

# SUMMER VILLAGE OF NAKAMUN PARK

## AGENDA

Wednesday June 19<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:
  - a) Land Acknowledgement:

*The Summer Village of Nakamun Park acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these land for centuries, and where wrongs have been done, we dedicate our efforts to moving forward in a renewed spirit of reconciliation and collaboration with our indigenous stakeholders, friends, and neighbours so that the mistakes of the past are never repeated in the future.*
2. Agenda:
  - a) Wednesday June 19<sup>th</sup>, 2024 Regular Council Meeting Agenda
3. Minutes: (3-11)  
(12-15)
  - a) Thursday May 16<sup>th</sup>, 2024 Organizational Meeting Minutes
  - b) Thursday May 16<sup>th</sup>, 2024 Regular Meeting Minutes
4. Appointment:
  - a) N/A
5. Bylaws/Policies:
  - a) N/A
  - b)
6. Business: (16-17)  
(18-20)  
(21-33)  
(34-40)  
(41-42)  
(43-44)  
(45-46)
  - a) ABMunis Power Plus Option, Revised – RFD 2024-27 is attached for background and consideration.
  - b) Taxservice, 2024 Public Auction (Tax Recovery) - RFD2024-28 is attached for reference and direction.
  - c) Local Government Fiscal Framework, Agreements – RFD 2024-29 is attached for consideration.
  - d) ABmunis Insurance Coverage Options, Council and Volunteers – RFD 2024-30 is attached for background and additional information.
  - e) Public Lands Volunteer Maintenance Committee – RFD 2024-31 is attached for discussion and direction.
  - f) ASVA 2024 Conference – RFD 2024-32 is attached for consideration.
  - g) Fire Services Negotiations/Next Steps – RFD 2024-33 is attached for consideration and direction.
  - 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. PW Summer Labour Interviews
    - b. Fire and Kassian Way Signs
    - c. Enforcement Matter Updates
    - d. Theft of Rocks from Boat Launch
    - e. Unauthorized Access off Nakamun Drive
    - f. Reserve Clean-Up Progress
10. Information and Correspondence
  - (47-51) a) Government of Alberta, Municipal Affairs – May 24<sup>th</sup>, 2024 Letter from Minister McIver on Bill 20.
  - (52-53) b) Government of Alberta, Municipal Affairs – May 21<sup>st</sup>, 2024 letter confirming 2024 LGFF Allocations (pending agreement approval by SVNP).
  - (54-58) c) Government of Alberta, Emergency Management – Email from Director Lacroix regarding Emergency Management Act changes proposed by Bill 21.
  - (59-61) d) ABmunis, Budget 2024 Assessment – May 13<sup>th</sup>, 2024 Letter from President Gandam regarding the breakdown of the Province's commitment to municipalities in Budget 2024.
  - (62-64) e) Town of Mayerthorpe – CPO Reports (April 2024)
11. Closed Meeting
  - a) N/A
12. Next Meeting Date
  - a) Schedule the next regular council meeting for July 16<sup>th</sup>, 2024, or some other date/time.
13. Adjournment

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### Upcoming Meetings:

June 22<sup>nd</sup>, 2024 – SVLSACE Meeting Date

July 16<sup>th</sup>, 2024 – Regular Meeting Date (Proposed)

July 20<sup>th</sup>, 2024 – Annual Information Meeting

August 20<sup>th</sup>, 2024 – Regular Meeting Date (Proposed)

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MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

	<b>PRESENT</b>	<p>Councillor: Marge Hanssen Councillor: Keith Pederson Councillor: Robert (Bob) Charter</p> <p>Administration: Dwight Moskalyk, Chief Administrative Officer</p> <p>Absent:</p> <p>Public Works: n/a Public at Large: n/a</p>
1.	<b>CALL TO ORDER</b>	CAO Moskalyk called the meeting to order at 2:00 p.m..
2.	<b>AGENDA</b> OG1 - 24	<p><b>MOVED</b> by Councillor Hanssen that the agenda for the Thursday May 16<sup>th</sup>, 2024 Organizational Meeting of the Summer Village of Nakamun Park be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>SWEARING IN NEW COUNCILLORS</b>	<p>CAO Moskalyk recognized the results of the byelection, whereby Robert (Bob) Charter was declared Elected by Acclamation.</p> <p>CAO Moskalyk, acknowledging the presence of Councillor-Elect Charter, administered the Councillor Oath of Office and Councilor Charter assumed the office of councillor.</p>
4.	<b>ELECTION (MAYOR)</b>  OG2 - 24	<p>CAO Moskalyk called for nominations for the office of mayor of the Summer Village of Nakamun Park;</p> <p>Councillor Hanssen nominated Councillor Pederson.</p> <p>CAO Moskalyk called for nominations for the office of mayor a second time;</p> <p>CAO Moskalyk called for nominations for the office of mayor a third time;</p> <p><b>MOVED</b> by Councillor Hanssen that nominations for the office of mayor cease.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>Keith Pederson was declared elected by acclamation to the office of mayor and took the Oath of Office and assumed the Chair.</p>
5.	<b>ELECTION (DEPUTY MAYOR)</b>	Mayor Pederson called for nominations for the office of deputy mayor of the Summer Village of Nakamun Park;

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MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

	OG3 - 24	<p>Mayor Pederson nominated Councillor Hanssen.</p> <p>Mayor Pederson called for nominations for the office of deputy mayor a second time;</p> <p>Mayor Pederson called for nominations for the office of deputy mayor a third time;</p> <p><b>MOVED</b> by Mayor Pederson that nominations for the office of deputy mayor cease.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>Marge Hanssen was declared elected by acclamation to the office of deputy mayor and took the Oath of Office.</p>
6.	<p><b>APPOINTMENT OF COMMITTEE REPRESENTATIVES</b></p> <p>OG4 - 24</p>	<p><b>MOVED</b> by Deputy Mayor Hanssen that the following council committee and external appointments be confirmed:</p> <ul style="list-style-type: none"> <li>a) Highway 43 East Waste Commission: Representative Councillor Charter, Alternate Mayor Pederson;</li> <li>b) Summer Village Lac. Ste. Anne County East: All of Council may attend; Voting Representative Mayor Pederson, First Alternate Voting Representative is Deputy Mayor Hanssen, Second Alternate Voting Representative is Councillor Charter;</li> <li>c) West Interlake District Regional Water Services Commission Annual General Meetings: All of Council may attend; Voting Representative Mayor Pederson, First Alternate Voting Representative is Deputy Mayor Pederson, Second Alternate Voting Representative is Councillor Charter;</li> <li>d) Recreation Committee: Representative Deputy Mayor Hanssen, no Alternate Appointment;</li> <li>e) Yellowhead Regional Library: Representative Mayor Pederson, Alternate Deputy Mayor Hanssen;</li> </ul>



MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

		<p>f) Lake Sustainability Initiatives: Representative Councillor Charter, Alternate Deputy Mayor Hanssen;</p> <p>g) Policing/Community Peace Officer Initiatives: Representative Councillor Charter, Alternate Mayor Pederson;</p> <p>h) Emergency Planning and Regional Emergency Management Advisory Committee: Representative Deputy Mayor Hanssen, Alternate Mayor Pederson;</p> <p>i) Fire Services Initiatives: Representative Deputy Mayor Hanssen, Alternate Mayor Pederson;</p> <p>j) Municipal Services Package: Representative Mayor Pederson, Alternate Councillor Charter;</p> <p>k) Rural Crime Watch Committee: Representative Deputy Mayor Hanssen No Alternate Appointment.</p> <p style="text-align: right;"><b>CARRIED</b></p>
7.	<p><b>BANKING AUTHORITY</b></p> <p>OG5 - 24</p>	<p><b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the Alberta Treasury Branch (ATB Financial) as banking authority for the Summer Village of Nakamun Park.</p> <p style="text-align: right;"><b>CARRIED</b></p>
8.	<p><b>SIGNING AUTHORITY</b></p> <p>OG6 - 24</p>	<p><b>MOVED</b> by Mayor Pederson that Council confirm the signing authority on ATB account # 8989 219 543790300 to include all of council (Mayor Marge Hanssen, Deputy Mayor Keith Pederson and Councillor Robert Charter and the Chief Administrative Officer (Dwight Moskalyk), with two signatures required on all financial instruments with one signature required from any member of council one signature required from Administration (Chief Administrative Officer or Designate, if applicable).</p>

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MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

		<b>CARRIED</b>
<b>9. ADMINISTRATION, THE CAO, AND FINANCIAL OFFICER</b>		
OG7 – 24	<b>MOVED</b> by Councillor Charter that Council confirm Wildwillow Enterprises Inc. as administration services provider to the Summer Village of Nakamun Park.	<b>CARRIED</b>
OG8 – 24	<b>MOVED</b> by Councillor Charter that Council appoint and confirm Dwight Darren Moskalyk as Chief Administrative Officer for the Summer Village of Nakamun Park.	<b>CARRIED</b>
OG9 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the appointment of Heather Luthala as Financial Manager, a designated officer position for the Summer Village of Nakamun Park and authorize the designation of Heather Luthala as Online Administrator for the Online Account(s) of the municipality's Banking Institution (ATB Financial).	<b>CARRIED</b>
<b>10. OFFICE LOCATION</b>		
OG10 -24	<b>MOVED</b> by Councillor Charter that Council assign and confirm the location of the municipal office for the Summer Village of Nakamun Park as 2317 Township Road 545 in Lac Ste. Anne County, Alberta Canada.	<b>CARRIED</b>
<b>11. MEETING DATES</b>		
OG11 – 24	<b>MOVED</b> by Councillor Charter that Council confirm that the meeting date for regular council meetings be established as the third Tuesday of every month starting at 2:00 p.m., to be hosted in the municipal office board room, 2317 Township Road 545 in Lac Ste. Anne County in Alberta, Canada; and further that teleconferencing be deemed an acceptable format of holding a meeting and that any changes of a meeting date or calling of a special meeting is to be posted on the website and in the village kiosk as an appropriate form of notification.	<b>CARRIED</b>
<b>12. AUDITOR</b>		
OG12 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirms the engagement of Seniuk and Company Chartered Accountants to the appointment of municipal auditor.	<b>CARRIED</b>



MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

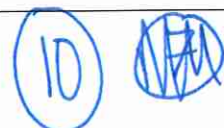
13.	<b>SOLICITOR</b>  OG13 - 24	<b>MOVED</b> by Mayor Pederson that Council confirm the engagement of Patriot Law Group (Onoway) to the appointment of municipal solicitor. <b>CARRIED</b>
14.	<b>ASSESSOR</b>  OG14 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the engagement of Municipal Assessment Services Group and the appointment of Justin Goudreau as municipal assessor, a designated officer position for the Summer Village of Nakamun Park. <b>CARRIED</b>
15.	<b>ASSESSMENT REVIEW BOARD</b>  OG15 – 24  OG16 - 24	<b>MOVED</b> by Mayor Pederson that Council confirm the engagement of Capital Regional Assessment Services Commission as Assessment Review Board services provider (Local and Composite). <b>CARRIED</b>  <b>MOVED</b> by Mayor Pederson that Assessment Review Board Panelists and Administration appointments be confirmed as; Gerryl Amorin as Assessment Review Board Clerk, a designated officer position for the Summer Village of Nakamun Park; Darlene Chartrand, Sheryl Exley, Tina Groszko, Stewart Hennig, Richard Knowles, Denis Meier, and Raymond Ralph as certified panelists; and Richard Ralph the Designated Chair of the Assessment Review Board for 2024. <b>CARRIED</b>
16.	<b>FOIPP COORDINATOR</b>  OG17 - 24	<b>MOVED</b> by Councillor Charter that Council confirm the appointment of Chief Administrative Officer Dwight Moskalyk as the Freedom of Information and Protection of Privacy (FOIPP) Coordinator for the Summer Village of Nakamun Park. <b>CARRIED</b>
17.	<b>INTEGRITY COMMISSIONER</b>  OG18 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the appointment of Victoria Message as Municipal Integrity Commissioner for the Summer Village of Nakamun Park. <b>CARRIED</b>

MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

18.	<b>LEGISLATIVE</b>  OG19 - 24     OG20 - 24	<b>MOVED</b> by Councillor Charter that Council acknowledge as received, and here now reviewed, the following notable bylaws and Policies: Bylaw 2023-8, being the duly passed Procedural Bylaw; Bylaw 2023-5, being the duly passed Councillor Code of Conduct Bylaw Policy 2018-1, being the duly passed Public Participation Policy; and, Policy C-COU-REM-1, being the duly passed Council Remuneration Policy.  <b>CARRIED</b>  <b>MOVED</b> by Councillor Charter that Council acknowledges they have received and here now reviewed Section 208 of the Municipal Government Act, specifically the list of Performance of Major Administrative Duties of the municipality.  <b>CARRIED</b>
19.	<b>DEVELOPMENT &amp; SUBDIVISION AND DEVELOPMENT APPEAL BOARD</b>  OG21 – 24    OG22 – 24    OG23 – 24    OG24 – 24	<b>MOVED</b> by Mayor Pederson that Council confirms Municipal Planning Commission consisting of all of Council, as assigned in Bylaw #2022-5 and outlined in the Land Use Bylaw, #2022-4, being in part the Development Authority for the Summer Village of Nakamun Park.  <b>CARRIED</b>  <b>MOVED</b> by Mayor Pederson that Council confirms the appointment of Tony Sonleitner as Development Officer for the Summer Village of Nakamun Park, being in part the Development Authority, as provided for under the Land Use Bylaw #2022-4, being also a designated officer position for the Summer Village of Nakamun Park.  <b>CARRIED</b>  <b>MOVED</b> by Mayor Pederson that Council confirm the engagement of Milestone Municipal Services as Subdivision and Development Appeal Board services provider and the appointment of Emily House as Subdivision and Development Appeal Board Clerk, a designated officer position for the Summer Village of Nakamun Park.  <b>CARRIED</b>  <b>MOVED</b> by Deputy Mayor Hanssen that Council appoint and confirm the following pool of individuals (as provided through agreement with the Subdivision and Development Appeal Board services provider): Denis Meier, Rainbow Williams, Don Dobing,

MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

		John Roznicki; as duly trained and active Subdivision and Development Appeal Board Members. <b>CARRIED</b>
20.	<b>PLANNING AUTHORITY</b> OG25 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the engagement of Municipal Planning Services as municipal planning services provider and the appointment of Jane Dauphinee as Planning Officer, a designated officer position for the Summer Village of Nakamun Park. <b>CARRIED</b>
21.	<b>COMMUNITY PEACE OFFICER</b> OG26 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the engagement of the Town of Mayerthorpe to provide Community Peace Office and Bylaw Services, and further confirm the appointment of Constable Gervais Kasamba as Community Peace Officer, a designated office position for the Summer Village of Nakamun Park. <b>CARRIED</b>
22.	<b>FIRE PROTECTION</b> OG27 – 24	<b>MOVED</b> by Councillor Charter that Council confirm the engagement of Onoway Regional Fire Services as Fire Protection services provider for Nakamun Park; confirm Fire Chief David Ives as Fire Chief for the Summer Village of Nakamun Park, respective of the terms of the service agreement and subsequent supplementary aid agreements; and that Lac Ste. Anne County Fire Department be acknowledged as primary mutual aid partner for fire protection purposes. <b>CARRIED</b>
23.	<b>DIRECTOR OF EMERGENCY MANAGEMENT</b> OG28 – 24  OG29 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the appointment of Jason Madge as the Municipal Director of Emergency Management for the Summer Village of Nakamun Park. <b>CARRIED</b>  <b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the appointment of Keith Pederson as Municipal Deputy Director of Emergency Management for the Summer Village of Nakamun Park. <b>CARRIED</b>



MINUTES OF THE ORGANIZATIONAL MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:00 P.M.. AT THE WILDWILLOW ADMINISTRATION OFFICE, 2317 TWP RD 545 LAC STE. ANNE COUNTY.

	OG30 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council confirm the appointment of Janice Christiansen as the Regional Director of Emergency Management for the membership of the Ste. Anne Regional Emergency Management Commission, including the Summer Village of Nakamun Park. <b>CARRIED</b>
24.	<b>WEED INSPECTOR</b>  OG31 – 24	<b>MOVED</b> by Councillor Charter that Council confirm the appointment of Jackie Gamblin as the Weed Inspector for the Summer Village of Nakamun Park, with all the powers as designated under the Alberta Weed Control Act to address noxious weed identification and abatement strategies in the community. <b>CARRIED</b>
25.	<b>ADJOURNMENT</b>	Mayor Pederson declared the meeting adjourned at 2:46 p.m.

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Mayor Keith Pederson

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Chief Administrative Officer Dwight Moskalyk



MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,  
IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:30 P.M. AT THE  
WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	<b>PRESENT</b>	<p>Mayor: Keith Pederson Deputy Mayor: Marge Hanssen Councillor: Robert Charter</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 Pederson called the meeting to order at 2:48 p.m.
2.	<b>AGENDA</b>  81 -24	<p><b>MOVED</b> by Deputy Mayor Hanssen that the agenda for the Thursday May 16<sup>th</sup>, 2024 regular meeting of council be approved as presented.</p> <p><b>CARRIED.</b></p>
3.	<b>MINUTES</b>  82 -24	<p><b>MOVED</b> by Mayor Pederson that the minutes for the Wednesday April 17<sup>th</sup>, 2024 regular meeting of council be approved with the following amendments: Motion 70-24 was "Carried Unanimously" Motion 74-24 was "Carried Unanimously".</p> <p><b>CARRIED.</b></p>
4.	<b>APPOINTMENT</b>	N/A
5.	<b>BYLAW</b>	N/A
6.	<b>BUSINESS</b>  83 - 24	<p><b>MOVED</b> by Deputy Mayor Hanssen that Council authorize administration to procure a formal proposal from ABmunis for participation in the Power Plus program, based on the discussed and proposed Option 2 and return same to Council for further consideration and direction.</p> <p><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 THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:30 P.M. AT THE  
WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

84 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council accept this discussion on the May 18 <sup>th</sup> , 2024 Ribbon Cutting Ceremony agenda and program as information, and approve the agenda for same as presented. <b>CARRIED.</b>
85 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that pursuant to Section 27 of the FOIPP Act, Council move into closed meeting at 3:04 p.m. to discuss matters related to property enforcements and prohibited use enforcements – as discussion is subject to matters of Legal Advice (Privileged Information). <b>CARRIED.</b>
Recess to Vacate	Mayor Pederson called a brief recess to allow the public to vacate the chamber;
Resume Meeting (in Closed Session)	Mayor Pederson called the meeting back to order, in closed session, at 3:05 p.m.
Participants	Participants in the Closed Session were: K. Pederson M. Hanssen R. Charter D. Moskalyk.
Recess (to open access)	Mayor Pederson called a brief recess to allow the public to reenter the chamber.
Resume Meeting	Mayor Pederson called the meeting back to order at 3:35 p.m.
86 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council return to open public meeting at 3:36 p.m. <b>CARRIED.</b>
87 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council accept the discussion regarding the enforcement options for Short Term Rentals and authorizes administration and legal counsel to proceed with a public letter to all properties in the community, an order against the two known violating properties, as well as steps required to enforce these orders if they remain noncompliant, as discussed. <b>CARRIED.</b>
88 - 24	<b>MOVED</b> by Mayor Pederson that Council accept the discussion regarding enforcement options for the subject property and authorize and direct administration to proceed with a new order and enforcement on same if the property remains noncompliant with the order, as well as initiating orders to remedy on the two other priority properties highlights by council, as discussed. <b>CARRIED.</b>

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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 THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:30 P.M. AT THE  
WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	89 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council accept the discussion on ditch sweeping and greenbelt debris removal as presented and direct administration to process as discussed with public works tasked to address clean-up where required within the course of normal business. <b>CARRIED.</b>
	90 – 24	<b>MOVED</b> by Mayor Pederson that Council accept the discussion on the next steps in the reserve rehabilitation project and authorize administration to proceed as discussed, including installing the new post and chain fence and posting the conceptual design on the website as discussed. <b>CARRIED.</b>
7.	<b>FINANCIAL</b> 91 – 24	<b>MOVED</b> by Deputy Mayor Hanssen that Council accept the April 2024 Income and Expense Reports for the Summer Village of Nakamun Park as information, as presented. <b>CARRIED.</b>
8.	<b>COUNCIL REPORTS</b> 92 - 24	<b>MOVED</b> by Mayor Pederson that Council accept the Council Reports for information, as presented. <b>CARRIED.</b>
9.	<b>ADMINISTRATION /PUBLIC WORKS REPORTS</b> 93 - 24	<b>MOVED</b> by Mayor Pederson that Council accept the Administration and Public Works reports for information, as presented. <b>CARRIED.</b>
1	<b>INFORMATION / CORRESPONDENCE</b> 94 - 24	<b>MOVED</b> by Councillor Charter that the following information and correspondence items be accepted as information:  a) Town of Mayerthorpe – CPO Reports – March 2024  b) ASVA – 2024 Spring Newsletter for membership information.  <b>CARRIED.</b>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,  
IN THE PROVINCE OF ALBERTA, HELD ON THURSDAY MAY 16<sup>th</sup>, 2024 AT 2:30 P.M. AT THE  
WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

11.	<b>CLOSED MEETING</b>	See at Business Item 6(c) and 6(d), Motions 85-24 and 86-24, above.
12.	<b>NEXT MEETING</b>  95 - 24	<b>MOVED</b> by Deputy Mayor Hanssen that the next regularly scheduled meeting be held on Wednesday June 19 <sup>th</sup> , 2024 at 2:00 p.m.  <b>CARRIED.</b>
13.	<b>ADJOURNMENT</b>	Mayor Pederson declared the meeting adjourned at 4:16 p.m.

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Mayor Keith Pederson

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



## Summer Village of Nakamun Park Request For Decision - (RFD) 2024-27

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>June 20<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>ABmunis – Power Plus Program – Price Pooling, Revised Options</b>
<b>Agenda Item Number:</b>	<b>6(a) – Regular Meeting Business</b>

### **BACKGROUND/PROPOSAL:**

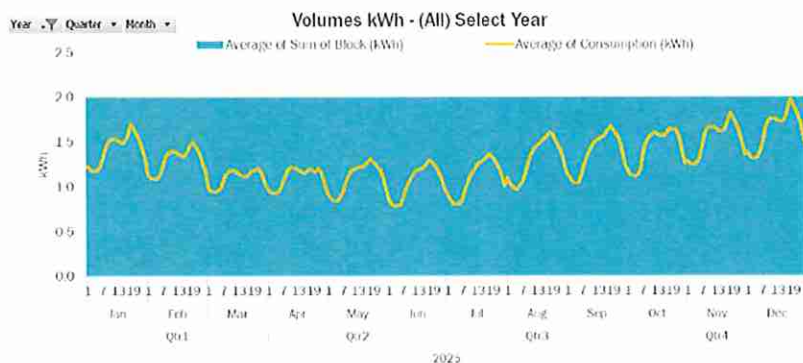
Council has been investigating joining the Power Plus program through ABmunis, which would provide pool pricing benefits to municipalities. At the May 16<sup>th</sup>, 2024 meeting, Council considered the possible options available to them, which because of the relatively small demand associated with SVNPs boiled down to Option (1) purchase a smaller block at a locked price discount and buy the balance at market rate, or Option (2) purchase a blocked higher than what we require and sell any additional back to the market, at the market rate. For a reminder, our smaller demand means that Option 1 would be a block of 1kW (about 50% less than our average daily demand) which Option 2 would be a block of 2kW (about 150% of our average daily demand).

Direction at the May 16<sup>th</sup>, 2024 meeting was to secure an agreement based on Option 2 for council's further consideration. However, as part of the process of securing that agreement, Administration has uncovered (because of the unique demand curves for SVNPs) that Option 2, with current price demand trends, does not yield the advantage we might have expected previously. As a result, I am returning this matter to Council for further consideration and to ask instead for authority to seek an Option (1) proposal.

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

Trying to condense the discussion without missing key details may be tricky, but on review this is what I am seeing:

Under Option (2), SVNPs might expect as follows...



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Under this Option, SVNPs would buy the whole blue area, and sell the area above the yellow curve back to the market at the market price. Just because of the unique nature of SVNPs demand (limited fluctuations, seasonal

SVNP RFD 2024-27

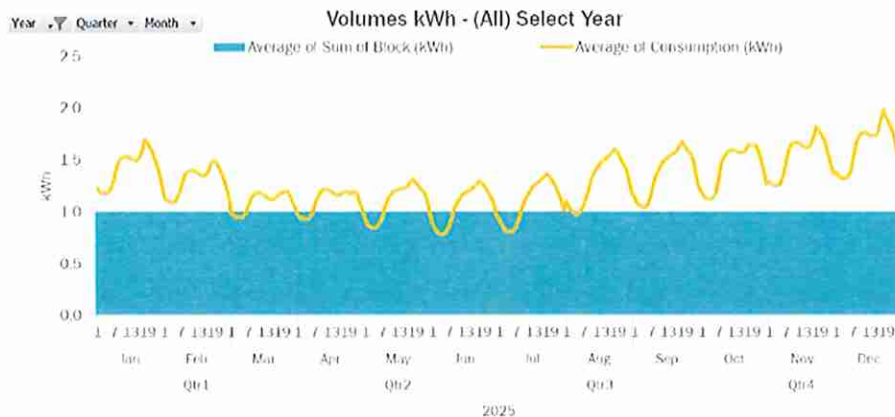
Page 1 of 2



predictability, etc.) we end up exposing something closer to 75% of our purchase back to the market, and with market trends signaling a slight decrease in prices over the next 5 years, it is more likely that we would breakeven – or even slightly lose – to the market on our resale of this 75%. Our modeling indicates a \$0.078/kWh average effective cost under Option 2 (\$4,400 annually).

Obviously, this is not a wise decision.

Under Option (1), we expect the following...



Here, we would have price security on about 65% of the annual demand required, and be left to purchase the additional demand we need at the market rate. This equates to about 35% (the area below the yellow curve, but above the blue box). So rather than having to resell 75% of our block in the market as in Option 2, in Option 1 our market exposure is 35% of our demand, which we are exposing to market price that we expect to be on the decline. Modeling for SVNP predicts an effective annual price under this Option being \$0.071/kWh – only slightly above the block price guarantee of \$0.0695/kWh – (totalling \$3,900 annually).

Taking this all into consideration Option 1 is proving to be the overall better option. In light of this, I am asking Council to rescind Motion 83-24 (May 16<sup>th</sup>, 2024 motion) and instead direct Administration to secure an agreement based on Option 1 and return same.

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

N/A

**RECOMMENDED ACTION:**

1. That Council rescind Motion 83-24, made May 16<sup>th</sup>, 2024, and thereby retract the direct to seek proposals on Power Plus from Alberta Municipalities, based on Option 2 conditions.
2. That Council authorize Administration to secure a Power Plus agreement from Alberta Municipalities based on Option 1, and return same to a future meeting for consideration.

Initials show support – Reviewed By:

CAO: *D. Moskalyk*

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## **Summer Village of Nakamun Park Request For Decision - (RFD) 2024-28**

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>June 20<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Taxservice – 2024 Public Auction (Tax Recovery) Planning Items</b>
<b>Agenda Item Number:</b>	<b>6(b) – Regular Meeting Business</b>

### **BACKGROUND/PROPOSAL:**

The municipality engages Taxservice as an agent to support administration in what can be the very delicate matter of tax recovery through property sale. Under the MGA, property that carry arrears on property taxes for a sufficient and prescribed time are required to be subject to the tax recovery process via property sale. Such sales are conducted by public auction hosted by and through the municipality. Taxservice helps ensure that the legal and process steps required in exercising this duty are met without contest by aggrieved parties.

2024 is the first year in many years where we do in fact have a property that is going to be subject to tax recovery. As such, Council needs to establish some parameters in the process so that the undertaking is compliant with the MGA.

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

Taxservice is requesting consider provide direction on the following items by June 30<sup>th</sup>, 2024, so that the public auction can happen this fall:

- 1) Establish a date and time and location for the public auction: Recommendation is a week day between Sept. 15<sup>th</sup>, 2024 and November 15<sup>th</sup>, 2024, at either 10am or 2pm, and to be hosted at the Administration Office, 2317 TWP Rd. 545 in Lac Ste. Anne County (or could do at PW Shop).
- 2) Adopt the Terms and Conditions of Sale for the 2024 Public Auction (attached)
- 3) Establish a Reserve Bid for the subject property, usually set at the Assessed Value in the most recent assessment year:
  - a. Plan 0621661 Block15 Lot 8 – Assessed Value is \$274,780 (2023)
- 4) Resolve that pursuant to 553(1)(f) of the Municipal Government Act, the addition of all tax recovery costs be added to the subject and relevant rolls as part of the tax recovery proceedings.

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

Cost for the tax recovery process are established under the Taxservice agreement (per deliverable) and these, along with administrative and other fees are eligible to be added to the tax roll and recovered under the property sale process.



**RECOMMENDED ACTION:**

1. That Council establish \_\_\_\_\_ of \_\_\_\_\_, 2024 as the date of the tax recovery public auction for 2024, to be held at 10:00am and hosted at the Summer Village of Nakamun Park Administration Office (2317 TWP Rd. 545 in Lac Ste. Anne County).
2. That Council approve the recommended Terms and Conditions for Public Auction (2024) as presented
3. That Council establish that the 2023 assessed value be used as the reserve bid price for properties subject to tax recovery in 2024, specifically that the reserve bid on property Plan 0621661 Block15 Lot 8 be set at \$274,780 (CAD).
4. That Council, pursuant to 553(1)(f) of the Municipal Government Act, authorize the addition of all tax recovery costs to the subject and relevant tax rolls of impacted properies, as part of the tax recovery proceedings.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

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## 2024 - Public Auction – Terms and Conditions

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1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.
3. The lands are being offered for sale on an “as is, where is” basis, and the municipality makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability for any intended use by the successful bidder.
4. The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
  - a. The full purchase price if it is \$10,000 or less; OR
  - b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.  
(if the certified cheque or bank draft exceeds the final purchase price, the excess will be refunded within a reasonable time)
8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

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## Summer Village of Nakamun Park Request For Decision - (RFD) 2024-29

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>June 20<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>Local Government Fiscal Framework (2024) – Agreements (Operating and Capital)</b>
<b>Agenda Item Number:</b>	<b>6(c) – Regular Meeting Business</b>

### **BACKGROUND/PROPOSAL:**

With the now complete transition to the new Local Government Fiscal Framework as the new paramount municipal grant funding mechanism in the Province of Alberta – there is some official paperwork to get done!

Attached are the two agreements related to the LGFF that need to be adopted by the municipality if we wish to receive operating (agreement 1) and capital (agreement 2) grant funding support through this program. The agreements are attached to this RFD for reference.

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

The impact – pros and cons – of the switch to LGFF have been the industry buzz for a few years now, so we will not rehash that. The end result however is that these agreements, which are prepared and offer to us (at the same terms and conditions as to all other peer municipalities) by the Minister of Municipal Affairs/Province of Alberta, are the terms we have before us. To that end, there is not much negotiating that we can do, so it is a formality to approve these agreements, but still a necessary step.

Administration has reviewed the agreements and they address all aspects we were anticipating, consistent with our understanding and expectations. Assuming Council is of a similar mind, they will need to approve the agreement and authorize execution of same.

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

There is no cost for executing the agreements, or participating in the program. LGFF provides grant funds to the municipality and our obligation is to use the funds on eligible projects, or forfeit it back to the province on expiry of the terms.

### **RECOMMENDED ACTION:**

1. That Council approve the Local Government Fiscal Framework – Operating Program Agreement (2024) as presented, and authorise execution by Mayor Pederson and CAO Moskalyk.

And

2. That Council approve the Local Government Fiscal Framework – Capital Program Agreement (2024) as presented, and authorise execution by Mayor Pederson and CAO Moskalyk.

<b>Initials show support – Reviewed By:</b>	<b>CAO: D. Moskalyk</b>
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(21)

**LOCAL GOVERNMENT FISCAL FRAMEWORK OPERATING PROGRAM**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the "**Minister**")

**AND**

**THE SUMMER VILLAGE OF NAKAMUN PARK** in the Province of Alberta  
(hereinafter called the "**Local Government**")

(Collectively, the "**Parties**," and each a "**Party**")

**WHEREAS** the Minister recognizes the benefits of providing operating funding to assist local governments in delivering municipal services to Albertans; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**WHEREAS** the Local Government and the Minister are entering into this Agreement governing the use and purpose of the grant.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

**Definitions**

1. In this Agreement,

- (a) "**Agreement**" means this grant funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (b) "**Credit Items**" has the meaning ascribed to such term in the Program Guidelines.
- (c) "**Eligible Expenditures**" means "eligible expenditures" and "eligible expenses" as described in the Program Guidelines.
- (d) "**Funding**" means any grant funds paid by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
- (e) "**Grants Regulation**" means the Ministerial Grants Regulation, Alta Reg 215/2022, as amended from time to time.
- (f) "**Program Guidelines**" means, unless the context requires otherwise, the Local Government Fiscal Framework Operating Program Guidelines or such other guidelines or directions applicable to the Local Government Fiscal Framework Operating Program as prescribed or determined by the Minister, as amended from time to time.

File No: 02335-010

- (g) **"Statement of Funding and Expenditures"** has the meaning ascribed to such term in the Program Guidelines.

#### **Funding**

2. The Minister agrees to provide Funding to the Local Government under the Local Government Fiscal Framework Operating Program, subject to the following:
- (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) funding allocations determined by the Minister as outlined in the Program Guidelines, and communicated annually to the Local Government by the Minister;
  - (c) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister prior to the Minister;
  - (d) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (e) all other terms of this Agreement and the Program Guidelines.

#### **Local Government Responsibilities**

3. The Local Government will provide to the Minister:
- (a) an annual Statement of Funding and Expenditures, including certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (b) annual financial statements; and
  - (c) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(c), consistent with such format requirements.

4. The Local Government agrees to:
- (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,
- all criteria, items, terms and conditions contained in the Program Guidelines.

#### **Termination of Agreement**

5. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
- (a) the Local Government may use any unexpended portion of the Funding which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

#### **Debt to the Crown**

6. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

### **Repayment of Funding**

7. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from any future Funding to the Local Government all or a portion of the amount owing.

### **Local Government Indemnity**

8. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.

### **Independent Status**

9. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
10. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Local Government and not of the Minister.

### **Conflicts**

11. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
12. The Local Government shall ensure that the Local Government and its officers, employees, and agents:
  - (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

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### **Freedom of Information and Protection of Privacy**

13. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta)* (FOIP). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

### **General Provisions**

14. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
15. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
16. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
- (a) Local Government Responsibilities – Clauses 3 and 4;
  - (b) Repayment of Funding – Clause 7;
  - (c) Local Government Indemnity – Clause 8;
  - (d) Freedom of Information and Protection of Privacy – Clause 13; and
  - (e) Entire Agreement – Clause 16.
18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

#### The Minister:

c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: MA.LGFFoperating@gov.ab.ca

#### Local Government:

Summer Village of Nakamun Park  
PO Box 1250  
Onoway AB T0E 1V0  
Attention: Chief Administrative Officer  
Email: cao@svnakamun.com

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.

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20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the Grants Regulation or otherwise impacts the interpretation or application of the Grants Regulation.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.

**This space left intentionally blank.**


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29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by  
the Minister of Municipal Affairs

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

#### LOCAL GOVERNMENT

Signed by a duly  
authorized representative  
of the Local Government

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

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly  
authorized representative  
of the Local Government

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

Name of Local Government:

Name of signatory:

Title:

Date:

(27)

# LOCAL GOVERNMENT FISCAL FRAMEWORK CAPITAL PROGRAM

## MEMORANDUM OF AGREEMENT

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the "**Minister**")

**AND**

**THE SUMMER VILLAGE OF NAKAMUN PARK** in the Province of Alberta  
(hereinafter called the "**Local Government**")

(Collectively, the "**Parties**," and each a "**Party**")

**WHEREAS** the *Local Government Fiscal Framework Act* establishes the framework for providing local governments with long-term and predictable funding to support the provision of infrastructure and to facilitate economic prosperity.

**WHEREAS** local infrastructure is a critical component of the local and provincial economy, increases the livability of Alberta communities, and enables resiliency and adaptation in response to changing local conditions.

**WHEREAS** under the *Local Government Fiscal Framework Act*, the Minister is authorized to enter into agreements providing for funding and respecting any matters relating to the provision of the funding.

**WHEREAS** the Local Government and the Minister are entering into this Agreement relating to the provision of the funding.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

### Definitions

1. In this Agreement,

- (a) "**Agreement**" means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (b) "**Application**" has the meaning ascribed to such term in the Program Guidelines.
- (c) "**Credit Items**" has the meaning ascribed to such term in the Program Guidelines.
- (d) "**Eligible Costs**" means eligible costs and expenses as described in the Program Guidelines.
- (e) "**Funding**" means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Costs, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
- (f) "**Local Government Fiscal Framework Act**" means the *Local Government Fiscal Framework Act*, SA 2019, c.L-21.5, as amended from time to time.

File No: 02334-010

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- (g) **"Program Guidelines"** means, unless the context requires otherwise, the *Local Government Fiscal Framework Capital Program Guidelines* or such other guidelines or directions applicable to the Local Government Fiscal Framework Capital Program as prescribed or determined by the Minister, as amended from time to time.
- (h) **"Project"** has the meaning ascribed to such term in the Program Guidelines.
- (i) **"Statement of Expenditures and Project Outcomes"** has the meaning ascribed to such term in the Program Guidelines.

#### **Funding**

- 2. The Minister agrees to provide Funding to the Local Government in accordance with and subject to the *Local Government Fiscal Framework Act*, and subject to the following:
  - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister;
  - (c) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (d) all other terms of this Agreement and the Program Guidelines.

#### **Local Government Responsibilities**

- 3. The Local Government will provide to the Minister:
  - (a) an Application for Projects;
  - (b) an annual Statement of Expenditures and Project Outcomes, that includes certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (c) annual financial statements; and
  - (d) any other information requested by the Minister in relation to this Agreement or the Funding,and where the Program Guidelines prescribe a format for any of (a)-(d), consistent with such format requirements.
- 4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,all criteria, items, terms, and conditions contained in the Program Guidelines.
- 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended in relation to the administration of the Funding or the administration of this Agreement.
- 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Project.
- 7. The Local Government agrees to allow the Minister or person authorized by the Minister access to each Project site.

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**Termination of Agreement**

8. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
- (a) the Local Government may use any unexpended portion of the Funding, which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government; and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

**Debt to the Crown**

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

**Repayment of Funding**

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

**Local Government Indemnity and Insurance**

11. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.
12. The Local Government shall ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Project and, when applicable, property insurance on an "all risk" basis covering the Project for replacement cost.

**Independent Status**

13. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
14. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister.

**Conflicts**

15. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
16. The Local Government shall ensure that the Local Government and its officers, employees and agents:

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- (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
- (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

#### **Freedom of Information and Protection of Privacy**

- 17. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) (FOIP). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected, or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

#### **General Provisions**

- 18. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
- 19. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
- 20. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
- 17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 to 7;
  - (b) Repayment of Funding – Clause 10;
  - (c) Local Government Indemnity – Clause 11;
  - (d) Freedom of Information and Protection of Privacy – Clause 17; and
  - (e) Entire Agreement – Clause 20.
- 18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

#### The Minister:

c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: MA.LGFFcapital@gov.ab.ca

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Local Government:

Summer Village of Nakamun Park  
PO Box 1250  
Onoway AB T0E 1V0  
Attention: Chief Administrative Officer  
Email: cao@svnakamun.com

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.
20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the *Local Government Fiscal Framework Act* or otherwise impacts the interpretation or application of the *Local Government Fiscal Framework Act*.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.

**This space left intentionally blank.**


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29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by  
the Minister of Municipal Affairs/

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

#### LOCAL GOVERNMENT

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
Name of signatory:  
Title:  
Date:

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## Summer Village of Nakamun Park Request For Decision - (RFD) 2024-30

<b>Meeting:</b>	<b>Regular Council</b>
<b>Meeting Date:</b>	<b>June 20<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Dwight Moskalyk, Chief Administrative Officer</b>
<b>Title:</b>	<b>ABmunis, Insurance Coverage and Benefits – Accident and Sickness Coverage (Council and Volunteers)</b>
<b>Agenda Item Number:</b>	<b>6(d) – Regular Meeting Business</b>

### **BACKGROUND/PROPOSAL:**

The municipality holds its various insurance policies through Alberta Municipalities, AMSC Services – Insurance. We review the main framework annually as part of the renewal process, but I am bringing this matter forward having had occasion to investigate this program a bit more this spring.

At the Ribbon Cutting Ceremony on May 18<sup>th</sup>, 2024, a topic of some discussion was if we could start a volunteer committee to assist with reserve clean-up and general tasks – somewhere between additional public works help for special projects and a beautification committee (more on this later in the agenda). In considering the possibility of this, I check our insurance coverage to see what we had, or might want to add, and this discussion led to further discussions on some other add-ons we might want to consider to the “Standard” municipal policy we currently have.

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

In discussions with ABmunis staff, we discussed the practicality of three “add-on” levels of insurance/benefit coverage:

- i) Off-Duty General Coverage (i.e. 24-hour coverage for Council, rather than “on-duty”) coverage – Offered in 6 tiers – A through F.
- ii) Critical Illness Coverage (Offered in three options – Plan 1 (\$5,000), Plan 2 (\$10,000), or Plan 3 (\$15,000))
- iii) Volunteer Coverage – Which is a standard flat premium rate of \$250/year for general liability coverage during municipal operations.

Adding (iii) is reasonable no matter what – and regardless of if we have a “committee” or just have ad hoc volunteers helping out with municipal activities, this gives them (and us) a bit more protection.

Adding (i) and (ii), and if so at what levels, is completely discretionary. I do think there is some merit in considering adding some coverage though. The Off-Duty coverage helps cover you in more situations, and as we know the nature of the “job” in small municipalities is sporadic in some ways – and I would hate to have council caught in a technicality – “what is on-duty times in a summer village?” The Critical Illness coverage, though not a windfall coverage by any means, is commensurate to a typical CI policy in terms of relative wage for councillors – with elections coming up, it might be a little something extra to add as an incentive to drawn in additional candidates, aside from being just a nice policy to have on the books.

Full details on the options are attached for reference.

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I asked for quotes on two options, and included all three council, seasonal labour (PW Foreman):

- 1) Plan A Off-Duty Coverage + Critical Illness (\$10,000 each) + Volunteer Coverage  
=\$642.00/year
- 2) Plan F Off-Duty Coverage + Critical Illness (\$10,000 each) + Volunteer Coverage  
=\$1,108/year.

Benefits would generally apply to those 80 years of age and under, with the exception of disability which is capped at 65 years of age.

If Council wants to proceed with these options, just the volunteer coverage, or get quotes for a different combination of options, they will need to resolve to do so by council motion.

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

The additional costs would be added to the policy and paid as part of the annual budget. If we join mid-year there would be a pro-rated cost for that initial year.

**RECOMMENDED ACTION:**

1. That Council approve \_\_\_\_\_ and authorize administration to execute the addition of these services to the municipal insurance and benefits plan effective July 1<sup>st</sup>, 2024.

**Initials show support** – Reviewed By:

**CAO: D. Moskalyk**

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## AMSC Council Coverage

This brochure provides an abbreviated description of the benefits available under the AUMA coverage provided by AMSC. For a complete description of the coverage, please refer to your municipalities specific copy of your policy.

**Eligible Participants-** Any individual of the municipality, including members of council, whom premium has been paid. All other members of the municipality, excluding full-time firefighters and police officers, may be covered if premium has been paid.

**Scope of Coverage-** On Duty Only- travel to, during and from all business activities of the municipality.  
24 Hour (Off Duty) Coverage-if selected, protects the member 24 hours a day.

The AUMA provides its members with 6 plan choices. Please refer to the plan specific to your municipality.

	Plan A	Plan B	Plan C	Plan D	Plan E	Plan F
AD&D	\$25,000	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000
Paralysis	\$50,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
Seat Belt	\$2,500	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000
Disability	\$150/wk	\$200/wk	\$250/wk	\$250/wk	\$300/wk	\$350/wk
Premium-On Duty	\$8/member/yr	\$13/member/yr	\$22/member/yr	\$28/member/yr	\$38/member/yr	\$46/member/yr
Premium-Off Duty	\$32/member/yr	\$48/member/yr	\$75/member/yr	100/member/yr	\$135/member/yr	\$165/member/yr

### DEATH BENEFITS

**Loss of Life-** Accidental Death benefits are paid when a member dies as a result of an accident.

**Spousal Loss of Life-** Accidental Death benefit of \$25,000 is paid when a member's spouse dies as a result of an accident.

**Seat Belt Benefit-** If a member dies while wearing a properly fastened seatbelt at the time of a motor vehicle accident, which caused death, 10% of the Principal Sum will be paid to the beneficiary.

**Dependent Child Education Benefit-** If a member dies of an accident, the company will pay a dependent per child/ren enrolled as a full-time student in an institute of higher learning for reasonable expenses actually incurred, subject to 5% of the Insured Persons principal sum to a maximum of \$5,000 for each year, not to exceed 4 years.

**Spousal Education Benefit-** will pay to the Insured Person's Spouse the actual cost incurred for a professional or trades training program in which such Spouse enrolls for the purpose of obtaining an independent source of support and maintenance provided such cost is incurred within 30 days of the loss subject to the maximum of \$15,000.

**Day Care Benefit-** If a member dies of an accident, the company will pay for each dependent child/ren necessary expenses actually incurred to be enrolled in a legally licensed Day Care centre on the date of death. These expenses are subject to 5% of the Insured Person's principal sum to a maximum of \$5,000 for each year, not to exceed 4 years.

**Funeral Expense Benefit-** If a member dies, the company will pay up to \$15,000 for actual expenses incurred for preparing the deceased for burial and funeral expenses subject to a maximum of \$15,000.

**Repatriation Benefit-** When loss of life occurs outside 50 kilometers, expenses will be paid for shipment of the body to the city of residence. Expenses not to exceed \$15,000.

**Identification Benefit-** If accidental loss of life occurs where the Insured Person's body needs identified by an immediate family member, we will pay for accommodations and transportation up to \$15,000.

### MEDICAL BENEFITS

**Accident Reimbursement Benefit-** Will pay up to \$15,000 for reasonable expenses listed in the policy.

**Dental Expense Benefit-** Will pay for whole and sound teeth, if within 30 days of the accident requires dental surgery and is incurred within one year from the date of the accident up to \$5,000.

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**LUMP SUM LIVING BENEFITS** (all lump sum benefits are paid in addition to medical and disability income benefits)

**Accidental Dismemberment -** A lump sum benefit will be provided to the member when a loss incurs which is indicated in the accidental dismemberment table. Hearing loss is also part of this table. See policy for breakdown of percentages. *Para, Quadra and Hemi Plegias pay 2 times the principal sum.*

**Permanent Total Disability** If an Insured Person suffers Injury causing Permanent and Total Disability, and after 12 months of total and permanent disability cannot perform at least two Activities of Daily Living without assistance from another person, for the remainder of his or her life, the Company shall pay the amount which is 100% of the Principal Sum for the Insured Person less any amounts under the Table of Losses which have been paid or which are payable by the Company for Losses of the Insured Person. The disability must be determined to be total, permanent, and irreversible and certified to be such by a licensed Physician acceptable to the Company. The Insured Person's inability to actually obtain employment is not a criteria to qualify for the Permanent and Total Disability benefit.

**Fracture and Dislocation Benefit-** Payable in addition to accident weekly disability. A minimum lump sum paid for fracture or dislocations as a result of an accident. Maximum payable is \$4,200.

### **WEEKLY INCOME**

**Total Disability-** The company will pay a weekly disability if an Insured Person becomes totally disabled as a result of an accident provided that: 1) such period of disability commences within 30 days of the accident causing such injury; 2) such disability shall be after a 15 day waiting period commencing on day 16; 3) the maximum period for which, such indemnity shall not exceed 52 weeks.

**Home Alteration & Vehicle Modification-** If an insured sustains injuries under the accidental dismemberment and is now required to be wheel chair ambulatory, this benefit will pay for the one time cost of alterations, up to \$15,000 to the members home or vehicle to make them wheel chair accessible.

**Eyeglasses, Contact Lenses and Hearing Aids Benefit-** As a result of an accident the Insured Person receives treatment by a physician which results in the purchase of eyeglasses, contact lenses or hearing aids within 365 days of the accident, when none of which were previously required or worn, the company will pay up to \$2,000 for reasonable expenses.

**Family Transportation Benefit-** In the event the Insured Person suffers loss under the table of losses, which occurs outside 100 kms from residence, the company will reimburse up to \$15,000 for the actual cost of transporting one immediate member of the family to be with the Insured Person. Member of Immediate Family means a Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted or stepchild).

**Rehabilitation Benefit-** If an insured sustains injuries under the accidental dismemberment section of the policy, the company will pay the reasonable expenses up to \$15,000 for special training provided; 1) such training is required because of injuries sustained prevent him/her to engage in their occupation; 2) expenses be incurred within 2 yrs of accident; 3) no payment shall be made for ordinary living, traveling or clothing expenses.

**Psychological Therapy-** If accidental loss occurs under the Table of Losses, other than a Loss of Life, and as a result needs Psychological Therapy within 2 years of such loss, we will pay Reasonable and Customary Expenses up to \$5,000.

## **AUMA Volunteer Coverage**

Some municipalities have basic coverage for all volunteers acting on behalf of and in conjunction with the Municipal Office and are under the age of 80. The following benefits are for those municipalities selecting this coverage.

**Accidental Death and Dismemberment-** Benefits of \$50,000 including paralysis.

**Total Disability-** Will pay \$200/wk Accident Weekly Disability (See above)

**Accident Reimbursement Benefit-** Will pay up to \$1,000 for reasonable expenses listed in the policy.

Also included in this coverage are benefits such as **Repatriation, Rehabilitation, Family Transportation and Home Alteration & Vehicle Modification.** Note: please see the above for amounts and benefit description.

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**VFIS**

# 24 Hour (Off Duty) Coverage

## Member Only Benefits

- Accidental Death & Dismemberment = Principal Sum
- Paralysis is 2 time's Principal Sum & Uniplegia is 100% of Principal Sum
- Vision Impairment
- Seat Belt is 15% of Principal Sum
- Up to \$20,000 Repatriation Benefit
- Up to \$20,000 Rehabilitation Benefit
- Up to \$5,000 Day Care Benefit (per child up to max 4 years)
- Up to \$5,000 Education Benefit (per child up to max 4 years)
- Up to \$20,000 Spousal Occupational Benefit
- Up to \$20,000 Home Alteration & Vehicle Modification Benefit
- Up to \$20,000 Family Transportation Benefit
- Up to \$5,000 Funeral Expense
- Up to \$5,000 Bereavement Benefit
- Up to \$15,000 Identification Benefit
- Up to \$10,000 Psychological Therapy
- Coma Benefit is 1% of Principal Sum paid per month (Max 100 payments)
- \$10,000 Parental Care Benefit
- Felonious Assault Benefit is 10% of AD&D Benefit
- Total Disability Benefits
  - 7 Day Waiting Period
  - Payable up to 104 Weeks
  - Non Income Earners receive \$100/wk for 13 weeks

## Family Benefits

The amount of coverage for your family depends on your family status at time of loss.

Family Status at Time of Loss	AD&D=Principal Sum
Spouse Only (no children)	60%
Child/ren Only (no spouse)	20%
Spouse & Child/ren	50% Spouse & 15% Child/ren

- Accidental Death Benefit (Amount depends on chart above)
- Accidental Dismemberment (Amount depends on chart above)
- Paralysis is 2 times the Death Benefit (Amount depends on chart above)
- \$5,000 Day Care Benefit (per child up to max 4 years)
- \$20,000 Home Alteration and Vehicle Modification
- \$20,000 Repatriation Benefit
- 15% Seat Belt Benefit
- \$5,000 Funeral Expense
- \$15,000 Identification Benefit
- \$10,000 Psychological Therapy
- \$100/wk Accident Weekly Disability for Spouse Only
  - \* 7 day waiting period payable on day 8
  - \* Payable up to 13 weeks

At VFIS, we have developed a comprehensive 24 Hour (Off Duty) package to help protect both volunteer firefighters and their families from financial hardship resulting from accidental death, dismemberment or accidental injuries that occur outside of fire department covered activities and duties.

VFIS

Suite 209 • 145 Wellington Street West

Toronto, Ontario M5J 1H8

Phone: 1-800-461-8347 • Fax: 855-558-0014

## Employee Benefits:

# Group Critical Illness



### No one is immune to illness.

Today, many people survive a critical illness that may have been fatal 30 years ago. Many Canadians will develop a critical illness, survive and live longer and thus have to deal with the reality, including the financial effects of survival.

Critical Illness (CI) Insurance is a supplemental product which can lift the burden of the financial and emotional stress associated with a critical illness so that the victim and their family can continue to lead their lives in as normal a way as possible. It is a product for the living, providing living benefits, as opposed to typical life or accident insurance plans, which provide benefits when an Insured Person dies.



# 9 / 10

Canadians have at least one risk factor for heart disease or stroke

# 95%

of Canadians who make it to the hospital after a heart attack survive

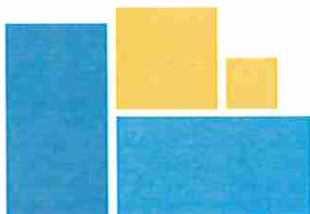
© 2017 Heart and Stroke Foundation of Canada

## Advantages of Critical Illness Coverage

- The benefit is paid to the insured person
- Benefits are tax-free under current Canadian law
- The benefit can be used at the insured's discretion
- The coverage is complementary to other group benefits
- Full recovery does not impact payment of the benefit

## Comprehensive Coverage

- 31 adult covered conditions
- 16 child covered conditions
- High Non-Evidence Maximums
- Multiple event coverage
- Early Diagnosis benefit
- Cancer recurrence benefit
- Best Doctors Second Opinion service
- Mandatory and optional plans are available



**Connect**

310.MUNI ■ [benefits@abmunis.ca](mailto:benefits@abmunis.ca) ■ [abmunis.ca](http://abmunis.ca)

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## Group Critical Illness

### 31 Adult Covered Conditions:

- Alzheimer's Disease
- Aortic Surgery
- Aplastic Anemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Coma
- Coronary Artery Bypass Surgery
- Deafness
- Dilated Cardiomyopathy
- Fulminant Viral Hepatitis
- Heart Attack
- Heart Valve Replacement
- Kidney Failure
- Life Threatening Cancer
- Liver Failure of Advanced Stage
- Loss of Independent Existence
- Loss of Limbs
- Loss of Speech
- Major Organ Failure - Waiting List
- Major Organ Transplant
- Motor Neuron Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Occupational HIV
- Paralysis
- Parkinson's Disease
- Primary Pulmonary Hypertension
- Progressive Systemic Sclerosis
- Severe Burns
- Stroke

### 16 Child Covered Conditions:

- Blindness
- Cerebral Palsy
- Coma
- Congenital Heart Disease (requiring surgery)
- Cystic Fibrosis
- Deafness
- Down Syndrome
- Life Threatening Cancer
- Loss of speech
- Major Organ Transplant
- Mental Deficiency
- Muscular Dystrophy
- Paralysis
- Severe Burns
- Spina Bifida Cystica
- Diabetes Mellitus (Type 1)

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Canadians will be  
diagnosed with cancer in  
their lifetime.

60%

will survive

© Canadian Cancer Society

### Pick from three plans:

1. \$5,000

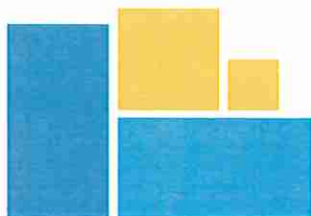
*Premiums per person \$35/year*

2. \$10,000

*Premiums per person \$70/year*

3. \$15,000

*Premiums per person \$105/year*



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310.MUNI ■ [benefits@abmunis.ca](mailto:benefits@abmunis.ca) ■ [abmunis.ca](http://abmunis.ca)

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**Summer Village of Nakamun Park**  
**P.O. Box 1250 Onoway, AB**  
**T0E 1V0**

### **Request For Decision - (RFD) 2024-31**

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>June 19<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Administration</b>
<b>Title:</b>	<b>Volunteer Reserve Task Force – Discussion Item</b>
<b>Agenda Item #:</b>	<b>6(e) – Business</b>

#### **BACKGROUND/PROPOSAL:**

During the May 18<sup>th</sup>, 2024, Ribbon Cutting Ceremony presentations, more specifically during the round table on the reserve clean-up projects, we fielded several questions about forming a volunteer corps or sorts to assist with reserve clean-up projects. In particular, the thought was to have volunteers assist with the felling and bucking of trees not deemed to be in a dangerous or compromising position to staff, public, or private property. For example, 4004 Hill Crest, or the area behind the mailboxes, etc.

Other communities and organizations have similar volunteer groups, for any variety of tasks – to event planning, Beautification, “spring clean-up crews” - so this is certainly achievable. However, there are a few steps to making it practical and effective, safe and structured. Pending Council consideration on a few matters, administration can undertake the implementation of such a program in Summer Village of Nakamun Park.

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

There are two major considerations at this point (and a few secondary ones to note as well):

- 1) **Liability Considerations:** Volunteers are generally provided for under that Act (Division 2, Section 535) wherein volunteers (acting under the direction of a municipality) are absolved of liability from damages arising from acts of good faith and under the scope of work assigned by the municipality. This essentially equates volunteers to employees, and as such our insurance provider has options for volunteer coverage (note discussion from RFD 2024-30, earlier in the agenda). So, assuming Council is okay with adding the prescribed coverage (Volunteer Coverage), we can go on in the discussion...
- 2) **Scope of Work:** As Council can act by resolution or bylaw, the normal tact for creating such a volunteer force is actually most similar to passing a bylaw establishing a committee of council (this Beautification Committee, or Recreation Committee). This Bylaw then sets how volunteers are sought/recruited, what authority they have (how/when they are engaged), what work they can do, and in what areas they can work, any provisions or restrictions noted. For example, you might restrict work to municipal lands (X, Y and Z, excluding A, B and C) to remove dead trees and underbrush, during the summer months, subject to any appropriate training/certification the municipal deems appropriate. Assigning the scope is important because it draws a clear line as to liability (covered while under direction of municipality).

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**Summer Village of Nakamun Park**  
**P.O. Box 1250 Onoway, AB**  
**T0E 1V0**

If Council is agreeable to such an operation, administration would have to draft up a bylaw (with help from legal counsel). In doing so we would also need (now or later) some direction from Council in terms of:

- a) How we recruit volunteers (how often, by what channels?)
- b) What scope of work is reasonable (what tasks, and what areas, any restrictions?)
- c) What types of certifications/training level would we expect? (we can have FRI do a training course for chainsaw safety for example)
- d) Do we supply safety equipment, or are they responsible to provide own?
- e) How do we engage the group for a task, do we appoint a "Chair" or group leader to coordinate work-bees, ensure safety and volunteer credentials, liaison back to council on program/budget/recommendations?
- f) Compensation and gratuities, thank yous and recognition
- g) Role of Council/administration/public works in the planning and execution phases.

At this point, looking for general discussion on this concept. Do we want to proceed or not, and if we do get authority to bring back a bylaw and program scope for consideration.

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

We would need to provide a bit of additional room in the budget, building off the transitional Recreation and Parks budget for tree removal, to account for fuel, any other approved expenses, honoraria, compensation, equipment, as per council discussion – but it would likely be a net reduction overall in terms of average annual tree removal cost. If work scope was coordinated with capital projects we could coordinate and cover costs therein to save a bit.

**RECOMMENDED ACTION:**

- a. That Council authorize the creation of a volunteer reserve and public lands maintenance committee, and direct administration to prepare a recommendation for committee bylaw and scope of work program as discussed, for Council's consideration.

**Initials show support – Reviewed By:**

**Manager: Dwight Moskalyk**

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**Summer Village of Nakamun Park  
P.O. Box 1250 Onoway, AB  
T0E 1V0**

**Request For Decision - (RFD) 2024-32**

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>June 19<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Administration</b>
<b>Title:</b>	<b>ASVA Conference 2024 – October 17<sup>th</sup> and 18<sup>th</sup> 2024</b>
<b>Agenda Item #:</b>	<b>6(f) – Business</b>

**BACKGROUND/PROPOSAL:**

The Association of Summer Villages of Alberta (ASVA) is the peer organization for summer villages in Alberta. They are hosting their annual Conference and AGM on October 17/18 in Edmonton (note new location) and registration is now open for same.

Council typically sends representation to the event and it is a great mix of networking with industry stakeholders, and other municipalities, and information gathering on trending municipal matters (issues, solutions, innovations).

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

The "Save - the – Date" invitation for the 2024 event is attached for reference. Additional details can found on the ASVA website.

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

The costs to attend this event are factored into the annual operating budget, under Council Honorariums, Meeting Fees and Expenses. Administration usually sends some representation from our team, in rotation, with the cost prorated back to member municipalities.

**RECOMMENDED ACTION:**

- a. That Council authorize the attendance of Council and Administration at the 2024 Associations of Summer Village of Alberta Annual Conference and Annual General Meeting on October 17<sup>th</sup> and 18<sup>th</sup> in Edmonton Alberta, including a single extra supper ticket for spouses at the conference banquet.

<b>Initials show support – Reviewed By:</b>	<b>Manager: Dwight Moskalyk</b>
---	---------------------------------

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**SAVE - THE - DATE**  
**October 17 & 18, 2024**  
**Thursday & Friday**

**VENUE**

**Sandman Signature  
Sherwood Park Hotel**  
**901 Pembina Road, Sherwood Park, Alberta,  
T8H 0Y7**

To book accommodations, ask for the ASVA

**Group Booking Rate**

**Phone: 780-467-7263**

**King Guestroom \$ 129**

**Standard 2 Queen Guestroom \$139**

**Prices per room per night, plus tax &  
Eco Fees**

**CONFERENCE REGISTRATION**

**FEE: \$349**

Cancellations must be in writing via email to  
[execdirector@asva.ca](mailto:execdirector@asva.ca) before September 15, 2024, for a  
full refund, less \$50 administration fee.

**Online Conference Registration Opens  
May 01, 2024. Watch for Updates.**

**Conference Registration Deadline  
September 30, 2024**

This in person event will feature engaging  
sessions, networking opportunities, and  
more. Don't miss out on this chance to  
learn, connect, and grow with fellow  
professionals. Let's navigate these  
challenges together and come out  
stronger than ever!



Association of  
**SUMMER VILLAGES**  
OF ALBERTA  
[www.asva.ca](http://www.asva.ca)

**ASVA'S 66<sup>th</sup> ANNUAL  
CONFERENCE & AGM**  
**2024**

**"Navigating the  
Challenges Together"**



**IT'S ALL ABOUT REGIONAL COLLABORATION**

**A DRAFT CONFERENCE PROGRAM WILL BE SENT  
TO THE MEMBERSHIP WHEN SPEAKERS ARE  
CONFIRMED and POSTED ON THE ASVA WEBSITE...**

**(Speakers are Subject To Change Without Notice)**

**October 17<sup>th</sup> Banquet Venue**

- **Cocktails (Cash Bar)**
- **Hot Buffet Dinner**
- **Award Presentations**
- **Entertainment**
- **Silent Auction**



Please contact ASVA Executive Director Kathy Krawchuk if you have  
any questions at [execdirector@asva.ca](mailto:execdirector@asva.ca).

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**Summer Village of Nakamun Park  
P.O. Box 1250 Onoway, AB  
T0E 1V0**

**Request For Decision - (RFD) 2024-33**

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>June 19<sup>th</sup>, 2024</b>
<b>Originated By:</b>	<b>Administration</b>
<b>Title:</b>	<b>Fire Services – Renewal of Service – Negotiation Matters</b>
<b>Agenda Item #:</b>	<b>6(g) – Business</b>

**BACKGROUND/PROPOSAL:**

As discussed previously, the Fire Services framework is in a bit of a transition phase. With the Town of Onoway backing out of the framework, the remaining partners has been scrambling to get a new framework negotiated (amongst themselves, and with the service provider) ahead of the March 7<sup>th</sup>, 2025 transition date.

Deputy Mayor Hanssen and CAO Moskalyk attended the most recent Fire Partnership Meeting (May 28<sup>th</sup>, 2024) to participate in the discussion to date, including the impact assessment and cost assessment of retaining a regional framework in the absence of some of the original partners (Onoway and Yellowstone).

Coming from that meeting there was a general agreement that the regional framework remains viable, though with a bite of cost bump for participating members. As such, it was requested that – in order for the group to continue with negotiations and next steps – each member council give their endorsement of a few key components in the current proposal.

A copy of the report (Impact Assessment and Cost Analysis) will be available at the meeting for reference.

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

- 1) Approve in Principal continuing with the regional partnership, serviced by Fire Rescue International, after the March 7<sup>th</sup>, 2025 termination date of the existing contract, subject to costs same or similar to those presented on May 28<sup>th</sup>, 2024 (in the impact assessment report), based on 8 members.
- 2) Endorse a service agreement based on a 5 (or 10) year term, beginning in 2026, or earlier if feasible.
- 3) Endorse Alberta Beach having the role of Managing Partner for Insurance, Licensing, External Agreements, holding of Accounts, and Wildwillow Enterprises Inc. As administrative partner charged with governance matters and meeting coordination/agendas/minutes/records management/budgeting, etc.

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**Summer Village of Nakamun Park**

**P.O. Box 1250 Onoway, AB**

**T0E 1V0**

- 4) Authorise the engagement of Patriot Law (Michelle Gallagher) to act as legal counsel in drafting partnership agreement templates.
- 5) Provide comment on "must haves" for the governance structure of the group going forward (i.e. executive committee, bylaws, terms of reference, protocols).

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

The Fire Budget currently total ~\$20,500 (8%) of the municipal budget. Under the most current proposals we might expect that cost to jump into the \$24,000 range by the start of the new contract term, including inflation. This cost is recovered in equal levy from all municipal lots and under this proposal would see a per lot cost go from ~\$120/lot to \$140/lot per year (and increase of about \$1.60/month/lot. Adjusted for standard inflation (3%.year) this would be a relative increase of about 10% over current costs.

**RECOMMENDED ACTION:**

- a. That Council approve/endorse the recommended actions listed and participate in continued negotiates for the renewed fire services regional model based on same.

**Initials show support – Reviewed By:**

**Manager: Dwight Moskalyk**

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ALBERTA  
MUNICIPAL AFFAIRS  

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*Office of the Minister  
MLA, Calgary-Hays*

May 24, 2024

Dear Chief Elected Official

As you are aware, I recently introduced Bill 20: the Municipal Affairs Statutes Amendment Act, 2024 which proposes to modify two key pieces of legislation for Alberta municipalities – the Municipal Government Act (MGA) and the Local Authorities Election Act (LAEA). The proposed legislation will help municipalities accelerate housing development, strengthen provincial oversight, and update the rules for local elections and locally elected officials.

Firstly, I want to recognize the passionate and constructive feedback I have received from the many mayors, reeves, councillors, and school board trustees across the province over the past few weeks. Your involvement and ardent commentary are a testament to your good work as public servants.

I've heard your concerns and at the May 23, 2024, Committee of the Whole, amendments to Bill 20 were tabled to further clarify the intent of this bill and ensure that locally elected municipal governments will continue to govern in response to the priorities and interests of their residents.

Bill 20 will maintain the municipal ability to govern affairs within local jurisdiction while allowing Cabinet to step in when municipal bylaw crosses into provincial jurisdiction. This will ensure that municipal councils remain focused on municipal issues that their constituents elected them to address. Cabinet's authority to intervene in municipal bylaws will be considered as a last resort; I anticipate that this power will be used very rarely, if ever. As you may know, the ability for the provincial government to repeal or amend bylaws, or dismiss councillors is not new, as municipalities receive their authority from the provincial government as laid out in Canada's Constitution and Alberta's MGA. While Bill 20 proposes to update the process for the provincial government to act more quickly in extenuating, urgent circumstances, these are not new powers.

These amendments will provide additional guardrails for when municipal bylaws can be repealed through the Cabinet process, and remove the direct ability for Cabinet to dismiss a councillor. Cabinet would retain the authority to have a vote of the electors on the potential removal of a councillor, putting this choice back into the hands of the voters.

We have also received a number of questions about some of the changes to the LAEA regarding fundraising. Bill 20 will also increase transparency in campaign financing. Under the old rules, the LAEA only regulated Third Party Advertisers (TPAs) who advertised for the promotion or opposition of a candidate during an election, with donations to such entities limited to a maximum of \$30,000 for all individuals, unions, and corporations. The proposed changes require TPAs who are interested in an issue (rather than a specific candidate) to register and report their finances. We are further proposing to restrict contributions to \$5,000, and for

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contributions to only be made by Albertans, Alberta companies, or Alberta unions. We are also proposing to further develop expense limits in the regulations.

Currently, municipal candidates are able to organize into political parties or slates without any rules around their organization. Adding rules around political parties will increase transparency for electors. Bill 20 will provide rules around enabling local candidates to identify with local political parties without direct affiliation to provincial or federal parties. I have publicly stated my intention to implement the option to include municipal political party affiliation on ballots only in the cities of Edmonton and Calgary. I will also note that any that no candidate will be required to join a political party - they will always remain voluntary and local.

I will continue to consider feedback as I bring Bill 20 through the legislative process. Alberta's government remains committed to fairness and due process and will continue working with local authorities to ensure Albertans have the effective local representation they deserve. Should the legislation pass, Municipal Affairs will be engaging with municipalities and stakeholders over the coming months to explain the changes Bill 20 will require at a local level, and develop regulations as required.

Please find enclosed the Bill 20 Fact Sheet, which can be found on the Government of Alberta website. This document offers clarifications on what Bill 20 means for municipalities and how the changes will impact municipal governments. For more information, please visit:  
[www.alberta.ca/strengthening-local-elections-and-councils](http://www.alberta.ca/strengthening-local-elections-and-councils).

Sincerely,



Ric McIver  
Minister

Attachment: Bill 20 – Fact Sheet

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# Bill 20 – *Municipal Affairs Statutes Amendment Act, 2024* (AMENDED)

The proposed *Municipal Affairs Statutes Amendment Act, 2024*, would make changes to two key pieces of municipal-related legislation: the *Local Authorities Elections Act (LAEA)* and the *Municipal Government Act (MGA)*.

- The **LAEA** establishes the framework for the conduct of elections in Alberta municipalities, school divisions, irrigation districts, and Metis Settlements.
- The **MGA** establishes the rules governing the conduct of local elected officials once on council, as well as the overall administration and operation of municipal authorities in Alberta.

On May 23, 2024, amendments were tabled to more clearly outline the authorities to dismiss a councillor and repeal a bylaw.

## Changes to local election rules under the LAEA

Proposed changes to the *LAEA* aim to add greater transparency to and trust in local election processes.

Description of Proposed Changes	Current Status
Align candidate eligibility criteria with councillor disqualification criteria in the <i>MGA</i> .	Candidates elected to council may face immediate disqualification due to misalignment with the <i>MGA</i> 's criteria.
Allow municipalities to require criminal record checks for candidates.	No provisions in place.
Allow union and corporate donations to local candidates, with the same donation limits as individual donors (\$5,000 per municipality per year).	Unions and corporations were prohibited from donating to municipal campaigns in the 2021 campaign.
Allow donations outside the local election year and require annual reporting of donations.	Donations outside of the campaign period (January 1 to December 31 in the year of a general election) were restricted to a maximum of \$5,000 per year.
Require third-party advertisers interested in plebiscites to register and report finances. Only Albertans, Alberta companies and Alberta unions can contribute to issues-based third-party advertisers, up to a maximum of \$5,000.	The <i>LAEA</i> only regulates third-party advertising for the promotion or opposition of a candidate during an election. There is no reference to issue-based advertising.
Limit donations to third party advertisers to \$5,000 per election period, which begins May 1 of the election year.	The current donation limit is \$30,000 for all individuals, unions, and corporations.
Enable regulation-making authority to define local political parties. This approach will be piloted in Calgary and Edmonton.	No provisions in place to regulate political parties at the local level.
Repeal the municipal authority to develop a voters list.	Municipalities can prepare a voters list, which must be shared with all candidates.
Require municipalities to use the most current provincial register of electors from Elections Alberta.	A permanent electors register is an internal document that assists with the conduct of an election. Municipalities can choose to develop one or not.
Expand the use of special ballots while strengthening special ballot processes.	Special ballots can only be requested for very specific reasons, including physical disability, absence from the municipality, or for municipal election workers.
Limit vouching to the ability to vouch for someone's address.	An elector can vouch for an individual's age, residence, and identity.
Repeal the ability for a candidate's official agent or scrutineer to object to an elector.	Candidate's official agents or scrutineers can object to an elector; however, the elector can still vote.
Enable regulation-making authority to postpone elections in emergencies.	No provisions in place to enable the Minister to postpone an election in the event of a natural disaster.



Prohibit automated voting equipment, such as electronic tabulators.	The <i>LAEA</i> permits municipalities, by bylaw, to process ballots by automated voting equipment.
Require recounts if requested by a candidate when the margin is within 0.5 percent of total votes.	Returning officers have discretion regarding recounts.
Clarifying rules and streamlining processes for scrutineers.	Concerns have been raised that the rules for scrutineers are not clear.

## Strengthening the accountability of local councils under the *MGA*

Proposed changes to the *MGA* will help ensure local councils and elected officials are mindful of the common interests of Albertans and held to greater account by the citizens who elected them.

Description of Proposed Changes	Current Status
Require a councillor's seat to become vacant upon disqualification.	Municipal councils or electors can only remove a disqualified councillor through the courts if they refuse to vacate their seat.
Require mandatory orientation training for councillors.	Training for councillors must be offered, but there is no requirement for the councillor to attend the training.
<b>AMENDED:</b> Allow Cabinet to remove a councillor by ordering a vote of the electors to determine whether the councillor should be removed. An elector vote to remove a councillor is limited to councillors who Cabinet consider to be unwilling, unable, or refusing to do the job for which they were elected, or if Cabinet considers such a vote to be in the public interest by taking into consideration illegal or unethical behaviour by a councillor.	Minister can only remove a sitting councillor through the municipal inspection process and only under very specific circumstances.
Allow elected officials to recuse themselves for real or perceived conflicts of interest.	Elected officials can only recuse themselves for matters in which they have a financial interest.
Make the Minister responsible for validating municipal recall petitions.	A municipality's chief administrative officer is responsible for validating recall petitions.
<b>AMENDED:</b> Enable Cabinet to require a municipality to amend or repeal a bylaw given specific requirements are met that allow Cabinet to intervene (including: the bylaw exceeds the scope of the <i>MGA</i> or otherwise exceeds the authority granted to a municipality under the <i>MGA</i> or any other statute, conflicts with the <i>MGA</i> or any other statute, is contrary to provincial policy, or contravenes the Constitution of Canada.	Cabinet may only intervene with respect to a land use bylaw or statutory plan.  No provisions exist.
Give Cabinet authority to direct a municipality to take specific action to protect public health and/or safety.	
Allow the Minister to outline joint use planning agreement criteria and requirements.	All criteria for these agreements are currently in the <i>MGA</i> .
Specify that the assessed person for an electric generation system is the operator.	There is a lack of clarity regarding who should be assessed for electrical generation systems.

## Accelerating housing development under the *MGA*

Affordable and attainable housing has become one of the most urgent concerns across the country, and Alberta's government is constantly searching for innovative ways to meet this challenge, including new tools for municipalities to leverage under the *MGA*.

Description of Proposed Changes	Current Status
Require municipalities to offer digital options for public hearings on planning and development and restrict them from holding extra hearings when not required by legislation.	No requirements in place for digital options. Municipalities can hold extra hearings beyond what's legislated.

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Description of Proposed Changes	Current Status
Fully exempt non-profit subsidized affordable housing from property taxation.	No provisions in place.
Enable multi-year residential property tax incentives.	Municipalities may offer multi-year incentives for non-residential development, but not residential development.
Limit the ability of municipalities to require non-statutory studies as requirements for building and development permits.	No provisions in place.

**Next steps**

Should the legislation pass, supporting regulations would be developed through stakeholder engagement with municipalities and other partners, which is expected to take place in late spring and summer of 2024. If passed, it is anticipated that the majority of the legislation would come into force upon proclamation. Provisions that have property tax implications retain a January 1, 2025, coming into force date.

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MUNICIPAL AFFAIRS  

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*Office of the Minister  
MLA, Calgary-Hays*

AR114112

May 21, 2024

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

Dear Mayor Hanssen:

Further to the information on Local Government Fiscal Framework (LGFF) funding announced on December 15, 2023, I am pleased to provide correspondence for your record confirming the 2024 LGFF Capital and LGFF Operating allocations for your community.

For the Summer Village of Nakamun Park:

- The 2024 LGFF Capital allocation is \$70,292.
- The 2024 LGFF Operating allocation is \$15,430.

LGFF Capital is a legislated program aimed at providing local governments with substantial notice of their future infrastructure funding. As indicated on the program website, in 2025, your community will be eligible for \$72,045. Information on 2026 LGFF Capital allocations will be shared with local governments this fall, after growth in provincial revenues between 2022/23 and 2023/24 has been confirmed and applied to calculate 2026 program funding. LGFF Capital amounts will be published annually on the program website each fall.

Further information on LGFF funding for all local governments is available on the LGFF website at [www.alberta.ca/LGFF](http://www.alberta.ca/LGFF).

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The LGFF program represents the culmination of significant work between the Government of Alberta and local governments across the province, and I am pleased the program will further our partnership in building Alberta communities together. I look forward to working with your community, and every local government across Alberta, as we continue to build strong and prosperous communities together.

Sincerely,



Ric McIver  
Minister

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

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Good Morning All,

On behalf of our Managing Director, Steve Lacroix and our Strategy and System Supports team.

Today, Minister Ellis introduced *Bill 21, the Emergency Statutes Amendment Act, 2024* into the Legislature. If passed, Bill 21 would introduce significant changes to several Acts. These changes are focused on ensuring the government has the necessary tools in place to keep Albertans and their communities safe from disasters. *Bill 21* proposes amendments to the *Emergency Management Act*, the *Forest and Prairie Protection Act*, the *Water Act*, the *Elections Act*, the *Alberta Senate Election Act*, and the *Election Finances and Contributions Disclosure Act*.

The proposed amendments to the *Emergency Management Act* will provide the mechanisms to:

- Clarify and enhance the government's legislative authority to assume control and manage emergencies during a state of local emergency, and
- Require local authorities to report information specified by the Minister during an event and introduces the authority to establish regulatory powers related to standardized reporting requirements.

There are several other consequential amendments to the *Emergency Management Act* that are in *Bill 21*, but they are all required to meet the intent outlined above.

For the proposed amendments to the other pieces of legislation, I encourage you to review the draft legislation if you are interested, is it available here -

[https://docs.assembly.ab.ca/LADDAR\\_files/docs/bills/bill/legislature\\_31/session\\_1/20230530\\_bill-021.pdf](https://docs.assembly.ab.ca/LADDAR_files/docs/bills/bill/legislature_31/session_1/20230530_bill-021.pdf)

While these are significant changes, I stress that they are intended to be only accessed under limited and extreme circumstances and are intended to reinforce, not change, our relationship with our existing partners.

We are currently planning additional outreach and engagement over the coming months, that will help to inform what specific reporting requirements will be outlined as amendments to the Local Authority Emergency Management Regulation.

I encourage you to read the attached Frequently Asked Questions documents and forward any questions to [AEMA@gov.ab.ca](mailto:AEMA@gov.ab.ca).

Thank you.

Classification: Protected A

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# Emergency Management Act

## Amendments Guidance Document

### Highlights

Forthcoming amendments to the *Emergency Management Act* are intended to enhance the province's ability to support Alberta's communities by improving its ability to coordinate and respond more quickly and effectively, improve its situational awareness, and enable the province to provide the right support in the right places at the right time. Amendments will also improve transparency and increase oversight throughout the emergency management legislative framework. Upcoming amendments include:

- **New reporting requirements for local authorities.**
  - New state of local emergency (SOLE) reporting requirements, which are in addition to existing SOLE declaration reporting requirements, will include the need for local authorities to list the extraordinary powers they anticipate using, and introduces a requirement to forward a copy of a termination of a SOLE to the Minister.
  - Reporting requirements upon request from the Minister, to assist information flow and decision making, as well as further standing reporting requirements that will be created through regulation and will be developed later.
- **New ministerial authorities.**
  - To amend a SOLE declaration.
  - To cancel a SOLE by ministerial order during a provincially declared state of emergency (SOE) if required.
  - To assume control of all or some of a local response during a SOLE for up to 28 days, or 90 days during a pandemic.

### Local Authority Reporting Requirements

#### 1. Reporting to the Minister – Section 7.1 and 11.21 - The Minister may request information from a local authority

- This amendment provided in section 11.21 provides the **Minister the power to request any information** required from a local authority and authorize the Managing Director of the Alberta Emergency Management Agency (or another person) to receive reports under this section.
- Section 7.1 (c.1) introduces a new regulation-making authority, in addition to the authority to request information as outlined above.
  - Amendments to the act will help ensure information is reported consistently and in a standardized manner across the province.
  - Engagement with local authorities regarding new reporting requirements under the Local Authority Emergency Management Regulation will follow.

#### FAQ: What additional kinds of information will local authorities be required to report?

Examples of reporting requirements may include actions taken, resources utilized, status of evacuation orders or alerts, existing plans, damage reports, reports on the status of municipally operated critical infrastructure, and on the establishment and location of reception or registration centres.

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These changes acknowledge that a majority of communities voluntarily provide this information already, and that emergent information reporting is dynamic in nature and subject to change. This amendment seeks to codify this practice, with the intent of enabling the province to be better positioned to properly support a locally-led response.

**FAQ: How will the Minister request this information, and how will it be used?**

The Alberta Emergency Management Agency (AEMA), through Field Operations will continue to work closely with local authorities to facilitate completion of the required information sharing with the Provincial Emergency Coordination Centre (PECC). The PECC will continue to be the Government of Alberta's primary emergency management and information coordination centre helping to establish a common understanding of what is going on so that all stakeholders can be ready and prepared to support when required.

**2. Declaration/termination of a state of local emergency reporting – Sections 21 and 23**

- A SOLE declaration will now be required to list which section 19(1) **extraordinary powers** the local authority anticipates using.
  - This allows for ministerial oversight and increases transparency on the potential use of extraordinary powers.
    - A provision is made to ensure that local authorities have access to any powers available under 24(1)(b), regardless of whether they are noted in the SOLE declaration.
- A local authority must now **notify the Minister via the PECC when terminating a SOLE**, which was not required previously.
  - This ensures the province maintains situational awareness and closes a communication gap which previously only required local authorities to notify the minister of a declaration.

**FAQ: What changes to the current SOLE reporting practices are expected?**

These changes are expected to have minimal impact to local emergency management operations as these changes codify existing practices. Reporting of SOLE declarations and terminations will continue to be received by AEMA by email or fax to the Provincial Emergency Coordination Centre.

## Provincial Authorities

**3. The amendment or cancellation of declaration of a SOLE – Section 22**

- The Minister may **amend a SOLE**.
  - This change will provide more opportunities for provincial oversight over the access to and use of extraordinary powers.
- The Minister may **cancel a SOLE declaration during a provincial SOE**.
  - Section 22(3.2) now allows the Minister to cancel a SOLE declaration by ministerial order for the same area under a declaration of provincial State of Emergency (SOE).

**4. Assuming powers of local authority – Section 24**

- The Minister may assume control of all or a portion of a response that is conducted under a SOLE for up to 28 days (or 90 days during a pandemic) by ministerial order and may authorize the Managing Director or others, by order, to exercise this section.

(5b)

**FAQ: What are examples of circumstances in which the government would assume control of all or some aspects of a local emergency response?**

Assuming control of a local emergency response is intended to be limited in duration and in exceptional circumstances. Examples in which the province may assume some measure of control include where there is a gap in local decision making that presents clear life safety concerns for the impacted population. Examples of a potential need to take this action include situations where local decision making is incapacitated or unavailable due to the impacts of an event, or staff and elected officials are exhausted or overwhelmed. The provincial assumption of control would be an action of last resort and in extreme circumstance.

In addition, amendments to the act will allow the province to manage concurrent events simultaneously providing strategic resource allocation and better facilitating coordination with neighbouring jurisdictions and partner agencies.

**5. Compensation for damages when section 24(1.011) authorities are used.**

- This section states that a local authority is responsible to pay compensation for damages due to actions taken during a response where section 24(1.011) has been enacted, but that the Minister may, by order, pay some or all of that required compensation.

**Consequential Changes**

The following are amendments resulting from the changes above:

Section	Topic	Details regarding the change
11(a)	Municipal emergency organization	Describes the circumstances in which a local authority is NOT responsible for the direction and control of its emergency response.
17	Offence	Allows the offence provisions under the Act to apply to all instances where SOE or SOLE authorities can be used
19(3.1)	Powers of Minister in Emergency	This amendment distinguishes how compensation is treated under the <i>Emergency Management Act</i> and the <i>Forest and Prairie Protection Act</i> .
S. 19.1(2)	Compliance with an evacuation order	Reflects the new ministerial authority to assume control of a local response. This notes that persons acting under the Ministers (or delegates) direction are exempt from complying with an evacuation order to carry out an emergency response during a SOLE and the Minister must have a plan for the safety of the individuals remaining in the area of the evacuation order.
S. 27	Liability Protections – Minister	Provides the same level and type of liability protection to the Minister for actions taken under a SOLE as under a provincial SOE.

**IN FORCE DATES**

- These changes will come into force upon Royal Assent in anticipation of the 2024 hazard season.

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## ADDITIONAL FREQUENTLY ASKED QUESTIONS

### **How will the proposed changes affect the responsibilities of local authorities during emergencies?**

Alberta will continue to operate under a decentralized emergency management system. Local authorities will continue to maintain their primary responsibility for managing all phases of emergency management (preparedness/prevention, mitigation, response, and recovery) for all hazards within their jurisdiction. These changes do not seek to change existing roles and responsibilities. Instead, the changes seek to provide the Government of Alberta with more tools and options to better tailor and focus supports to local authorities during significant emergency response efforts.

### **How will the changes impact the authority and autonomy of Metis Settlements and First Nations?**

The Government of Alberta recognizes and respects the right to self-governance and self-determination of First Nations communities. Therefore, the proposed changes seek to minimally affect or impact the authority or autonomy of First Nations.

The Act currently anticipates its application to Metis Settlements as they are local authorities under the *Emergency Management Act*, and would apply to First Nations only where those Nations enter into agreements that consent to the Act's application and treatment of First Nations as local authorities. There are currently no agreements in place that allow First Nations to be recognized as local authorities under the *Emergency Management Act*.

### **Will there be any changes to how local authorities communicate and collaborate with the Alberta Emergency Management Agency, inside and outside of an emergency response?**

Local authorities are encouraged to maintain positive and proactive communications with their Regional or First Nations Field Officer to ensure there is an open and transparent flow of information between local authorities and the Alberta Emergency Management Agency. The primary liaison with local authorities for the Alberta Emergency Management Agency is the Regional or First Nations Field Officer, who will be able to provide guidance and support with respect to reporting during an emergency.

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May 13, 2024

Honourable Danielle Smith, ECA  
Premier and Minister of Intergovernmental Relations  
307 Legislature Building  
10800 97 Avenue  
Edmonton, Alberta T5K 2B6

Dear Premier Smith:

Thank you for attending and speaking at Alberta Municipalities' Spring 2024 Municipal Leaders' Caucus in Edmonton on March 15, 2024. We sincerely appreciated you were willing to take questions from audience members and even extend your time to converse on matters that are important to municipal leaders.

During your address to the audience, you stated that the Government of Alberta will provide \$3.6 billion in capital funding support to municipal governments in 2024 consisting of:

- \$2.23 billion in municipal infrastructure support,
- \$577 million in capital maintenance and support,
- \$708 million in roads and bridges, and
- \$95 million in additional projects.

During that same speech you promoted that this funding support represents \$900 million more in funding than what the Government of Alberta will requisition from municipalities in 2024 through provincial property taxes.

Following the event, several of our members contacted our association seeking clarity on the figures. Based on our findings, we wanted to bring to your attention that only 48 per cent of that \$3.6 billion expenditure represents provincial funding for municipal governments. In the enclosure to this letter, we breakdown the numbers which involves:

Provincial Funding for Municipalities (\$ millions)	
Provincial funding programs for municipalities (\$722 million in Local Government Fiscal Framework Capital funding and \$188 million through competitive application programs).	910
Provincial funding for one-off municipal projects (not part of a formal funding program).	819
	<b>\$1,729</b>
Federal Funding for Municipalities & Provincial Expense on Provincial Infrastructure	
Funding from the Government of Canada that flows through the Government of Alberta to municipalities.	764
Provincial expenditures on provincially-owned highways and bridges, which are unrelated to the scope of municipal government operations.	1,116
	<b>\$1,880</b>
<b>Total Quoted Expenditure</b>	<b>\$3,609</b>

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With \$1.88 billion of the \$3.61 billion consisting of a combination of federal funding for municipalities and provincial spending on provincial infrastructure, this means that only \$1.73 billion is the total provincial capital funding contribution to municipal governments in 2024. This highlights how total capital funding from the province is actually \$1 billion less than the \$2.7 billion that the Government of Alberta will requisition from municipalities this year. This demonstrates another reason that the starting amount of the Local Government Fiscal Framework Capital funding should have been set at \$1.7 billion instead of \$722 million.

#### **Review of the Provincial Property Tax System**

We share this information to bring clarity to the clear inequity between funding to municipalities and provincial property taxes that are requisitioned from municipalities. This is why we applaud that your mandate letter to the Honourable Ric McIver, Minister of Municipal Affairs, includes the initiative to review how the provincial property tax system can be changed to enable municipalities to retain more funding.

We optimistically wait for the result of that review to be shared and look forward to receiving an update on the expected timing.

If you wish to set up a meeting to discuss this or any other matter related to municipalities, I invite you to contact me by email at [president@abmunis.ca](mailto:president@abmunis.ca) or on my cell phone at (780) 312-0660.

Sincerely,

Tyler Gandam  
President, Alberta Municipalities

CC: Honourable Nate Horner, President of Treasury Board and Minister of Finance  
Honourable Ric McIver, Minister of Municipal Affairs  
Paul McLauchlin, President, Rural Municipalities of Alberta

Enclosure

(60)

# ABmunis' Breakdown of Premier Smith's Quoted \$3.6 Billion in Funding for Municipalities

(\$ millions)	2024 Budget	% of Total
<b>Provincial Programs for Municipal Infrastructure</b>		
Local Government Fiscal Framework Capital	\$722	20.0%
Municipal Water and Wastewater Partnership	66	1.8%
Water for Life	50	1.4%
Strategic Transportation Infrastructure Program	44	1.2%
Local Growth and Sustainability Grant	20	0.6%
First Nations Water Tie-In	8	0.2%
	<b>\$910</b>	<b>25.2%</b>
<b>One-Off Provincial Funding for Municipal Infrastructure (Not part of a formal funding program)</b>		
Provincial portion of Edmonton and Calgary LRT <sup>1</sup>	425	11.8%
Calgary Deerfoot Trail upgrades	156	4.3%
Calgary River District and Event Centre	88	2.4%
Edmonton Terwillegar expansion	50	1.4%
Edmonton Yellowhead Trail	50	1.4%
Edmonton 50 <sup>th</sup> Street	8	0.2%
YYC Rail Connection	2	0.1%
<b>Projects Outside Calgary and Edmonton</b>		
Red Deer Regional Airport Expansion	20	0.6%
Capital Region Wastewater Treatment	10	0.3%
Fox Lake Access Improvement	6	0.2%
Designated Industrial Zone Pilot Project	4	0.1%
	<b>\$819</b>	<b>22.7%</b>
<b>Federal Funding for Municipal Infrastructure that Flows Through the Government of Alberta</b>		
Federal portion of Edmonton and Calgary LRT <sup>1</sup>	425	11.8%
Canada Community Building Fund	265	7.4%
Investing in Canada Infrastructure Program	73	2.0%
Clean Water and Wastewater Fund	1	0.0%
	<b>\$764</b>	<b>21.2%</b>
<b>Provincial Investments in Provincial Highways and Bridges</b>		
Highway rehabilitation projects	352	9.7%
Highway twinning, widening, expansion	151	4.2%
Bridge construction projects	121	3.4%
Edmonton/Calgary Ring Roads	73	2.0%
Highway 3 twinning (Taber to Burdett)	65	1.8%
Major maintenance	45	1.2%
P3 Ring Road Maintenance	39	1.1%
Multiple engineering projects	29	0.8%
Highway twinning south of Grande Prairie	24	0.7%
Slide repairs	21	0.6%
Highway 16A and RR20 intersection	20	0.6%
Highway 11 twinning (Red Deer to Rocky Mountain House)	17	0.5%
Highway 40 grade widening (Grande Cache to Hinton)	15	0.4%
Highway 201 Bow River Bridge on SE Stony Trail	14	0.4%
Other projects	131	3.6%
	<b>\$1,116</b>	<b>30.9%</b>
<b>Total</b>	<b>\$3,609</b>	<b>100.0%</b>

<sup>1</sup> \$425 million is an estimate based on news releases indicating that funding from the Government of Canada and Government of Alberta were about evenly split for each Calgary and Edmonton LRT project.

## Town of Mayerthorpe

Report Title : NAKAMUN TOTAL CONTRACT HRS

Report Range

Start: 2024/04/01 0000

End: 2024/04/30 2359

### Man Hour Report by User

#### TOWN OF MAYERTHORPE

#### KASAMBA, GERVAIS

Event start: 2024/04/05 0900 Event end: 2024/04/05 1030 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/04/11 0830 Event end: 2024/04/11 1000 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/04/23 1230 Event end: 2024/04/23 1400 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/04/25 0830 Event end: 2024/04/25 1000 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

KASAMBA, GERVAIS : Total Time On Calls 6 Hours 0 Minutes

Total Group Time: 6 Hours 0 Minutes

All Officers: Total Time On Calls 6 Hours 0 Minutes

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## Town of Mayerthorpe

Report Title : NAKAMUN TOTAL CONTRACT HRS

Report Range

Start: 2024/05/01 0000

End: 2024/05/31 2359

Man Hour Report by User

TOWN OF MAYERTHORPE

KASAMBA, GERVAIS

Event start:	2024/05/03 0900	Event end:	2024/05/03 1030	Time:	(90) Minutes
Address:	SUMMER VILLAGE				
Activity Type:	GENERAL PATROL				
Total Time on Call for this Event :				1 Hours	30 Minutes

Event start:	2024/05/07 1500	Event end:	2024/05/07 1630	Time:	(90) Minutes
Address:	SUMMER VILLAGE				
Activity Type:	GENERAL PATROL				
Total Time on Call for this Event :				1 Hours	30 Minutes

Event start:	2024/05/17 1330	Event end:	2024/05/17 1500	Time:	(90) Minutes
Address:	SUMMER VILLAGE				
Activity Type:	GENERAL PATROL				
Total Time on Call for this Event :				1 Hours	30 Minutes

Event start:	2024/05/23 0730	Event end:	2024/05/23 0900	Time:	(90) Minutes
Address:	SUMMER VILLAGE				
Activity Type:	GENERAL PATROL				
Total Time on Call for this Event :				1 Hours	30 Minutes

Event start:	2024/05/30 1130	Event end:	2024/05/30 1300	Time:	(90) Minutes
Address:	SUMMER VILLAGE				
Activity Type:	GENERAL PATROL				
Total Time on Call for this Event :				1 Hours	30 Minutes

KASAMBA, GERVAIS : Total Time On Calls	7 Hours	30 Minutes
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Total Group Time:	7 Hours	30 Minutes
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**Town of Mayerthorpe**

**Report Title :** NAKAMUN TOTAL CONTRACT HRS

**Report Range**                      **Start:** 2024/05/01 0000                      **End:** 2024/05/31 2359

**Man Hour Report by User**

**All Officers: Total Time On Calls**

**7 Hours**

**30 Minutes**

(64)