the money upfront. When the project starts, the government distributes the funds from the grant and would expect payment from the Villages at that time.

I'm thinking we could tell the ABF that Connect will not want payment on the remaining 25% from the community. I already mentioned in the documentation that we would be reimbursing the community their deposit.

The government only wants the community to prove they will have the funds available.

They will expect 3 years of financial statements from each community.

I need Alberta Beach to complete section 1.5

Here is an example of what the ABF is looking for.

Slow Internet speeds and intermittent service is a serious issue in our community and threatens our efforts to attract and retain both businesses and residents. The issue has been brought even more to the forefront due to the COVID-19 pandemic and the increased need for doing business virtually. Sedgewick is located only 20 minutes from the Hardisty oil tank farm and as a result is home to a number of multi-million-dollar oil field companies. We also have a doctor's office, dentist's office, veterinarian clinic, natural gas company, 2 hardware stores, insurance companies, bank and other professional services that require appropriate broadband to remain competitive businesses. Covid restrictions including work-from-home orders have been difficult in our community as meeting virtually through platforms such as Zoom or Microsoft Teams has proven to be less than adequate due to dropped calls, the inability to use video, and even disrupted audio.

Our Town is also located within Flagstaff County and along with 8 other urban municipalities, we consider ourselves a region. Due to this, a lot of our services that residents rely on are located in other neighboring municipalities. An example of this is the Flagstaff Family and Community Services organization which the Town of Sedgewick is a partner in funding. This organization acts as a facilitator and coordinator rather than a service provider which means many of the resources that they help deliver are online. Whether it is a

workshop, mental health chat session or virtual presentation, some in our town who require the service are unable to access it properly simply do to not having the mandated 50mbps down and 10mbps up.

Town of Sedgewick Council continues to work hard to attract new businesses to our community but the number one roadblock moving forward is adequate Internet speed to all residents. The issue is important enough to us that we are prepared to take the issue on as a municipality rather than relying on external ISPs by adopting new technology that will make Sedgewick an attractive location to live and base a business.

Regards,

Merle Isaacson
www.connectmobility.ca
Office: 1-587-287-0131
Cell:403-540-0000
Calgary, Alberta

Cambium Hero Award
Standard Alberta Network Build
FortisAlberta - Connect - Cambium Partnership



From: Merle Isaacson <merle.isaacson@connectmobility.ca>
Sent: March 2, 2023 3:01 PM
To: Alberta Beach Village Office <aboffice@albertabeach.com>
Subject: Re: Connect Mobility Inquiry

Hi Kathy,

The document from the ABF was not working properly. I just received this one and it does work when adding information. Can you fill in section one please.

Thanks,

Merle Isaacson
www.connectmobility.ca
Office: 1-587-287-0131
Cell:403-540-0000
Calgary, Alberta

Cambium Hero Award
Standard Alberta Network Build
FortisAlberta - Connect - Cambium Partnership



From: Merle Isaacson <merle.isaacson@connectmobility.ca>
Sent: March 1, 2023 3:39 PM
To: Alberta Beach Village Office <aboffice@albertabeach.com>
Subject: Re: Connect Mobility Inquiry

Hi Kathy,

I'm completing some preliminary design work for Alberta Beach and need a map of the boundaries planned for this application. Are we applying for the bordering villages as well? I will have an application form for you to complete in a few days as well. I will get as much filled out as possible before sending it to you.

Regards,

Merle Isaacson
www.connectmobility.ca
Office: 1-587-287-0131
Cell:403-540-0000
Calgary, Alberta

Cambium Hero Award
Standard Alberta Network Build
FortisAlberta - Connect - Cambium Partnership



From: Alberta Beach Village Office <aboffice@albertabeach.com>
Sent: February 24, 2023 10:28 AM
To: Merle Isaacson <merle.isaacson@connectmobility.ca>
Subject: Re: Connect Mobility Inquiry

Good morning,
Alberta Beach Council received the attached correspondence at their February 21, 2023, Council meeting. Council would like to request a cost estimate, would that be possible? Also, they would like to move forward with the speed test survey.

Thank you,

Kathy Skwarchuk,
CAO

Alberta Beach
Box 278
Alberta Beach, AB

TOE OAO

Phone: 780-924-3181

Fax: 780-924-3313

aboffice@albertabeach.com

This email is intended for the use of the recipient or entity to which it has been addressed. This email may contain information that is privileged confidential, and/or protected by law and is to be held in strict confidence. Please contact us immediately if you are not the intended recipient of this communication, and do not copy, distribute or take action relying on it. Any communication received in error, or subsequent reply should be deleted or destroyed.

Getting Started

- Before submitting your proposal to the Alberta Broadband Fund (ABF), please read the [Alberta Broadband Fund \(ABF\) Application Portal](#) for application criteria. Please follow submission instructions at the bottom of this form.

Filling in your Proposal(s)

- Section 1 provides information about your organization and key contacts.
- Section 2 provides general information about your project.
- Sections 3 to 6 provide specific information about your project which will be used to evaluate the project(s) against the program's assessment criteria.
- Please submit all required supporting documentation online.
- It is recommended that you save a copy of your proposal(s) for your records before submitting.

CONFIDENTIALITY:

- No commercially confidential information which you submit to us will be disclosed without your preauthorization unless;
- it is required to be released by law (including the provincial [Freedom of Information and Privacy Act](#) and federal [Access to Information Act](#)); or
 - Alberta Broadband Fund program can coordinate the funding of broadband projects and share related information with provinces, territories and federal departments or organisations.

Any document or content submitted as part of the ABF application process shall be deemed and remain the property of Government of Alberta. Any information that you wish to be considered as confidential should be annotated accordingly. More information on the confidentiality parameters will be enclosed in the contribution agreement if your project is selected. Questions marked with an asterisk (*) are mandatory.

SECTION 1 - APPLICANT AND CONTACT INFORMATION

***1. Legal Name of Applicant**

If you have only one legal name, please indicate in the appropriate box (English or French).

English Legal Name Alberta Beach	<input checked="" type="radio"/> This is the Primary Legal Name
French Legal Name	<input type="radio"/> This is the Primary Legal Name

*2. Is operating name same as legal name? Yes No

Operating name (if different)

*3. Type of organization

Municipality

Band Number


Other (please specify)

*4. Is this Applicant organization an Indigenous entity? Yes No

* Please provide a short description of the Indigenous entity (maximum 75 characters)

*5. Provide an overview of the organization. Include an overview of its current business model, years in business, experience in operating broadband services, previous federal broadband funding (if applicable), mission/mandate/vision, size of operation (e.g. annual revenue, assets, number of staff), membership (if applicable), current coverage and subscription base (maximum 3,500 characters):

*6. Date of incorporation or registration (YYYY-MM-DD)	*Applicant business number (9-digit business identifier provided by Canada Revenue Agency)										
	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										

*7. Applicant Location (Street, Unit Number, etc.) 4935-50 Avenue			
Country Canada	*City Alberta Beach	*Province/Territory Alberta	*Postal Code T0E0A0
*Telephone Number 780-924-3181		Extension	
Email aboffice@albertabeach.com		Website http://www.albertabeach.com/	
*8. Is the mailing address the same as the Applicant Location? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Mailing Address (Street, Unit Number, etc.) Box 278			
Country Canada	City Alberta Beach	Province/Territory Alberta	Postal Code T0E0A0
*9. Last Name of Person who will be the <i>authorized</i> contact Skwarchuk		*First Name Kathy	
*Title CAO			
*Telephone Number 780-924-3181		Extension	
*Email aboffice@albertabeach.com		*Is this person an authorized signing officer of the applicant? <input checked="" type="radio"/> Yes <input type="radio"/> No	
10. Last Name of Person who will be the <i>alternate</i> contact		First Name	
Title			
Telephone Number		Extension	
Email		Is this person an authorized signing officer of the applicant? <input checked="" type="radio"/> Yes <input type="radio"/> No	
*11. Official language preferred for correspondence: <input checked="" type="radio"/> English <input type="radio"/> French			
*12. Official language of the applicant: <input checked="" type="radio"/> English <input type="radio"/> French			
SECTION 2 - PROJECT INFORMATION			
PLEASE NOTE: If the project is approved, the information provided in parts 1 to 4 herein may be used, in whole or in part, in publicly accessible websites, media releases, or other similar material.			
*1. Does your project span multiple provinces/territories? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Project Province or Territory Location (<i>check all that apply</i>)*			
<input checked="" type="checkbox"/> Alberta <input type="checkbox"/> British Columbia <input type="checkbox"/> Saskatchewan <input type="checkbox"/> Northwest Territories			
*2. Project Title (<i>maximum 200 characters</i>): Alberta Beach Broadband network			
*3. Geographic Project Area Description (<i>maximum 150 characters</i>): Alberta Beach community			
*4. Using non-technical language, provide a description of the project, its key elements, objectives, and benefits (<i>maximum 3,500 characters</i>): This Project will establish a last-mile network to improve broadband capacity to 743 under served households, none of which are Indigenous, in the region of Alberta Beach, in the province of Alberta. The last-mile network will utilize fixed wireless technology. The wireless access points will use radios that operate on 60 GHz license exempt bands. To implement the fixed-wireless last-mile network, the Project will include [120] transmission 			
Geographic Coverage Mapping Information: Use the ABF Eligibility Map to select the hex areas and enter the identifier numbers in the Geographic Project Area Description above. Select a central hex of the project area and use print to PDF to generate the project coverage map to be included in your application.			

***5. Existing Network and Coverage Information**

Please indicate if you have already provided your existing network and/or coverage information to ISED or the Canadian Radio-television and Telecommunications Commission (CRTC) in the past 12 months, or if you will submit such information to ISED before the close of applications. For more information on how to submit existing network and coverage information, refer to the [Universal Broadband Fund \(UBF\) website](#).

- I have provided existing network information and/or coverage to ISED or the CRTC in the past 12 months
- I will provide existing network information and/or coverage to ISED by the application deadline
- I do not currently have existing coverage

***6. Passive Infrastructure:**

- * a) Does the applicant own passive infrastructure (including, for example, towers, poles, rights of way or other similar assets and infrastructure)?
 - Yes
 - No
- * b) Does the applicant's project require access to third party passive infrastructure (including for example, towers, poles, rights of way or other similar assets and infrastructure)?
 - Yes
 - No

Budget Details:

The applicant must demonstrate that a funding plan is in place to implement the eligible project.

The applicant must complete and upload the appropriate templates related to the project budget details in Step 2 Templates in the applicant submission. Template 1 Eligibility and Impacts Calculator in order to identify the targeted eligible areas proposed by the project.

Once Template 1 is completed, the applicant must complete and upload Template 2 Detailed Budget, which identifies all of the project components and their total estimated costs.

Applicants must attach Template 3 Financial Forecast which will be used to assess the financial viability of the project.

Refer to the guide for more information and see the specific templates for further instructions.

The applicant must also upload in Step 4 Supporting Documents, independently prepared financial statements for the last three (3) years.

***7. Project Costing**

*Total Eligible Costs	\$ 2,804,048.00
*Total Project Cost	\$ 2,806,548.00

***8. Project Funding**

*Amount requested under Alberta Broadband Fund	\$ 2,103,036.00
*Amount Applicant will contribute	\$ 0.00
*Amount from Other Funding Sources	\$ 701,012.00
Total Funding	\$ 2,804,048.00

9. Amount for Other Funding Sources

Funding Partners Name <i>(maximum 150 characters)</i>	Contact Information (Name, Telephone, Email, Address) <i>(maximum 250 characters)</i>	Status (submitted, received confirmation of eligibility, pending, approved)	Funder Type (federal, provincial/territorial, municipal, private)	Name of Program (if applicable) <i>(maximum 150 characters)</i>	Amount
		Submitted	Federal		\$ 0.00
TOTAL OTHER FUNDING SOURCES					

Project schedule: The applicant must upload the Project Schedule (Gantt Chart).

*10. Project Start Date (YYYY-MM-DD): 2023-08-15 *11. Completion Date (YYYY-MM-DD): 2023-10-07

SECTION 3 - TECHNOLOGICAL SOLUTION

- *1. **System design:** Provide a description of the system design which covers all key network components that will enable the improved connectivity indicated in Section 2, Item 6. This description should provide sufficient detail, from the start to the end points (3,500 characters maximum).
The project in Alberta Beach will deploy Cambium cnWave 60 GHz technology. New construction will consist of Cambium V5000 antenna and V3000 microwave equipment with AC/DC power supplies connected to an electrical junction box with a 15-amp breaker mounted on the poles. Power is supplied from the top of the pole connected to secondary wires. Fortis installs the junction box and connects power to the top of the poles. Every pole will require approximately 15 to 25 feet of 14/2 Teck cable, junction box connector, pole clamps and heat shrink to wrap the wiring at the top of the pole.
- *2. **Logical network diagram:** Please provide as a separate document to your application a network diagram for the project. The diagram must include all of the key network elements (showing the new and/or upgrade portions of the network, as well as existing portions of the network).

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*3. **Last Mile Internet Service Offerings:** Using Template 4: Last-mile Internet Service Offerings, provide a list of service plans which will be offered to residential clients at Step 2. If the project includes mobile wireless (excluding residential service offerings), please indicate this in Template 4.

*4. **Scalability:** Describe the ability of the network to adapt to the forecasted increased network capacity and demand for the 5 year period following project completion, accommodating additional subscribers and usage traffic, enhanced services and the network's ability to support speeds identified in the application guide (*maximum 3,500 characters*).

The Cambium cnWave 60 GHz technology is designed to add additional sites at any time and in any direction. If a new subdivision is built, a request would go into the power utility provider, a design completed to use their pole(s), and equipment is added. The site is turned up and added to the network. Every V5000 has 30 paths within the radio. 13 homes can receive service on each side with a total of 26 homes per V5000. The other 4 paths send traffic throughout the network from the fiber source. Every V5000 can deliver 7.2 Gbps and every home can receive up to 1,000 Mbps. The mean

*5. Please specify the backbone technology type (*check all boxes that apply*):

Fibre Microwave Satellite

*6. Please specify the last mile technology type. If you select mobile wireless or fixed wireless, upload Template 7 at Step 2. (*check all boxes that apply*):

Fibre Cable DSL Mobile Wireless (i.e. mobile handheld devices) Fixed Wireless Satellite

SECTION 4 - BENEFITS

Projects will be assessed based on their household connectivity impacts and on their social and economic benefits.

The effects of the project on program's primary objectives will be derived from Template 1: Eligibility and Impacts Calculator. In addition, if the project includes such infrastructure, the Template 5: List of Points of Presences must also be filled out.

Please complete the open text box below to summarize the benefits that the project will bring to the targeted areas. To support their claims of social and economic benefits, applicants should provide letters of support (at Step 4) and upload Template 6: Community and Rural Development Benefits (at Step 2). This template should include a listing for the letters of support and their associated benefits. Please see the guide for more information.

1. Description of the social and economic benefits as a result of the proposed project, such as improvements to community connectivity, facilitation of commercial or industrial development, improvement of public services or social programs delivery, improvement of small businesses, enhancement of entrepreneurship capacity, applicant's corporate social responsibility policy and its philanthropic practices, etc. (*maximum 3,500 characters*).

High-speed Internet many economic benefits in Alberta Beach. Firstly, it can help bridge the digital divide and provide access to information, education, and job opportunities to individuals who may have otherwise been left behind. This can lead to increased economic mobility and reduced poverty. Secondly, it helps to attract businesses and entrepreneurs to these areas, leading to job creation and economic growth. Additionally, high-speed Internet can also help to improve access to health care services and other essential services, which can further contribute to overall economic well-being.

High-speed internet in rural communities can provide a number of public benefits, including:

SECTION 5 - PROJECT PLANNING AND MANAGEMENT

1. Project Management

Please describe the relationship between the project manager and the Applicant (*maximum 2,500 characters*).

Connect will build and design the network with assistance from FortisAlberta and Bell Axia. Connect has worked with FortisAlberta and Bell Axia to build networks in Standard and Sedgewick, Alberta. Connect is currently building a 100-site UBF project in Rainbow Lake on Atco power poles and Bell Axia. In Alberta Beach, Sunset Beach and Val Quentinn, Connect Mobility will own and operate the network after its completion and share revenues with the community. Connect will reimburse the Villages 25% contribution after construction is complete and payment is received from the ABF. To ensure all customers receive the data purchased, Connect delivers and additional 10/10 additional data over the plan purchased. Example: When a customer orders a 50 down and 30 up plan, they are delivered 60 down and 40 up. This allows for Wi-Fi readings internally to still deliver the

Overview of project management team – Please identify the Applicant's project lead and team members including name, title, roles and responsibilities and relevant experience (*maximum 3,500 characters*).

Merle Isaacson - owner of Connect - Project lead - 30 years experience with telecom
Brent Grisdale - owner of Connect - project support- 30 years experience with telecom
Jihad Jaafar - network engineer - electrical engineering degree from England
Ray McCauley - Network Installation lead - 30 years experience with telecom
Karen Isaacson - Controller - Billing and scheduling - over 30 years accounting experience
Jason Bennett 30 years and Jerry Delfin 18 years - technicians

Overview of project participants – Please identify the Applicant's project participants including builder(s), owner(s), and operator(s) if different. Please indicate the names, titles, operating name (if applicable), legal type, contact information, and relevant portion of the network (*maximum 3,500 characters*).

Operating name: Connect mobility Inc

Merle Isaacson - owner of Connect - 403-540-0000
Karen Isaacson - Controller 403-703-6300
Brent Grisdale - owner of Connect - 403-968-2600
Jihad Jaafar - Network engineer - 4030 540-0000

2. Sustainability

*Operational Plan – Describe key factors to indicate how the applicant will be prepared to operate, manage and maintain the proposed broadband network including any external managed services which will support network management or operations functions. Address how the applicant will ensure that the necessary sales, operational, technical and billing support systems are or will be in place to supply the proposed services (*maximum 3,500 characters*).

Operational Plan – Describe key factors to indicate how the applicant will be prepared to operate, manage and maintain the proposed broadband network including any external managed services which will support network management or operations functions. Address how the applicant will ensure that the necessary sales, operational, technical and billing support systems are or will be in place to supply the proposed services.

SECTION 6 - DECLARATIONS

A declaration that is preceded by an asterisk (*) is mandatory and an Applicant is required to check the appropriate box before submitting the Application Form. By checking the boxes below the Applicant certifies and acknowledges, that:

- *The Applicant confirms that it is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect its ability to implement this proposed project.
- *The Applicant confirms that it authorizes the Program to make enquiries of such persons, firms, corporations, federal and provincial government agencies/departments and non-profit organizations, to collect and share with them, as the Program deems necessary in order to reach a decision on this proposed project
- *The Applicant confirms that any person, who is required to be registered pursuant to the Lobbying Act including consultant and in-house lobbyists, is registered pursuant to that Act, and is in compliance with the provisions of the Act.
- *The Applicant recognizes that the project may require an impact assessment under the Impact Assessment Act 2019.
- *The Applicant recognizes that there is a duty to consult Indigenous groups if a federally funded project will undertake infrastructure in, or affecting, an Indigenous community.
- *The Applicant confirms that any former public officer holder or public servant employed by the Applicant is in compliance with the provisions of the Values and Ethics Code for the Public Service, the Policy on Conflict of Interest and Post-Employment and the Conflict of Interest Act.
- *The Applicant understands that all costs incurred in the preparation and submission of the proposal shall be wholly absorbed by the Applicant.
- *The Applicant understands that the Program reserves the right to make partial awards and to negotiate project scope changes with applicants.
- *The Applicant understands that the Program is a discretionary program subject to available funding, and that submission of a complete application, meeting any or all of the assessment criteria, does not mean that funding will be granted. All applicants whose projects are approved for funding will be notified in writing.
- *The Applicant confirms that it is and will remain in compliance with any applicable Canadian national security requirements as defined and/or administered by the Canadian security authorities.
- *The Applicant confirms that it has the managing capability to deliver the project on time and on budget.
- *The Applicant confirms that it is requesting the lowest possible contribution amount required to make this project financially viable.
- *The Applicant acknowledges that knowingly making any false statements or misrepresentations, including by omission, in an application may affect its eligibility and funding approval may be revoked.
- *The Applicant confirms that, to the best of its knowledge, the information submitted in this application is true and correct.

SUBMITTING YOUR APPLICATION

You certify that you have the authority to submit this information on behalf of the Applicant. Once your application has been received by the ABF through the ABF Site Application Submission, the Applicant will receive a confirmation message and a file number for further reference. Please ensure that the contact information has been correctly included on this application.

*Completed for (Applicant Name): _____ *On this date (YYYY-MM-DD): _____

*Completed by: _____

*Title: _____

To submit a proposal:



SAVE

Save your application for your records.

- **Important:** Please be advised that an active Internet connection is required to submit your proposal(s). For instructions on submitting your Application, please refer to the [Alberta Broadband Fund](#) and application guide.
- Once the application has been submitted, it is presumed that the application is final, and the Applicant will no longer be able to make changes to the application. Applicants can upload an updated application if significant changes are required.
- All applications will be screened initially for completeness. **Late** or **incomplete** application(s) may not be assessed.

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Step 6. Project Dependencies

Complete the below tables to provide information on the dependencies that the project has on third party internet gateway, transport capacity and spectrum licenses.

Part 1: Internet Gateway Capacity

Complete this table to describe any dependencies on internet gateway capacity that applies to the improved Broadband Service that will result from the Project. If the project has no dependency on third party internet gateway capacity, the table can be left blank.

Gateway Name: Provide a name or identifier for the Internet Gateway site.

Supplier: Enter the name of the company or organization providing the Internet Gateway Capacity.

Project Site Identifier: Provide the Site ID of the Gateway site used in the Table of Project Sites.

Existing Capacity: Enter the existing capacity available to the Recipient at the Internet Gateway site prior to starting the Project.

New Total Capacity: Enter the total capacity that will be available to the Recipient at the Internet Gateway site when the Project is complete.

Part 2: Transport Capacity

Complete this table to describe any dependencies on third party transport capacity that applies to the improved Broadband Service that will result from the Project. If the project has no dependency on third party transport capacity, the table can be left blank.

Name: Provide a name or identifier for the transport route.

Owner: Enter the name of the company or organization that owns the transport route.

Endpoint 1 Location: Provide the Site ID of the Transport Endpoint site used in the Table of Project Sites.

Endpoint 2 Location: Provide the Site ID of the Transport Endpoint site used in the Table of Project Sites.

Existing Capacity: Enter the existing transport capacity available to the Recipient on the transport route prior to starting the Project.

New Total Capacity: Enter the total transport capacity that will be available to the Recipient on the transport route when the Project is complete.

This section is complete.

Part 1: Internet Gateway Capacity

Entry Number	Gateway Name	Gateway Capacity Supplier	Project Site Identifier	Existing Capacity (Gbps)	New Total Capacity (Gbps)	Information Complete
1	Connect Mobility	10TB	Alberta Beach	1	10	Complete
2						
3						
4						
5						
6						
7						

Step 7. Detailed Budget

Complete the below tables to provide detailed budget information required for the Universal Broadband Fund Contribution Agreement.

IMPORTANT: Do not copy or paste values into this template, it includes formulas designed to calculate totals.

Summary Table

The Project Components section indicates if the project will be targeting a remote community, an Indigenous community or a satellite dependent community, or if the project consists of a Mobile Wireless component, as specified in the Application. The Budget Summary tables are auto-populated and summarize the total project costs entered in Parts 1, 2 and 3.

Part 1. Detailed Budget

The costs from your Application Budget have been copied into this sheet. Where necessary, your Program Officer have identified budget items requiring additional detail or explanation. Please provide the additional details, review all the information contained within and return it to your Program Officer.

Notes:

- a) Complete the eligible and ineligible cost categories ensuring that you are placing the items in the appropriate cost category. Costs must be rounded to the nearest whole dollar. Attempting to include decimal values will trigger an error message.
- b) The following rows are automatically calculated based upon the allocations provided: Total Eligible, Total Ineligible and Total Project Costs.
- c) Please confirm the funding ratio(s) requested from the program.

Part 2. Summary Project Budget

This table provides a summary of the total eligible and ineligible project costs as provided in Part 1.

Part 3. Summary of Estimate Project Financing

In this table, identify the project funding sources and enter the amount of funding from each source.

Verify that all budget line items correlate between Parts 1, 2, 3 and 4 on the Detailed Budget Template. Error messages will be triggered if any of the information does not match.

Please Complete this Section.

Summary Table

Please fill out this section

Do Not Fill-This section is auto-populated

Indicate below whether the project contains the following components.

Are you targeting a very remote community or an Indigenous community or a satellite dependent community?	No
--	----

Project Costing

*Total Eligible Costs	\$2,804,048
*Total Ineligible Costs	\$2,500
*Total Project Cost	\$2,806,548

Project Funding

*Amount requested under the Universal Broadband Fund	\$2,103,036
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AC/DC power supply	Item	HLG60H-54	430	\$125.00	\$53,750	\$0	\$53,750
Cable Joiner	Cambium	N0000001180A	430	\$125.00	\$53,750	\$0	\$53,750
DC to 0-45 Cable adaptor	Cambium	C0000001184A	430	\$20.00	\$8,600	\$0	\$8,600
Cable Gloms (box of 5)	Cambium	N0000001124A	5	\$32,250	\$161,250	\$0	\$161,250
POE injector and line card	Cambium	N0000001142	3	\$425	\$1,275	\$0	\$1,275
24 inch standoffs	Talley	MITSUM-100	40	\$68.00	\$2,720	\$0	\$2,720
Standoff bolts and washers	gregg distributors	5715 by 3 inch	160	\$525.00	\$84,000	\$0	\$84,000
18/3 electrical cable	ECS Electrical supply	18-3C S100W	800 meters	\$2.00	\$1,600	\$0	\$1,600
Green ground cable	Graybar	1015/14T41-24S	900 meters	\$2.00	\$1,800	\$0	\$1,800
3/6 inch hose clamp gear ring	B&E Electronics	rubber clamps	1600	\$25.380	\$40,608	\$0	\$40,608
Rubber/steel cable clamps	B&E Electronics	rubber clamps	1600	\$800	\$1,280,000	\$0	\$1,280,000
4" Twisted Black Cable Ties	B&E Electronics	4" Cable Ties	4	\$0	\$0	\$0	\$0
Reusers, racks, fiber patch panel	Mikrotik	CCR2116-12z-4s+	2	\$40.00	\$80	\$0	\$80
10 G fiber modules	Cambium	10G SFP+ SMF LR TRANSCEIVER	2	\$5,000.00	\$10,000	\$0	\$10,000
Fiber smart switch	Mikrotik	CRS328-4C-20S-4S+RM	4	\$105.00	\$420	\$0	\$420
Network Equipment Rack	Startech	15U rack with power bar and trays and cords	1	\$975.00	\$975	\$0	\$975
UV Rated cable ties	Graybar	11.5" PANPLT3SMO	2	\$675.00	\$1,350	\$0	\$1,350
Alberia Breaker Supply	Victron Energy	SCDQ00215	2	\$400.00	\$800	\$0	\$800
*Battery back up equipment central office	Victron Energy	Multi plus Compact 12/2000/8D	2	\$170.00	\$340	\$0	\$340
Smart battery monitor	Victron Energy	BMV-712	1	\$3,640.00	\$3,640	\$0	\$3,640
Smart solar MPPT	Victron Energy	150-60 solar charge controller	1	\$519.00	\$519	\$0	\$519
Color central GX	Victron Energy	controller/monitor remote	1	\$975.00	\$975	\$0	\$975
Batteries	Victron Energy	SW66-260 lead acid carbon battery	1	\$1,105.00	\$1,105	\$0	\$1,105
assembly and cabling	Victron Energy	assembly	4	\$1,170.00	\$4,680	\$0	\$4,680
two way radios	Nextcom	communication equipment	30	\$3,250.00	\$97,500	\$0	\$97,500
10G fiber switch Switch	5200368-#	CR312-4C-48G-RM	2	\$90.00	\$180	\$0	\$180
Stand off mounting bolts with washers	gregg distib	#10/3inch MAXS62714	1000	\$0.50	\$500	\$0	\$500
Bell Axia expansion to allow for 10G of fiber	Bell Axia DWDM	Expand Bell Axia to deliver 10G monitoring	1	\$50,000.00	\$50,000	\$0	\$50,000
PHYG Monitoring System	Fluke	24 hours monitoring 5 years .	1	\$24,000.00	\$24,000	\$0	\$24,000
Lift rentals	Fluke	3-45 / 1-60 foot lift units	4	\$10,000.00	\$40,000	\$0	\$40,000
FLUKE	Fluke	Fluke POE meter	1	\$1,650.00	\$1,650	\$0	\$1,650
25x20A0001	Mikrotik	network fiber cables	4	\$65.00	\$260	\$0	\$260
enwave V3000	Cambium	C600500C024A	40	\$1,800.00	\$72,000	\$0	\$72,000
Cable glands	Cambium	C0000001176A	4	\$50.00	\$200	\$0	\$200
10 G armoured fiber cable between V3000 to V5000	FS	LC UPC to LC UPC Duplex SMF	40	\$68.00	\$2,720	\$0	\$2,720
Shipping surcharge	Cambium	C600500C024A	40	\$45.00	\$1,800	\$0	\$1,800
Extended warranty to 5 years	Cambium	EW-E2CNWV2000-WW	40	\$85.00	\$3,400	\$0	\$3,400
44.5 dBi antenna	Cambium	C600500D001A	40	\$125.00	\$5,000	\$0	\$5,000
Donut cover for V3000	Cambium	C600500D004A	40	\$5.160	\$2,064	\$0	\$2,064
V3000 mounting bracket	Cambium	C0000001125A	40	\$68.00	\$2,720	\$0	\$2,720
Fiber modules	FS	SFP-10GLR-31-1	80	\$175.00	\$14,000	\$0	\$14,000
Installation parts	MRO	PG11 strain relief	480	\$65.00	\$31,200	\$0	\$31,200
Spiral strain relief for 18/3 wire	MRO	PG 7 cable gland	430	\$8.00	\$3,440	\$0	\$3,440
PG 9 cable gland for ground wire	MRO	PG 9 cable gland	10	\$6.00	\$60	\$0	\$60
PG 9 cable gland	Graybar	The wraps 4.5 inch	2	\$7.00	\$14	\$0	\$14
The wraps	B & E Electronics	#8 spade	5	\$40.00	\$200	\$0	\$200
16-1400 #8 spade	B & E Electronics	1/2 inch retaining clip	5	\$25.00	\$125	\$0	\$125
Plastic clamps for power cables on poles	B & E Electronics	3 inch	3	\$25.00	\$75	\$0	\$75
Stainless steel screws	Navaris	IP88 3 way junction box	40	\$140.00	\$5,600	\$0	\$5,600
3way junction box	Cambium	N0000821140A	1	\$22.00	\$22	\$0	\$22
Fiber cable	Cambium		1	\$450.00	\$450	\$0	\$450

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Step 1. Community Impacts

Review and complete the below table to provide information about the communities impacted by your project. This table will be prepopulated with a list of communities that will be impacted by your project based on the information provided in the application. Please review the list of communities and add or remove entries as appropriate.

Community ID:
- ISED Community ID

Community Name:
- Name of the Community impacted by the project.

Province:
- The province in which the community is located.

Latitude:
- Provide the latitude of the community in decimal degrees, accurate to 5 decimal places. The value must be within the limits of Canada, i.e., between 41.681389 and 83.111389.

Longitude:
- Provide the longitude of the community in decimal degrees, accurate to 5 decimal places. The value must be within the limits of Canada, i.e., between -52.619444 and -141.001944.

Indigenous Households Impacted:
- For each community, enter the total number of indigenous households in the community that will receive the improved broadband service as a result of the project.

Total Households Impacted:
- For each community, enter the total number of households in the community that will receive the improved broadband service as a result of the project.

Identify the type of last mile 50/10 Mbps Residential Broadband Service that the community will receive.
- For each community, answer Yes/No under the Wired, Fixed Wireless, or Direct to Home Satellite column as appropriate for the community.

Indigenous Mobile Wireless Service: Is this a community impacted by the new Mobile Wireless Service:
- For each community, select Yes if the project will build a new mobile wireless service that will impact the community.

This section is complete.

Indigenous Households Impacted:	0
Total Number of Households Impacted:	995
Total Number of Communities Impacted:	3

Step 2. Project Sites

- Project Site Name**
- The Project Sites that must be included in this table are active sites that are implicated in the project build (which include, but are not limited to: existing sites, gateways, central offices (CO), Points of Presence, repeater sites, regeneration sites, amplification sites, tower locations and connected anchor nodes).
 - Include passive sites (such as splicers or fibre splicing enclosures) do not need to be included in the Table of Project Sites.
 - Include a name for the Project Site. The name should be descriptive such as the name of the nearest community, landmark, or public site (e.g. "Community Centre Network Room" or "Rankin Inlet Tower").

- Project Site Identifier** (must be unique throughout the project documentation)
- This identifier or label should also be used for each Project Site on the Logical Network diagram.
 - The site identifiers must correspond throughout the Project documentation.

- Project Site Type**
- Provide the physical type of site from the drop-down list. This includes the following options: tower, cabinet on pole, cabinet on slab, building, shelter, mast on roof, sfo, water tower, manhole, pole, attached by messenger wire and other.
 - (If you choose other, then enter the type in the description field (column 1))

- Project Site Location**
- Indicate the latitude and longitude of the Project Site in decimal degrees, accurate to 5 decimal places. Please ensure that the latitude and longitude provided in this table corresponds to the location on your geographical maps.
 - Latitude must be in decimal degree format. Must also be within the limits of Canada (between 40.13221 and 85.01294).
 - Longitude must be in decimal degree format. Must also be within the limits of Canada (between -145.01234 and -50.01234).

- New or Existing Site**
- Please indicate whether the site is a new site that is being funded by the program, or an existing site that is not being funded by the program.
 - Choose from the drop-down list (New/Existing).

- Is it a POP?**
- Please indicate if the site is a POP. A POP is defined in Schedule A. Please see the definition. If this site is a POP, it will be added to the POP site worksheet for more details.
 - Choose from the drop-down list (Yes/No).

- Is the site an Internet Gateway external to the new network?**
- Indicate if this project site is an Internet Gateway located outside of the new network.
 - For example, there are cases where such external sites must be added to the list because software or equipment is installed, or work is performed at a location that is not in the scope of the project.

- Land Access Type**
- Select the appropriate land access type from the drop-down list: leased, owned, in-kind, right-of-way, permit, band council resolution, municipal resolution, co-location agreement, and unknown.

- Short Description and Comments (this field cannot be left blank)**
- Provide a short description of the Project Site, its role in the network and any other relevant comments for this site such as access limitations (e.g., summer only, no road access, sfo of Dairy Farm, cabinet by the fire station, cabinet on pole at the corner of street A and B, etc.).

- Milestone Deliverable Completion Dates (see Annex A.3 of the SOW)**
- Choose from the drop-down list the date on which Milestone Deliverables 1, 2 and 3 will be delivered to ISED. Please note that they may be delivered on or before this date.
 - The dates provided here are the dates at which Milestone Deliverables 1, 2 or 3 are delivered to ISED - and not necessarily the date at which the corresponding activities are completed.

- Information Complete (Auto-populated)**
- This is auto-populated depending upon the correct entry of data.

- Message Center (Auto-populated)**
- This field will provide feedback on correct data entry. If the field is blank, no issues.

This section is complete.

Project Site Name	Project Site Identifier	Project Site Type	Project Site Location		New or Existing Site	Is the Site a POP?	Is the Site an Internet Gateway External to the New Network?	Land Access Type	Short Description and Comments	Milestone Deliverable Completion Dates			Information Complete
			Latitude	Longitude						Milestone 1	Milestone 2	Milestone 3	
POC - Rankin Inlet	POC site	Municipal building	53.67248	-114.35269	Existing	Yes	Yes	Co-location agreement	Fortis power pole Site kmz	2023-06-30	2023-06-30	2024-06-30	MBE1
POC - Alberta Beach	Pole 2	Pole	-114.35221	Existing	Existing	No	No	Co-location agreement	Fortis power pole Site kmz	2023-06-30	2023-06-30	2024-06-30	MBE1
POC - Alberta Beach	Pole 3	Pole	53.67232	-114.35255	Existing	No	No	Co-location agreement	Fortis power pole Site kmz	2023-06-30	2023-06-30	2024-06-30	MBE1
POC - Alberta Beach	Pole 4	Pole	53.67236	-114.35253	Existing	No	No	Co-location agreement	Fortis power pole Site kmz	2023-06-30	2023-06-30	2024-06-30	MBE1

Description:

Date and Time: 7/4/2018 12:24:05 PM

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Step 3. POP Sites

- Project Site Name (Auto-populated)**
- Auto-populated from the Project Site List (for all POP sites).
- New or Existing Site (Auto-populated)**
- Auto-populated from the Project Site List (for all POP sites).
- Place ID of the POP Community (Auto-populated)**
- The Place ID of the community that the POP is located in will be auto-populated once the Community Name has been selected in Column G.
- Province**
- The province in which the community is located.
- Name of the POP Community**
- Identify the name of the community where the POP is located.

- POP Existing Capacity**
- Indicate the existing capacity of the POP in Gbps, before the Project.
- POP Capacity after the Project**
- Indicate the POP capacity in Gbps, after the project implementation.

- Wholesale Pricing for Dedicated Broadband Service Offerings (\$/month)**
- Indicate the wholesale pricing the Recipient will charge for Dedicated Broadband Service.
 - The pricing must be equal or lower than what was proposed in the application.
 - At least one of the Dedicated Broadband Service pricing columns must be populated.
 - Leave blank the columns that are not applicable, but this may be done only if they were blank in the application Template 5.
 - Dedicated Broadband Service Capacity means that the listed dedicated capacity is available in each direction (i.e. symmetrical).
 - For example, for a 1.0 Gbps package, it is 1.0 Gbps dedicated in download and 1.0 Gbps dedicated in upload.

- Identify the POP Backbone Technology**
- Select the type of Backbone technology (fibre, microwave, LEO Satellite or Satellite) supplying the POP.
- Information Complete (Auto-populated)**
- This is auto-populated depending upon the correct entry of data.
- Message Center (Auto-populated)**
- This field will provide feedback on correct data entry. If the field is blank, no issues.

This section is incomplete.

Document Number	Version	Project Name (Auto-populated)	New or Existing Site (Auto-populated)	Place ID of the POP Community (Auto-populated)	Province	Name of the POP Community	POP Existing Capacity (Gbps)	POP Capacity after the Project (Gbps)	Wholesale Pricing for Dedicated Broadband Service (\$/month)		
									0.1 Gbps	1 Gbps	10 Gbps
1		Allerta Beach	Existing	7480 AB	Alberta Beach		1.00	10.00	\$ 2,400.00	\$ 4,200.00	\$ 8,500.00
3				7590 ab	Sunset Beach						
				7479 ab	Val Quentin						

Date and Time 7/4/2018 12:24:14 PM

Step 4. Network and Radio Equipment

Provide details on the primary network and radio equipment that will be installed as part of the new network. This table should include all network equipment that is significant to the operation of the network including: routers, switches, radios, gateways, optical line terminals, optical splitters, DWDM, servers, DSLAM, Cable Headends, etc.

This table must include any equipment that will be installed as part of the new network as well as equipment from existing portions of the network to which the new network will be connected.
 Note: This table should not include equipment such as mechanical structures or shelters, consumable materials, power equipment, antennas, cable, fibre or wiring.

Equipment Functional Description

- Select the functional description of the equipment from the drop-down menu.

New or Existing Equipment

- Indicate whether the equipment is new equipment that will be installed as part of the new network or existing equipment to which the new network will connect.
- Choose from the drop-down list (New/Existing).

Additional Details

- Provided additional details describing the purpose or function of the equipment in the new network.

Manufacturer

- Provide the manufacturer of the equipment.

Model / Product Family

- Provide the model of product family name of the equipment.

Information Complete (Auto-populated)

- This is auto-populated depending upon the correct entry of data.

This section is complete.

Entry Number	Equipment Functional Description (select from drop-down box)	New or Existing	Additional Details	Manufacturer	Model	Information Complete
1	Point-to-Multipoint Radio	New	60 GHz mesh radio	Cambium	V5000	Complete
2	Point-to-Point Radio	New	60 GHz PTP radio	Cambium	V3000	Complete
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

Step 5. Last Mile Internet Service Offerings

This table will be used to compile a list of service plans and pricing to be offered over the network to subscribers.

Specify if your project only offers mobile wireless (excluding residential internet service offerings), if yes, then the template is complete, otherwise continue to the next instruction.

- 1: Advertiser name of each service plan that will be offered through the proposed project.
- 2: Select from the drop-down menu the type of subscriber: residential or business. At least one must be residential.
- 3: Advertiser Download speed in Mbps.
- 4: Advertiser Upload speed in Mbps.
- 5: Select from the the dropdown the access technology of the package.
- 6: Indicate the standalone monthly price of service, which does not include the customer premise equipment (CPE) lease price.
- 7: One-time installation and activation fees including any equipment charges for first-time customers subscribing to the service plan.
- 8: Monthly CPE lease price. If not applicable, indicate a zero value.
- 9: One-time CPE purchase price. If not applicable, indicate a zero value.
- 10: Indicate if there is an unlimited or limited monthly usage cap by using the drop down menu.
- 11: Indicate the additional overage charges for exceeding the usage cap for the download if Column 10 was specified as "Unlimited".
- 12: Minimum contract length in years, if applicable, if there is no minimum contract, indicate a zero value.
- 13: Once completed the template, verify that all the information is "Complete" and resolve any "Incomplete" information by reviewing Column 14.

This section is complete.

Is your project only offering mobile wireless (excluding residential internet service offerings):

Entry Number	1 Name of Service Plan (include name of last-mile provider if appropriate)	2 Type of Subscriber	3 Advertiser Download Speed (Mbps)	4 Advertiser Upload Speed (Mbps)	5 Type of Access Technology	6 Standalone Monthly Price of Service (Not including CPE lease price) (\$)	7 One Time Installation / Activation Fees (\$)	8 Monthly CPE Lease Price (\$)	9 One-time CPE Purchase Price (\$)	10 Monthly Usage Cap (Unlimited/Limited)	11 Monthly Usage Cap (if applicable) (GB)	12 Additional Overage Charges for Exceeding Usage Cap for Download (\$/GB)	13 Minimum Contract Length (Years)	14 Information Complete
1	250 / 230	Residential	250.00 Mbps	230.00 Mbps	Fixed Wireless	\$199.00	\$0.00	\$0.00	\$0.00	Unlimited				Complete
2	50 / 30	Residential	50.00 Mbps	30.00 Mbps	Fixed Wireless	\$89.00	\$0.00	\$0.00	\$0.00	Unlimited				Complete
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aboffice@albertabeach.com

From: Debbie Durocher <debbiedurocher@albertabeach.com>
Sent: February 17, 2023 6:47 PM
To: aboffice@albertabeach.com
Subject: Fwd: Please look over the lease

Sent from my iPhone

Begin forwarded message:

From: Richard Curtis
Date: February 17, 2023 at 5:59:55 PM MST
To: Debbie Durocher <debbiedurocher@albertabeach.com>
Subject: Re: Please look over the lease

Thanks Debbie,
We just want to make sure it's signed on the first of June and into gaming on time.
Connie

Get [Outlook for Android](#)

From: Debbie Durocher <debbiedurocher@albertabeach.com>
Sent: Friday, February 17, 2023 5:38:04 PM
To: Richard Curtis
Subject: Re: Please look over the lease

All done, but we have time because the current lease is good until June.

Sent from my iPhone

On Feb 17, 2023, at 1:07 PM, Richard Curtis

Hi Debbie

Jocelyne noticed one other revision on the lease in clause 11. "forwith" should read "forthwith". Did you want to take this to council, or should I forward it to the Village Office?
Connie

Get [Outlook for Android](#)

From: Richard Curtis
Sent: Thursday, February 16, 2023, 9:13 PM
To: Debbie Durocher <debbiedurocher@albertabeach.com>; Linda Sydor

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; Joy Lacombe

; Jocelyne April

<donmitch@

Subject: Fw: Please look over the lease

Good evening everyone,

First of all, thank you Debbie, for getting the lease back for us to look over. I'm pleased to acknowledge the vote of confidence in the Society and the Museum that the Council has shown in providing a 25 year lease. We will do our best to uphold our part in maintaining the wonderful gift that our predecessors so painstakingly built for the community to enjoy and learn from.

I have read it over and would encourage each of you to do the same. I do have a few revisions and a couple of questions regarding it:

- ✓ • On the first page could we please make the day it starts to be the 1st day of June, 2022. Is it dated back to last year to make it continuous and eliminate the extension we asked for, or was this an error?
- ✓ • In item #5, we believe that the word "building" should be changed to "buildings" and the word after "preventing the Lessee" should read from and not form.
- ✓ • Item # 9 regarding the liability insurance mentions a minimum of Two Hundred Thousand (\$200,000.00) Dollars coverage for property damage and personal injuries. The actual insurance policy covers much more. Do we need to change that on the lease, or what is shown sufficient?
 - Can we pay the \$1.00/year for 25 years all together in a cheque for \$25.00?
- ✓ • I will be one of the signators for the Museum as president. Should the second signator be anyone with signing authority or would you prefer a particular position.

Once you've read it, please let me know if you think there are any other revisions or questions to be asked.

Thanks for your time and input.

Connie

From: Debbie Durocher <justdeb9@me.com>

Sent: February 16, 2023 5:57 PM

To: Richard Curtis

Subject: Please look over the lease

Sent from my iPhone

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THIS LEASE AGREEMENT made effective the 1st day of June, 2022.

BETWEEN:

ALBERTA BEACH

a Municipal Corporation in the Province of Alberta

(hereinafter called the Lessor)

OF THE FIRST PART

-and-

THE ALBERTA BEACH AND DISTRICT MUSEUM AND ARCHIVES SOCIETY

(hereinafter called the Lessee)

OF THE SECOND PART.

WHEREAS the Lessee is a non-profit organization engaged in the pursuit of objectives which promote the general welfare of Alberta Beach and district;

AND WHEREAS the Lessor is the owner of lands situated in Alberta Beach described as follows:

Riverlot Nineteen (19), Lac Ste. Anne Settlement.

AND WHEREAS the Lessee is desirous of leasing a portion of the said lands to erect and operate a recreation, historical and cultural facility known as the Alberta Beach Museum Heritage Village.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

THAT in consideration of the matters hereintofo mentioned and of the rights, covenants and conditions hereinafter respectively reserved and contained by the Lessee to the respectively paid, observed and performed the said Lessor HATH DEMISED, and leased and by these presents DOTH DEMISE AND LEASE unto the said Lessee all of the said lands describes as follows:

All that portion of a part of Riverlot Nineteen (19) Lac Ste. Anne Settlement, as shown in red on the attached plan, designated as Schedule A, consisting of .94 acres, (hereinafter referred to as the "leased premises").

FOR a term of twenty-five (25) years to be computed from the 1st day of June, 2022 and to be fully completed and ended on the 1st day of June, 2047, at and for a yearly rental of One (\$1.00) Dollar to be paid on the 1st day of June of each and every year during the term hereof.

THE PARTIES HERETO hereby covenant and agree each with the other in the manner followed, that is to say:

THE LESSEE COVENANT WITH THE LESSOR AS FOLLOWS:

1. The Lessee will expend, of their own funds, sufficient amounts to erect a recreational, historical and cultural facility.

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2. That the Lessee will be responsible to keep and maintain the leased premises in a reasonable state of repair. The Lessee will also be responsible for the care, maintenance, repair and control of the buildings and improvements located upon the leased premises.
3. The Lessee agrees to use said land and buildings at all times solely for the purpose of recreational, historical and cultural activities in accordance with the declared character and purpose of the Alberta Beach and District Museum and Archives Society.
4. The Lessee agrees not to do or permit to be done upon the said lands nor in any buildings, structures or erections placed thereon, anything which may be deemed a nuisance or annoyance or anything which may be contrary to any Dominion of Provincial laws or regulations or to any of the by-laws of Alberta Beach and without restricting the generality of the foregoing, to endeavour at all times to avoid annoyance or inconvenience to the residents in the vicinity of the leased premises by reason of any noise or activities likely to interfere with the quiet enjoyment of their premises by the neighbourhood residents.
5. The Lessee agrees not to assign or sub-let the leased premises or any part thereof without first obtaining the written permission of the Lessor to do so, provided that the foregoing shall not be interpreted as preventing the Lessee from renting the said buildings occasionally to organizations or individuals using the buildings for objects consistent with the general aims of the Lessee or for activities not otherwise objectionable to the Lessor and provided further that the Lessor's permission to assign or sub-let shall not be unreasonably withheld.
6. The Lessee agrees not to encumber or permit to be encumbered the land hereby demised by any liens, caveats, or in any other manner whatsoever provided that the Lessee may file a caveat protecting its interests under the lease.
7. The Lessee agrees to be incorporated in accordance with the terms of the Societies Act of Alberta.
8. The Lessee agrees not to create any improvements of the leased premises without the consent of the Lessor first hand and obtained.
9. The Lessor agrees to place and maintain liability insurance for its operations carried on in connection with the leased premises, with a minimum of Five Million (\$5,000,000.00) Dollars coverage for property damage and personal injuries.
10. The Lessee covenants and agrees to indemnify and save harmless the Lessor from any claim, loss, cost or damage, however caused, resulting from the Lessee's use of the leased premises, or the Lessee's failure to keep the leased premises in a reasonable state of repair.

AND IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:

11. If any complaint is made to the Lessor by anyone residing in the vicinity of the leased premises with regard to any matters referred to in Paragraph 4 of this Agreement, the Lessor may forthwith make due inquiry concerning such complaint. In the event that the complaint is not settled by the Lessee then the Lessee shall abide by the decision of the Lessor with respect to any such complaint.

12. If the Lessor is of the opinion that the Leased Premises are not being maintained in a reasonable condition, then the Lessor shall give notice in writing to the Lessee and if the Lessee fails to make repairs within sixty (60) days from the date of the said notice, the Lessor may make whatever repairs necessary to bring the leased premises up to a reasonable standard and to charge the cost of doing so to the Lessee.
13. In the event that:
- (a) the Lessee ceases to exist or ceases to function, or
 - (b) the Lessee discontinues the use of the said leased premises for the purpose of the recreational, historical and cultural facility for an unreasonable period of time in the opinion of the Lessor, or
 - (c) any liens, charges or any other encumbrances are placed against the said land by reason of any action or the Lessee, or
 - (d) the Lessee fails to perform and observe each and every clause of the terms, stipulations and conditions herein contained or implied on its part;

the Lessor may terminate the lease and re-enter the whole or any part of the said leased premises and buildings thereafter and hold said lands and buildings free from any claims thereto by the Lessee, providing however, that before terminating the lease and re-entering and re-assuming control of the said leased premises and buildings the Lessor will first advise the Lessee in writing of its intention to terminate the lease and of its proposed re-entry and the Lessee shall have thirty (30) days from the receipt of the notice to rectify the breach, failing which the Lessor may terminate the lease.

14. Subject to fulfilment by the Lessee of the terms, stipulations and covenants herein contained to be performed by them and observed by them during the period of this lease and subject to the approval of the Lessor, which approval shall not be unreasonably withheld, this lease may be renewed at the expiration of this Agreement for a further Ten (10) year period upon terms and conditions to be agreed to by the parties hereto.
15. Whenever under the provisions of this Agreement any notice, demands or requests are required to be given by either part to the other such notice, demand or request may be given by delivery by and to, or by registered mail sent to, the respective addresses hereinafter provided for, and if given by mail shall be deemed to have been served and given of the second business day following the date of mailing by registered mail, the respective addresses of the parties being:

Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0

and

The Alberta Beach and District Museum and Archives Society
Box 68
Alberta Beach, AB
T0E 0A0

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providing however that such addresses may be changed upon Five (5) days notice; and providing further that if in the event that notice is served by mail at a time where there is an interruption of mail service effecting the delivery of such mail, the notice shall not be deemed to have been served until one week after the date that normal service is restored; it being agreed that no notice shall be mailed but shall be delivered by hand at a time when there is a known interruption or mail service affecting the delivery of such mail.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals duly attested by the proper officers in that behalf the day and year written below.

ALBERTA BEACH

ANGELA DUNCAN, MAYOR

DATE: _____

KATHY SKWARCHUK, C.A.O.

DATE: _____

THE ALBERTA BEACH AND DISTRICT MUSEUM AND ARCHIVES SOCIETY

AUTHORIZED SIGNATURE
PRINT NAME: _____
TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE
PRINT NAME: _____
TITLE: _____

DATE: _____

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Schedule "A"

to

Lease Agreement

Between

"the Village of Alberta Beach" and "the Alberta Beach & District Museum & Archives Society"

Leased Premises

All that portion of a part of Riverlot Nineteen (19), Lac Ste. Anne Settlement, as shown in red consisting of .94 acres.

DRAFT

aboffice@albertabeach.com

From: aboffice@albertabeach.com
Sent: March 8, 2023 1:53 PM
To: Angela Duncan; Tara Elwood ; Debbie Durocher; Kelly Muir; Daryl Weber
Subject: Re: Animal Control Bylaw
Attachments: Animal Control Bylaw Information.pdf

Good afternoon,

Attached is an updated Animal Control Bylaw and comments from the lawyer.

Please note Section 9.2, I was asked; do we want to licence livestock i.e.: chickens, ducks, miniature horses, pot bellied pig etc. I will include this on the agenda for Tuesday’s Round Table meeting. Also, please let me know if you would like CPO Stephen to attend the Round Table meeting to discuss the bylaw.

Thank you,

Kathy Skwarchuk,
CAO
Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
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From: Michelle Gallagher <michelle@patriotlaw.com>
Sent: March 7, 2023 12:27 PM
To: patrol@albertabeach.com
Subject: Animal Control Bylaw - Follow up
Attachments: DRAFT - Animal Control Bylaw (1st reading version with proposed PLG Amendments - Tracked)- Alberta Beach.pdf; DRAFT - Animal Control Bylaw (1st reading version with proposed PLG Amendments - Clean - 7 Mar 23 version)- Alberta Beach.pdf; DRAFT - Animal Control Bylaw (1st reading version with proposed PLG Amendments - Clean - 7 Mar 23 version)- Alberta Beach.docx; DRAFT - Animal Control Bylaw (1st reading version with proposed PLG Amendments - Tracked)- Alberta Beach.docx; community-package on urban chickens.pdf

Stephen,

Further to this project, I have made most of the requested changes to the draft bylaw (changes from the version you provided to me which received first reading). See my notes below respecting the changes that I have NOT made regarding poultry. I have attached a redlined version of the Bylaw and a clean version. Both are attached in Word and PDF versions.

However, in summary, the following are the substantive changes:

- I have removed "Immunization" from the definitions section since that no longer appears anywhere else;
- I have put the "Cat" definition back in (because cats are still addressed in the sections on Domestic Animals);
- In the definition of Owner, I have added "as the context requires" – just an improvement here;
- I have added a provision in section 5 that confirms that a Peace Officer may impound a Dog for a period of up to 7 days for the purpose of assessment of whether the Dog should be declared a Vicious Dog. As we discussed, there was a bit of a gap in the prior provisions for the specific details regarding impoundment for the purposes of assessing the animal;
- I have removed the duplicate words "of notice" in 5.5;
- I have removed s 5.10(e) since that is dealt with separately under 5.14 (just an improvement);
- I have modified section 7.1 to address the provisions dealing with Vicious Dogs – to confirm that a Dog may be impounded to permit a determination of whether the Dog is a Vicious Dog;
- I have removed "Cats" from 7.3;
- I have updated 7.3 .7.4 to address vicious dogs – an exception for how they are treated in terms of when they may be released (since the time to assess the animal should not be included in the normal 72 hours);
- I have updated section 9 to remove the beehive restriction (since bees are already covered under Livestock in the definitions);
- 11.6 – I have added "where applicable" – just an improvement;
- I have reorganized the Enforcement section 11 to be better organized and I have also separated out the issue of Municipal Tags and Violation Tickets. I have also added the continuing offence provision;
- I have defined Municipal Tags and explained how they are used. The prior language you had proposed spoke of service of the bylaw tags but not how they were used. So, this is the reason for the update. Also I reorganized the section to split tickets and tags.
- Updated the schedule to address the renumbering of paragraphs for offences arising from the other changes; and
- I have made a few other small changes improving wording or language which I identified on routine review.

On the issue of chickens and roosters, I have still left this out. I think that the municipality may want to think about how to regulate this – with a development permit or a license under animal control. I don't think that just "unless approved by the CAO" is going to be sufficient. This is, in part, because there are some provincial regulations that must be complied with to have poultry. These are under the *Animal Health Act*, and in particular its Traceability Premises Identification Regulation (Alta Reg 200/2008) which require that people obtain a Premises identification Account and Number for their poultry. I have attached a reference document that may be helpful to give an idea of the typical content that may be needed for bylaw requirements to address urban poultry.

In response to the specific question about what the maximum fine you can levy is, while section 7 of the Provincial Offences Procedure Act has a maximum fine of no more than \$2,000 or 6 months outlined for Part 2 Violation Tickets, this section also confirms that this is subject to any express provision in another enactment. The *Municipal Government Act* confirms, in section 7(i) and 7(ii), that municipal bylaws may provide for offences which impose fines not exceeding \$10,000 or imprisonment for not more than one year, or both, or imprisonment for not more than one year for non-payment of a fine or penalty.

Let me know if there are any other questions arising or if further changes are required.

Michelle

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Please note my new email address is michelle@patriotlaw.com

Urban Chickens

Community Package



Growing Forward 2 
A federal-provincial-territorial initiative

Alberta  Canada 
Government

URBAN CHICKENS

In recent years, there has been increased interest from individuals and communities on keeping backyard chickens. Several communities across Alberta currently allow residents to raise backyard chickens or are considering amending their bylaws to allow it. Residents may be interested in keeping chickens for various reasons including for fresh eggs, as an educational opportunity for children, compost, pest control, or the desire to know more about how their food is produced.

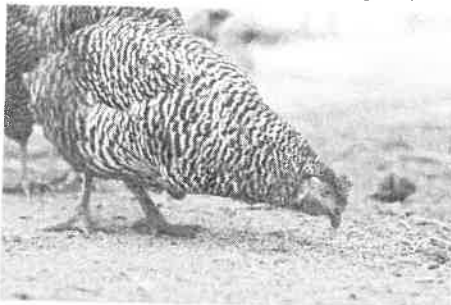


Alberta Farm Animal Care (AFAC) is a multi-species livestock welfare organization and aims to ensure continuous improvement in animal care and welfare. In 2017, AFAC created an Urban Chicken/Small Flock Care Manual and resources for current and potential chicken owners. This suite of learning materials includes a comprehensive, user-friendly manual that focuses on urban chicken care, training video resources, and workshops that include hands-on training. These resources are available to interested residents and communities by contacting us at info@afac.ab.ca or 403-652-5111. You can find more information on our website: www.afac.ab.ca.

CONSIDERATIONS

If a community is considering permitting residents to keep urban chickens, the following should be taken into consideration:

- Is there a local veterinarian who can provide support and treat poultry?
- Are there trained municipal representatives who can process applications and licenses, deal with concerns that may arise, conduct coop inspections, etc.?
- Does the area have a high number of wildlife and predators?
- Does the municipality have a designated area where poultry owners can dispose of chicken manure/bedding material and any mortalities?
- Is there a poultry professional nearby who can provide an educational workshop to residents on keeping urban chickens, and provide ongoing expertise and support? (*Highly recommended*)



RESPONSIBILITIES

Backyard chickens can be successful in an urban municipality, provided chicken owners fulfill the following responsibilities:

- Provide basic needs such as food, water, shelter, light, and ventilation
- Keep the coop in sanitary condition, with regular disposal of manure and bedding material, and in good repair
- Ensure the coop provides adequate protection from vermin, wild animals, and predators
- Provide the chickens with opportunities to perform essential behaviors such as dust-bathing, roosting, and scratching
- Follow basic biosecurity procedures to keep the chickens and themselves safe
- Be knowledgeable about proper food safety practices
- Know how to act accordingly if one of their chickens gets sick or if there is a disease outbreak
- Be cognizant of the time and financial commitment required to care for the chickens
- Have a plan for what to do with the chickens once they quit laying; it is not uncommon for backyard chickens to live 8-10 years
- Have an emergency contact who can provide care for the chickens in case of an emergency.



SAMPLE BYLAWS

The following are examples of bylaws from communities across Alberta that permit residents to raise backyard chickens:

- Any person wanting to keep urban chickens must obtain a Premises Identification (PID) under the Alberta Animal Health Act
- An application must be submitted and approved
- An approved license is required to be renewed annually
- In order to be approved for a license, each urban chicken keeper must take urban chicken training or equivalent, designed to provide adequate information regarding the successful keeping of chickens in an urban area.
- Only hens will be allowed to be kept; no person shall keep a rooster
- Maximum number of hens is 3 to 8 per household.
- Hens must be a minimum of 16 weeks of age
- Provide each Hen with at least 0.37m² of interior floor area, and at least 0.92m² of outdoor enclosure, within the coop
- Provide at least one nest box per every 4 birds
- Locate the coop in a place that is mindful and considerate of neighbours
- Have a town representative inspect the coop prior to approval
- No hen shall be slaughtered on the property
- Residents cannot sell eggs, manure, meat or other hen related products
- Follow procedures recommended by the Federal and Provincial Governments to reduce potential disease outbreak.

AFAC ALERT LINE

The ALERT Line is an anonymous help line. If residents or town representatives see backyard chickens that are in distress or neglected, or have a question about backyard chicken care, they can call 1-800-506-2273. The ALERT Line will send out an individual knowledgeable in the keeping of chickens who can offer solutions to improve care and provide knowledgeable counsel.

**A BYLAW OF ALBERTA BEACH IN THE PROVINCE OF ALBERTA
FOR THE PURPOSE OF REGULATING ANIMALS AND PROMOTING
RESPONSIBLE ANIMAL OWNERSHIP**

WHEREAS the *Municipal Government Act*, empowers a Council to pass bylaws:

- a) respecting the safety, health and welfare of people and the protection of people and property;
- b) respecting nuisances;
- c) respecting wild and domestic animals and activities in relation to them;
- d) regulating or prohibiting activities;
- e) providing for a system of licenses, permit or approvals; and
- f) respecting remedying of contraventions of bylaws;

AND WHEREAS the Municipal Council of Alberta Beach deems it appropriate and in the community interest to pass a bylaw to regulate and control household pets, and other animals;

NOW THEREFORE the Municipal Council of Alberta Beach, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. SECTION 1 - TITLE

- 1.1. This Bylaw may be cited as the "Alberta Beach Animal Control Bylaw."

2. SECTION 2 - INTERPRETATION

- 2.1. In this Bylaw, the following terms shall have the following meanings:
- a) "Animal" means any bird, reptile, amphibian, or mammal excluding humans and Wildlife;
 - b) "*Animal Protection Act*" means the *Animal Protection Act*, RSA 2000, c A-41;
 - c) "Attack" means an assault resulting in bleeding, bone breakage, sprains, serious bruising, or multiple injuries;
 - d) "Bark Excessively" means a Dog that barks, howls, or makes any other loud noise for a continuous period so as to unreasonably disturb the peace and tranquility of the neighborhood;
 - e) "Bite" means force applied by an Animal by means of its mouth and teeth upon a person or other Animal;
 - f) "Bylaw" means this Alberta Beach Animal Control Bylaw;
 - g) "CAO" means the chief administrative officer for the Village;
 - h) "Cat" means any domesticated male or female of the feline family;
 - i) "Cemetery" means land within the Village that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried;

- j) "Communicable Disease" means diseases which can be passed from animal to animal, and from animal to person;
- k) "Council" means the municipal council of the Village;
- l) "Dog" means any domesticated male or female member of the canine family;
- m) "Domestic Animal" means a domesticated Animal that lives and breeds in a tame condition and, without restricting the generality of the foregoing, shall include a Dog, a Cat, a rabbit, and a ferret, but shall not include Livestock or Wildlife;
- n) "Fees and Charges Bylaw" means Village Bylaw 287-22 Fees & Rates Bylaw;
- o) "Former Owner" means the Person who at the time of impoundment was the Owner of an Animal which has subsequently been sold, given away, or destroyed;
- p) "Golf Course" means land which is set aside for the playing of the game of golf and upon which the game of golf is played;
- q) "Impounded" means taken into custody of the Pound;
- r) "Justice" has the meaning as defined in the *Provincial Offences Procedures Act*, RSA 2000, c, P-34, and the regulations thereunder;
- s) "Land Use Bylaw" means Village Land Use Bylaw 252-17;
- t) "Leash" means a chain, rope or strap attached to the collar or harness of an animal used to lead, restrain, or control it;
- u) "License" means a License issued by the Village to an Owner for a specific Dog pursuant to this Bylaw;
- v) "Livestock" includes, but is not limited to:
 - i. A horse, mule, donkey, swine, camel, llama, alpaca, sheep or goat;
 - ii. Domestically reared or kept deer, reindeer, moose, elk, or bison;
 - iii. Farm bred fur bearing animals including foxes or mink;
 - iv. Animals of the bovine species;
 - v. Emus, ostriches, chickens, roosters, turkeys, ducks, geese, peacocks, peahens, or pheasants; and
 - vi. All other animals that are kept for agricultural purposes including bee colonies,but does not include Dogs or other Domestic Animals;
- w) "Municipal Government Act" or the "Act" means the *Municipal Government Act*, RSA 2000, c M-26 and the regulations thereunder;

- x) "Municipal Violation Tag" means a notice issued by the Village that alleges an offence and provides a person with the opportunity to pay a fine amount to the Village in lieu of prosecution for the offence
- y) "Muzzle" means a humane device of sufficient strength placed over an Animal's mouth to prevent it from Biting;
- z) "Off Leash Area" means a Park or a portion of a Park which has been designated as an off-leash area by the Village;
- aa) "Owner" means any Person or body corporate, as the context requires:
 - i. Who is the licensed owner of an Animal;
 - ii. Who has legal title to an Animal;
 - iii. Who has possession, care and control, or custody of an Animal, either temporarily or permanently;
 - iv. Who harbours an Animal or allows an Animal to remain on that Person's premises;
 - v. Who is identified as the registered owner on a title at the Land Titles office;
 - vi. Who is recorded as the Owner of a Property on the Village's assessment roll; or
 - vii. Who is an occupant of a Property under a lease, license or permit;
- bb) "Park" means a public space controlled by the Village and set aside as a park to be used by the public for rest, recreation, exercise, pleasure, amusement, cultural heritage, education, appreciation of nature and enjoyment and includes:
 - i. Playgrounds;
 - ii. Cemeteries;
 - iii. Natural areas;
 - iv. Sports Fields;
 - v. Pathways;
 - vi. Trails;
 - vii. Park roadways;
 - viii. Spray parks; and
 - ix. Wading or swimming areas;but does not include Golf Courses;
- cc) "Pathway" means a multipurpose throughfare controlled by the Village and set aside for use by pedestrians, cyclists, and persons using wheeled conveyances, which is improved by asphalt, concrete or brick, whether or not it is located in a Park, and includes any bridge or structure with which it is contiguous;

- dd) "Patrol Supervisor" means the person who is the Supervisor of the Patrol Department of the Village, or their designate;
- ee) "Peace Officer" means a member of the Royal Canadian Mounted Police, a Peace Officer appointed under the *Peace Officer Act*, SA 2006, c P-3.5, or a Village Bylaw Enforcement Officer;
- ff) "Person" includes a corporation, an individual, and the heirs, executors, administrator or other legal representatives of an individual;
- gg) "Playground" means land within the Village and controlled by the Village upon which apparatus such as swings and slides are placed;
- hh) "Pound" means the premises designated by the Village for the purposes of impounding and caring for all Dogs found to be at Running at Large or otherwise contravening any section of this Bylaw;
- ii) "Pound Keeper" means a person appointed by the Village or by agreement with another municipality or private business to maintain the designated Pound or Pounds;
- jj) "Public Property" means all Property owned by or under the control and management of the Village;
- kk) "Property" includes any lands, buildings or premises in the Village;
- ll) "Provincial Court" means the Provincial Court of Alberta;
- mm) "*Provincial Offences Procedure Act*" means the *Provincial Offences Procedure Act*, RSA 2000, c P-34, and the regulations thereunder;
- nn) "Running at Large" or "Run at Large" means:
- i. An Animal or Animals which are not under the control of a person by means of a Leash and is or are upon property other than the property in respect of which the Owner of the Animal or Animals has the right of occupation, or upon any highway, throughfare, street, road, trail, avenue, parkway, lane, alley, square, bridge, causeway, trestleway, sidewalk (including the boulevard portion of the sidewalk), Park or other public place which has not been designated as an Off Leash Area, or
 - ii. Any Animal which is under the control of a person by means of a Leash and which causes damage to persons, property or other Animals, that is off of the property of the Owner or harbourer;
- oo) "Service Dog" has the same definition as set out in the *Service Dog Act*, SA 2007, c S-7.5, and the regulations thereunder and includes a dog that is in training to become a service dog but does not include a Dog that is no longer actively used as service dog;
- pp) "Severe Injury" includes any injury resulting in one or more broken bones, disfiguring lacerations, sutures, cosmetic surgery, scars, and further includes any other injury determined to be severe by a court upon hearing the evidence;

- qq) "Sports Field" means land within the Village and controlled by the Village which is set apart and used for the playing of sport including, but not limited to, baseball diamonds, field hockey or cricket pitches, and rugby, soccer or football fields;
- rr) "*Stray Animals Act*" means the *Stray Animals Act*, RSA 2000, c S-20, and the regulations thereunder;
- ss) "Threatening Behaviour" means the following behaviour exhibited by a Dog, without provocation: growling, snapping at, lunging at, chasing, stalking, attacking or biting another Animal, Livestock or Wildlife or a bicycle, or motor vehicle being operated, unless the Dog is a working Livestock guardian Dog and is engaged in the performance of such work;
- tt) "Trespasser" means one who intentionally and without consent, privilege, or authority, enters another's property;
- uu) "Vicious Dog" means:
- i. Any Dog which, without provocation, has chased, injured, or bitten any other Animal, livestock or human;
 - iii. Any Dog which, without provocation, has damaged or destroyed any public or private property;
 - iv. Any Dog which, without provocation, has threatened or caused the reasonable apprehension of threat to another Animal, Livestock, or human and which in the opinion of the Patrol Supervisor presents a threat of serious harm to other Animals, Livestock, or humans;
 - v. Any Dog which has been previously determined to be a Vicious Dog under this Bylaw, or a prior bylaw;
- vv) "Village" means the municipality of Alberta Beach;
- ww) "Violation Ticket" has the same meaning as that term is used in the *Provincial Offences Procedure Act*;
- xx) "Wildlife" has the same meaning as that term is used in the *Wildlife Act*, RSA 2000, c W-10 and includes but is not limited to coyotes, cougars, bobcats, deer, moose, elk, wild rabbits, porcupines, beavers and skunks; and
- yy) "Wildlife Attractant" means any substance that could be reasonably expected to attract Wildlife including, but not limited to, food products, domestic garbage, pet food, seed, restaurant grease, compost, a carcass or part of a carcass of an animal, fish or meat, or fruit from trees.
- 2.2. Any references in this Bylaw to any statutes, regulations, bylaws or other enactments is to those statutes, regulations, bylaws or other enactments as amended or replaced from time to time and any amendments thereto.
- 2.3. Whenever a singular or masculine form of a word is used in this Bylaw, it shall include the plural, feminine or neutral form of the word as the context requires.

- 2.4. The headings in this Bylaw do not form part of this Bylaw and shall not affect its interpretation.

3. SECTION 3 - RESPONSIBILITIES OF ANIMAL AND DOG OWNERS

- 3.1. The Owner of a Dog shall:
- a) Ensure the Dog is not Running at Large within the Village;
 - b) Ensure the Dog is on a Leash, except when in an Off-Leash Area, and in control at all times when off of the Owner's property;
 - c) Ensure that the Dog does not enter into or remain in or on a Cemetery within the Village;
 - d) Ensure that the Dog does not enter into or remain in or on a Park or other Public Property with signage confirming Dogs are prohibited;
 - e) Ensure that any Dog that is suffering from a Communicable Disease is kept housed and confined and is not permitted to come into contact with other Animals, Dogs or humans except for contact required to obtain veterinary medical care; and
 - f) Ensure that the Dog is Licensed in accordance with Section 8.
- 3.2. No person shall allow a Dog to:
- a) Bark Excessively;
 - b) Bite, chase or stalk Animals, bicycles, automobiles or other motor vehicles;
 - c) Chase or otherwise threaten a person or persons, whether on the property of the Owner or not, unless the person chased or threatened is a Trespasser on the property of the Owner;
 - d) Cause damage to property or other Animals, whether on the property of the Owner or not;
 - e) Do any act that injures a person or persons whether on the property of the Owner or not;
 - f) Bite a person or persons, whether on the property of the Owner or not;
 - g) Attack a person or persons, whether on the property of the Owner or not;
 - h) Attack a person or persons causing Severe Injury, whether on the property of the Owner or not;
 - i) Repeatedly Attack a person or persons causing Severe Injury, whether on the property of the Owner or not;
 - j) Cause death to another Animal; or
 - k) Upset any waste receptacles or scatter the contents thereof on any Public Property or on any private property not belonging to the Owner.
- 3.3. An Owner of an Animal shall:
- a) Ensure that the Animal is not in distress;
 - b) Ensure that the Animal has adequate food and water;

- c) Provide the Animal with adequate care when the Animal is wounded or ill;
 - d) Provide the Animal with reasonable protection from injurious heat or cold; and
 - e) Provide the Animal with adequate shelter, ventilation and space.
- 3.4. No person shall allow an Animal to be outside of the passenger cab of a Motor Vehicle on a Roadway, regardless of whether the Motor Vehicle is moving or parked.
- 3.5. Notwithstanding section 3.4 above, a person may allow an Animal to be outside of the passenger cab of a Motor Vehicle, including riding in the back of a pick-up truck or flatbed truck if the Animal is:
- a) In a fully enclosed trailer;
 - b) In a canopy enclosing the bed area of a vehicle;
 - c) Contained in a ventilated kennel or similar device that is securely fastened to the bed of the vehicle; or
 - d) Securely tethered in such a manner that it is not standing on bare metal, cannot jump, or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.
- 3.6. The Owner of a female Dog in heat shall keep such Dog housed and confined in the Owner's residence or in a licensed Kennel during the whole period such Dog is in heat except that such Dog shall be permitted outside the said residence or Kennel for the purposes of:
- a) Urinating or defecating on the property of said Owner or Kennel; and
 - b) Obtaining necessary veterinary medical care.
- 3.7. If a Dog defecates on any Public Property or private property other than the property of its Owner, the Owner shall cause such defecation to be removed immediately and disposed of properly.
- 3.8. The Owner of a Dog shall ensure that when the Dog is on Public Property or private property other than property of its Owner, the Owner has means in the Owner's possession to collect and properly dispose of defecation from such Dog.
- 3.9. The Owner of an Animal shall ensure that the Animal is not Running at Large.
- 3.10. The Owner of an Animal left unattended in a Motor Vehicle shall ensure:
- a) That the Animal is restrained in a manner that prevents the contact between the Animal and any member of the public; and
 - b) That the Animal has suitable ventilation.
- 3.11. A Peace Officer that identifies an offence under section 3.10 of this Bylaw may use any means reasonable and necessary for the safety of the Animal to remove the Animal from the Motor Vehicle, with any expense associated with such action being the responsibility of the Owner of the Vehicle.
- 3.12. The Owner of a Motor Vehicle involved in an offence referred to in this Section is guilty of the offence unless that Owner satisfies the Court:

- a) That the Motor Vehicle was not being driven or was not parked by the Owner; and
 - b) That the person driving or parking the Motor Vehicle at the time of the offence did so without the Owner of the Motor Vehicle's express or implied consent.
- 3.13. The Owner of an Animal shall ensure that the Animal is not left unattended while tethered or tied on premises where the public has express or implied access.
- 3.14. The Owner of an Animal shall ensure that the Animal is not left unsupervised while tethered or tied on private property.

4. SECTION 4 - INTERFERENCE WITH ANIMALS OR DOGS

- 4.1. No Person shall:
- a) Untie, loosen, or otherwise free an Animal or Dog which has been tied or otherwise restrained;
 - b) Tease or torment an Animal or Dog or otherwise provoke an Animal or Dog to bark, Bite, attempt to Bite, chase or otherwise threaten any Person, Animal or Dog; or
 - c) Negligently or willfully open a gate, door, or other opening in a fence or enclosure in which an Animal or Dog has been confined and thereby allow an Animal or Dog to Run at Large.
- 4.2. No Person shall ignore or further neglect any Domestic Animal found to be in distress within the meaning of the *Animal Protection Act*, and such Person shall report the said Domestic Animal to a Peace Officer.

5. SECTION 5 - VICIOUS DOGS

- 5.1. The Patrol Supervisor may, based on personal observation of the Dog or an investigation initiated by a compliant, declare a Dog to be a Vicious Dog.
- 5.2. A Peace Officer may impound a Dog that is the subject of a complaint for a period of up to 7 days for the purposes of evaluating the Dog and determining whether the Dog should be declared a Vicious Dog.
- 5.3. A Dog shall not be declared a Vicious Dog based on the following behaviour alone:
- a) It Attacks or Bites a Trespasser on the Property of the Owner, or property controlled by the Owner; or
 - b) It is kept as a Livestock guardian Dog and if the Attack is in defense of Livestock of which the Dog is responsible on the property of the Owner.
- 5.4. If the Patrol Supervisor determines a Dog to be a Vicious Dog, the Patrol Supervisor shall give the Owner of the Vicious Dog written notice by mail within fifteen (15) days of such determination:
- a) Informing the Owner that their Dog has been determined to be a Vicious Dog;
 - b) Requiring the Owner to keep the Vicious Dog in accordance with the provisions of Section 5 of the Bylaw; and

- c) Informing the Owner that if the Vicious Dog is not kept in accordance with the requirements of this section of this Bylaw, that the Owner will be fined, or subject to enforcement pursuant to this Bylaw.
- 5.5. An Owner of a Dog determined to be a Vicious Dog by the Patrol Supervisor may appeal such determination to Council within thirty (30) days of receiving notice of such determination. A notice of appeal shall be submitted in writing to the CAO.
- 5.6. On receipt of a notice of notice of appeal under section 5.5 above, Council shall as soon as is reasonably practical cause the matter to be reviewed and make a final determination. That determination by Council shall be final and binding and not subject to further appeal under this Bylaw.
- 5.7. The determination of a Dog to be a Vicious Dog continues notwithstanding that the Dog has been sold, gifted, or transferred to a new Owner.
- 5.8. When a declared Vicious Dog is not on the property of the Owner:
- a) The Dog shall be harnessed or on a Leash which shall not exceed two (2) meters in length and in a manner that prevents it from chasing, injuring, or Biting other Animals or persons, or causing damage to public or private property;
 - b) The Dog shall be under the control of a person who is eighteen (18) years of age or older; and
 - c) The Dog shall be muzzled.
- 5.9. When a declared Vicious Dog is on the property of an Owner;
- a) The Dog shall be confined indoors;
 - b) The Dog shall be kept as if the provisions of section 5.8 above applied to such Dog while on the Property of the Owner; or
 - c) The Dog shall be confined in a secure enclosure, meaning a locked building, cage or fenced area of such construction that will not permit the confined Dog or Dogs to jump, climb, dig, or force their way out, or allow the entry of any person not in control of the Dog.
- 5.10. An Owner shall not be required to leash or muzzle a Vicious Dog while inside a building or enclosure and being shown or displayed at a *bona fide* Dog show.
- 5.11. Where a Dog is determined to be a Vicious Dog pursuant to this Bylaw, the Owner shall, within ten (10) days of receiving the notice of designation:
- a) Ensure that the Vicious Dog has been tattooed by a licensed veterinarian;
 - b) Ensure that an identifiable microchip has been implanted in the Vicious Dog;
 - c) If the Vicious Dog has not been spayed or neutered, have the Vicious Dog spayed or neutered; and
 - d) Post signs conspicuously on their premises alerting the public that a Vicious Dog is on the premises.
- 5.12. Where a Dog has been determined to be a Vicious Dog, the Patrol Supervisor may impose one or more of the following conditions on the Owner of the Vicious Dog,

and the Owner must comply with such conditions as are imposed under this section:

- a) Requiring the Owner to modify the Owner's property in some manner in order to reduce the risk of the Vicious Dog leaving the property or Running at Large;
 - b) Requiring the Owner to retain the services of a Dog trainer to provide the Owner with specified training and that the Owner provide proof of the completion of such training;
 - c) Requiring the Owner to obtain third party liability insurance in a specified amount for the Vicious Dog; and
 - d) Any other additional condition that is similar to the above and in the opinion of the Patrol Supervisor is reasonably necessary for the safety of the public.
- 5.13. An Owner of a Vicious Dog shall ensure that the Dog does not:
- a) Chase a person or other Animal;
 - b) Injure a person or other Animal;
 - c) Bite a person or other Animal;
 - d) Attack a person or other Animal; or
 - e) Damage or destroy public or private property.
- 5.14. Where a Dog is determined to be a Vicious Dog, the Owner of such Vicious Dog shall not permit the Vicious Dog to be in an Off Leash Area at any time.
- 5.15. Where a Dog is determined to be a Vicious Dog, the Owner of such Vicious Dog shall not breed or sell the Vicious Dog within the Village
- 5.16. The Owner of a Vicious Dog shall notify the Village immediately of the following:
- a) The Vicious Dog is Running at Large;
 - b) The occurrence of any incident described in section 5.12 involving the Vicious Dog; or
 - c) The sale, surrender, or death of the Vicious Dog.

6. SETION 6 – RABIES AND COMMUNICABLE DISEASE CONTROL

- 6.1. Upon demand made by a Peace Officer, an Owner of a Domestic Animal shall forthwith surrender any Domestic Animal which the Peace Officer has reasonable and probable grounds to suspect of having been exposed to rabies or any Communicable Disease for supervised quarantine, the expense for which shall be borne by the Owner, and the Animal may be reclaimed by the Owner if the Animal is adjudged to be free of rabies or any Communicable Disease upon payment of the confinement expenses and upon compliance with the licensing provisions of this Bylaw.
- 6.2. When a Domestic Animal under quarantine has been diagnosed as rabid, or suspected by a licensed veterinarian of being rabid, and dies while under such observation, the Pound Keeper shall immediately send the head of such Domestic Animal to the appropriate health department for pathological examination and shall

notify the appropriate public health officer of reports and human contacts and the diagnosis made, or suspected diagnosis made, of the Domestic Animal.

- 6.3. During such period of rabies quarantine as provided for in this section, every Domestic Animal bitten by any Animal adjudged to be rabid, shall be forthwith destroyed or, at the Owner's expense and option shall be treated for rabies infection by a licensed veterinarian or held under quarantine by the Owner in the same manner as other Domestic Animals are quarantined.
- 6.4. The carcass of any dead Animal exposed to rabies shall, upon demand, be surrendered to the Pound Keeper.
- 6.5. A licensed veterinarian shall direct the destruction, disposal of remains or treatment of any Domestic Animal found to be infected with rabies.

7. SECTION 7 – SEIZURE AND IMPOUNDMENT OF ANIMALS

- 7.1. A Peace Officer, upon complaint under this Bylaw, may seize and impound:
- Every Dog found Running at Large contrary to this Bylaw in Alberta Beach;
 - Every Dog which has Bitten or Attacked, or is alleged to have Bitten or Attacked, a person or Animal, pending the determination by the Patrol Supervisor as to whether to declare the Dog to be a Vicious Dog;
 - Every Dog not wearing a collar and License as required by this Bylaw,
 - Every Dog which is required to be impounded pursuant to any provincial or federal law,

and in enforcement of the jurisdiction provided in section 7.1 for the purposes of investigation only, a Peace Officer is hereby authorized to enter any privately owned premises provided that in this section the word "premises" does not include a building or buildings used as a dwelling house. A Peace Officer may enter a premises in order to preserve the safety and security of the public if deemed necessary. Premises include any outdoor lot visible from the street.

- 7.2. If a Peace Officer knows or can ascertain the name or residence of the Owner of any Impounded Dog, they shall make reasonable attempts to notify the Owner of the Impoundment of the Dog.
- 7.3. For all Dogs impounded other than for the purpose of determining whether the Dog is to be declared a Vicious Dog:
- the Pound Keeper shall keep all Impounded Dogs for a period of at least 72 hours, including the day of impounding. Sundays and statutory holidays shall not be included in the computation of the 72-hour period. During this period, any healthy Dog may be redeemed by its Owner upon the Owner paying to the Pound Keeper the appropriate fees, documentation of neutering or spaying, plus Pound fees for every 24-hour period or fraction thereof that the Dog has been Impounded.

- b) If at the expiration of a 72-hour period any Impounded Dog has not been redeemed, it may be sold, given away, or destroyed. The purchaser of an Impounded Animal from the Pound pursuant to the provisions of this Bylaw shall obtain full right and title to the Animal and the right and title to the Former Owner shall be forfeit.

7.4. For Dogs impounded under section 5.2 of this Bylaw for the purposes of determining whether to declare the Dog a Vicious Dog:

- a) The Pound Keeper shall keep the Impounded Dog for the period required to evaluate the Dog in accordance with section 5.2 of this Bylaw;
- b) The Owner shall be notified when the evaluation of the Dog has been completed. The Pound Keeper shall keep the Dog for a period of at least 72 hours after notice has been given to the Owner. Sundays and statutory holidays shall not be included in the computation of the 72-hour period. During this period, the Dog may be redeemed by its Owner upon the Owner paying to the Pound Keeper the appropriate fees, documentation of neutering or spaying, plus Pound fees for every 24-hour period or fraction thereof that the Dog has been Impounded.
- c) If at the expiration of a 72-hour period any Impounded Dog has not been redeemed, it may be sold, given away, or destroyed. The purchaser of an Impounded Animal from the Pound pursuant to the provisions of this Bylaw shall obtain full right and title to the Animal and the right and title to the Former Owner shall be forfeit.

7.5. Any Impounded Dog which appears to be in distress in accordance with the *Animal Protection Act* shall be dealt with as provided for in the *Animal Protection Act*.

7.6. [REDACTED]

8. SECTION 8 – LICENSING OF DOGS

- 8.1. No person shall own, keep, or harbour any Dog within the municipal limits of the Village unless such Dog is licensed as provided in this Bylaw.
- 8.2. The holder of a Dog License must be at least eighteen (18) years of age unless an exemption is given by the Patrol Supervisor.
- 8.3. Every Owner of a Dog over the age of six (6) months within the limits of the Village shall:
 - a) Obtain a license for such Dog on the first day on which the Village office is open for business after the Dog becomes six (6) months of age;
 - b) Obtain a license on the first day on which the Village office is open after they become Owner of the Dog; or
 - c) Obtain a license for a Dog notwithstanding that it is under the age of six (6) months where the Dog has been found to be Running at Large.
- 8.4. Every Owner of a Dog shall provide the Village with the following information with each application for a Dog License:
 - a) The name, street address, postal address, and telephone number of the Owner;
 - b) Where the Owner is a body corporate, the name, street address, postal address and telephone number of a natural person responsible for the Dog;
 - c) A description of the Dog including breed, name, gender, age;
 - d) Proof of spaying or neutering, if applicable;
 - e) Identification tattoo number and location, if applicable;
 - f) Identification microchip information, if applicable;
 - g) Such other information as may be required with respect to the application.
- 8.5. The Village shall keep a record of each License issued.
- 8.6. No person shall give false information when applying for a License pursuant to this Bylaw.
- 8.7. An Owner shall forthwith notify the Village of any change with respect to the information provided in the application for a License under this Bylaw.
- 8.8. Licenses issued under this Bylaw shall be issued for the life of the Dog. No refund shall be made on any paid Dog License fee because of the death or sale of the Dog, or upon the Owner of the Dog leaving the Village.
- 8.9. Licenses issued under this Bylaw may be transferred to another Dog on the payment of the associated transfer fee.
- 8.10. License fees shall be those listed in the Fees and Charges Bylaw.
- 8.11. Every Owner shall ensure that the License is securely fastened to a choke chain, collar, or harness which must be worn at all times when the Dog is off of the Owner's property. If the License tag becomes lost, the Owner shall obtain a

replacement License tag from the Village and shall pay the required fee for such replacement License tag.

- 8.12. If a Dog is found not wearing a choke chain, collar or harness with a valid License tag, the Owner shall be deemed not to have a License for the Dog unless the Owner can produce, to the satisfaction of the Peace Officer, the License tag or receipt for the License within twenty-four (24) hours of notice to the Owner.
- 8.13. A License is not required for the Owner of a Dog who is temporarily resident in the Village for a period not exceeding twenty-one (21) days. This period may be extended on the receipt of written permission from the Patrol Supervisor.
- 8.14. A License shall be issued free of charge to:
- a) The Owner of a Service Dog; or
 - b) Seasonal residents of the Village who are Owners of a Dog and provide proof of the licensing of said Dog in another municipality.

9. SECTION 9 – KENNELS, LIVESTOCK, AND HORSES

- 9.1. No person shall operate a Kennel on any Property except where an approved Development Permit has been issued for such Kennel under the Land Use Bylaw, and any other required licenses have been obtained. The harboring, keeping of, or owning more than three (3) Dogs shall be deemed to be operating a Kennel.
- 9.2. No person shall keep Livestock on any residentially zoned property in the Village.
- 9.3. No Owner of a horse shall allow a horse to be in a Park except for a Park that is approved and designated by the Village for horseback riding.

10. SECTION 10 – WILDLIFE ATTRACTANTS

- 10.1. No Owner of a Property in the Village shall place, store, permit or dispose of Wildlife Attractants outdoors in such a manner as to be accessible to Wildlife, or to attract Wildlife.
- 10.2. Owners of Property in the Village must remove ripened fruit from trees and the ground on the Property if they attract Wildlife.
- 10.3. Owners of Property in the Village must remove bird feeders if they attract Wildlife.
- 10.4. No person shall feed or attempt to feed Wildlife.

11. SECTION 11 – GENERAL

- 11.1. Where this Bylaw requires that an Owner be provided with a notice or a decision, that notice of decision may be served by ordinary mail to the last known address of the Owner and the Owner is deemed to have received that notice or decision seven (7) days from the date it was mailed.
- 11.2. No person shall willfully or knowingly obstruct a Peace Officer, or a person aiding the Peace Officer's in their duties, from enforcing the provisions of this Bylaw.
- 11.3. The Patrol Supervisor shall keep an up-to-date record of all complaints, notices and reports and a similar record of the disposition therefore.

- 11.4. Any person or Owner who commits a breach of any of the provisions of this Bylaw commits an offence.
- 11.1. In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues, and a person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such separate offence.
- 11.2. A person who is guilty of an offence under this Bylaw is liable:
 - a) To a fine in an amount not less than as set out in **Schedule A**, or
 - b) On summary conviction, to a fine not exceeding \$10,000.00, or imprisonment for not more than six months, or both.
- 11.3. If a Municipal Violation Tag is issued in respect of an offence, the Municipal Violation Tag must specify the fine established by this Bylaw for the offence.
- 11.4. A person who commits an offence may, if a Municipal Tag is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the person will not be prosecuted for the offence under the *Provincial Offences Procedure Act*.
- 11.5. Where a Peace Officer believes that a person has contravened any provision of this Bylaw, the Peace Officer may commence proceedings against the person by issuing a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
- 11.6. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
 - a) Specify the fine amount established by this Bylaw for the offence; or
 - b) Require a person to appear in court without the alternative of making a voluntary payment.
- 11.7. A person who commits an offence may, if a Violation Ticket is issued in respect of the offence and if the Violation Ticket specifies the fine amount established by this Bylaw for the offence, make a voluntary payment equal to the specified fine.
- 11.8. Nothing in this Section shall prevent any Peace Officer from issuing a Violation Ticket requiring the court appearance of the defendant pursuant to the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a Violation Ticket or Municipal Violation Tag.
- 11.9. Nothing in this Section shall prevent any person or Owner from defending a charge of committing a breach of this Bylaw.
- 11.10. The Village is not required to enforce this Bylaw. In deciding whether to enforce this Bylaw, the Village may consider any practical concerns, including municipal budget and personnel resources.
- 11.11. A Peace Officer investigating a complaint involving threatening behaviour of an Animal may, but is not required to, classify the behaviour by means of reference to the Dr. Ian Dunbar's Aggression Scale which is set out in **Schedule B** of this Bylaw.
- 11.12. **Schedules A** and **B** form part of this Bylaw.

11.13. Each provision of this Bylaw is independent of all other provisions. If any provision of the Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

12. SECTION 12 – TRANSITION AND COMING INTO FORCE

12.1. Upon the coming into force of this Bylaw, Bylaw 223-09 is repealed.

12.2. This Bylaw shall come into full force when it receives THIRD and FINAL reading and is duly signed.

READ a first time this ____ day of ____ 20__.

READ a second time this ____ day of ____ 20__.

READ a third and final time this ____ day of ____ 20__.

SIGNED this ____ day of ____ 20__.

Mayor, Angela Duncan

Chief Administrative Officer, Kathy Skwarchuk

SCHEDULE A**FINE SCHEDULE**

Section	Offence	First Offence	Second Offence	Third and Subsequent Offences
3.1(a)	Dog Running at Large	\$150.00	\$300.00	\$600.00
3.1(b)	Dog not on Leash or control when off Owner's property	\$150.00	\$300.00	\$600.00
3.1(c)	Dog in Cemetery	\$150.00	\$300.00	\$600.00
3.1(d)	Dog in area prohibited by sign	\$150.00	\$300.00	\$600.00
3.1(e)	Dog suffering from Communicable Disease not confined	\$500.00	\$750.00	\$1,500.00
3.1(f), 8.1, 8.3	Dog not Licensed	\$100.00	\$200.00	\$300.00
3.2 (a)	Dog barking excessively	\$150.00	\$300.00	\$600.00
3.2(b)	Dog biting, chasing or stalking Animals, bicycles, automobiles or other motor vehicles	\$250.00	\$500.00	\$1,000.00
3.2(c)	Dog chasing or threatening a person	\$250.00	\$500.00	\$1,000.00
3.2(d)	Dog causing damage to property or other Animals, whether on the property of the Owner or not	\$250.00	\$500.00	\$1,000.00
3.2(e)	Dog injures a person or persons whether on the property of the Owner or not	\$400.00	\$800.00	\$1,600.00
3.2(f)	Dog bites a person or persons, whether on the property of the Owner or not	\$400.00	\$800.00	\$1,600.00
3.2(g)	Dog attacks a person or persons, whether on the property of the Owner or not	\$500.00	\$1000.00	\$2000.00
3.2(h)	Dog attacks a person or persons, whether on the property of the Owner or not, causing Severe Injury	\$1,000.00	\$2,000.00	\$4,000.00
3.2(i)	Dog repeatedly attacks a person or persons, whether on the property of the Owner or not, causing Severe Injury	\$1,000.00	\$2,000.00	\$4,000.00
3.2(j)	Dog causes death to another Animal	\$1,000.00	\$2,000.00	\$4,000.00
3.2(k)	Dog upsets any waste receptacles or scatter the contents thereof on any Public Property or on any private property not belonging to the Owner	\$150.00	\$300.00	\$600.00
3.3(a)	Animal in distress	\$500.00	\$1000.00	\$2,000.00
3.3(b)	Animal does not have adequate food or water	\$500.00	\$1000.00	\$2,000.00
3.3(c)	Animal not provided with adequate care	\$500.00	\$1000.00	\$2,000.00

Section	Offence	First Offence	Second Offence	Third and Subsequent Offences
3.3(d)	Animal not provided with protection from heat or cold	\$500.00	\$1000.00	\$2,000.00
3.3(e)	Animal not provided with adequate shelter, ventilation, or space	\$500.00	\$1000.00	\$2,000.00
3.4	Animal outside of passenger cab in vehicle	\$500.00	\$1,000.00	\$2,000.00
3.6	Dog in heat not confined	\$150.00	\$300.00	\$600.00
3.7	Dog not removed	\$150.00	\$300.00	\$600.00
3.8	Dog Owner does not have means to remove defecation	\$150.00	\$300.00	\$600.00
3.9	Animal Running at Large	\$150.00	\$300.00	\$600.00
3.10	Animal left unattended in motor vehicle improperly	\$500.00	\$1,000.00	\$2,000.00
3.13	Animal tethered or tied unattended on public property	\$250.00	\$500.00	\$1,000.00
3.14	Animal tethered or tied unattended on private property	\$250.00	\$500.00	\$1,000.00
4.1(a)	Untie, loosed or free an Animal	\$500.00	\$1,000.00	\$2,000.00
4.1(b)	Tease or torment or provoke an Animal	\$150.00	\$300.00	\$600.00
4.1(c)	Opening Animal confinement	\$500.00	\$1,000.00	\$2,000.00
4.2	Failure to report animal in distress	\$500.00	\$1,000.00	\$2,000.00
5.8(a)	Vicious Dog not harnessed or on Leash	\$500.00	\$1,000.00	\$2,000.00
5.8(b)	Vicious Dog not in control of adult	\$500.00	\$1,000.00	\$2,000.00
5.8(c)	Vicious Dog not muzzled	\$500.00	\$1,000.00	\$2,000.00
5.9	Vicious Dog not kept or confined as required	\$500.00	\$1,000.00	\$2,000.00
5.11	Vicious Dog Owner failure to comply with requirements after designation of Vicious Dog	\$500.00	\$1,000.00	\$2,000.00
5.12	Vicious Dog failure to comply with conditions	\$500.00	\$1,000.00	\$2,000.00
5.13(a)	Vicious Dog chases a person or other animal	\$500.00	\$1,000.00	\$2,000.00
5.13(b)	Vicious Dog injures a person or other animal	\$2,500.00	\$5,000.00	\$10,000.00
5.13(c)	Vicious Dog bites a person or other animal	\$2,500.00	\$5,000.00	\$10,000.00
5.13(d)	Vicious Dog attacks a person or other animal	\$2,500.00	\$5,000.00	\$10,000.00
5.13(e)	Vicious Dog damages or destroys property	\$1,000.00	\$1,500.00	\$2,000.00
5.14	Vicious Dog in Off Leash Area	\$1,000.00	\$1,500.00	\$2,000.00
5.15	Sell or breed Vicious Dog	\$500.00	\$1,000.00	\$2,000.00
5.16(a)	Failure to notify of Vicious Dog Running at Large	\$500.00	\$1,000.00	\$2,000.00

Section	Offence	First Offence	Second Offence	Third and Subsequent Offences
5.16(b)	Failure to notify of incident with Vicious Dog	\$500.00	\$1,000.00	\$2,000.00
5.16(c)	Failure to notify of sale, surrender or death of Vicious Dog	\$500.00	\$1,000.00	\$2,000.00
6	Failure to comply with Section 6	\$500.00	\$1,000.00	\$2,000.00
7.7	Interfere with pursuit or seizure of Animal	\$500.00	\$1,000.00	\$2,000.00
8.6	Provide false information on application for License	\$500.00	\$1,000.00	\$2,000.00
8.7	Failure to notify Village of change	\$150.00	\$300.00	\$600.00
8.11	Failure to securely fasten License to Dog	\$50.00	\$100.00	\$200.00
9.1	Possess more than 3 Dogs / operate a Kennel	\$250.00	\$500.00	\$1,000.00
9.2	Keeping Livestock on residential property	\$250.00	\$500.00	\$1,000.00
9.3	Horses in Park where not authorized	\$150.00	\$300.00	\$600.00
10.1	Improper storage of Wildlife Attractants	\$150.00	\$300.00	\$600.00
10.2	Failure to remove Wildlife Attractant	\$150.00	\$300.00	\$600.00
10.3	Failure to remove Wildlife Attractant	\$150.00	\$300.00	\$600.00
10.4	Feed Wildlife	\$150.00	\$300.00	\$600.00
11.2	Obstruct Peace Officer	\$2,500.00	\$5,000.00	\$10,000.00

SCHEDULE B**Dr. IAN BUNBAR'S AGGRESSION SCALE**

ASSESSMENT OF THE SEVERITY OF BITING PROBLEMS BASED ON AN OBJECTIVE EVALUATION OF WOUND PATHOLOGY	
LEVEL 1	Dog growls, lunges, snarls – no teeth touch skin. Mostly intimidation / threatening behaviour.
LEVEL 2	Teeth touch skin but no puncture. May have red mark / minor bruise from dog's head or snout, may have minor scratches from paws/nails. Minor surface abrasions or lacerations.
LEVEL 3	Punctures one to three holes, single bit. No tearing or slashes. Victim not shaken side to side. Bruising.
LEVEL 3.5	Multiple Level 3 bites.
LEVEL 4	Two to four holes from a single bite, typically contact / punctures from more than canines, considerable bruising. Black bruising, tears and/or slashing wounds. Dog clamped down and held and/or shook head from side to side.
LEVEL 5	Multiple bites at Level 4 or above. A concerted, repeated attack causing severe injury.
LEVEL 6	Any bite resulting in the death of an animal.

This Scale is developed by Dr. Ian Dunbar PhD, BVetMed, MRCVS, of Berkeley California. From his studies Dr Dunbar has been able to separate and classify bites into a generalized six level assessment protocol. Tills Scale is used as a standard throughout the world in canine aggression investigations and behavior assessment. Updated in 2012 for the City of Calgary Animal Services.

"Inhibitions are the mechanisms which compel an animal to interrupt an action in the middle of a sequence."(i)
 "Good bite inhibition does not mean that your dog will never snap, lunge, nip, or bite. Good bite inhibition means that should the dog snap and lunge, his teeth will seldom make skin contact and should the dog's teeth ever make skin contact, the inhibited "bite" will cause little, if any, damage."

References

- (i). ABRANTES R. *Dog Language An Encyclopedia of Canine Behavior* 145. Wakan Tanka Publishers 1997
- (ii). DUNBAR. I. PhD, BVetMed, MRCVS *After you Get Your Puppy* 84. James & Kenneth Publishers 2001
- (iii). City of Calgary Animal Services. *Standard Operating Procedure for Peace Officers*. City of Calgary, 2012

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aboffice@albertabeach.com

From: Ryan Turner <ryan@renownds.com>
Sent: February 23, 2023 5:53 PM
To: aboffice@albertabeach.com
Cc: morgan.sieben7@gmail.com; 'Cory Rarick'
Subject: RE: WCWA Jetski Summer Event
Attachments: 2- safety plan.pdf; quick site request.png

Hi Anita, thanks for getting back to me. Its great to hear from you. Please see answers below. For the remaining answers I will get back to you on.

From: aboffice@albertabeach.com <aboffice@albertabeach.com>
Sent: Thursday, February 23, 2023 4:14 PM
To: ryan@renownds.com
Subject: RE: WCWA Jetski Summer Event

Hello Ryan,

I spoke with you the other regarding your event and accommodations.

Your request was brought to our Council meeting and Council is not apposed to the event being held in Alberta Beach however they have a few questions.

1. What are your expectations from the municipality. **Nothing much at all. Just simple permission and any guidance to make sure everyone is left happy with wcwa.**
2. Where would it be held. **Open to suggestions but from a quick google maps search without doing any research these (attachment) look nice for getting spectators.**
3. As parking is an issue where would you park. **I will look at city mapping and have you a suggestion tomorrow or later tonight on this.**
4. Do you have an emergency plan? **Please see attached safety plan.**
5. Accommodations? (we went over this) **camping or hotels as close to the race seen are always tried for I will also look at city mapping for this tonight.**

Please return an email as soon as possible or call me at 780-924-3181.

Thank you,

Anita Theriault
Municipal Clerk
Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
aboffice@albertabeach.com

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From: Alberta Beach Village Office <aboffice@albertabeach.com>
Sent: January 27, 2023 9:13 AM

To: ryan@renownds.com

Subject: RE: WCWA Jetski Summer Event

Good morning, Ryan,

Thank you for your email and the opportunity to hold this event in Alberta Beach. I will bring this to Council for their February 21st Council meeting and will follow up with you after that. If you have any questions please don't hesitate to contact me.

Thank you,

Kathy Skwarchuk,
CAO

Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
aboffice@albertabeach.com

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From: Ryan Turner <ryan@renownds.com>

Sent: January 25, 2023 5:17 PM

To: aboffice@albertabeach.com

Cc: morgan.sieben7@gmail.com

Subject: WCWA Jetski Summer Event

Hello there. My name is Ryan Turner and I am with the Western Canadian Watercross Association (WCWA). I was wanting to contact you in regards to seeing what the possibility of hosting an event over one of the summer weekends would be. The WCWA has been holding events across western Canada for over 15 years. We see an average of 20 to 50 racers come out with their families and it draws good crowds for family fun. The racers ages range from 14-65. These events are fully insured and also approved by transport Canada (once we show approval from the city council and local police department as well as the rest of the appropriate paperwork needed). We are very easy to work with in regards to dates and times and want to always leave a good impression with the communities that help support us. Normally most of the racers camp or hotel so we are usually looking for 20 + campsites in a nearby area to the race as well. All racers are asked to do as much local support while there too (ex: restaurants, food trucks, fuel, hospitality and shopping). The event is extremely family friendly with hopes to bring in new beginner racers of all ages. I have attached a map of one of our race locations to show you an approximate proportional area needed and size of course, advertisement poster and links below to some video of the Saskatoon and Medicine Hat events.

Saskatoon event

<https://www.youtube.com/watch?v=-MZv28K7nL0>

Medicine Hat News

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<https://www.youtube.com/watch?v=fUPia8FPDNo>

Please feel free to contact me at any time for any questions you may have. I look forward to hearing from you! Thank you.

Ryan Turner
Cell-780-214-5777
Office-780-874-1103
www.renownds.com



Specializing in providing superior down hole tools in abandonments, completions, recompletions, disposals/injectors, liner systems, and new thermal well projects

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VORR APPLICATION

2) A safety plan

- The event hosts a large stand-down safety meeting prior to the event starting with all competitors mandatory to be in attendance. This safety meeting is hosted by the event coordinator or the president of the club
- All racers are guided through "practice/guide laps" to get an understanding of the course.
- There are two or more Safety Boats with rescue boards on the rear to help with competitors getting back to there skis if they fall as well as to direct any traffic or spectators who are getting to close to the event.
- If an accident is to occur the chart of notifications is to be followed:

Coordinator /
President

Local
Ambulance
(on site) or Police

Victims
Emergency
Contact

Insurance

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A

B

Pier and boat launch

Alberta Beach

Boat Launch Park
(dog-friendly)

Beachside Market

Alberta Beach
Inn And Suites

Albe
Can

Heritage Centre

Alberta Beach M

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Alberta Beach Village Office

From: Keith Kowalsky <Keith@abmunis.ca>
Sent: February 17, 2023 10:39 AM
To: Kathy Skwarchuk
Cc: Dustin Engel; Energy; Jennifer Espanol
Subject: RE: Inquiry - Add Site/Community Related Organization - [ref:_00Di0hINc...
500JA18JyY:ref]

Hello Kathy,

Please let me know if you would like a call/meeting to discuss. Below I show the current contract and usage information for Village of Alberta Beach including all billing accounts, and what the estimated percentage of the total the new library would be.

Current: Electricity Block Contract January 1st 2021 – December 31st, 2023 with a rate of 5.165 cents per kilowatt hour (kWh).
– followed by Power+ Starting January 1st, 2024 – December 31st, 2033.

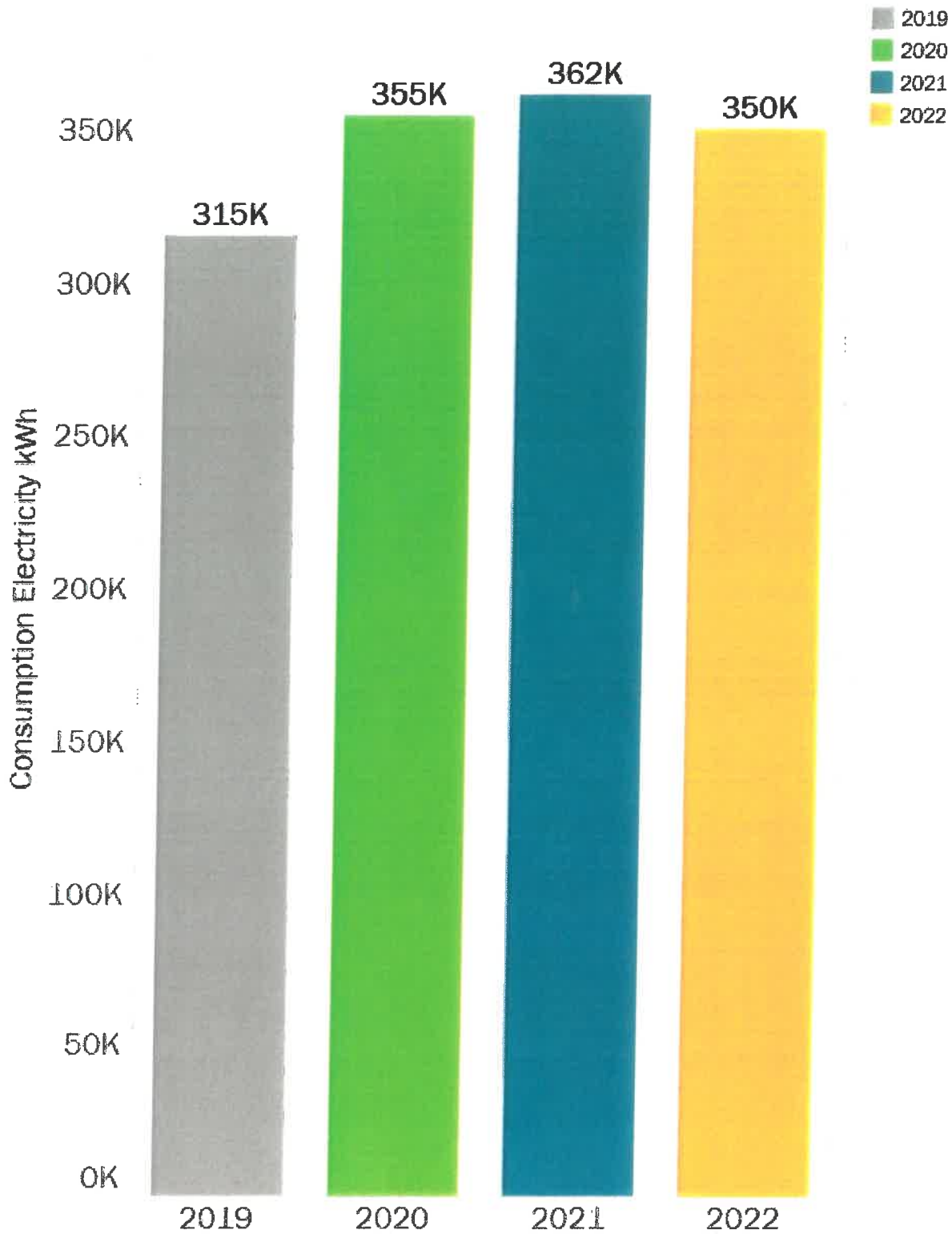
Current: Natural Gas Block Contract June 1st 2020 – December 31st, 2022 with a rate of 2.305 dollars per gigajoule (GJ).
– followed by a natural gas contract January 1st – December 31st, 2026.

For the years 2021 and 2022 coverage of Electricity coverage is higher in Q1 and Q4, around 90% coverage whereas the Summer peaks in Q2 and Q3 are less covered around 70%.

For Electricity Usage is approximately 350,000 kWh per year. The addition of the library is expected to increase exposure by around 13,500 kWh, or approximately 4%. This will vary depending on the month and the seasonality and usage profile of the new site. **We would expect coverage to drop by about 4% with slightly lower impacts in Q1 and Q4.**

Total Yearly Customer Usage (Village of Alberta Beach + Alberta Beach & District Agricultural Society)

64



Monthly Total Customer Usage (Village of Alberta Beach + Alberta Beach & District Agricultural Society)
 There is a Summer peak in usage. Usage is consistent for the last 3 years.

65

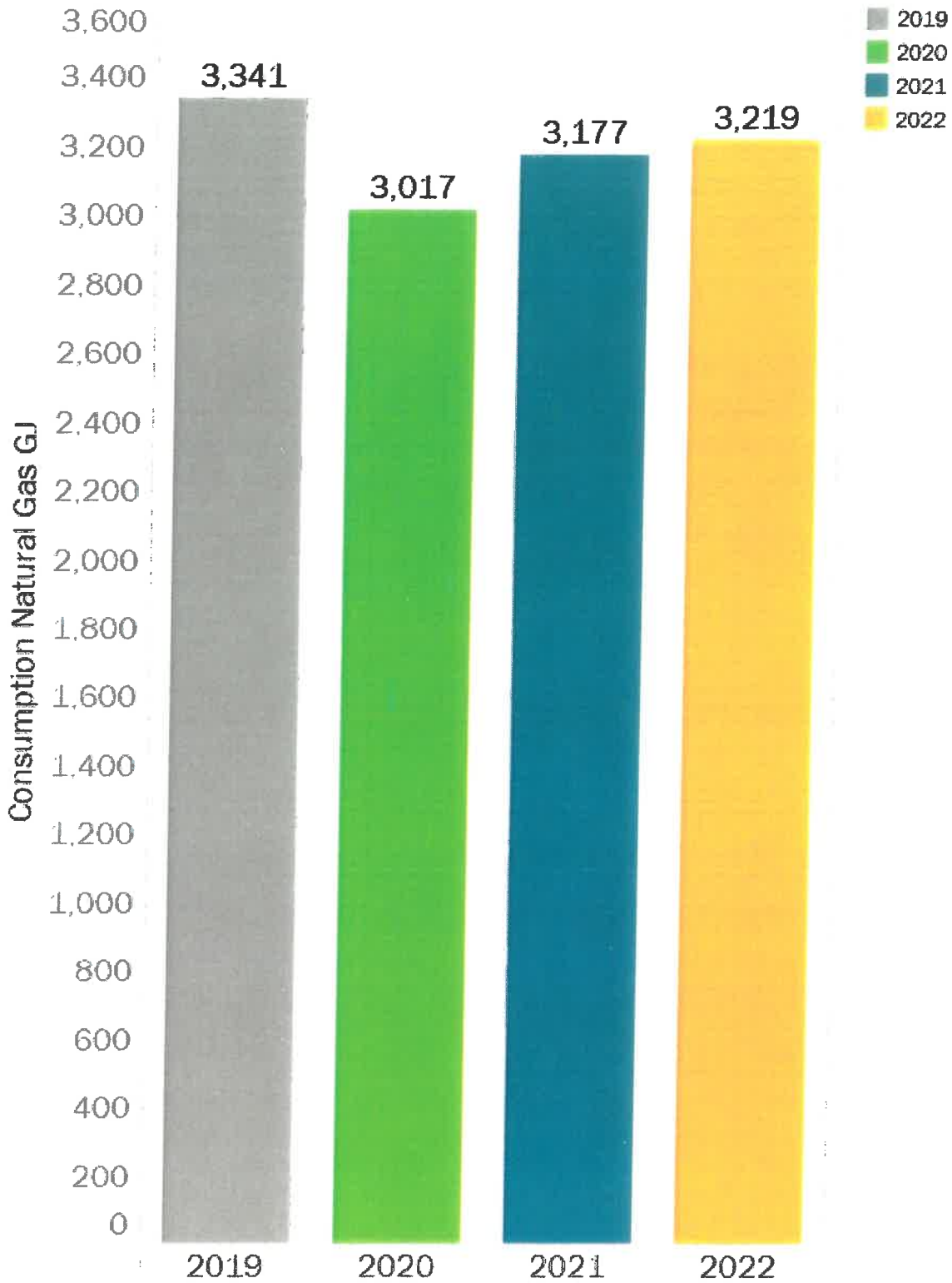


For the years 2020 to 2022 coverage of Natural Gas by the block contract is about 90% in Q1 and Q4, winter periods, and around 50% in Summer, when usage is minimal, so far less of an impact.

For Natural Gas Usage is approximately 3,200 GJ per year. The addition of the library is expected to increase usage by around 280 GJ, or approximately 8-9%. This will vary depending on the month and the seasonality and usage profile of the new site. **We would expect coverage to drop by about 9% overall for the year, with slightly smaller impacts in Q1 and Q4.**

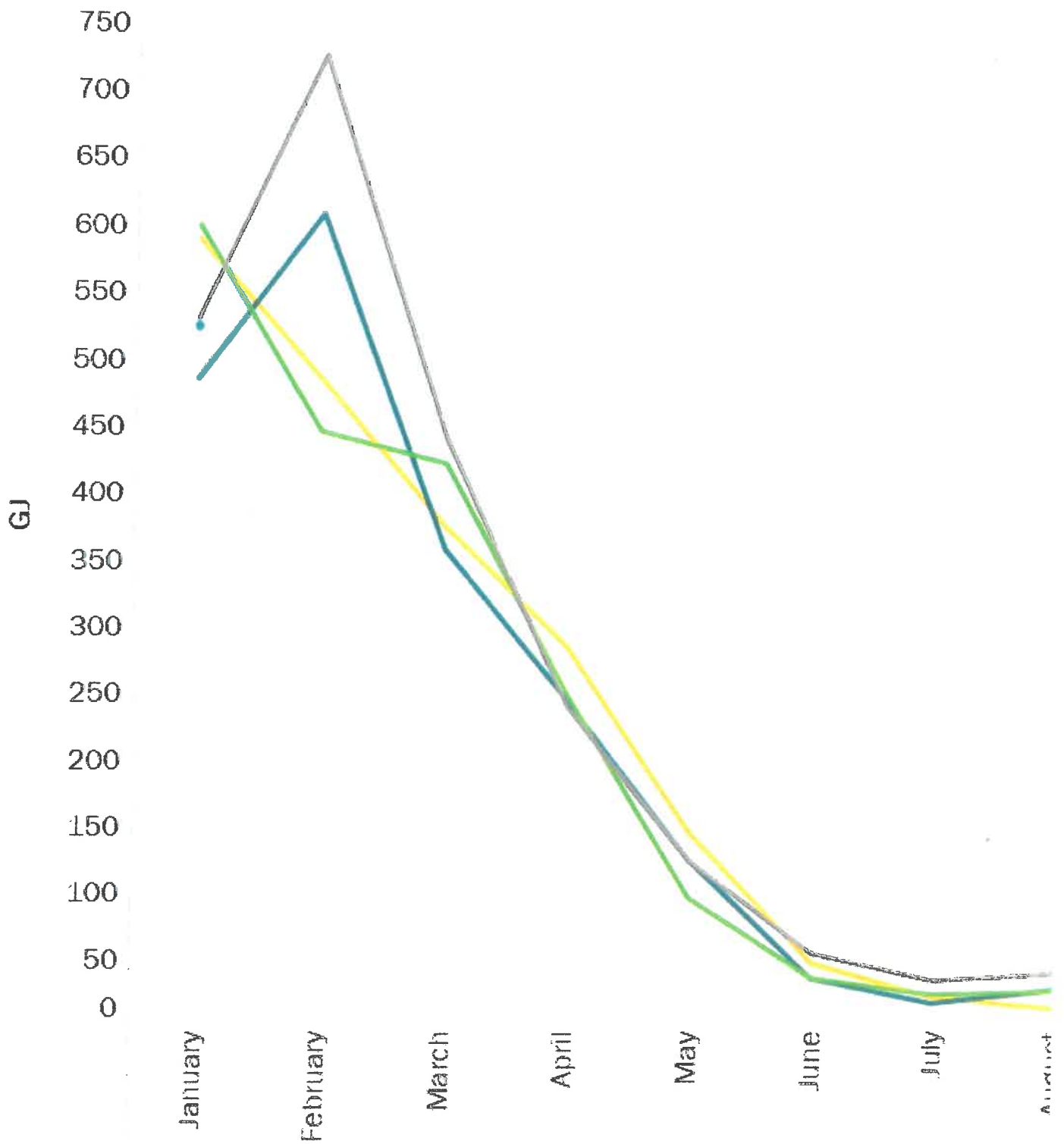
Total Yearly Customer Usage (Village of Alberta Beach + Alberta Beach & District Agricultural Society)

bb



Monthly Total Customer Usage (Village of Alberta Beach + Alberta Beach & District Agricultural Society)
 There is a standard Winter peak in usage. Usage is fairly consistent, depending on the weather, as some intensely cold individual months have driven up usage.

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

Thank you.

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Keith Kowalsky | Energy Data Analyst

D: 780.643.5634 | E: Keith@abmunis.ca
300, 8616 51 Ave NW Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

From: Jennifer Espanol <Jennifer@abmunis.ca>
Sent: February 17, 2023 9:01 AM
To: Kathy Skwarchuk <aboffice@albertabeach.com>; Energy <energy@abmunis.ca>
Cc: Dustin Engel <Dustin@abmunis.ca>; Keith Kowalsky <Keith@abmunis.ca>
Subject: RE: Inquiry - Add Site/Community Related Organization - [ref:_00DiOhINc._500JA18JyY:ref]

Hi Kathy!

I will pass the information to our Energy Analyst, and we will assess the extent to which it will affect the coverage.

I will get back to you the soonest possible.

Have a great weekend!

Regards,

Jennifer

Jennifer Espanol | Energy Customer Care Consultant

D: 780.643.5637 | E: Jennifer@abmunis.ca
300, 8616 51 Ave NW Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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69

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From: aboffice@albertabeach.com <aboffice@albertabeach.com>
Sent: February 17, 2023 8:53 AM
To: Jennifer Espanol <Jennifer@abmunis.ca>
Subject: RE: Inquiry - Added Site/Community Related Organization

External: This Email is from an external sender. Be alert for Phishing. Do not click links if you do not know the sender.

Hi Jennifer,
The Library used the approximate volumes last year;
Gas – approximately 280GJ at the cost of about \$2,600.00
Electricity - approximately 13500 kWh at a cost of about \$3,600.00

Thank you,

Kathy Skwarchuk,
CAO
Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
aboffice@albertabeach.com

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From: Jennifer Espanol <Jennifer@abmunis.ca>
Sent: February 14, 2023 1:53 PM
To: Kathy Skwarchuk <aboffice@albertabeach.com>; Energy <energy@abmunis.ca>
Subject: RE: Inquiry - Added Site/Community Related Organization

Hi Kathy!

The additional site will take a share of the volumes already hedged for the village. If the village can provide us the expected volumes we can take a look to assess the extent to which it will affect the coverage.

Have a great one!

Regards,

70

Jennifer

Jennifer Espanol | Energy Customer Care Consultant

D: 780.643.5637 | E: Jennifer@abmunis.ca
300, 8616 51 Ave NW Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

From: Alberta Beach Village Office <aboffice@albertabeach.com>
Sent: February 14, 2023 12:05 PM
To: Jennifer Espanol <Jennifer@abmunis.ca>
Subject: Re: Inquiry

External: This Email is from an external sender. Be alert for Phishing. Do not click links if you do not know the sender.

Hi Jennifer,

I wanted to ask you if we could add another building to the power and gas plan. This would be for the Alberta Beach Library and they would be a separate billing from our invoice, just as what we did for the Alberta Beach Ag Society). If the Library could be added under the plan would they get the same rates as we do? We had approved to be included in the newest power + plan, would the Library also be included in this?

Thank you,

Kathy Skwarchuk,
CAO

Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
aboffice@albertabeach.com

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Alberta Beach Village Office

From: Alberta Beach Village Office <aboffice@albertabeach.com>
Sent: March 6, 2023 3:12 PM
To: cao@valquentin.ca
Subject: FW: ASVA Strategic Plan - Facilitators
Attachments: Planning Day sticky note info.pdf; ASVA Strategic Direction Planning Worksheet.pdf

Hi Marlene,
Thanks for sending me this information. I will certainly discuss this with Council. I have a round table meeting coming up next week.

Kathy Skwarchuk,
CAO

Alberta Beach
Box 278
Alberta Beach, AB
T0E 0A0
Phone: 780-924-3181
Fax: 780-924-3313
aboffice@albertabeach.com

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From: Kathy Skwarchuk <kathyskwarchuk@gmail.com>
Sent: March 6, 2023 2:21 PM
To: Village of Alberta Beach <aboffice@albertabeach.com>
Subject: Fwd: ASVA Strategic Plan - Facilitators

----- Forwarded message -----

From: Marlene Walsh <marlenehwalsh@gmail.com>
Date: Fri, Feb 24, 2023, 4:42 p.m.
Subject: ASVA Strategic Plan - Facilitators
To: Kathy Skwarchuk <kathyskwarchuk@gmail.com>

Hi Kathy

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Further to our discussion today, ASVA engaged with the facilitators through [Alberta Community Support Network](#)

They were very pleased with the way the process was managed, and also with the outcomes.

I think it would be fantastic if we could work together on this initiative.

As mentioned previously, a \$1,500.00 honorarium was paid for their services. The feedback from all participants was very positive.

Please let me know if I can be of further assistance!

Have a terrific weekend!

Marlene

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Association of
SUMMER VILLAGES
OF ALBERTA

Working Framework of ASVA's Strategic Direction: Planning Day Worksheet – June 11, 2022

Vision

Summer Villages are sustainable, year-round municipalities that are a well-respected, recognized level of government and advocates on behalf of our lake and river environments.

Mission

Inspire and support Summer Villages to achieve strong and effective local government through advocacy, communication, and education.

Organizational Values

1. We value the core principles of honesty, transparency & integrity in guiding our actions.
2. We believe in maintaining a raised awareness of developing issues that could impact our membership.
3. We believe healthy, vibrant summer villages contribute to the better good of the broader community.
4. We value our ability to bring an open-minded, forward-thinking approach to collaborating with our stakeholders.
5. We believe an informed, proactive approach will heighten our strength when advocating on behalf of our members

Goals	Objectives	Timelines	Primary Owner	Indicators of Success (Outcome Measures)	Comments
<p>1. ASVA is recognized as the primary advocate for and on behalf of Summer Villages</p>	<p>ASVA will:</p> <ul style="list-style-type: none"> a) proactively identify and prioritize developing provincial issues that may impact SVs b. for prioritized issues create: <ul style="list-style-type: none"> i) position papers ii) an advocacy plan. c. continue to actively advocate on current priority issues: <ul style="list-style-type: none"> - MSI and LGFF - Services d. develop an internal advocacy plan to reinforce SV's understanding that: <ul style="list-style-type: none"> i) their position is strengthened when they "speak with one voice" and act as a collective e) provide supports to strengthen the capacity of each ASVA member f) develop and distribute an Elevator Speech /FAQs for use by all ASVA members when speaking on critical issues 			<p>Retaining autonomous integrity of SVs</p> <p>Feedback from Province</p> <p>Identify top 5 issues for SVs to advocate on</p> <p>Create position statements/papers on top 3 issues</p> <p>Distribute key statement document to elected SV officials</p>	

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Goals	Objectives	Timelines	Primary Owner	Indicators of Success (Outcome Measures)	Comments
<p>2. ASVA plays a key role in:</p> <p>a) ensuring SVs are informed on critical issues</p> <p>b) ensuring SVs have knowledge and skills that enhance their capacity to deliver municipal services</p>	<p>ASVA will:</p> <p>a. facilitate enhanced networking and engagement opportunities amongst SVs e.g.:</p> <ul style="list-style-type: none"> - conference - newsletter - website <p>b. develop opportunities to engage and involve CAOs in ASVA as:</p> <ul style="list-style-type: none"> i) a group ii) a support structure <p>c. enhance ASVA's Member Information Hub to be a one-stop website/social media platform for critical information required by SVs.</p> <ul style="list-style-type: none"> i) provide updates and information relevant to members' needs and interests ii) be recognized as the Information Hub for SVs <p>d. develop and make readily accessible to ASVA members a preferred list of contractors and service providers</p> <p>e. in preparation for use during the 2023 provincial election, develop and make readily accessible to ASVA members position papers to use in discussions/presentations with</p>			<p>50% more attendance in networking events e.g., Conference</p> <p>25% increase in CAOs engaging with ASVAs</p> <p>Host one CAO specific townhall per year</p> <p>Track number of hits on Website</p> <p>Increase number of newsletters per year (2 to 4?)</p> <p>ASVA members indicate enhanced confidence and demonstrate competency in communicating effectively with elected officials and community members</p>	

Goals	Objectives	Timelines	Primary Owner	Indicators of Success (Outcome Measures)	Comments
<p>3. ASVA will deliver projects to enhance the autonomous nature of SVs and strengthen the SVs' capacity to deliver municipal services within their communities.</p>	<p>elected officials and community members</p> <p>ASVA will:</p> <ul style="list-style-type: none"> a) develop and facilitate opportunities for SVs to cooperate and collaborate with each other and with regional partners b. support education that enhances autonomy of each SV c. facilitate and ensure that: <ul style="list-style-type: none"> i) members are well informed ii) encourage and facilitate placement of ASVA Board representatives on influential/appropriate stakeholder groups iii) ASVA representatives are: "at the table" to influence provincial issues and decision making d. develop resources (best practices) to improve member sustainability, e.g., financial planning. e. develop recruitment and education initiatives targeting new and future councilors 			<p>Developed: Information brochure (delivered via Web link) on what it means to be a sustainable and autonomous SV.</p> <p>Developed and delivered to SVs 2 sessions on common practices to participate in regional collaboration</p> <p>Developed opportunities to enhance governance and operational efficiencies by SVs, e.g.: - facilitated regional collaborative initiatives between and among SVs - encouraged cooperation between and among SVs - identified opportunities and supported development and implementation of economies of scale initiatives amongst SVs</p>	

Goals	Objectives	Timelines	Primary Owner	Indicators of Success (Outcomes Measures)	Comments
<p>4. ASVA will model to ASVA members effective governance by actively improving its Board governance practices.</p>	<p>ASVA will:</p> <ul style="list-style-type: none"> a. enhance engagement by assigning each Board member a meaningful role b. develop a Board Self-Assessment (BSA) instrument <ul style="list-style-type: none"> i) have Board members complete a BSA after each Board meeting c. develop and implement a succession plan for ASVA Board membership and leadership d. seek to facilitate ASVA Board member representation on all appropriate provincial groups and committees. 			<p>All Board Membership have assigned roles</p> <p>80% ASVA Board members indicate that the role they perform is meaningful to them.</p> <p>Succession bylaw developed</p> <p>ASVA Board members serve on or participate in more than 50% of provincial groups and committees.</p>	

Working Framework of ASVA's Strategic Direction: Planning Day Worksheet – June 11. 2022

Revised Vision for ASVA : Summer Villages are sustainable, year-round municipalities that are a well-respected, recognized level of government and advocates on behalf of our lake and river environments.

Current Vision Statement: Summer Villages are sustainable municipalities that are a well-respected, recognized level of government and stewards of our lake and river environments.

Revised Mission for ASVA: Inspire and support Summer Villages to achieve strong and effective local government through advocacy, communication and education.

Current Mission Statement: Through Advocacy, Communication and Education, the ASVA empowers summer villages to achieve strong and effective local government.

Key Words to describe ASVA:

- Uniting Body
- Information
- Power in Numbers
- Advocacy
- In-touch
- Strong/Strengthen
- Adventure
- Recognition

Current Organizational Values

1. We value the core principles of honesty, transparency & integrity in guiding our actions.

2. We believe in maintaining a raised awareness of developing issues that could impact our membership.
3. We believe healthy, vibrant summer villages contribute to the better good of the broader community.
4. We value our ability to bring an open-minded, forward-thinking approach to collaborating with our stakeholders.
5. We believe an informed, proactive approach will heighten our strength when advocating on behalf of our members

SMART Goals	Objectives (Single Measurable Statement Indicating Action towards Goal)	Projected Timelines	Primary Owner	Outcome Measures (Indicators of Success)	Other Comments
1. Recognized as an integral advocate for and on behalf of Summer Villages	a. Identify provincial issues that could impact SVs b. Create position papers on Provincial Issues to be used by SVs c. Expectations - MSI and LGFF - Services d. Recognition :			Retaining autonomous integrity of SVs Feedback from Province Identify top 5 issues for SVs to advocate on Create position statements/papers on top 3 issues	

	<ul style="list-style-type: none"> - for the strengthened position which ASNA brings to SVs as a collective - for helping to build capacity amongst the SVs- - by AB munis as important partner <p>Develop Elevator speech /FAQs for use in speaking with one voice.</p>		Distribute key statement document to elected SV officials	
<p>2.Keep SVs informed</p>	<ul style="list-style-type: none"> a.Facilitate Networking opportunities amongst SVs <ul style="list-style-type: none"> - conference -newsletter -website b.Get CAOs involved and engaged <ul style="list-style-type: none"> - as group - support structure c.Information Hub <ul style="list-style-type: none"> - website and social media provide platform for members 		<p>25% increase in CAOs engaging with ASVAs</p> <p>50% more attendance in networking events eg. Conference</p> <p>Track number of hits on Website</p> <p>Increase number of newsletters per year (2 to 4?)</p>	

	<p>- push out updates and valuable info that might impact members</p> <p>-be seen as the Information Hub for SVs</p> <p>-develop a preferred vendors list/centralized list for contractors and services</p> <p>- be accessible to members – direct access to ASVA admin resources, Constant contact with ASVA</p> <p>d. Facilitate preparation for Provincial Election</p>			<p>Host one CAO specific townhall per year</p>	
<p>3. Develop projects to build and enhance capacity building within SVs' key pillars.</p>	<p>a. encourage cooperation and collaboration amongst SVs with regional partners</p> <p>-facilitate regional collaboration efforts amongst SVs</p> <p>-encourage cooperation amongst SVs to enhance efficiency</p>		<p>Developed:</p> <ul style="list-style-type: none"> - Information brochure (delivered Web link) on what it means to be sustainable and autonomous - 2 sessions on common practices 		

<p>- support development and implementation of economies of scale initiatives</p> <p>- identify potential for economies of scale amongst SVs</p> <p>b. Support education for autonomy of SVs</p> <p>c. Education</p> <ul style="list-style-type: none"> - ASVA well-informed - ASVA Board reps on influential/appropriate stakeholder groups - be at table to influence provincial issues <p>d. Developing information to remain sustainable and viable</p> <p>e. Support development of viable financial planning</p>				<p>for SVs to participate in regional collaboration</p>
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	<p>f. Develop a recruitment/education process for SVs (Leadership Development and recruitment program for future councillors) - elected Officials training-SV specific</p>			
<p>4. Continuously improve Board Governance Practices</p>	<p>a. Enhanced Board Engagement – a working board where everyone needs to be actively engaged and pitch in</p> <p>b. Develop a Board Self Assessment tool</p> <p>c. Succession Planning for ASVA Board</p> <p>d.</p>		<p>Succession bylaw developed</p> <p>Membership employment engagement</p> <p># (%age) of Board members having a 'job'</p>	

Alberta Beach Village Office

From: Kevin Bird <kevin.bird@ngps.ca>
Sent: March 4, 2023 8:44 AM
To: Alberta Beach Village Office
Subject: JUPA template
Attachments: JUPA Model Agreement A template.docx

On 2023-01-25 5:33:32 PM, Alberta Beach Village Office <aboffice@albertabeach.com> wrote:

Good evening, Kevin,

That should be fine. We look forward to receiving the document.

Thank you,

Kathy Skwarchuk,

CAO

Alberta Beach

Box 278

Alberta Beach, AB

T0E 0A0

Phone: 780-924-3181

Fax: 780-924-3313

aboffice@albertabeach.com

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From: Kevin Bird <kevin.bird@ngps.ca>
Sent: January 24, 2023 11:59 AM
To: Alberta Beach Village Office <aboffice@albertabeach.com>
Subject: RE: email for Kathy

Good Afternoon Kathy,

In about two weeks I'll send you our draft starting document for the JUPA. We have been meeting starting up North and have gained a fair bit of understanding through these meetings and are adjusting as we go. Does that timeline work for you?

Kevin Bird

On 2023-01-10 5:32:31 PM, Alberta Beach Village Office <aboffice@albertabeach.com> wrote:

Good afternoon, Mr. Bird.

This is the correct email for Kathy Skwarchuk.

Thank you,

Cathy McCartney

Assistant CAO

Alberta Beach

Box 278

Alberta Beach, AB

T0E 0A0

Phone: 780-924-3181

Fax: 780-924-3313

aboffice@albertabeach.com

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From: Kevin Bird <kevin.bird@ngps.ca>
Sent: January 10, 2023 5:24 PM
To: aboffice@albertabeach.com
Subject: email for Kathy

Good Afternoon,

I'm looking for the email for Kathy Skwarchuk, thank you.



Kevin Bird
Superintendent

780.778.2800
kevin.bird@ngps.ca

Box 840, 4816-49 Avenue
Whitecourt, AB T7S 1N8

ngps.ca

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JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

MUNICIPALITY

AND

SCHOOL BOARD "A"

AND

SCHOOL BOARD "B"

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and



The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Boards" means the Catholic Board and Public Board collectively.
"Calendar Day" means any one of the seven (7) days in a week.
- e) "CAO" means the Chief Administrative Officer of the Municipality.
- f) "Catholic Board" means the _____ and any successor board or authority.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Municipality of _____.
- i) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means _____ (insert date).
- k) "Facility Plans" means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.

- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Boards the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the respective Board.
- m) "Governing Committee" means the committee which includes elected officials as established under this Agreement.
- n) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- o) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C" as being available for booking by the Parties or User Groups or for Community Use.
- p) "Municipality" means the municipal corporation of _____, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- r) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- s) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) "Operating Committee" means the committee which is comprised of the CAO and Superintendents as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Public Board" means _____ and any successor board or authority.
- w) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.

- x) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B" and "C".
- y) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- z) "Superintendent" means the chief executive officer of one (1) of the Boards.
- aa) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

- Schedule "A" – Municipal Facilities available for Joint Use
- Schedule "B" – School Board Facilities available for Joint Use
- Schedule "C" – School Board Facilities available for Joint Use
- Schedule "D" – Joint Use Times
- Schedule "E" – Operating Guidelines
- Schedule "F" – School Site Planning Guidelines
- Schedule "G" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.

- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARDS

- a) Council of the Municipality and the members of the Boards shall meet at least every two (2) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.

- d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) GOVERNING COMMITTEE

- a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from each Board. The Governing Committee shall meet on an “as needed” basis.
- b) The role of the Governing Committee shall be to provide recommendations to the Council and Boards regarding:
 - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
 - ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.
- d) The CAO and each Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the respective Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance Committee shall require consensus of its members.

9) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Boards;

- ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
 - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
 - iv) review any approved Operating Directives on an annual basis;
 - v) provide a forum for the operational concerns of the Parties to be discussed;
 - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
 - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - viii) review the Facility Plans of each of the Boards annually;
 - ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - x) determine how available or proposed school sites are allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - xi) develop a draft agenda for any meeting of the Council and the Boards or the Governing Committee; and
 - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
 - e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
 - f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.

- g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
- h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

10) JOINT USE SPACE

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Boards shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" and "C" respectively. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "D" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer

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be available for use. The Parties agree that the written explanation shall be shared with the public.

- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

11) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "E".

12) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Boards shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the

demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.

- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.

(alternate text for a rural municipality) The Municipality shall use Area Structure Plans or Concept Plans for designated or planned growth areas involving residential land uses to identify the number, general size and location of existing and future school sites.

- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "F". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "G".
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.

- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

13) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

14) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;
 - iii) The financial or in kind contributions to be made by each of the Parties;

- iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

15) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

16) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.
- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "G".

- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
 - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
 - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

17) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "G" for non-operational disputes.

18) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

19) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

20) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Boards.

21) NON-WAIVER

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

22) NON-STATUTORY WAIVER

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this

Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

Each Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

23) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

24) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;

- v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

25) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

26) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

27) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

28) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Boards.

29) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

(insert corporate names and addresses for each Party to the Agreement)

Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

Schedule "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
All Star Field	Lot 34MR, Block 1, Plan 999 0101	3 ball diamonds and 2 soccer pitches
Aquatic Centre	Lot 26, Block 1, Plan 999 0101	25m pool and weight training room
Arena	Lot 43, Block 1, Plan 999 0101	2 ice surfaces, running track, and community meeting rooms
Outdoor Rinks	Lot 23MR, Block 1, Plan 999 0101, Lot 45, Block 1, Plan 999 0102	Seasonal outdoor skating rinks near school grounds and in community parks
Track and Field Centre	Lot 35, Block 1, Plan 99 0101	400m running track, storage building and washrooms

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Schedule "B" and Schedule "C" – School Board Facilities Available for Joint Use

(use separate schedule for each school board)

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Elementary School	Lot 4, Block 1, Plan 999 0101 in Town of _____	8 classrooms and one gym (350m ² -400m ²)
Middle School	Lot 26, Block 1, Plan 999 0101 in Village of _____	10 classrooms and two gyms (400m ² – 500m ²)
High School	Lot 43, Block 1, Plan 999 0101 in Town of _____	10 classrooms, two gyms (400m ² – 500m ²), one gym (500m ² + with bleachers), theatre arts stage and seating

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

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Schedule "D" – Joint Use Times

Facility Type	Available Times
Elementary School	Monday through Friday between 16:30 and 21:00 and Saturdays between 08:00 and 17:00
Middle School	Monday through Friday between 18:30 and 21:00 and Saturdays between 08:00 and 17:00
High School	Monday through Friday between 18:30 and 21:00 and Saturdays between 08:00 and 17:00
Municipal Facilities for School Use	Monday through Friday between 08:00 and 16:00
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00

School Buildings shall not be available on Sundays, or during Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.

Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule "E" – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group's prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group's prior use of any Joint Use Space
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal's Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry

General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement shall be \$4 Million.

Booking Joint Use Space

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator for the respective Board.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment

- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians,
- computer lab technicians) necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the respective Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to playing fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule "F" – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality's Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality's plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each Board.

For the Public Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

For the Catholic Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "G" – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of

the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator.

Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

Alberta Beach Village Office

From: WILD Water Commission <wildwatercommission@gmail.com>
Sent: March 3, 2023 5:48 PM
To: Wendy Wildman; Alberta Beach; Summer Village West Cove;
 robert.mcgowan@parklandcounty.com; mprimeau@lsac.ca; office@svyellowstone.ca;
 melindapotts@live.ca; chief@ansn.ca; publicworks@ansn.ca; duane.kootenay@ansn.ca;
 robin.rainbird@paulfirstnation.com; micheal.rain@paulfirstnation.com;
 cao@rosshaven.ca; svseba@telusplanet.net; Shelley Marsh CAO- Castle Island;
 cao@svnakamun.com; Summer Village Administration;
 svsunrisebeach@wildwillowenterprises.com; Sunset Point Office; cao@valquentin.ca;
 cao@lakeview.ca; emily@milestonemunicipalservices.ca
Subject: 2023 Requisitions and Payments
Attachments: WILD Water - Letter to Members - Final 2023 Requisitions (Updated III and IV) - March 1 2023 Update .pdf

Good afternoon members,

Please see the attached correspondence from the WILD Water Commission regarding 2023 requisitions and fees. Please give some consideration to whether or not your municipality/community would like to pay upfront or pay their portion of the debenture costs for Phase III and IV, and forward same (by return email) to the Commission at your earliest convenience. Invoices for the referenced costs will be issued in due course.

Thank you,

Administration

WILD Water Commission

**WEST INTER LAKE DISTRICT (WILD)
REGIONAL WATER SERVICES COMMISSION**

Box 8 Alberta Beach, AB. T0E 0A0
Ph: 780-967-0271 Fax: 780-967-0431
Email: wildwatercommission@gmail.com

March 1st, 2023

TO: ALL COMMISSION MEMBERS

(Sent by E-Mail)

Dear Member,

Re: WILD Water Commission – Update to Phase III and Phase IV Requisitions

Further to the correspondence sent on November 10th, 2022, I am providing this update to verify the Phase III and Phase IV capital costs, as well as summarize the total WILD Water requisitions for the 2023 for your budget deliberations. Since the November 2022 report, the Commission has now received approval of the Phase III and Phase IV debentures. As payment of these capital costs ultimately falls on the members of the Commission, we want to provide as much notice of the resulting actual costs as possible, as well as confirm repayment options.

Attached is an updated (condensed) report outlining the operating and capital costs for our members in 2023. I have included the summary sheet, and the updated Phase III and Phase IV sheets. As a result of higher borrowing costs (interest rates), the debenture payments related to these new capital costs are higher than our previous estimates, and the allowance for upfront payments is subject to a market premium, as directed by the Board. Appreciating the fact our members are also facing unique budgetary pressures, the Commission feels that the options provided ensure fair and equitable repayment options for all our members.

This update is for your budget purposes only. Invoices for the referenced requisitions will be forwarded in due course, as respective obligations become due. In the meantime, if you have any questions on this update, or want to discuss any aspect of the operation of the WILD Water Commission, please contact me to discuss further.

Regards,



Dwight Darren Moskalyk
Commission Manager
WILD Water Commission

Encl: Member Requisition and Debenture Estimates 2023 – Updated March 1st, 2023 (3 Pages)

WILD Water Commission - Projected Budget Requisitions per Member (2023)

Table of Established 2023 Fees and Debentures - Final

Member	Admin and Governance	Phase I Deb.	Phase II Deb.	Phase III Deb.	Phase IV Deb.	Total Requisitions 2023
Alberta Beach	\$ 13,086.93	\$ 24,710.12	\$ 16,159.14	\$	\$ 17,768.59	\$ 85,769.95
Alexis Nakota Sioux Nation	\$ 9,899.22	\$ -	\$ -	\$	\$ 10,624.06	\$ 33,963.80
Lac Ste. Anne County	\$ 7,877.31	\$ 14,873.57	\$ 9,726.54	\$	\$ 8,454.10	\$ 51,626.85
Parkland County	\$ 11,510.89	\$ -	\$ -	\$	\$ 15,628.75	\$ 39,493.38
Parkland County (Wabamun)	\$ 8,968.76	\$ -	\$ 11,074.21	\$	\$ 12,353.74	\$ 41,845.65
Paul First Nation	\$ 12,971.04	\$ -	\$ -	\$	\$ 9,625.47	\$ 44,503.09
S.V. of Castle Island	\$ 118.43	\$ -	\$ -	\$	\$ 13,920.80	\$ 406.33
S.V. of Kapsiwin	\$ 107.40	\$ -	\$ -	\$	\$ 127.10	\$ 368.48
S.V. of Lake View	\$ 290.18	\$ 547.90	\$ 358.30	\$	\$ 115.26	\$ 1,901.80
S.V. of Nakamun Park	\$ 709.39	\$ 1,339.44	\$ -	\$	\$ 311.43	\$ 3,773.32
S.V. of Ross Haven	\$ 1,596.10	\$ 3,013.68	\$ 1,970.79	\$	\$ 761.33	\$ 10,460.61
S.V. of Sandy Beach	\$ 1,926.62	\$ 3,637.75	\$ 2,378.90	\$	\$ 2,615.84	\$ 12,626.81
S.V. of Seba Beach	\$ 1,636.39	\$ 3,089.75	\$ 2,020.53	\$	\$ 2,221.78	\$ 10,724.66
S.V. of Sunrise Beach	\$ 1,370.38	\$ 2,587.49	\$ 1,692.08	\$	\$ 1,756.21	\$ 8,981.28
S.V. of Sunset Point	\$ 1,950.79	\$ 3,683.40	\$ 2,408.75	\$	\$ 2,093.63	\$ 12,785.24
S.V. of Val Quentin	\$ 1,459.07	\$ 2,754.94	\$ 1,801.59	\$	\$ 1,565.90	\$ 9,562.52
S.V. of West Cove	\$ 1,362.32	\$ 2,572.27	\$ -	\$	\$ 1,462.07	\$ 7,246.34
S.V. of Yellowstone	\$ 1,370.38	\$ -	\$ -	\$	\$ 1,470.72	\$ 4,701.71
Town of Onoway	\$ 13,038.42	\$ 24,618.53	\$ 16,099.24	\$	\$ 13,993.12	\$ 85,452.04
Total	\$ 91,250.00	\$ 87,428.84	\$ 65,690.08	\$	\$ 97,931.50	\$ 466,193.86

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WILD Water Commission - Projected Budget Requisitions per Member (2023)

Phase III Capital Costs - Prospective 2023 Payments

Member	% Allocation	Phase III Capital Cost*	Or	Phase III Debenture*
Alberta Beach	14.34%	\$ 323,838.67		\$ 17,768.59
Alexis Nakota Sioux Nation	10.85%	\$ 244,958.17		\$ 13,440.53
Lac Ste. Anne County	8.63%	\$ 194,925.71		\$ 10,695.31
Parkland County	12.61%	\$ 284,839.34		\$ 15,628.75
Parkland County (Wabamun)	9.83%	\$ 221,933.79		\$ 12,177.21
Paul First Nation	14.21%	\$ 320,970.99		\$ 17,611.25
S.V. of Castle Island	0.13%	\$ 2,930.57		\$ 160.80
S.V. of Kapasiwin	0.12%	\$ 2,657.59		\$ 145.82
S.V. of Lake View	0.32%	\$ 7,180.57		\$ 393.99
S.V. of Nakamun Park	0.78%	\$ 17,553.98		\$ 963.16
S.V. of Ross Haven	1.75%	\$ 39,495.78		\$ 2,167.08
S.V. of Sandy Beach	2.11%	\$ 47,674.62		\$ 2,615.84
S.V. of Seba Beach	1.79%	\$ 40,492.71		\$ 2,221.78
S.V. of Sunrise Beach	1.50%	\$ 33,910.31		\$ 1,860.61
S.V. of Sunset Point	2.14%	\$ 48,272.77		\$ 2,648.66
S.V. of Val Quentin	1.60%	\$ 36,104.89		\$ 1,981.03
S.V. of West Cove	1.49%	\$ 33,710.92		\$ 1,849.67
S.V. of Yellowstone	1.50%	\$ 33,910.31		\$ 1,860.61
Town of Oneway	14.29%	\$ 322,638.34		\$ 17,702.73

* Note: The Commission will allow either payment of member portion upfront, or to debenture the member portion through the Commission (with annual payments), as in the past. For those members choosing to pay upfront, the amount owing is adjusted to reflect a market premium and cost of financing as directed by the Board (Motion 15-23).

WILD Water Commission - Projected Budget Requisitions per Member (2023)

Phase IV Capital Costs - Prospective 2023 Payments

Member	% Allocation	Phase IV Capital Cost*	Or	Phase IV Debenture*
Alberta Beach	14.34%	\$ 256,001.78	\$	14,045.18
Alexis Nakota Sioux Nation	10.85%	\$ 193,644.96	\$	10,624.06
Lac Ste. Anne County	8.63%	\$ 154,093.18	\$	8,454.10
Parkland County	12.61%	\$ 225,171.93	\$	12,353.74
Parkland County (Wabamun)	9.83%	\$ 175,443.67	\$	9,625.47
Paul First Nation	14.21%	\$ 253,734.82	\$	13,920.80
S.V. of Castle Island	0.13%	\$ 2,316.68	\$	127.10
S.V. of Kapasiwin	0.12%	\$ 2,100.88	\$	115.26
S.V. of Lake View	0.32%	\$ 5,676.40	\$	311.43
S.V. of Nakamun Park	0.78%	\$ 13,876.82	\$	761.33
S.V. of Ross Haven	1.75%	\$ 31,222.31	\$	1,712.97
S.V. of Sandy Beach	2.11%	\$ 37,687.86	\$	2,067.69
S.V. of Seba Beach	1.79%	\$ 32,010.40	\$	1,756.21
S.V. of Sunrise Beach	1.50%	\$ 26,806.86	\$	1,470.72
S.V. of Sunset Point	2.14%	\$ 38,160.72	\$	2,093.63
S.V. of Val Quentin	1.60%	\$ 28,541.73	\$	1,565.90
S.V. of West Cove	1.49%	\$ 26,649.24	\$	1,462.07
S.V. of Yellowstone	1.50%	\$ 26,806.86	\$	1,470.72
Town of Onoway	14.29%	\$ 255,052.89	\$	13,993.12

Note: The Commission will allow either payment of member portion upfront, or to debenture the member portion through the Commission (with annual payments), as in the past. For those members choosing to pay upfront, the amount owing is adjusted to reflect a market premium and cost of financing as directed by the Board (Motion 15-23).