

# SUMMER VILLAGE OF NAKAMUN PARK

## AGENDA

Thursday January 18<sup>th</sup>, 2024 – at Wildwillow Enterprises Inc. Main Office (2317 Township Road 545, Lac Ste. Anne County, Alberta, T0E 1V0, East End Fire Hall of LSAC) - 2:00 P.M.

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1. Call to order:
2. Agenda: a) Thursday January 18<sup>th</sup>, 2024 Regular Council Meeting
3. Minutes: (1-4) a) Monday December 18<sup>th</sup>, 2023 Regular Council Meeting  
b)
4. Appointment: a) 2:15pm - Fire Rescue International – Fire Chief Dave Ives – to discuss service delivery/contract matters, as well as response protocol matters and changes, as they relate to the provision of fire protection services to and through Onoway Regional Fire Services.
5. Bylaws/Policies: a) Workplace Violence and Harassment Prevention Policy – See Business Item 6(c), below.  
b)
6. Business: (5-12) a) Onoway Regional Fire Services Discussion – RFD-2024-1 is attached for reference during the discussion.  
b) Byelection 2024 – Update regarding request for extension in timeline to hold the required byelection to be given during the meeting (last report was that (as of Dec. 13<sup>th</sup>, 2023 call with L. Cloutier from Municipal Affairs, request has been received and is being processed, not hard timeline on likely reply).  
(13-22) c) Policy A-HUM-WVHP-10, being a Workplace Violence and Harassment Prevention Policy – RFD-2024-2 is attached for background.  
(23-44) d) AquaMarine Weed Harvester Purchase – RFD-2024-3 is attached for consideration, including the purchase proposal and related warranties and conditions.  
(45-49) e) Borrowing Bylaw 2024-1, being a short term borrowing bylaw for capital equipment (the Weed Harvester) – RFD-2024-4 is attached for review, conditional on approval to purchase the Weed Harvester (Business Item 6(d)).  
f) Draft Operating and Capital 5-Year Plans – to be presented for review (January 11<sup>th</sup>, 2024 draft plan tables will be circulated during the meeting for discussion).  
g) Other  
h) Other

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7. Financial a) N/A
  
8. Councillor Reports
  - a) Mayor
  - b) Deputy Mayor
  - c) Councillor
  
9. Administration Reports
  - a) CAO
    - a. Bylaws (Fire, Assessment Sub-Class, Parking, Traffic)
    - b. Mooring Plan/Neighborhood Development Plan
    - c. Assessment and Summary Reports
  
10. Information and Correspondence
  - (50) ~~(50)~~ a) Lac Ste. Anne Foundation – Dec. 4<sup>th</sup>, 2023 letter regarding 2024 requisition amounts. Note, this is a big increase in this cost (~20%) but this is due to the requisition formula and the fact our equalized assessment increased dramatically last year.
  
  - (51) b) Onoway Regional Fire Services – Dec. 28<sup>th</sup>, 2023 Media Release regarding a fire response in member community Summer Village of Ross Haven.
  
  - (52) c) WILD Water Commission – January 5<sup>th</sup>, 2024 letter advising of the launch of a new stakeholder newsfeed and notice system for account holders. The municipality will register for this, and we will send out notice to residents of same.
  
  - (53-62) d) Gov't of Alberta, Municipal Affairs – December 15<sup>th</sup>, 2023 letter from Minister McIver announcing the launch of the LGFF funding framework and allocations for the next few years. A supplementary letter went to administrators regarding the program eligibility criteria and process details (comparing LGFF to the MSI framework it replaces). I have attached both items here for reference.
  
  - (63-64) e) Association of Summer Villages of Alberta – January 15<sup>th</sup>, 2024 email from President Mike Pashak regarding the ground level impact of the new LFGG funding model on summer villages. SVLSACE is also working on a response to the announcement and new funding model for its members to discuss at their February 24<sup>th</sup>, 2024 meeting.

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11. Closed Meeting
  - a) N/A
12. Next Meeting Date
  - a) Schedule the next regular council meeting for February 21<sup>st</sup>, 2024, or alternate date.
13. Adjournment

### Upcoming Meetings:

February 21<sup>st</sup>, 2024 – Regular Meeting  
February 24<sup>th</sup>, 2024 – SVLSACE Meeting  
May 18<sup>th</sup>, 2024 – Shop Ribbon Cutting (Tentative)

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY DECEMBER 18<sup>th</sup>, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC. MAIN OFFICE.

	<b>PRESENT</b>	<p>Mayor: Marge Hanssen  Deputy Mayor: Keith Pederson  Councillor: Vacant</p> <p>Administration: Dwight Moskalyk, CAO</p> <p>Appointments: N/A  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 2:01 p.m.
2.	<b>AGENDA</b>  151 - 23	<b>MOVED</b> by Mayor Hanssen that the agenda for the Monday December 18 <sup>th</sup> , 2023 regular meeting of council be approved as presented. <b>CARRIED.</b>
3.	<b>MINUTES</b>  152 - 23	<b>MOVED</b> by Deputy Mayor Pederson that the minutes for the Thursday November 23 <sup>rd</sup> , 2023 regular meeting of council be approved as presented. <b>CARRIED.</b>
4.	<b>APPOINTMENT</b>	N/A
5.	<b>BYLAW</b>	N/A
6.	<b>BUSINESS</b>  153 - 23  154 - 23	<p><b>MOVED</b> by Mayor Hanssen that Council approved the agreement for renewal of services with Municipal Assessment Services Group Inc., as presented on Dec. 18<sup>th</sup>, 2023, for the recommended three-year term expiring on Dec. 31<sup>st</sup>, 2026, and authorize execution of the agreement by the Mayor and Chief Administrative Officer. <b>CARRIED.</b></p> <p><b>MOVED</b> by Mayor Hanssen that Bylaw 2023-7, being the Emergency Management Bylaw, be given first reading, as presented. <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 DECEMBER 18<sup>th</sup>, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

155 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Bylaw 2023-7, being the Emergency Management Bylaw, be given second reading, as presented.  <b>CARRIED.</b></p>
156 - 23	<p><b>MOVED</b> by Mayor Hanssen that Bylaw 2023-7, being the Emergency Management Bylaw, be given unanimous consent to receive to third and final reading.  <b>CARRIED UNANIMOUSLY.</b></p>
157 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Bylaw 2023-7, being the Emergency Management Bylaw, be given third and final reading, and that the bylaw and scheduled partnership agreement thereto are authorized to be executed by the Mayor and Chief Administrative Officer.  <b>CARRIED.</b></p>
158 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Council endorse the 2024 Partnership Workplan for the Ste. Anne Regional Emergency Management Partnership, as presented.  <b>CARRIED.</b></p>
159 - 23	<p><b>MOVED</b> by Mayor Hanssen that Council endorse the 2024 Ste. Anne Regional Emergency Management Partnership draft budget as presented on Dec. 5<sup>th</sup>, 2023, inclusive of the ten member partnership and an annual cost of \$3,900.00 per member for 2024.  <b>CARRIED.</b></p>
160 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Council accept the discussion regarding the setting of the Byelection date and time as presented by Chief Administrative Officer Moskalyk, and defer a decision until a decision by Municipal Affairs on the requested timeline extension is received.  <b>CARRIED.</b></p>
161 - 23	<p><b>MOVED</b> by Mayor Hanssen that Bylaw 2023-8, being a Procedural Bylaw, be given first reading, as amended.  <b>CARRIED.</b></p>
162 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Bylaw 2023-8, being a Procedural Bylaw, be given second reading, as amended.  <b>CARRIED.</b></p>
163 - 23	<p><b>MOVED</b> by Deputy Mayor Pederson that Bylaw 2023-8, being a Procedural Bylaw, be given unanimous consent to receive third and final reading.  <b>CARRIED UNANIMOUSLY.</b></p>
164 - 23	<p><b>MOVED</b> by Mayor Hanssen that Bylaw 2023-8, being a Procedural Bylaw, be given third and final reading, and that authorization to execute the bylaw be given to the Mayor and Chief Administrative Officer.  <b>CARRIED.</b></p>

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MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON MONDAY DECEMBER 18<sup>th</sup>, 2023 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	165 – 23	<b>MOVED</b> by Mayor Hanssen that the discussion on the weed harvester be deferred until the next regular meeting, pending information from the supplier.  <b>CARRIED.</b>
<b>7. FINANCIAL</b>	166 – 23	<b>MOVED</b> by Mayor Hanssen that the November 2023 reconciled financial income and expense statements be accepted as information, as presented.  <b>CARRIED.</b>
<b>8. COUNCIL REPORTS</b>	167 - 23	<b>MOVED</b> by Mayor Hanssen that Council accept the Council Reports for information, as presented.  <b>CARRIED.</b>
<b>9. ADMINISTRATION /PUBLIC WORKS REPORTS</b>	168 - 23	<b>MOVED</b> by Deputy Mayor Pederson that Council accept the Administration and Public Works reports for information, as presented.  <b>CARRIED.</b>
<b>10. INFORMATION / CORRESPONDENCE</b>	169 - 23	<b>MOVED</b> by Mayor Hanssen that the following information and correspondence items be accepted as information:  a) Town of Mayerthorpe – October and November 2023 CPO Reports.  b) WILD Water Commission – December 6 <sup>th</sup> , 2023 – 2024 Rates and Budget Requisitions Letter.  c) FortisAlberta – December 13 <sup>th</sup> , 2023 Letter – Update regarding 2024 Estimated Distribution and Transmission Rates.  <b>CARRIED.</b>
<b>11. CLOSED MEETING</b>		N/A

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,  
IN THE PROVINCE OF ALBERTA, HELD ON MONDAY DECEMBER 18<sup>th</sup>, 2023 AT 2:00 P.M. AT THE  
WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

12.	<b>NEXT MEETING</b>  170 - 23	<b>MOVED</b> by Mayor Hanssen that the next regularly scheduled meeting be held on Thursday January 18 <sup>th</sup> , 2024 at 2:00 p.m.  <b>CARRIED.</b>
13.	<b>ADJOURNMENT</b>	Mayor Hanssen declared the meeting adjourned at 4:03p.m.

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Mayor Marge Hanssen

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

DRAFT





## Summer Village of Nakamun Park Request For Decision (RFD) 2024-1

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 18<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Fire Services Presentation and Discussion on Service Continuation, Changes to Service</b>
<b>Agenda Item Number:</b>	<b>Business 6(a)</b>

### **BACKGROUND/PROPOSAL:**

The last two months in particular have been challenging for the regional fire service framework – conceptually among members and operationally in terms of mutual cooperation with external parties. Some of these issues remain influx and we trust they will be sorted quickly. For the part of Onoway Regional Fire Services, and specifically for the parent service provider for same, Fire Rescue International, Fire Chief Ives has requested an opportunity to speak to Nakamun Park – and all members of ORFS – to hear their take on some of the issues of the day, and get a feel for opportunities to make the service better, or if there is a shifting sentiment toward the regional service that he needs to be prepared for.

FC Ives has requested a meeting, and we have offered 2:15pm today via zoom, or can arrange another date (Feb 5<sup>th</sup> – 9<sup>th</sup>) for a meeting when he is back in the area to meet in person.

Items noted for specific discussion at this time are:

- i. Jan 4<sup>th</sup>, 2024 email to Council and CAO (from FC Ives) – Requesting Meeting with Council
- ii. Dec. 21<sup>st</sup>, 2023 letter from Town of Onoway and Lac Ste. Anne County regarding Protocol
- iii. January 6<sup>th</sup>, 2024 letter from FC Ives regarding Special Dispatch Protocol Process
- iv. January 10<sup>th</sup>, 2034 letter from Lac Ste. Anne County regarding Mutual Aid and Dual Dispatch Protocol

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

Fire Chief Ives, if available, will be afforded time to present his material and reports/background. However, the discussion should narrow down to a few core items:

- 1) In general, how does SVNP view the fire service we are receiving? Service performance, cost expectations, administration and management, engagement, public perception, etc.? What can they do better? Is SVNP, generally, agreeable to extending the service if an option was provided, or are they looking at other options?





- 2) Explanation of the mutual aid, special and dual dispatch protocols. When and how they come into play, and what impact they can have of service delivery? What are the pinch points in making these effective and how can we help fix them? What advocacy can be done to support a better dialogue between all regional partners.
- 3) Opportunities for a satellite service in Nakamun Park. With a new shop completed and space perhaps available to house fire crews, is it time to reopen the discussion on a local service and perhaps local water storage or hydrant services in support of same? It appears that Lake Isle (Silver Sands and South View) and Lake Nakamun are the priority areas for expansion to services in the next five year term – but what does it mean for those communities (pros and cons)?

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

N/A

**RECOMMENDED ACTION:**

- 1) That Council gives accept the discussion with Fire Chief Ives, Fire Rescue International, and that:
  - a. We agree in principle to an extension for a further service term on same or similar terms,
  - b. Advocate for a mending of the protocols, as discussed, through a letter to Town of Onoway, Onoway Regional Fire Services, and Lac Ste. Anne County,
  - c. And that the Summer Village of Nakamun Park continue to work with Fire Rescue International to explore a satellite service option for Nakamun Park and return same to Council once fleshed out.

<b>Initials show support – Reviewed By:</b>	<b>CAO: <i>D. Moskalyk</i></b>
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**Date** Thu, 04 Jan, 24 10:00:53AM  
**From** david.ives@firerescueinternational.net  
cao@svnakamun.com  
**To** marge.hanssen@svnakamun.com  
harry.kassian@svnakamun.com  
**Subject** Request for Special Meeting With Administration and Council

Mayor, Council, & Administration,

As per my letter of 2023 regarding asking the Summer Villages' intentions concerning a future contract and your reply stating an intent to negotiate and continue the fire services beyond the current contract, I am hereby requesting a special meeting between Fire Rescue International and the Council and administration of your municipality.

The purpose of this requested meeting would be to have an open and frank discussion directly with each other regarding what has worked and what has not over the past eight-years and where we should go from here. Specifically, I aim to meet with each member municipality to find out individually what the "Deal-Breakers" are (both the #1 thing that should NOT change as well as the #1 thing that must change) before I send a more generic base proposal to the group as a whole. As we explore each other's "Deal-Breakers" and take them off-the-table, I am certain there will be more discussion about smaller things that can be massaged to make the current contract and future contracts run smoother.

Another important issue that is at hand is the County's unknown change curtailing ORFS's response on highways. In October without consultation or notice, LSACFS instructed 911 to stop the highway dual-call out procedure that had been so successful. Your fire department only learned of this in December when concerned citizens started asking us where we were at various callouts. Only after we sounded the alarm regarding this change did the county and Town of Onoway come out with a joint letter vaguely explaining the change. To date, your fire department's questions and concerns have not been addressed by the Town of Onoway or the Fire Services Executive Committee. Our primary concern is to ensure patient care remains the number-one consideration when making these decisions followed by first responder safety and public safety on provincial roadways. Specifically, we have asked: ***"Please confirm ORFS will be paged out for any call when AHS is dispatched "Hot" to the scene and/or "Delta / Echo" priority calls as both dispatch protocols signify an urgent life-safety matter"***. It's critically important that we learn the position of your

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village on this matter as communication with our community membership regarding this concern has been spotty so far.

With respect to meeting times, I formally request a meeting with your council and administration to discuss the above. I can make myself available day or night on the following dates:

- January 4<sup>th</sup> to January 7<sup>th</sup>
- January 30<sup>th</sup> to February 11<sup>th</sup>

I am of course, regularly available by phone, email, or a msTeams / Zoom meeting. I welcome and appreciate your feedback and advice at any time – especially regarding to the pressing matter of the highway dual call-out dilemma.



**DAVE IVES**  
Fire Chief

- ☎ 1 780 777 4688
- ✉ david.ives@firerescueinternational.net
- 🌐 www.firerescueinternational.net

📍 4935 50 Ave, Alberta Beach, Alberta T0E 1A0





**TOWN OF ONOWAY**

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

**LAC STE. ANNE COUNTY**



Mail: Box 219  
Sangudo, AB T0E 2A0  
County Office: 56521 Rng Rd 65  
Phone: 780-785-3411/1-866-880-5722

December 21, 2023

**ORFS MEMBERS**

Via email

Dear Mayor and Council,

There have been some minor changes to the Joint Fire Dispatch Protocol for Area Highways. Lac Ste Anne County, as the authority having jurisdiction have considered multiple factors prior to this change. These changes in no way affect the level of service in Lac Ste Anne County and surrounding communities, including ORFS members.

These changes apply when there is no report of factors which yield an immediate life safety concern, LSACFS will be the responding department. Where there is clear information with respect to factors contributing to a known or immediate life safety risk within the following highway listing, joint or as close to simultaneously dispatch of LSACFS and ORFS.

- o Highway 43 from south County border to Rge. Rd 43 (Glenevis)
- o Highway 37 to East County border
- o Highway 777 to Twp. 570
- o Highway 642 to East County border
- o Highway 633 from East County border to Rge. Rd. 53
- o Highway 33 to Twp. Rd 570.

Currently in place, if there is a critical time factor to implement life safety measures or no answer to a page through LSACFS, ORFS is immediately called, this has not changed.

Lac Ste Anne County and the Town of Onoway are committed to providing a level of service to protect life safety. This protocol was last updated in 2019. We will continue to monitor the effectiveness of this change in process.

Best Regards,

*Jennifer Thompson*

Jennifer Thompson  
Chief Administrative Officer,  
Town of Onoway  
[cao@onoway.ca](mailto:cao@onoway.ca)

*Trista Court*

Trista Court  
General Manager Community Engagement,  
Lac Ste. Anne County  
[tcourt@lsac.ca](mailto:tcourt@lsac.ca)

cc:

Chief Ives , Fire Rescue International / North West Fire Rescue  
Chief Schroeder, Lac Ste. Anne County Fire Services

LSAC Council  
Onoway Council

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# **FIRE RESCUE INTERNATIONAL (DIVISION 7801)**

**DATE: JANUARY 6, 2024**  
**TO: All FRI LEADERSHIP**  
**RE: REMINDER OF SPECIAL DISPATCH PROTOCOLS FOR NAKAMUN PARK**

Please be reminded that due to the fact that Nakamun Park is at the far-end of our North Lakes Response District, they have special dispatch and alarm assignment protocols. Specifically: Whenever there is a confirmed fire or rescue call of Delta priority or higher, the Officer on Duty must automatically request the most appropriate unit out of Lac Ste Anne County's Station Three (Rich Valley) at the same time as assigning other FRI units. If there is a confirmed fire or rescue call that is echo priority the Officer on Duty shall also request the most appropriate unit from Alexander Fire – which has a mutual aid agreement directly with FRI. The above automatic request protocol has been in effect for 8-years. It is the position of FRI that the best and fastest aid should never be delayed to an important callout. It is also FRI policy to order ample resources without waiting, then stand down what is not needed as the situation improves.

Our full list of 1<sup>st</sup> alarm responses can be found in the binders in the cab of each front-line pumper. One example with fire halls laid out by distance is:

Structure Fire – Residential:

1<sup>st</sup> Alarm: 2 Pumps, 1 rescue, 4 tenders

2<sup>nd</sup> Alarm: 1 pump, 1 rescue, 4 tenders

Fire Stations by Distance:

- LSACFS #3 (Rich Valley)
- FRI Onoway
- LSACFS East End
- Alexander Fire
- FRI Alberta Beach
- Westlock (Busby)
- Barrhead
- Calihoo

\*When possible, only request one-unit per assisting station so as we get fully-staffed units and do not fully deplete the assisting station's capacity

Regards,

FC David Ives

CC: SV Nakamun Park, PECC

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[www.firerescueinternational.net](http://www.firerescueinternational.net) **855-710-3473** [info@firerescueinternational.net](mailto:info@firerescueinternational.net)  
**4935-50th Ave P.O. Box 278 Alberta Beach, Alberta T0E-0A0**

Municipalities Partnered in  
Onoway Regional Fire Services

Attn: Mayors & Councils

Re: Onoway Regional Fire Services Mutual Aid / Dual Dispatch

Lac Ste. Anne County finds it necessary to reiterate the relationships between the parties involved with fire service mutual aid provisions to the municipalities involved with Onoway Regional Fire Services (ORFS):

- The County has an agreement with the Town of Onoway to provide and receive mutual aid in relation to fire services. There is no agreement for automatic or dual dispatch. There is no agreement between the County and FRI/NWFR.
- The Town has an agreement with the ORFS municipal partners to provide fire services.
- The Town has an agreement with FRI/NWFR to contract municipal fire services. There is no agreement between ORFS, or it's member municipalities, and FRI/NWFR.

What this means is that the Town itself is the only entity that has care and control over the contracted fire service provider (i.e. FRI/NWFR). Although ORFS members have an expectation, through agreement, to receive fire services there is no obligation to the ORFS members that the Town provides that service via their current contractor. It also means that ORFS, and/or it's member municipalities, do not have care and control over the town's contracted provider.

As indicated the County's current Mutual Aid Agreement is between the County and the Town of Onoway. As such, we have expressed concerns regarding the antics of FRI/NWFR, specifically Fire Chief David Ives, directly with the Town. However, as these concerns continue to escalate, we find it necessary to share our position with the ORFS member municipalities.

Lac Ste. Anne County is extremely frustrated and disappointed, to say the least, in recent actions of Chief Ives with public statements against County Council, Senior Administration, and Fire Services Personnel, of which the County considers both libelous and slanderous.

As you are aware, the Town and the County issued a joint letter (dated December 21, 2023) to ORFS members, outlining the minor change in dispatch protocol for non-critical events. For clarity, the change in protocol addresses two points:

- Within the designated highways, if the initial information received by dispatch clearly indicates that there are no injuries and the severity/complexity is considered low, ORFS will not be dual dispatched unless requested by LSACFS.

If the initial information received by dispatch identifies injuries, entrapments or the severity/complexity is considered more than "low" the dual dispatch will apply.

- Dual dispatch of ORFS has been cancelled for fires; with LSACFS only being dispatched. ORFS will be dispatched if LSACFS determines mutual aid assistance is required.

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Chief Ives has been provided with the specific memo forwarded to Parkland Dispatch, and this same clarity.

The written and verbal statements of Chief Ives continue to discredit and criticize the County and our Fire Department. Further, they undermine the attempts to grow the relationship between the two fire services and instead the trust is diminishing. The success of two entities working together is dependent on the confidence that both are committed to 'getting the job done' in a professional and proficient manner, but this is now compromised.

The County reminds everyone that a court order affirming the County is the authority having jurisdiction on the area highways and the prevention of FRI/NWFR responding without the request of County Fire Services remains in effect. After much deliberation and discussion with ORFS members, the County voluntarily implemented the dual dispatch protocol for motor vehicle collisions on a trial basis. However with the recent events, we will be discussing our reaction to Chief Ives communications, including potential impacts to dual dispatch or the cancellation of same.



Joe Blakeman  
Reeve, Lac Ste. Anne County

c.c. Town of Onoway Mayor & Council  
Lac Ste. Anne County Council  
Mike Primeau, County Manager, Lac Ste. Anne County  
Trista Court, General Manager of Community Engagement





## Summer Village of Nakamun Park Request For Decision (RFD) 2024-2

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 18<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Policy A-HUM-WVHP-10, Workplace Violence and Harassment Prevention Policy</b>
<b>Agenda Item Number:</b>	<b>Business 6(c)</b>

### **BACKGROUND/PROPOSAL:**

This policy has been prepared by legal counsel at the request of administration. The policy is best practices, especially for municipality that have staff beyond contractual administration (i.e. public works, etc.), however it should also be noted that this policy is not being proposed now in reaction to any incidents and complaints in the past or expected in the imminent future.

The draft policy is attached for consideration.

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

The reason we are bringing this policy forward at this time is actually as a result of a gap we internally noticed which filling out our last year's insurance renewal. One of the questions on that renewal form related to workplace policies and a workplace violence and harassment prevention policy in particular. As we did not have one, we answered accordingly, but I introduced this matter to our group at a subsequent staff meeting and it was agreed that we should invest in one for our municipalities – as best practice for those who have staff to consider, and for all of them in respect to the insurance implications.

As such, legal has drafted the attached and we are forwarding same for your consideration today. The policy is fairly stock, with the notable exception being the accounting for the role of council and the CAO, where complaints go to the CAO is they relate to staff, and that if the CAO is the subject of the complaint the matter goes to the Mayor (Council).

Aside from this quirk, the policy outlines a typical process for receiving and processing complaints, and in so meets the requirement we believe insurance is expecting us to meet.

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

The cost of this policy creating will be covered equally by all our municipalities. Once implemented, I will make a note in future renewals to recall the cost saving, however minor it may be, in insurance premiums, and report back for information.





**RECOMMENDED ACTION:**

- 1) That Council gives approves Policy A-HUM-WVHP-10, being the Workplace Violence and Harassment Prevention Policy, as presented, or with amendments and authorize execution by the Chief Administrative Officer.

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

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# Summer Village of Nakamun Park

## Administrative Policy

Number	Title			
A-HUM-WVHP-10	Workplace Violence and Harassment Prevention Policy			
Approval	Approved		Last Revised	
(CAO initials)	Resolution No:		Resolution No:	
	Date:		Date:	

### A. PURPOSE

The purpose of this policy is to contribute to fostering a safe, healthy, and inclusive workplace. It expresses the Municipality's commitment to a workplace that is free of Violence and Harassment, and it ensures that the Municipality will meet both its obligations and responsibilities as set out in relevant legislation.

### B. SCOPE

This Policy applies to Employees, volunteers and other persons acting on behalf of the Municipality. Others may Report an incident of Violence or Harassment if the incident is against one of these individuals.

### C. POLICY STATEMENT

#### 1. GENERAL

- 1.1 The Municipality is committed to providing a workplace free of Violence and Harassment as far as it is reasonably practicable to do so. As part of this commitment, the Municipality will provide access to appropriate resources and response processes to address incidents of Violence and Harassment.
- 1.2 The Municipality will investigate reported incidents of workplace Violence and Harassment and take corrective action where necessary.
- 1.3 The Municipality will not disclose the circumstances related to an incident of Violence or Harassment, including the names of any individuals involved, except:
  - a. where necessary to investigate the incident or to take corrective action;
  - b. to inform the parties involved in the incident of the results of the investigation and corrective action taken, to the extent permissible by the Municipality's privacy obligations;

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# Summer Village of Nakamun Park

## Administrative Policy

- c. where necessary to inform of a specific or general threat of Violence or potential Violence (such as to law enforcement); or,
  - d. as required by law.
- 1.4 The Municipality will disclose only the minimum amount of personal information that is necessary to inform individuals of a specific or general threat of Violence or potential Violence.
- 1.5 An incident Report may be forwarded by a Supervisor to the CAO.
- 1.6 An individual who is found to have breached this policy may be subject to disciplinary action up to and including termination of employment or termination of any other relationship they have with the Municipality. Disciplinary action will be taken in accordance with the provisions of any applicable terms and conditions of employment, or contractual agreement.

### 2. PRINCIPLES

- 2.1 This Policy is not intended to limit or constrain the reasonable exercise of managerial functions including, but not limited to:
- a. evaluations or assessments based on work performance;
  - b. imposition of discipline; or,
  - c. a managerial directive or denial of a request.

### 3. REPORTING VIOLENCE AND HARASSMENT

- 3.1 Individuals who have been subjected to or are otherwise aware of an incident of Violence or Harassment in the workplace may make a Report using the procedure set out in Section D, below.
- 3.2 An Employee who is notified about or who is otherwise aware of an incident of Violence or Harassment in the workplace can also Report the incident.
- 3.3 The Municipality may act at its own discretion in the absence of a Report once it is made aware of an incident. A Supervisor who believes that an incident may have occurred, or that a related systemic issue exists, may, in the best interests of

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# Summer Village of Nakamun Park

## Administrative Policy

the Municipality, submit a Report to the CAO or designate, to determine if investigation is required.

- 3.4 An incident that has occurred more than two (2) years prior to the date of the of the Report will generally not be investigated unless the CAO determines that the allegation exposes a continued or future risk to Employees, the public, or the integrity or the reputation of the Municipality.
- 3.5 If the incident is also under investigation by the police or another authority, the Municipality may at its discretion continue, hold in abeyance or terminate the investigation or any other proceedings related to the matter.

#### 4. RETALIATION AND FRIVOLOUS OR VEXATIOUS COMPLAINTS

- 4.1 All Reports made in good faith will be taken seriously and addressed in an objective, appropriate and timely manner, without reprisal against those who Report an incident, or who are otherwise involved in the review or investigation of incidents.
- 4.2 An individual who is found to have made a frivolous or vexatious Report may be subject to disciplinary action up to and including termination of employment or termination of any other relationship they have with the Municipality.

#### 5. PREVENTION AND TRAINING

- 5.1 The Municipality will provide Violence and Harassment prevention training program(s) designed to cultivate a respectful workplace environment free from Violence and Harassment and to bring awareness of this Policy.
- 5.2 Human Resources, when made aware, will ensure appropriate resources are available to those who have experienced, likely to experience, or have been impacted by Violence and Harassment.
- 5.3 Violence and Harassment are workplace hazards and are included as part of position hazard assessments.

### D. PROCEDURES

#### 1. INCIDENT RESPONSE ASSISTANCE

- 1.1 If immediate assistance is required emergency services should be contacted at 911, followed by a phone call to the Municipal Office at 780-967-0271.

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# Summer Village of Nakamun Park

## Administrative Policy

### 2. CONSIDERATIONS BEFORE MAKING A REPORT

- 2.1 There may be circumstances where individuals may choose to pursue informal measures to resolve allegations prior to submitting a Report of Harassment where appropriate. In such circumstances individuals are strongly encouraged to contact a representative from Human Resources to discuss appropriate informal measures or other reporting options and policies that may be applicable.

### 3. REPORTING AN INCIDENT

- 3.1 Any individual may make a Report of Violence or Harassment to the CAO by completing an Incident Report. The Incident Report must be in writing and include the following:
- a. detailed information about the incident;
  - b. the date and location the incident occurred; and
  - c. the name of the individual or individuals that were part of, or were witness to, the incident.
- 3.2 If an individual wishes to make a Report against the CAO, they may instead make a Report directly to the [Mayor]. The report must include the same information as required by an Incident Report.
- 3.3 If a Report is made to the [Mayor], they will act with the same authorities prescribed to the CAO for the purposes of this Policy and procedure.
- 3.4 Upon receipt of a Report, the CAO [or the Mayor if the Report is against the CAO] will acknowledge its receipt and that it is being reviewed to the individual who made the Report within five (5) business days.
- 3.5 The review may include contacting the individuals referenced in the Report, including the individual who submitted the Report, to better understand the incident or circumstance that led to the Report being made.
- 3.6 Normally, within ten (10) business days of initially receiving a Report, the CAO or designate [or the Mayor if the Report is against the CAO] will notify the individual who made the Report of the decision to investigate. If a decision not to investigate is made, a reason must be given and may include that the allegation:

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# Summer Village of Nakamun Park

## Administrative Policy

- a. does not meet the definitions of the Policy;
- b. was not made in good faith;
- c. should be addressed through another policy; or
- d. is being addressed through another process.

### 4. INVESTIGATION

- 4.1 If an investigation under this Policy is recommended, the CAO, must
  - a. advise the individual who the Report was made against, in writing, of the nature and specifics of the incident, the investigation, and their right to representation at their own expense; and,
  - b. assign the investigation to an investigator.
- 4.2 The CAO or designate [or the Mayor if the Report is against the CAO], will provide the scope and terms of reference to the investigator.
- 4.3 Investigations will be conducted in a timely and objective manner in accordance with processes that:
  - a. adhere to the principles of procedural fairness and natural justice;
  - b. are conducted with due diligence and do not prejudge an outcome; and
  - c. are free from bias.
- 4.4 If during the course of the investigation, the investigator identifies any concerns beyond the scope of the investigation, the CAO or designate [or the Mayor if the Report is against the CAO], may choose to revise the scope or terms of reference to include those concerns as part of the investigation or request a separate memo be submitted to summarize the concerns.
- 4.5 Upon completion of the investigation, the investigator will submit a written investigation report to the CAO or designate [or the Mayor if the Report is against the CAO], that will include, but not be limited to:
  - a. the details of the allegation investigated;
  - b. an account of the information assessed during the investigation,

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# Summer Village of Nakamun Park

## Administrative Policy

including credibility of information received; and

- c. findings of fact that, on a review of all the evidence, are assessed on a balance of probabilities.
- 4.6 The CAO or designate [or the Mayor if the Report is against the CAO] will notify the individual who submitted the Report and to the individual whom the Report was made against in writing, based on the investigation report, whether the allegation of Violence and/or Harassment is substantiated.
- 4.7 The CAO or designate [or the Mayor if the Report is against the CAO], will assist the applicable Supervisor in determining the appropriate course of action, including preventative, remedial or disciplinary, to be taken.
- 4.8 All records relating to the Report and resulting investigation will be retained in accordance with the Municipality's Records Retention Schedule and any applicable legislation.

### E. POLICY REVIEW

This policy will be reviewed at least every three (3) years or earlier if an incident of Violence of Harassment occurs.

### F. DEFINITIONS

- (1) **CAO:** means the Chief Administrative Officer of the Municipality.
- (2) **Discrimination:** means any action or threat of action related to a protected ground in the Alberta Human Rights Act when the action or threat of action results in loss of or limit on opportunities to work or to fully participate in the workplace or offends the dignity of the person. Protected grounds as defined by the Human Rights Act are race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation.
- (3) **Domestic Violence:** means, whether at a work site or work-related, the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological harm, and is used to control, intimidate or humiliate a person by a person who

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# Summer Village of Nakamun Park

## Administrative Policy

has, or has had, a personal relationship.

- (4) **Employee:** means individuals who are engaged to work for the Municipality under an employment contract, including but not limited to full-time staff, part-time staff, and management employees, and contractors while working at the Municipality.
- (5) **Harassment:** means any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the individual knows or ought reasonably to know will or would cause offence or humiliation, or adversely affects the individual's health and safety, and includes Discrimination and Sexual Harassment.
- (6) **Municipality:** means the Summer Village of Silver Sands.
- (7) **Report:** means the submission of a statement either verbally or in writing to a Supervisor or the CAO in accordance with section D of this Policy that provides details of an incident of Violence or Harassment. A verbal statement will be transcribed and confirmed as accurate by the Supervisor.
- (8) **Policy:** means the *Workplace Violence and Harassment Prevention Policy*.
- (9) **Sexual Harassment:** means unwanted or uninvited sexual advances, remarks, gestures, sounds and actions that make a person feel unsafe, intimidated, degraded or uncomfortable, or their sexual integrity is compromised, even if the person harassing claims to have been only joking or didn't mean to offend. It includes bullying or coercion of a sexual nature, unwanted sexual attention or requests for sexual favours. It can also include threatening and/or unwanted phone calls, text messages, e-mails, letters and unwanted gifts.
- (10) **Sexual Violence:** means any Violence, physical or psychological, carried out without consent through a sexual means or by targeting sexuality. This includes, but is not limited to, sexual assault, Sexual Harassment, stalking and/or monitoring, indecent exposure, voyeurism, degrading sexual imagery, distribution of images or video of a community member without their consent.

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# Summer Village of Nakamun Park

## Administrative Policy

- (11) **Supervisor:** means an Employee of the Municipality employed in a supervisory role.
- (12) **Violence:** means, whether at a work site or work-related, the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological harm, and includes Domestic Violence or Sexual Violence.

**G. RELATED POLICIES**

- N/A

**H. RELATED LEGISLATION**

- *Alberta Freedom of Information and Protection of Privacy Act*
- *Alberta Human Rights Act*
- *Alberta Occupational Health and Safety Act*

**Revisions:**

Resolution Number	MM/DD/YY

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## Summer Village of Nakamun Park Request For Decision (RFD) 2024-3

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 18<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Weed Harvester Purchase – AquaMarine H5-200 Replacement</b>
<b>Agenda Item Number:</b>	<b>Business 6(d)</b>

### **BACKGROUND/PROPOSAL:**

Following evaluation by staff post-2023 operating season, it was determined that the current weed harvester was in need of major repairs. Administration was in touch with the original manufacturer, AquaMarine Inc. (Based in Ontario, and the only known producer of such machines in Canada). In reviewing the cost of the remedial work that would be required to rehabilitate the existing machine (including recasting many of the now obsolete assemblies and components) it was determined that the cost of rehabilitating the nearly 40 year old machine was simply not worth the investment. Best estimates placed the parts and labour in the ~\$45,000-\$60,000 range.

In considering the best course of action, council then directed administration to work with Aquamarine Inc. to provide a quote and sale agreement for the purchase of a new H5-200 class harvester (including similar options and shipping to Alberta). This quote was finally received in early January 2024 and is now to be considered by council.

Included and attached to this package are:

- 1) The quote for the base model, plus various desired options requested
- 2) The quote for the shipping costs
- 3) The sales terms and conditions
- 4) The spec and options sheets for reference
- 5) Various related supplier and component warranties and certification documents

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

The weed harvester fulfills a core function of the service delivery that rate payers have come to expect in Nakamun Park. The old machine has been well used, could have been better maintained, but regardless is now at the end of its usable life. The purchase of a new machine makes sense, and the updated features and materials will increase safety, functionality and effectiveness of the annual weed cutting program.

The only major comment that administration has on this matter – in the immediate case – is how council would like to pay for the purchase. Adjusted for the Alberta Sales tax (the quotes offer in Ontario HST, but as we receive it in Alberta we only pay AB tax, or simple GST), I have the total





cost of the machine and shipping pegged at \$161,410.20 – including \$7,686.20 in GST (which the municipality will get back once the 2024 GST filing is submitted (~April 2025)).

Following the major community investments in 2022/2023 (drainage and shop rehabilitation), we ended 2023 with ~11,000 in grant reserves and ~77,000 in restricted reserves along with a further ~120,000 in unrestricted cash (or accumulated surplus) in the operating account. We expected numbers in this range to end 2023, so nothing shocking there. However, we cannot mustered the cash to pay for the new harvested upfront AND expect to float through the first half of 2024 (when the new tax payments come in – i.e. we need to leave a cushion to cover interim operating for the short term). This matter is further developed by the good news we received regarding LGFF funding (where we are now receiving ~70,000 per year in new grants rather than the previously suggested ~37,500).

Taken all together, administration recommends a short-term borrowing (basically like a car loan) for this capital purchase. The approvals process for such a loan is authorized under the MGA and relatively simple for borrowing 5 years or less (it would require the normal bylaw to do so, and approval from ATB – our lender, but would not require the public advertising or supplementary works for same). For completeness, I should not that the municipality has no current borrowing/loans and has a debt limit (unused) of \$466,560 and a debt servicing limit (unused) of \$77,760 – from the last financial statements.

Having discussed with ATB, and the grant authority, administration is recommending the following:

- 1) Borrow 125,000 in Short-Term Borrowing, Pay the Balance of \$36,410.20 from Reserves.
- 2) Make the annual payments of \$30,900 for the next 5 years by using annual grant allocations (not a tax increase)
- 3) Use the 2024 GST rebate (which will be ~20,000) and 2025 GST rebate (~15,000) to replenishing the reserve account, in addition to the normal reserve contribution.
- 4) Use the balance of the annual grant allocations to fund basic capital projects

If this plan is agreeable to Council, we can proceed with the purchase. The next step in that would be authorizing administration to finalise the purchase order, and then we would need to consider the suggested borrowing bylaw (next on the agenda).

In addition to this main matter (the purchase), we should also consider (discuss) the following related matters:

- 1) This purchase does not include a new trailer. This cost was ~\$57,000 + Shipping (another ~\$15,500). On review, the supplier is confident that although the new machine is larger in some ways, the base will fit in the same footing as the current trailer, so no need to get a new one at this time. It should be noted that our current trailer is not considered safe for long haul travels and is getting old as well, so we should plan to replace at some point.
- 2) The Summer Village of Ross Haven has expressed interest in buying our old machine, or renting the new one, if the option existed. This would be a way to soften the purchase



price certainly, but would need to discuss this further with their council. If we sell the used machine it would need to be a public disposal and SVRH could bid in it. If we rent the new machine, we would want first right to cut to our schedule, a rental fee that covered maintenance costs, insurance coverage protection by SVRH, qualified operators in SVRH, and they would need to either buy the trailer, or we would have to make sure rental price was enough for us to invest in the trailer).

- 3) Shortage and Maintenance Programs – if we are to get a new machine, we will need to look at a regular maintenance schedule (annual inspection and upkeep), which maybe add a small cost to the annual budget (depending on how much we can do inhouse). We should also then consider a way to store the machine a bit better (perhaps a simple encloser round the back of the PW shop in the future to keep it out of the elements over winter? Or Some other suggestions council might want to propose.

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

See note above, cost is ~161, 410.20, including shipping and GST. Funding in the shortterm to be covered by a recommended \$125,000 in financing and the balance covered by current cash reserve. Further that cash reserves be replenished as GST rebates come in for 2024/2025 and pending sale of old equipment, and that the annual (5-year) payments for the loan be covered by current year grant allocations as they come in.

### **RECOMMENDED ACTION:**

- 1) That Council approves the purchase of the new H5-200 AquaMarine Harvester, conditional on approval of a \$125,000 5-year loan through ATB Financial being approved as discussed, with the balance of cost to be covered by reserves, and under the understanding that the annual loan payment would be made from the reference year's annual capital grant allocation, rather than municipal taxes.

<b>Initials show support – Reviewed By:</b> <b>CAO: <i>D. Moskalyk</i></b>
--





Aquamarine Inc.  
 586 Third Line, Oakville, ON L6L 4A7  
 905-825-1371 Fax: 905-825-4116

<b>TO:</b>	Summer Village of Nakamun Park	<b>PROPOSAL # 1309 A</b>	
<b>ADDRESS</b>			
	Alberta	<b>PAGE</b>	1 of 2
		<b>DATE:</b>	Jan 11, 2024
<b>ATTENTION:</b>	Dwight Darren Moskalyk	<b>FAX:</b>	
<b>PHONE:</b>	780 298 8584 - Cell	<b>YOUR REF:</b>	
<b>E-MAIL:</b>	<a href="mailto:craig@aquamarine.ca">craig@aquamarine.ca</a>	<b>PREPARED BY:</b>	Craig Bollinger

Item	Qty.	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
1.	1	<b>AQUAMARINE HARVESTER MODEL H5-200</b>	USD89,980.00	USD89,980.00
		<b>H5 200 Options:</b>		
		1) Flights on Harvesting Head Belting	USD480.00	
		2) Powered Paddle Wheel Positioning	USD3,980.00	
		3) LED – Work Lights x 4	USD480.00	
		4) Stainless Steel Guide Wings	USD980.00	
		5) Spare Parts Package	USD2,180.00	
		6) Tailgate – Stainless Steel	USD980.00	
		7) Central Lubrication System	USD980.00	
		8) Rear Conveyor Interlocks - Pair	USD380.00	
		9) Full Solid UHMW PE floor under front and rear Conveyor top belting	USD3,180.00	
		Options Sub Total:	USD13,620.00	
		<b>H5-200 Total:</b>		USD103,600.00
		<b>H5-200 in Canadian Funds:</b>		\$138,824.00
		<b>Ontario HST:</b>		\$18,047.12
		<b><u>Total in Canadian Funds Including Tax:</u></b>		<b><u>\$156,871.12</u></b>

*Aquamarine Aquatic Harvesters are manufactured to international marine safety standards and can be shipped to the USA duty free and in compliance with the Jones Act. Any applicable taxes are not included.*

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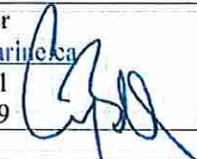
**AQUAMARINE Inc.**

<b>TO:</b>	Summer Village of Nakamun Park	<b>PROPOSAL # 1309 A</b>
<b>DATE:</b>	Jan 11, 2024	Page 2 of 2

**DELIVERY SCHEDULE:** Order completion date to be confirmed at time of order placement, based on options selected and factory work load.

**TERMS OF PAYMENT:** First payment, 40 percent of total order value, due with order placement. Final payment, 60 percent due at completion and notification of readiness for shipment. Payments shall be made by electronic wire transfer to "Aquamarine Inc".

This proposal-contract is subject to Aquamarine Inc's Terms and Conditions, attached, and only to such Terms and Conditions, and is not subject to nor can it be accepted upon any other Terms and Conditions, unless agreed to in writing and signed by an officer of Aquamarine Inc.

<b>FOR AQUAMARINE:</b>		<b>PURCHASE ACCEPTANCE:</b>	
<b>BY:</b>	Craig Bollinger <a href="mailto:craig@aquamarine.ca">craig@aquamarine.ca</a> (905) 825-1371 (905) 469-0249	<b>PURCHASER:</b>	
		<b>SIGNED BY:</b>	
		<b>TITLE:</b>	
<b>DATE:</b>	Jan 11, 2024	<b>DATE:</b>	

All prices are in U.S. Dollars, exclusive of all applicable taxes, EXW-Aquamarine 586 Third Line Oakville, Ontario Canada L6L 4A7, and subject to change on thirty (30) days notice unless otherwise noted. Customer is responsible for all applicable taxes, customs fees, tariffs, port fees, insurance and any similar costs. Prices do not include delivery. This Proposal is valid for 30 days.



**QUOTE**

**Aquamarine, Inc.**

586 Third Line Oakville, ON L6L 4A7

Tel: 905 825-1371 Fax: 905 825-4116

[www.aquamarine.ca](http://www.aquamarine.ca) [info@aquamarine.ca](mailto:info@aquamarine.ca)

Date: Jan. 10 /24

Quote # : \_\_\_\_\_

P.O. # : \_\_\_\_\_

AQM # : \_\_\_\_\_

Sold To:	Dwight Moskalyk	Ship To:	
	Summer Village of Nakamun Park 5536 Nakamun Drive Nakamun Park Alberta T0E 1V0		same
Phone:	780-967-0271	Phone:	
Fax:		Fax:	
E-mail:	<a href="mailto:ddm@kronprinzconsulting.ca">ddm@kronprinzconsulting.ca</a>	E-mail:	

Item No.	Qty	Back Ordered	Origin	Item Description	Unit Price	Total Price
1	1			Shipping one H5-200 Aquatic Harvester From: Aquamarine, Inc. 586 Third Line, Oakville, Ontario L6L 4A7	\$14,900.00	\$14,900.00
				To: 5536 Nakamun Drive Nakamun Park Alberta, T0E 1V0		
				<b>Please note;</b> The customer is responsible for arranging unloading of harvester upon delivery. Aquamarine will supply lift point locations on the harvester barge.		
				Price is subject to change at time of delivery due to fluctuating fuel costs etc.		
Ship Method:				Flat bed trailer	Weight:	7000 lbs
Make / Model / Type:				H5-200 Harvester	Sub Total	\$14,900.00
Special Instructions:					Freight	
					Sub Total	\$14,900.00
					GST - 5%	\$745.00
					Total - CDN	\$15,645.00

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586 Third Line, Oakville, Ontario, CANADA, L6L 4A7

Tel: 905-825-1371

[info@aquamarine.ca](mailto:info@aquamarine.ca)

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

Fax: (905) 825-4116

**H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing**

<b>DIMENSIONS &amp; WEIGHT</b>			<b>HARVESTING HEAD</b>		
Operating:			Cutting Width	5'-0"	1,5 m
Length - Overall	33'- 1"	10,08 m	Cutting Depth (max.)	5'-6"	1,7 m
Width – Wheels at Side	11'- 7"	3,53 m	Horiz. / Vert. Knives	3" (76 mm) w. reciprocating stroke	
Width – Wheels at Stern	8'- 6"	2,59 m	Belt & Cutter Drives	Hydraulic motors, direct drive	
Height – From Water	7'- 6" approx	2,13 m *	Impact Absorption	Swinging pivot suspension system	
Shipping: Length	34'-1"	10,38 m	Conveyor Belting	Standard duty galvanized steel mesh	
Width	7'-6"	2,29 m		Variable Speed	
Height (Intl)	7'-9"	2.36 m	<b>STORAGE &amp; UNLOADING SYSTEM</b>		
(Fits into a 40 ft. container)			Type	Dual conveyors with articulating off-loading section	
Height Overall on dry land	8'- 9"	2,67 m	Conveyor Bed Width	3'-7"	1,1 m
Weight Dry without options	6,800 lbs.	3091 kg	Conveyor Overhang	6'-0"	1,8 m
<b>CARRYING CAPACITY</b>			Unloading Height (above deck)	4'-0"	1,2 m
Maximum Volume	200 cu ft.	5,7 m3	Unloading Time (avg.)	60 seconds (load dependent)	
Maximum Weight	3,000 lbs.	1360 kg	Conveyor Belting Type	Standard duty galvanized steel mesh	
(@ 30% Freeboard)			Conveyor Belt Drive	Hydraulic motor, direct drive	
<b>FLOTATION – ( 304 / 18-8 Stainless Steel</b>			Conveyor Belt Frames	Stainless Steel	
	Flat Bottom Hull 14 ga – 2 mm )		<b>PROPULSION</b>		
Height	(23"/17.5")	(58 cm/44 cm)	Type	Stainless Steel Twin Paddle Wheels	
Length	19'- 0"	5,8 m	Machine Controls	Tethered proportional electronic remote control	
Width	7'- 6"	2,3 m	Diameter x Width	4'-2" x 1'-9"	1,27 x 0.53 m
Two Bolt on Stainless Steel	Pontoons		Paddle Wheel Drives	Hydraulic motors	
Compartments	(5) Air & watertight		Paddle Wheel Speed	Variable	
Draft (average):			Paddle Wheel Deployment	Side propulsion or swing-a-round Stern propulsion	
- Light	10.5"	27 cm	<b>GENERAL</b>		
- Loaded	15.5"	39 cm	Fasteners	Stainless Steel & high strength alloy steel, as required	
Hull Bottom Protection	2 UHMW		Safety Railing	On Control Bridge	
(add 3 1/2"/9 cm to draft)	Skids		Conveyor Belting Supports	UHMW PE wear strips on running Surfaces	
<b>POWER SYSTEM &amp; CONTROL BRIDGE</b>			Anti-Corrosion System	Unpainted Stainless steel hull throughout, high visibility safety orange industrial epoxy/polyester powder coating on carbon steel super structure	
Engine Type	Kubota D1305-4KEA - 2100 rpm		Electrical System	12 Volt DC (Battery not included)	
Cooling	Liquid Cooled			Fire Extinguisher Bracket	
Power Output (total)	24.8 HP (18.24 kW) @ max rpm			2 – 12V Power Outlets	
Hydraulic Pump	load sensing piston pump		Navigation Lights & Horn	Marine Standards	
SS Hydraulic Oil Tank	22 US gal	85 liter			
Diesel Fuel Tank	13 US gal	49 liter			
System EPA approved					
Operator's Seat	Adjustable, White				
Control Panel	Engine monitoring system (Diesel)				
Hydraulic Control	PVG 32 valve bank				
Hydraulic Fittings	O Ring Face Seal & O Ring Boss (Leak Proof)				

\* Without Sun-Rain Bimini Cover  
 Due to Aquamarine's ongoing efforts to improve its products, specifications are subject to change without notice.

**H5-200 USD 89,980.00**

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586 Third Line, Oakville, Ontario, CANADA, L6L 4A7  
 Tel: 905-825-1371 [info@aquamarine.ca](mailto:info@aquamarine.ca) [www.aquamarine.ca](http://www.aquamarine.ca) Fax: (905) 825-4116

## *H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing*

### Available Options:

Water Wash Down Pump System: 2 inch poly hydraulically driven Banjo Pump 1" Akron brass nozzle & 50 feet hose 40 US gallons per minute max capacity	USD 5,800.00
Standard Duty Stainless Steel Belting Replaces Standard Duty Galvanized Belting – (w/ Harvesting Head)	USD 2,930.00
Flights – Welded onto Harvesting Head Belting: 14 Pcs Helps convey small weeds and debris up Harvesting Head	USD 480.00
Custom Colour: Standard Colour is RAL 2009 Safety Orange	USD 4,500.00
Lockable Storage Chest – Diamond Plate Aluminum – 10 cubic feet Stainless Steel Welded Support Structure Behind Control Bridge Included	USD 1,480.00
LED Work Lights – 1 Forward, 1 to Stern, 2 strips under Control Bridge	USD 480.00
Powered Paddle Wheel Positioning Two Hydraulic Motors, Valve Section, Controls, Hose Kits, & Brackets	USD 3,980.00
Two Stainless Steel Static Guide Wings on Harvesting Head	USD 980.00
Stainless Steel Extended Bolt on Cleats on Harvesting Head Conveyor – 15 pcs	USD 380.00
Spare Parts Package 10' (3m) of galvanized conveyor belting, or 6' (2m) of Stainless. 5 belt connecting rods 10 knife sections, 5 rock guards, 5 plastic & 5 steel hold down clips 2 conveyor drive bearings 2 high pressure hydraulic filter elements 2 low pressure hydraulic filter elements 2 engine oil filter elements & 2 air filters 2 fuel filter elements	USD 2,180.00

Due to Aquamarine's ongoing efforts to improve its products, specifications are subject to change without notice.



586 Third Line, Oakville, Ontario, CANADA, L6L 4A7  
 Tel: 905-825-1371 [info@aquamarine.ca](mailto:info@aquamarine.ca) [www.aquamarine.ca](http://www.aquamarine.ca) Fax: (905) 825-4116

## *H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing*

### Available Options:

Stainless Steel Trash Collecting Skimming Head Replaces Painted Carbon Steel Harvesting Head – Includes Carbon Steel Spreader Bar and Carbon Steel Shafts with cast iron Sprockets, Galvanized Belting	USD 5,980.00
Standard Duty Stainless Steel Belting – Skimming Head Only Replaces Standard Duty Galvanized Belting – Skimming Head	USD 1,380.00
Stainless Steel Harvesting Head Replaces Carbon Steel Harvesting Head – Includes Carbon Steel Shafts with cast iron Sprockets, Galvanized Belting	USD 4,980.00
Central Lubrication System Multi-point greasing – 6 running bearings from Central Manifold Supplied without grease	USD 980.00
Nets – Industrial Grade – each	USD 1,180.00
Net Frame Stainless Steel Frame to Support Net	USD 480.00
Full Solid UHMW PE floor under top belting of front and rear conveyor Replaces Strips of UHMW PE ( Helpful for collecting Duckweed and Trash)	USD 3,180.00
Full Solid UHMW PE floor under top belting of 84”/2.1m of Harvesting Head Replaces Strips of UHMW PE ( Helpful for collecting Duckweed and Trash)	USD 780.00

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## ***H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing***

### **Available Options:**

Tailgate - Stainless Steel Useful for packing load on Harvester and for supporting Net Frame	USD 980.00
Rear Conveyor Interlocks - Pair Allows Harvester to hook up to Shore Conveyor and Trailer Conveyor	USD 380.00

### **Notes:**

Please note that for sea container shipping our pricing does not include crane loading into container, but crane loading assistance is available upon customer request free of charge. Your shipping supplier will need to include the "blocking, bracing, and packaging" of your machine in the container and the materials required to do so.

Any equipment order picked up at Aquamarine as customer arranged freight is subject to a USD 1,250.00 charge.

Due to shipping regulations all equipment is sold and shipped without any fluids or batteries.

Customer to provide and use shipping tie downs whenever moving Harvesters on a trailer. Do not use winch to secure load.

Harvester Head and Rear Conveyor are cantilevered loads that must be secured down to a hard stop and not permitted to move during shipping. Due to Aquamarine's ongoing efforts to improve its products, specifications are subject to change without notice.



# **AQUAMARINE Inc**

586 Third Line Oakville, Ontario, Canada L6L 4A7

## **TERMS AND CONDITIONS OF SALE**

pg 1 of 2

- 1) **CREDIT:** When credit terms are offered, this contract is binding on Aquamarine Inc. (hereinafter called "Aquamarine"); only after receipt of credit approval from Aquamarine.
- 2) **WRITTEN CONTRACT:** The Terms and Conditions of Sale set forth herein constitute a complete and exclusive statement of the agreement between the parties. This contract becomes binding upon Aquamarine only when it has been signed by an authorized representative of Aquamarine. Clerical errors are subject to correction. When signed first by Aquamarine as aforesaid, the offer thus made shall expire thirty (30) days from the date of signature but all quotations are subject to change within this 30-day period. Aquamarine's published price literature is not an offer to sell and is presented only as a source of general information, and any prices shown therein are subject to confirmation by a specific proposal indicating current specifications and conditions of sale. Oral quotations are not binding unless confirmed in writing as herein provided.
- 3) **ACCEPTANCE OF ORDERS:** Seller makes all quotations and accepts orders only on the Terms and Conditions of Sale stated herein. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with or in addition to the terms and conditions of Sale stated herein, unless expressly accepted in a writing, and signed by Seller. In the event of conflict or differences in the terms of Buyer's order and the terms stated herein, the terms stated herein shall govern. All orders are subject to acceptance only at Seller's facility in Oakville, Ontario, Canada.
- 4) **PRICES:** All prices are: (a) Seller's current prices and are subject to change without notice at any time prior to acceptance of Buyer's order; (b) subject to all federal, state or provincial, and local taxes upon the production, sale or shipment of the goods sold hereunder, now or hereafter becoming effective, and if not included in the invoice, such amount may be invoiced at a later date, and Buyer shall be responsible for and pay all such taxes.
- 5) **SHIPMENTS:** EX WORKS - Aquamarine Oakville, Ontario, Canada. Buyer is responsible for all applicable taxes, customs fees, tariffs, port fees or any similar costs. Prices do not include delivery, blocking, bracing, or packaging of equipment.
- 6) **PAYMENTS:** Payment terms are as described in the purchase proposal contract. Final payment of total order value, due at completion and notification by Aquamarine of readiness for shipment. Final payment not received by Aquamarine, for any reason, within 30 days of notification of readiness for shipment gives Aquamarine the right to sell equipment ordered to an alternate party, and a restocking charge of 15 % of total order value will apply, or to charge a daily storage fee as deemed reasonable solely by Aquamarine. All payments shall be made by electronic wire transfer to "Aquamarine Inc" unless otherwise agreed.
- 7) **WARRANTY:** Except as otherwise provided herein, any goods sold hereunder which have been operated within the limits of rated and normal usage, are warranted to be free of defects in material and workmanship, as determined by Seller's inspection, for a period of one year from date of shipment. The terms of this warranty do not apply to any other goods which have a life, under normal usages, that is inherently less than one year. Descriptions, specifications, drawings and other particulars including any production estimates furnished to Buyer are only Seller's estimates and do not create a warranty. Within the warranty period, Seller will repair or replace without cost to Buyer, except for cost of shipping (including return freight prepaid per standard shipping terms), and applicable national, state, provincial, or local taxes (including but not limited to duties, custom/brokerage, sales tax, GST, HST, PST, VAT) on any product or parts covered by the warranty which Seller finds to be defective in material or workmanship, provided that the Buyer gives the Seller prompt notice. This shall be the sole and or exclusive remedy of the Buyer under this warranty. Buyer will be responsible for any freight charges that differ from the standard service.
- 8) **DISCLAIMER OF OTHER WARRANTIES:** The warranty described in Paragraph 7 is in lieu of all other warranties, expressed or implied at law or equity, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, which are excluded, other than as provided in the Warranty Statement and is incorporated herein by reference.
- 9) **SAFETY DEVICES:** Aquamarine will supply only such safety devices as are specified in this proposal. Additional safety devices required by law, or otherwise, will be furnished at additional cost to purchaser on purchaser's authorization.
- 10) **LIMITATION OF LIABILITY:** Seller's liability on any claim(s) of any kind, including negligence or strict liability, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods sold by seller to buyer, shall in no case exceed the price allocable to the goods which give rise to the claim. In no event shall Seller have any liability for any incidental or consequential damages arising out of or in connection with a breach of the contract of sale or any other duty of Seller with respect to these goods including, but not limited to, incidental or consequential damages such as for lost profits, lost sales, even if Seller has been advised of the possibility thereof, or injury to persons or property.
- 11) **NOTICE OF CLAIMS:** Buyer shall inspect the goods upon receipt and shall notify Seller in writing of any claims including claims for shortage or breach of warranty within 30 days after Buyer discovers or should have discovered facts upon which the claim is based. Failure of Buyer to give written notice of a claim within the time period or in the form specified above shall be deemed to be a waiver of such claim.

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## TERMS AND CONDITIONS OF SALE

pg 2 of 2

12) **LIMITATION OF ACTIONS:** No action for breach of any term of this contract of sale or any other duty of Seller with respect to these goods may be commenced more than one (1) year after shipment of the goods.

13) **DELIVERY:** The scheduled shipment date is an estimate and is subject to filling prior orders and delays caused by strikes, accidents, shortages or other causes. Buyer's acceptance of delivery date from Seller shall constitute a waiver of any claim for delay, and in no event shall Seller be liable for any incidental or consequential damages arising in connection with delay or non-delivery for any reason.

14) **INSURANCE:** The risk of loss passes to Buyer upon delivery of the goods to the carrier. Insurance against loss or damage to the goods during shipment is the responsibility of Buyer. Upon delivery and until the entire purchase price for the goods is paid in full, Buyer shall keep the goods insured against loss or damage by fire and other risks and hazards included with so-called "extended coverage" insurance, in an amount at least equal to such purchase price. Losses under such insurance shall be made payable to Seller and any payments under such insurance shall be paid directly to Seller and applied to the unpaid balance of the purchase price. Buyer will furnish Seller with copies of the policies of such insurance and each renewal thereof.

15) **INDEMNIFICATION AND RISK OF LOSS:** Buyer and Seller agree that after delivery of the goods sold hereunder, the goods and all persons operating such goods will be deemed under Buyer's exclusive control. Buyer assumes all risk and liability for and agrees to indemnify, save and hold harmless to the fullest extent permitted by law, Seller and any of its officers, agents, employees, parents or affiliates from and against any loss, damages, claims, actions, penalties, liabilities and costs, including attorney's fees, arising from any loss or damage to property or injury to persons, including without limitation, any injury, disability or death of workers or employees, caused by or in any manner incurred because of the possession, use, modification, or operation of the goods after delivery, except that Buyer shall not be liable under this section for damages arising out of or damage to property or injury to persons directly caused by or resulting from the sole negligence or strict liability of the Seller. Buyer's obligation hereunder is in no way limited to any protection afforded it under workers' compensation acts, disability benefits acts, or other employee benefits acts.

16) **CANCELLATIONS:** An order placed with and accepted by Aquamarine can be cancelled only with Aquamarine's consent and upon terms that take into consideration expenses incurred and commitments made by Aquamarine. Payments made to Aquamarine may be held as liquidated damages.

17) **GOVERNING LAW:** The validity, interpretation and performance of this contract for sale shall be governed by the laws of the Province of Ontario, Canada. Any dispute arising out of or related to these Terms and Conditions of Sale shall be governed by and construed according to the laws of the Province of Ontario, Canada. The parties hereby agree to the exclusive jurisdiction and venue of the courts of the Province of Ontario, Canada in relation to all questions pertaining to the interpretation, applicability, enforceability and validity of these Terms and Conditions of Sale.

18) **EQUIPMENT UPDATING:** Aquamarine reserves the right to change machinery specifications at any time and substitute the latest approved machinery and/or design, as Aquamarine's policy is one of continuous improvements in machinery design and manufacture. Aquamarine reserves the right to make changes, additions or improvements to its machinery but has no obligation to make such changes, additions or improvements to machinery previously manufactured and sold.

19) **WORK AND SAFETY REGULATIONS:** It is the responsibility of the Buyer to know, understand and comply with the work and safety laws and regulations in effect and governing Buyer's use of the goods sold hereunder. To the extent governing law requires inspections, record keeping and/or after-purchase modifications to the goods, it is the responsibility of the Buyer to arrange for and comply with such requirements and any associated costs are the sole responsibility of the Buyer. Seller does not by operation of this contract for sale assume any responsibility for or undertake any liability for Buyer's performance under or compliance with such laws and regulations. Buyer shall indemnify Seller of all claims of liability arising from any after-purchase modifications made by Seller.

20) **AQUAMARINE'S SECURITY INTEREST:** Title to the machinery described herein shall be acquired by purchaser when final payment is made in cash. Aquamarine may, however, give possession to purchaser before the final payment is made in cash. Aquamarine may, however, give possession to purchaser before the final payment is due and in that event, purchaser expressly agrees that, on or before delivery of the machinery, purchaser will execute a security agreement and financing statement pursuant to the Uniform Commercial Code or other similar documents in use in the relevant jurisdiction, in a form satisfactory to Aquamarine, and will pay the cost of filing same in all public offices where filing is deemed by Aquamarine to be necessary or desirable.

21) **NO OTHER CONTRACT PROVISIONS:** Any terms and conditions on the forms of the purchaser which are in addition to or in conflict with the Terms and Conditions of Sale herein shall not be a part of the contract or binding on Aquamarine. Failure of Aquamarine to object to provisions contained in any order or communications from a purchaser shall not be deemed a waiver of these conditions. No waiver, alteration or modification of these conditions shall be binding upon Aquamarine unless they are in writing and signed by an authorized representative of Aquamarine.

22) **WAIVER:** No failure of Seller to insist upon strict compliance by Buyer with these Terms and Conditions of Sale or to exercise any right accruing from any default of Buyer shall impair Seller's rights in case Buyer's default continues or in case of any subsequent default by Buyer. Waiver by Seller of any breach by Buyer of these Terms and Conditions of Sale shall not be construed as a waiver of any other existing or future breach.

23) **SEVERABILITY:** If any provision herein shall be held to be unlawful or unenforceable, the remaining provisions herein shall remain in full force and effect.

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## WARRANTY

### New Aquatic Plant Harvesting Machinery

**Machinery manufactured by Aquamarine Inc. is warranted to be free from defects in workmanship and material, under normal use, for the period hereinafter set forth, subject to the following provisions.**

- A. Warranty claims for visible defects must be made in writing within fifteen (15) days of delivery and for hidden defects, within fifteen (15) days after the defect has become evident.
- B. This warranty does not cover defects caused by:
1.
    - Misuse, negligence, accident, alteration or overloading of the machinery beyond the design, engineering and manufacturing criteria.
    - Normal wear and tear.
    - Improper handling, storage or assembly
    - Insufficient or improper lubrication or inadequate coolant levels.
    - Inadequate corrosion protection.
    - Deterioration by chemical action.
  2. Alteration to the machinery by the purchaser or by third parties and the installation or addition of replacement parts not made or supplied by Aquamarine. Defects of this nature require proof by the purchaser that the claimed defects were not, in fact, caused by such alteration; installation or addition before applicability of this warranty can be acknowledged by Aquamarine.
  3. Failure of the purchaser to comply with Aquamarine's instructions for proper operation and maintenance of the machinery.
  4. Improper use of the machinery or use for purposes other than those intended by Aquamarine.
  5. Operation of the machinery under extraordinary conditions of which Aquamarine had not been informed in writing at time of ordering.

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- C. 1. To correct acknowledged defects under the terms of this warranty, Aquamarine, at its option, will furnish replacement parts, make repairs in defective parts or pay for repairs. Aquamarine will make no reimbursement for corrective work done unless specifically agreed to in writing in advance.
2. No reimbursement will be made for labour charges to remove defective parts from machinery, install replacement parts or to adjust or repair machinery, unless such charges are authorized in advance by Aquamarine.
3. The cost of emergency repairs made by the purchaser without the prior agreement of Aquamarine to protect the machinery or its operating personnel from harm will be reimbursed to the purchaser in an amount equal to the cost of repairs if they had been done by Aquamarine. The same reimbursement limitation shall apply where Aquamarine approves, in advance, any other warranty repairs by the purchaser or others.
4. Defective parts replaced under warranty shall become the property of Aquamarine and shall be returned promptly to Aquamarine by the purchaser, freight prepaid and at no other cost whatever to Aquamarine.
- D. Equipment or components furnished in machinery but not manufactured by Aquamarine are warranted by Aquamarine only to the extent of express warranties of the manufacturers of such equipment or components. Upon request of the purchaser Aquamarine will request the benefits of such warranties on behalf of the purchaser.
- E. The warranty is in effect for *twelve (12) months from the date of initial operation or one thousand (1,000) operating hours*, whichever occurs earlier. In no event, however, shall the warranty be in effect for more than fifteen (15) months after the date of shipment by Aquamarine without specific written agreement to the contrary. The warranty will automatically expire twelve (12) months or one thousand (1,000) operating hours from the date of initial operation or fifteen (15) months after shipment, whichever occurs earliest.
- F. IN NO EVENT AND ON NO LEGAL GROUND, INCLUDING BREACH OF CONTRACT AND TORT, SHALL AQUAMARINE BE LIABLE FOR DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR WARRANTY PROVISIONS.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision and installation of defective parts, as specified above and any claims for other loss or damages of any type, including, without limitation, loss from failure of the machine to operate for any period of time, other economic or moral loss, direct, immediate, special, indirect or consequential damages are expressly excluded.**



586 Third Line, Oakville, Ontario Canada L6L 4A7  
Designers & Manufacturers of Water Management Products





**KUBOTA ENGINE AMERICA CORPORATION  
LIMITED WARRANTY ON INDUSTRIAL ENGINES  
AND REPLACEMENT PARTS EFFECTIVE JANUARY 1, 2009**

**OUR WARRANTY TO YOU**

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods.

1. Industrial Engines for 2 years or 2,000 hours, whichever occurs first.
2. Industrial Engines Major Component Warranty (MCW), 3 years or 3000 hours, whichever occurs first, parts only.

**MCW covers** cylinder block, cylinder head, crankshaft, camshaft, gears, pistons, rods, flywheel, flywheel housing, oil pump, pulleys, governor, intake manifold, oil pan, ignition distributor.

**MCW does not cover** rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps.

3. Replacement parts for 1 year.

**WHAT WE WILL DO**

We will, at our option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and service during the term of the warranty at no charge for parts or labor. (Parts only for MCW)

**WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE**

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Industrial Engine Distributors can be found on the internet at [www.kubotaengine.com](http://www.kubotaengine.com), by calling 1-800-532-9808 or by contacting:

Kubota Engine America Corporation  
505 Schelter Road  
Lincolnshire, IL 60069

**WHAT THE WARRANTY DOES NOT COVER**

This warranty does not cover:

1. Damage, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing, or lack of performance of required maintenance service.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant, or belts.
3. Installation of replacement parts, unless originally installed by an Authorized Kubota Industrial Engine Distributor or Dealer.
4. Non-genuine Kubota parts.
5. Any engines damaged by use of ether or any starting aid, or greater than a 50/50% solution of antifreeze and water.
6. Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking.
7. Damage caused by water entering the engine due to any cause.
8. Used Products.
9. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
10. Any Engine not application reviewed.

**APPLICATION REVIEW PROCESS:** The Kubota Engine America (KEA) application review process is intended to assist the OEM with engine installation to optimize functionality/performance within the OEM's equipment in order to maintain durability, customer satisfaction, and reduce warranty failures and expenses. Kubota cannot anticipate all potential failures and issues that may occur with the engine or product in the field during an application review. Therefore, machine durability testing by the OEM either in a test facility and/or in the field is critical to further reduce the potential for field failures.

The amount of time spent by KEA on an application review is significantly less than the amount of time spent by the OEM's design engineers on the application. Because of this, the KEA application review is intended to identify issues that are within the scope of the application review testing performed and in some cases recommend possible solutions. The KEA application review should never take the place of proper design and testing of the finished product by the OEM.

The KEA application review does not in any way express or imply any additional warranty coverage other than what is stated in Kubota's Limited Warranty Agreement. Kubota and its subsidiary companies are not responsible for (including, but not limited to): failures resulting from any components that are not manufactured by Kubota, misrepresented or incorrect information provided from an OEM, any changes made without KEA's knowledge, any decision by the OEM not to follow KEA's recommendations, or any application related problems or deficiencies that may arise that were not found by KEA's limited application review or the OEM's durability testing.

**THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS**

We neither assume nor authorize anyone to assume for us any other express warranty. The Kubota Distributor/ Dealer has no authority to make any representation or promise on behalf of Kubota Engine America Corporation or to modify the terms or limitations of this warranty in any way.

**LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.**

Our responsibility is to repair or replace defective parts as stated above. We will not be responsible for any other expenses, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE AND IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

**LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.**

This warranty is in lieu of all other warranties, express or implied, and of any other obligations or liability on our part. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damage or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. IN NO EVENT WILL WE BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF OR DAMAGE TO OTHER PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

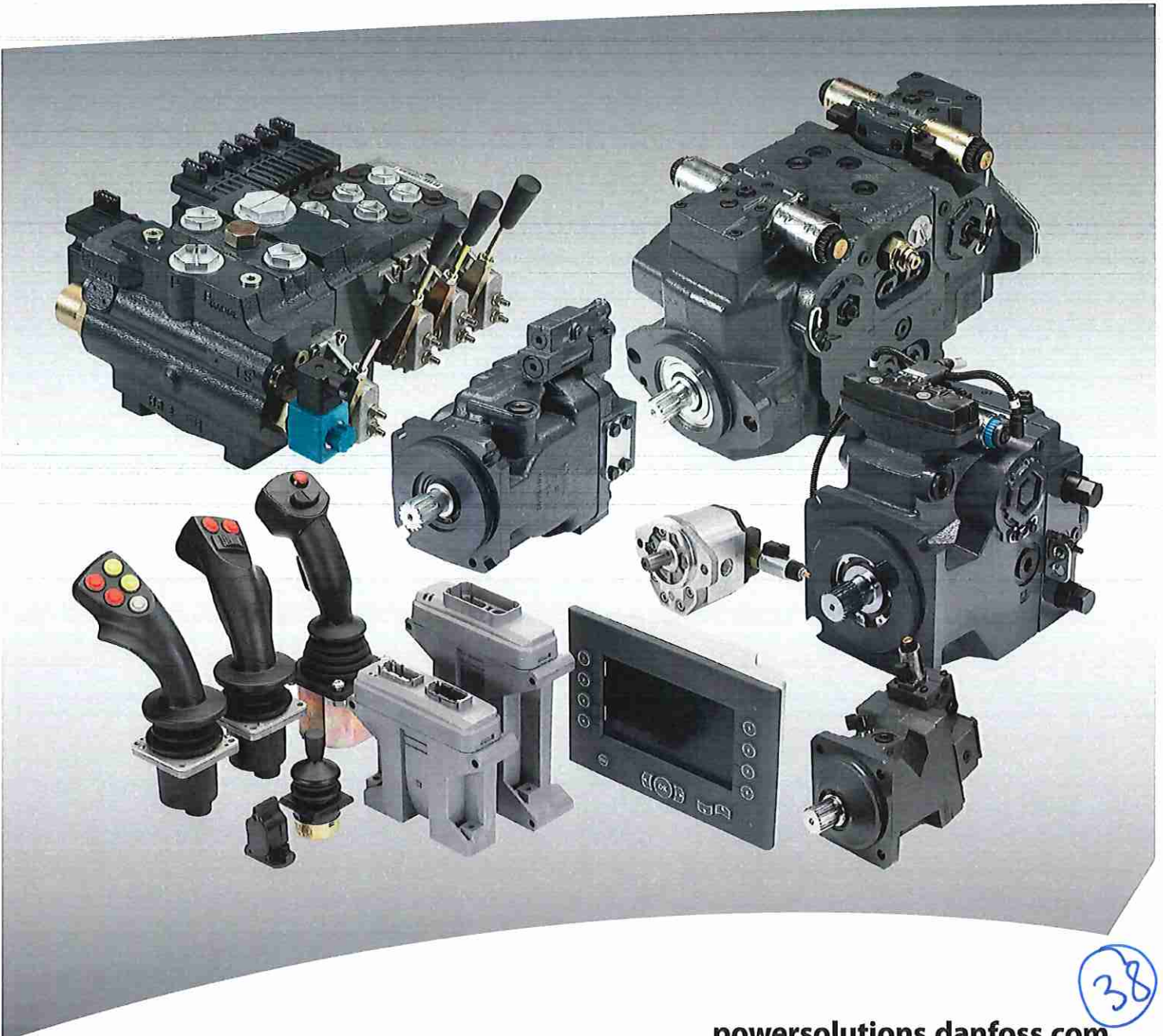


MAKING MODERN LIVING POSSIBLE



Warranty Policies and Procedures

# Danfoss Power Solutions (US) Company All Products



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## Warranty Policies and Procedures

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### Warranty

Danfoss (US) Company ("Danfoss") warrants for the applicable Warranty Period referred to below to the original equipment manufacturer or authorized distributor purchasing a Danfoss Product ("Buyer") that the product will be free from defects in material and workmanship at the time of shipment from Danfoss, and will conform to the drawings and specifications that apply to the product under Danfoss' sale agreement with Buyer.

Duration of warranty is printed in the section "WARRANTY PERIODS" (the "Warranty Period"). During the Warranty Period, Danfoss shall repair or replace those products or their parts found by Danfoss to be defective in material or workmanship at time of original shipment, provided that Danfoss or its authorized representative is first advised in writing within the applicable Warranty Period of Buyer's contention of such defect, and that the product or, if applicable, the part in question is made available for inspection by Danfoss or its authorized representative.

To facilitate inspection, Danfoss may request return of the product and/or part Buyer contends to be defective. If so requested, Buyer will return the item to a Danfoss Authorized Service Center or Factory Repair Facility ("Service Center").

Product or parts failures or malfunctions that are not attributable to defects in material and/or workmanship, and which are not covered by the said warranty include, but are not limited to:

- Inadequate, contaminated, or improper fluid
- Accident, abuse, or neglect
- Stripped keyways, or splines stripped or worn on external shaft end
- Improper mounting of external pulleys, gears, etc.
- Operating above those speeds, pressures, or temperatures recommended by Danfoss
- Operating with improper electrical inputs (voltage, polarity, current, etc.)
- Repairs by personnel other than as authorized by Danfoss
- Use of the product in a manner or for a purpose not originally intended for by Danfoss
- Use of parts other than Genuine Danfoss Parts in any repairs.

Danfoss shall not be liable for labor costs or any other expenses incurred in removing or reinstalling products or parts.

**THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Danfoss' liability, whether of warranty, negligence, or otherwise, is limited to the repair or replacement as herein provided or, at Danfoss' sole option, to a refund of the purchase price. **THIS SHALL BE DANFOSS' MAXIMUM LIABILITY AND UNDER NO CIRCUMSTANCES SHALL SAUER-DANFOSS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES FROM ANY SOURCE WHATSOEVER (INCLUDING, SPECIFICALLY, BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF BUSINESS, OR ANY OTHER FINANCIAL LOSS BY BUYER OR ANY THIRD PARTY).**

If Buyer grants warranty on Danfoss products of greater scope than the warranties provided by Danfoss herein, or extends any Warranty Period beyond the applicable period described in "WARRANTY PERIODS," Buyer does so at its sole risk and expense. Buyer will indemnify and hold Danfoss harmless from any claims of any party based on such greater warranty or period, and any expenses incurred in the defense of such claims. This warranty only applies to original-equipment manufacturers or authorized distributors, and by its terms does not extend to any person buying the product for personal, family, or household use. If Buyer extends its own warranty to its customer, and if the *Magnuson-Moss Warranty Improvement Act* (Pub. L. 93-637) or similar state laws should apply, Buyer assumes all responsibility for compliance with such laws and will indemnify and hold Danfoss harmless from any claims of any party based on a violation of such laws and any expenses incurred in the defense of any such claims.

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## Warranty Policies and Procedures

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### Warranty Periods

#### New products

The Warranty Period is limited to the earlier of:

- (i) 24 consecutive months (2 years) from the date of first use of the product, or
- (ii) 36 consecutive months (3 years) from the date of original shipment of the product from Danfoss.

#### Rebuilt products

A. If a product is rebuilt by a Service Center during the original new product Warranty Period, warranty on the rebuilt item shall be as set forth herein and shall continue for the balance of the original Warranty Period, or for a period equal to 50% of the original new product Warranty Period, whichever is later.

#### Service parts

The Warranty Period for Service Parts shall be 12 consecutive months (1 year) from date of original shipment of such service parts from Danfoss.

### Repair Procedures

- A. Major warranty repairs must be made by a Service Center and shall be obtained in accordance with all procedures set forth herein. To reduce unnecessary machine down time and freight costs, minor repairs may be performed in the field per the procedures in the applicable Danfoss Service Manual, without affecting the product's warranty.
- B. By forwarding a product to a Service Center for repair, Buyer acknowledges the Service Center's expertise and technical ability to determine by inspection whether a product was defective in material and/or workmanship when shipped from Danfoss.
- C. If upon receipt and inspection of the item, Danfoss, in its sole discretion, determines that the product or part is defective in materials or workmanship, Danfoss will, upon request, reimburse Buyer for its reasonable charges in returning the item via surface transportation, and will repair or replace the product or part at no charge to Buyer. If a product is returned to Danfoss for warranty consideration and upon inspection and testing is found not to be defective, an inspection or repair charge will be assessed for this examination or repair even though the product is within the Warranty Period.
- D. A Purchase Order must be supplied to the Service Center for all products returned for repair.
- E. Damage or losses incurred during shipping and handling of products is the responsibility of Buyer.
- F. Products submitted for repair may be updated at the Service Center's sole discretion, but no changes will be made that will detrimentally affect the form, fit, or function of the product. Danfoss reserves the right to make changes in the design of its products at any time without incurring any obligation to make equivalent changes in products previously manufactured or shipped.
- G. The Service Center has no responsibility for the return of customer's fittings, couplings, hoses, etc. attached to or included with products.
- H. Upon inspection or repair of each product, an "Inspection Report" will be completed by the Service Center. This document reports the reason for malfunction and the condition of the hardware. A copy is available to Buyer upon request.
- I. Products returned containing other than genuine Danfoss Parts will have those parts replaced with genuine Danfoss Parts. A charge will be assessed for all non-Danfoss Parts replaced during repair.
- J. A "Rebuilt" tag or stamp will be attached to each repaired product. This applies to all products that are repaired except for Buyer production line rejects. Production line rejects will be repaired and returned without this tag or stamp.
- K. All repaired products will be tested and painted or refinished. The product will be assigned a new serial number or date code, except for Buyer production line rejects, which will retain original serial number.
- L. The Service Center may, at its option, "Drop Ship" or ship to a location other than Buyer's place of business if requested by Buyer.

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**Products we offer:**

- Bent Axis Motors
- Closed Circuit Axial Piston Pumps and Motors
- Displays
- Electrohydraulic Power Steering
- Electrohydraulics
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- Integrated Systems
- Joysticks and Control Handles
- Microcontrollers and Software
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- Proportional Valves
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- Steering
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Local address:



**Danfoss Power Solutions (US) Company**  
2800 East 13th Street  
Ames, IA 50010, USA  
Phone: +1 515 239 6000

**Danfoss Power Solutions GmbH & Co. OHG**  
Krokamp 35  
D-24539 Neumünster, Germany  
Phone: +49 4321 871 0

**Danfoss Power Solutions ApS**  
Nordborgvej 81  
DK-6430 Nordborg, Denmark  
Phone: +45 7488 2222

**Danfoss Power Solutions Trading (Shanghai) Co. Ltd.**  
Building #22, No. 1000 Jin Hai Rd  
Jin Qiao, Pudong New District  
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# MD DECLARATION OF CONFORMITY



We, **Aquamarine Inc.**  
586 Third Line, Oakville, Ontario  
L6L4A7, Canada

Declare that the product: **Aquatic Weed Harvester Model H5-200**

We hereby declare that the above-mentioned (product) satisfy the fundamental health and safety requirements of the Machinery Directive in respect of their design and construction in Directive MD 2006/42/EC concerning the mutual harmonization of the Member States' legislation governing machines. We also declare that we satisfy and fulfils the requirements in accordance with the MD Directive

This declaration is based on the following :

**Harmonized directives :**

**Machinery Directive 2006/42/EC**  
**EN 292-1 and 2:1991 Safety of Machinery Basic Concept**  
**EN 1050: 1997 Safety of machinery, Risk assessment**

The CE marking affixed on product and/or this declaration means that the company can provide the referenced files to Authorities.

In Oakville, Ontario, Canada

Date: Nov 15, 2017

*CRAIG BOLLINGER*

Product Line Manager name & signature:



*Any technical file, test report or other data furnished by Aquamarine to a certified or notified body, or any other kind of body, for the purpose of proceeding to the evaluation or inspection or certification in compliance with all European regulations regarding CE marking of the products, shall be treated as confidential information by the body, shall not be disclosed to third parties, shall remain the exclusive property of Aquamarine and shall not be used otherwise than for the purpose here above stated.*

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**LVD DECLARATION OF CONFORMITY**



**We, Aquamarine Inc.  
586 Third Line, Oakville, Ontario  
L6L4A7, Canada**

**Declare that the product : Aquatic Weed Harvester Model H5-200**

**We hereby declare that the above-mentioned (product) complies with the principal protection requirements of the directive of LVD Directive 2014/35/EU relating to electrical equipment design for use within certain voltage limits. We also declare that we satisfy and fulfils the requirements in accordance with the mentioned LVD Directive**

**This declaration is based on the following :  
Harmonized directives :  
EN 62061: 2005 Safety of machinery**

**The CE marking affixed on product and/or this declaration means that the company can provide the referenced files to Authorities.**

**In Oakville, Ontario, Canada**

**Date : NOV 15, 2017**

**CRAIG BOLLINGER.**

**Product Line Manager name & signature:**



*Any technical file, test report or other data furnished by Aquamarine to a certified or notified body, or any other kind of body, for the purpose of proceeding to the evaluation or inspection or certification in compliance with all European regulations regarding CE marking of the products, shall be treated as confidential information by the body, shall not be disclosed to third parties, shall remain the exclusive property of Aquamarine and shall not be used otherwise than for the purpose here above stated.*

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**WARRANTY**

**ALL ORDERS FOR PRODUCT ARE SUBJECT TO THE FOLLOWING:**

Flodraulic warrants each product to be free from defects in material and workmanship under normal use and service. Flodraulic's obligation under this warranty is limited to repairing or supplying, at our option, part/parts to replace any defective part/parts which fail, within one (1) year from the date of original sale. No product shall be returned without prior authorized approval. The transportation charges shall be prepaid by the customers own courier/shipper to Flodraulic, Georgetown, Ontario. Unauthorized returns will not be accepted.

The provisions of this warranty shall not apply to any part/parts which have been subject to misuse, negligence or accident, or which have been repaired or altered outside of Flodraulic's service department in any way so as in the judgment of Flodraulic to affect adversely its performance, stability or reliability.

Flodraulic neither assumes nor authorizes anyone to assume for it any other obligation or liability for any loss or damage, direct, incidental or consequential, resulting from or arising out of or in connection with any of its defective part/parts.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF FLODRAULIC OF ANY NATURE WHATSOEVER.**

**RETURN/CLAIMS/CANCELLATION POLICY**

A Returned Goods Authorization (RGA) must be obtained from Flodraulic prior to the return of any product. RGA's are only valid for a period of 45 days from the date of issue. Goods received after the 45 day period will be rejected, and the RGA voided. All shipments to Flodraulic must be sent freight prepaid. Upon inspection, should the Quality Control Department determine the product to be defective, credit or replacement will be issued accordingly.

For product returned in an "as new" condition, the restocking charges are as follows:

<u>Returned from date Of original shipment</u>	<u>Stock Items</u>	<u>Special Order Items</u>
180 days	25%	50%

For any shipments received by a customer that have claimed to be damaged during shipment, missing parts or have the incorrect parts, Flodraulic must be notified within 10 days of receipt of this shipment.

**CANCELLATIONS:**

Orders shall not be subject to change of specifications or to cancellation without the consent of Flodraulic, and then only at a charge determined by Flodraulic. The charge will be sufficient to cover all costs and commitments.

Flodraulic requires written confirmation via fax/email on any customer order cancellations as verbal cancellations are not accepted.





## Summer Village of Nakamun Park Request For Decision (RFD) 2024-4

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>January 18<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw 2024-1, Borrowing Bylaw (Short Term Capital Financing for Weed Harvester)</b>
<b>Agenda Item Number:</b>	<b>Business 6(e)</b>

### **BACKGROUND/PROPOSAL:**

On the presumption that Council is will proceed with the purchase of the new weed harvester as outlined in item Business 6(d) in the agenda, administration has prepared the required borrowing bylaw to facilitate the short term borrowing to interim finance the purchase.

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

As discussed earlier in the agenda (under RFD 2024-3) the borrowing authorized under Bylaw 2024-1 would amount to \$125,000, with the balance of the purchase price being paid upfront by capital reserves/cash.

The Borrowing Bylaw follows the authority granted under section 257 of the MGA, specifically addressing short-term borrowing for capital purchases with a loan term 5 years or less. Similar provisions apply here as to other short-term loans – rate must be less than 10%, must be 5 years or less (for capital borrowing), and no advertising is required (if 5 years of less in term).

This bylaw authorized the borrowing, of the listed amount, and specifies the broad arrangement of loan terms (i.e. section 2 confirms it is a term loan and we have input that it will be 5 annual payments of (or up to) a listed amount of \$30,900 per year. The Bylaw goes on to authorize that the CEO (mayor) and CAO are authorizes to further negotiate and agree to reasonable terms and conditions offered by the bank at the time of agreement. For example, we will negotiate for a variable rate open loan (so that we can pay off earlier if we have the means) and the exact rate and payment schedule will be confirmed in that agreement.

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

N/A. See RFD 2024-3 for details on the financing plan and repayment/funding source discussion of the project.

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**RECOMMENDED ACTION:**

- 1) That Council gives all required readings to Bylaw 2024-1, being a Borrowing Bylaw for the Purpose of Short Term Capital Expenditures, finally passes the Bylaw and authorizes execution of same by Mayor and Chief Administrative Officer.

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

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**BYLAW 2024-1**  
**BEING A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE**  
**PROVINCE OF ALBERTA, FOR THE PURPOSE SPECIFIED IN SECTION**  
**257 OF THE MUNICIPAL GOVERNMENT ACT (SHORT TERM**  
**BORROWING RELATED TO CAPITAL PURCHASE )**

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**WHEREAS** the Council of the Summer Village of Nakamun Park (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary borrowing certain sums of money for the expressed, budgeted, and approved purchase of capital equipment, specifically an Aquamarine Inc. Model H5-200 Aquatic Lake Weed Harvester;

**WHEREAS** Section 251 of the Municipal Government Act allows for municipalities to undertake borrowing so long as that borrowing is authorized by bylaw and incorporated the prescribed details set out in Section 251;

**WHEREAS** Section 257 of the Municipal Government Act establishes the provisions by which a municipality may undertake borrowing for short term capital expenditures, and that bylaws securing such borrowing do not need to be advertised so long as the term of the borrowing does not exceed five years;

**AND WHEREAS** the Summer Village of Nakamun Park's banking institution, ATB Financial, agreed to facilitate the borrowing requested by the municipality);

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

1. The Corporation is hereby authorized to borrow from ATB Financial, ("ATB") up to the principal sum of \$125,000 repayable upon demand at a rate of interest per annum from time to time established by ATB, not to exceed 10%, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
2. The borrowing is a term loan repayable on demand and the Corporation is required to make five payments of \$30,900.00 each, for a term of five years.
3. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
  - a) to apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;



**BYLAW NO. 2024-1**  
**SUMMER VILLAGE OF NAKAMUN PARK**  
**Municipal Government Act RSA 2000 Chapter M-26**  
**Section 251 - 263**

- b) in preparation of security for any money borrowed from ATB:
- i. to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
  - ii. to give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
  - iii. to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.
4. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are: Capital Grants, Reserves, Taxes Collected.
5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
6. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
7. This Bylaw comes into force on the final passing thereof.

**WE HEREBY CERTIFY** that the foregoing Bylaw was duly passed by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the 18<sup>th</sup> day of January 2024 at which a quorum was present, as entered in the minutes of the said Council, and that the Bylaw has come into force and is still in full force and effect.

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**BYLAW NO. 2024-1  
SUMMER VILLAGE OF NAKAMUN PARK  
Municipal Government Act RSA 2000 Chapter M-26  
Section 251 - 263**

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

**READ** a first time this 18<sup>th</sup> day of January, 2024.

**READ** a second time this 18<sup>th</sup> day of January, 2024.

**UNANIMOUS CONSENT** to proceed to third reading this 18<sup>th</sup> day of January, 2024.

**READ** a third and final time this 18<sup>th</sup> day of January, 2024.

**SIGNED** this 18<sup>th</sup> day of January, 2024.

WITNESS our hands and the seal of the Corporation this 18<sup>th</sup> day of January, 2024.

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

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

DRAFT

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Lac Ste. Anne  
Foundation

December 4, 2023

ADMINISTRATION  
OFFICE  
4407 42A Avenue  
Box 299  
Mayerthorpe, AB  
T0E 1N0  
Phone: 780-786-3100  
Fax: 780-786-4810

PLEASANT VIEW  
LODGE  
4407 42A Avenue  
Box 299  
Mayerthorpe, AB  
T0E 1N0  
Phone: 780-786-2393  
Fax: 780-786-4810

SPRUCEVIEW  
LODGE & HEIGHTS  
12 Sunset Boulevard  
Whitecourt, AB T7S 1S9  
Phone: 780-778-5530  
Fax: 780-778-5215

CHATEAU LAC STE.  
ANNE  
5129-49 Ave  
Onoway, AB T0E 1V0  
Phone: 780-967-0475  
Fax: 780-967-0470

SUPPORTIVE HOUSING  
SERVICES  
4503-52 Ave  
Whitecourt, AB T7S 1M4  
Phone: 780-778-3623  
Fax: 780-786-4810

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

Attention: Dwight Moskalyk, Chief Administrative Officer

**RE: 2024 Municipal Requisition**

---

Dear Dwight;

Please accept this letter as formal communication regarding the approved 2024 Municipal Requisition amounts for your Community.

As per the Lac Ste. Anne Foundation Municipal Requisition Policy;

The municipalities for which the organization provides supportive living accommodation shall be requisitioned annually based on the current year's approved budget. The total requisition shall be shared on the basis of the proportion that a municipality's equalized assessment bears to the total of the equalized assessments of all the municipalities to be requisitioned. Payments shall be made in quarterly installments the 1st banking day of January, April, July and October. Contributing Municipalities with total requisition in the annual amount less than \$20,000 shall pay on the 1st banking day of July.

Your total requisition amount is **\$10,876.80** based on the 2024 Provincial Equalized Assessment Report and will be invoiced for payment July 1, 2024.

Thank you for your ongoing support of the Lac Ste. Anne Foundation and its seniors.

If you have any questions or concerns, please contact me at 780-786-3167.

Yours truly,

Dena Krysik  
Chief Administrative Officer

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# ONOWAY REGIONAL FIRE SERVICES – (Fire Rescue International)

## MEDIA RELEASE:

Ross Haven, AB – Dec 28, 2023

RE: Structure Fire 3<sup>rd</sup> Street, Ross Haven

At 0528 this morning (Thurs Dec 28th), Onoway Regional Fire Services responded to a structure fire located at 314 3rd Street, Ross Haven. The first pumper was enroute within 2 minutes of the page out with a second pumper and water tender rolling by 0532.

When crews arrived on the scene smoke was showing from multiple sides of the building and active flames were noted on the main floor. Within 4 minutes of arriving on the scene, firefighters had made entry and put water on the fire. By 0559 the building was all clear and the fire was under control. The fire was seated deeply within the walls and roof - which created a great deal of work for the crews - even after the emergency stage was complete. Great care was taken not only to search for hidden fires but also to salvage and clean as the work continued. In the end, the fire was contained to one room of the home with no extension to the neighboring residence.

There were no injuries to the occupants or any of the responding firefighters. Nine members of Fire Rescue International -O/A Onoway Regional Fire Services a Not-For-Profit Corp fought the fire. Onoway Regional Fire Services would like to thank Alberta Health Services, RCMP, Fortis, and Atco Gas for responding as well as Lac Ste. Anne County for standing by in case another water truck was needed.

Please take care to make sure you have working smoke detectors on all floors and that your wood-burning appliances are professionally cleaned and serviced annually.

For more information, please contact Fire Chief Ives at 780-777-4688

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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](mailto:wildwatercommission@gmail.com)

January 5<sup>th</sup>, 2024

To: All Members, WILD Water Commission

Dear Members:

**Re: Launch of Our Stakeholder Newsfeed and Notice System**

The WILD Water Commission is pleased to announce the launch of our Stakeholder Notice System, available through our website. This system is intended to help our team more effectively communicate urgent/emergency matters regarding the WILD Water Commission's daily operation (such as line breaks, truck fill closures, maintenance schedules, and other service interruptions) by sending information directly to subscriber emails.

Updates and service status changes have always been published on our website, but expanding this service to include a single source newsfeed and direct email communication will be helpful to many of you, in particular our commercial haulers and their fleet coordinators. While our municipal and community partners will continue to be contacted directly by our team regarding service matters in their respective jurisdictions, subscription to this new service is encouraged for their administration, operations, and emergency services teams as well, as a failsafe form of notification within their organizational structures.

Anyone interested in learning more about this new option, or subscribing to the notice system, is encouraged to visit our website at: <https://www.wildrwsc.com/>. The registration link and newsfeed are located under the News & Notification tab on the homepage. For assistance, or general enquiries on this announcement, please contact our office at 780-967-0271, or by email at [wildwatercommission@gmail.com](mailto:wildwatercommission@gmail.com).

Thank you,



Dwight Darren Moskalyk  
Commission Manager  
WILD Water Commission

cc: *Board of Directors – WILD Water Commission*  
*Administration and Operations – WILD Water Commission*

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ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Hays*

AR113125

December 15, 2023

Dear Chief Elected Officials:

The Alberta government recognizes local infrastructure is critical to Albertans and to supporting the province's economy, and we are committed to providing predictable, long-term infrastructure funding for all communities. As part of this commitment, I am pleased to announce the launch of the Local Government Fiscal Framework (LGFF) program, which will enable municipalities and Metis Settlements to build infrastructure and serve their communities more effectively.

With LGFF capital funding starting at \$722 million in 2024, the LGFF strikes a fair balance between predictable funding for communities and fiscal responsibility for government. To ensure no community experiences a year-over-year decrease from capital funding allocated under the Municipal Sustainability Initiative (MSI) in 2023, top-up funding will be available for affected communities as part of the transition to the LGFF in 2024. In addition to the legislated LGFF capital funding, based on *Budget 2023* targets and subject to Budget 2024 approval, local governments will have access to \$60 million in LGFF operating funding.

LGFF capital funding in future years will reflect the percentage change in provincial revenues from three years prior. This means in 2025, Alberta communities will receive \$820 million, an increase of nearly 14 per cent, in accordance with growth in provincial revenues between 2021/22 and 2022/23.

For local governments other than Calgary and Edmonton, the LGFF includes a new allocation formula that is substantially different than the one used under the MSI. While the new allocation formula has a greater focus on communities with limited local assessment bases, the formula was chosen to balance the needs of all types of communities – small and large, rural and urban – over the long term. In keeping with our commitment for predictable funding, 2024 and 2025 LGFF capital allocations for all local governments are now available on the program website ([www.alberta.ca/local-government-fiscal-framework-capital-funding](http://www.alberta.ca/local-government-fiscal-framework-capital-funding)), to help you plan for the use of this funding. The website also includes a description of the new funding formula.

Last year, we heard through the online survey on the program design that local governments were highly satisfied with how the MSI has been administered. I am pleased to confirm the delivery of the new program will be largely similar to the MSI. While there are some changes to the LGFF capital component when compared to the MSI, we feel strongly these changes will improve the program for local governments and Alberta taxpayers alike. Additional information on the program design will be provided in an email to chief administrative officers, which they should receive shortly.

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In addition, estimated 2024 LGFF operating allocations, subject to approval in Budget 2024, are available on the program website ([www.alberta.ca/local-government-fiscal-framework-operating-funding](http://www.alberta.ca/local-government-fiscal-framework-operating-funding)). The allocations will not change from what local governments received in 2023. LGFF operating guidelines will be available in 2024.

I am grateful for your council's work and the work of Alberta Municipalities, Rural Municipalities of Alberta, and the Metis Settlements General Council to help develop the LGFF program and allocation formula. I look forward to working with you to ensure your local infrastructure and operating needs continue to be supported as we grow and strengthen Alberta's economy.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, slightly slanted style.

Ric McIver  
Minister

cc: Chief Administrative Officers

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# Local Government Fiscal Framework

## Capital Component

### Program Summary

#### Program Purpose

The Local Government Fiscal Framework (LGFF) is a flexible program that enables municipalities and Metis Settlements to commit funding for capital projects of their choosing, within program rules. It provides transparent, stable, predictable, and easy-to-administer funding, all while being accountable to Albertans.

#### Program Objective

The LGFF program provides funding to municipalities and Metis Settlements to support projects that develop, improve, maintain, or otherwise alter infrastructure assets in Alberta communities; facilitate the resiliency and livability of local communities; and support local and provincial economic activities.

#### Program Administration Details

##### **Program Eligibility**

- All local governments, including municipalities, Metis Settlements, and the Townsite of Redwood Meadows, are eligible to receive funding under the program.
  - Improvement Districts without population are excluded.
- LGFF is allocation-based, meaning local governments are eligible for funding each year, with the amount determined through a funding formula that is either established in the *Local Government Fiscal Framework Act* (for Calgary and Edmonton), or determined by the Minister (for all remaining local governments).
  - Though the program requires local governments to apply to use the funding, the amount of each local government's funding is not subject to a competitive process, only verification of eligibility.

##### **Grant Agreements**

- All eligible local governments will be required to sign a Memorandum of Agreement that establishes the roles and responsibilities of each party, program objectives, and actions and criteria applicable to the LGFF program as prescribed or determined by the Minister.

##### **Project Eligibility**

- Eligible functional categories are outlined in detailed program guidelines and include those related to:
  - Infrastructure Management;
  - Libraries;
  - Parks, Sport, and Recreation;
  - Public Security and Safety;
  - Public Transit;
  - Roads and Bridges;
  - Solid Waste Management;
  - Water; and
  - Wastewater.

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- Land purchases are eligible provided an asset funded by any federal or provincial grant program is built on the land within five years (or 10 years for the Charter cities when constructing transportation utility corridors).
- Broadband infrastructure eligibility under LGFF includes infrastructure where the local government owns at least 51 per cent of the infrastructure. Software eligibility is also expanded to include some software licensing (details provided in LGFF guidelines).
- Projects involving harvesting trails and other culturally important sites are eligible for Metis Settlements only.
- Interest on borrowing for LGFF-funded projects is eligible for the two Charter cities only.
- All applications must commit a minimum of 10 per cent of the local government's annual allocation, or \$5 million, whichever is lower (with some exemptions as noted in the guidelines).

#### ***Application and Payment Process***

- Local governments submit their project applications to the department to ensure they align with eligibility criteria. To streamline the application requirements, local governments are allowed to submit multiple projects under the same application with a streamlined amount of information, provided the list of projects falls under the same functional category. Projects relating to a unified system that fall under different but related categories can also be submitted under one application (e.g., road construction including new water and wastewater lines).
- To revise project costs after the project has been accepted by the Minister, local governments can update project details to reflect more accurate cash flows.
  - Cash flow updates to projects can be provided to the department without the need for a formal project amendment, although those with significant increases in LGFF funding committed will be given greater scrutiny by the department.
- Payments are issued when the local government has met all of the payment conditions outlined in the LGFF program guidelines. These include:
  - receipt of sufficient project applications to commit all LGFF allocations, including credit items and interest earned;
  - certification of prior years' financial and outcome reporting documentation and receipt of audited financial statements; and
  - expenditure of previous years' allocations (i.e., payment only to local governments with no more than one year's carry-forward).

#### ***Reporting and Accountability***

- By May 1 of each program year, municipalities will be required to submit a Statement of Expenditures and Project Outcomes (SEPO) that reports on the previous year's expenditures and project outcomes on completed/fully funded projects.
- Metis Settlements must submit their SEPO by August 1 of each year.
- In terms of financial data, SEPOs will collect only information on:
  - total project cost of each project;
  - total LGFF funding applied;
  - other grant funding; and
  - interest/income earned.

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### ***Outcome Reporting/Performance Measures***

- Local governments will be required to provide project outcomes reporting by providing information on the resulting capital assets (immediate outcomes) and some additional data to inform intermediate and ultimate outcomes to help demonstrate that the program is meeting its objective. This will be done through the SEPO.
- Program performance indicators will be aligned with the ultimate outcomes. The ultimate outcomes are:
  - increased economic activity in Alberta municipalities and Metis Settlements;
  - increased livability of Alberta municipalities and Metis Settlements; and
  - increased resilience of municipalities and Metis Settlements in response and adaptation to the effects of disasters, extreme weather events, and changing local conditions.

### ***Flexibility***

- Local governments have significant flexibility to:
  - save LGFF funding for multiple years (subject to limitations outlined in the LGFF agreement) to apply it to larger projects;
  - stack LGFF funding with any remaining MSI funding and funding from other grant programs (if permitted by those programs); and
  - withdraw and replace projects.
- Local governments will have the allocation year plus five years to carryforward funds (six years in total), and any unspent amount will be reduced from future LGFF allocations.

### ***Infrastructure Management Indicators***

- Local governments that trigger a set of infrastructure measures will, in some cases, have targeted project eligibility restrictions placed on them to ensure LGFF funds are committed and spent only on core infrastructure projects.
  - Municipal Affairs will work with those impacted local governments to confirm there are no extenuating reasons for triggering those measures, ensuring that only local governments with challenges managing their infrastructure will have the restrictions placed upon them.
- Local governments at risk of triggering these measures will be warned of potential LGFF application eligibility restrictions prior to any restrictions being placed on them.
- The measures that will trigger the restrictions are:
  - investment in infrastructure ratio; and
  - capital grants as a percentage of investment in infrastructure.

### **Transitional Considerations**

- Unspent MSI Capital funding at the end of 2023 will not be carried over to LGFF and will continue to be administered in the current MSI Online system until MSI has been fully expended. It will continue to follow the existing MSI capital guidelines and funding agreements.
- The time limit to spend MSI funding will be strictly enforced. Local governments will be required to return any unspent funding to the Government of Alberta.
- It will be critical that the 2023 MSI Capital Statements of Funding and Expenditures and Financial Statements are received by Municipal Affairs by May 1, 2024, to facilitate the wrap-up of MSI and a smooth and efficient transition to LGFF.

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Changes under LGFF Compared to MSI

Category	MSI	LGFF
Program Objective	Focused on managing growth pressures.	Focused on resiliency, livability of local communities, and supporting economic growth.
Project Eligibility	Land Purchases	Land purchases are eligible, provided an asset is built on the land within five years for Calgary and Edmonton when constructing a transportation utility corridor).
	Interest on Borrowing	Interest on borrowing for LGFF-funded projects is only eligible for the cities of Calgary and Edmonton.
	Broadband and Software	Broadband infrastructure eligibility is expanded to include infrastructure where the local government maintains at least 51 per cent ownership. Software eligibility is expanded to include some software licensing.
Project Applications	Métis Harvesting Trails	Métis harvesting trails are eligible for Metis Settlements.
	Minimum Application Amount	10 per cent of the current year allocation, or \$5 million, whichever is lower.
Project Amendments	Local governments are allowed to submit multiple project applications to the Minister.	Streamlined requirements, allowing local governments to submit multiple projects under the same application, provided the projects are under the same functional category. Projects that fall under different related categories in a system can also be submitted under one application (e.g., roads, water lines, wastewater lines, and storm water).
	Changes in project details, including scope and cash flow changes, require a project amendment.	Elimination of amendment process to reduce red tape. Cash flow updates can be provided to the department through a separate streamlined financial update process or reported as actual costs on the financial report (those with significant increases in LGFF funding committed will receive greater scrutiny by the department). Major



Category	MSI	LGFF
		changes to the scope, location changes, or category of projects where no funding has been expended requires withdrawal of the project and initiation of a new application.
Financial Reporting and Accountability	Detailed Statements of Funding and Expenditures.	Financial information collected in Statement of Expenditures and Program Outcomes (SEPO) is simplified to collect only information on total cost of each project, total LGFF funding applied, and other grant funding.
Project Outcomes Reporting	Outcomes were developed but data on them was not collected apart from financial reporting.	Outcomes have been developed. Indicators will be aligned with program outcomes. Local governments will report this information through the SEPO.
Payments	Payments are triggered after payment conditions are met.	Payments are triggered once payment conditions are met, only for local governments with no more than one year's allocations being carried forward. Those with more than one year will be required to notify the department if they need the payment.
Infrastructure Management Challenges	No spending restrictions for communities with infrastructure management challenges.	Local governments triggering flags on a suite of indicators will be warned about potential LGFF spending restrictions. If flags persist one year later, the local government will be restricted to committing LGFF funding to core infrastructure only.





AR113125

December 15, 2023

Dear Chief Administrative Officers:

**Subject: LOCAL GOVERNMENT FISCAL FRAMEWORK PROGRAM**

In follow up to today's letter from the Honourable Ric McIver, Minister of Municipal Affairs, to your Chief Elected Official, I am pleased to provide you with a summary of key information on the Local Government Fiscal Framework (LGFF) program. In addition, I strongly encourage you and your staff to review the attached program summary and to access the program guidelines and other resources available on the program website ([www.alberta.ca/local-government-fiscal-framework-capital-funding](http://www.alberta.ca/local-government-fiscal-framework-capital-funding)).

**LGFF Program Overview**

The LGFF replaces the Municipal Sustainability Initiative (MSI) in 2024 as Alberta's primary funding mechanism for local governments. The LGFF has two components, a legislated capital funding component and an operating funding component, which is not legislated.

All local governments (municipalities, Metis Settlements, and the Townsite of Redwood Meadows) are eligible for capital funding, with the exception of improvement districts with no resident population. Operating funding is available to all local governments other than the cities of Calgary and Edmonton.

The LGFF capital program is designed to give local governments the flexibility to focus on local priorities within program rules and is largely similar to the current MSI capital program. A high-level overview of the LGFF capital component is provided in the attached Program Summary. Key changes include a greater focus on measuring program outcomes and infrastructure management indicators that are used to help ensure capital spending keeps pace with local needs. For detailed information on the program, please refer to the LGFF Capital Program Guidelines available on the program website.

The operating component of the LGFF will be administered in the same way as the MSI operating program. The LGFF operating program guidelines will be released in 2024 and will be very similar to the current MSI operating program guidelines.

**LGFF Funding Allocation Formula**

LGFF capital component funding will be distributed between communities using a new allocation formula. Capital funding for the cities of Calgary and Edmonton is allocated 48 per cent based on population, 48 per cent based on education property tax requisitions, and four per cent based on length of local roads. Capital funding for the remaining local governments is allocated 65 per cent based on population, 15 per cent based on tangible capital assets, 10 per cent based on amortization of tangible capital assets, and 10 per cent based on length of local roads.

In addition, all remaining local governments receive base funding, and those with a population less than 10,000 and a limited local assessment base receive needs-based funding on top of their regular allocation. Base funding is set at \$150,000, except for summer villages, whose base funding is set at \$60,000. The needs-based funding envelope is set at three per cent of total funding and is distributed to local governments based on equalized assessment.

As information for the factors used in the LGFF capital allocation formula is derived largely from the Financial Information Returns submitted to Municipal Affairs, it is of utmost importance that local governments submit high-quality and accurate data in a timely manner, as this data directly affects the funding amounts.

Additional information on the formula, including data sources, is available in the Funding Formula Information Sheet available on the program website.

Based on *Budget 2023* targets, LGFF operating funding will remain at \$60 million per year, subject to confirmation and approval as part of Budget 2024. To provide stability for local governments, 2024 LGFF operating allocations will remain at the same level as operating funding amounts allocated under the MSI in 2023.

LGFF capital allocations for 2024 and 2025 and estimated operating allocations for 2024 for all local governments are available on the program website to help local governments plan their capital projects.

#### **Online Grant System**

Local governments will be required to submit all LGFF capital documentation, including capital applications and year-end reporting, through a new online grants system, "LGFF Capital", which will be launched in spring 2024. The application process will be streamlined, and local governments will be able to submit multiple projects in the same application, if they are in the same functional category or if they are part of the same system.

As with MSI operating, applications are not required to receive LGFF operating funding. For year-end reporting on operating funding, the existing portal, "MSI Online" (MSIO), will continue to be used.

#### **Payment of 2024 Funds**

Payment of LGFF capital and operating allocations will commence between April and June 2024. To receive 2024 capital and operating funds, local governments must submit reporting on 2023 MSI funding and enter into new LGFF capital and operating funding agreements with the province. These agreements will be sent out in early 2024.

In addition, to be eligible for payment of 2024 LGFF capital funds, local governments must have sufficient applications committing their 2024 LGFF funding, and their MSI capital carry-forward funding at the end of 2023 cannot exceed the 2024 LGFF capital allocation. For example, if a local government's 2024 LGFF allocation is \$250,000 and its 2023 MSI capital carry-forward amount is \$400,000, the local government will not receive its 2024 LGFF allocation unless it notifies Municipal Affairs that it needs the payment. For additional information on this process, please refer to Section 10 (Payments) of the LGFF Capital Program Guidelines.

#### **Unspent MSI Funding**

Unspent MSI funding will continue to be administered under the MSI program through the existing MSIO system until it is expended or until the five-year limit to use each year's allocation is reached. I strongly encourage all local governments to utilize their unspent MSI funds within the required time limits to avoid repayment and/or forfeiture of these funds.

Municipal Affairs program staff will be available to work closely with local government staff to assist in the implementation of the LGFF. Should you have any questions about the new program, please contact a grant advisor toll-free by dialing 310-0000, then 780-422-7125.

Municipal Affairs will also be conducting LGFF orientation webinars, and you will receive an invitation to participate. The webinars are expected to take place in January and/or February, prior to the new LGFF Capital system launch.

I recognize transitioning to the new program after the MSI has been in place for 17 years is a significant change, and I thank you for your work to facilitate this transition.

Sincerely,



Brandy Cox  
Deputy Minister

Attachment: LGFF Capital Program Summary

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Association of  
**SUMMER VILLAGES**  
OF ALBERTA

Speaking Notes – Summer Village issues with LGFF Base Funding

Given all of the following points, it is hard to understand how Base funding as it is structured under the LGFF or the previous MSI formulas can be seen as fair and equitable for Summer Villages. **Summer Villages have seen a 5 percent reduction in Base funding under LGFF and only receive 40 percent of what other municipalities receive.**

Background on Summer Villages

- There are 51 Summer Village municipalities in Alberta,
- **Summer Villages have changed.** That change is driving new demands and needs for infrastructure that is similar to all urban municipalities.
- There are approximately **6000 permanent full-time year-round residents living in Summer Villages.** This permanent year-round population is **equal to the total combined population of the 31 smallest Villages.** Those Villages get 2.5 times more LGFF Base funding than Summer Villages.
- Today, 33 percent of the Summer Villages are larger than the average regular Village and 85 percent are larger than the smallest regular Village (based on the number of residences/dwellings). The largest Summer Village is larger than 90 percent of regular Villages.
- **The term “Summer Village” is a misnomer.** Summer Villages are no longer just seasonal communities. **They are now vibrant year-round communities** that have grown as fast and faster than many of the larger municipalities in Alberta. Based on full-time year-round residents living in Summer Villages, **50% of Summer Villages have grown faster than the average mid-sized city and 25% have grown faster than the top three fastest growing cities in Alberta** (Cochrane, Airdrie, Beaumont).
- That **growth has resulted in demands for more year-round urban type infrastructure** such as roads and bridges, water and wastewater systems, recreational facilities, stormwater drainage systems, municipal buildings and Broadband. **Without sufficient LGFF Base funding, Summer Villages will not meet the demands or needs of their residents.**
- 50 percent of SV could become a Village if they had a similar small urban (<5000) population density (2.22 per residence)
- The ASVA advocacy efforts related to MSI funding for Summer Villages began in 2016 when the members passed a resolution urging the Alberta Government to increase base level funding for Summer Villages to \$120K from \$60K.
- Over the last five years the ASVA has met with various Ministers, MLAs, and Municipal Affairs staff to share how Summer Villages have changed and how that change is driving new demands and needs for infrastructure that is similar to all urban municipalities.



Association of  
**SUMMER VILLAGES**  
OF ALBERTA

**LGFF Base Funding**

- On average, **Base funding provides 80% of the total LGFF funding for Summer Villages** and why it is so important that Summer Villages are treated fairly
- **Under the new LGFF program**, all municipalities were given \$150,000 Base funding except **Summer Villages were only given \$60,000 Base funding**.
- While all other municipalities received a 36 percent increase in Base funding, the **Summer Villages saw a 5 percent decrease in their Base funding**.
- Under the **MSI / BMTG program** (The previous funding formula), Base funding for Summer Villages was \$63,000 and **57 percent of what all other municipalities received**.
- Under the new **LGFF program**, Summer Villages receive \$60,000 and only **40 percent of what all other municipalities receive. This is a step backwards!**
- **Overall LGFF allocation to Summer Villages** is 3% less compared to the average of the last 6 years. **45% of SV will have a reduction in total funding** compared to that same time period with some seeing a reduction as high as 28 percent.
- The LGFF Capital Funding Allocation Formula Fact Sheet stated that, "The **LGFF allocation formula** for other non-charter local governments is a **fair and equitable distribution of funding**, in recognition of the varying needs of different local governments. The formula is aimed at supporting all types of local governments, ranging from small summer villages to large cities, urban communities with rapidly growing populations...". **This statement is false for Summer Villages.**
- The LGFF Capital Funding Allocation Formula Fact Sheet stated that, "The base amount was **set at a lower level for summer villages** because they generally tend to provide fewer year-round services and have less infrastructure than similarly-sized villages." **This sentence fails to recognize how Summer Villages have changed and does not reflect the current situation.**
- When **comparing smaller Villages to larger Summer Villages**, the ASVA found that **the two groups are similar in the factors that drive LGFF allocations**. Each group has similar amounts of TCA, TCA Amortization expense, and length of Roads. What is different is that the larger Summer Villages tend to have double the population of those smaller, regular Villages. More importantly, **what is different is that these Summer Villages receive \$90,000 less in Base funding** (2.5 times less) even though they are growing faster, have more people to provide services to, and have similar amounts of assets to manage and maintain.
- Having a Base fund for Summer Villages that is so significantly less than regular Villages is **unfair and may impact the viability of Summer Villages**.
- **The title Summer Village no longer reflects the nature of these municipalities**. While Summer Villages are fiercely proud of their history, independence and title, perhaps a title change would act as a catalyst to shift other people's perceptions of Summer Villages.