

**AGENDA FOR THE REGULAR MEETING OF COUNCIL
FOR THE SUMMER VILLAGE OF BIRCH COVE
TO BE HELD SATURDAY, NOVEMBER 26, 2022
2317 TWP RD 545, LAC STE. ANNE COUNTY, ALBERTA
COMMENCING AT 9:00 A.M.**

- 1) Call to Order:
- 2) Acceptance of Agenda – **Motion to accept the agenda of the November 26, 2022 meeting as presented or amended.**
- 3) Adoption of the Previous Minutes: **Motion to accept the minutes of the October 15, 2022 meeting as presented or amended.**
- 4) Public Hearings: There are no Public Hearings for this meeting.
- 5) Delegations: There are no Delegations for this meeting.
- 6) Business Arising:

a)

- 7) Bylaws & Policies:

- a) Noise Bylaw No. 151-22 Third Reading – First and second reading were carried on October 15, 2022. This Bylaw is back before Council for consideration of third and final reading. **Motion that Council approve third reading of Bylaw 151-22 Noise Bylaw.**
- b) Procedural Bylaw No. 117-13 Third Reading - First and second reading were carried on October 15, 2022. This Bylaw is back before Council for consideration of third and final reading, however, we will need to amend the bylaw number to 152-22, as well as on the final page will need to repeal bylaw 117-13. The original change to this bylaw can be found on page 6, Electronic Communication System Meetings #35, 36, 37, 38, 39, and 40 clauses.

Motion that Council approves the following amendments to Bylaw 117-13:

- 1) Change the Bylaw number from 117-13 to 152-22 throughout the bylaw.**
- 2) Page 9 change “this Bylaw repeals Bylaw 117-13” as opposed to how it currently reads “this Bylaw repeals Bylaw #84-08”.**

If the above motion passes, then third and final reading can be considered on the Bylaw as amended.

Motion that Council approve third reading of Bylaw 152-22 Procedural Bylaw.

- 8) New Business:

- a) Office Address Change – At the October 15, 2022 Council Meeting, Council passed two motions referring to the municipal office location as 4808 – 51 Street Onoway, AB, it should of stated 2317 Twp Rd 545 within Lac Ste Anne County. **Motion to approve the Summer Village of Birch Cove’s Municipal Office location as 2317 Twp Rd 545 Lac Ste. Anne County.**
- b) 2023 Interim Operating Budget – each year Council must pass an Interim Operating Budget until such time as the current year Operating and Capital Budget is approved. Best practice is to do this at the last meeting of the previous year. **Council to motion that a 2023 Interim Operating Budget be approved at ½ of the 2022 Operating Budget and that this 2023 Interim Operating Budget cease to have any effect once the 2023 Operating and Capital Budget is approved.**

- 30-41
- c) FCSS Administration for the 2023 year – Municipalities within the Province of Alberta who provide Family and Community Support Services within their communities have agreements with the Province of Alberta for said programming. Attached is the proposed agreement between the Province of Alberta and the Summer Village of Birch Cove for the 2023-2025 years. Under the funding agreement the Province will provide 80% and the Summer Village will provide 20% (Provincial \$955.00 and SV \$239.00 for a total of \$1,194.00 annually). **Motion to approve the Family and Community Support Services Funding Agreement between the Province of Alberta and Summer Village of Birch Cove for the 2023 – 2025 years and authorize execution.**

Currently the Town of Onoway is providing the administration for the FCSS program, we are requesting consideration to change this administration service provision. Further discussion at meeting time. **Direction as given by Council at meeting time.**

- 42-44
- d) Open Air Fire Bylaw 123-13 Discussions - Attached the is the Summer Villages Fire Bylaw Mayor Tymafichuk to speak to this at meeting time. **Direction as given by Council at meeting time.**
- 45-52
- e) Community Peace Officer Services – At the October 15, 2022 Council Meeting there was a motion to defer the proposed agreement with the Town of Mayerthorpe to a future date. Attached is the draft agreement, further discussion to take place at meeting time. **Direction as given by Council at meeting time.**
- f) Next meeting date and time – Discussion at meeting time if we want to set this now. **Direction as given by Council at meeting time.**

g)

h)

i)

9) Financials – N/A

10) Correspondence:

- 53
- 54
- a) Summer Village of Birch Cove Information Update
 - b) Yellowhead Regional Library Membership

11) Councillors Reports:

- a) Steven Tymafichuk:
- b) Eugene Dugan:
- c) Dory Sample:

12) Chief Administrative Officer Report

- i) Public Works Report
- ii) Development Report

13) Confidential Matters: There are no Confidential Matters for this meeting.

14) Adjournment - Next Meeting Date & Location: TBD.

**MINUTES OF A REGULAR MEETING OF THE COUNCIL OF THE
SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE OF ALBERTA,
HELD ON OCTOBER 15TH, 2022,
COOK HOUSE IN BIRCH COVE, ALBERTA,
COMMENCING AT 10:00 A.M.**

IN ATTENDANCE

Mayor Steven Tymafichuk
Deputy Mayor Dory Sample
Councilor Eugene Dugan
Municipal Administrator Allyson Araujo
Tony Sonnleitner

ABSENT

DEM Rene Jackson

CALL TO ORDER

The meeting was called to order at 10:05 A.M. by Mayor Steven Tymafichuk.

**ACCEPTANCE OF
AGENDA**

Res. P22-476

Moved by Mayor Steven Tymafichuk that today's Agenda, be adopted to include Commission of Oaths of Office.

CARRIED

**APPROVAL OF
MINUTES**

Res. P22-477

Moved by Mayor Steven Tymafichuk that the Minutes of the Special Meeting of Council held on September 17, 2022, be approved, with amendments.

CARRIED

Res. P22-478

Moved by Mayor Steven Tymafichuk to adopt the minutes of the Organizational Meeting of Council held on August 29, 2022 and Special Meeting of Council held on September 3, 2022.

CARRIED

Res. P22-479

Moved by Mayor Steven Tymafichuk to adopt the resolutions made in the Organizational Meeting of Council held on August 29, 2022, Special Meeting of Council held on September 3, 2022, and Meeting of Council held on September 17, 2022.

CARRIED

PUBLIC HEARINGS

There were no Public Hearings for this meeting.

**MINUTES OF A REGULAR MEETING OF THE COUNCIL OF THE
SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE OF ALBERTA,
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COMMENCING AT 10:00 A.M.**

DELEGATIONS

There were no Delegations for this meeting.

BUSINESS ARISING

Oaths of Office:

Allyson Araujo Commissioned the Oath of Office of Mayor by Steven Tymafichuk, Oath of Office of Deputy Mayor by Dory Sample, and Oath of Office of Councilor of Eugene Dugan.

Res. A22-834

Moved by Mayor Steven Tymafichuk to table the CPO Agreement with Mayerthorpe to a future date.

CARRIED

NEW BUSINESS

Wildwillow Enterprises (CAO and Administration)

Res. A22-835

Moved by Mayor Steven Tymafichuk to employ Wildwillow Enterprises for Administrative Support and CAO services.

CARRIED

Res. A22-836

Moved by Mayor Steven Tymafichuk to appoint Wendy Wildman as the new interim CAO.

CARRIED

Res. A22-837

Moved by Mayor Steven Tymafichuk to add Wendy Wildman and remove Allyson Araujo as an authorized signor on the RBC accounts.

CARRIED

Res. A22-838

Moved by Mayor Steven Tymafichuk to change the municipal office to 4808 – 51 St Onoway, AB as presented in the minutes.

CARRIED

Res. A22-839

Moved by Mayor Steven Tymafichuk to change the Council Meeting venue to 4808 – 51 St Onoway, AB as presented in the minutes.

CARRIED

MINUTES OF A REGULAR MEETING OF THE COUNCIL OF THE
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COMMITTEES

Beach Committee:

The committee is awaiting Level 1 Aboriginal Consultation approval for the development projects submitted for Water Act approvals at the Summer Village of Birch Cove.

BYLAWS & POLICIES

Res. A22-840

Bylaw No. 149-22 Land Use Bylaw Text Amendment:

Moved by Mayor Steven Tymafichuk to revisit the Sea Can amendments at a future date.

CARRIED

Res. A22-841

Bylaw No. 151-22 Noise Nuisance Bylaw:

Moved by Mayor Steven Tymafichuk to accept the first reading of Bylaw No. 151-22 Noise Nuisance Bylaw.

CARRIED

Res. A22-842

Moved by Councilor Mayor Steven Tymafichuk to accept the second reading of Bylaw No. 151-22 Noise Nuisance Bylaw.

CARRIED

Res. A22-843

Moved by Councilor Mayor Steven Tymafichuk to accept the third reading of Bylaw No. 151-22 Noise Nuisance Bylaw.

Councillor Dugan requested a recorded vote.

In Favor:

Mayor Tymafichuk

Deputy Mayor Sample

Opposed:

Councillor Dugan

MOTION DEFEATED

**MINUTES OF A REGULAR MEETING OF THE COUNCIL OF THE
SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE OF ALBERTA,
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COMMENCING AT 10:00 A.M.**

Bylaw No. 117-13 Procedural Bylaw with Virtual
Amendment:

Res. A22-844 Moved by Mayor Steven Tymafichuk to accept the first
reading of Bylaw No. 117-13 Procedural Bylaw.

CARRIED

Res. A22-845 Moved by Mayor Steven Tymafichuk to accept the second
reading of Bylaw No. 117-13 Procedural Bylaw

CARRIED

Res. A22-846 Moved by Mayor Steven Tymafichuk to accept the third
reading of Bylaw No. 117-13 Procedural Bylaw

CARRIED

Councillor Dugan requested a recorded vote.

In Favor:

Mayor Tymafichuk

Deputy Mayor Sample

Opposed:

Councillor Dugan

MOTION DEFEATED

FINANCIAL REPORTS

No Financial Reports to present.

CORRESPONDENCE

Joint Use Infrastructure - Capital and Maintenance Cost-
Share Request

Council interested in Weed & Pest Control as well as
Assessment Services from Lac St. Anne County

Resident Communications

Ilona Dugan – Bylaw No. 151-22 Noise, Nuisance and
Public Disturbances Bylaw

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SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE OF ALBERTA,
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Brenda McKendry - Bylaw No. 151-22 Noise, Nuisance and Public Disturbances Bylaw, CPO Agreement with Mayerthorpe
Ryan McLay - Bylaw No. 151-22 Noise, Nuisance and Public Disturbances Bylaw

Res. A22-847

Moved by Mayor Steven Tymafichuk to accept as information.

CARRIED

COUNCILLOR REPORTS

Mayor Steven Tymafichuk:

A new fire extinguisher and extinguisher signage for the Cook house was purchased. Two sand bins were purchased and placed in the public areas for resident usage during the winter months for road sanding.

Deputy-Mayor Dory Sample:

A naloxone kit was purchased for the first aid kit.

Councilor Eugen Dugan:

Quotes for temporary outhouses were acquired as well as outhouse maintenance services. More pictures are needed as well as accurate measurements in order to procure quotes for the proposed Retaining Wall.

DEM Renee Jackson:

Absent.

ADMINISTRATOR REPORT

Res. A22-848

Moved by Mayor Steven Tymafichuk to accept Allyson Araujo's resignation as CAO.

CARRIED

PUBLIC WORKS REPORT

Mayor Steven Tymafichuk to call and have outhouses permanently removed.

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DEVELOPMENT REPORT

Development Officer Tony Sonnleitner reported that there were no development permits issued during the development season.

CONFIDENTIAL ITEMS

There were no confidential items for this meeting.

NEXT MEETING DATE TBD

ADJOURNMENT

There being no further business Mayor Steven Tymafichuk adjourned the meeting at 12:13 P.M.

These minutes approved this _____ day of _____, 2022.

Mayor Steven Tymafichuk

Municipal Administrator

VILLAGE OF BIRCH COVE

BYLAW 151-22

A Bylaw of the Summer Village of Birch Cove, to prohibit certain nuisances, disturbances and activities creating noise; and to abate the incidence of noise and to restrict when certain sounds may be made

WHEREAS pursuant to the Municipal Government Act, RSA 2000, the Council of the Village may pass a bylaw respecting the safety, health, and welfare of people and the protection of people and property and respecting the people, activities, and things in, on, or near a public place.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE VILLAGE OF BIRCH COVE, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

1. This Bylaw may be cited as the “Noise, Nuisance and Public Disturbances Bylaw”.

DEFINITIONS

2. In this bylaw:
 - (a) “Construction Equipment” includes, but is not limited to trenching machines, concrete mixers, backhoes and similar equipment.
 - (b) “Disturbance” means the interruption of the peace, quiet and good order of a neighbourhood or community, including but not limited to unnecessary and distracting noises.
 - (c) “Nuisance” includes, but is not limited to, any activity which substantially and unreasonably interferes with another person’s use and enjoyment of a roadway, park or other public area, or of land a person owns or occupies, or which causes injury to the health, comfort or convenience of an occupier of land, and without limiting the generality of the foregoing, includes an activity such as a noisy party, a group of people making a noise, loud music, revving engines, lights directed beyond property boundaries, yelling/shouting/screaming, or fighting
 - (d) “Peace Officer” means a member of the Royal Canadian Mounted Police, a Special Constable appointment pursuant to the provisions of the Police Act (Alberta), or a Bylaw Enforcement Officer of the Summer Village of Birch Cove.
 - (e) “Person” means an individual or any business or other entity including a Firm, Partnership, Association, Corporation, Company, or Society but does not include the Village.
 - (f) “Power Tool” includes any tool powered by an engine, motor, or compressed air.

- (g) "Public Place" means any place including privately and publicly owned or leased property, to which the public reasonably has or is permitted to have access, whether on payment or otherwise, within the municipal limits of the Village of Birch Cove.
- (h) "Public Property" means any schoolyard, highway, parkland, public bridge, road, lane, footway, alley or passage, whether a thoroughfare or not, and includes any open space to which the public have or are permitted to have access.
- (i) "Village" means the Summer Village of Birch Cove or where the context permits, means the area within the municipal limits of the Summer Village of Birch Cove.

GENERAL PROHIBITION

- 3. Except to the extent permitted by this bylaw, noise regulations are in effect from 11:00 pm to 7:00 am every day within the Village. Construction Noise is limited from 7:00 am to 11 pm Monday to Friday, and 9 am to 11 pm on Saturdays, Sundays and statutory holidays.
- 4. Except to the extent permitted by this bylaw, no person shall make, continue, cause or allow to be made or continued any unreasonably loud, raucous or unusual noise which annoys, disturbs, injures, endangers or detracts from the comfort, repose, health, peace or safety of any other person of ordinary sensitivity within the Village.
- 5. Except to the extent permitted by this bylaw, no person shall permit, suffer or allow property, real or personal which he owns, occupies or controls, to be used in a manner such that there emanates therefrom any unreasonably loud, raucous or unusual noise which annoys, disturbs, injures, endangers or detracts from the comfort, repose, health, peace or safety of any other person of ordinary sensitivity within the Village.
- 6. Factors for determining whether a sound is unreasonably loud, raucous or unusual include, but are not limited to, the following:
 - (a) proximity of the sound to sleeping facilities;
 - (b) the time of day or night the sound occurs;
 - (c) the duration and volume of the sound; and
 - (d) whether the sound is recurrent, intermittent or constant.

CONSTRUCTION

9. Unless written permission from the Council is first obtained, no person shall during quiet hours carry on the construction, repair, alteration, or demolition of any type of structure including but not limited to hammering, sawing, and the use of any power tools or construction equipment capable of creating a sound which may be heard beyond the boundaries of the site on which the activity is being carried on within the Village between the hours of 11 pm to 7 am on any weekday and between 11 pm to 9 am on Saturdays, Sundays and Statutory Holidays.

DOMESTIC

10. No person shall operate construction equipment, power tools, yard maintenance equipment, or any power lawn mower, or any snow-clearing device between the hours of 11 pm to 7 am on any weekday and 11 pm to 9 am on Saturdays, Sundays and Statutory Holidays.

LIGHTING

11. Unless written permission from the Council is first obtained, no person shall create or use lighting which may be continues beyond the boundaries of their property or site on which the activity is being carried on within the Village that annoys, disturbs, injures, endangers or detracts from the comfort, repose, health, peace or safety of any other person of ordinary sensitivity within the Village.

EXCEPTIONS

12. This bylaw shall not apply to:
- (a) Any person performing work of an emergency nature for the preservation or protection of life, health, or property, but the onus shall be on the person performing the work to show that the work was of an emergency nature;
 - (b) Any act of maintenance or repair being carried out by employees or contractors of the Village;
 - (c) Sanctioned Birch Cove Community League sponsored events as per the schedule of events provided to the Council by the Birch Cove Community League;
 - (d) Any act of emergency maintenance or repair being carried out by employees or contractors of any private utility;
 - (e) The operation of emergency equipment or any emergency vehicle;

- (f) A Peace Officer engaged in performing his duty; or
- (g) Any activity within the sole jurisdiction of the Government of Canada or the Province of Alberta.

PENALTIES

13. Any person who contravenes any provision of this Bylaw, is guilty of an offence punishable on summary conviction and is liable:
 - a) for a first offence to a fine of \$250.00; or
 - b) for a second or subsequent offence, to a fine of not less than \$500.00 and not more than \$2,500.00.
14. Where an officer believes that a person has contravened any provision of this bylaw, he may commence proceedings by issuing a violation ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, provided however that, this section shall not prevent any officer from issuing a violation ticket requiring the court appearance of the defendant or from laying an information instead of issuing a violation ticket.
15. Each occurrence of a contravention of this Bylaw, or in the case of continuous contraventions, each day a contravention occurs or continues, constitutes a separate offence and may be punished separately.
16. Any costs incurred for a peace officer to carry out enforcement of this bylaw will:
 - (a) if the complaint is found invalid, an administration fee of \$200.00 to be paid by the complainant within 30 days of written notice from Council; or thereafter added to their property taxes, or
 - (b) if the complaint is found valid, in addition to any fines levied by the Peace Officer, an administration fee of \$200.00 to be paid by the offender within 30 days of written notice from Council; or thereafter added to their property taxes.

17. This bylaw shall take effect on the date it is passed.

READ a first time this 15th day of October, 2022.

READ a second time this 15th day of October, 2022.

READ a third time and finally passed this ____ day of _____, 2022.

MAYOR – Steven Tymafichuk

Municipal Administrator

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SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

**A By-law of the Summer Village of Birch Cove in the Province of Alberta to
Regulate the Procedure and Conduct of Council and Council Committee
Meetings.**

WHEREAS, the Council of the Summer Village of Birch Cove considers it expedient and desirable for effective governance to regulate the procedure and conduct of council, councillors and others attending council and council committee meetings in the Summer Village of Birch Cove;

NOW THEREFORE, the Council of the Summer Village of Birch Cove hereby enacts as follows:

Citation

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

Definitions

2. In this bylaw:
 - a) "delegation" means any person that has permission of council to appear before council or a committee of council to provide pertinent information and views about the subject before council or council committee.
 - b) CAO means the chief administrative officer or his delegate, for the Summer Village of Birch Cove.
 - c) "Council" means the Mayor and Councillors of the Summer Village of Birch Cove for the time being elected pursuant to the provisions of the Local Authorities Election Act and the Municipal Government Act whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - d) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
 - e) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
 - f) "member" means a councillor or person at large appointed by council to a committee of council.
 - g) "meetings" means meetings of council and council committees.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

- h) "Municipality" means the Municipality of the Summer Village of Birch Cove, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;

Applicable

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

Severability

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

Meetings

- 5. The regular meetings of council shall be established by resolution of council at its annual organizational meeting.
- 6. Special meetings of council shall be established as required by council according to the provisions of the Municipal Government Act and the public shall be given notice.
- 7. The meetings of council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
- 8. Regular meetings of council shall begin at a time established by resolution of Council at its annual organizational meeting.
- 9. The times for the beginning of council committee meetings shall be set by resolution of each committee.
- 10. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
- 11. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a quorum is present, the Deputy Mayor shall call the meeting to order.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

12. If a quorum is not present within thirty (30) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting;

Conduct of Meetings

13. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
14. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
15. A resolution does not require a seconder.
16. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
17. The following resolutions are not debatable by members:
 - a) adjournment
 - b) to take a recess
 - c) question of privilege
 - d) point of order
 - e) to limit debate on a matter before members
 - f) on division of a question
 - g) postpone the matter to a time certain
 - h) to table the matter until later in the meeting
18. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
19. Where an issue has been brought before Council, the same issue cannot be tabled more than three times.
20. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

21. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of council, he shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
22. The Mayor or presiding officer shall preserve order and decorum and shall decide questions or order, subject to an appeal to the council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
23. In all cases not provided for in the proceedings of the council, a two-thirds majority of council shall determine to uphold the ruling of the presiding officer or not as the case may be.
24. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
 - a) a motion to refer the main question to some other person or group for consideration
 - b) a motion to amend the main question
 - c) a motion to table the main question
 - d) a motion to postpone the main question to some future time
 - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
25. After any question is finally put by the Mayor or other presiding officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the presiding office as to whether the question has been finally put shall be conclusive.
26. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
27. Voting on all matters shall be done by rising of the hand in such a clear manner that they may be easily counted by the presiding officer.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

28. "in camera meeting". Council and council committees may close all or part of their meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 Part 1 of the Freedom of Information and Protection of Privacy Act. A motion is required by Council to go 'in camera' and a motion is required by Council to come out of 'in camera'. The minutes of the meeting should record who made the motions and the time they were made. No resolution or bylaw may be passed during the 'in camera meeting'. Council must resume the public meeting to pass any resolutions or bylaws.
29. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place but which has not been completed;

Delegations

30. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of council, or who wish to have any matter considered by council shall address a letter or other written communication to the council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, and delivered or mailed to the CAO. The letter must arrive at least at 1:00 pm on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before council on the matter it shall be stated in the letter.
31. Delegates shall be granted a maximum of five (5) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
32. Delegations that have not submitted a letter in accordance with section 29 may be granted a brief opportunity to outline the matter they wish to present to council, and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 30 to present the matter outlined.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

33. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behaviour of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
34. Council shall hear all delegations who have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation;

Rules of Order

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

Agenda and Order of Business

36. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the council, shall be received by the CAO not later than 1:00 pm on a business day at least five (5) business days before the meeting.
37. The CAO shall deliver to each councillor via mail, email, fax, or courier, a copy of the agenda and all supporting materials not later than 4:30 pm four (4) calendar days before the meeting day.
38. Where the deadlines in section 36 and 37 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

39. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
1. Call to Order
 2. Adoption of agenda
 3. Adoption of the previous minutes
 4. Public Hearings
 5. Delegations
 6. Business arising out of the minutes
 7. Bylaws
 8. New Business
 9. Financial
 10. Correspondence
 11. Councillor Reports
 12. Chief Administrative Officer Report
 13. Confidential Items
 14. Adjournment
40. The order of business established in section 38 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
41. Standing Committees of Council shall be established and governed by policy or bylaw approved by council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw;

Recording of the Minutes

42. The Municipal Administrator may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
43. If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the minutes.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

44. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting;

Bylaws

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

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 117-13 - THE PROCEDURE BYLAW

This Bylaw comes into full force and effect upon third and final reading.
This Bylaw repeals Bylaw # 84-08.

Read a first time this 13th day of September, 2013.

Read a second time this 13th day of September, 2013.

Read a third time and duly passed this 13th day of September, 2013.

Signed this 13th day of September, 2013.

Mayor Eugene Dugan

Municipal Administrator Dennis Evans

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

**A By-law of the Summer Village of Birch Cove in the Province of Alberta to
Regulate the Procedure and Conduct of Council and Council Committee
Meetings.**

WHEREAS, the Council of the Summer Village of Birch Cove considers it expedient and desirable for effective governance to regulate the procedure and conduct of council, councillors and others attending council and council committee meetings in the Summer Village of Birch Cove;

NOW THEREFORE, the Council of the Summer Village of Birch Cove hereby enacts as follows:

Citation

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

Definitions

2. In this bylaw:
 - a) "delegation" means any person that has permission of council to appear before council or a committee of council to provide pertinent information and views about the subject before council or council committee.
 - b) CAO means the chief administrative officer or his delegate, for the Summer Village of Birch Cove.
 - c) "Council" means the Mayor and Councillors of the Summer Village of Birch Cove for the time being elected pursuant to the provisions of the Local Authorities Election Act and the Municipal Government Act whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - d) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
 - e) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
 - f) "member" means a councillor or person at large appointed by council to a committee of council.
 - g) "meetings" means meetings of council and council committees.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

- h) "Municipality" means the Municipality of the Summer Village of Birch Cove, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;

Applicable

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

Severability

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

Meetings

5. The regular meetings of council shall be established by resolution of council at its annual organizational meeting.
6. Special meetings of council shall be established as required by council according to the provisions of the Municipal Government Act and the public shall be given notice.
7. The meetings of council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
8. Regular meetings of council shall begin at a time established by resolution of Council at its annual organizational meeting.
9. The times for the beginning of council committee meetings shall be set by resolution of each committee.
10. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
11. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a quorum is present, the Deputy Mayor shall call the meeting to order.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

12. If a quorum is not present within thirty (30) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting;

Conduct of Meetings

13. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
14. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
15. A resolution does not require a seconder.
16. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
17. The following resolutions are not debatable by members:
 - a) adjournment
 - b) to take a recess
 - c) question of privilege
 - d) point of order
 - e) to limit debate on a matter before members
 - f) on division of a question
 - g) postpone the matter to a time certain
 - h) to table the matter until later in the meeting
18. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
19. Where an issue has been brought before Council, the same issue cannot be tabled more than three times.
20. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

21. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of council, he shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
22. The Mayor or presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
23. In all cases not provided for in the proceedings of the council, a two-thirds majority of council shall determine to uphold the ruling of the presiding officer or not as the case may be.
24. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
 - a) a motion to refer the main question to some other person or group for consideration
 - b) a motion to amend the main question
 - c) a motion to table the main question
 - d) a motion to postpone the main question to some future time
 - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
25. After any question is finally put by the Mayor or other presiding officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the presiding officer as to whether the question has been finally put shall be conclusive.
26. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
27. Voting on all matters shall be done by rising of the hand in such a clear manner that they may be easily counted by the presiding officer.

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

28. “in camera meeting”. Council and council committees may close all or part of their meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 Part 1 of the Freedom of Information and Protection of Privacy Act. A motion is required by Council to go ‘in camera’ and a motion is required by Council to come out of ‘in camera’. The minutes of the meeting should record who made the motions and the time they were made. No resolution or bylaw may be passed during the ‘in camera meeting’. Council must resume the public meeting to pass any resolutions or bylaws.
29. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place but which has not been completed;

Delegations

30. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of council, or who wish to have any matter considered by council shall address a letter or other written communication to the council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, and delivered or mailed to the CAO. The letter must arrive at least at 1:00 pm on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before council on the matter it shall be stated in the letter.
31. Delegates shall be granted a maximum of five (5) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
32. Delegations that have not submitted a letter in accordance with section 29 may be granted a brief opportunity to outline the matter they wish to present to council, and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 30 to present the matter outlined.



SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

33. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behaviour of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
34. Council shall hear all delegations who have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation;

Electronic Communication System Meetings

35. Council meetings may be conducted by means of electronic communication systems (zoom, skype, teams or other system) provided the facilities allow all councilors at the meeting to participate and to hear the discussion by all other participants at the meeting
36. A councilor participating in a meeting will be considered to have voted in the affirmative unless that councilor voices a negative vote on the motion
37. A councilor participating in a meeting is considered present at the meeting and will be recorded in the minutes as being present via electronic communication.
38. Each councilor participating in the meeting must be identified by name, and if possible, by camera
39. Meeting agendas will include the link to electronic meetings and phone number, and will be posted on the SVBC website no later than 4 calendar days prior to the meeting
40. A meeting is deemed to be conducted in public

Rules of Order

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

Agenda and Order of Business

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

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

before the meeting.

43. The CAO shall deliver to each councillor via mail, email, fax, or courier, a copy of the agenda and all supporting materials not later than 4:30 pm four (4) calendar days before the meeting day.
44. Where the deadlines in section 36 and 37 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
45. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
 1. Call to Order
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46. The order of business established in section 38 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
47. Standing Committees of Council shall be established and governed by policy or bylaw approved by council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw;

Recording of the Minutes

48. The Municipal Administrator may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
49. If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

minutes.

After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting;

Bylaws

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

SUMMER VILLAGE OF BIRCH COVE

BY-LAW NO. 152-22 - THE PROCEDURE BYLAW

This Bylaw comes into full force and effect upon third and final reading.
This Bylaw repeals Bylaw 117-13.

Read a first time this 15th day of October 2022

Read a second time this 15th day of October 2022

Read a third time and duly passed this

Signed this.

Mayor Steven Tymafichuk

Municipal Administrator

THIS AGREEMENT is effective this January 1, 2023.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA
as represented by the Minister of Seniors, Community and Social Services
(the "Minister")

~ and ~

SUMMER VILLAGE OF BIRCH COVE
created pursuant to the laws of Alberta
(the "Municipality")

WHEREAS the Municipality has applied for a grant to be used for the purposes of FCSS Services;

WHEREAS the Minister agrees to provide Funding for said purpose under the Provincial Program and subject to the terms and conditions of this Agreement;

WHEREAS the FCSS Act and the Grants Regulation authorizes such a grant being made;

WHEREAS the total cost for the Services is \$3,581.00 and is comprised of the Funding provided by the Minister under this Agreement and the Municipality's Contribution as set out in Clause 6 of this Agreement;

WHEREAS the Municipality is prepared to perform and enter into certain undertakings relative to the payment of the grant;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS:

- (a) "Agreement" means this document and the attached Schedule A and Schedule B;
(b) "Department" means the Department of Seniors, Community and Social Services;
(c) "Effective Date" means the date first noted above;
(d) "FCSS Act" means the Family and Community Support Services Act (Alberta), as amended from time to time;
(e) "FCSS Program Policies" means the collective policies, as amended from time to time, established by

the Department relating to the Provincial Program and any funding provided pursuant to that program;

(f) "FCSS Regulation" means the Family and Community Support Services Regulation (Alberta), as amended from time to time;

(g) "FCSS Services" means the activities to be performed by the Municipality as described in Schedule A for the purposes of establishing, administering and operating a local family and community support services program as set out in the FCSS Act and FCSS Regulation;

(h) "Funding" means the grant monies to be contributed by the Minister pursuant to this Agreement and any interest earned thereon;

(i) "Grants Regulation" means the Ministerial Grants Regulation A.R. 215/2022, as amended from time to time;

(j) "Municipality's Contribution" is the Municipality's financial contribution towards the FCSS Services as set out in Clause 6 of this Agreement;

(k) "Provincial Program" means the Provincial Family and Community Support Services Program administered by the Department and delivered in accordance with the FCSS Act and FCSS Regulation;

(l) "Provincial Prevention Priorities" means key social issues affecting Albertans as identified in Schedule A;

(m) "Provincial Prevention Strategies" means strategies, as identified in Schedule A, that guides the development and delivery of preventative services to meet the needs of a local community;

(n) "Surplus" means the amount by which payments made by the Minister exceed the Municipality's expenditures to perform the FCSS Services, as determined by the Minister, in consultation with the Municipality;

(o) "Term" means the period from **January 1, 2023 to December 31, 2025**.

2. RESPONSIBILITIES OF THE MUNICIPALITY:

(a) The Municipality shall perform the FCSS Services as described in Schedule A and in accordance with the FCSS Act, FCSS Regulation, and FCSS Program Policies.

(b) The Municipality shall perform FCSS Services in alignment with the Provincial Prevention Priorities and Provincial Prevention Strategies.

(c) The Municipality may transfer to another municipality all or part of the Funding received pursuant to this Agreement as described in the FCSS Program Policies.

(d) The Municipality shall comply with all applicable laws in its performance of the FCSS Services.

(e) The Municipality shall not make any public announcement or issue any press release regarding the entering into this Agreement or the Minister’s provision of the Funding, except in consultation with and upon receiving the approval of the Minister as to the contents of the announcement or press release, such approval shall not be unreasonably withheld.

3. TERM:

This Agreement shall be effective for the Term.

4. REPRESENTATIVES:

(a) The Minister designates the **Executive Director of Civil Society and Community Initiatives** to be the Minister’s representative to maintain a continuing liaison with the Municipality in matters relating to this Agreement.

(b) The Municipality designates the **Chief Administrative Officer** to be the Municipality’s representative to maintain a continuing liaison with the Minister in matters relating to this Agreement.

5. FUNDING:

(a) The Minister will provide Funding to the Municipality in the amount of no more than **\$2,865.00**, subject to:

- the appropriation of funds by the Legislature sufficient to provide the Funding under this Agreement, the sufficiency of which shall be determined in the sole discretion of the Minister; and
- early termination of this Agreement.

and that there will be no additional funding from the Minister in the case of cost overruns.

(b) The maximum Funding set out in Clause 5(a) will be allocated as follows:

\$955.00 for the first year of the Term (**January 1, 2023 to December 31, 2023**);

\$955.00 for the second year of the Term (**January 1, 2024 to December 31, 2024**); and

\$955.00 for the third year of the Term (**January 1, 2025 to December 31, 2025**)

(c) The Municipality shall immediately notify the Minister of any overpayment of the Funding and shall repay the amount of any overpayment, unless directed otherwise in writing by the Minister. Any amount of overpayment not repaid to the Minister shall be considered a debt due to the Minister. The Minister may in the Minister’s sole discretion cease to make payments under this Agreement or any other agreement made between the Municipality and the Minister if an overpayment is not repaid forthwith.

(d) The Funding shall be released to the Municipality in accordance with Schedule B.

(e) Notwithstanding Clause 5(a), (b), and (d) of this Agreement, the total amount of Funding or any scheduled payment of Funding during the Term may be adjusted (including an increase or decrease) in the sole discretion of the Minister.

(f) If the total amount of Funding, or any scheduled payment of Funding is reduced pursuant to Clause 5(e):

(i) The Minister shall provide the Municipality sixty (60) days' written notice of any proposed reduction.

(ii) Upon receipt of the Minister's notice to reduce Funding or reduce scheduled payments of Funding, the Municipality shall have thirty (30) days to either accept the reduction or terminate this Agreement. The Municipality's decision shall be communicated to the Minister in writing pursuant to Clause 15.

(iii) If the Municipality chooses to terminate this Agreement, termination shall be effective thirty (30) days after the date of the notice of termination by the Municipality. For clarity, the Minister may withhold any scheduled payment during this notice period.

6. THE MUNICIPALITY'S CONTRIBUTION

(a) In accordance with section 3 of the FCSS Act and section 5(b) of the FCSS Regulation, the Municipality shall provide a financial contribution of no less than twenty percent (20%) of the FCSS Services' total cost. The Municipality shall also demonstrate a financial contribution of at least twenty percent (20%) towards the FCSS Services' annual costs.

(b) In accordance with Clause 6(a), the Municipality's Contribution for the Term is allocated as follows:

\$239.00 for the first year of the Term (**January 1, 2023 to December 31, 2023**);

\$239.00 for the second year of the Term (**January 1, 2024 to December 31, 2024**); and

\$238.00 for the third year of the Term (**January 1, 2025 to December 31, 2025**)

(c) In the event the total amount of Funding is increased or decreased either during the Term or by any amendment to this Agreement, the Municipality's Contribution may change accordingly, and the Municipality must provide written notice the Minister of any changes to the Municipality's Contribution pursuant to Clause 15.

7. USE OF GRANT FUNDING:

(a) The Municipality covenants and agrees that it is and will be, in relation to the Funding, bound by the provisions of this Agreement, the FCSS Act, FCSS Regulation, and the Grants Regulation.

(b) The Municipality agrees that the Funding shall be used only for the purposes and expenditures described in Schedule A and the Municipality shall not use the Funding for any other purpose without the prior written consent of the Minister.

(c) The Minister reserves the right to disallow and recover from the Municipality the amount of any expenditure of the Funding that is contrary to the terms and conditions of this Agreement.

8. PUBLICATION, DISSEMINATION AND RELEASE OF INFORMATION:

(a) The Municipality acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.

(b) Subject to any applicable laws, the Municipality shall allow the Minister access to or provide copies to the Minister of any data or information acquired, collected or produced under this Agreement.

9. FCSS SERVICES REPORTING REQUIREMENTS:

(a) The Municipality shall provide the Minister with the following annual reporting within one hundred twenty (120) days after the end of each year of the Term:

- An audited financial statement for each year of the Term that complies with sections 6, 6.1 and 6.2 of the FCSS Regulation and any requirements as set out in the FCSS Program Policies; and
- a detailed final report containing sufficient information to inform the Minister of the activities, outputs, and outcomes of the FCSS Services.

(b) The Municipality shall submit all reporting as set out in subsection (a) using the FCSS Portal: <https://goaproduct.service-now.com/fcss>.

(c) The Minister shall have the right and ability to use, publish, or distribute reporting as the Minister determines appropriate, subject to any applicable laws.

(d) In the event the total amount of Funding is increased either during the Term or by any amendment to this Agreement, any reporting, financial or otherwise may change accordingly.

10. ACCOUNTING:

The Municipality shall:

(a) deposit and maintain the Funding in a separate bank account used only for the Funding or in the same bank account as other monies provided that the Funding is kept separate from other monies in the books

of account, such that the Funding can be accounted for;

(b) maintain adequate financial records relating to the Funding. It shall keep proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian generally accepted accounting principles, and have them available at all times during the Term of this Agreement and for a period of six (6) years after the termination or expiry of this Agreement; and

(c) during the Term and for six (6) years after the termination or expiry of this Agreement, produce on demand to any representative of the Minister or the Auditor General of Alberta any of the financial records referred to in Clause 10(b) and shall permit such representative to examine and audit these books, accounts and records and take copies and extracts of them.

11. SURPLUS ON EXPIRY OR TERMINATION:

If the Minister determines there is a Surplus during any year of the Term or at any time following the expiry or termination of this Agreement, the Minister, in the Minister's sole discretion, may:

(a) demand repayment of all or part of the Surplus by the Municipality to the Government of Alberta within ninety (90) days of the demand or the expiry or termination of this Agreement;

(b) adjust the total amount of Funding by withholding payment of any portion of Funding equal to the Surplus amount, or by setting-off the Surplus amount against any future scheduled payments of Funding in the Term;

(c) authorize the Municipality to retain the Surplus and redistribute the Surplus amount across the remaining year(s) of the Term; or

(d) apply the Surplus to any payment made by the Minister pursuant to a further grant agreement with the Municipality for the same or similar purpose.

12. GENERAL PROVISIONS:

(a) The parties agree that Schedules A and B form part of the Agreement, but in the event of a conflict between a provision in a Schedule and a provision in the body of the Agreement, the provision in the body of the Agreement shall govern.

(b) The Municipality shall indemnify and hold harmless the Minister, the Minister's employees, contractors, agents or volunteers from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Municipality or its employees, contractors, agents or volunteers with respect to carrying out the purposes of this Agreement. Such indemnification shall survive the termination of this Agreement.

(c) The Minister shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the Municipality, its employees, contractors, agents or volunteers in carrying out this Agreement.

(d) The Municipality shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of general liability insurance, in accordance with Alberta's *Insurance Act*, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof.

(e) This Agreement may be amended when such amendments are reduced to writing and signed by each of the parties hereto, but not otherwise.

(f) The Municipality is an independent entity and any persons engaged by the Municipality to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Municipality and not of the Minister.

(g) The Municipality may not assign this Agreement or any part of it.

(h) Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including: Clauses 7(c), 8, 9(b), 9(c), 10, 11, and 12(b) and 12(c).

(i) This Agreement is binding upon the parties and their successors.

(j) The parties agree that this Agreement will be governed by the laws of the Province of Alberta.

(k) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

13. BREACH OF AGREEMENT:

Where the Minister, in the Minister's sole discretion, determines that the Municipality has failed to fulfill any term or condition of this Agreement, the Minister may do any one or more of the following:

(a) terminate this Agreement immediately;

(b) withhold payment of all or any portion of the Funding under subsequent grant agreements; and

(c) demand repayment of all or any portion of the Funding and the Municipality shall repay forthwith, all or part of the Funding to the Government of Alberta.

14. TERMINATION OF AGREEMENT:

This Agreement may be terminated:

- (a) At any time by mutual written agreement of the parties; or
- (b) at any time by either party without cause or reason with ninety (90) days written notice to the other party. Upon the Municipality's receipt of a notice of termination from the Minister, the Municipality shall not make or commit any further expenditure of the Funding without the prior written consent of the Minister.

15. NOTICES:

All notices required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by email transmission to the office of the addressee provided below:

For the Minister:

Executive Director, Civil Society and Community Initiatives
 9920 108 St NW, Edmonton
css.fcssadmin@gov.ab.ca

For the Municipality:

Chief Administrative Officer
 PO Box 7, Site 19, RRI, Gunn, Alberta T0E 1A0
aaaraujobirchcove@shaw.ca

The address of either party may be changed by notice in writing to the other party. Notice personally served or sent by email transmission shall be deemed received when actually delivered or transmitted if delivery or transmission is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Minister (a "business day") or if not delivered on a business day on the next following business day. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by email transmission or personally served.

IN WITNESS WHEREOF, notwithstanding the dates of signature below, the parties have made this Agreement to be effective as of the day, month and year first above written.

HIS MAJESTY THE KING IN RIGHT OF ALBERTA

as represented by the Minister of Seniors, Community and Social Services

Executive Director of Civil Society and Community Initiatives

Date

SUMMER VILLAGE OF BIRCH COVE

Signature of Authorized Official
Chief Administrative Officer

Date

SCHEDULE A

DESCRIPTION OF FCSS SERVICES

Grant Agreement Between

His Majesty the King in Right of Alberta

as represented by the Minister of Seniors, Community and Social Services and

SUMMER VILLAGE OF BIRCH COVE

Term of Agreement: from **January 1, 2023** to **December 31, 2025**

Agreement Number: FCFA0002001

1. FCSS Services Information

1.1 Name of local FCSS program: SUMMER VILLAGE OF BIRCH COVE

1.2 Address: PO Box 7, Site 19, RR1, Gunn, Alberta T0E 1A0

1.3 Email: aaaraujobirchcove@shaw.ca

2. Description of FCSS Services

2.1 Purpose of Funding

Funding is intended to provide for the establishment, administration and operation of FCSS Services in accordance with the FCSS Act, FCSS Regulation and FCSS Program Policies.

2.2 Description of Grant Activities

The Municipality shall comply with the FCSS Act and FCSS Regulation in the establishment, administration and operation of the FCSS Services, which includes the following:

- The responsibilities of the Municipality as set out in section 2 of the FCSS Regulation;
- Service requirements as set out in section 2.1 of the FCSS Regulation; and
- Allowable and prohibited costs as set out in sections 3 and 4 of the FCSS Regulation.

The Municipality shall perform FCSS Services in accordance with the FCSS Program Policies.

In accordance with clause 2(b) of the Agreement, the Municipality shall perform FCSS Services in alignment with the following Provincial Prevention Priorities;

- Homelessness and housing insecurity
- Mental health and addictions
- Employment
- Family and sexual violence across the lifespan
- Aging well in community

In accordance with clause 2(b) of the Agreement, the Municipality shall perform FCSS Services in alignment with the following Provincial Prevention Strategies;

- Promote and encourage active engagement in the community
- Foster a sense of belonging
- Promote social inclusion
- Develop and maintain healthy relationships
- Enhance access to social supports; and
- Develop and strengthen skills that build resilience

2.3 Description of Outcomes & Performance Measurements

The Municipality shall collect non-identifying data and information as identified by the Minister. Such data shall be relevant to performance measures identified by the Minister. The Municipality shall include this data and information in the Municipality's annual report as described in clause 9(a) of the Agreement.

The Municipality shall report on the activities, outputs, outcomes and performance measures in its annual report and in accordance with any applicable FCSS Program Policies.

The Municipality's annual report shall be in a format determined by the Minister.

SCHEDULE B

FUNDING SCHEDULE

Grant Agreement Between

His Majesty the King in Right of Alberta

as represented by the Minister of Seniors, Community and Social Services

and

SUMMER VILLAGE OF BIRCH COVE

Funding shall be paid to the Municipality in accordance with the following table:

!!!Will be finalized upon approval of this new agreement!!!

SUMMER VILLAGE OF BIRCH COVE

BYLAW NO. 123-13

OPEN AIR FIRE BYLAW

WHEREAS the Municipal Government Act, provides that a Council of a Municipality may pass by-laws for the prevention or extinguishing of fires, the preservation of life and property and the protection of persons from injury or destruction by fire;

NOW THEREFORE the Council of the Summer Village of Birch Cove of the Province of Alberta, duly assembled enacts as follows:

PART 1 DEFINITIONS

1) In this Bylaw:

- a) **"Acceptable Fire Pit"** means an outdoor receptacle that meets the following specifications:
 - i) a minimum of 3 metres clearance, measured from the nearest fire pit edge, is maintained from buildings, property lines, or other combustible material;
 - ii) the fire pit height does not exceed .6 metres when measured from the surrounding grade to the top of the pit opening;
 - iii) the fire pit opening does not exceed 1 metre in width or in diameter when measured between the widest points or outside edges;
 - iv) it has a spark arrestor mesh screen of 8 – 16 mm expanded metal (or equivalent) to contain sparks over the fire at all times;
 - v) the fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials acceptable to the Fire Chief; and,
- a) **"Burnable Materials"** means materials other than Prohibited Debris burned in accordance with all applicable statutes and bylaws including but not limited to materials such as:
 - i) wooden materials which do not contain paint or wood preservatives;
 - ii) straw and stubble;
 - iii) grass and weeds;
 - iv) leaves and tree prunings;
 - v) brush and trees;
 - vi) wooden material from the construction or demolition of buildings which does not contain paint or wood preservatives;
- b) **"Summer Village"** means the Summer Village of Birch Cove.

- c) **“Fire Department”** means the Fire Department as established and organized for the Village pursuant to the provisions of Bylaw 123-94.
- d) **“Fire Chief”** means the Manager of the Fire Department for the Summer Village of Birch Cove who performs the duties and responsibilities of a General Manager/Fire Chief, or his delegate.
- e) **“Portable Barbecuing Appliance”** means any appliance sold or constructed for the purpose of cooking food outdoors, normally fueled by liquefied petroleum gas (LPG), natural gas, compressed briquettes or charcoal.
- f) **“Prohibited Debris”** means any inflammable waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances as defined in any applicable statutes and bylaws including but not limited to:
 - i) animal cadavers;
 - ii) animal manure;
 - iii) pathological waste;
 - iv) non-wooden material;
 - v) tires;
 - vi) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances;
 - vii) used oil;
 - viii) wood or wood products containing substances for the purpose of preserving wood; and,
 - ix) household refuse.

PART 2 OPEN AIR FIRES PROHIBITED

- 1) No person shall permit an open air fire or any other fire upon land owned, occupied, or under his or her control within the Village except as follows;
 - a) the cooking of food using a Portable Barbecuing Appliance;
 - b) recreational burning or the cooking of food in Acceptable Fire Pits provided:
 - i) only clean fuel is used such as natural gas, dry wood or charcoal in amounts which will be contained within the fire pit;
 - ii) the fire pit is not used to burn Prohibited Debris;
 - iii) a means, acceptable to the Fire Chief, of controlling or extinguishing the fire is available on the property and within reasonable distance from where the fire occurs; and
 - iv) a responsible adult is present on the property when the fire is burning;

- c) No person shall permit an open air fire or any other fire upon land owned, occupied, or under his or her control within the Village, except in a Portable Barbecuing Appliance, when a Fire Ban is in effect in the Village.

PART 4 OFFENSES AND PENALTIES

- 1) Where a person contravenes any provision of this Bylaw, then the owner of the property on which the contravention occurred, is guilty of an offense and upon issuance of a ticket shall pay a fine of \$500.00.
- 2) Where a person causes a fire beyond their control which causes any resulting emergency, then the owner of the property on which the emergency originated, shall be liable to pay all costs of all Emergency Response Service Providers incurred, and the Village shall be able to recover from such property owner all such costs, as a debt owing to the municipality.
- 3) This Bylaw shall come into force upon receiving third reading.
- 4) This Bylaw repeals Bylaw #63

Read a first time this 13th day of September, 2013.

Read a second time this 13th day of September, 2013.

Read a third time and duly passed this 13th day of September, 2013.

signed this 13th day of September, 2013.

Mayor Eugene Dugan

Municipal Administrator Dennis Evans

Tabled

MEMORANDUM OF AGREEMENT ENTERED INTO THIS ___ DAY OF _____ 2022.

BETWEEN:

TOWN OF MAYERTHORPE

A Municipal Corporation in the Province of Alberta
(Hereinafter referred to as "Mayerthorpe")

OF THE FIRST PART

And

SUMMER VILLAGE OF BIRCH COVE

A Municipal Corporation in the Province of Alberta
(Hereinafter referred to as "Birch Cove")

OF THE SECOND PART

**PEACE OFFICER SERVICES/BYLAW ENFORCEMENT OFFICER
AGREEMENT**

WHEREAS Mayerthorpe has entered into an Employment Contract with a Peace Officer to supply Peace Officer Services and a Bylaw Enforcement Officer to supply Bylaw Enforcement Services to Mayerthorpe,

AND WHEREAS Birch Cove desires to enter into an Agreement with Mayerthorpe to obtain Peace Officer Services/Bylaw Enforcement Services within the boundaries of Birch Cove,

AND WHEREAS Mayerthorpe has agreed to provide Peace Officer Services/Bylaw Enforcement Services to Birch Cove,

AND WHEREAS the Peace Officer employed by Mayerthorpe has been appointed by the Public Security Division, Department of Justice and Solicitor General as having jurisdiction to enforce within the boundaries of Mayerthorpe, the following Provincial Legislation:

- THE ANIMAL PROTECTION ACT
- THE DANGEROUS DOGS ACT
- THE ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT Part 9, Division 2
- THE FUEL TAX ACT
- THE GAMING, LIQUOR, AND CANNABIS ACT
- THE HIGHWAYS DEVELOPMENT AND PROTECTION ACT
- THE PETTY TRESPASS ACT
- THE PROVINCIAL OFFENCES PROCEDURE ACT
- THE TRAFFIC SAFETY ACT
- THE TRESPASS TO PREMISES ACT

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Subject to the following restrictions:

- (a) Authority to enforce the Gaming, Liquor and Cannabis Act is restricted to sections; 83, 84, 87, 89, 90.24, 90.25, 90.26, 90.27, 90.28, 90.29, 107, 108, and section 115 subject to section 53 of the Police Act.
 - (b) Authority to enforce the Gaming and Liquor Regulation (AR 143/96) is restricted to section 87.1.
 - (c) Authority to enforce the Highway Development and Protection Act is restricted to local roads only.
- (hereinafter referred to as the "Provincial Legislation"),

AND WHEREAS Mayerthorpe will seek from the Public Security Division, Department of Justice and Solicitor General, the authorization to employ and the appointment of peace officers thus having jurisdiction to enforce the Provincial Legislation within the boundaries of Birch Cove excluding One-Digit and Two-Digit Highways except as permitted in accordance with section 2.2.

AND WHEREAS the Police Act, Statutes of Alberta, 2000, P-17, requires that an Agreement be entered into between Mayerthorpe and Birch Cove respecting the provision of Peace Officer Services through the employment of a common Peace Officer.

AND WHEREAS

NOW THEREFORE this Agreement witnesses that in consideration of the terms and consideration contained in this Agreement, Mayerthorpe and Birch Cove agree to the following:

1. The term of this Agreement shall commence on the date when all the following apply:
 - (a) this Agreement is signed by both parties to,
 - (b) Mayerthorpe receives *Authorization to Hire Peace Officers* to allow enforcement of the Provincial Legislation within the boundaries of Birch Cove, and
 - (c) Mayerthorpe Peace Officer(s) are appointed by the Public Security Division, Department of Justice and Solicitor General to enforce the Provincial Legislation within the boundaries of Birch Cove.
2. Mayerthorpe agrees to provide Birch Cove with Peace Officer/Bylaw Officer Services through the Peace Officer/Bylaw Officer employed by Mayerthorpe. The Peace/Bylaw Officer Services provided to Birch Cove shall mean:
 - (a) Enforcement of Birch Cove's Bylaws within the boundaries of Birch Cove.
 - (b) Enforcement of the Provincial Legislation within the boundaries of Birch Cove.
 - (c) Enforcement of Animal Control with the boundaries of Birch Cove.

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- (d) Fulfillment of the above will be:
- i. in accordance with Mayerthorpe's Peace Officer Standard of Service Policy, attached hereto as Schedule "A", and as amended by Mayerthorpe from time to time; and
 - ii. in accordance with Mayerthorpe's Town of Mayerthorpe Peace Officer Standard Operational Procedures and Guidelines, attached hereto as Schedule "B", and as amended by Mayerthorpe from time to time; and
 - iii. in accordance with Mayerthorpe's Bylaw Enforcement Officer Bylaw;
 - iv. to a level of service similar to that provided by the Peace/Bylaw Officers to Mayerthorpe.
3. Subject to the following, Mayerthorpe agrees to supply Birch Cove in any contract year, Peace Officer or Bylaw Enforcement hours in accordance with Schedule "C" per month, subject to availability of the Peace/Bylaw Officer in Mayerthorpe's discretion, and
- (a) time spent during the performance of Court duties and disciplinary proceedings stemming from Peace/Bylaw Officer Services shall be included in the calculation of the required hours, and
 - (b) time spent traveling to and from Birch Cove shall be included in the calculation of the required hours.
4. During each calendar year, Birch Cove agrees to pay Mayerthorpe for Peace/Bylaw Officer Services or Bylaw Enforcement Services supplied in Birch Cove in accordance with Schedule "C" at an hourly rate as agreed upon annually, as well as, a rate per kilometer for kilometers traveled. For the 2022 calendar year, the hourly rate for Peace Officer Services shall be as follows:
- (a) Community Peace Officer – Senior: Ninety (\$90.00) dollars;
 - (b) Community Peace Officer – Junior: Eight two dollars and sixty-one cents (\$82.61);

For the 2022 calendar year, the hourly rate for Bylaw Enforcement Officer Services shall be as follows:

- (a) Bylaw Enforcement Officer: Eighty dollars and eighty-six cents (\$80.86).

and a variable fuel rate that is based on a monthly average fuel rate, plus an additional .05 cents in lieu of specialized equipment, for kilometers traveled. The rates shall be negotiated by both parties and such negotiations to be completed by October 1st each year for rates for the following year. Birch Cove shall be responsible for any special material or equipment required by the Peace/Bylaw Officer while supplying services to Birch Cove. Peace Officer Services or Bylaw Enforcement

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Services shall be billed monthly and Birch Cove shall pay the billed amount within thirty (30) days of the billing date.

5. Under circumstances where a municipality is entitled to receipt of such fines or penalties, Birch Cove shall receive all fines or penalties relating to the enforcement of Provincial Statutes and Municipal Bylaws as generated from the Peace/Bylaw Officer Services supplied to Birch Cove pursuant to this Agreement.
6. Under circumstances where fines or penalties are generated outside of a municipality's jurisdiction, Birch Cove shall receive percentage of the total fines or penalties collected relating to the enforcement of Provincial Statutes based on actual hours of service received within the calendar year.
7. Mayerthorpe shall maintain general liability insurance coverage covering the Peace/Bylaw Officer Services provided under this Agreement with Birch Cove being added as a named insured under the said coverage.
8. Mayerthorpe agrees to indemnify and save harmless Birch Cove, its agents, servants, officers, elected officials or employees with respect to any claim, action, suit, proceeding or demand including those relating to negligence, made or brought against Birch Cove, its agents, servants, officers, elected officials or employees by any third party with respect to any occurrence, incident, accident or happening relating to the provision of Peace/Bylaw Officer Services pursuant to this Agreement, excepting any occurrence, incident, accident or happening involving negligence or intentional torts by Birch Cove, its agents, servants, officers, elected officials or employees.
9. Mayerthorpe agrees to be liable for the actions of the Peace/Bylaw Officer while any one of them are on duty or otherwise supplying Peace/Bylaw Officer Services to Birch Cove pursuant to this Agreement.
10. Birch Cove acknowledges that any complaint received by it with respect to the provision of Peace/Bylaw Officer Services by the Peace/Bylaw Officer pursuant to this Agreement shall be immediately forwarded to the Chief Administrative Officer of Mayerthorpe. Any disciplinary action taken against the Peace/Bylaw Officer as a result of these complaints shall be administered by Mayerthorpe as outlined in the Town of Mayerthorpe Peace Officer Standard Operational Procedures and Guidelines attached hereto as Schedule "B" or the Bylaw Enforcement Officer Bylaw attached hereto as Schedule "C".
11. Subject to other terms of this Agreement, Mayerthorpe agrees to absorb all expenses associated with providing Peace/Bylaw Officer Services in Birch Cove including office supplies, equipment, training and education, uniforms, employee salary and benefits.

12. Birch Cove shall receive from the Peace/Bylaw Officer quarterly reports on all Peace/Bylaw Officer Services supplied by the Peace/Bylaw Officer to Birch Cove. These quarterly reports shall include the date and time spent in Birch Cove, the number of incident reports received and the number of enforcement contacts including both tickets and warnings.
13. If the appointment of the Peace Officers from the Security Division, Department of Justice and Solicitor General for the jurisdiction of Birch Cove and, or Mayerthorpe is terminated, then this Agreement will similarly immediately be terminated.
14. Notwithstanding Clauses 1 and 13, either party may terminate this Agreement without cause by providing sixty (60) days written notice to the other.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, as of the aforementioned day and year.

TOWN OF MAYERTHORPE

SUMMER VILLAGE OF BIRCH COVE

Mayor

Mayor

Seal

Seal

Chief Administrative Officer

Chief Administrative Officer

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Schedule "B"

DRAFT



Schedule "C"

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SUMMER VILLAGE OF BIRCH COVE

CONTACT INFORMATION UPDATE

Please be advised that the Summer Village of Birch Cove has appointed a new Municipal Administrator. Please update your contact information to the following:

Summer Village of Birch Cove c/o Wildwillow Enterprises
Mailing Address: Box 8

Alberta Beach, Alberta
T0E 0A0

Phone: (780) 967-0271

Email: cao@birchcove.ca

Thank-you

Wendy Wildman
Municipal Administrator
Summer Village of Birch Cove



October 22, 2023

Wildwillow Enterprises
Municipal Administrator
Summer Village of Birch Cove

Emailed to cao@birchcove.ca

Dear Wild Willow Enterprises,

One of the benefits of Yellowhead Regional Library (YRL) membership is the assignment of YRL allotment funds to the library materials budget of any YRL member public library.

The allotment rate is \$0.75 per capita; based on the current Summer Village of Birch Cove population of 45, the allotment amount for the 2022 calendar year will be \$33.75. Please review your 2022 choice below and make any changes, if necessary.

Assign the 2023 YRL allotment funds to the following YRL member public library:

Rich Valley Public Library

As the Summer Village of Birch Cove does not operate its own library, YRL receives a Library Services Grant from the province which is given directly to the YRL member public library of your choosing.

The estimated 2023 grant rate is \$5.55 per capita and we expect that Municipal Affairs will pay on 2016 population figures. Based on the Summer Village of Birch Cove 2016 population of 45, the 2023 grant will be \$249.75. Please review your 2022 choice below and make any changes, if necessary.

Assign the 2023 Library Services Grant to the following YRL member public library:

Rich Valley Public Library

Authorized
Signature


(Municipal Administrator)

Date Nov 15 '22

Please return this letter to jwilson@yrl.ab.ca by December 9, 2022.

If you have any questions, please do not hesitate to contact me at jwilson@yrl.ab.ca or 780-962-2003 (toll free 1-877-962-2003), extension 223.

Thank you for your prompt attention to this matter.

Yours truly,



Jocie Wilson
Manager, Collections and Resource Sharing
Yellowhead Regional Library

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