

SUMMER VILLAGE OF NAKAMUN PARK

AGENDA

Wednesday March 15th, 2023 – at Wildwillow Enterprises Inc. Main Office (2317 Township Road 545, Lac Ste. Anne County, Alberta, T0E 1V0, East End Fire Hall of LSAC) - 4:00 P.M.

1. Call to order:
2. Agenda: a) Wednesday March 15th, 2023 Regular Council Meeting
- (1-3) 3. Minutes: a) Wednesday February 15th, 2023 Regular Council Meeting
b)
4. Appointment: a)
5. Bylaws/Policies: a)
b)
- (4-6) 6. Business: a) ASVA Introduction and 2023 Conference Pre-Planning – RFD 2023-10 is attached for consideration.
(7-8) b) Oneway Regional Fire Services, Name Change Matter – RFD 2023-11 is attached for review and direction.
(9-13) c) WILD Water Capital Costs Phase III and IV – RFD 2023-12 is attached for review and direction.
(14-27) d) Safety Codes Services, Superior Safety Codes Inc. Contract Renewal – RFD 2023-13 is attached for review and direction.
e) Discussion on the request for village security cameras.
f) Draft Operating and Capital Budget – March 8th, 2023 Version (Draft 2) – Will be presented for review and discussion during meeting time. Direction will be to incorporate changes as discussed at meeting time and return a revised copy for further review at the March meeting.
g)
h)
7. Financial a) N/A
8. Councillor Reports a) Mayor
b) Deputy Mayor
c) Councillor

SUMMER VILLAGE OF NAKAMUN PARK

AGENDA

Wednesday March 15th, 2023 – at Wildwillow Enterprises Inc. Main Office (2317 Township Road 545, Lac Ste. Anne County, Alberta, T0E 1V0, East End Fire Hall of LSAC) - 4:00 P.M.

9. Administration Reports

- a) CAO
 - a. Audit
 - b. Budget
 - c. Newsletter Items
 - d. Provincial Budget Matters
 - e. Emergency Management Meetings/Exercises Clarification

10. Information and Correspondence

(28-31)

- a) Gov't of Alberta, Municipal Affairs – March 8th, 2023 letters regarding the introduction of the 2023 Provincial Budget and the impact on the framework of the Local Government Fiscal Framework (LGFF) in 2024/2025.

(32-37)

- b) Alberta health Services, COVID-19 in Continuing Care Audit Report – February 23, 2023 email outlining the recent auditors report on AHS services in continuing care facilities during the COVID-19 pandemic. Included are the recommendation made to address noted concerns/threats.

(38)

- c) Government of Alberta, Municipal Affairs – February 17th, 2023 letter confirming the extension of the Municipal Accountability Program (MAP) Review compliance deadline to May 31, 2023. The only item outstanding is the revision to the Land Use Bylaw.

11. Closed Meeting

- a) N/A

12. Next Meeting Date

- a) Schedule the next regular council meeting for April 19th, 2023 (or alternate date).

13. Adjournment

Upcoming Meetings:

March 15th, 2023 – Regular Council Meeting
April 19th, 2023 – Regular Council Meeting
May 17th, 2023 – Regular Council Meeting
June 10th, 2023 – SVLSACE Meeting
June 16th, 2023 – Regional Meeting

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON WEDNESDAY FEBRUARY 15th, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	PRESENT	<p>Mayor: Marge Hanssen Deputy Mayor: Keith Pederson Councillor: Harry Kassian (via Zoom)</p> <p>Administration: Dwight Moskalyk, CAO Shelley Vaughan, FCSS Coordinator</p> <p>Appointments: Greg Edwards, GM Infrastructure (Lac Ste. Anne County)</p> <p>Absent: N/A</p> <p>Public Works: N/A Public at Large: N/A</p>
1.	CALL TO ORDER	Mayor Hanssen called the meeting to order at 2:05 p.m.
2.	AGENDA 16 - 23	MOVED by Councillor Kassian that the agenda for the Wednesday February 15 th , 2023 regular council meeting be approved as presented. CARRIED.
3.	MINUTES 17 - 23	MOVED by Mayor Hanssen that the minutes for the Wednesday January 18 th , 2023 Regular Meeting of council be approved as presented. CARRIED.
4.	APPOINTMENT G. Edwards in (2:30pm) G. Edwards out (3:17pm)	2:30pm – Greg Edwards, General Manager Infrastructure (Lac Ste. Anne County) – to discuss joint services and projects, collaboration opportunities. Greg Edwards arrived at 2:30pm Greg Edwards exited at 3:17pm
5.	BYLAW	N/A
6.	BUSINESS 18 - 23	MOVED by Mayor Hanssen that Council approve a Letter of No Objection to the property owners at 5035-6 th Street valid for a term on one year, in support

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON WEDNESDAY FEBRUARY 15th, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

		of the applicants application for a seasonal dock placed adjacent to municipal property R3. CARRIED.
S. Vaughan in (2:15pm)		Shelley Vaughan arrived the meeting at 2:15pm
19 - 23		MOVED by Mayor Hanssen that Council accepts as information the report presented by Shelley Vaughan, Family and Community Support Services Coordinator for the Summer Village of Nakamun Park, and authorizes Administration to proceed with the 2023 FCSS allocations as discussed, retaining the split allocation framework as in prior years. CARRIED.
S. Vaughan out (2:30pm)		Shelley Vaughan exits the meeting at 2:30pm
20 – 23		MOVED by Deputy Mayor Pederson that Council confirms the appointment of Geryl Amarin as Certified Assessment Review Board Clerk, and Darlene Chartrand, Tina Groszko, Steward Henning, Richard Knowles, and Raymond Ralph as Certified Assessment Review Board Panellists, and Raymond Ralph as Assessment Review Board Chair. CARRIED.
21 - 23		MOVED by Councillor Kassian that Council confirms that they have been presented with, and have duly reviewed, the circulated Emergency Management documents, specifically the SVREMP Regional Activation Framework, Organizational Chart; the Local Activation Process for Emergencies Level 4 or 5, the SVREMP Activation Process for Emergencies Level 1, 2, and 3; The State of Local Emergency (SOLE) background and templates, and the Shelter in Place background and templates, as presented. CARRIED.
22 – 23		MOVED by Deputy Mayor Pederson that Council approve the membership of the Summer Village of Nakamun Park in the Rural Crime Watch North East Lac. Ste. Anne chapter, and authorize the attendance of Mayor Hanssen to these meetings as a standing committee appointment, beginning with the Feb. 15 th , 2023 Annual General Meeting in Onoway. CARRIED.
23 - 23		MOVED by Mayor Hanssen that the discussion on Draft Operating and Capital Budgets for 2023 be accepted as information, and that Administration be authorized to make the changes as discussed and return a revised draft for further consideration to the next meeting. CARRIED.

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON WEDNESDAY FEBRUARY 15th, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

7.	FINANCIAL	N/A
8.	COUNCIL REPORTS 24 - 23	MOVED by Councillor Kassian that Council accept the Council Reports for information, as presented. CARRIED.
9.	ADMINISTRATION /PUBLIC WORKS REPORTS 25 - 23	MOVED by Councillor Kassian that Council accept the Administration and Public Works reports for information, as presented. CARRIED.
10.	INFORMATION / CORRESPONDENCE 26 - 23	MOVED by Deputy Mayor Pederson that the following information and correspondence items be accepted as information: a) Gov't of Alberta, Seniors, Community and Social Services – Jan. 18 th , 2023 letter highlighting the FCSS program and initiatives, including contact information for the 52 local FCSS administrator support contacts province-wide, for reference. CARRIED.
11.	CLOSED MEETING	N/A
12.	NEXT MEETING 27 - 23	MOVED by Mayor Hanssen that the next regularly scheduled meeting be held on Wednesday February 15 th , 2023 at 4:00 p.m. CARRIED.
13.	ADJOURNMENT	Mayor Hanssen declared the meeting adjourned at 4:28 p.m.

Mayor Marge Hanssen

Chief Administrative Officer Dwight Moskalyk



Summer Village of Nakamun Park Request For Decision (RFD) 2023-10

Meeting:	Regular Council
Meeting Date:	March 15th, 2023
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	ASVA Appointment of New Executive Director and Planning on the 2023 Annual Conference, Input Requested.
Agenda Item Number:	6(a) – Business

BACKGROUND/PROPOSAL:

The Association of Summer Villages of Alberta (ASVA) is the preeminent advocacy group for the summer villages in Alberta. Summer Villages, including Nakamun Park, are members of the ASVA. Recent undertakings of ASVA include the procurement of a new Executive Director (manager), and correspondence also indicates that with the new management in place the pre-planning for the Annual Conference (Oct. 19th and 20th, 2023) is underway. As a member, your input on topics and framework for the conference are welcomed.

The March 2nd, 2023 announcement on the appointment of Kathy Krawchuk as Executive Director is attached for information.

The March 8th, 2023 introduction and solicitation of input for the Annual Conference is attached as well.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

There is no action required on either of these matters, and they could be simply accepted as information. However, the invitation for input provides council with an opportunity to respond. If Council does have a topic they would like to see incorporated into 2023 convention, or any other recommendations on how the conference could better serve the needs/expectations of the membership, this is a good time to provide same as a member municipality.

COSTS/SOURCE OF FUNDING (if applicable)

N/A, though worth noting that if changes are recommended and adopted by ASVA the change in costs will likely be reflected in final ticket/registration/membership costs.

RECOMMENDED ACTION:

1. That Council accept the March 2nd, 2023 and March 8th, 2023 correspondence from the Association of Summer Villages of Alberta as information.

Initials show support – Reviewed By:	CAO: <i>D. Moskalyk</i>
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Association of
SUMMER VILLAGES
OF ALBERTA

March 2, 2023

Attention Summer Villages

NEW EXECUTIVE DIRECTOR

The Board of Directors of the Association of Summer Villages of Alberta would like to announce the appointment of **Kathy Krawchuk** as the new Executive Director effective March 1, 2023. Kathy brings to the position a wealth of experience and an enthusiastic attitude. Please join the Board in welcoming her to the organization.



Kathy Krawchuk has spent her career working in the municipal government sector. She received her Local Government in Municipal Administration Certificate in 2013, National Advanced Certificate in Local Authority Administration in 2015 through the University of Alberta. In 2015 she received her Local Government Managers Designation through the Society of Local Government Managers. She was employed at one municipality throughout her 32-year career, working in a variety of areas including utilities, payables, economic development, assistant Chief Administrative Officer, and 12 years as Chief Administrative Officer. Throughout her Chief Administrative career, she was members of the Local Government Administration Association and the Canadian Association of Municipal Administrators.

Kathy enjoys spending quality time with her husband, family, and friends playing board games, recreational activities, travelling and relaxing by a backyard fire.

Kathy looks forward to working with the ASVA Board, Summer Village Councils and Chief Administrative Officers.

Mike Pashak
President

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Date Wed, 08 Mar, 23 7:53:51PM
From ASVA Exec Director
summervillages@gmail.com
To ASVA
summervillages@gmail.com
Subject Introduction and ASVA's 65th Conference

Attention: Members of Council and CAO's

Hello to all, my name is Kathy Krawchuk, I'm excited to be the new Executive Director for the ASVA. I look forward to working with all of you, if you need anything, please feel free to contact me.

In 2023 we are celebrating the ASVA's 65th annual conference scheduled for October 19 & 20, As we begin planning the program, we are seeking input from the members pertaining to conference speakers and discussion topics that would be beneficial to the attendees. Please forward any suggestions that you may have.

Thank you.

Warm regards,

Kathy Krawchuk
Executive Director
Association of Summer Villages of Alberta
780-236-5456
execdirector@asva.ca
www.asva.ca

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Summer Village of Nakamun Park Request For Decision (RFD) 2023-11

Meeting:	Regular Council
Meeting Date:	March 15th, 2023
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Onoway Regional Fire Services, Name Change Authorization Request
Agenda Item Number:	6(b) – Business

BACKGROUND/PROPOSAL:

Attached is a March 8th, 2023 letter from the Town of Onoway regarding an administrative process matter with the fire service agreement.

In essence, the current fire service provider, Onoway regional Fire Service, holds a contract with a private contractor (North West Fire and Rescue) to fulfill the terms of the service agreement (fire services). The contractor is looking to change their corporate name and therefore the agreement and administrative framework must be amended to reflect same, in theory requiring a renegotiation of same.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The request is that the referenced motion be considered and passed by members. The request is that this is completed and submitted back the Town not later than April 15th, 2023.

The only concern I have is that the motion offered is perhaps a bit too vague. I would clarify that the authorization is to renegotiate to incorporate the name change, but leave the schedule of other services and terms functionally unaltered. I don't want this to be used as a pretext to renegotiate the whole framework as it was just recently reviewed and renewed. In fact you really only need this to be an amending agreement to address the name change, but either way works.

Also, I believe the names offered in the motion are incomplete – it is North West Fire Rescue – Onoway Ltd. and the new name is Fire Rescue International – Onoway Ltd., but that is a small technicality overall.

COSTS/SOURCE OF FUNDING (if applicable)

N/A, any costs for renegotiation (and there should be minimal costs as this is a simple edit), would be borne by the Onoway Regional Fire Services fees.

RECOMMENDED ACTION:

1. That Council agrees to Onoway Regional Fire Services negotiating a new agreement, or an amending agreement, with the name change of the fire services provider from North West Fire Rescue to Fire Rescue International, a non-profit service provider, on same or similar terms as the existing service contract.

Initials show support – Reviewed By: **CAO: D. Moskalyk**

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Town of Onoway

Mail: Box 540
Onoway, Alberta
T0E-1V0
Town Office: 4812-51 Street
Phone: 780-967-5338

March 8, 2023

ORFS – All Member Municipalities - Alberta Beach; Castle Island; Nakamun; Onoway; Ross Haven; Silver Sands; South View; Sunset Point; Val Quentin; Yellowstone

RE: Fire Rescue International

Chief Ives and I met with Michelle Gallagher, Patriot Law, to discuss the request from Chief Ives to rename North West Fire Rescue as Fire Rescue International.

Before this can be accomplished, all member municipalities must consider the following Council resolution:

“THAT Council agree to Onoway Regional Fire Services negotiating a new agreement with a name change of the fire services provider from North West Fire Rescue to Fire Rescue International, a non-profit service provider”.

The documents that are included to facilitate this change are: WCB agreements; insurance documentation and certification documents. Documents are available upon request. It is important to note that ALL costs associated with this name change request are to be borne by Fire Rescue International.

Please provide Council’s direction regarding this matter by April 15, 2023.

Sincerely,

Jennifer Thompson
Chief Administrative Officer
Town of Onoway

JT/dg
cc: Council, Town of Onoway

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Summer Village of Nakamun Park Request For Decision (RFD) 2023-12

Meeting:	Regular Council
Meeting Date:	March 15th, 2023
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	WILD Water Capital Costs – Phase III and IV, Repayment Options
Agenda Item Number:	6(c) – Business

BACKGROUND/PROPOSAL:

Further to early discussion on same during last budget review (Feb. 15th, 2023), we have received further clarification from the WILD Water Commission on the member payment options related to the Phase III and IV capital costs.

Administration is looking for confirmation how Council would like to arrange for the payment of same so that we can correctly reflect in the current and long-term budgets and plans.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The Commission has retained both options for repayment as provided in previous phases: debenture repayment (25 years of semi annual payments), or an upfront lumpsum payment. The only notable difference to this discussion is that because of the financing climate at this time, the lump sum is adjusted to reflect a financing cost so that the commission ensures a breakeven on repayment schedule, as approved by their Board of Directors. This means the Upfront cost is slightly higher than previously estimated.

We could debenture as suggested in the previous budget discussion. We could also pay upfront and use grant funds to cover this expense without a short or long-term impact on the budget and tax rates. Both options have pros and cons and we can discuss more during the meeting.

COSTS/SOURCE OF FUNDING (if applicable)

Costs will either form part of the annual budget or be covered by reserves/grant funds.

RECOMMENDED ACTION:

1. That Council accept the March 1st, 2023 correspondence from the WILD Water Commission as information, AND THAT the the Summer Village of Nakamun Park opts for the _____ repayment option for Phase III and Phase IV Capital Costs and directs Administration to incorporate same into the budget as discussed.

Initials show support – Reviewed By:	CAO: <i>D. Moskalyk</i>
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**WEST INTER LAKE DISTRICT (WILD)
REGIONAL WATER SERVICES COMMISSION**

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

March 1st, 2023

TO: ALL COMMISSION MEMBERS

(Sent by E-Mail)

Dear Member,

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

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

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

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

Regards,



Dwight Darren Moskalyk
Commission Manager
WILD Water Commission

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

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

Table of Established 2023 Fees and Debentures - Final

Member	Admin and Governance	Phase I Deb.	Phase II Deb.	Phase III Deb.	Phase IV Deb.	Total Requisitions 2023
Alberta Beach	\$ 13,086.93	\$ 24,710.12	\$ 16,159.14	\$ 17,768.59	\$ 14,045.18	\$ 85,769.95
Alexis Nakota Sioux Nation	\$ 9,899.22	\$ -	\$ -	\$ 13,440.53	\$ 10,624.06	\$ 33,963.80
Lac Ste. Anne County	\$ 7,877.31	\$ 14,873.57	\$ 9,726.54	\$ 10,695.31	\$ 8,454.10	\$ 51,626.85
Parkland County	\$ 11,510.89	\$ -	\$ -	\$ 15,628.75	\$ 12,353.74	\$ 39,493.38
Parkland County (Wabamun)	\$ 8,968.76	\$ -	\$ 11,074.21	\$ 12,177.21	\$ 9,625.47	\$ 41,845.65
Paul First Nation	\$ 12,971.04	\$ -	\$ -	\$ 17,611.25	\$ 13,920.80	\$ 44,503.09
S.V. of Castle Island	\$ 118.43	\$ -	\$ -	\$ 160.80	\$ 127.10	\$ 406.33
S.V. of Kapasiwin	\$ 107.40	\$ -	\$ -	\$ 145.82	\$ 115.26	\$ 368.48
S.V. of Lake View	\$ 290.18	\$ 547.90	\$ 358.30	\$ 393.99	\$ 311.43	\$ 1,901.80
S.V. of Nakamun Park	\$ 709.39	\$ 1,339.44	\$ -	\$ 963.16	\$ 761.33	\$ 3,773.32
S.V. of Ross Haven	\$ 1,596.10	\$ 3,013.68	\$ 1,970.79	\$ 2,167.08	\$ 1,712.97	\$ 10,460.61
S.V. of Sandy Beach	\$ 1,926.62	\$ 3,637.75	\$ 2,378.90	\$ 2,615.84	\$ 2,067.69	\$ 12,626.81
S.V. of Seba Beach	\$ 1,636.39	\$ 3,089.75	\$ 2,020.53	\$ 2,221.78	\$ 1,756.21	\$ 10,724.66
S.V. of Sunrise Beach	\$ 1,370.38	\$ 2,587.49	\$ 1,692.08	\$ 1,860.61	\$ 1,470.72	\$ 8,981.28
S.V. of Sunset Point	\$ 1,950.79	\$ 3,683.40	\$ 2,408.75	\$ 2,648.66	\$ 2,093.63	\$ 12,785.24
S.V. of Val Quentin	\$ 1,459.07	\$ 2,754.94	\$ 1,801.59	\$ 1,981.03	\$ 1,565.90	\$ 9,562.52
S.V. of West Cove	\$ 1,362.32	\$ 2,572.27	\$ -	\$ 1,849.67	\$ 1,462.07	\$ 7,246.34
S.V. of Yellowstone	\$ 1,370.38	\$ -	\$ -	\$ 1,860.61	\$ 1,470.72	\$ 4,701.71
Town of Onoway	\$ 13,038.42	\$ 24,618.53	\$ 16,099.24	\$ 17,702.73	\$ 13,993.12	\$ 85,452.04
Total	\$ 91,250.00	\$ 87,428.84	\$ 65,690.08	\$ 123,893.44	\$ 97,931.50	\$ 466,193.86

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WILD Water Commission - Projected Budget Requisitions per Member (2023)				
Phase III Capital Costs - Prospective 2023 Payments				
Member	% Allocation	Phase III Capital Cost*	Or	Phase III Debenture*
Alberta Beach	14.34%	\$ 323,838.67		\$ 17,768.59
Alexis Nakota Sioux Nation	10.85%	\$ 244,958.17		\$ 13,440.53
Lac Ste. Anne County	8.63%	\$ 194,925.71		\$ 10,695.31
Parkland County	12.61%	\$ 284,839.34		\$ 15,628.75
Parkland County (Wabamun)	9.83%	\$ 221,933.79		\$ 12,177.21
Paul First Nation	14.21%	\$ 320,970.99		\$ 17,611.25
S.V. of Castle Island	0.13%	\$ 2,930.57		\$ 160.80
S.V. of Kapasiwin	0.12%	\$ 2,657.59		\$ 145.82
S.V. of Lake View	0.32%	\$ 7,180.57		\$ 393.99
S.V. of Nakamun Park	0.78%	\$ 17,553.98		\$ 963.16
S.V. of Ross Haven	1.75%	\$ 39,495.78		\$ 2,167.08
S.V. of Sandy Beach	2.11%	\$ 47,674.62		\$ 2,615.84
S.V. of Seba Beach	1.79%	\$ 40,492.71		\$ 2,221.78
S.V. of Sunrise Beach	1.50%	\$ 33,910.31		\$ 1,860.61
S.V. of Sunset Point	2.14%	\$ 48,272.77		\$ 2,648.66
S.V. of Val Quentin	1.60%	\$ 36,104.89		\$ 1,981.03
S.V. of West Cove	1.49%	\$ 33,710.92		\$ 1,849.67
S.V. of Yellowstone	1.50%	\$ 33,910.31		\$ 1,860.61
Town of Oneway	14.29%	\$ 322,638.34		\$ 17,702.73

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

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WILD Water Commission - Projected Budget Requisitions per Member (2023)				
Phase IV Capital Costs - Prospective 2023 Payments				
Member	% Allocation	Phase IV Capital Cost*	Or	Phase IV Debenture*
Alberta Beach	14.34%	\$ 256,001.78		\$ 14,045.18
Alexis Nakota Sioux Nation	10.85%	\$ 193,644.96		\$ 10,624.06
Lac Ste. Anne County	8.63%	\$ 154,093.18		\$ 8,454.10
Parkland County	12.61%	\$ 225,171.93		\$ 12,353.74
Parkland County (Wabamun)	9.83%	\$ 175,443.67		\$ 9,625.47
Paul First Nation	14.21%	\$ 253,734.82		\$ 13,920.80
S.V. of Castle Island	0.13%	\$ 2,316.68		\$ 127.10
S.V. of Kapasiwin	0.12%	\$ 2,100.88		\$ 115.26
S.V. of Lake View	0.32%	\$ 5,676.40		\$ 311.43
S.V. of Nakamun Park	0.78%	\$ 13,876.82		\$ 761.33
S.V. of Ross Haven	1.75%	\$ 31,222.31		\$ 1,712.97
S.V. of Sandy Beach	2.11%	\$ 37,687.86		\$ 2,067.69
S.V. of Seba Beach	1.79%	\$ 32,010.40		\$ 1,756.21
S.V. of Sunrise Beach	1.50%	\$ 26,806.86		\$ 1,470.72
S.V. of Sunset Point	2.14%	\$ 38,160.72		\$ 2,093.63
S.V. of Val Quentin	1.60%	\$ 28,541.73		\$ 1,565.90
S.V. of West Cove	1.49%	\$ 26,649.24		\$ 1,462.07
S.V. of Yellowstone	1.50%	\$ 26,806.86		\$ 1,470.72
Town of Onoway	14.29%	\$ 255,052.89		\$ 13,993.12

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

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Summer Village of Nakamun Park Request For Decision (RFD) 2023-13

Meeting:	Regular Council
Meeting Date:	March 15th, 2023
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Safety Codes Services Agreement (Renewal) – Superior Safety Codes Inc.
Agenda Item Number:	6(d) – Business

BACKGROUND/PROPOSAL:

Superior Safety Codes Inc has been the accredited services provider to the municipality for several contract terms. We have maintained an excellent working relationship with their team and the reporting and review process seems to be running smoothly.

The previous contract is soon expiring and the request is for a renewal of the services. The service provider has provided a new agreement and same is attached for review.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The service agreement is fundamentally the same as previous agreements and is offered at another three year term (expiring Dec. 31st, 2025). There are no notable changes to the process or reporting expectations, of the obligations of the municipality, that need to be considered. There are also no noted changes to the fee structure (permit fees, etc.) that should raise concern.

Administration recommended renewal of the service agreement as presented. If Council would rather investigate other options we can arrange to review same and bring back option.

COSTS/SOURCE OF FUNDING (if applicable)

Contractor costs are covered under than annual budget, and permit fees are recovered by the contractor (with a prorated portion of total fees surrendered back to the municipality quarterly based on number of permits issued).

RECOMMENDED ACTION:

1. That Council approve the Superior Safety Codes service agreement as presented, expiring on Dec. 25th, 2025, and authorise execution of same by Mayor Hanssen and CAO Moskalyk

Initials show support – Reviewed By:	CAO: <i>D. Moskalyk</i>
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(14)

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 17 DAY OF February, 2023.

BETWEEN:

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

-and-

SUPERIOR SAFETY CODES INC.
100, 14535-118 Avenue
Edmonton, AB T5L 2M7
"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,

(15)

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;

- 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;

- 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

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.

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.
100, 14535-118 Avenue
Edmonton, AB T5L 2M7
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.

- 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, 2023** and expires on **December 31, 2025** 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.

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.

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.


- 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:  _____



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Shaw*

AR110967

Dear Chief Elected Officials:

The Government of Alberta understands the important role of local governments in fostering vibrant communities and supporting the provincial economy, and we are committed to ensuring municipalities and Metis Settlements meet their infrastructure and operating needs.

In keeping with this commitment, next year we will be introducing the Local Government Fiscal Framework (LGFF), an updated framework that ties funding to provincial revenue changes, which will ensure sustainable funding levels for the province and allow municipalities to plan more effectively for the future. The baseline funding amount for the LGFF will be \$722 million in 2024/25. Subject to approval by the Legislature, the legislation will be updated so that this amount will increase or decrease at 100 per cent of the percentage change in provincial revenues from three years prior, rather than 50 per cent as legislated. In light of this change, capital funding under the Municipal Sustainability Initiative (MSI) and LGFF will total approximately \$2 billion over the next three years, with MSI capital funding set at \$485 million in 2023/24, and LGFF providing \$722 million in 2024/25, and approximately \$813 million in 2025/26.

In addition, operating funding has been increased. As many municipalities are facing increased operating costs due to inflation, our government will double the MSI operating budget in 2023/24 from \$30 million to \$60 million in recognition of these challenges.

The 2023 MSI allocations for all municipalities and Metis Settlements are available on the program website at www.alberta.ca/municipal-sustainability-initiative.aspx.

I am also pleased to advise you that Alberta's municipalities and Metis Settlements will receive \$266 million in federal funding under the Canada Community-Building Fund (CCBF), an increase of \$11 million from last year.

The 2023 CCBF allocations are available on the program website at www.alberta.ca/canada-community-building-fund.aspx.

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Please note MSI and CCBF funding is subject to the Alberta Legislature's approval of Budget 2023, and individual allocations and 2023 funding are subject to Ministerial authorization under the respective program guidelines. CCBF funding is subject to confirmation by the Government of Canada. I expect to send letters confirming MSI and CCBF funding commitments to local governments in the spring.

I look forward to working together to support the infrastructure and operating needs of your communities, and to ensure a smooth transition from the MSI to the LGFF program in 2024.

Sincerely,



Rebecca Schulz
Minister

cc: Chief Administrative Officers
Linda Lewis, Interim Chief Administrative Officer, Metis Settlements General Council
Cathy Heron, President, Alberta Municipalities
Paul McLauchlin, President, Rural Municipalities of Alberta
Dave Lamouche, President, Metis Settlements General Council
Dan Rude, Chief Executive Officer, Alberta Municipalities
Gerald Rhodes, Executive Director, Rural Municipalities of Alberta

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ALBERTA

MUNICIPAL AFFAIRS

Office of the Minister
MLA, Calgary-Shaw

AR111005

Dear Chief Elected Officials:

My colleague, the Honourable Travis Toews, President of Treasury Board and Minister of Finance, has tabled *Budget 2023* in the Alberta Legislature. I am writing to share information with you about how *Budget 2023* impacts municipalities.

Alberta's government is helping to secure Alberta's future by investing almost \$1 billion to build stronger communities across our province. The Municipal Affairs budget reflects an overall increase of \$45.2 million from the previous budget. These investments will continue to support municipalities in providing well-managed, collaborative, and accountable local government to Albertans.

We have heard frequently how important it is for Alberta municipalities to secure reliable, long-term funding for infrastructure and services in your communities. Through *Budget 2023*, capital support for municipalities is being maintained with \$485 million provided through the Municipal Sustainability Initiative (MSI). In addition, we are doubling MSI operating funding to \$60 million. The estimated 2023 MSI allocations are available on the program website at www.alberta.ca/municipal-sustainability-initiative.aspx.

Next year, we will be introducing the Local Government Fiscal Framework (LGFF), an updated framework that ties funding to provincial revenue changes, which will ensure sustainable funding levels for the province and allow municipalities to plan more effectively for the future. The baseline funding amount for the LGFF will be \$722 million in 2024/25. Furthermore, we heard your feedback and, subject to approval by the Legislature, are updating the legislation so that this amount will increase or decrease at 100 per cent of the percentage change in provincial revenues from three years prior, rather than 50 per cent as legislated. Based on the most current financial data and subject to approval of the legislation, we anticipate funding for municipalities will increase by 12.6 per cent to approximately \$813 million for the 2025/26 fiscal year.

The federal Canada Community-Building Fund (CCBF), which provides infrastructure funding to municipalities throughout the province, will see an increase of \$11.1 million to Alberta. The estimated 2023 CCBF allocations are available on the program website at www.alberta.ca/canada-community-building-fund.aspx.

MSI and CCBF program funding is subject to the Legislative Assembly's approval of *Budget 2023*. Individual allocations and 2023 funding are subject to ministerial authorization under the respective program guidelines. Federal CCBF funding is also subject to confirmation by the Government of Canada. Municipalities can anticipate receiving letters confirming MSI and CCBF funding commitments in April.

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I am pleased to inform you that an additional \$3 million in grant funding is being committed in support of local public library boards, which means an increase of at least five per cent for all library boards. This funding increase will help maintain the delivery of critical literacy and skill-building resources to Albertans. There will also be an increase of \$800,000 in funding to the Land and Property Rights Tribunal to expand capacity for timely surface rights decisions.

Additionally, *Budget 2023* will provide an increase of \$500,000 to provide fire services training grants. Public safety is always a priority, and while we respect that fire services is a municipal responsibility, our government recognizes that a strong provincial-municipal partnership remains key to keeping Albertans safe.

As we all look forward to the year ahead, I want to re-iterate that Alberta municipalities remain our partners in economic prosperity and in delivering the critical public services and infrastructure that Albertans need and deserve. Municipal Affairs remains committed to providing sustainable levels of capital funding, promoting economic development, and supporting local governments in the provision of programs and services.

Alberta's economy has momentum, and we are focused on even more job creation and diversification as we continue to be the economic engine of Canada. At the same time, we recognize Albertans are dealing with the financial pressures of high inflation.

Budget 2023 will help grow our economy while also strengthening health care, improving public safety, and providing relief to Albertans through the inflation crisis. Alberta's government will do its part by remaining steadfastly committed to responsible management, paying down the debt, and saving for tomorrow.

With these priorities in mind, we will move forward together in fulfilling Alberta's promise and securing a bright and prosperous future for Alberta families.

Sincerely,



Rebecca Schulz
Minister

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Date Thu, 23 Feb, 23 12:22:03PM
From Community Engagement
Community.Engagement@albertahealthservices.ca
To Community Engagement
Community.Engagement@albertahealthservices.ca
Subject Office of the Auditor General report – COVID-19 in Continuing Care

To all Alberta Municipal Elected Officials:

Today, Alberta's Office of Auditor General (OAG) [released a report](#) on Alberta Health Services' and Alberta Health's response to COVID-19 in Continuing Care facilities, examining the period of time from March 2020 to December 2020.

We grieve the loss of every resident who died during this unprecedented time, and our thoughts are with anyone who lost a family member or loved one.

The COVID-19 pandemic challenged our system, and older adults - including residents of continuing care facilities - were disproportionately impacted by the virus. This is true in North America, and globally.

Health jurisdictions across the world adapted quickly as the pandemic spread during the first wave, and in Alberta, the situation was no different. AHS consulted and collaborated with our counterparts regularly to learn more about the virus and adapted our response based on real-time impacts being felt across the country. We also worked collaboratively with operators.

Resident safety and quality of care remained at the core of every decision and action. Significant work went into protecting continuing care residents immediately during the first wave, and lessons were learned and applied in subsequent waves. These same learnings have also allowed us to better prepare for future events of this type and identify ongoing improvements to our system.

As best practices developed, AHS implemented them quickly across both continuing care and acute care, working to reduce spread of the virus, and to improve care for all.

For example:

- Site Preparedness Assessments were completed across the province, which helped sites prepare to avoid or deal more effectively with an outbreak. Comprehensive site inspections were conducted in April 2020, and by July 2020, all sites had been assessed, which saved lives.
- AHS implemented quality monitoring and inspection processes at the start of the pandemic response to ensure that sites were appropriately implementing staff and infection prevention and control practices to support care during outbreaks.
- On March 30, 2020, AHS began conducting Quality Monitoring Visits at sites with new COVID-19 outbreaks or where concerns were raised and focused on staffing levels, quality of care, IPC practices, and public health best practices.

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The OAG report highlights that AHS did respond quickly to many of the challenges facing the continuing care sector during wave 1, and also identifies areas where that response could have been better.

We are grateful to the OAG for their report, and we accept all recommendations directed to AHS (please see attached) or where we have a supporting role to Alberta Health. AHS has already implemented responses to the recommendations and will work with operators moving forward in support of the overall pandemic plan from Alberta Health.

Our work will further strengthen processes and policies designed to protect residents and loved ones, and build a sustainable and innovative continuing care system for all Albertans.

We are invested in making improvements, in increasing continuing care capacity, enhancing home care, and innovating and diversifying care options. We are invested in care for all Albertans.

Thank you for your continued interest and support in our work. For more information continuing care in Alberta, please visit <https://www.albertahealthservices.ca/cc/page15328.aspx>.

If you have any questions, please email us at continuingcare@ahs.ca.

Many thanks,

Janine Sakatch

(Pronouns: she/her)

Community Engagement & External Relations

Alberta Health Services



Healthy Albertans.
Healthy Communities.
Together.



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[:OAG COVID Recommendations.pdf](#) (213K)

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COVID-19 in Continuing Care Facilities – Recommendations from the Office of the Auditor General

Recommendation 1: Update and expand a pandemic plan common to the entire continuing care sector.

Responsibility: Alberta Health

- Alberta Health has been asked to develop an up-to-date, comprehensive, continuing care-focused pandemic plan relevant to all key stakeholders – Alberta Health, AHS, and facility operators. The plan will use pre-existing continuing care pandemic plans maintained by AHS and plans from operators for their sites as a starting point, and reflect learnings from the COVID-19 response.
- In March 2020, AHS updated its existing Pandemic Operational Guide and has continued updating it with lessons learned throughout the course of the pandemic.
- In June 2020, using learnings from wave 1, AHS also updated the *Guide to Assessment Treatment and Stabilization in Place Continuing Care* for COVID.
- AHS will work closely with Alberta Health to further update the pandemic plan, including relevant AHS plans. This includes working with operators to ensure their pandemic plans align with the provincial response.

Recommendation 2: Exercise and simulate updated plan regularly, with all parties.

Responsibility: Alberta Health.

- Alberta Health has been asked to lead periodic pandemic response exercises for Alberta's facility-based continuing care sector, based upon a continuing care specific plan, across all levels of the system, and involving operational and front-line staff.
- Simulations would be based on realistic disease examples, including respiratory diseases such as COVID-19.
- AHS will work with Alberta Health on this recommendation, both participating in simulations and reporting our lessons learned, while also providing recommendations and supports as needed.

Recommendation 3: Develop a continuing care staffing strategy to increase staffing system resilience.

Responsibility: Alberta Health.

- Alberta Health has been asked to develop and implement a staffing strategy for facility-based continuing care. This strategy would build on efforts already underway focused on staffing hours and staff mix from the response to the *Facility-Based Continuing Care review* recommendations and consider other factors that contributed to staff vulnerability during COVID-19.
- AHS will share with Alberta Health our operational knowledge, experience and expertise to support and inform the development of this strategy.

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Recommendation 4: Formalize centre of expertise capacity for outbreak management.

Responsibility: Alberta Health Services.

- AHS has been asked to formalize multi-disciplinary outbreak response and support systems that would provide centre of expertise services, monitor and track, debrief and report on, communicable disease outbreaks at continuing care facilities, as well as other residential care and treatment facilities funded by AHS.
- AHS has existing provincial and zone-based expertise to support communicable disease outbreaks at continuing care facilities, including IPC specialists, CDC and public health experts.
- As the pandemic progressed, processes were adapted based on learnings to better support sites experiencing an outbreak. AHS took steps to protect residents of long-term care and designated supportive living from COVID-19 by implementing strict measures to prevent or limit the spread of the virus. Starting in wave 1, these measures included visitation restrictions, limiting staff to working at single sites, hiring temporary contracted staff, and isolation protocols for residents or staff who fell ill. Where possible, these measures also took into account the balance between protection and the mental health effects of isolation.
- Beginning in December 2020, AHS has also enhanced outbreak management support to outbreak zones and sites including infection prevention and control, public health and quality resources to support outbreak responses in continuing care facilities.
- Working with operators, system partners and stakeholders, AHS will continue to develop and formalize outbreak response systems specific to continuing care facilities.

Recommendation 5: Formalize operational improvements in outbreak testing.

Responsibility: Alberta Health Services.

- APL accepts the recommendations made by the OAG. During the COVID-19 pandemic, APL implemented many ongoing changes to expedite and improve the timeliness of the delivery of lab results during the COVID-19 pandemic.
- During the pandemic, APL took immediate steps to correct issues with the way that COVID-19 samples were being collected, including working with AHS and continuing care facilities to develop manual workarounds to get results to facilities as quickly as possible. As well, APL staff provided significant education to facilities on proper labelling and documentation for swabs. APL continues to collaborate and communicate with sites to educate and identify missing information on requisitions that direct the testing performed.
- In the summer of 2020, at a time where significant numbers of public swabs were being completed, APL began prioritizing testing of swabs from some high-priority areas, such as those under COVID-19 outbreak investigation, including continuing care and healthcare workers.

- In early fall, 2020, AHS worked with APL and continuing care facilities, equipping them with a significant number of testing supplies, reducing the need for sites to order supplies when needed, thereby reducing testing times.
- Processes that have been developed as the pandemic evolved have been or are being incorporated into routine practices and shared with operators to ensure alignment and adoption province wide.

Recommendation 6: Evaluate all existing infrastructure and set a strategy for improving facility infrastructure.

Responsibility: Alberta Health.

- Alberta Health has been asked to develop a priority list and strategy for upgrading or eliminating existing continuing care buildings based on a comprehensive assessment of all continuing care facilities to be completed by AHS.
- AHS has made good progress through holding preliminary conversations with operators of aging infrastructure to review modernization needs, and creating a priority list of needs.
- AHS will complete the assessments required by AH, to support their development of a priority infrastructure list.
- AHS has also already worked with Alberta Health and Alberta Infrastructure to update Continuing Care Design Standards and Best Practices in Alberta. These design standards will ensure new and modernized facilities incorporate the latest features for resident and staff safety.
- Changes include completing the move to private rooms in Continuing Care, ensuring more separation, and improved health and safety for continuing care staff during an outbreak.
- All ward accommodations were eliminated early in the pandemic, and selectively shared two-bed rooms were converted to private rooms based on zone assessments of risk.
- Working closely with operators, AHS will also continue to eliminate all two-bed resident accommodations.

Recommendation 7: Track resident illness and staff absences during communicable disease outbreaks in facilities.

Responsibility: Alberta Health Services.

- AHS has been asked to develop or adapt a surveillance system to track all resident cases and deaths, as well as information on staff absences, during any communicable disease or outbreak in facilities. This data would be used to inform risk and quality management at zone and provincial levels.
- AHS already tracks resident cases for communicable disease outbreaks in continuing care.
- The safety of our staff and our residents is a priority for AHS and we take every measure possible to ensure cases are tracked, and steps are taken to protect those in our care.

- Reviewing our current practice, AHS will develop additional process improvements, where possible, as well as new practices for tracking staff absences during communicable disease outbreaks.

Recommendation 8: Implement recommendations from Alberta Health Services internal reports.

Responsibility: Alberta Health Services.

- AHS has been asked to accumulate, evaluate and implement all recommendations, lessons learned, and other required actions identified in its own internal summary reports on continuing care outbreaks.
- AHS has consolidated the recommendations from internal reports and has completed a number of actions as the pandemic progressed. Some examples include:
 - AHS worked with the CMOH around the need to understand and recognize the health impacts on families and loved ones which contributed to Order changes.
 - The dedicated operator liaison remained in place throughout the pandemic and the email line remains open today.
 - As per initial CMOH orders, high-touch cleaning requirements were in place and persisted in IPC documents after orders were rescinded.
 - Recognizing the impact of suspended programs, AHS reviewed these programs and where there were alternatives, they were implemented. Programs were reinstated as soon as feasible.
 - AHS reviewed the approach to limiting Home Care and that strategy was removed as the impact of COVID-19 was better understood.
- AHS will report on actions taken as part of the COVID-19 response, and how the effective actions and lessons learned were incorporated into care. The work has been ongoing since the pandemic began and will continue indefinitely as AHS continues to improve on processes.
- We will continue to review recommendations to ensure we have considered all of them for both ongoing processes and future pandemic planning.

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AR103920

February 17, 2023

Mr. Dwight Moskalyk
Chief Administrative Officer
Summer Village of Nakamun Park
P.O. Box 1250
Onoway AB T0E 1V0

Dear Mr. Moskalyk:

Thank you for the email of February 9, 2023 regarding the completion of non-compliant items identified in the 2020 Municipal Accountability Program (MAP) report for the Summer Village of Nakamun Park.

I commend the summer village for the work done to date in addressing the gaps identified in the MAP report. I understand that the summer village requires some additional time to resolve the requirements for the land-use bylaw.

While the summer village was required to resolve all legislative gaps by August 31, 2022, I have approved an extension to the summer village's MAP deadline to May 31, 2023.

I look forward to receiving an update by May 31, 2023, with confirmation that the outstanding item has been completed.

Thank you for your continued cooperation.

Yours truly,


Gary Sandberg
Assistant Deputy Minister

cc: Brandy Cox, Deputy Minister, Municipal Affairs
Ruth McCuaig, Municipal Accountability Advisor, Municipal Affairs

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