

# SUMMER VILLAGE OF NAKAMUN PARK

## AGENDA

Wednesday January 22<sup>nd</sup>, 2020 – at The Onoway Civic Centre at 5:00 P.M.

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1. Call to order:
2. Agenda: a) Wednesday January 22<sup>nd</sup>, 2020 Regular Council Meeting
3. Minutes: (1-4) a) Monday November 18<sup>th</sup>, 2019 Regular Council Meeting  
(5-6) b) Friday December 6<sup>th</sup>, 2019 Special Council Meeting
4. Appointment: a) N/A
5. Bylaws/Policies: (7-21) a) Bylaw #2020-1 Procedural Bylaw – RFD-2020-1 is attached for background (*pass Bylaw #2020-1*)  
(22-25) b) Bylaw #2020-2 Fees and Charges Bylaw – RFD-2020-2 is attached for background (*pass Bylaw #2020-2*)  
(26-28) c) Policy C-COU-AUTH-1 Signing or Authorization of Municipal Documents Policy – RFD-2020-3 is attached for background (*approve Policy C-COU-AUTH-1*)
6. Business (29-66) a) Quality Management Plan (2020) – RFD-2020-4 is attached for background (*approve the Quality Management Plan 2020 and authorize execution*)  
(67-87) b) Superior Safety Codes, Service Agreement (2020) – RFD-2020-5 is attached for background (*approve Service Agreement (2020) with Superior Safety Codes Inc. and authorize execution*)  
(88-89) c) Statistics Canada, Request for Data Sharing/ASSET Access – RFD-2020-6 is attached for background (*grant consent for Alberta Municipal Affairs to release requested data to Statistics Canada and authorize execution of the Data Sharing Form*)  
(90-93) d) Intermunicipal Collaboration Framework, Waiver of Requirement for and Intermunicipal Development Plan – RFD-2020-7 is attached for background (*waive the requirement for an Intermunicipal Development Plan as part of the Summer Village of Nakamun Park's Intermunicipal Collaboration Agreement with Lac Ste. Anne County*)  
(94-99) e) Emergency Management Stakeholder Summit 2020 – RFD-2020-8 is attached for background (*authorize attendance of Council's emergency management committee member to the Emergency Management Stakeholder Summit 2020*)  
f)  
g)  
h)

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7. Financial
  - a) N/A
  - b) N/A
  
8. Councillor Reports
  - a) Mayor
  - b) Deputy Mayor
  - c) Councillor
  
9. Administration Reports
  - a) Administration Report
  - b) Public Works Reports
  
10. Information and Correspondence
  - (100-101) a) Government of Alberta, Municipal Affairs – December 4<sup>th</sup>, 2019 letter confirming that the Summer Village of Nakamun Park has been selected for a Municipal Accountability Program (MAP) review in 2020.
  - (102 - 103) b) Government of Alberta, Municipal Affairs – December 4<sup>th</sup>, 2019 letter regarding the release of various grant allocations ending 2019, and the future of the Municipal Sustainability Initiative program.
  - (104 - 107) c) AUMA, Police Funding Model – December 5<sup>th</sup>, 2019 email outlining the most recent discussion regarding the proposed police funding model. Included as an attachment is a breakdown of the latest iteration of anticipated costs to local municipalities, including Nakamun Park, all of which are recording notably lower requisitions than presented in previous models.
  - (108) d) Government of Alberta, Justice and Solicitor General – December 11<sup>th</sup>, 2019 email confirmation that the government intends to issue invoices related to the Police Funding Model beginning in January of 2021 giving municipalities an additional budget cycle to work in any cost adjustments. Administration is considering working some costs into the 2020 budget to help ensure moderate adjustments to mill rates under the three-year operating plans. By working in an extra year, we may be able to absorb this new cost as a series of smaller 0.6% increases rather a shock of a 1.2% increase in one year.
  - (109-116) e) Government of Alberta, Municipal Affairs – December 2019 correspondence from the Minister regarding changes to the Intermunicipal Collaboration Framework and related requirements for Intermunicipal Development Plans, as introduced in Bill 25.

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- (117-120) f) Town of Onoway, Onoway Fire Services – December 19<sup>th</sup>, 2019 letter confirming renewal of the underlying fire services agreement with North West Fire and Rescue.
- (121-124) g) Town of Mayerthorpe – CPO Reports for October and November 2019.
11. Closed Meeting a) - N/A
12. Next Meeting Date a) Schedule the next regular council meeting for February 19<sup>th</sup>, 2020.
13. Adjournment

### Upcoming Meetings:

February 19<sup>th</sup>, 2020 – Regular Council Meeting  
February 29<sup>th</sup>, 2020 – SVLSACE  
March 18<sup>th</sup>, 2020 – Regular Council Meeting

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY NOVEMBER 18<sup>th</sup>, 2019 AT 5:00 P.M. AT THE ONOWAY CIVIC CENTRE.

	<b>PRESENT</b>	<p>Mayor: Marge Hanssen  Deputy Mayor: Carleigh LeClair (arrived 5:18 p.m.)  Councillor: Harry Kassian</p> <p>Administration: Dwight Moskalyk, CAO</p> <p>Appointments: n/a</p> <p>Absent: n/a</p> <p>Public Works: n/a  Public at Large: n/a</p>
1.	<b>CALL TO ORDER</b>	Mayor Hanssen called the meeting to order at 5:03 p.m.
2.	<b>AGENDA</b> 171 - 19	<p><b>MOVED</b> by Councillor Kassian that the November 18<sup>th</sup>, 2019 regular council meeting agenda be approved with the following additions:</p> <p>a) Business Item 6(g) – Interim Budget 2020 (Attached: Request For Decision).</p> <p>b) Business Item 6(h) – Ste. Anne Regional Emergency Management Agency, Appointment of Deputy Director of Emergency Management for Management Committee.</p> <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>MINUTES</b> 172 – 19	<p><b>MOVED</b> by Mayor Hanssen that the minutes of the October 15<sup>th</sup>, 2019 regular council meeting be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
4.	<b>APPOINTMENT</b>	n/a
5.	<b>BYLAW</b>	n/a
6.	<b>BUSINESS</b>  173 – 19          174 – 19	<p><b>MOVED</b> by Mayor Hanssen that council authorize the allocation of the 2019 Yellowhead Regional Library per capita budget material allocation, totaling \$72.00, and the 2020 Yellowhead Regional Library -Library Services Grant, estimated to be \$199.80, to the Onoway Public Library and authorize execution of October 30<sup>th</sup>, 2019 Allocation Summary Letter expressing the same.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Mayor Hanssen that council ratify the attendance of council and administration at the November 4<sup>th</sup>, 2019 Rural Crime Tour Town Hall on Policing with Minister Schweitzer, Solicitor General of Alberta in Calahoo, Alberta .</p> <p style="text-align: right;"><b>CARRIED</b></p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY NOVEMBER 18<sup>th</sup>, 2019 AT 5:00 P.M. AT THE ONOWAY CIVIC CENTRE.

	<p>5:18p.m. - C. LeClair</p> <p>175 – 19</p> <p>176 – 19</p> <p>177 – 19</p> <p>178 – 19</p> <p>179 – 19</p> <p>180 - 19</p>	<p>5:18 p.m. - Deputy Mayor Carleigh LeClair enters the meeting.</p> <p><b>MOVED</b> by Mayor Hanssen that council authorize the Summer Village of Nakamun Park to engage in fire service contract negotiations through Onoway Regional Fire Services, with the expressed intent of renewing the existing fire services agreement subject to the outcome of these negotiations.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Kassian that council authorize the attendance of council and administration at the 2020 Brownlee LLP Emerging Trends Law Seminar scheduled for February 13<sup>th</sup>, 2020 in Edmonton, Alberta, at the referenced cost of \$180.00 per registrant, plus expenses.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Kassian that council authorize a \$100.00 donation towards the Farm Safety Centre annual farm safety and education program for fiscal year 2020.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Kassian that council set December 15<sup>th</sup>, 2019 as the deadline for councillors to complete their 2019 Chief Administrative Officer Evaluations and submit same to Mayor Hanssen to compile and review with Chief Administrative Officer Moskalyk.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Kassian that council approve a 2020 Interim Operating Budget equivalent in amount to one-half the approved 2019 operating budget AND THAT that is 2020 Interim Operating Budget cease to be of force or effect once the 2020 Operating Budget is approved.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Deputy Mayor LeClair that council appoint Deputy Mayor Carleigh LeClair as Deputy Director of Emergency Management for the Summer Village of Nakamun Park, including authorization to participate in the Ste. Anne Regional Emergency Management Agency, Management Committee.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<p>7.</p>	<p><b>FINANCIAL</b></p> <p>181 – 19</p> <p>182 - 19</p>	<p><b>MOVED</b> by Mayor Hanssen that the Income and Expense Statements for the period ending September 30<sup>th</sup>, 2019 be accepted for information as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Councillor Kassian that the Grant Report as of October 31<sup>st</sup>, 2019 be accepted for information as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY NOVEMBER 18<sup>th</sup>, 2019 AT 5:00 P.M. AT THE ONOWAY CIVIC CENTRE.

8.	<b>COUNCIL REPORTS</b> 183 - 19	<p><b>MOVED</b> by Deputy Mayor LeClair that the council reports be accepted for information as verbally presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
9.	<b>ADMINISTRATION /PUBLIC WORKS REPORTS</b> 184 – 19	<p><b>MOVED</b> by Councillor Kassian that the Administration and Public Works report be accepted for information as verbally presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
10.	<b>INFORMATION / CORRESPONDENCE</b>  185 - 19	<p><b>MOVED</b> by Deputy Mayor Carleigh that the following correspondence be accepted for information as presented:</p> <ul style="list-style-type: none"> <li>a) Town of Mayerthorpe – CPO Reports September 2019</li> <li>b) Government of Alberta, Services Alberta – October 31st, 2019 letter re: broadband internet connectivity. Administration has prepared a letter confirming our administrative contacts as requested.</li> <li>c) Lac Ste. Anne County, Joint Media Release – October 9th, 2019, Government of Alberta Draft Police Funding Model Proposal.</li> <li>d) Town of Mayerthorpe, Police Costing Model – October 15th, 2019 letter in response to the proposal.</li> <li>e) Government of Alberta, Environment and Parks – October 23rd, 2019 letter responding to council’s letter re: concerns with the application process (boat launch application processing time).</li> <li>f) Darwell Lagoon Commission – October 15th, 2019, appointment of Mike Yakemchuk as commission project manager for future Darwell Regional Lagoon line expansions.</li> <li>g) Alberta Urban Municipalities Association, 2019 Budget Analysis and Convention Feedback – Attached are two documents for council’s information; one is the October 10th, 2019 AUMA Convention recap email and the second is the October 25th, 2019 analysis of the provincial budget.</li> </ul>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY NOVEMBER 18<sup>th</sup>, 2019 AT 5:00 P.M. AT THE ONOWAY CIVIC CENTRE.

		<p>h) Alberta Capital Finance Authority – November 7th, 2019 letter advising of the process for dissolving the ACFA (as referenced in the provincial budget). Administration is checking to see if we are a shareholder and need to take further steps.</p> <p>i) Government of Alberta, Municipal Affairs – September 30th, 2019 letter detailing the results of our 2019 Municipal Indicators Review. This process reviews 13 key indicators for municipal viability.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>11.</b>	<b>CLOSED MEETING</b>	n/a
<b>12.</b>	<b>NEXT MEETING</b>	
	186 - 19	<p><b>MOTION</b> by Mayor Hanssen that the regularly scheduled meeting planned for December 18<sup>th</sup>, 2019 be cancelled.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	187 - 19	<p><b>MOTION</b> by Mayor Hanssen that the next regularly scheduled meeting be held on Wednesday January 15<sup>th</sup>, 2020 at 5:00 p.m. in the Town of Onoway Council Chambers.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>13.</b>	<b>ADJOURNMENT</b>	Mayor Hanssen declared the meeting adjourned at 7:10 p.m.

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Mayor Marge Hanssen

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Chief Administrative Officer Dwight Moskalyk

MINUTES OF THE SPECIAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON FRIDAY DECEMBER 6<sup>th</sup>, 2019 AT 3:30 P.M.. AT THE ONOWAY CIVIC CENTRE.

	<b>PRESENT</b>	<p>Mayor: Marge Hanssen (via Teleconference)  Deputy Mayor: Carleigh LeClair (via Teleconference)  Councillor: Harry Kassian</p> <p>Administration: Dwight Moskalyk, CAO</p> <p>Absent: n/a</p> <p>Public Works: n/a  Public at Large: n/a</p>
1.	<b>CALL TO ORDER</b>	Mayor Hanssen called the meeting to order at 3:30 p.m..
2.	<b>AGENDA</b> 188 - 19	<p><b>MOVED</b> by Councillor Kassian that the agenda for the Friday December 6<sup>th</sup>, 2019 Special Meeting be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>CONSENT FOR SPECIAL MEETING</b>  189 - 19	<p><b>MOVED</b> by Mayor Hanssen that Council give Unanimous Consent to hold the December 6<sup>th</sup>, 2019 Special Meeting as detailed, to discuss the matter of Bylaw 2019-7 and the revised Ste. Anne Summer Villages Regional Emergency Management Partnership Agreement.</p> <p style="text-align: right;"><b>CARRIED UNANIMOUSLY</b></p>
4.	<b>BUSINESS</b>  190 - 19  191 - 19  192 - 19	<p><b>MOVED</b> by Councillor Kassian that Bylaw 2019-7, being a bylaw which establishes a regional emergency advisory committee and a regional emergency management agency, approves the Ste. Anne Summer Villages Regional Emergency Management Partnership Agreement, 2019 revision, and generally provides for emergency management of the municipality and partner municipalities, be given first reading.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Mayor Hanssen that Bylaw 2019-7 be given second reading.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Mayor Hanssen that council give unanimous consent for Bylaw 2019-7 to receive third and final reading.</p> <p style="text-align: right;"><b>CARRIED UNANIMOUSLY</b></p>

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MINUTES OF THE SPECIAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON FRIDAY DECEMBER 6<sup>th</sup>, 2019 AT 3:30 P.M.. AT THE ONOWAY CIVIC CENTRE.

	193 - 19	<b>MOVED</b> by Councillor Kassian that Bylaw 2019-7 be given third and final reading.  <b>CARRIED</b>
5.	<b>CLOSED MEETING</b>	<u>N/A</u>
6.	<b>ADJOURNMENT</b>	Mayor Hanssen declared the meeting adjourned at 3:55 P.M.

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Mayor Marge Hanssen

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Chief Administrative Officer Dwight Moskalyk

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## Summer Village of Nakamun Park Request For Decision (RFD)

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw #2020-1, Procedural Bylaw (Rescinds #2002-1)</b>
<b>Agenda Item Number:</b>	<b>5(a) – Regular Meeting Business Item 5(a)</b>

### **BACKGROUND/PROPOSAL:**

Having worked through the set of recommended policies, the next step in the Bylaw and Policy Project is to review some fundamental municipal bylaws. The first bylaw administration is bringing forward is a new procedural bylaw, referenced as Bylaw #2020-1.

The procedural bylaw provides direction on how meetings, and by extension the business of the municipality, are initiated, conducted and accessible to stakeholders. The previous version of the procedural bylaw was passed in 2002 and is due for some notable updates, including recent clarifications on proper procedure for holding closed meetings and incorporating reference to the Council Code of Conduct. The heart of meeting procedure is based on Robert's Rules of Order, but council can amend, broaden or narrow that reference to ensure meeting are conducted in a way that works for their community, if done so through bylaw. The goal is to ensure that the rules Council sets are codified and applied consistently.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Administration has drafted the attached revised procedural bylaw on the new bylaw format.

Bylaw #2020-1 addresses the recent changes to the Municipal Government Act and is constant with the current procedural practices of the municipality. Bylaw #2020-1 also incorporates some important best practice concepts and removes some of the ultra vires language which seemed to conflict with, or attempt to override, superseding legislation (the MGA; for example in reciting the requirement for an Organizational Meeting prior to August 31<sup>st</sup> annually).

The procedural bylaw is one of the critical documents municipal affairs will be reviewing during the Municipal Accountability Program (MAP) Review.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no expected costs that would result from passing Bylaw #2020-1, as drafted and presented.

### **RECOMMENDED ACTION:**

1. Council review Bylaw #2020-1 and pass first reading, second reading, unanimous consent for third reading, and third and final reading during the January 15<sup>th</sup>, 2020 regular meeting.

<b>Initials show support – Reviewed By:</b>	<b>CAO: D. Moskalyk</b>
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**A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK IN THE  
PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND  
CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS.**

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

**NOW THEREFORE**, the Council of the Summer Village of Nakamun Park hereby enacts as follows:

**Citation**

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

**Definitions**

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

### **Application**

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

### **Severability**

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

### **General**

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

### **Meetings**

11. The regular meetings of Council shall be established by resolution of Council at its annual organizational meeting and shall prescribe the intended date (or recurring day of the month), time and location of the meeting, respecting the availability of current council and the expressed desire to make public engagement as convenient as reasonably possible.
12. Special meetings of Council shall be established as required by Council according

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to the provisions of the Municipal Government Act and the public shall be given notice.

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

### **Conduct of Meetings**

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

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

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not be debated except as to the time when the matter will again be considered.

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

### Delegations

40. A person or a representative of any delegation or group of persons who wish to

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bring any matter to the attention of Council, or who wish to have any matter considered by Council shall address a letter or other written communication to the Council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, the phone number of the writer and, if available, the email address of the writer and delivered or mailed to the CAO. The letter must arrive by 1:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.

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

### **Rules of Order**

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

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

46. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 1:00 p.m. on a business day at least five (5) days before the meeting.

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47. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 p.m. two (2) days before the meeting.
48. Where the deadlines in section 47 and 48 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
49. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
  1. Call to Order
  2. Agenda Adoption
  3. Minutes Adoption
  4. Appointments
  5. Bylaws/Policies
  6. Business
  7. Financial
  8. Council Reports
  9. Administration Reports
  10. Information & Correspondence
  11. Closed Meeting
  12. Next Meeting Date
  13. Adjournment
50. The order of business established in section 50 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
51. Standing Committees of Council shall be established and governed by policy or bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw.

### **Recording of the Minutes**

52. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
53. If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the minutes.
54. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting.

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**Bylaws**

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

**Website**

62. The Regular Council Meeting agenda will be posted on the Summer Village website prior to the Council meeting after it is prepared and distributed to Council.
63. Special Council Meeting agendas will be posted on the Summer Village website prior to the Special Council Meeting after it is prepared and distributed to Council.
64. Unapproved meeting minutes are to be posted on the Summer Village website within seven (7) business days of the meeting.
65. Approved minutes are to be posted on the Summer Village website within seven

(7) business days of the meeting.

66. Other items will be posted on the Summer Village website as directed by the CAO or designate.

This Bylaw repeals Bylaw #2002-01 and comes into full force and effect upon third and final reading.

**READ** a first time this 15<sup>th</sup> day of January, 2020.

**READ** a second time this 15<sup>th</sup> day of January, 2020.

**UNANIMOUS CONSENT** to proceed to third reading this 15<sup>th</sup> day of January, 2020.

**READ** a third and final time this 15<sup>th</sup>, day of January, 2020.

**SIGNED** this 15<sup>th</sup> day of January, 2020.

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Mayor, Margaret Hansen

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Chief Administrative Officer, Dwight Moskalyk

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SUMMER VILLAGE OF NAKAMUN PARK  
APPENDIX A

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

General duties of Councillors

153

Councillors have the following duties:

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

SUMMER VILLAGE OF NAKAMUN PARK  
APPENDIX B

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

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

1994 cM-26.1 s154;1995 c24 s21



SUMMER VILLAGE OF NAKAMUN PARK  
APPENDIX C

Public Hearing Procedure

Policy

Council may adopt a procedure for statutory public hearings.

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

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

Public Hearing Principles:

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

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

Public Hearing Procedures

Definitions

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

SUMMER VILLAGE OF NAKAMUN PARK PUBLIC HEARING

Date Time

Bylaw #

\*\*\*

INTRODUCTION & PROCEDURES

1 (Chairman) "The following Public Hearing is held pursuant to the Municipal Government Act"

2 (Chairman) "The following rules of conduct will be followed during the Public Hearing:"

Presentation should be brief and to the point

The order of presentation shall be

- o Entry of written submission
- o Comments from the \*\*\*\*
- o Those supporting the Bylaw
- o Those opposing the Bylaw
- o Any other person deemed to be affected by the Bylaw

The Public Hearing purpose is "to receive comments from any interested parties on the proposed Bylaws"

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT





## **Summer Village of Nakamun Park Request For Decision (RFD)**

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw #2020-2, Procedural Bylaw (Rescinds #2019-6)</b>
<b>Agenda Item Number:</b>	<b>5(b) – Regular Meeting Business Item 5(b)</b>

### **BACKGROUND/PROPOSAL:**

Council approved a new Fees and Charges Bylaw late in 2019, referenced as Bylaw #2019-6. Since the adoption of #2019-6, the Highway 43 East Waste Commission has advised stakeholders that, for those members who continue to use the Garbage Bag Token System to access the landfill, the cost of tokens has increased.

The Summer Village of Nakamun Park is a member that continues to use the token system. In the village, Bill Burrell maintains an inventory of tokens, residents purchase tokens from Mr. Burrell as needed, and Mr. Burrell forwards the revenue collected from the sale of tokens to the office at regular intervals throughout the year; when token inventory gets low, Mr. Burrell contacts Lac Ste. Anne County (who administers Highway 43 East Waste Commission) and arranges for additional tokens to be sent, along with the invoice, to the summer village administration office. While this system continues to work for the village, I am asking that Council passes a new Fees and Charges Bylaw to include this fee; although the revenue is ultimately a run-through cost that we collect for and pay out to the Waste Commission, it does reflect in our budget and it does require that our agent (Mr. Burrell) lawfully collects a fee – which would be provided for if it is included in the bylaw.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Administration has prepared a new Fees and Charges Bylaw, Bylaw #2020-2, on the new bylaw format. This bylaw includes a new line under Administrative Fees (Schedule A) for Waste Collection Tokens, and references the current amount being charged for these tokens.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable costs to the municipality that would result from passing Bylaw #2020-2. Certainly the increase in token price, from \$1.25/token to \$1.75/token, will result in a higher cost to users. However, the municipality is not out-of-pocket as the amount we pay for the tokens is directly reimbursed by the sale revenue of those tokens.

### **RECOMMENDED ACTION:**

1. Council review Bylaw #2020-2 and pass first reading, second reading, unanimous consent for third reading, and third and final reading during the January 15<sup>th</sup>, 2020 regular meeting.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

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**THIS IS A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, TO BE KNOWN AS THE SUMMER VILLAGE OF NAKAMUN PARK FEES & CHARGES BYLAW.**

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WHEREAS, in accordance with the *Municipal Government Act*, a municipality has the authority to establish fees and charges for the provision of goods and services;

AND WHEREAS, the Summer Village of Nakamun Park wishes to establish, in a bylaw, certain fees and charges.

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

1. That this Bylaw may be cited as the "FEES and CHARGES BYLAW".
2. That the Summer Village of Nakamun Park shall charge fees as established in Schedule A, 'The Fee Schedule', attached hereto.
3. Bylaw #2019-6 is hereby repealed.
4. THAT this BYLAW shall come into force and have effect on the date of the third and final reading.

Read a first time on this 15<sup>th</sup> day of January 2020

Read a second time on this 15<sup>th</sup> day of January 2020.

Unanimous Consent to proceed to third reading on this 15<sup>th</sup> day of January 2020.

Read a third and final time on this 15<sup>th</sup> day of January 2020.

Signed this 15<sup>th</sup> day of January 2020

\_\_\_\_\_  
Mayor, Marge Hanssen

\_\_\_\_\_  
Chief Administrative Officer, Dwight Moskalyk

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SCHEDULE 'A' – Page 1 of 2	
BYLAW #2020-2 FEES & CHARGES	
<b>Summer Village of Nakamun Park</b>	
<b>ADMINISTRATIVE FEES</b>	
REQUEST FOR COPIES OF VILLAGE DOCUMENTS PER REQUEST	\$25
COST OF COPIES PER COPY	\$0.50
SPECIAL SERVICES RATE PER HOUR	\$75
TAX CERTIFICATE	\$25
WEBSITE ADVERTISING FEE (ANNUAL, BUSINESS CARD SIZE)	\$100
WASTE COLLECTION TOKENS (PER TOKEN (2019), AS AMENDED BY HIGHWAY 43 EAST WASTE COMMISSION FROM TIME TO TIME)	\$1.75
<b>APPEAL/AMENDMENT FEES</b>	
ASSESSMENT APPEAL FEE (Refundable if applicant is successful)	\$50
DEVELOPMENT APPEAL FEE (Refundable if applicant is successful)	\$200
SUBDIVISION APPEAL FEE	\$200
LAND USE BYLAW AMENDMENT FEE	\$2,000
<b>DEVELOPMENT FEES</b>	
DEVELOPMENT PERMITS - DWELLINGS	\$300
DEVELOPMENT PERMITS - ADDITIONS	\$150
DEVELOPMENT PERMITS - ACCESSORY	\$100
DEVELOPMENT PERMITS - SEPTIC, CISTERN, FENCE	\$50
DEVELOPMENT PERMITS - DEMOLITION	\$50
DEVELOPMENT PERMITS - COMMERCIAL	\$200
LETTER OF COMPLIANCE - STANDARD	\$95
LETTER OF COMPLIANCE - RUSH	\$190
PLAN CANCELLATION BYLAW (LOT CONSOLIDATION)	\$400
PLAN CANCELLATION BYLAW REGISTRATION	\$35
BUILDING PERMITS	AS PER
ELECTRICAL PERMITS	SAFETY CODES
PLUMBING PERMITS	SERVICE PROVIDER
GAS & HEATING PERMITS	FEES

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<b>SCHEDULE 'A' – Page 2 of 2</b>	
<b>BYLAW #2020-2 FEES &amp; CHARGES</b>	
<b>Summer Village of Nakamun Park</b>	
<b>SUB-DIVISION FEES</b>	
Subdivision fees at application for up to 3 lots, including any remainder	\$700 + \$100 per lot
Subdivision fees at application for 4 or more lots, including any remainder	\$700 + \$250 per lot
Separation of Titles (MGA 652 (4))	\$700
Condominium Plan Consent	\$50 per unit
Extension	\$250
Re-circulation	\$250
Fee at Endorsement **Endorsement fees are charged at time of endorsement for all subdivisions except Separation of Titles	\$100 + (\$150 per lot)
Current Land Title	\$12 (per title)
Air Photo	\$7 (per photo)
<b>RE-DISTRICTING/RE-ZONING FEES</b>	
Re-districting application	\$2,000
Amend Municipal Development Plan	\$2,000
Amend Land Use Bylaw	\$2,000
Amend Provision of a Statutory Plan	\$2,000
Adoption of New Statutory Plan	\$2,000
<i>GST will be charged where applicable.</i>	



## **Summer Village of Nakamun Park Request For Decision (RFD)**

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Council Policy C-COU-AUTH-1, Signing or Authorization of Municipal Documents Policy</b>
<b>Agenda Item Number:</b>	<b>5(c) – Regular Meeting Business Item 5(c)</b>

### **BACKGROUND/PROPOSAL:**

Resulting from Administration's involvement in some earlier Municipal Accountability Program (MAP) Reviews, we have become aware that unless otherwise authorized by Council, all municipal documents and instruments of any kind would require expressed authorization by Council in order to be lawfully executed, and would require dual signatures in most, if not all, cases.

This requirement makes sense in some cases (signing of cheques, for example). However, in many cases this unduly impedes efficient operation of the municipality and it has become common practice to forgo dual signatures on some regular business items in most municipalities. The Act allows for this, but very few of us have ever considered the necessary policy framework. Policy C-COU-AUTH-1 creates the necessary framework.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

C-COU-AUTH-1 is a codification of current, and long-standing, practice. Section 213(1), 213(2), 213(3) and 213 (4) all require two signatures, speaking respectively to approval of official meeting minutes, approval of official council committee meeting minutes, bylaws and agreements, cheques, and other negotiable instruments.

C-COU-AUTH-1, clause 3, defines the specific assignment of sole signing authorization to the CAO or designate, as allowed for under 214(4). The intent of this assignment is to allow for timely processing of municipal business in certain situations.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable costs to the municipality that would result from passing Policy C-COU-AUTH-1, and in fact would have the potential for some cost savings (i.e. travel costs to get documents signed).

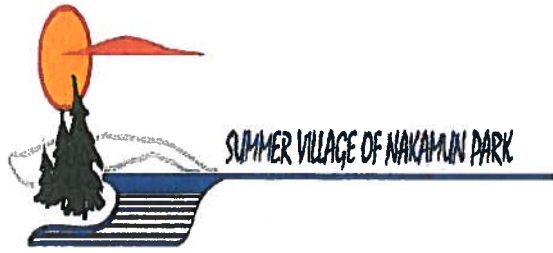
### **RECOMMENDED ACTION:**

1. Council review Policy C-COU-AUTH-1 and approve same during the January 15<sup>th</sup>, 2020 regular meeting.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

(26)



# Summer Village of Nakamun Park

## Council Policy

Number	Title			
C-COU-AUTH-1	<b>SIGNING OR AUTHORIZATION OF MUNICIPAL DOCUMENTS POLICY</b>			
Approval	Originally Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	January 15 <sup>th</sup> , 2020

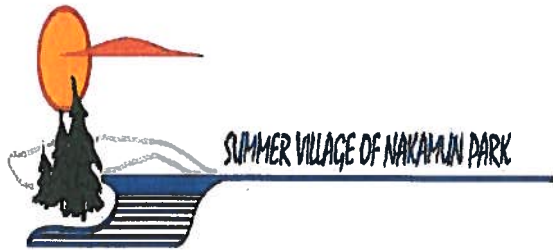
### Purpose

Whereas Council for the Summer Village of Nakamun Park, having duly passed a Chief Administrative Officer (CAO) and /or Designated Officers bylaw which authorizes the CAO or Designated Officer(s) to exercise all of the powers, duties and functions assigned by Council and/or defined and assigned under the Municipal Government Act (MGA), Council further refines the critical duties of signing or authorizing municipal documents, as per Section 213 of the Act. Specifically, Council wishes to authorize the CAO/designated officer(s) to be granted sole authority to exercise certain instruments as allowed under 213(4). Doing so will ensure efficient execution of municipal business.

### Policy Statement

- 1) Council, through various bylaws and policies or resolution of Council, duly passed, authorize the municipality to purchase, garner, solicit or otherwise engage and procure services or assets. As those actions often require the signed commitment of the municipality by way of an executed instrument, Council assigns, in certain instances, the authority to execute such documents where same have been previously authorized by Council, explicitly (as in an agreement) or implicitly (as through general budget approval).
- 2) For clarity:
  - a) Section 213(1) requires two signatures;
  - b) Section 213(2) requires two signatures;
  - c) Section 213(3) requires two signatures;

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# Summer Village of Nakamun Park

## Council Policy

- d) Section 213(4) requires two signatures, except where (3) of this policy applies.
- 3) Issuing of sole authority to execute municipal documents, as per 213(4), shall be as follows:
- CAO or designate may solely sign or authorize execution of:
- a) payment of services or procurements – as per purchasing policy as long they form part of the approved budget;
  - b) letters or instruments of engagement, so long as they have been approved by Council in substance;
  - c) policies, administrative correspondence and directives as applicable;
  - d) any other agreement, cheque or negotiable instruments as long as the substance of same has been approved by Council.

**Legal References:** MGA Sections 207, 210; 213

**Cross References:**

**Revisions:**

Resolution Number	MM/DD/YY

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## **Summer Village of Nakamun Park Request For Decision (RFD)**

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Quality Management Plan (2020) – Safety Codes/Development</b>
<b>Agenda Item Number:</b>	<b>6(a) – Regular Meeting Business Item 6(a)</b>

### **BACKGROUND/PROPOSAL:**

The Summer Village of Nakamun Park is an accredited municipality as it relates to Safety Codes. This means that we have one authorized Safety Codes service provider for the municipality. In our case, Superior Safety Codes works with developers, and our development department, to ensure constructions meet the criteria of the various levels of government policy in respect to aesthetics, building construction, plumbing, electrical and gas installations standards. It also means that the municipality has some flexibility in defining the process aspect to this relationship and is responsible for coordinating the annual review process. The nature of the relationship between the municipality and our accredited service provider is defined by the contract, but also by the Quality Management Plan (QMP) that is approved by Council and accepted, on review, by the Safety Codes Council – the provincial regulator – to ensure compliance within the accreditation framework.

CAO Moskalyk met with Mr. Len Ranch, an Audit Field Officer with the Safety Codes Council, on November 15<sup>th</sup>, 2019 to review several matters, including the municipality's QMP. It was noted during this meeting that the Summer Village of Nakamun Park has not updated their QMP since 2002 and that we should consider doing so. The most current QMP version offered by Safety Codes Council was drafted in 2016.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Working with our accredited safety codes service provider, Superior Safety Codes, Administration has prepared an updated QMP for the municipality, referenced as Quality Management Plan (2020). This QMP incorporates recent administrative changes, such as the appointment of Tori Message as QMP Manager. The new QMP also makes some important process changes, many of which were noted and expressly recommended by Mr. Ranch, including amending the value thresholds for different classes of projects and updating the number of inspections required for these various classes of projects. An example of this change would be a Part 9 new construction single family home (Group C) with major works valued at more than \$50,000 now requiring at minimum 3 inspection stages, whereas under the existing QMP this class of project threshold was \$20,000 and required only 2 inspections. There are similar reclassing and threshold/minimum inspection requirement updates in all the permit categories (building, electrical, gas, plumbing) – mostly related to single family dwellings – with the goal of inspecting more on new buildings or major renovations.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable costs to the municipality that would result from adopting Quality Management Plan (2020). There will be an increase in the minimum number of inspections for major and new constructions which does impact the construction costs paid by developers.

### **RECOMMENDED ACTION:**

1. Council review Quality Management Plan (2020) and approve same during the January 15<sup>th</sup>, 2020 regular meeting.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

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**Summer Village of Nakamun Park  
Quality Management Plan**

DRAFT

January 2020

DRAFT

# Summer Village of Nakamun Park

## Quality Management Plan

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This Quality Management Plan that includes  
*Schedule A – Scope and Administration,*  
*Schedule B – Operational Requirements and*  
*Schedule C – Technical Discipline Service Delivery Standards*  
has been accepted by the Administrator of Accreditation.

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Administrator of Accreditation

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Date



**Safety  
Codes  
Council**

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# Schedule A

## Scope and Administration

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## 1.0 SCOPE OF ACCREDITATION

The **Summer Village of Nakamun Park**, herein referred to as “The Municipality” will administer the Safety Codes Act (Act) including the pursuant regulations and codes and standards, and Alberta Amendments that are in force and applicable in the following technical discipline(s) within their jurisdiction:

<b>BUILDING</b>	
<input type="checkbox"/>	All parts of the: <ul style="list-style-type: none"> <li>National Building Code – 2019 Alberta Edition</li> </ul>
<input type="checkbox"/>	Only those parts of the National Building Code – 2019 Alberta Edition pertaining to small buildings being 3 storeys or less in height, having a building area of 600m <sup>2</sup> or less and used as major occupancies classified as Group C - residential, Group D - business and personal services, Group E - mercantile, or Group F2 and F3 - medium and low hazard industrial
<b>ELECTRICAL</b>	
<input type="checkbox"/>	All parts of the: <ul style="list-style-type: none"> <li>Canadian Electrical Code Part 1</li> </ul>
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Alberta Electrical Utility Code</li> </ul>
<b>PLUMBING</b>	
<input type="checkbox"/>	All parts of the: <ul style="list-style-type: none"> <li>National Plumbing Code of Canada, and</li> <li>Alberta Private Sewage Systems Standard of Practice.</li> </ul>
<b>GAS</b>	
<input type="checkbox"/>	All parts of the: <ul style="list-style-type: none"> <li>Natural Gas and Propane Installation Code,</li> <li>Propane Storage and Handling Code, and</li> <li>Compressed Natural Gas Fuelling Stations Installation Code.</li> </ul> <b>Excluding the:</b> <ul style="list-style-type: none"> <li>Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, and</li> <li>Natural Gas for Vehicles Installation Code Compressed Natural Gas.</li> </ul>



## 2.0 Quality Management Plan Administration

### *Summer Village of Nakamun Park*

The Municipality is responsible for the administration, effectiveness and compliance with this Quality Management Plan (QMP).

The Municipality will provide permitting, inspection and compliance monitoring services through its own staff and/or one or more accredited agencies. The Municipality will ensure that sufficient personnel, both administrative and technical, will be available to meet obligations and respond to the workload as required for quality administration of the Act and all applicable regulations and codes and standards within, as required by this QMP. All services will be performed in compliance with this QMP, in an effective, timely, professional and ethical manner, and with impartiality and integrity while working co-operatively with owners and/or the owner's representative(s).

The Municipality recognizes that should the required services be provided by an accredited agency; the Municipality will ensure that a formal contract for services is in place. The Municipality understands that they are responsible to effectively manage the contract with the accredited agency to ensure that the accredited agency is adhering to the service delivery standards of the approved QMP of the Municipality. Contracts with accredited agencies will include a statement that ensures that all SCOs will have the right to work in atmosphere free of undue influence and hold the discretionary authority to perform their duties as outlined in the Act.

The Municipality will maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCOs) working for the Municipality will have the ability and opportunity to independently make decisions relative to compliance monitoring, without undue influence of management, appointed or elected officials, or any other party.

The Municipality recognizes that the Safety Codes Council herein referred to as the "Council" or its representative may review/audit for compliance to this QMP, the Act, and Council policies. The Municipality will fully cooperate with the Council on matters that relate to the administration of the QMP including the review and audit process. The Municipality recognizes that the Council has full and unfettered access to all records of the Municipality relating to the provision of services under this QMP including the right to enter the Municipality premises at any reasonable time in order to inspect, review, audit, or retrieve such records. The Municipality will implement the recommendations of the reviewer/ auditor and the Administrator of Accreditation.

The Municipality, in the event that it ceases to administer the Act for any new thing, process, or activity to which the Act applies, will retain the responsibility for services provided under the Act while accredited, including the administration and completion of services for permits issued.

The Municipality has identified a QMP Manager who is responsible for the administration of the QMP.

The Municipality recognizes that failure to follow this QMP may result in suspension or cancellation of the Municipality's accreditation.

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## 2.1 Personnel

The Municipality will employ, retain, or otherwise engage:

- SCOs who are appropriately certified and designated to carry out the provisions of the QMP, and
- persons knowledgeable with the Act, regulations, codes, standards, Council policies, and other applicable legislation relative to the services to be provided.

SCOs shall have authority and freedom of discretion to:

- provide safety codes consultation,
- review plans,
- issue permits,
- carry out an inspection for anything, process, or activity to which this Act applies for the purpose of ensuring compliance with the Act,
- issue reports and correspondence,
- accept verification of compliance,
- review alternative solution proposals,
- issue variances,
- issue Orders,
- engage in enforcement action,
- conduct investigations,
- require professional engagement, and
- re-inspect.

A registry of all SCOs and permit issuers whether employed or through a contracted accredited agency, that provide services pursuant to this QMP will be maintained and made available to the Council or auditors upon request. This registry will include SCO certification level(s) and designation of powers.

The Municipality acknowledges the responsibilities of the SCOs and the requirement to obtain training to maintain SCO certification.

The Municipality will ensure that its employed SCOs will attend update training/development as required by the Council to maintain current SCO certification and competency including but not limited to changes in:

- the Act,
- regulations under the Act,
- codes and standards mandated by the Act,
- procedures under the Act,
- Council policies and directives,
- Administrator directives,
- assigned duties, and
- professional development.

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The Municipality will ensure that all staff, SCOs, permit issuers, and contract personnel performing duties under the Act are aware of the content of this QMP and any revisions. The Municipality will



ensure its officers, staff, SCOs, contracted personnel, and contracted accredited agencies have access to a copy of this QMP, the Act, and regulations. The Municipality will train its involved staff and SCOs in the requirements of this QMP, and maintain the training records on the employee file.

The Municipality will ensure that the employed SCO(s) and staff follow the QMP.

## **2.2 Freedom of Information and Confidentiality**

The Municipality will ensure that all staff, SCOs, permit issuers, and contracted personnel preserve confidentiality with respect to all information and documents that come to their knowledge from their involvement with the administration of this QMP. The *Freedom of Information and Protection of Privacy Act R.S.A. 2000, c F-25* and its regulations apply to all information and records relating to, created, or collected under this QMP.

## **2.3 Council Levy**

The Municipality will collect the Council levy for each permit or service provided under the Act, and remits the levy to the Council in the manner and form prescribed by the Council.

## **2.4 Records**

The Municipality will maintain a file system for all records associated to administration of the Act and services provisions within the QMP including:

- permit applications and permits,
- plans, specifications, and other related documents,
- new home warranty verification as applicable,
- licensed residential builder verification as applicable,
- plans review reports,
- requests for inspections and services,
- inspection reports,
- investigation reports including supporting documentation,
- verifications of compliance,
- variances including application and supporting documentation,
- orders,
- Permit Services Reports (PSRs),
- related correspondence,
- a registry of contracts that relate to the administration of the QMP including any contracts with accredited agencies, and
- all other information that may be related to the administration of the Act.

The Municipality will retain the files and records for a period no less than three (3) years in accordance to Council policy or in accordance to the Municipality's records retention policy, whichever is greater.

All records and other material related to the services provided under the administration of this QMP are the property of the Municipality. Any records where an accredited agency (s) was involved will be returned to the Municipality within a reasonable time of completion of the service or upon request of the municipality.

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## **2.5 Revisions**

Revisions to the Scope, Administration, or Service Delivery Standard require resolution from the Municipality's Council. Revisions to the Operational Requirements or applicable forms used require the acceptance by the Chief Administrative Officer responsible for this QMP. All revisions require approval by the Administrator of Accreditation.

The Municipality will:

- maintain a registry of the SCOs and contracted accredited agencies that have been provided with a copy of this QMP and amendments, and
- immediately distribute copies of approved amendments to all registered holders of this QMP.

## **2.6 Permits / Permissions Administration**

The Municipality will collect all information required by the permit regulation and as outlined in the operational requirements section of this QMP.

Permissions for the purpose of administering the Act, is deemed to be the same as a permit.

## **2.7 Annual Internal Review**

The Municipality will conduct an annual internal review to evaluate the compliance and effectiveness of the municipality, staff, and QMP with respect to the administration of the municipality's accreditation. At the conclusion of the internal review, the Municipality will provide to the Council a summary comprised of all findings of the review including any successes, areas for improvement, and the methodology used to achieve improvement or correction signed by the Chief Administration Officer and the designated QMP Manager.

The annual internal review will be submitted to the Council no later than the last day of March, reporting on the previous calendar year of safety codes administration.

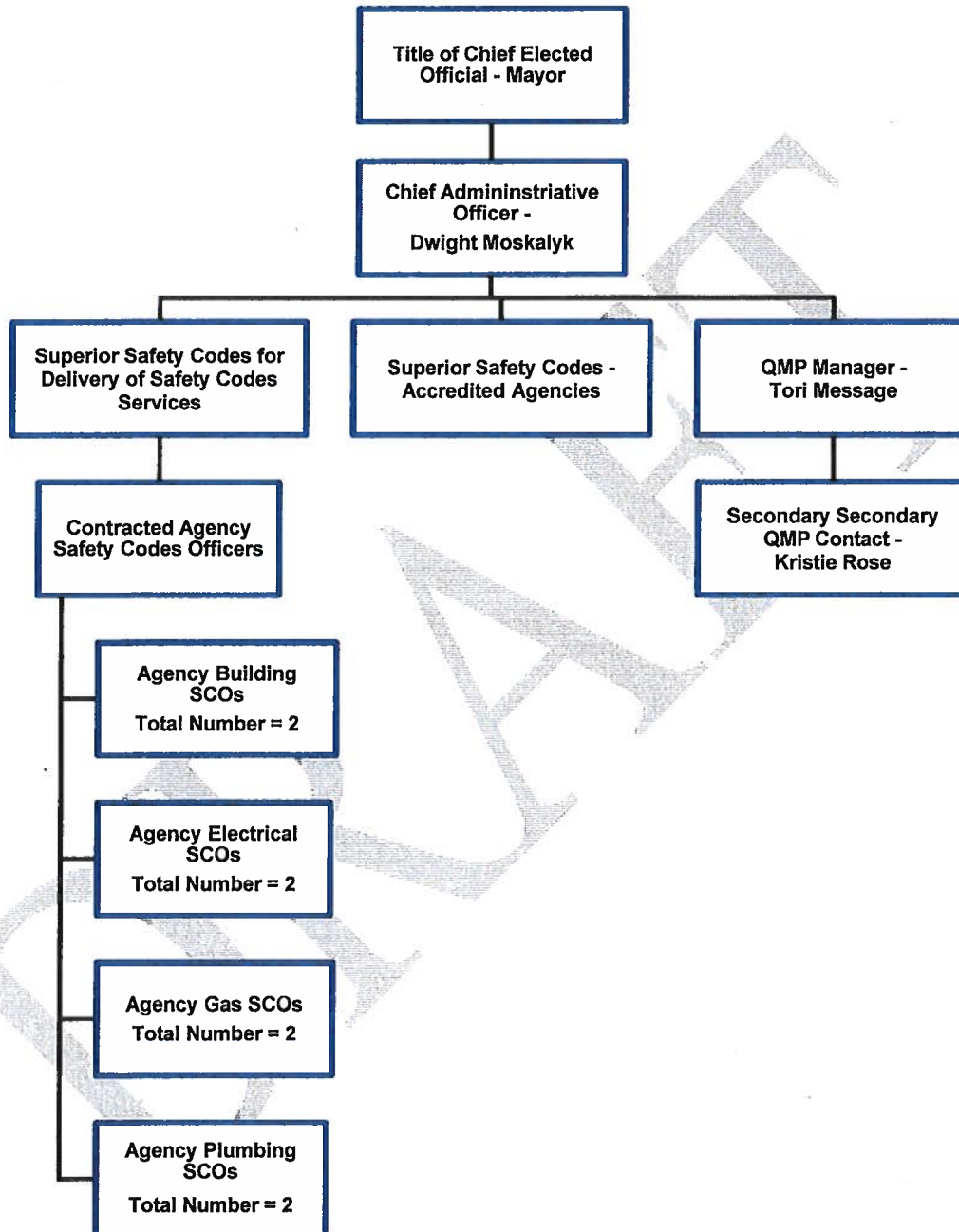
## **2.8 Declaration of Status**

The Municipality will ensure that any or all SCOs, staff, or officers, whether employed, retained or otherwise engaged by an accredited agency, will be an unbiased third party in any services provided under this QMP. This includes participation in any design, construction, installation or investigation activities for projects where they also provide compliance monitoring.

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## 2.9 Organizational Chart

### *Summer Village of Nakamun Park*



*The above organizational structure including the use and reporting relationship of accredited agencies only applies with respect to the administration of this QMP*

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## 2.10 Municipality Agreement

In accordance with Council Resolution # \_\_\_\_\_ of **January 15<sup>th</sup>, 2020** the **Summer Village of Nakamun Park** hereby provides agreement and signature to this QMP.

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.

\_\_\_\_\_  
Signature – Chief Administrative Officer

**Dwight Moskalyk, CAO**  
\_\_\_\_\_  
Name & Position Title

**January 15<sup>th</sup>, 2020**  
\_\_\_\_\_  
Date

**cao@svnakamun.com**  
\_\_\_\_\_  
Email Address

**Summer Village of Nakamun Park**  
\_\_\_\_\_  
Name of Municipality

**780-967-0271**  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature Chief Elected Official

**Marge Hanssen, Mayor**  
\_\_\_\_\_  
Name & Position Title

**January 15<sup>th</sup>, 2020**  
\_\_\_\_\_  
Date

**marge.hanssen@svnakamun.com**  
\_\_\_\_\_  
Email Address

**Box 1250**  
**Onoway, T0E 1V0**  
\_\_\_\_\_  
Municipality Address

**780-967-0431**  
\_\_\_\_\_  
Fax Number

## 2.11 Municipality QMP Manager Information

**Tori Message, QMP Manager**  
\_\_\_\_\_  
Name and Title of QMP Manager

**Summer Village of Nakamun Park**  
\_\_\_\_\_  
Name of Municipality

**tori@wildwillowenterprises.com**  
\_\_\_\_\_  
Email Address

**Box 1250**  
**Onoway, T0E 1V0**  
\_\_\_\_\_  
Municipality Address

**780-967-0271**  
**Phone Number**

**780-967-0431**  
**Fax Number**

## **2.12 Notices**

Any correspondence with regard to this QMP will be forwarded to both the Chief Administrative Officer and the QMP Manager of the Municipality.

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# Schedule B

## Operational Requirements

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## 3.0 Operational Requirements

### 3.1 Scope of Services

The operational requirements establish responsibilities and processes in order to provide compliance monitoring services under the Act, applicable regulations, and Council policy including as applicable but not limited to:

- code advice:
  - construction,
  - building upgrade programs,
  - development and implementation of fire safety plans, and
  - storage of dangerous goods.
- plans examinations:
  - new construction,
  - building upgrade programs,
  - residential secondary suites, and
  - fire safety plans with emphasis to addressing the risk to occupied residential buildings.
- permit/permission issuance:
  - construction,
  - renovations/alterations/reconstruction/demolition/additions, or other changes
  - occupancy permit
  - occupancy load certificates,
  - storage tank systems for flammable liquids and combustible liquids installation, alteration or removal, and
  - storage, purchase or discharge of fireworks.
- compliance inspections of work and occupancy:
  - construction,
  - renovations/alterations/reconstruction/additions,
  - occupancy loads and changes in occupancy,
  - fire safety plan practices with emphasis to addressing the risk to occupied residential buildings,
  - follow-up inspections of deficiencies and unsafe conditions,
  - post-occupancy of facilities identified, and
  - special or other activities addressed in the codes or at the discretion of the SCO.
- alternative solutions/variances,
- verification of compliance (VOC),
- collection and remittance of Council levies,
- issuance of Permit Services Reports,
- investigations, and
- maintain files and records.

### **3.2 Interdisciplinary Technical Coordination**

An effective safety codes system requires cooperation between technical disciplines.

Where possible or appropriate, SCOs from all technical disciplines will discuss/interact in relation to:

- inspections,
- subdivision applications,
- development permits,
- plans reviews,
- occupancy permits,
- occupancy load certificates,
- enforcement,
- closure of files, and
- areas of mutual interest.

### **3.3 Orders**

A SCO will issue and serve an order in accordance with the Act, the Administrative Items Regulation, and Council policy. Orders will be in the format prescribed by the Council. Upon compliance with an Order, a notice of compliance will be provided to the person(s) to whom the Order was served and to the Council.

A SCO will:

- prior to issuing an Order, first make every reasonable effort, including consultation with the QMP Manager or designate, to facilitate conformance with the Act,
- issue an Order if the SCO is of the opinion that all other reasonable efforts to obtain compliance with the act have failed,
- issue an Order in accordance with the Act, the Administrative Items regulation and Council policies,
- on issuance of an Order, immediately provide a copy to the Municipal QMP Manager or designate and the Council,
- a copy of the Order will be provided to the Council within 30 days of issuance,
- monitor the Order for compliance, and
- issue written acknowledgement of Order being satisfied to all parties to whom the originating Order was served and to the Council.

Orders may be appealed in accordance with the Act and Council policy.

The enforcement of an Order is the responsibility of the Municipality. It is the purview of the Municipality to escalate enforcement measures as necessary.

### **3.4 Emergency Situations**

If a SCO is, on reasonable and probable grounds, of the opinion that there is an imminent serious danger to persons or property because of any thing, process or activity to which the Act applies or because of a fire hazard or risk of explosion, the SCO may take any action that they consider necessary to remove or reduce the danger.

### **3.5 Alternative Solutions / Variances**

A SCO may review an alternative solution proposal and issue a site or instance specific variance from a code or referenced standard if the SCO is of the opinion that the alternative solution proposal / variance provides approximately equivalent or greater safety performance with respect to persons and property as that provided for by the Act. An alternative solution proposal / variance will not remove or relax an existing rule, nor be intended to provide product approval.

An alternative solution proposal / variance will be issued in accordance with the Act and Council policy. An alternative solution proposal / variance will be in the format prescribed by the Council.

A request for a variance must:

- be made in writing,
- be signed by the owner or the owner's representative, and
- include support documentation that demonstrates that the variance requested provides equivalent or greater level of safety that is identified by the code, standard or regulation.

A SCO may only make a decision respecting an alternative solution proposal / variance after having thoroughly researched the subject matter.

A copy of an approved variance will be provided, within 10 days of issuance, to the:

- owner,
- contractor if applicable,
- Council, and
- the Municipality.

### **3.6 Permit Administration**

#### **3.6.1 Permit Applications**

An application for a permit and any information required to be included with the application must be submitted in a form and in a manner satisfactory to the SCO and/or permit issuer. The application must include the following information:

- (a) state the use or proposed use of the premises,
- (b) clearly set forth the address or location at or in which the undertaking will take place,
- (c) the owner's name and contact information,
- (d) any further information as required to enable the SCO and/or permit issuer to determine the permit fee,
- (e) describe the undertaking, including information, satisfactory to the SCO and/or permit issuer, regarding the technical nature and extent of the undertaking,
- (f) set out the name, complete address, telephone number and evidence of credentials required of the permit applicant, together with the written or electronic signature of the permit applicant,
- (g) for a permit for the building discipline:
  - i. state the type of occupancy,

- ii. set out the prevailing market value of the undertaking,
  - iii. if a structure is to be installed on a temporary basis, as determined by the permit issuer, state the period for which the structure will be installed,
- (h) include a method of payment of fees acceptable to the permit issuer,
- (i) include any further information that the SCO and/or permit issuer considers necessary, including the provision of:
- i. a site plan that shows the actual dimensions of the parcel of land and the location of the proposed undertaking in relation to the boundaries of the parcel of land and other buildings on the same parcel of land,
  - ii. copies of plans and specifications for the proposed undertaking,
  - iii. documentation required to verify information provided by the applicant, and
- (j) A Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example will be included on the permit application:

***“The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring, and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact the Municipality.”***

### 3.6.2 Required terms of permit issuance

Permits will include the following information:

- a permit number or other unique identifier that has been assigned by the permit issuer to the undertaking,
- the date on which the permit is issued,
- the name of the owner and/ or the person to whom the permit has been issued,
- where the undertaking is to take place,
- a description of the undertaking or portion of the undertaking governed by the permit, and
- contain any other information that the SCO and/or permit issuer considers necessary.

### 3.6.3 Terms and Conditions of Permit

A permit may contain terms and conditions that include but are not limited to:

- requiring permission be obtained from the SCO before occupancy or use of the construction, process or activity under the permit,
- setting the date on which the permit expires,
- setting a condition that causes the permit to expire,
- setting the period of time that the undertaking may be occupied, used or operated,
- setting the scope of the undertaking being permitted,
- setting the location or locations of the undertaking being permitted,
- setting the qualifications of the person responsible for the undertaking and/or doing the

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- work,
- requiring an identification number or label to be affixed to the undertaking, and
- requiring SCO approval be obtained before any part of the work or system is occupied, covered or concealed.

### 3.6.4 Annual Permits

An annual permit may be issued in the electrical, gas or plumbing discipline allowing the owner or operator of the premise to effect minor repairs, alterations or additions on the premises under the following conditions:

- a person who holds a trade certificate in the appropriate trade under the Apprenticeship and Industry Training Act carries out the undertaking,
- the permit does not entitle the owner or operator to effect major alternations or additions to the premise, and
- the owner or operator maintains on the premise an accurate record of all repairs for the previous 2 years and makes the records available to an SCO upon request.

The inspection time frame for an Annual Permit may not be extended.

### 3.6.5 Permit Expiry

A permit shall expire with the time period set in the Permit or in the absence of a different term set in the permit, in conformance with the Act and the Permit Regulation.

The Municipality shall upon a permit expiring:

- notify the owner and the permit applicant as indicated on the permit application by issuing the Permit Services Report, and
- close the permit recording the expiration in the records management system including the reason.

### 3.6.6 Permit Timeframe Extension

A SCO and/or permit issuer may on the written request of a permit holder extend a permit for a fixed period of time that the SCO and/or permit issuer considers appropriate. The application for timeframe extension must be received prior to the permit expiring.

### 3.6.7 Permit Services Report (PSR)

A PSR:

- will be used to complete and close a file,
- will be issued within 30 days of completing the compliance monitoring services as required in this QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance (VOC) in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection), and
- be issued to the Owner (the Owner, for the purposes of this document means, in order of preference; the Owner of the project at the time the permit was purchased, at the time



the compliance monitoring services were provided, or at the time the PSR was issued).

The Municipality or an SCO may:

- reactivate the file at any time, and
- inspect post permit closure and attach report to the permit.

The Municipality will not issue a PSR or close the file if there is an identified unsafe condition that has not yet been corrected.

### 3.6.8 Permit Refusal, Suspension, or Cancellation

A SCO may refuse, suspend or cancel a permit in conformance with the Act and the Permit Regulation.

The Municipality will upon refusal, suspension or cancellation of a permit:

- notify the owner and the permit applicant including the reason for the refusal, suspension or cancellation, and advise of the owner's right to appeal, and
- issue a PSR identifying the reason for the refusal, suspension or cancellation of the permit.

## **3.7 Site Inspections/Inspection Reports**

Inspections will be conducted to determine and advise the owner of compliance to applicable codes and standards.

Inspections will:

- be conducted by a SCO,
- determine if the work, thing, or activity complies with the Act, regulations, and codes and standards,
- be conducted within the time frames noted in the discipline specific sections of this QMP,
- inspection services will be conducted within 5 working days of the requested inspection date, and
- be conducted at the stage(s) indicated in the discipline specific sections of this QMP, address the work of the inspection stage, any previously identified deficiencies, and any related work or condition observed.

An inspection report will be completed following the inspection and will include:

- permit number and Municipality file number (if applicable),
- discipline,
- Municipality name,
- owner name, address, phone number and email (if email is applicable),
- contractor name, address, phone number and email (if email is applicable),
- address of the inspection,
- date of the inspection,
- the stage(s) of work being inspected,
- a description of the applicable work in place at the time of inspection,
- all observed deficiencies including any condition where the work is incomplete, or does not comply with the Act or an associated code or regulation and in the opinion of the SCO is not an unsafe condition,
- all observed unsafe conditions including any condition that, in the opinion of the SCO,

could result in property loss, injury, or death, and is not a situation of imminent serious danger, and

- all observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger.

Inspection reports will:

- include name, signature, and designation number of the SCO conducting the inspection,
- be provided either electronically or hard copy to the permit applicant, contractor, and permit file; and if requested to the Owner, project consultant, Architect, or Consulting Engineers,
- document the corrected unsafe conditions through re-inspection(s) or VOC, and
- include all outstanding deficiencies from all inspection reports and plan reviews on the PSR.

For the purposes of this QMP:

- a deficiency is any condition where the work is incomplete, or does not comply with the Act, regulation or an associated code, and may include an unsafe condition(s),
- an unsafe condition is any condition that, in the opinion of the SCO, could result in injury, death, or property damage or loss, and may include a deficiency or a situation of imminent serious danger,
- a final inspection means an inspection conducted when the project or designated portion of the project, in the opinion of the SCO is sufficiently complete, safe, and compliant such that the owner can safely occupy or utilize the work for its intended use, and
- imminent serious danger is a condition that, in the opinion of the SCO will result in injury, death, or property damage or loss if the condition is not corrected in a timely manner.

A SCO may, in addition to the mandatory inspections stipulated in this QMP, conduct as many inspections as required to ensure that safety and compliance with the Act has reasonably been achieved.

### **3.8 No-Entry Policy**

When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave a notification on-site, or forward notification to the owner or permit applicant (as appropriate), advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.

If the Municipality does not receive a response within 30 days of notification, the Municipality notify the owner or permit applicant (as appropriate), a second notification requesting that the Municipality be contacted within 30 days to arrange for a site inspection.

If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a “no-entry” and counted as the required interim or final inspection. It will be noted on the Permit Services Report that a final inspection was not conducted and the file will be closed.

### **3.9 Verification of Compliance (VOC)**

A SCO, at their discretion, may accept a VOC in place of an inspection for an identified deficiency or noncompliance. The re-inspection may:

- follow-up on noted deficiencies or unsafe conditions on a site inspection report, or
- in lieu of a site inspection when permitted in this QMP (e.g. labelled mobile home siting, minor residential improvements).

A VOC will include the:

- identification of the document as a VOC,
- address of where the VOC is being applied for,
- permit number and discipline,
- name and title of the person who provided the VOC and how it was provided (i.e. written assurance, verbal assurance (with written documentation), site visit by designate, photographs, etc.),
- date accepted by the SCO, and
- signature and designation number of the SCO.

### **3.10 Investigation of an Unsafe Condition, or Accident**

A SCO may investigate an unsafe condition, or accident to determine its cause and circumstance and make recommendations related to safety.

When investigating an unsafe condition, or accident, or fire, a SCO has the authority to exercise the powers under the Act and close all or part of the affected premise for a period of 48 hours or for a period authorized by a justice to prevent injury or death or to preserve property while conducting an investigation.

No person shall remove or interfere with anything in, on or about the place where the unsafe condition, or accident occurred until permission has been granted by a SCO, unless it is necessary to do so to prevent death or injury, to protect property or to restore service.

A SCO who conducts an investigation will submit a copy of the report to an Administrator and provide a summary of the investigation to the Council.

# Schedule C

## Technical Discipline Service Delivery Standards

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## 4.0 Technical Discipline Service Delivery Standards

### 4.1 Schedule C.1 BUILDING

#### Building Permits

The Municipality will, **prior** to permit issuance:

- obtain construction documents including plans and specifications as outlined in the Alberta Building Code (ABC),
- obtain any letters or schedules required to be provided by the ABC,
- conduct a preliminary review of the construction documents to determine if professional involvement is required or if there are any potentially significant code compliance issues,
- review applicable information on land conditions e.g, Sub strata, soil conditions, water table,
- obtain documents with the seal and signature of a registered architect and/or professional engineer(s), when required by the ABC,
- obtain New Home Warranty verification where applicable, and

#### Construction Document Review

The Municipality will, not more than 15 days after permit issuance:

- complete a review of the construction documents in accordance with the requirements of the ABC,
- prepare a Plans Review Report,
- provide the Plans Review Report to the permit applicant and/or the contractor, and the Municipality's file and if requested, to the owner, project consultant, architect, or consulting engineers, and
- provide one set of the examined construction documents to the permit applicant for retention and review at the project site, and retain one set on the Municipality's file.

The Municipality will, prior to construction, alteration or demolition operations, obtain in writing, a fire safety plan for the project site.

#### Compliance Monitoring on Projects requiring Professional Involvement

The Municipality will:

- collect and maintain on file, required schedules, and/or a letter(s) of compliance from the professional architect or engineer when a part(s) of the building requires a professional architect or engineer, and
- collect and maintain on file all schedules and letters of compliance required in accordance with the ABC when the registered professional architect and/or engineer involvement is required for the work covered under a permit.

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## Building Site-Inspections

A Building SCO will conduct site inspections at the stages indicated in the following tables:

### Site Inspection Stages for Part 9 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Type of Building & Major Occupancy	Minimum # of Inspections	Inspection Stage
New Construction, OR Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> <li>o at any stage</li> <li><b>OR</b></li> <li>o within 1 year from permit issuance</li> </ul>
Demolition	All	1	<ul style="list-style-type: none"> <li>o at any stage within 1 year from permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Single & Two Family Dwellings (Group C)	3	<ul style="list-style-type: none"> <li>o complete foundation (prior to backfill)</li> <li><b>AND</b></li> <li>o solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier)</li> <li><b>OR</b></li> <li>o building envelope including insulation and vapour barrier (prior to drywall)</li> <li><b>AND</b></li> <li>o final, including HVAC completion within 2 years of permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Multi-family Residential, Townhouses, Small Apartments (Group C)	3	<ul style="list-style-type: none"> <li>o complete foundation (prior to backfill)</li> <li><b>AND</b></li> <li>o solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier)</li> <li><b>OR</b></li> <li>o building envelope including insulation and vapour barrier (prior to drywall)</li> <li><b>AND</b></li> <li>o final, including fire alarm and HVAC completion within 2 years of permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Business & Personal Services, Mercantile, Med. & Low Hazard Industrial (Group D, E,	3	<ul style="list-style-type: none"> <li>o complete foundation (prior to backfill)</li> <li><b>AND</b></li> <li>o building envelope and HVAC rough-in</li> <li><b>OR</b></li> <li>o framing, structure, and building envelop (prior to insulation and vapour barrier)</li> <li><b>AND</b></li> <li>o final, including HVAC completion within</li> </ul>

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	F2, F3)		2 years of permit issuance
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**Site Inspection Stages, Part 3 Buildings Not Requiring Overall Professional Involvement**

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> <li>○ at any stage</li> <li><b>OR</b></li> <li>○ within 1 year of completion</li> </ul>
Demolition	All	1	<ul style="list-style-type: none"> <li>○ at any stage within 1 year of permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy with a value of work more than \$50,000 and less than \$200,000)	All	2	<ul style="list-style-type: none"> <li>○ *foundation</li> <li><b>OR</b></li> <li>○ *framing, structure</li> <li><b>OR</b></li> <li>○ *HVAC rough-in</li> <li><b>OR</b></li> <li>○ *fire suppression systems</li> <li><b>OR</b></li> <li>○ *fire alarm system</li> <li><b>OR</b></li> <li>○ *HVAC completion</li> <li><b>OR</b></li> <li>○ *interior partitioning</li> <li><b>OR</b></li> <li>○ Medical Gas rough in</li> <li><b>AND</b></li> <li>○ *final within 2 years of permit issuance</li> </ul> <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	<ul style="list-style-type: none"> <li>○ *foundation</li> <li><b>OR</b></li> <li>○ *framing, structure</li> <li><b>OR</b></li> <li>○ *HVAC rough-in</li> <li><b>OR</b></li> <li>○ *fire suppression systems</li> <li><b>OR</b></li> <li>○ *fire alarm system</li> <li><b>OR</b></li> <li>○ *HVAC completion</li> <li><b>OR</b></li> <li>○ *interior partitioning</li> <li><b>OR</b></li> <li>○ Medical Gas rough in</li> <li><b>AND</b></li> <li>○ *final within 2 year of permit issuance</li> </ul> <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>

**Site Inspection Stages, Part 3 or 9 Buildings Requiring Overall Professional Involvement**

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> <li>○ at any stage</li> <li><b>OR</b></li> <li>○ within 1 year of permit issuance</li> </ul>
Demolition	All	1	<ul style="list-style-type: none"> <li>○ at any stage within 1 year of permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$50,000 and less than \$200,000)	All	2	<ul style="list-style-type: none"> <li>○ interim inspection at approximately the mid-term of the work</li> <li><b>AND</b></li> <li>○ final within 2 years of permit issuance</li> </ul>
New Construction <b>OR</b> Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	<ul style="list-style-type: none"> <li>○ *foundation</li> <li><b>OR</b></li> <li>○ *framing, structure</li> <li><b>OR</b></li> <li>○ *HVAC rough-in</li> <li><b>OR</b></li> <li>○ *fire suppression systems</li> <li><b>OR</b></li> <li>○ *fire alarm system</li> <li><b>OR</b></li> <li>○ *HVAC completion</li> <li><b>OR</b></li> <li>○ Interior Partitioning</li> <li><b>OR</b></li> <li>○ Medical Gas rough in</li> <li><b>AND</b></li> <li>○ *final within 2 years of permit issuance</li> </ul> <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>

**In conjunction with / exceptions to with the above tables:**

**Site Inspection of labelled mobile home siting** will consist of at least one on-site inspection within 180 days of permit issuance.

**Site Inspection of Part 10 buildings** will consist of at least one on-site inspection within 30 days of final set-up stage.

**Site Inspection of Solid or Liquid Fuelled Heating Appliances** (under separate permit) will consist of at least one on-site inspection, prior to covering, within 180 days of permit issuance.

**Site Inspection of Mechanical, Heating, or Ventilation Systems** (under separate permit) will consist of at least one on-site inspection at the completion stage, prior to covering, within 180 days of permit issuance.

**Site Inspection of Vendors** that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

**Site Inspection of Manufacturers** will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

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## 4.2 Schedule C.2 ELECTRICAL

### Electrical Permits

The Municipality will issue Electrical Permits.

### Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed electrical installation.

### Electrical Site-Inspections

An Electrical SCO will conduct site inspections at the stages indicated in the following table:

**Site Inspections for Electrical Installations**

Type of Project	Minimum # of Inspections	Inspection Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work over \$10,000)	2	<ul style="list-style-type: none"> <li>○ rough-in inspection (prior to cover-up)</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work \$10,000 or less)	1	<ul style="list-style-type: none"> <li>○ rough in inspection or final inspection, within 1 year of permit issuance</li> </ul>
Single Family Residential or Farm Buildings (with value of work over \$2,500)	2	<ul style="list-style-type: none"> <li>○ completed rough-in inspection (prior to cover-up)</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Single Family Residential or Farm Buildings (with value of work \$2,500 or less)	1	<ul style="list-style-type: none"> <li>○ final inspection, within 180 days of completed work</li> </ul>
Skid Units, Relocatable Industrial Accommodation, Oilfield Pump-jacks, Temporary Services	1	<ul style="list-style-type: none"> <li>○ rough-in inspection (prior to cover-up)</li> <li><b>OR</b></li> <li>○ final inspection within 180 days of permit issuance, including all additional wiring for Relocatable Industrial Accommodation and Manufactured Housing</li> </ul>
Annual Permit (for minor alterations/additions conducted on one site)	2	<ul style="list-style-type: none"> <li>○ mid- term inspection</li> <li>○ final inspection, within 60 days of expiry of permit</li> </ul>

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**Site Inspection of Vendors** that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

**Site Inspection of Manufacturers** will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

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### 4.3 Schedule C.3 PLUMBING

#### Plumbing Permits

The Municipality will issue Plumbing permits.

#### Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed plumbing installation.

#### Plumbing Site-Inspections

A Plumbing SCO will conduct site inspections at the stages indicated in the following table:

**Site Inspections for Plumbing Installations**

Installation Type	Minimum # of Inspections	Plumbing Installation Stage
Public Institutions, Commercial, Industrial, Multi-Family Residential (with more than 5 fixtures)	2	<ul style="list-style-type: none"> <li>○ rough-in below grade prior to covering</li> <li><b>OR</b></li> <li>○ rough-in above grade prior to covering</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Public Institutions, Commercial, Industrial, Multi-Family Residential (with 5 fixtures or less)	1	<ul style="list-style-type: none"> <li>○ rough-in below grade prior to covering</li> <li><b>OR</b></li> <li>○ rough-in above grade prior to covering</li> <li><b>OR</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Single Family Residential or Farm Buildings new construction (or alteration, addition, or renovation with more than 5 fixtures)	2	<ul style="list-style-type: none"> <li>○ completed rough-in below grade</li> <li><b>OR</b></li> <li>○ completed rough-in above grade prior to covering (within 180 days of permit issuance)</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Single Family Residential or Farm Building alteration, addition, or renovation (with 5 fixtures or less)	1	<ul style="list-style-type: none"> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Annual Permit	2	<ul style="list-style-type: none"> <li>○ mid-term inspection</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Private Sewage Disposal Systems	1	<ul style="list-style-type: none"> <li>○ site inspection completed prior to covering.</li> </ul>

**Site Inspection of Vendors** that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

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**Site Inspection of Manufacturers** will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

### Permits for Private Sewage Disposal Systems

The Municipality will issue permits for Private Sewage Disposal System installations.

### **Permit Issuance for Private Sewage Disposal Systems**

The Municipality will, prior to permit issuance require the permit applicant to provide all relevant installation details including:

- a site plan,
- the expected volume of sewage per day,
- the criteria used to determine the expected volume of sewage per day,
- description and details of all sewage system treatment and effluent disposal component(s), and
- details of the method(s) used to determine the soil effluent loading rate, including the results of the method(s) and who they were conducted by, and the depth to the water table if less than 2.4 m from ground surface.

A Plumbing Group B SCO will complete a review of the permit application information for compliance with the Private Sewage Disposal System regulations prior to permit issuance.

### **Private Sewage Disposal System Site Inspections**

A Plumbing Group B SCO will conduct a minimum of one site inspection prior to covering.

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## 4.4 Schedule C.4 GAS

### Gas Permits

The Municipality will issue Gas Permits.

### Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed gas installation.

### Gas Site-Inspections

A Gas SCO will conduct site inspections at the stages indicated in the following table:

**Site Inspections for Gas Installations**

Installation Type	Minimum # of Inspections	Gas Installation Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential	2	<ul style="list-style-type: none"> <li>○ rough-in</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Single Family Residential or Farm Buildings	2	<ul style="list-style-type: none"> <li>○ rough-in</li> <li>○ <b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Single Family Residential accessory buildings, or any use alteration, addition, renovation, or reconstruction	1	<ul style="list-style-type: none"> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Temporary Heat Installations (under separate permit), temporary services	1	<ul style="list-style-type: none"> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>
Annual Permit	2	<ul style="list-style-type: none"> <li>○ mid-term inspection</li> <li><b>AND</b></li> <li>○ final inspection at substantial completion of work described on the permit within 2 years of permit issuance</li> </ul>

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**Site Inspection of Vendors** that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

**Site Inspection of Manufacturers** will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

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## Summer Village of Nakamun Park Request For Decision (RFD)

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Superior Safety Codes, Services Agreement (2020)</b>
<b>Agenda Item Number:</b>	<b>6(b) – Regular Meeting Business Item 6(b)</b>

### **BACKGROUND/PROPOSAL:**

Superior Safety Codes Inc. has been the municipality's accredited safety codes services provider for several years. During our consultation on the proposed Quality Management Plan (2020) update, Superior Safety Codes Inc. noted that we should also consider renewing our service agreement. Our previous agreement was passed in 2011 and is now technically expired. A condition of our accreditation is that we retain a service provider to conduct the inspections with the municipality and administration has no concerns with renewing the agreement with Superior Safety Codes Inc.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

A proposed service agreement is attached for Council's consideration, followed by the fees schedule which has rates which are consistent with other municipalities we work with, including those services by Superior and by other comparable service providers. The term of this agreement is January 1, 2020 through December 31<sup>st</sup>, 2022 (three-year contract) and the provisions of the agreement mesh both party's expectations under the updated QMP (2020) as well, which set a consistent approach for the foreseeable future.

There are some notable changes to the fee schedule which do result in increased costs to developers, however these fee increases are consistent with moderate annual increases where applicable and fair increases for items that require a more involved inspection process than existed 10 years ago. For example, the minimum building installation permit fee goes up from \$100 to \$150, with a related increase in the variable rate from \$5.00/\$1000 of project value to \$5.50/\$1000.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable direct costs to the municipality if they approve this agreement. The permits system used under this agreement, and which is common among all service providers, is that the service provider retains a percentage of any collected permit fees and remits the balance to the municipality. Under this agreement, as in previous agreements, the municipality will receive 20% of permit fee revenues.

### **RECOMMENDED ACTION:**

1. Council review the Service Agreement with Superior Safety Codes Inc. and approve same, including the updated fee schedules, during the January 15<sup>th</sup>, 2020 regular meeting.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

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# **SAFETY CODES SERVICES AGREEMENT**

THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**BETWEEN:**

**SUMMER VILLAGE OF NAKAMUN PARK  
PO Box 1250  
Onoway, AB T0E 1V0  
"The Municipality"**

-and-

**SUPERIOR SAFETY CODES INC.  
14613-134 Avenue  
Edmonton, AB T5L 4S9  
"The Agency"**

## **RECITALS**

1. The Summer Village of Nakamun Park, hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:

- **Building**
- **Electrical**
- **Plumbing**
- **Gas**

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

- Compliance
- Appeal
- Emergency
- Enforcement (up to 8 hours; \$125.00/hour after 8 hours)
- Investigation

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,

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3. The Municipality agrees to exclusively engage the Agency for the delivery of the Services listed in Recital Clause 1, pursuant to the provisions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the said parties covenant and agree as follows:

## **1 INTERPRETATIONS**

### **1.1 Definitions**

- a) "Accredited Agency" means a Corporation designated as an accredited agency under the Act;
- b) "Accredited Municipality" means a municipality that is designated as an accredited municipality under the Act;
- c) "Act" means the Safety Codes Act, as amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- d) "Agency" means Superior Safety Codes Inc. carrying on business as Superior Safety Codes Inc.;
- e) "Agreement" means this document, Schedule A (the Quality Management Plans for the Municipality) and Schedule B (the Fee Schedule) as amended from time to time;
- f) "Commencement Date" is the date this Agreement was accepted and executed by the Municipality, as indicated on this Agreement;
- g) "Events of Default" means any one or more of the Events of Default specified in Article 5 hereof;
- h) "Permit Regulation" means Alberta Regulations, A.R. 204/2007 as amended;
- i) "QMP Manager" means the person designated by the Municipality pursuant to Clause 3.21.a of this agreement and the "person responsible" under Schedule A;
- j) "Record" means an intelligible record of information in any form, including notes, books, documents, maps, drawings, photographs, letters, vouchers, permits, and papers and any other information that is written, photographed, recorded or stored on any manner, but does not include software or any other mechanism that produces records;
- k) "Safety Codes Officer" (SCO) means an individual designated as a safety codes officer under the Act;
- l) "Services" means the functions, duties, tasks, and responsibilities as described in this Agreement and the Act, and without limiting the generality of the foregoing, includes the provisions of inspections and compliance monitoring services as listed in Clause 3.1.a.
- m) "Term" has the meaning attributed thereto in Clause 4.1.a

### **1.2 Rules of Interpretation**

- a) In this agreement, unless expressly stated to the contrary or the context otherwise requires:
  - i) a reference by numerical or alphabetical designation or both to an Article, Clause, Section, Subsection, Paragraph or Schedule shall refer to the Article, Clause, Section, Subsections, Paragraph or Schedule bearing that designation in this Agreement;
- b) All monetary amounts refer to the lawful currency of Canada;
- c) Any reference to all or any part of any statute or regulation refers to the parts, statute or regulation as amended or re-enacted from time to time;

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- d) References to "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one of the parties to this Agreement.

## **2 APPOINTMENT**

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

## **3 AGENCY SERVICES AND COMMITMENTS**

### **3.1 Agency Duties**

- a) The Agency shall:
- i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality's Quality Management Plans attached as Schedule "A" to this Agreement. The Services shall be provided within the scope of the Agency's accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
  - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
  - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
  - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
  - v) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

### **3.2 Agency Performance**

- a) The Agency shall, as outlined in this Clause:
- i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
  - ii) endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner's representative(s) to achieve compliance with the Act; and
  - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

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### **3.3 Agency Personnel**

- a) The Agency shall, as outlined in this Clause:
- i) employ persons knowledgeable about the applicable codes, standards and regulations, relative to Services it provides;
  - ii) employ or engage Safety Codes Officers (SCOs) who are certified and designated (received appropriate designation of powers) to provide compliance monitoring relative to the Services the Agency provides;
  - iii) maintain a registry of all SCOs they employ, and their level(s) of certification, and designation of powers.

### **3.4 Quality Management Plan Training**

- a) The Agency shall:
- i) train its SCOs in the requirements of the Municipality's QMP appropriate to their discipline and Services;
  - ii) maintain the training records on the Agency SCO file;
  - iii) ensure its SCOs have ongoing access to a current copy of the Municipality's QMP appropriate to their discipline and Services.

### **3.5. Compliance Monitoring**

- a) The Agency shall monitor compliance through a program of plans examination (when applicable), site inspection and follow-up inspections or verification of compliance (when applicable), to provide a degree of assurance of compliance with the Act and associated codes and standards.
- i) the Agency SCO shall:
    - endeavor to inspect by the second (2nd) working day following the date of receipt of a request for an inspection and will not exceed five (5) working days;
    - inspect to determine if the work under a permit complies with the Act and relevant codes and standards;
    - inspect at the stage(s) indicated in the discipline specific sections of the QMP; and,
    - inspect all work in place at the time of inspection.
  - b) The time frame for required site inspections for the permit may be extended with written permission from the QMP Manager on an individual basis.
  - c) The Agency SCO shall, for each inspection required by the QMP:
    - i) complete an inspection report as accepted by the QMP Manager;
    - ii) provide copies of inspection reports to the permit applicant, contractor, owner (if requested), Municipality and the Agency file;
    - iii) perform follow-up inspections as required by the QMP,
    - iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
  - d) The Agency SCO shall record on the inspection report:
    - i) the stage(s) of work being inspected;

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- ii) a description of the work in place at the time of inspection; and
  - iii) all observed Deficiencies or Unsafe Conditions.
- e) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
  - f) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
  - g) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
  - h) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

### **3.6 Consultative Services**

- a) The agency shall provide consultative services to municipal residents, including:
  - i) technical advice;
  - ii) advice and interpretation on related codes and standards.

### **3.7 Situations of Imminent Serious Danger**

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
  - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
  - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

### **3.8 Orders**

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
  - i) first make every reasonable effort to facilitate conformance with the Act;
  - ii) issue an order in the format accepted by the QMP Manager;
  - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
  - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
  - v) carry out an order in accordance with the Act.

### **3.9 Variances**

- a) The Agency's SCOs may, upon written request from the owner, issue a variance. The Agency's SCO, when issuing a variance shall:
  - i) issue a variance in conformance with Section 38 of the Act and Safety Codes Council policy;

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- ii) issue a variance only on a project where the Municipality has issued a permit;
- iii) issue a variance in the format accepted by the QMP Manager;
- iv) ensure a variance provides an equivalent or greater level of safety;
- v) issue a variance only for site specific applications;
- vi) record the details of a variance in the project file;
- vii) provide copies of a variance to the person(s) requesting the variance, the QMP Manager, the owner, the Technical Administrator, and;
- viii) issue a variance only when the safety or rights of others is not compromised; and
- ix) issue a variance only when it does not have a broad scope or impact on provincial basis.

### **3.10 Records**

- a) The Agency shall maintain a file system, to the satisfaction of the QMP Manager, for all the records associated with performing the Services including:
  - i) permit applications and permits;
  - ii) plans, specifications, and other related documents;
  - iii) plans review reports;
  - iv) requests for inspections;
  - v) inspection reports;
  - vi) verification of compliance;
  - vii) variance;
  - viii) orders;
  - ix) occupancy certificate, and;
  - x) related correspondence and/or other relevant information.

### **3.11 File Flow**

- a) upon approval of a development application, the Municipality will submit the file to the Agency for review.

### **3.12 Ownership of Records**

- a) All Records and other materials whatsoever related to the Services provided under this Agreement are the property of the Municipality and will be given to the QMP Manager immediately upon request.
- b) The Municipality has full and unfettered access to all records of the Agency relating to the provision of Services under this Agreement including the right to enter the Agency's premises at any reasonable time in order to inspect, review or retrieve such records.

### **3.13 Records Management**

- a) The Agency shall:
  - i) abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for

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information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;

- ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
  - iii) disclose the information only with the consent of the QMP Manager; and
  - iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
  - c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
  - d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
  - e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

### **3.14 Collection and Payment of Fees**

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Agency shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). On a quarterly basis, the Agency will pay the Municipality for their share of the issued permit fees.
- c) The Agency agrees to pay the Municipality remuneration in the amount of 20% of the permit fees set forth in Schedule B. The Agency will remit the Safety Codes Levy to the Safety Codes Council.
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.
- e) Permit fees will be reviewed on annual basis to factor in inflation.

### **3.15 Workers' Compensation Coverage**

- a) Prior to the Agency commencing the provision of Services under this Agreement, the Agency shall provide written certification of current and appropriate Worker's Compensation coverage through an account in good standing with the Alberta Worker's Compensation Board (WCB). The Agency shall maintain the account in good standing throughout this Agreement.

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### **3.16 Regulatory Requirements**

- a) The Agency shall comply with the requirements of the municipal, provincial and federal legislation, which includes, but is not limited to, the provincial Employment Standards Code, Labour Regulations Codes, and the Occupational Health and Safety Act.

### **3.17 Insurance**

- a) Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Agency shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality.
- b) The Agency shall provide:
  - i) comprehensive or commercial general liability insurance within limits of not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and annual aggregate, if any, of not less than that \$10,000,000.00 (Ten Million Dollars) insuring against personal injury, bodily injury and property damage (including loss of use thereof).
  - ii) "All Risks" Valuable Papers and Records insurance on all such items pertaining to the Services under this Agreement in an amount adequate to enable their reconstruction; and
  - iii) "Professional Liability/Errors and Omissions" insurance with limits not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence.
- c) The Agency shall provide the Municipality, prior to commencing to provide Services under this Agreement, acceptable evidence of all required insurance.

### **3.18 Acknowledgements**

- a) The Agency acknowledges that:
  - i) the Municipality will contract with no more than one (1) accredited agency;
  - ii) the Municipality may change its accreditation status under the Act.
- b) The Agency and Municipality acknowledge that:
  - i) they will maintain the Municipality's present first rights over Accredited Corporations throughout the term of this contract.

### **3.19 Relationship of Parties**

- a) The Agency is an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent contractor agreement between two parties at arm's length.

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### **3.20 Notices**

- a) Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

**SUMMER VILLAGE OF NAKAMUN PARK  
PO Box 1250  
Onoway, AB T0E 1V0  
Attention: Dwight Moskalyk**

- and -

**SUPERIOR SAFETY CODES INC.  
14613-134 Avenue  
Edmonton, AB T5L 4S9  
Attention: Raymond Hajjar**

- b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivered or transmitted on a business day between 8:30 a.m. – 4:30 p.m. Mountain Standard Time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given a telegram, facsimile transmission or personally served. In this paragraph, "business day" means any day except a Saturday, Sunday, or a statutory holiday.

### **3.21 Liaison**

- a) The Municipality shall designate the QMP Manager as the Municipality's representative for this Agreement. The Agency will report and be accountable to the QMP Manager with respect to any activities performed under this Agreement.

### **3.22 Reports**

- a) The Agency shall provide the Municipality with a report on any aspect of the Services, in the form and manner specified by the Municipality, upon request by the Municipality.

### **3.23 Indemnity and Hold Harmless**

- a) The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Agency or its employees in the performance of this Agreement, except if such damage or injury is caused by the Municipality, its agents, or employees.

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- b) The Agency shall Indemnify the Municipality and all of the Municipality's Councilors, servants, agents, employees, and persons for whom the Municipality is in law responsible and shall hold each of them harmless from and against any and all liabilities, claims, damages, losses, and expenses, including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.
- c) The Agency shall not admit liability to a third party without obtaining the prior written consent of the Municipality and agrees to obtain the prior written consent of the Municipality prior to any settlements being made with any third party.

### **3.24 Performance Review**

- a) The Municipality may audit or monitor the performance of the Agency to establish the Agency's conformance with this Agreement.
- b) The Agency shall co-operate with the Municipality during the course of a performance review and provide all reasonable support and assistance at the Agency's own expense.

### **3.25 Termination or Suspension of Agreement**

- a) In addition to any other provision in this Agreement, this Agreement may be terminated by the Municipality effective immediately, for cause, upon notice to the Agency.
- b) In addition to any other provision in this Agreement, this Agreement may be terminated by either the Municipality or the Agency for any reason whatsoever upon ninety (90) days notice to the other party.
- c) Before a termination notice is given per Clause 5.1 a), the Municipality will first give the Agency a written warning and thirty (30) days to correct the issue.

## **4 TERMS**

### **4.1 Term**

- a) Subject to Clauses 3.25, 5.1 and 5.3 of this Agreement, this Agreement is in force on the Commencement Date of **January 1, 2020** and expires on **December 31, 2022** with a right of renewal upon written agreement of both parties. During the period that such renewal is being negotiated, the existing agreement shall remain in full force and effect.

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## 5 EVENTS OF DEFAULT

### 5.1 Cause

- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
- i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
  - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
  - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
  - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
  - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
  - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
  - vii) non-performance or inadequate performance by the Agency of the Services;
  - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
  - ix) an inability of the Agency to provide effective and appropriate Services;
  - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
- i) its accreditation under the Act is suspended or cancelled;
  - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
  - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

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## **5.2 Survival of Terms**

- a) Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination date of this Agreement shall continue after such expiry or termination.

## **5.3 Transition Services**

- a) The Agency shall perform the Services for all permits issued under any prior Authorization Agreement in the form and manner and within the time frames prescribed by the Authorization Agreement in effect on the date the permit was issued.
- b) Prior to or on the expiry or termination date of this Agreement, the Municipality shall forward a transition plan to the Agency that details how the Agency is to resolve these matters that may be outstanding as of the date of expiry or termination of this Agreement. Upon receipt of the transition plan, the Agency shall take the necessary steps to resolve those matters in accordance with the requirements of the transition plan (to the Municipality's satisfaction).

## **5.4 Amendment Provisions**

- a) The parties shall not change this Agreement except by written mutual agreement, however the Municipality or its designate may add to, delete, vary or amend Schedule "A" or "B" by giving notice to the Agency in accordance with Clause 3.20 of this Agreement.
- b) The Municipality and the Agency agree that this Agreement will be amended as required to accommodate any changes to the Act, or Permit Regulation.

## **5.5 General**

- a) Time is of the essence in this Agreement.
- b) The Agency shall ensure that its employees, subcontractors and agents comply with the provisions of this Agreement.
- c) Notwithstanding any other provisions in this Agreement, if the Agency fails to comply with the provisions of this Agreement, the Municipality may, without prejudice to any other remedy, correct such defaults at the expense of the Agency.
- d) The rights, remedies and privileges of the Municipality under this Agreement are cumulative and any one or more may be exercised.
- e) The waiver by the Municipality of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate such or of any other provision of this Agreement nor will it be deemed a waiver of any subsequent breach of the same or any other provision Agreement.
- f) This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Alberta.
- g) Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.
- h) This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Municipality.

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- i) This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the parties.
- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- l) In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

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

**SUMMER VILLAGE OF NAKAMUN PARK**

**SUPERIOR SAFETY CODES INC.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_



**Summer Village of Nakamun Park  
BUILDING PERMIT FEE SCHEDULE**

**Residential Installations**

<b>Description</b>	<b>Permit Fee – not including SCC levy*</b>
New Single Family Dwellings, Additions	\$5.50 per \$1000 of Project Value **
Relocation of a Building (on crawlspace or basement)	\$0.35 per square foot of main floor
Relocation of a Building (on piles or blocking only)	\$150.00
Garage, Renovation, Basement Development (not at time of new home construction)	\$0.30 per square foot of developed area
Minimum Residential Building Permit Fee	\$150.00

**Commercial, Industrial, Institutional**

<b>Description</b>	<b>Permit Fee – not including SCC levy*</b>
New, Addition, Renovation	\$5.50 per \$1000 of Project Value **
Minimum Building Permit Fee (including Demolition Permits)	\$250.00

\*\*NOTE: Project Value is based on the actual cost of material and labour  
Verification of cost may be requested prior to permit issuance.

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

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**Summer Village of Nakamun Park  
ELECTRICAL PERMIT FEE SCHEDULE**

<b>Single Family Dwellings, Additions</b>			
<b>Square Footage</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total Fee</b>
0 – 1200	\$150.00	\$6.00	\$156.00
1200 - 1500	\$170.00	\$6.80	\$176.80
1501 – 2000	\$190.00	\$7.60	\$197.60
2001 – 2500	\$210.00	\$8.40	\$218.40
2501 – 3500	\$230.00	\$9.20	\$239.20
Over 3500	\$230.00 plus \$0.10 per square foot		

<b>Other than New Single Family Residential (basement development, garage, renovation, minor work)</b>			
<b>Installation Cost</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total Fee</b>
\$0 - \$500	\$100.00	\$4.50	\$104.50
\$501 - \$1000	\$125.00	\$5.00	\$130.00
\$1001 - \$2000	\$140.00	\$5.60	\$145.60
\$2001 - \$3000	\$150.00	\$6.00	\$156.00
\$3001 - \$4000	\$160.00	\$6.40	\$166.40
\$4001 - \$5000	\$170.00	\$6.80	\$176.80

Projects over \$5000 use the square footage fee schedule above

**HOMEOWNER PERMITS:**

**Add \$75.00 when the installation cost is greater than \$500.00 (excluding connections)**

<b>Description</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total Fee</b>
Permanent Service Connection Only	\$100.00	\$4.50	\$104.50
Temporary Power / Underground Service	\$100.00	\$4.50	\$104.50

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

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## Summer Village of Nakamun Park ELECTRICAL PERMIT FEE SCHEDULE

**Commercial, Industrial, Institutional (Contractors Only)  
Farm Buildings (Owners & Contractors)**

Installation Cost	Permit Fee	SCC Levy	Total Fee
0 - 500.00	\$100.00	\$4.50	\$104.50
500.01 - 1,000	\$110.00	\$4.50	\$114.50
1,001 - 1,500.00	\$120.00	\$4.80	\$124.80
1,500.01 - 2,000.00	\$130.00	\$5.20	\$135.20
2,000.01 - 2,500.00	\$140.00	\$5.60	\$145.60
2,500.01 - 3,000.00	\$145.00	\$5.80	\$150.80
3,000.01 - 3,500.00	\$150.00	\$6.00	\$156.00
3,500.01 - 4,000.00	\$155.00	\$6.20	\$161.20
4,000.01 - 4,500.00	\$160.00	\$6.40	\$166.40
4,500.01 - 5,000.00	\$165.00	\$6.60	\$171.60
5,000.01 - 5,500.00	\$170.00	\$6.80	\$176.80
5,500.01 - 6,000.00	\$175.00	\$7.00	\$182.00
6,000.01 - 6,500.00	\$180.00	\$7.20	\$187.20
6,500.01 - 7,000.00	\$185.00	\$7.40	\$192.40
7,000.01 - 7,500.00	\$190.00	\$7.60	\$197.60
7,500.01 - 8,000.00	\$195.00	\$7.80	\$202.80
8,000.01 - 8,500.00	\$200.00	\$8.00	\$208.00
8,500.01 - 9,000.00	\$205.00	\$8.20	\$213.20
9,000.01 - 9,500.00	\$210.00	\$8.40	\$218.40
9,500.01 - 10,000.00	\$215.00	\$8.60	\$223.60
10,000.01 - 11,000.00	\$220.00	\$8.80	\$228.80
11,000.01 - 12,000.00	\$230.00	\$9.20	\$239.20
12,000.01 - 13,000.00	\$240.00	\$9.60	\$249.60
13,000.01 - 14,000.00	\$250.00	\$10.00	\$260.00
14,000.01 - 15,000.00	\$260.00	\$10.40	\$270.40
15,000.01 - 16,000.00	\$270.00	\$10.80	\$280.80
16,000.01 - 17,000.00	\$280.00	\$11.20	\$291.20
17,000.01 - 18,000.00	\$290.00	\$11.60	\$301.60
18,000.01 - 19,000.00	\$300.00	\$12.00	\$312.00
19,000.01 - 20,000.00	\$310.00	\$12.40	\$322.40
20,000.01 - 21,000.00	\$315.00	\$12.60	\$327.60
21,000.01 - 22,000.00	\$320.00	\$12.80	\$332.80
22,000.01 - 23,000.00	\$325.00	\$13.00	\$338.00
23,000.01 - 24,000.00	\$330.00	\$13.20	\$343.20
24,000.01 - 25,000.00	\$335.00	\$13.40	\$348.40
25,000.01 - 26,000.00	\$340.00	\$13.60	\$353.60
26,000.01 - 27,000.00	\$345.00	\$13.80	\$358.80
27,000.01 - 28,000.00	\$350.00	\$14.00	\$364.00
28,000.01 - 29,000.00	\$355.00	\$14.20	\$369.20
29,000.01 - 30,000.00	\$360.00	\$14.40	\$374.40
30,000.01 - 31,000.00	\$365.00	\$14.60	\$379.60
31,000.01 - 32,000.00	\$370.00	\$14.80	\$384.80
32,000.01 - 33,000.00	\$375.00	\$15.00	\$390.00
33,000.01 - 34,000.00	\$380.00	\$15.20	\$395.20
34,000.01 - 35,000.00	\$385.00	\$15.40	\$400.40
35,000.01 - 36,000.00	\$390.00	\$15.60	\$405.60
36,000.01 - 37,000.00	\$395.00	\$15.80	\$410.80
37,000.01 - 38,000.00	\$400.00	\$16.00	\$416.00

Installation Cost	Permit Fee	SCC Levy	Total Fee
38,001.00 - 39,000.00	\$400.00	\$16.00	\$416.00
39,001.00 - 40,000.00	\$405.00	\$16.20	\$421.20
40,001.00 - 41,000.00	\$410.00	\$16.40	\$426.40
41,001.00 - 42,000.00	\$415.00	\$16.60	\$431.60
42,001.00 - 43,000.00	\$420.00	\$16.80	\$436.80
43,001.00 - 44,000.00	\$425.00	\$17.00	\$442.00
44,001.00 - 45,000.00	\$430.00	\$17.20	\$447.20
45,001.00 - 46,000.00	\$435.00	\$17.40	\$452.40
46,001.00 - 47,000.00	\$440.00	\$17.60	\$457.60
47,001.00 - 48,000.00	\$450.00	\$18.00	\$468.00
48,001.00 - 49,000.00	\$460.00	\$18.40	\$478.40
49,001.00 - 50,000.00	\$470.00	\$18.80	\$488.80
50,001.00 - 60,000.00	\$490.00	\$19.60	\$509.60
60,001.00 - 70,000.00	\$510.00	\$20.40	\$530.40
70,001.00 - 80,000.00	\$550.00	\$22.00	\$572.00
80,001.00 - 90,000.00	\$590.00	\$23.60	\$613.60
90,001.00 - 100,000.00	\$630.00	\$25.20	\$655.20
100,001.00 - 110,000.00	\$670.00	\$26.80	\$696.80
110,001.00 - 120,000.00	\$710.00	\$28.40	\$738.40
120,001.00 - 130,000.00	\$750.00	\$30.00	\$780.00
130,001.00 - 140,000.00	\$895.00	\$35.80	\$930.80
140,001.00 - 150,000.00	\$935.00	\$37.40	\$972.40
150,001.00 - 160,000.00	\$975.00	\$39.00	\$1,014.00
160,001.00 - 170,000.00	\$1,015.00	\$40.60	\$1,055.60
170,001.00 - 180,000.00	\$1,050.00	\$42.00	\$1,092.00
180,001.00 - 190,000.00	\$1,090.00	\$43.60	\$1,133.60
190,001.00 - 200,000.00	\$1,125.00	\$45.00	\$1,170.00
200,001.00 - 210,000.00	\$1,160.00	\$46.40	\$1,206.40
210,001.00 - 220,000.00	\$1,190.00	\$47.60	\$1,237.60
220,001.00 - 230,000.00	\$1,225.00	\$49.00	\$1,274.00
230,001.00 - 240,000.00	\$1,255.00	\$50.20	\$1,305.20
240,001.00 - 250,000.00	\$1,390.00	\$55.60	\$1,445.60
250,001.00 - 300,000.00	\$1,520.00	\$60.80	\$1,580.80
300,001.00 - 350,000.00	\$1,650.00	\$66.00	\$1,716.00
350,001.00 - 400,000.00	\$1,785.00	\$71.40	\$1,856.40
400,001.00 - 450,000.00	\$1,915.00	\$76.60	\$1,991.60
450,001.00 - 500,000.00	\$2,050.00	\$82.00	\$2,132.00
500,001.00 - 550,000.00	\$2,180.00	\$87.20	\$2,267.20
550,001.00 - 600,000.00	\$2,310.00	\$92.40	\$2,402.40
600,001.00 - 650,000.00	\$2,445.00	\$97.80	\$2,542.80
650,001.00 - 700,000.00	\$2,575.00	\$103.00	\$2,678.00
700,001.00 - 750,000.00	\$2,710.00	\$108.40	\$2,818.40
750,001.00 - 800,000.00	\$2,840.00	\$113.60	\$2,953.60
800,001.00 - 850,000.00	\$2,975.00	\$119.00	\$3,094.00
850,001.00 - 900,000.00	\$3,105.00	\$124.20	\$3,229.20
900,001.00 - 950,000.00	\$3,235.00	\$129.40	\$3,364.40
950,001.00 - 1,000,000.00	\$3,370.00	\$134.80	\$3,504.80

For projects over \$1,000,000 divide the total installation cost by \$1,000  
and then times by 3.370 plus SC Levy

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

HOMEOWNER PERMITS: Add \$75.00 when the installation cost is greater than \$500.00

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**Summer Village of Nakamun Park  
GAS PERMIT FEE SCHEDULE**

**Residential Installations**

Number of Outlets	Permit Fee	SCC Levy	Total Fee
1	\$100.00	\$4.50	\$104.50
2	\$115.00	\$4.60	\$119.60
3	\$130.00	\$5.20	\$135.20
4	\$145.00	\$5.80	\$150.80
5	\$155.00	\$6.20	\$161.20
6	\$165.00	\$6.60	\$171.60
7	\$175.00	\$7.00	\$182.00
8	\$185.00	\$7.40	\$192.40
9	\$195.00	\$7.80	\$202.80
10	\$205.00	\$8.20	\$213.20
Over 10	\$205.00 plus \$8.00 per outlet over 20		

Description	Permit Fee	SCC Levy	Total Fee
Propane Tank Set (does not include connection to appliance)	\$100.00	\$4.50	\$104.50
Temporary Heat	\$100.00	\$4.50	\$104.50

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

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**Summer Village of Nakamun Park  
GAS PERMIT FEE SCHEDULE**

**Commercial, Industrial, Institutional**

<b>BTU Input</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total Fee</b>
0 to 150,000	\$100.00	\$4.50	\$104.50
150,001 to 250,000	\$125.00	\$5.00	\$130.00
250,001 to 500,000	\$175.00	\$7.00	\$182.00
500,001 to 1,000,000	\$225.00	\$9.00	\$234.00
Over 1,000,000	\$225.00 plus \$5.00 per 100,000 (or portion of) over 1,000,000 BTU		

<b>Propane Tank Sets</b> (does not include connection to appliance)			
<b>Description of Work</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total Fee</b>
Tank Set	\$100.00	\$4.50	\$104.50
Propane Cylinder Refill Centre	\$160.00	\$6.40	\$166.40

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

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**Summer Village of Nakamun Park  
PLUMBING PERMIT FEE SCHEDULE  
Residential & Non-residential Installations**

Number of Fixtures	Permit Fee	SCC Levy	Total Fee
1	\$100.00	\$4.50	\$104.50
2	\$100.00	\$4.50	\$104.50
3	\$100.00	\$4.50	\$104.50
4	\$105.00	\$4.50	\$109.50
5	\$110.00	\$4.50	\$114.50
6	\$115.00	\$4.60	\$119.60
7	\$120.00	\$4.80	\$124.80
8	\$130.00	\$5.20	\$135.20
9	\$140.00	\$5.60	\$145.60
10	\$150.00	\$6.00	\$156.00
11	\$155.00	\$6.20	\$161.20
12	\$160.00	\$6.40	\$166.40
13	\$165.00	\$6.60	\$171.60
14	\$170.00	\$6.80	\$176.80
15	\$175.00	\$7.00	\$182.00
16	\$180.00	\$7.20	\$187.20
17	\$185.00	\$7.40	\$192.40
18	\$190.00	\$7.60	\$197.60
19	\$195.00	\$7.80	\$202.80
20	\$200.00	\$8.00	\$208.00
21	\$210.00	\$8.40	\$218.40
22	\$220.00	\$8.80	\$228.80
23	\$230.00	\$9.20	\$239.20
24	\$240.00	\$9.60	\$249.60
25	\$250.00	\$10.00	\$260.00
26	\$260.00	\$10.40	\$270.40
27	\$265.00	\$10.60	\$275.60
28	\$270.00	\$10.80	\$280.80
29	\$275.00	\$11.00	\$286.00
30	\$280.00	\$11.20	\$291.20
31	\$285.00	\$11.40	\$296.40
32	\$295.00	\$11.80	\$306.80
33	\$300.00	\$12.00	\$312.00
34	\$310.00	\$12.40	\$322.40
35	\$315.00	\$12.60	\$327.60
36	\$320.00	\$12.80	\$332.80
37	\$330.00	\$13.20	\$343.20
38	\$335.00	\$13.40	\$348.40
39	\$340.00	\$13.60	\$353.60
40	\$345.00	\$13.80	\$358.80
41	\$350.00	\$14.00	\$364.00
42	\$355.00	\$14.20	\$369.20
43	\$360.00	\$14.40	\$374.40
44	\$365.00	\$14.60	\$379.60
45	\$370.00	\$14.80	\$384.80
46	\$375.00	\$15.00	\$390.00
47	\$380.00	\$15.20	\$395.20
48	\$385.00	\$15.40	\$400.40
49	\$390.00	\$15.60	\$405.60
50	\$395.00	\$15.80	\$410.80

Add \$5.00 for each fixture over 50

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

HOMEOWNER PERMITS: Add \$75.00 when the number of fixtures is greater than 5

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**Summer Village of Nakamun Park  
PRIVATE SEWAGE PERMIT FEE SCHEDULE**

Description	Permit Fee	SCC Levy	Total Fee
Holding Tanks	\$200.00	\$8.00	\$208.00
Fields, Open Discharge, Mounds, Sand Filters, Treatment Tanks, etc.	\$300.00	\$12.00	\$312.00

\* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560



## Summer Village of Nakamun Park Request For Decision (RFD)

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Statistics Canada, Request for Data Sharing/ASSET Access</b>
<b>Agenda Item Number:</b>	<b>6(c) – Regular Meeting Business Item 6(c)</b>

### **BACKGROUND/PROPOSAL:**

Alberta municipalities centralize important community characteristic data, such as property assessment factors, on the ASSET Database. ASSET is hosted through Alberta Municipal Affairs. The Federal Government, and specifically Statistics Canada, has reach out to municipalities in Alberta to request consent to access these files to help them populate their own geo-demographic records. Some examples of the type of information StatsCan is looking for include address/location, assessed value, assessment class, number of structures, structure type, living area, year of construction, land size, property use, assessment value by tax class, and taxation status.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

If consent is given by Council, Administration will work with StatsCan to access this database. Once access is approved the federal and provincial agencies will coordinate the actual file access, so there is limited involvement from municipal administration.

The request was made in 2019 with a short turnaround time, Administration requested and was granted an extension to get this request before Council at our January 15<sup>th</sup>, 2020 meeting.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable direct costs to the municipality if Council approves the request.

### **RECOMMENDED ACTION:**

1. Council grant their consent to release the property assessment data (ASSET Database) for the Summer Village of Nakamun Park by Alberta Municipal Affairs to Statistics Canada, and authorize execution of the attached Data Sharing Form, during the January 15<sup>th</sup>, 2020 regular meeting.

**Initials show support** – Reviewed By:

**CAO: *D. Moskalyk***





## Data Sharing Form – Alberta Municipalities

I consent to the release of the property assessment data (ASSET database), for the city/municipality of \_\_\_\_\_, by **Alberta Municipal Affairs**. This data will be acquired and protected by Statistics Canada, under authority of the *Statistics Act*.

\_\_\_\_\_  
Signature of Authorized Representative                      Date

Name: (please print) \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Please return this form in the provided envelope to Statistics Canada by December 6, 2019:**

Email: [chsp-pslc@canada.ca](mailto:chsp-pslc@canada.ca)

Fax: 1-888-883-7999

Mail: Monia Bergeron  
Canadian Housing Statistics Program  
Statistics Canada  
Jean-Talon Building, 12<sup>th</sup> Floor  
170 Tunney's Pasture Driveway  
Ottawa, Ontario  
K1A 0T6

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## Summer Village of Nakamun Park Request For Decision (RFD)

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Intermunicipal Collaboration Framework, Waiver of IDP with Lac Ste. Anne County</b>
<b>Agenda Item Number:</b>	<b>6(d) – Regular Meeting Business Item 6(d)</b>

### **BACKGROUND/PROPOSAL:**

The 2017 revisions to the Municipal Government Act details additional requirement placed on municipalities within Alberta. One of the requirements mandated in the new MGA was adopting an Intermunicipal Collaboration Framework (ICF), which also required attaching an approved Intermunicipal Development Plan (IDP) in order to be considered complete. Administration continues to work on the ICF and is negotiating a draft document with Lac Ste. Anne County.

However, since the most recent provincial election and the continuing work of the Red-Tape Reduction committee, some policy initiatives of the Government of Alberta have been redefined in response to consultation with stakeholders. One such change has been that Section 631 of the Act now states that parties to an ICF may forgo the requirement to include an IDP if said parties pass a motion to that effect. This change was introduced under Bill 25 in late 2019.

Lac Ste. Anne County has made a formal request (December 16<sup>th</sup>, 2019 letter attached) that Council consider waiving the requirement for an IDP in the ICF Agreement.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

While an IDP can be a proactive way to coordinate planning and development interests between adjacent municipalities, the benefit of forcing through a document in time to meet the deadline for approving an ICF is not warranted. The benefit of an IDP between Lac Ste. Anne County and Nakamun Park is limited; while we share some common borders that likelihood of rapid and wildly inconsistent development patterns across those adjacent borders is unlikely. The recent development concerns of potential recreational property developments (RV Parks) is a concern we continue to monitor, but not an urgent matter that would be fixed by an IDP. Furthermore, Nakamun Park is still revising its Municipal Development Plan (MDP), usually considered a prerequisite to an IDP.

If changes arise that would warrant having an IDP this option still exists, both independent of and within the ICF legislation.

### **COSTS/SOURCE OF FUNDING (if applicable)**

There are no notable direct costs to the municipality if Council approves the request.

### **RECOMMENDED ACTION:**

1. Council waive the requirement for an Intermunicipal Development Plan as part of the Intermunicipal Collaboration Framework at the January 15<sup>th</sup>, 2020 regular meeting.

<b>Initials show support – Reviewed By:</b>	<b>CAO: D. Moskalyk</b>
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December 16<sup>th</sup> 2019

Summer Village of Nakamun Park

Box 1250, Onoway, AB

T0E1V0

Re: Bill 25 Impacts on our Intermunicipal Development Plan (IDP)

To Council:

As a direct result of "Bill 25" Lac Ste. Anne County would like to pre-emptively discuss the requirements of having an IDP between our municipalities.

On December 13<sup>th</sup> 2019, Lac Ste. Anne County Council moved to stop the requirement of any IDP between any of our municipal partners that are in agreement to not require an IDP.

This letter is our formal request to not require an IDP between our municipalities. We will continue to work in mutual collaboration as we always have and are of the opinion that any of the other details can be addressed within the ICF or our existing agreement's.

Please contact the undersigned and inform us if your Council is willing to not proceed with an IDP, or if your Council would like to continue the process.

Regards,

A handwritten signature in black ink that reads "Matthew Ferris".

Matthew Ferris

Manager of Planning and Development

[mferris@Lsac.ca](mailto:mferris@Lsac.ca)

CC:

LSAC Council

County Manager, Mike Primeau

General Manager of Infrastructure & Planning, Greg Edwards

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## Wendy Wildman

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**From:** svislandlake@wildwillowenterprises.com  
**Sent:** November 26, 2019 11:21 AM  
**To:** Heather Luhtala; Wendy Wildman  
**Subject:** [FWD: Bill 25]

FYI

**Charlsie Moskalyk**  
**S.V. of Island Lake**  
**780-967-0271**  
**FAX 780-967-0431**

**Box 8,**  
**Alberta Beach, AB T0E 0A0**  
**[www.islandlake.ca](http://www.islandlake.ca)**  
**[svislandlake@wildwillowenterprises.com](mailto:svislandlake@wildwillowenterprises.com)**

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

Subject: Bill 25  
From: ASVA Exec Director <[summervillages@gmail.com](mailto:summervillages@gmail.com)>  
Date: Tue, November 26, 2019 10:39 am  
To: Association of Summer Villages of Alberta <[summervillages@gmail.com](mailto:summervillages@gmail.com)>  
Cc: Brenda Shewaga <[brenda.yellowstone@gmail.com](mailto:brenda.yellowstone@gmail.com)>, Dennis Evans <[d.evans@xplornet.com](mailto:d.evans@xplornet.com)>, Duncan Binder <[12028dak@gmail.com](mailto:12028dak@gmail.com)>, Gary Burns <[g\\_burns@telus.net](mailto:g_burns@telus.net)>, Gary Burns <[gmburns45@gmail.com](mailto:gmburns45@gmail.com)>, Marlene Walsh <[marwal46@yahoo.com](mailto:marwal46@yahoo.com)>, MIKE PASHAK <[mike.pashak@shaw.ca](mailto:mike.pashak@shaw.ca)>, Morris Nesdole <[mnesdole@outlook.com](mailto:mnesdole@outlook.com)>, Pete Langelle <[plangell@telus.net](mailto:plangell@telus.net)>, Peter Pellatt <[ppellatt@shaw.ca](mailto:ppellatt@shaw.ca)>, "R.W. (Rob) Dickie" <[dickie@nicholsenvironmental.com](mailto:dickie@nicholsenvironmental.com)>, Teresa Beets <[tabeets@gmail.com](mailto:tabeets@gmail.com)>

Member CAO's

By now I am sure most of you have reviewed Bill 25. Thought I would pass along the link, just in case some of you have not had the opportunity yet, and highlight a few paramount areas. The MGA section starts on page 13 of the document, 26 of the PDF file. Interesting changes.

Of course one of the big ones during the MAP review was that minutes must be drafted "without note or comment" and this requirement will be removed from the MGA (Section 208 (a)(i)).

There is the big change to the clerks of an ARB and SDAB in that they will no longer have to be appointed by council as designated officers.

Another big area are the changes to the IDP requirement (Section 631 (1) and (2) and a few things around ICF's (this document must still be done). While there will be, once this bill is passed, a change to the requirement to have an IDP, (but only if both municipalities agree), the environmental component of an IDP is still something to think about and possibly still worth pursuing (watershed, development setbacks, storm sewer management - basically lake management).

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There are some other key areas and I encourage you to read the entire MGA section and share with your council's.

Here is the link:

[https://www.assembly.ab.ca/ISYS/LADDAR\\_files/docs/bills/bill/legislature\\_30/session\\_1/20190521\\_bill-025.pdf](https://www.assembly.ab.ca/ISYS/LADDAR_files/docs/bills/bill/legislature_30/session_1/20190521_bill-025.pdf)

Regards,

**Deb Hamilton**

Executive Director

Association of Summer Villages of Alberta

780-236-5456

[execdirector@asva.ca](mailto:execdirector@asva.ca)

[www.asva.ca](http://www.asva.ca)

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## Summer Village of Nakamun Park Request For Decision (RFD)

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 15<sup>th</sup>, 2020</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Emergency Management Stakeholder Summit 2020</b>
<b>Agenda Item Number:</b>	<b>6(e) – Regular Meeting Business Item 6(e)</b>

### **BACKGROUND/PROPOSAL:**

This item was deferred from our October 2019 meeting pending additional information. The registration link is now open and additional material of the agenda and schedule of events is available (copy attached).

The Stakeholder Summit is usually very well attended and a great opportunity to learn about new and innovative developments in preparing for and responding to emergency situations in our communities. Deputy Mayor LeClair is Council's appointed Emergency Management appointment, as well as Deputy Director of Emergency Management, and had previously indicated her interest in attending.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

The event is being held in Edmonton on February 19<sup>th</sup> and 20<sup>th</sup>, 2020.

### **COSTS/SOURCE OF FUNDING (if applicable)**

The cost of registration is \$350/person for the two-day event. There would also be council per diems and incidentals. The cost would be covered under the 2020 budget if attendance is approved.

### **RECOMMENDED ACTION:**

1. Pending availability of Deputy Mayor LeClair, authorize the attendance of Deputy Mayor LeClair at the 2020 Emergency Management Stakeholder Summit on February 19<sup>th</sup> and 20<sup>th</sup>, 2020 in Edmonton, Alberta.

<b>Initials show support – Reviewed By:</b>	<b>CAO: <i>D. Moskalyk</i></b>
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**Date** Tue, 07 Jan, 20 10:24:01AM  
**From** AEMA Stakeholders  
aema.stakeholders@gov.ab.ca  
**To** AEMA Stakeholders  
aema.stakeholders@gov.ab.ca  
**Subject** 2020 Emergency Management Stakeholder Summit: Registration is Open

Stakeholders,

This email has been sent to you on behalf of NAIT, thank you.

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## Registration is Open

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### 2020 Emergency Management Stakeholder Summit



### Resilience Through Innovation

NAIT and the Government of Alberta are happy to announce that tickets are now on sale for the 2020 Emergency Management Stakeholder Summit.

**When:** February 19 and 20, 2020

**Where:** NAIT Productivity and Innovation Centre (PIC), Edmonton, Alberta

**Cost:** \$350.00 per registration

Visit [nait.ca/emss](http://nait.ca/emss) to get your tickets, view the conference schedule, and select your breakout sessions.

**Register Now**

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# EMERGENCY MANAGEMENT STAKEHOLDER SUMMIT AGENDA

## DAY 1 | FEBRUARY 19, 2020

7:30-8:30

Registration & Breakfast

8:30-9:00

Welcome & Opening Remarks

9:00-10:30

**Hon. Rich Serino**

Innovative Strategies for Developing  
Disaster Risk Resilience

The Innovative Strategies for Developing Disaster Risk Resilience session will explore the new strategies that Emergency Managers will need to know and utilize now and in the future.

10:30-11:00

Break

11:00-12:00

**Laura Stewart**

FireSmart - Living Resiliently with  
our Wildfire Reality

This session will walk through the innovative FireSmart programs, approach and solutions available that will allow us to live resiliently with our new wildfire reality.

**Dave Brand**

Who You Gonna Call? Engaging  
Regional IMT's at the Local Level

Since 2017, Alberta has embarked on its own mission to develop regional All-Hazards Incident Management Teams (AHIMT's) to assist local authorities with incidents that exceed their capacity.

This interactive presentation and panel Q&A will highlight all the important aspects of an AHIMT: what an AHIMT does, who its members are, and most importantly, how to engage in the development and deployment of a regional AHIMT in Alberta.

**Shawna Peddle**

Innovation in Program Design  
toward Community Resilience in  
the Face of Disaster

This presentation will focus on research, evidence, and insights from operations, projects and pilots around response and recovery, personal and community risk awareness and disaster preparedness, community resiliency planning, and risk reduction.

**Reg Fountain**

Alberta's Registration and Reception  
Centre Program - You've Made It Better!

In this session, participants will be given an opportunity to see how the changes and modifications to the program will expedite the processes relating to registering, tracking and monitoring of evacuees, their family members, companion animals and those services employed to support them during emergencies.

**Donna Dupont**

Two Ways of Seeing - Bridging  
Forecasting & Foresight

Today's turbulent environment is a landscape of increasing complexity, decreasing predictability, with risks becoming deep uncertainties. Business-as-usual is no longer sufficient. It requires expanding our capability to anticipate, explore uncertainty, establish insights and generate the creative capacity to shape the future. This presentation will cover the discipline of anticipation and two ways of seeing the world, bridging short-term methods (e.g. forecasting), with long-term methods (e.g. foresight) to support adaptation and future resilience.



CENTRE FOR APPLIED  
DISASTER AND EMERGENCY  
MANAGEMENT



Alberta

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**Christine Malgic**

**The Future of Resilient Infrastructure and Healthy Communities**

Infrastructure around the world is failing; which is having a direct effect on the wellbeing of communities. Chronic under-funding of critical infrastructure is stalling economic progress and are putting businesses and communities at risk. A discussion on the inter-connectivity of these two issues and how you can think about the future of municipalities.

12:00-1:00

Lunch

1:00-2:00

**Trina Innes**

**Managing Risk Through Sustainable Practices**

This interactive session will engage delegates in activities to amplify the connection between risk management and sustainability; explore how climate risks may impact their organization; and demonstrate how climate change risks can be managed through mitigation measures that reduce energy costs and enhance community energy resilience.

**Bob Ford**

**Municipal EM Structures - ICP v ECC**

This session will discuss the Province's approach to implementing ICS in Alberta municipalities, for Type 3 incidents and above. The Province's proposed model suggests that, as an incident expands beyond a Type 4, an appropriate Incident Command Post (ICP) is established to manage the incident. This is contrary to the current practice which push all the ICP Command and General Staff tasks, less Operations Section functions, to the Municipal ECC.

**Stephanie Walsh-Rigby**

**Food Banks: An Untapped Resource in Emergency Management**

Food banks can be an integral partner in emergency management preparedness for municipalities and other organizations. Learn how food banks have supported food relief efforts in previous natural disasters and how they can support your community in the future with our provincial emergency preparedness and response plan for the food bank network.

**Jennifer Wood & Kathleen Turner**

**Hosting Evacuees: The Good, the Bad and the Ugly things we Learned**

This session will present on experience and learnings from receiving evacuees from High Level and other NW Alberta Communities during the 2019 fire season. The interactive session will present topics that help participants understand the importance of ESS and some of the learnings from our experience that they can take to their communities.

**Anthony Todlerian**

**Team Rubicon Canada, Mission & Capabilities**

This session will provide an overview of how Team Rubicon (TR) began, TR's evolution in Canada and how Team Rubicon Canada's Mission unites skilled military veterans and first responders to serve disaster-affected communities at home and abroad. TRC's disaster response capabilities and how they relate to victims of disaster, municipalities, provincial agencies and other stakeholders will be explored.

**Rachael Oliver & Ethan Laverty**

**Preparing for a Disaster: Leading with Recovery**

This interactive presentation introduces participants to a metric-based tool aiming to address the challenges of evaluating overall disaster impacts to a community; communicating recovery progress to residents; and building resilience factors into recovery planning. The recovery process is long and very challenging for communities; this tool will assist local leaders in identifying vulnerabilities, while leveraging existing strengths in the community to build resilience.

2:00-2:30

Break



**CENTRE FOR APPLIED  
DISASTER AND EMERGENCY  
MANAGEMENT**



**Alberta**

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2:30-3:00

**Edmonton Police Services**  
Breathing Life into Dead Material  
\*note some explicit content

David Schneider and three of his team from the Edmonton Police Service's Corporate Communications Branch will talk about taking boring, routine information and making it interesting and engaging. They will also focus on getting the necessary support from your organization to "think outside the box" when it comes to public materials. Their presentation will include visual and digital media examples of communications and messages from the Edmonton Police Service.

**Centre for Applied Disaster & Emergency Management**  
Tour of Simulation Lab

Take a guided tour of CADEM's Emergency Coordination Centre (ECC) Simulation Lab. This immersive training environment will expose delegates to multi-touch technology that provides a unique digital environment for testing, refining, and executing systems and processes for mitigating, preventing, preparing for, responding to, and recovering from emergencies and disasters.

3:30-4:00

Closing Remarks

4:00-7:00

**Michael Mankowski & Charmaine Hammond**  
Networking Reception & Screening of Trailer "The Beast"

Join us for a networking reception as well as a sneak preview of The Beast (working title), an animated re-imagining of Alberta's largest wildfire evacuation and most costly disaster in Canadian history, the 2016 Wood Buffalo wildfire.

A presentation by screenwriter Michael Mankowski and co-producer Charmaine Hammond will share their vision of engaging as many people as possible to foster conversations and support for personal and community resilience.

## DAY 2 | FEBRUARY 20, 2020

7:30-8:30

Registration & Breakfast

8:30-9:00

Opening Remarks

9:00-10:30

**Dr. Robert Gifford**  
The Dragons of Inaction...and How to Slay Them

Most people think climate change and sustainability are important problems, but too few global citizens are engaged in enough mitigating behavior. Why is that? Psychological barriers, or "the dragons" may help explain why we agree that climate change and environmental sustainability are important issues yet fail to take sufficient action to effectively deal with them. This session will focus on the gap between our views on climate change and what we, and others, can do about it.

10:30-11:00

Break

11:00-12:00

**Dr. Jeff Birchall**  
Environmental Extremes & the Role of Decision-makers in Facilitating Community Resilience

With climate models forecasting further variability and an increase in occurrence of extreme events, how decision-makers mobilize is critical to community resilience. A robust response to environmental extremes requires that action is informed by a myriad of decision-maker perspectives: an engineer may be concerned with storm water management; a planner, zoning; and, an emergency manager, how to avoid harm, and how to effectively respond during a disaster.

12:00-1:00

Lunch



CENTRE FOR APPLIED  
DISASTER AND EMERGENCY  
MANAGEMENT



Alberta

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1:00-2:00

**Jeff Sych & Cammie Laird**

Evidence-Based Practices for Supporting the Wellbeing of Public Safety Personnel

One ongoing quiet disaster occurring in our communities is the loss of first responders and public safety personnel to the psychological impact of what they are exposed to in their roles. This session will focus on psychological impacts to our responders as well as to discuss measures for mitigating these effects.

**Vanessa Steinke & Colleen Lamble**

Grassroots Neighborhood Emergency Preparedness Workshop: for neighbors by neighbors

This session will explore a St. Albert workshop where residents created their own emergency plan and built a household emergency kit. The presenters will share the tools, logistics, and how they obtained sponsorship, and kept costs low. Further examining what kind of information residents were interested in and how residents were engaged. The evaluation, results, and plans for further workshops will also be examined.

**Rodney Schmidt**

Structural Protection during Chuckegg Creek Fire - A Lesson Learned

During the Chuckegg Creek Wildfire a large Structural Protection Organization was put in place to protect the town of High Level and surrounding communities. This presentation will cover various topics including: pre-planning, events leading up to the Structural Protection Process, how the organization was set up, priorities, resourcing and key learnings.

**Josh Morin**

Municipal Emergency Management Program Regionalization: Challenges and Lessons Observed in the First Few Years

This presentation will examine the journey undertaken by six municipalities in the development of a comprehensive regional emergency management program. Many valuable insights will be shared around program administration, collective and individual training strategies, intergovernmental liaison, collaborating with industrial and civil society partners.

**Jodi Manz-Henezi**

A shared vision: Engaging Disaster and Emergency Management students towards a more resilient Alberta

The NAIT Disaster and Emergency Management program is committed to producing the most relevant and capable graduates. These emerging professionals are looking for practical opportunities to apply their learning and showcase how they are able to contribute to our shared vision. Come and learn about how you, or your community/organization can benefit from collaborating with a NAIT Disaster and Emergency Management student and help us celebrate the good work that they continue to do.

**Leann Hackman-Carty & Stephen Jordan**

Is your community Resilience READI?

If we really want to make a difference, we need to start investing more in disaster resilience and BEFORE the disaster happens. This includes investments in long-term recovery, resiliency and transformation. This session will highlight how ISD's Resilience READI program is helping communities do just that.

2:00-2:30

Break

2:30-3:00

**Dayle Pett**

Daring to Lead

In Brene Brown's newest book "Dare to Lead" she introduces the top 10 behaviors and cultural issues that leaders identified as 'getting in our way' in organizations across the world. Join Dayle in exploring these 10 behaviors and discussing activities that we can do within your organization to develop brave leaders and a courageous culture.

3:30-4:00

AEMA Achievement Awards

4:00-4:30

Closing Remarks



CENTRE FOR APPLIED  
DISASTER AND EMERGENCY  
MANAGEMENT





**Deputy Minister**  
18th Floor, Commerce Place  
10155 – 102 Street  
Edmonton, Alberta T5J 4L4  
Canada  
Telephone 780-427-4826  
Fax 780-422-9561

AR98385

December 4, 2019

Mr. Dwight Moskalyk  
Chief Administrative Officer  
Summer Village of Nakamun Park  
PO Box 1250  
Onoway Alberta T0E 1V0

Dear Mr. Moskalyk:

I am pleased to advise that your municipality has been selected to participate in a Municipal Accountability Program (MAP) review in 2020. A summary of the program is attached.

The MAP review will include an on-site visit to your municipal office and will consist of:

- a review of municipal documents; and
- discussions with you and, where applicable, your staff regarding policies, procedures, and processes.

To improve program efficiencies, observance of a council meeting will no longer be included in the program as of January 2020.

A report identifying areas of compliance and any legislative gaps that may exist will be provided to you. In order to assist you in addressing any areas of non-compliance, the report will also include recommendations and resources specific to each matter identified. It is my expectation the report generated as a result of the MAP review will be shared with council at a public council meeting.

A municipal accountability advisor will be contacting you in the near future to provide further details regarding the program as well as discuss requirements and scheduling of the MAP review. Scheduling will take into consideration your workload and availability, as well as the council meeting schedule.

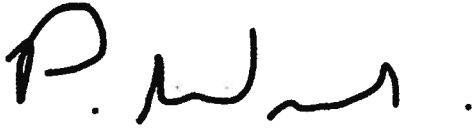
.../2

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If you have any questions or concerns, please contact a municipal accountability advisor with the Municipal Capacity and Sustainability Branch of Municipal Affairs toll-free at 310-0000, then 780-427-2225.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Wynnyk', with a stylized flourish at the end.

Paul Wynnyk  
Deputy Minister

Attachment: MAP Program Summary



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Edmonton - South West*

AR98902

December 4, 2019

Her Worship Marge Hanssen  
Mayor  
Summer Village of Nakamun Park  
PO Box 1250  
Onoway AB T0E 1V0

Dear Mayor Hanssen,

In August, our government provided \$597 million in interim Municipal Sustainability Initiative (MSI) funding to help municipalities and Metis Settlements move forward with their local priorities.

I am pleased to confirm the additional \$74 million in MSI capital funding announced as part of Budget 2019. Combined with the interim funding, municipalities and Metis Settlements will have access to \$671 million in MSI funding, \$641 million under the capital component and \$30 million under the operating component.

For the Summer Village of Nakamun Park, the additional MSI capital funding is \$2,267; \$977 under the MSI component and \$1,290 under the Basic Municipal Transportation Grant (BMTG) component. When added to the MSI capital funding of \$71,023 committed through the Interim Supply in August 2019, your municipality's total capital funding for program year 2019 is \$73,290. Your municipality's MSI operating funding for 2019 remains unchanged at \$10,228.

***The Future of MSI***

Our government committed to helping municipalities meet their infrastructure needs with predictable, long-term funding, and Budget 2019 fulfills this commitment.

In 2020, capital funding will be \$963 million (including MSI Capital and BMTG). This represents a 9 per cent reduction from the previous provincial budget. In 2021, capital funding will be \$897 million (including MSI Capital and BMTG). This represents a 14 per cent reduction from the previous provincial budget. In both years, MSI Operating will be \$30 million.

Allocation estimates for 2020 and 2021 are now available online at [open.alberta.ca/publications/municipal-sustainability-initiative-allocation-estimates-2020-2021](https://open.alberta.ca/publications/municipal-sustainability-initiative-allocation-estimates-2020-2021).

In 2022 and beyond, funding amounts will be determined by the Local Government Fiscal Framework.

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**Local Government Fiscal Framework**

The Local Government Fiscal Framework replaces the MSI program (including BMTG) beginning in 2022. It includes new legislation passed as part of this year's budget, which determines how much capital funding the province must provide to municipalities every year. The framework also includes \$30 million in annual operating funding, though this is not legislated.

In 2022, municipalities will receive \$860 million in capital funding. Calgary and Edmonton will share \$455 million, and other municipalities will share \$405 million.

In following years capital funding will change depending on changes in provincial revenue, which means that municipalities will share in the success of the province. The funding amount will be published two years in advance. For example, the province is legally required to publish the funding amount for 2023 on or before September 30, 2021. Predictable funding will make it easier for municipalities to plan for the future and fulfill planning requirements.

Our government is proud to support municipalities through the Local Government Fiscal Framework, and I will be seeking municipal support in the next steps of this important work. This will include developing a formula to distribute the funding among municipalities, and determining the administrative elements of the program including project eligibility, and application and reporting requirements.

I understand that provincial support is critical for Albertans to receive the infrastructure and services they expect. Working together, as partners, we can ensure these needs are met and set the course for a prosperous future.

Yours very truly,



Kaycee Madu  
Minister

cc: Dwight Moskalyk, Chief Administrative Officer, Summer Village of Nakamun Park

**Date** Thu, 05 Dec, 19 3:05:30PM  
**From** President  
President@auma.ca  
**Subject** Provincial Announcement of Police Funding Model

Dear municipal colleagues,

I'm sure you have already been made aware of yesterday's provincial government announcement of a new police costing model that applies to urban municipalities with populations under 5,000 and all rural municipalities.

AUMA has long advocated for a more equitable police funding model to address RCMP vacancies and the rising costs of policing while improving community safety. We have been equally clear in our advocacy that any new funding model must take into consideration a municipality's ability to pay for policing services, and that paying for policing must give municipalities a say in the delivery of police service in their community.

The new police costing model reflects many of AUMA's recommendations, such as use of population and equalized assessment to simulate demand and ability to pay, and the establishment of an Alberta Police Advisory Board with equal representation from AUMA and RMA to guide the implementation of the new model. The funds generated by this new model, a total of \$286 million over five years, will be invested in frontline law enforcement, with the federal government contributing an additional \$85.6 million to rural policing.

However, there is more work to be done. We are very concerned with the proposed timelines for implementation, which suggest that invoices will be issued as early as next spring, well after municipal budgets have been set for 2020.

We are working with senior staff at the Ministry of Justice and Solicitor General to see if the implementation of the new model can be delayed in order to align with the 2021 municipal budgeting process, and we will pass along any further information once it becomes available.

Provincial staff have also provided us with the attached table that outlines preliminary estimates of the funding model's financial impacts to municipalities. The Ministry of Justice and Solicitor General staff have told AUMA that they will contact municipalities directly to confirm these amounts and provide additional information.

We remain committed to working with our partners at the Rural Municipalities Association (RMA) and the provincial government on this critical priority, as safe and healthy municipalities build strong communities and a stronger Alberta.

If you would like to discuss this further, please feel free to contact me.

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Sincerely,

**Barry Morishita | President**  
Mayor, City of Brooks

---

C: 403.363.9224 | [president@auma.ca](mailto:president@auma.ca)

Alberta Municipal Place | 300 8616-51 Ave Edmonton, AB T6E 6E6



Toll Free: 310-AUMA | [www.auma.ca](http://www.auma.ca)   

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[:2019-12 Police Costing Model - Municipal Costs byMunicipality.pdf \(866K\)](#)

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**Attachment 2: Municipal Impacts of the Police Funding Model**

	NET IMPACT				
	Year 1	Year 2	Year 3	Year 4	Year 5
	10%	15%	20%	30%	30%
MUNICIPALITY	Police Funding Model Share with modifiers less Enhanced Policing Billing	Police Funding Model Share with modifiers less Enhanced Policing Billing	Police Funding Model Share with modifiers less Enhanced Policing Billing	Police Funding Model Share with modifiers less Enhanced Policing Billing	Police Funding Model Share with modifiers less Enhanced Policing Billing
County of Barrhead No. 11	\$ 133,492	\$ 200,382	\$ 266,985	\$ 400,764	\$ 400,764
Lac Ste. Anne County	\$ 235,655	\$ 353,736	\$ 471,311	\$ 707,473	\$ 707,473
Parkland County	\$ 907,378	\$ 1,362,043	\$ 1,814,756	\$ 2,724,085	\$ 2,724,085
Sturgeon County	\$ 586,497	\$ 880,376	\$ 1,172,993	\$ 1,760,751	\$ 1,760,751
Woodlands County	\$ 171,195	\$ 256,977	\$ 342,390	\$ 513,953	\$ 513,953
Yellowhead County	\$ 534,094	\$ 801,716	\$ 1,068,188	\$ 1,603,431	\$ 1,603,431
Town of Mayerthorpe	\$ 23,064	\$ 34,620	\$ 46,127	\$ 69,241	\$ 69,241
Town of Onoway	\$ (140,495)	\$ (130,721)	\$ (120,989)	\$ (101,442)	\$ (101,442)
Alberta Beach	\$ 21,520	\$ 32,303	\$ 43,040	\$ 64,606	\$ 64,606
Summer Village of Birch Cove	\$ 1,114	\$ 1,673	\$ 2,229	\$ 3,346	\$ 3,346
Summer Village of Castle Island	\$ 609	\$ 914	\$ 1,218	\$ 1,829	\$ 1,829
Summer Village of Nakamun Park	\$ 2,663	\$ 3,997	\$ 5,326	\$ 7,995	\$ 7,995
Summer Village of Ross Haven	\$ 4,591	\$ 6,892	\$ 9,182	\$ 13,783	\$ 13,783
Summer Village of Sandy Beach	\$ 5,545	\$ 8,323	\$ 11,089	\$ 16,646	\$ 16,646
Summer Village of Silver Sands	\$ 4,277	\$ 6,420	\$ 8,554	\$ 12,840	\$ 12,840
Summer Village of South View	\$ 1,626	\$ 2,441	\$ 3,252	\$ 4,881	\$ 4,881

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Summer Village of Sunrise Beach	\$ 2,700	\$ 4,053	\$ 5,401	\$ 8,107	\$ 8,107
Summer Village of Sunset Point	\$ 4,922	\$ 7,388	\$ 9,844	\$ 14,776	\$ 14,776
Summer Village of Val Quentin	\$ 5,510	\$ 8,270	\$ 11,019	\$ 16,541	\$ 16,541
Summer Village of West Cove	\$ 4,114	\$ 6,175	\$ 8,228	\$ 12,351	\$ 12,351
Summer Village of Yellowstone	\$ 3,335	\$ 5,006	\$ 6,670	\$ 10,013	\$ 10,013
<b>Total</b>	<b>\$ 15,407,888</b>	<b>\$ 26,655,970</b>	<b>\$ 37,855,777</b>	<b>\$ 60,351,940</b>	<b>\$ 60,351,940</b>

Based on 2018 data from Municipal Affairs Financial Statistics for population and equalized assessment

Based on 2015-2017 weighted crime severity data from Statistics Canada with detachment workload divisions from RCMP

**Note: Negative numbers are included in the table to show the police funding model billing minus the cost of enhanced officers. However, when it comes time to bill, every municipality will receive a PFM invoice and enhanced policing positions will not be billed. See enhanced positions tables for further details.**

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**Date** Wed, 11 Dec, 19 4:32:22PM  
**From** JSG PSD Engagement  
JSG.PSDEngagement@gov.ab.ca  
**Subject** Police Funding Model Billing

Good afternoon,

As you are aware, the police funding model comes into effect April 2020. In response to a request from RMA and AUMA, discussions have been occurring between Justice & Solicitor General and Municipal Affairs regarding the timing of invoicing for the new police funding model.

Municipal Affairs has expressed support for RMA and AUMA's request, as have senior officials within Justice and Solicitor General. As a result, it is our intent to bill in January 2021 for the first year of the police funding model (April 2020 - March 2021).

We hope that this timing will alleviate some of the concerns regarding the police funding model's impact on 2020 municipal budget planning.

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**ALBERTA**  
**MUNICIPAL AFFAIRS**

*Office of the Minister*  
*MLA, Edmonton - South West*

AR99186

To Mayors and Reeves,

Since my appointment as Minister of Municipal Affairs last spring, I have had the opportunity to travel to many communities within Alberta, to hear about your priorities and perspectives. I am very grateful for the way in which you have welcomed me into your communities and shared your thoughts with me. I have also had the pleasure of meeting with many of you during the fall conventions of the Alberta Urban Municipalities Association (AUMA) and Rural Municipalities of Alberta (RMA) and, again, I thank you for the gift of your time and wisdom.

One of the consistent messages I have heard over the past several months is concern regarding Intermunicipal Collaborative Frameworks (ICFs) and Intermunicipal Development Plans (IDPs) - both in terms of the challenges you are facing in building these frameworks and plans, and the challenges posed by the legislated deadline for completion of April 1, 2020.

Intermunicipal collaboration is a priority for me, and for the Government of Alberta; all Albertans benefit when our communities collaborate to share services, create efficiencies, and reduce overall costs for their residents. Therefore, my government colleagues and I agree that it is important to maintain the overall requirements for ICFs and IDPs.

We very much appreciate the work that many of you have done to date, but we also recognize that the current legislative requirements are overly complex and onerous. Based on your feedback, I am proposing important changes to the ICF process as well as IDP requirements. These changes will streamline and clarify the process for building ICFs and IDPs, and I believe will make it much easier for all of you to complete the process by April 1, 2020.

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Earlier this week, these changes were introduced to the Legislative Assembly as part of Bill 25, the *Red Tape Reduction Implementation Act*. The bill contains various amendments to reduce red tape affecting municipalities, with the most substantive changes focused on streamlining and clarifying the ICF/IDP requirements. In particular, I am proposing the following important changes:

- Simplifying reporting to the province;
- Enabling municipalities to adopt ICFs by resolution (or bylaw), to recognize the way in which many municipalities typically adopt cost-sharing agreements;
- Simplifying the process of developing an ICF, so municipalities can focus on discussing and reaching agreement on how to share services that benefit residents in both municipalities, instead of spending too much time on meeting specific process requirements that overcomplicate their discussions;
- Streamlining and clarifying the arbitration process, to more closely align ICF arbitrations with the standard provisions of the *Arbitration Act*, and to very clearly limit the scope of an arbitrator's authority; and
- Enabling municipalities to be exempted from the requirement to develop an IDP, where both municipalities agree that one is not necessary.

None of the proposed amendments will require municipalities to go back and make changes to already completed ICFs and IDPs. For those requiring further work, the proposed legislative changes will make it easier to get this work done. As you move forward, I would like to take this opportunity to remind you of a few key points in relation to ICFs:

1. The deadline of April 1, 2020 remains in place. I am expecting all municipalities to meet this deadline. I am prepared to consider short-term extensions of the deadline in exceptional circumstances, or where municipalities simply need an additional one to two months to be able to complete the process. However, beyond these exceptions, I do not intend to provide time extensions; I encourage all municipalities to act accordingly in order to avoid arbitration and retain local control of ICF content.
2. ICFs are about the cost sharing of services that benefit residents in more than one municipality. They are not about revenue sharing, and I do not support any attempt to leverage the ICF negotiations in an effort to extract a revenue sharing agreement.
3. I do expect municipalities to negotiate in good faith, and to make decisions based on concrete facts. If municipal residents utilize a service in meaningful numbers and/or account for a meaningful proportion of those service costs, I would expect the municipality to compensate the municipality providing those services accordingly.
4. Municipal Affairs will not be evaluating individual ICFs to determine whether they are "a good deal" or not. As Minister, my interest is that you have conversations with your neighbours about shared services, and reach an agreement that makes sense at the local level.



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister*  
*MLA, Edmonton - South West*

-3-

I am optimistic that the legislative changes I am proposing will help ease the way for you to fulfill your legislated obligations to complete ICFs by April 1, 2020. However, the success of these negotiations depends on each of you, and your willingness to engage with your municipal neighbours respectfully and with an openness to reasonable compromise. A locally developed solution is always best, so I encourage all of you to take this opportunity to shape these agreements for yourselves, and for the overall betterment of your regions.

Yours very truly,

Kaycee Madu  
Minister

Attachment: Changes to the ICF and IDP requirements

cc: Alberta Urban Municipalities Association  
Rural Municipalities of Alberta  
Paul Wynnyk, Deputy Minister





## Summary of Changes to Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP) Requirements, and Q&A Reference

Recently announced changes to ICF and IDP legislation will streamline and simplify the requirements. This summary is intended to provide information about the changes and how the requirements will apply going forward. The information is intended to describe the general nature of the most significant changes, but municipalities should refer to the *Municipal Government Act (MGA)* as amended for complete specifics.

The changes will simplify reporting to the province, allow municipalities to adopt an ICF by council resolution, simplify the ICF content requirements, streamline the MGA-prescribed arbitration process that applies when municipalities cannot reach agreement, limit the scope of arbitration to issues of disagreement, and exempt municipalities from the IDP requirement where both municipalities agree.

### Comparative Summary of the Changes

Requirement / Process	Previously	Now
<b>Municipal neighbours that must adopt an IDP</b>	<p>An IDP exemption was available to municipalities with boundaries composed of crown land by mutual agreement.</p> <p>Agreement was to be made by council resolution, and copies of the resolutions were to be filed with the Minister.</p>	<p>An IDP exemption is now available to all municipalities by mutual agreement.</p> <p>There is no requirement to file copies of the council resolutions with the Minister.</p> <p>Any municipality can revoke its agreement by written notice, in which case the municipalities are required to adopt an IDP within one year.</p>

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## Summary of Changes to ICF and IDP Requirements

Requirement / Process	Previously	Now
<b>Contents of an ICF</b>	ICFs were previously required to list all services provided by each municipality; identify how each of those services were best provided, delivered, funded, or discontinued; and set time frames for implementation.	<p>The ICF must now describe the services that benefit residents in more than one of the municipalities.</p> <p>The ICF must identify which municipality is responsible for providing these services and how the service will be delivered and funded.</p> <p>Other services that do not benefit residents in more than one of the municipalities do not have to be listed or addressed in the ICF.</p>
<b>Listed services to be addressed in an ICF</b>	ICFs were required to address a specific list of services which included transportation, water and wastewater, solid waste, emergency services, and recreation.	There is now no requirement to address listed services; just the general requirement above to describe services that benefit residents in more than one of the municipalities.
<b>Method of creating an ICF</b>	ICFs were required to be adopted by bylaw.	ICFs can now be adopted by bylaw or resolution.
<b>Relationship of ICF to IDP</b>	An ICF was not complete until an IDP was also adopted.	The completion of an ICF is now independent of the IDP process. An ICF can be completed before an IDP is completed, or in the absence of an IDP.
<b>Filing an ICF and IDP with the Minister</b>	A copy of the ICF and IDP was required to be filed with the Minister.	There is now no requirement to file copies of the ICF or IDP with the Minister. However, the Minister must be notified that the ICF is completed.
<b>Arbitration process for ICFs</b>	<p>The <i>MGA</i> and ICF Regulation previously set out a detailed arbitration process that applied where municipalities are not able to create a framework or where a dispute is not resolved within one year.</p> <p>The <i>Arbitration Act</i> did not apply to these arbitrations.</p>	Arbitration still applies where municipalities are not able to create a framework or where a dispute is not resolved within one year. However, the <i>Arbitration Act</i> now applies to the arbitration, except as modified by the <i>MGA</i> .

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## Summary of Changes to ICF and IDP Requirements

Requirement / Process	Previously	Now
<b>Arbitration process for IDPs</b>	The ICF arbitration process applied to IDPs.	Where municipalities are not able to agree on an IDP by the due date, the Minister will now refer the matter to the Municipal Government Board for recommendations.  The Minister may subsequently order the municipalities to establish an IDP in accordance with the Minister's order.
<b>Role of the arbitrator</b>	The arbitrator was required to create the ICF.	The arbitrator is now required to make an award that resolves the issues in dispute.  The municipal parties will have the responsibility to create and adopt the ICF in accordance with the arbitrator's award.

## Questions and Answers

*Why were the requirements for ICFs changed?*

- The original ICF content requirements were very prescriptive; the changes simplify the process and allow municipalities to focus on results that will benefit residents and businesses.
- The original ICF rules set out a complete arbitration process, even though the province already has an established process in the *Arbitration Act*. To be consistent and avoid duplication, ICF arbitrations will follow the *Arbitration Act* process except as modified by the *MGA*.

*Are the ICF requirements still mandatory for all municipalities?*

- Municipalities are still required to complete ICFs.
- It is in the best interest of municipalities across the province to work together to reduce duplication of services and infrastructure by creating ICFs.

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## Summary of Changes to ICF and IDP Requirements

*What will happen to ICFs that have been completed, or that are almost completed, using the old rules?*

- No new requirements have been added, so ICFs that have been completed following the previous rules will meet the requirements under the new rules.
- Municipalities that are still in the process of negotiating their ICFs should continue on as scheduled, since any results that meet the current requirements will more than meet the new requirements.

*Do ICFs address revenue sharing?*

- ICFs are only required to address the sharing of costs for services that are intermunicipally delivered or that are provided by one municipality and utilized by the residents of one or more other municipalities.
- ICFs are to be negotiated in good faith based on sharing of costs.
- Municipalities have the autonomy to negotiate revenue sharing agreements on a voluntary basis, but these agreements are not part of the ICF process.

*Under the revised requirements, when do we have to complete our ICFs?*

- The April 1, 2020 deadline to complete ICFs remains in effect.
- This reflects the priority the Government of Alberta places on intermunicipal cooperation, as a means of ensuring that all Albertans benefit from the efficient delivery of local services.
- Changes to the ICF requirements will streamline the process, which may support earlier completion.
- A one-year extension continues to be available for ICFs between municipal districts and improvement districts; between growth management board members; and between a municipality that is a growth management board member and a municipality within its boundary. This extension is available on the condition that all parties agree by resolution and file copies of the resolutions with the Minister within 90 days of passage.
- The Minister of Municipal Affairs has the authority to authorize additional time extensions; however, the Minister has been very clear that he does not intend to approve extensions except in exceptional circumstances.

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## Summary of Changes to ICF and IDP Requirements

*What happens if we can't come to an agreement with our municipal neighbour on our ICF?*

- If the ICF is not completed by the required date, the municipalities involved must refer the matter to an arbitrator.
- A list of private sector arbitrators is available at <https://www.alberta.ca/mediator-and-arbitrator-rosters.aspx>. The roster is not a certification of competency or a credentialing process. It is intended to provide municipalities with a list of arbitrators who have relevant training and experience and who have expressed an interest in intermunicipal arbitration.
- The arbitrator has one year to make an award that resolves the issues in dispute.
- The municipal parties are bound by the arbitrator's award, and must adopt an ICF in accordance with the award.

*Where can we get more information or resources to assist with the changes?*

- For more information,

<b>Phone:</b>	780-427-2225
<b>Toll-free in Alberta:</b>	310-0000
<b>Fax:</b>	780-420-1016
<b>Email:</b>	lgsmail@gov.ab.ca

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# Town of Onoway

Box 540, Onoway, AB T0E 1V0

---

19 December 2019

Alberta Beach  
Box 278  
Alberta Beach, AB T0E 0A0

Attention: Jim Benedict, Mayor, and  
Kathy Skwarchuk, CAO

Summer Village of Val Quentin  
Box 7, Site 19, RR 1  
Gunn, AB T0E 1A0

Attention: Bob Lehman, Mayor, and  
Dennis Evans, CAO

Summer Village of Silver Sands  
Box 8  
Alberta Beach, AB T0E 0A0

Attention: Bernie Poulin, Mayor, and  
Wendy Wildman, CAO

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

Attention: Brenda Shewaga, Mayor,  
and Wendy Wildman, CAO

Summer Village of Ross Haven  
Box 70, Site 19, RR1  
Gunn, AB T0E 1A0

Attention: Louis Belland, Mayor and  
Tony Sonneleitner, CAO

Summer Village of Sunset Point  
Box 596  
Alberta Beach, AB T0E 0A0

Attention: Richard Martin, Mayor, and  
Matthew Ferris, CAO

Summer Village of Castle Island  
7 Delwood Place  
St. Albert, AB T8N 6Y5

Attention: Ian Kupchenko, Mayor, and  
Shelley Marsh, CAO

Summer Village of South View  
Box 8  
Alberta Beach, AB T0E 0A0

Attention: Sandi Benford, Mayor, and  
Wendy Wildman, CAO

Summer Village of Nakamun Park  
Box 1250  
Onoway, AB T0E 1V0

Attention: Marge Hanssen, Mayor, and  
Dwight Moskalyk, CAO

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Dear Sirs and Madams:

**Re: Town of Onoway Fire Services Agreement**

I am pleased to advise that the Town wishes to extend its working relationship both with North West Fire Rescue – Onoway Ltd. (“North West”) and each of your municipalities for the provision of fire services to our communities.

The purpose of this letter is to provide the notice required under paragraph 3 of the Fire Services Agreements between the Town and each of your municipalities (the “Agreement”), that the Town is exercising its option to extend the term of each such Agreement for a further 5 year period. This will extend the term of each Agreement to the period from January 1, 2021 through December 31, 2025.

As outlined in each Agreement, this term extension will be based on all the same terms except for the fee schedule for fire services. We look forward to working with all of you and North West to confirm the updated fee schedule in the new year.

I confirm that the Town is concurrently providing notice to North West of the extension of the term for the master Fire Services Agreement between the Town and North West.

*On behalf of the Town of Onoway, I thank you for your support and contribution to this successful initiative and the many other collaborative efforts between us that benefit all our respective communities. We wish all of you, your respective council members, your staff, and all your families, a festive and safe holiday season and all the best in 2020!*

Yours truly,



Wendy Wildman  
Chief Administrative Officer  
Town of Onoway

/ww

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# Town of Onoway

Box 540, Onoway, AB T0E 1V0

---

19 December 2019

North West Fire Rescue – Onoway Ltd.  
Box 1550  
Onoway, AB. T0E 1V0

Attention: David Ives, Director and Fire Chief

Dear Dave:

**Re: Town of Onoway Fire Services Agreement**

I am pleased to advise that the Town wishes to extend its working relationship with North West Fire Rescue – Onoway Ltd.

The purpose of this letter is to provide the notice required under paragraph 4 of the Master Fire Services Agreement dated January 1, 2016 (the "Agreement"), that the Town is exercising its option to extend the term of the Agreement for a further 5 year period. This will extend the term of the Agreement to the period from January 1, 2021 through December 31, 2025.

As outlined in the Agreement, this term extension will be based on all the same terms except for the fee schedule for fire services. We look forward to working with you to confirm the updated fee schedule in the new year. We are also interested in discussing any potential amendments to the Agreement which, based on any lessons learned over the last 5 years, might be proposed to improve the Agreement moving forward (any such amendments to be documented in writing if agreed by all parties).

I confirm that the Town is concurrently providing notice to the Additional Municipalities of the extension of the term for the matching agreements between the Town and these municipalities for fire services.

I also note that there has been some discussion with you and other local municipalities respecting North West's potential provision of fire services (through its partnership with the Town) to these other communities. We also look forward to discussions with you and these other communities in this respect in the year ahead.

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*On behalf of the Town and the Additional Municipalities, we thank you for your work in our communities over the last 5 years. We wish you, your family, and your staff a festive and safe holiday season and all the best in 2020!*

Yours truly,

A handwritten signature in black ink, appearing to read "Wendy Wildman". The signature is fluid and cursive, with the first name "Wendy" being more prominent than the last name "Wildman".

Wendy Wildman  
Chief Administrative Officer  
Town of Onoway

/ww

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Town of Mayerthorpe

Report Range : 2019/10/01 0000 to 2019/10/31 2359 Report Title : NAKAMUN DAILY EVENTS

10/12/2019

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/10/12 1000 DAWN, DWIGHT  
2019/10/12 1115 TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE  
PATROLLED VILLAGE, QUITE A FEW PEOPLE OUT CLEANING PROPERTIES AT CABINS, BUT VERY LITTLE TRAFFIC

10/22/2019

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/10/22 1500 DAWN, DWIGHT  
2019/10/22 1630 TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE  
PATROL VILLAGE, BIT OF A DREARY DAY AND REAL QUIET, BUT PATROLLED ROADS CHECKING ON SECURITY OF HOMES.

10/31/2019

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/10/31 1200 DAWN, DWIGHT  
2019/10/31 1330

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TOWN OF MAYERTHORPE

GENERAL PATROL

NAKAMUN PARK

SUMMER VILLAGE

PATROLLED VILLAGE CHECKING PROPERTIES, NO TRAFFIC AT ALL TODAY, COOL WINDY, WET, SNOW MIX FOR HALLOWEEN.

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Total Events: 3

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**Town of Mayerthorpe**

**Report Range :** 2019/11/01 0000 to 2019/11/30 2359 **Report Title :** NAKAMUN DAILY EVENTS

11/8/2019

**TOWN OF MAYERTHORPE**

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/11/08 1530 DAWN, DWIGHT  
2019/11/08 1700 TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE  
RAINING OUT NOW, VERY QUIET IN THE VILLAGE, MAINLY MONITORING SECURITY OF HOMES, ZERO TRAFFIC TODAY

11/15/2019

**TOWN OF MAYERTHORPE**

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/11/15 1030 DAWN, DWIGHT  
2019/11/15 1200 TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE  
PATROLLED VILLAGE ROADS A COUPLE TIMES AND CHECKED SECURITY OF RESIDENCES AND RADAR ON EAST SIDE OF VILLAGE, BUT NO TRAFFIC TODAY

11/23/2019

**TOWN OF MAYERTHORPE**

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/11/23 1300 DAWN, DWIGHT  
2019/11/23 1430

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TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE

PATROLLED VILLAGE, GORGEOUS DAY OUT, BUT NO TRAFFIC, CHECKED ON SECURITY OF RESIDENCES

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11/29/2019

TOWN OF MAYERTHORPE

Events:	
Date/Time	Officer
	Backup Officers
	Group
Event	
Location	

2019/11/29 0800

DAWN, DWIGHT

2019/11/29 0930

TOWN OF MAYERTHORPE

GENERAL PATROL  
NAKAMUN PARK  
SUMMER VILLAGE

PATROLLED THE VILLAGE ROADWAYS, QUIETER THAN NORMAL THIS MORNING, RESIDENCES LOOKING SECURE

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Total Events: 4

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