

## SUMMER VILLAGE OF BIRCH COVE AGENDA

Thursday, June 18<sup>th</sup>, 2026  
Wildwillow Administration Office and via zoom  
2317 Township Road 545 Lac Ste. Anne County

1.	<b><u>Call to Order</u></b>		
2.	<b><u>Agenda</u></b> Pages 1-7	a)	June 18 <sup>th</sup> , 2026 Regular Council Meeting  <i>(that Council approve as is or as amended)</i>
3.	<b><u>Minutes:</u></b> Pages 8-9  Pages 10-14	a)  b)	Thursday, April 16 <sup>th</sup> , 2026 Public Hearing LUB Minutes  Thursday, April 16 <sup>th</sup> , 2026 Regular Council Minutes  <i>(approve as presented or with amendments)</i>
4.	<b><u>Public Hearings:</u></b>		N/A
5.	<b><u>Delegations/ Appointments:</u></b> Pages 15-21		4:05 p.m. – Emergency Management Committee – committee representatives will be attending to discuss Emergency Management issues with Council.
6.	<b><u>Business Arising:</u></b> Pages 22-23	a)	<p>Catalis Technologies Canada, Ltd. - at the April 16<sup>th</sup>, 2026 meeting, Council approved up to \$9,000 for the purchase of a new laptop and financial software as well as \$3,000 as the annual fee for subscription of the financial software. Catalis has forwarded an order form and agreement that outlines the initial cost of \$7,000 for the financial software and annual costs of \$3,000 for the first year, \$3,180 for the second year, \$3,30.80 for the third year and \$3,573.05. Administration has not purchase the laptop yet as we will be waiting until the software conversion, which is scheduled to take place September 1<sup>st</sup>. We do not anticipate that the laptop to exceed \$1,500 (or less) so we are within budget. Annual subscription fees are 1<sup>st</sup> year - \$3,000; 2<sup>nd</sup> year - \$3,180, 3<sup>rd</sup> year - \$3,370.80 and 4<sup>th</sup> year - \$3,573.05, so there is an annual increase in the subscription fees.</p> <p><i>(that Council approve the Master Software License and Services Agreement with Catalis Technologies Canada, Ltd. for the implementation of financial software in the amount of \$7,000 to begin September 1<sup>st</sup>, 2026 and further that the annual software subscription fees be incorporated into the annual budgets)</i></p> <p>Or</p> <p><i>(some other direction as given by Council at meeting time)</i></p>

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7.	<p><b><u>Bylaws &amp; Policies</u></b> Bylaw 174-26 Procedural Bylaw Pages 24-41</p>	a)	<p>Bylaw 174-26, Council Procedural Bylaw – as part of the Municipal Accountability Program review in one of our other Summer Villages, a review of Council Procedural Bylaws as not meeting legislative requirements with regard to the Public making submissions to Regular Council meetings, Special Council Meetings and/or Public Hearings. Please refer to Clause 45 on pages 6 &amp; 7. These additions have been vetted by Municipal Affairs and the Bylaw now meets legislative requirements. We are requesting all 3 readings of this Bylaw.</p> <p><i>(that Bylaw 174-26 to regulate the procedures and conduct of Council and Council Committee meetings, be given first reading (as presented or amended))</i></p> <p><i>(that Bylaw 174-26 be given 2<sup>nd</sup> reading)</i></p> <p><i>(give unanimous consent to Bylaw 174-26 to consider third reading in the same meeting)</i></p> <p><i>(that Bylaw 174-26 be given 3<sup>rd</sup> and final reading)</i></p>
	<p>Pages 42-44</p> <p>Bylaw 175-26 Access to Information Bylaw Pages 45-47</p>	b)	<p>Access to Information Act (How to request and share information ATIA) and Protection of Privacy Act (Collecting and Protecting Information POPA) – please refer to the attached information. Unfortunately, the new rules will create administrative burden and will reduce the amount and types of information that we can publish on our website. Moving forward, agenda packages will no longer be publicly available, just the agenda. Under separate cover is the Privacy Management Plan that needs to be approved. This will be discussed in Closed Session.</p> <p>Bylaw 175-26, Access to Information Bylaw:</p> <p><i>(that Council gives first reading to Bylaw 175-26, being the Access to Information Bylaw, as presented)</i></p> <p><i>(that Council gives second reading to Bylaw 175-26, being the Access to Information Bylaw, as presented)</i></p> <p><i>(that Council gives unanimous consent for Bylaw 175-26, being the Access to Information Bylaw, to receive third and final reading as presented)</i></p>

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	<p>Bylaw 176-26 Protection of Privacy Bylaw Pages 48-50</p>	<p>c)</p>	<p><i>(that Council gives third and final reading to Bylaw 175-26, being the Access to Information Bylaw as presented and further authorize the Mayor and Chief Administrative Officer to execute same, effective this date, June 18<sup>th</sup>, 2026)</i></p> <p>Bylaw 176-26, Protection of Privacy Bylaw</p> <p><i>(that Council gives first reading to Bylaw 176-26, being the Protection of Privacy Bylaw, as presented)</i></p> <p><i>(that Council gives second reading to Bylaw 176-26, being the Protection of Privacy Bylaw, as presented)</i></p> <p><i>(that Council gives unanimous consent for Bylaw 176-26, being the Protection of Privacy Bylaw, to receive third and final reading as presented)</i></p> <p><i>(that Council gives third and final reading to Bylaw 176-26, being the Protection of Privacy Bylaw as presented and further authorize the Mayor and Chief Administrative Officer to execute same, effective this date, June 18<sup>th</sup>, 2026)</i></p>
<p>8.</p>	<p><b><u>New Business:</u></b> Page 51</p>	<p>a)</p>	<p>Association of Summer Villages of Alberta – Conference and Annual General Meeting, “Connecting Communities &amp; Creating Futures” – dates for the conference is October 15<sup>th</sup> and 16<sup>th</sup>, 2026 at the Edmonton Airport &amp; Conference Centre. Registration is currently open. Cost per delegate is \$349 and additional banquet tickets are \$90.</p> <p><i>(that those Council members that wish to attend the 2026 Association of Summer Villages of Alberta Conference and General Meeting on October 16<sup>th</sup> and 17<sup>th</sup>, 2026 in Edmonton, Alberta be authorized to do so and further that registrations be submitted)</i></p> <p><i>(some other direction as given by Council at meeting time)</i></p>
	<p>Page 52</p>	<p>b)</p>	<p>Capital Region Assessment Services Commission (CRASC) – as a participant in the Assessment Review Board (ARB) program, Council is required to appoint an additional member that was recently certified as an</p>

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		<p>ARB member for 2026, as listed below (as per the <i>Municipal Government Act, MGA</i>) section 454.</p> <p>Certified Panelist: Braden Lanctot</p> <p><i>(authorize the appoint of Capital Region Assessment Services Commission's (CRASC's) Assessment Review Board (ARB) Certified Panelist, Braden Lanctot as a part of the Assessment Review Board program)</i></p>
<p>Page 53</p>	<p>c)</p>	<p>LOOP Website for Municipalities – LOOP is a website company that specifically is geared to municipalities and has been endorsed by the Association of Summer Villages of Alberta. They have offered a demo of what the redesign of the website may look like and to answer any questions that Council may have. The demos outline the features of the website with lots of time for questions and normally runs for about an hour and run during the day from 9:00 a.m. to 2:00 p.m. in ½ hour increments. We are proceeding with this change-over in another one of our municipalities so are somewhat familiar with the website and how to make it work for us. To note, the basic plan cost is \$1,950 with a content transition cost of \$800. Training is included in the price. Administration has investigated several companies and this company was the most user friendly and cost effective. Please note that the transition time is approximately 3 months from signing of an agreement.</p> <p><i>(that Administration book a demo of the LOOP website on _____ at _____, with alternate dates if that date is not available)</i></p> <p><i>(some other direction as given by Council at meeting time)</i></p>
	<p>d)</p>	<p>Council has requested some required work to be completed at the Community Center and work at the community common area as follows:</p> <ul style="list-style-type: none"> <li>- Replacing timbers at the playground - \$8,500</li> <li>- Noise control in the hall - \$9,000</li> <li>- Gates at the entrance - \$16,000</li> </ul> <p>for a total of \$33,500</p> <p><i>(that the work to be done at the Community Center common area in the total amount of \$33,500 be approved with the cost to be funded by available grant funding)</i></p>

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		e)	<p>Council has requested a road upgrade project in the Summer Village in the amount of \$5,650.</p> <p><i>(that the roadwork project for 2026 be approved with the cost to be funded by available grant funding)</i></p>
		f)	<p>Summer Villages Regional Emergency Management Partnership (SVREMP) &amp; Fire Smart – SVREMP advises of grant funding support available to assist Summer Villages who are planning a FireSmart Awareness Event and/or Community Clean Up. SVREMP has also purchased a 24-hour Emergency Kit that we can keep or give away.</p> <p><i>(that the Summer Village apply for the Summer Villages Regional Emergency Management Partnership grant funding to assist the Summer Village with its' FireSmart Community Clean Up scheduled for _____)</i></p> <p><i>(some other direction as given by Council at meeting time.)</i></p>
	Pages 54-47	g)	<p>Municipal Access Agreement – Lemalu Holdings Ltd. Dba MCSNet – attached is the Municipal Access Agreement regarding the fiber optic network in Birch Cove. Administration has previously sent this out to Council for input with no amending feedback.</p> <p><i>(that the Municipal Access Agreement between Lemalu Holdings Ltd dba MCSNet and the Summer Village of Birch Cove be approved as presented and execution authorized)</i></p> <p><i>(some other direction as given by Council at meeting time)</i></p>
		g)	
9.	<b>Financial</b> <i>Forwarded under separate cover</i>	a)	<p>Income and Expense Statement – May 31<sup>st</sup>, 2026 and Bank Balances as at May 31<sup>st</sup>, 2026.</p> <p><i>(that the May 31<sup>st</sup>, 2026 Income and Expense Statement and the May 31<sup>st</sup>, 2026 Bank Balances, be accepted for information)</i></p>
10	<b>Correspondence</b> <i>Page 48-49</i>	a)	<p>Taxervice – April 17<sup>th</sup>, 2026 Interim Report – Tax Recovery on Land – Notifications Registered 2026</p>

## SUMMER VILLAGE OF BIRCH COVE AGENDA

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	Pages 50-51	b)	Alberta Summer Villages of Alberta Quarterly Update 2026/06/12
	Pages 52-53  Page 54	c)  d)	Minister of Municipal Affairs, May 26 <sup>th</sup> , 2026 – Provincial Education Requisition Credit Programs Development Officers Report – 26DP01-43, 23 Spruce Road – construction of an addition and renovation  <i>(that the Information/Correspondence Items be accepted as presented)</i>
11	<b><u>Council Reports</u></b>	a) b) c)	Mayor Deputy Mayor Councillor  <i>(that the Council Reports be accepted as presented)</i>
12	<b><u>CAO Report</u></b>	a)	To Do List, April 16 <sup>th</sup> , 2026  <i>(that the CAO report be accepted as presented)</i>
13	<b><u>Confidential Items/Closed Meeting</u></b> <i>Privacy Management Plan (Draft) – ATIA Section 28 (Local Public Body Confidences) and Section 32, (Privileged Information)</i> <b><u>Forwarded under separate cover</u></b>	a)	Pursuant to Access to Information (ATIA) Section 28 (Local Public Body Confidences) and Section 32, (Privileged Information) that Council go into a Closed Session at _____ to discuss the following:  Privacy Management Plan  <i>(that Council adopts the Privacy Management Plan, 2026 edition as presented this 18<sup>th</sup> day of June, 2026 and authorize Administration to begin the implementation of the same as a course of regular business as discussed)</i>  <i>(that Council appoint Chief Administrative Officer, Wendy Wildman as Head of the Public Body under the provisions of the Privacy Management Act, the appointment of Wendy Wildman as the designated Privacy Officer and Access to Information Officer for the Summer Village of Birch Cove, effective this 18<sup>th</sup> day of June, 2026)</i>  Or  <i>(some other direction as given by Council at meeting time)</i>
14	<b><u>Adjournment</u></b>		

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Next Meetings:        June 27<sup>th</sup>, 2026 – Summer Villages Lac Ste Anne County East – Alberta Beach  
                                 Seniors – 9:00 a.m.  
August 20<sup>th</sup>, 2026 – Regular Council Meeting  
October 15<sup>th</sup>, 2026 – Regular Council Meeting  
December 17<sup>th</sup>, 2026 – Regular Council Meeting

SUMMER VILLAGE OF BIRCH COVE  
MEETING MINUTES FOR THE PURPOSE OF PUBLIC HEARING FOR LAND USE  
BYLAW 170-2025  
THURSDAY APRIL 16<sup>TH</sup>, 2026 AT 4:27 P.M.  
SUMMER VILLAGE ADMINISTRATION OFFICE  
2317 TOWNSHIP ROAD 545, LAC STE. ANNE COUNTY & VIA ZOOM

	<b>PRESENT</b>	<p>Mayor: Dean Preston  Deputy Mayor: Jan Tschudin  Councillor: Eugene Dugan</p> <p>Administration: Wendy Wildman, Chief Administrative Officer (regrets)  Diane Wannamaker, Executive Assistant</p> <p>Public attendance (in person): 2  (virtual): 1</p>
1.	<b>CALL TO ORDER &amp; OPENING REMARKS</b>	Mayor Preston called the meeting to order at 4:27 p.m.
2.	<b>AGENDA</b> 1-PH-LUB-26	<p><b>MOVED</b> by Councillor Dugan that the Agenda for the Thursday, April 16<sup>th</sup>, 2026 Public Hearing for Land Use Bylaw 170-2025 be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>INTRODUCTIONS</b>	Council and Administration introduced themselves to those present.
4.	<b>PUBLIC HEARING</b>	Mayor Preston opened the Public Hearing on Bylaw 170-2025, being a Land Use Bylaw for the Summer Village of Birch Cove, which received first reading on December 18 <sup>th</sup> , 2025.
5.	<b>PUBLIC TESTIMONY AND COMMENT</b>	<p>Written Submissions (received prior to deadline) – None  Written Requests to make Oral Presentation – None  Oral Presentations, in Person from sign up sheet – None  Oral Presentations, in Person – other - None</p>
6.	<b>QUESTIONS AND ANSWERS</b>	N/A
7.	<b>COUNCIL DISCUSSION</b>	Having received no comments from the Public for the Bylaw, in whole or in part, written or verbally provided by written letter, email, in person or by virtual attendance in accordance with the Procedural Bylaw and Public Hearing Agenda, Mayor Preston declared the Public Hearing closed at 4:38 p.m., April 16 <sup>th</sup> , 2026.

SUMMER VILLAGE OF BIRCH COVE  
MEETING MINUTES FOR THE PURPOSE OF PUBLIC HEARING FOR LAND USE  
BYLAW 170-2025  
THURSDAY APRIL 16<sup>TH</sup>, 2026 AT 4:27 P.M.  
SUMMER VILLAGE ADMINISTRATION OFFICE  
2317 TOWNSHIP ROAD 545, LAC STE. ANNE COUNTY & VIA ZOOM

13.	ADJOURNMENT OF PUBLIC HEARING	The meeting adjourned at 4:38 p.m.
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\_\_\_\_\_  
Mayor, Dean Preston

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

SUMMER VILLAGE OF BIRCH COVE  
REGULAR COUNCIL MEETING MINUTES

THURSDAY, APRIL 16<sup>TH</sup>, 2026

HELD IN PERSON AT 2317 TWP RD 545. LAC STE. ANNE COUNTY, ALBERTA  
AND VIA ZOOM

	<b>PRESENT:</b>	<p>Mayor: Dean Preston Deputy Mayor: Jan Tschudin Councillor: Eugene Dugan</p> <p>Administration: Wendy Wildman, Chief Administrative Officer - regrets Diane Wannamaker, Executive Assistant Shelley Vaughan, Finance Officer</p> <p>Public at Large: 2 Public on Zoom: 1</p>
1.	<b>CALL TO ORDER</b>	Mayor Preston called the meeting to order at 4:00 p.m.
2.	<b>AGENDA</b> 17-26	<p><b>MOVED</b> by Councillor Dugan that the April 16<sup>th</sup>, 2026 Regular Council Meeting agenda be approved with the following addition:</p> <p>8.g) Privacy Management Training for Elected Officials – May 5<sup>th</sup>, 2026</p> <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>MINUTES</b> 18-26	<p><b>MOVED</b> by Mayor Preston that the Regular Council meeting minutes of April 16<sup>th</sup>, 2026 be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
4.	<p><b>DELEGATIONS(S)</b> <i>Zahid Maqsood, Seniuk &amp; Marcato</i></p> <p>19-26</p>	<p>4:05 p.m. Zahid Masqsood, Seniuk &amp; Marcato arrived for the meeting to present the Draft 2025 Financial Statements at 4:05 p.m.</p> <p><b>MOVED</b> by Mayor Preston that the 2025 Draft Audited Financial Statements for the Summer Village of Birch Cove presented by Zahid Masqsood, from Seniuk &amp; Marcato, Chartered Professional Accountants, be approved as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>Mr. Maqsood left the meeting at 4:27 p.m.</p> <p>Finance Officer, Shelley Vaughan left the meeting at 4:27 p.m.</p>

SUMMER VILLAGE OF BIRCH COVE  
REGULAR COUNCIL MEETING MINUTES

THURSDAY, APRIL 16<sup>TH</sup>, 2026

HELD IN PERSON AT 2317 TWP RD 545, LAC STE, ANNE COUNTY, ALBERTA  
AND VIA ZOOM

5.	<b>PUBLIC HEARING – LAND USE BYLAW</b>  20-26	<p><b>MOVED</b> by Mayor Preston that the Regular Council Meeting be recessed to move into a Public Hearing regarding Land Use Bylaw 170-2025 at 4:27 p.m. and that the Regular Council meeting resume upon adjournment of the Land Use Bylaw Public Hearing.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>The Regular Council meeting resumed at 4:38 p.m.</p>
6.	<b>BUSINESS ARISING</b> 21-26	<p><b>MOVED</b> by Mayor Preston that the fourth and final review of the Draft 2026 Operating Budget be approved as presented at meeting time at a 4.5% increase in municipal tax dollars collected, and further that the minimum amount payable increase by the 4.5%.</p> <p style="text-align: right;"><b>CARRIED</b></p>
7.	<b>BYLAWS/POLICIES</b> 22-26 <i>Bylaw 173-2026</i> <i>Taxation Bylaw</i>  23-26  24-26  25-26	<p><b>MOVED</b> by Councillor Dugan that Bylaw 173-2026, being a Bylaw to authorize the rates of taxation imposed for the 2026 year for the Summer Village of Birch Cove be given first reading.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Mayor Preston that Bylaw 173-2026 be given 2<sup>nd</sup> reading as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Deputy Mayor Tschudin that Bylaw 173-2026 be given unanimous consent to consider 3<sup>rd</sup> reading in one sitting.</p> <p style="text-align: right;"><b>CARRIED UNANIMOUSLY</b></p> <p><b>MOVED</b> by Deputy Mayor Tschudin that Bylaw 173-2026, Taxation Bylaw be given third and final reading.</p> <p style="text-align: right;"><b>CARRIED</b></p>
8.	<b>NEW BUSINESS</b>  26-26	<p>Finance Officer and FCSS Coordinator returned to the meeting at 4:55 p.m.</p> <p><b>MOVED</b> by Mayor Preston that the information and discussion regarding the Family and Community Support Services (FCSS) Accountability Framework be accepted for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>



SUMMER VILLAGE OF BIRCH COVE  
REGULAR COUNCIL MEETING MINUTES

THURSDAY, APRIL 16<sup>TH</sup>, 2026

HELD IN PERSON AT 2317 TWP RD 545. LAC STE. ANNE COUNTY, ALBERTA  
AND VIA ZOOM

		Finance Officer/FCSS Coordinator Shelley Vaughan left the meeting at 5:06 p.m.
27-26		<b>MOVED</b> by Deputy Mayor Tschudin that the February 20 <sup>th</sup> , 2026 Alberta Community Partnership Grant Approval letter for the Regional Asset and Land Management Strategy be accepted for information and further, that the project proceed with MPE Engineering. <b>CARRIED</b>
28-26		<b>MOVED</b> by Mayor Preston that Administration proceed with the purchase of a new laptop and financial software from Catalis (Enterprises Resource Planning) system at an estimated cost of up to \$9,000.00 with these costs covered by reserves, and that future operating budgets build-in the \$3,000 annual operating costs. <b>CARRIED</b>
29-26		<b>MOVED</b> by Councillor Dugan that Council accept the Asset Management Plan Monthly Progress Report for February, 2026 and the Levels of Service as presented. <b>CARRIED</b>
30-26		<b>MOVED</b> by Deputy Mayor Tschudin that Council approve Policy A-ADM-ASSETMGMT, Asset Management Policy as presented. <b>CARRIED</b>
31-26		<b>MOVED</b> by Councillor Dugan that the Summer Village of Birch Cove agrees to an amendment to Schedule C of the Yellowhead Regional Library Master Membership Agreement to allow for a municipal levy increase from \$4.85 per capita to \$5.60 per capita, effective January 1 <sup>st</sup> , 2027. <b>CARRIED</b>
32-26		<b>MOVED</b> by Councillor Dugan that the Summer Village of Birch Cove offer the seasonal maintenance contract to Steve Kerrigan at the rate of \$40/hour, for the period of May 1 <sup>st</sup> , 2026 to the end of October, 2026 for 16 hours per week. <b>CARRIED</b>
33-26		<b>MOVED</b> by Mayor Preston that those Council members that wish to participate in the Privacy Management Training for Elected Officials session scheduled on May 5 <sup>th</sup> , 2026 (via in person and zoom options) be authorized to do so. <b>CARRIED</b>
<b>9.</b>	<b>FINANCIALS</b>	
	34-26	<b>MOVED</b> by Mayor Preston that the March, 2026 Income and Expense Statement as included in the Draft Operating Budget and the March 31 <sup>st</sup> , 2026 Bank Balances, be accepted for information.

SUMMER VILLAGE OF BIRCH COVE  
REGULAR COUNCIL MEETING MINUTES

THURSDAY, APRIL 16<sup>TH</sup>, 2026

HELD IN PERSON AT 2317 TWP RD 545, LAC STE. ANNE COUNTY, ALBERTA  
AND VIA ZOOM

		<b>CARRIED</b>
<b>10.</b>	<b>CORRESPONDENCE</b> 35-26	<p><b>MOVED</b> by Mayor Preston that the following correspondence be accepted for information:</p> <ul style="list-style-type: none"> <li>➤ Alberta Municipalities – member webinars “what we heard” report on Federal Budget &amp; Funding Infrastructure for Housing, FCSS and Prevention and Police Funding Model.</li> <li>➤ February 27<sup>th</sup>, 2026 ABMunis Report on the Government of Alberta's 2026-27 Budget and News Release – Albertans' Property Taxes will go up because of Budget 2026</li> <li>➤ Lac Ste. Anne Foundation – December 5<sup>th</sup>, 2025 Board Meeting Minutes</li> <li>➤ January 22<sup>nd</sup>, 2026 – Alberta Summer Village Association – collective feedback submission to Alberta Municipal Affairs o proposed changes to the Local Authorities Election Act (LAEA), recognizing the unique demographics of Summer Villages as pertaining to Elections.</li> <li>➤ March 31<sup>st</sup>, 2026 – notification from the Office of Chief Provincial Veterinarian regarding the review of the <i>Animal Protection Amendment Act</i>.</li> </ul> <p align="right"><b>CARRIED</b></p>
<b>11.</b>	<b>COUNCILLOR REPORTS</b> 37-26	<p><b>MOVED</b> by Councillor Dugan that the Councillor reports be accepted for information as presented.</p> <p align="right"><b>CARRIED</b></p>
<b>12.</b>	<b>ADMINISTRATION REPORTS</b> 38-26	<p><b>MOVED</b> by Mayor Preston that the Administration reports be accepted for information as presented.</p> <p align="right"><b>CARRIED</b></p>
<b>13.</b>	<b>CONFIDENTIAL MATTERS</b>	N/A
<b>15.</b>	<b>ADJOURNMENT</b>	The meeting adjourned at 6:00 p.m.

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SUMMER VILLAGE OF BIRCH COVE  
REGULAR COUNCIL MEETING MINUTES  
THURSDAY, APRIL 16<sup>TH</sup>, 2026  
HELD IN PERSON AT 2317 TWP RD 545. LAC STE. ANNE COUNTY, ALBERTA  
AND VIA ZOOM

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\_\_\_\_\_  
Mayor, Dean Preston

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

June 10, 2026

Mayor and Council  
Summer Village of Birch Cove  
Box 8, Alberta Beach  
AB T0E 0A0

Dear Mr. Mayor and Councilors;

Re: Recognition and Support for the Birch Cove Emergency Management Committee

This letter requests you to consider acknowledging the recently formed Birch Cove Emergency Management Committee.

We are seeking Council approval and endorsement for this community-wide committee, formed in accordance with municipally legislated requirements, and at the direction of Council, to address the safety of residents and as much as possible, the protection of their property. The formation of this committee grew out of:

- Efforts of Renée Jackson, Birch Cove's Director of Emergency Management since 2021. She established muster point stations, initiated a Government of Alberta fire risk assessment, reports to Council and, she continues to lead and educate our community on emergency safety and planning.
- Recent wildfires at nearby Summer Villages at Sandy Beach and at Thunder Lake are sobering reminders that a wildfire threat is an imminent danger to the village—it is only a matter of when it will occur. These incidents have demonstrated, in real-life time, the inevitability of panic and disempowering uncertainty during a catastrophe and— lessons learned in communication and preparedness.
- Renee's presentation during the May 23, 2026, Town Hall regarding the status of Birch Cove's wildfire preparedness and invitation for community members to create a committee was well received. Several people signed up after the Town Hall and others have since come forward as well.
- The open-door policy for membership and participation is a standard feature of this Committee. All residents have a vested interest in their personal safety, the preservation of their property, and the continued vibrancy of this summer village.
- The Birch Cove Emergency Management Committee gathered for the first time on Saturday, May 30. There was an open invitation to all community members, whether they signed up at the Town Hall or not. The consensus of the group was that if the community unites to address wildfire safety, mitigation strategies, emergency preparedness, and resiliency practices—and educates the community on these—we will be better prepared to deal with wildfire situations than if we act individually.

- The following are the unanimously approved objectives of the Birch Cove Emergency Management Committee:
  - receive official recognition by Council, and Council's acknowledgement of the importance of this Committee to serve the community,
  - our mandate is to work collaboratively with the CAO's office when our projects overlap into Summer Village Administration. We are the "boots on the ground," a role that Administration does not have.
  - conduct research and recommend options to Council best practices applicable to Birch Cove,
  - investigate funding opportunities to cover some of the costs of mitigation strategies
  - prepare funding applications that are not within the CAO's jurisdiction under the Alberta Municipal Act
  - contribute to Project Management to ensure outcomes meet Birch Cove residents' expectations,
  - educate the community at large, including inviting subject matter experts to present at community gatherings, and
  - engage the community in volunteer cleanup projects to remove deadfall and debris on community paths and on Community reserve lands to improve wildfire resilience.

The 2026 Council Newsletter states that "Community safety and being prepared for emergencies is always a priority." Council's support of the Birch Cove Emergency Management Committee is a joint opportunity to better protect our residents, our community, and build community spirit.

Sincerely,  
 Renée Jackson,  
 Director of Emergency Management

Committee Members to-date:

Loretta (Jody) Bouchard	Josline Hampson	George Langevin
Darryl Chekerda	Jerry Haukedal	Kerry Phillips
Vern Dery	Ernie Holmberg	Sandy Phillips
Steve Flieger	Marc Lambertus	Lesa Wartenberg
Susan Hall	Sandra Lambertus	Nicole Westerlund

June 10, 2026

Mayor and Council  
Summer Village of Birch Cove  
Box 8, Alberta Beach  
AB T0E 0A0

Dear Mr. Mayor and Councilors;

Re: Request for Overhaul of the Birch Cove Website

During the May 30, 2026, meeting of the Birch Cove Emergency Management Committee, there was a Motion seconded for a major overhaul of the Birch Cove Website to meet the residents' needs during an emergency event and more particularly, wildfire.

Without a flexible and responsive Website, residents lack timely status updates of the emergency, emergency resources, and the safety and evacuation plan in place—all of which contribute to panic, confusion, and chaos. The Summer Villages within Lac Ste Anne County consider effective communication critical during an emergency. Birch Cove's current website, by all standards, rates a "failure," in terms of contributing to effective Emergency Management.

We have recently learned the Birch Cove's Administrators are in the process of launching a new website for one of the other Summer Villages they administer. The contract is with a municipal website specialist, and the details of the services offered sound very promising. The Administration will be trained to make changes and additions directly to the website, eliminating time delays.

We encourage Council to give serious consideration to evaluating this website company's suitability to Birch Cove's needs as soon as possible. It is our understanding that Birch Cove could launch a new website before the current website contract expires in November.

That said, please consider including our Director of Emergency and her Deputy to attend any future website design meetings to ensure that Emergency Management updates and information are front and centre.

Sincerely,

Renée Jackson, Director Birch Cove Emergency Management

cc. George Langevin, Loretta (Jody) Bouchard, Sandra Lambertus  
Birch Cove Emergency Management Committee

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**ADMINISTRATION**

- **SVREMP ADVISORY MEETINGS**
  - SAVE THE DATE Sent for Agency Meeting September 9, 2026 Virtual
  - Confirm combined Agency/Advisory Meeting for December 2 or 9
- **SVREMP AGENCY MEETINGS**
  - The Agency meeting was held on Wednesday, May 13, 2026 at 7 PM (Virtual)
  - **September 9 Virtual Evening 6:30 PM Save the Date**
  - To be Confirmed - Combined Agency/Advisory December 2 or 9
- **REGIONAL FUNCTIONAL EXERCISE**
  - September 28 & 29, 2026 - backup dates Oct 1 & 2, 2026
- **FRIAA Grant - FRIAA FireSmart Program FFP-23-19**
  - Report #3 submitted to FRIAA - \$3,000.00 expenditures to date.
  - FireSmart related initiatives confirmed for use of remaining \$9,000.00 Grant Funding include:
    - FireSmart Community Events \$300.00 per municipality. Letter sent to all SVREMP Partners to advise \$300.00 available for community FireSmart Events
    - Purchase of one 72 Hour Emergency Kit for each municipality for giveaway at a community event - underway.
    - Training: Planning P/FireSmart
    - Maps: Printing of 1 map for each municipality along with digital versions - working in collaboration with SANG - Updated Annually
    - SVREMP Brochure update - RDEM will create draft
    - Website Enhancement - being organized
- **Outstanding Items**
  - Regional Support Affiliates - supported by AEMA (create MOA)
    - News update / Invitation to Agency and or Advisory Meeting
    - **Include SANG in reporting of emergency events**
    - **Confirm Notification Process**
  - Shared Template from SVREMP
  - Share upcoming Events with SANG
- **Financials**
  - 2026 Annual requisitions processed - payments are being received
- **Ministerial Order Revision**
  - May 4, 2026: Ministerial Order request submitted for approval by Minister Ellis
- **SVREMP 2026 ANNUAL PLAN**
  - Incorporate Bill 21 and Bill 49 verbiage / Processes / Declaration of SOLE
  - Community Evacuation Plan (review Strathcona County Plan)
  - Planning P Training to be organized for August - FRIAA Funding allocated

- **ALEXIS / ALEXANDER MOA**
  - Followup request for in person meeting in June.
- **NAKAMUN PARK BIBLE CAMP / Willowbend Resort**

### **HAZARD & RISK ASSESSMENTS**

- H&R Assessments have been completed for all Summer Villages
- To be scheduled and completed in June 2026
  - **Alberta Beach**

### **COMMUNICATION**

- SVREMP Website Updates ongoing
- Facebook Invites to join the SVREMP page are being shared
- Monthly Updates being shared with Councils by DEMs

### **EDUCATION AND TRAINING**

- **Alberta Beach Community Meet and Greet - June 13, 2026**
  - SVREMP will host an information table - Volunteers are welcome to assist.
- **Parkland R.C.M.P. Dispatch Tour**
  - Email sent to proceed with the organization of the tour

**Regional Support Affiliate** refers to an organization, agency, business, cooperative, or stakeholder that is formally or informally connected to a regional initiative, partnership, or organization in a supportive, collaborative, or advisory capacity.

The term generally implies that the affiliate:

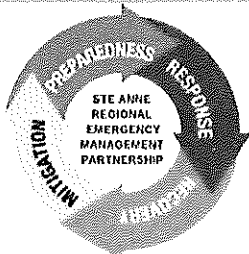
- supports the goals and objectives of the regional organization;
- participates in collaboration, communication, planning, or resource-sharing activities;
- may contribute expertise, services, infrastructure, or operational assistance;
- is associated with the organization without necessarily holding governing authority or voting status.

In the context of SVREMP, a **Regional Support Affiliate** such as Ste. Anne Natural Gas Co-op Ltd. could be described as:

An affiliated regional organization that provides operational, infrastructure, advisory, or collaborative support to regional emergency management planning, preparedness, response, and recovery initiatives.

The term works well because it:

- sounds professional and inclusive;
- recognizes regional collaboration;
- avoids implying formal governance authority;
- allows flexibility for future participation levels.



- Alberta Beach
- Birch Cove
- Nakamun Park
- Ross Haven
- Sandy Beach
- Silver Sands
- South View
- Sunrise Beach
- Val Quentin
- West Cove

**FireSmart Awareness and Community Cleanup**

Monday, May 25, 2026

Hello SVREMP Partners,

We would like to advise that SVREMP has grant funding support available to assist Summer Villages who are planning a FireSmart Awareness Event and/or Community Cleanup within their community this season.

Funding of up to \$300.00 per Summer Village is available to help support eligible event expenses such as promotional materials, refreshments, supplies, cleanup support, or community engagement initiatives related to FireSmart awareness and wildfire preparedness.

If your municipality is interested in accessing these funds, please reply to this email with a brief overview of the event, including the date and activities being planned.

Please provide a scanned copy of receipts to [summervillage.remp@gmail.com](mailto:summervillage.remp@gmail.com) for payment processing and reimbursement coordination.

In addition, SVREMP will also be purchasing one 24-Hour Emergency Preparedness Kit for each Summer Village. These kits may be used as a door prize or community draw during your events and could provide an excellent opportunity to encourage residents to sign up for ALLNET or other communication notifications, municipal email updates, or other emergency communication platforms.

We encourage communities to continue promoting FireSmart principles, community preparedness, and environmental stewardship throughout the region, and appreciate the ongoing efforts of all partners to support public awareness and resilience initiatives.

Should you have any questions, please feel free to reach out.

Thanks

Marlene Walsh, RDDEM  
Regional Deputy Director of Emergency Management  
Ste. Anne Summer Villages Regional Emergency Partnership  
p: 780 668 3182

Stephen Wright RDEM  
Regional Director of Emergency Management  
Ste. Anne Summer Villages Regional Emergency Partnership

(21)

✉ Email  
[summervillage.remp@gmail.com](mailto:summervillage.remp@gmail.com)

📍 SVREMP Mailing Address:  
PO BOX 17 Alberta Beach AB  
T0E 0A0





Catalis Technologies Canada, Ltd.  
203-10328 81 Ave NW  
Edmonton, AB T6E 1X2

No.: 006Ph00000uw1zZIAQ  
Date: 5/26/2026

**2. Order Form General Terms**

- 2.1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- 2.2. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) calendar days of the Order Form Date.
- 2.3. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included.
- 2.4. Any Recurring Fees will increase annually by the greater of the percentage defined in the Pricing section above or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.
- 2.5. Professional Services marked "Fixed Fees" shall be billed upon the execution of this Order Form or, where a Milestone Billing Schedule is included in the Scope of Work, upon Catalis' notice to the Customer of milestone completion. If Catalis anticipates any aspect of the Professional Services Fees to exceed the above estimate(s) by ten percent (10%) or more, Catalis will advise Customer, and secure a written agreement to proceed with said overage.
- 2.6. Professional Services marked "Time & Materials" are estimates based upon initial evaluation of project complexity and duration. Estimate(s) above are the minimum fees Catalis shall invoice for this Order Form. Catalis will invoice Customer each month for Services provided in the preceding month. Customer agrees to pay Catalis for any overage hours for in-scope Services at the same rate(s) quoted and according to the terms of this Order Form. Fees shall be billed each month for services provided in the preceding month.
- 2.7. Invoices shall be due and payable within Net 30 calendar days following invoice by Catalis.

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**ACCEPTANCE**

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

**Birch Cove, AB:**

**Catalis Technologies Canada, Ltd.:**

By: \_\_\_\_\_  
 Name: Shelley Vaughan  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Teresa Yeager  
 Title: CEO  
 Date: \_\_\_\_\_

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**A BYLAW OF THE SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE  
OF ALBERTA TO REGULATE THE PROCEDURE AND CONDUCT OF COUNCIL  
AND COUNCIL COMMITTEE MEETINGS.**

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**WHEREAS**, the Council of the Summer Village of 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;

**AND WHEREAS**, the Council of the Summer Village of Birch Cove recognizes the need to promote effective participation in local governance by all stakeholders, including Councillors, administration, formal delegations before council and committees, and the public in general, and therefore is agreeable to accommodating electronic means of participation herein, in accordance with Section 199 of the Municipal Government Act;

**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) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of Birch Cove.
  - b) "Closed Meeting" means a part of the meeting closed to the public at which no resolution or Bylaw may be passed, except a resolution to revert to a meeting held in public.
  - c) "Council" means the Mayor and Councillors of the Summer Village of 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) "Delegation" means any person that has permission of Council or the CAO to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee.
  - e) "Deputy Mayor" means the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
  - f) "Electronic Means" shall be defined in the *Municipal Government Act*, Section 199(1)(a), specifically meaning an electronic or telephonic communication method that enables all persons attending a meeting to hear and communicate with each other during the course of the meeting.
  - g) "FOIP" means the *Freedom of Information and Protection of Privacy*

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*Act of Alberta* or any Act that replaces the Freedom of Information Act and Protection of Privacy Act.

- h) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
- i) "Member" means a Councillor or person at large appointed by Council to a committee of Council.
- j) "Meetings" means meetings of Council and Council committees and in keeping with the interpretation of Section 199(1)(b) of the *Municipal Government Act*, shall include hearings.
- k) "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;

### **Application**

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

### **Severability**

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

### **General**

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

under Part 17 of the *Municipal Government Act* shall be accessible via Electronic Means and shall be conducted in accordance with the procedures set out in Appendix C.

### Meetings

11. The regular meetings of Council shall be established by resolution of Council at its annual organizational meeting.
12. 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.
13. Council by resolution may establish other Council meeting dates.
14. The meetings of Council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the *Municipal Government Act*.
15. Regular meetings of Council shall begin at 4:00 pm.
16. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
17. 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.
18. 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.
19. 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;
20. No person, persons or entity other than the Summer Village of Birch Cove may record in whole or in part any meeting of Council or Council Committee using audio, video or any other recording means.
21. Should the Summer Village of Birch Cove deem it appropriate to record a Council or Council Committee meeting, all parties present at the meeting must be verbally notified immediately prior to the start of the recording.

**Conduct of Meetings**

22. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
23. The Presiding Officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the Presiding Officer.
24. A resolution does not require a seconder.
25. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
26. The following resolutions are not debatable by members:
  - a) adjournment
  - b) to take a recess
  - c) question of privilege
  - d) point of order
  - e) to limit debate on a matter before members
  - f) on division of a question
  - g) postpone the matter to a certain time
  - h) to table the matter
27. The Mayor or Presiding Officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
28. Where an issue has been brought before Council, the same issue cannot be tabled more than three times.
29. Where a matter or issue has been brought before Council, the same matter or issue cannot be heard more than three times unless there is new information to be presented about the issue or matter.
30. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.
31. Whenever the Presiding Officer is of the opinion that a motion is contrary to the rules and privileges of Council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his/her reasons applicable to the case without argument or comment.
32. The Mayor or Presiding Officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council by resolution. Decisions of the Presiding Officer shall be final unless reversed or altered by a

majority vote of members present.

33. In all cases not provided for in the proceedings of the Council, a two-thirds majority of Council shall determine to uphold the ruling of the Presiding Officer or not as the case may be.
34. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
  - a) a motion to refer the main question to some other person or group for consideration
  - b) a motion to amend the main question
  - c) a motion to table the main question
  - d) a motion to postpone the main question to some future time
  - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
35. After any question is finally put by the Mayor or other Presiding Officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the Presiding Officer as to whether the question has been finally put shall be conclusive.
36. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
37. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the Presiding Officer. In the case of a meeting by Electronic Means voting may be done verbally.
38. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place, but which has not been completed;
39. As per Section 197 of the *Municipal Government Act*, a formal motion will be made to go to a "Closed Meeting" session, identifying the relevant Sections(s) of the of the *Freedom of Information and Privacy Act*. When a meeting is closed to the public, no resolution or Bylaw may be passed at the meeting, except a resolution to revert to an open meeting of a Council or Council Committee held in public. No minutes, notes, or recordings of the discussions will take place in a Closed Meeting session and any printed reports provided to Council will be retrieved by the CAO. After the closed meeting discussions are completed, any members of the public who are present outside the meeting room must be notified that the meeting is now open to the public, and a reasonable amount of time must be given for those members of the public to return to the meeting

before it continues. Where a Council or Council Committee closes all or part of a meeting to the public, the Council or Council Committee may allow one or more other persons to attend, as it considers appropriate, and the minutes of the meeting must record the names of those persons in attendance and, if applicable, the reason for their attendance.

### **Delegations**

40. 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 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.
41. Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the Presiding Officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the Presiding Officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
42. Delegations that have not submitted a letter in accordance with Section 40 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 41 to present the matter outlined.
43. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behaviour of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
44. Council shall hear all delegations that have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order as 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;
45. When making submissions for a Regular or Special Council Meeting, or Public Hearing:

- a) Regular or Special Council Meeting: members of the public may make submissions by forwarding same via email or mail to the administration office, as per the timelines outlined in this Bylaw, or to the Chair or administration at the time of the meeting if deemed acceptable as per the Chair of the meeting.
- b) Public Hearing: members of the public may make submissions by forwarding same via email or mail to the administration office, or by dropping off at the administration office, prior to the public hearing, or by handing to the Chair or administration at the time of the Public Hearing.

### **Provision for Attendance and Participation by Electronic Means**

46. In accordance with the provisions of Section 199(2) of the *Municipal Government Act*, Council herein provides that meetings of Council, including Committee meetings and Public Hearings, may be conducted by Electronic Means, when deemed necessary to do so for the effective and expedient governance of the municipality and engagement with the public, at the discretion of Council. Further, in accordance with Section 199(2.1) of the *Municipal Government Act*, all public hearings required under Part 17 of the Act shall be conducted via Electronic Means. Public Hearings, other than those required by Part 17 of the Act, may be conducted via Electronic Means.

- a) In exercising its discretion, Council may provide for the following meetings inclusive of Electronic Means:
  - A full virtual meeting, by which all parties that are, or may wish to be, participating in the meeting shall have a common point of access to the virtual meeting through approved electronic means; or,
  - A hybrid virtual meeting, at which some of the participants may be authorized to participate through approved electronic means. The availability of a hybrid virtual meeting does not create an obligation, nor does it restrict the ability, to provide virtual access to the general public as in the hybrid model the council chamber remains an effective point of access for the general public.
- b) In exercising its discretion, Council shall prioritize the use of hybrid, rather than full, virtual meetings such that where possible the use of electronic means is limited to use by those active parties in the meeting, including Councillors, administration and formal delegations who cannot be in physical attendance.
- c) Except as required by Section 199(2.1) of the *Municipal Government Act*, Electronic Means shall be used only when and where the location of remote

access is able to support its use. The ability to access remotely is not a guarantee that access will be assured or that business will be detained for input by those with an intermittent connection.

- d) A Councillor shall be deemed present for the meeting for the duration of the meeting, in all or in portions, for which their connection is active.
  - e) The Presiding Officer shall, on the Call to Order of the meeting, declare to the meeting that there is, or may be, participation by Electronic Means, and shall ask the recording secretary to confirm any virtual attendees by seeking confirmation of:
    - Those voting members or Councillors present;
    - Those administration present;
    - Those delegations that may be present; and
    - The general count of those public present.
47. In providing for Electronic Means, the Council authorizes the following electronic means for virtual participation in meetings:
- a) Telephone participation, both traditional landline and cellular mobile participation;
  - b) Personal or Work Computer or Tablet, via virtual participation applications or programs initiated by the municipality;
  - c) Other means as may become commonly accepted and deemed safe by the municipality as technology advances.
  - d) The access codes or numbers for participating electronically shall be distributed along with the agenda of the meeting in the same manner by which the agenda is circulated (email, website, and/or contained on the physical copy of the agenda).
48. In participating by Electronic Means, a Councillor shall be required to make their presence known in accordance with the following:
- a) On initially joining the meeting, shall declare their full name to the acknowledgement of the Chair of the meeting, and if possible confirm their participation by live video display.
  - b) When participating making a motion, or participating in debate, the virtually attending member shall verbally request the floor from the Chair, and may be assisted in garnering the attention of the Chair by the moderator or recoding secretary or other administrative officer present in the meeting.
  - c) When speaking, and when voting on matters, the virtually attending member

should, when feasible pending service connection, turn their live display video on.

- d) In voting on a matter, the virtually attending party, or parties, shall be called on by the Chair to give their vote verbally, one at a time, following the call of the question and voting by those parties that may be attending the meeting physically.
  - e) If the matter being voted on is a question requiring a secret ballot, the virtually attending party, or parties, shall be permitted to either email or text message their ballot to the Chief Administrative Officer, or Designated Officer or Clerk, and have it received and counted as in the normal fashion. In exercising this option, virtually attending members shall be permitted not more than 5 minutes from the time voting is declared "open" by the Chair to submit their vote; late receipts will not be accepted and shall be deemed an absent vote.
  - f) When a Council member or other participant is included in a Closed Session meeting and participating by Electronic Means, the virtually attending member shall be asked to verbally confirm to the Chief Administrative Officer, or designate, that they are attending the Closed Session alone.
49. When making access by Electronic Means available to the general public:
- a) The access codes and numbers for the approved Electronic Means shall be contained within the meeting notice and agenda for the meeting and/or shall be posted on the Summer Village Website and distributed by the same means used to circulate the notice of meeting and agenda.
  - b) Except where public participation is expressly allowed, such as a public hearing, public participants shall be muted and may be disconnected from the meeting by the moderator of the meeting for disruptions due to noise, unauthorized comment or any disruptions which hampers the effective conduct of the meeting, at the discretion of the Chair.
  - c) Where public participation does involve receiving comment from the public, such as in a public hearing or open gallery provision, comments will be received verbally in a manner of order determined by the Chief Administrative Officer based first on requests to speak received before the meeting, concurrently during the meeting (for example in the "chat box" of the electronic means platform, and then finally any last comments arising from the floor. The conduct of these comments shall be respectful and follow the same decorum and process as if made in physical attendance.

### **Motion to Recess**

49. The Chair, without a Motion, may Recess the meeting for a specific period of no more than ten (10) minutes.

50. Any Councillor may move that Council Recess for a specific period.
51. After the Recess, business will be resumed at the point where it was interrupted.
52. A Recess will follow a motion to go into closed session and a Recess will precede a motion to come out of closed session;

### **Rules of Order**

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

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

54. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 1:00 p.m. on a business day at least five (5) days before the meeting.
55. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 p.m. two (2) days before the meeting.
56. Where the deadlines in Section 54 and 55 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
57. 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 Minutes
  4. Public Hearings
  5. Delegations/Appointments
  6. Business Arising out of Minutes
  7. Bylaws & Policies
  8. New Business
  9. Financial
  10. Correspondence
  11. Council Reports
  12. Chief Administrative Officer Report
  13. Confidential Items/Closed Meeting
  14. Adjournment

58. The order of business established in Section 57 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.
59. 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**

60. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
61. 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.
62. 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**

63. Where a Bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the Bylaw to appear on the Agenda in the appropriate place.
64. Every Bylaw shall have three readings.
65. 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.
66. 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.
67. 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.
68. Where required by Provincial Statute, a Bylaw shall be advertised or submitted

to the electorate for voting as set out in the relevant statutes.

69. 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) Bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
  - b) Bylaw passed at a regular meeting of Council, pursuant to a notice in writing given and openly announced at the preceding meeting of the Council and setting out the terms of the substantial effect of the proposed Bylaw.

**Website**

- 70. Regular agenda packages Council Meeting agenda and links to join the meeting via Electronic Means, as applicable, will be posted within 2 days prior to the meeting on the Summer Village website prior to the Council meeting after it is prepared and distributed to Council.
- 71. Special Council meeting agendas will be posted on the Summer Village website prior to the Special Council meeting after it is prepared and distributed to Council.
- 72. Unapproved meeting minutes are to be posted on the Summer Village website within 7 days of the meeting.
- 73. Approved minutes are to be posted within 3 business days of the meeting in which they were approved.
- 74. Other items will be posted on the Summer Village website as directed by the CAO or designate.

This Bylaw repeals Bylaw #167-25

This Bylaw shall come into effect upon the third and final reading and signing of this Bylaw

**READ** a first time this 18<sup>th</sup> day of June, 2026

**READ** a second time this 18<sup>th</sup> day of June, 2026

**UNANIMOUS CONSENT** to proceed to third reading this 18<sup>th</sup> day of June, 2026

**READ** a third and final time this 18<sup>th</sup> day of June, 2026

**SIGNED** this 18<sup>th</sup> day of June, 2026

\_\_\_\_\_  
Mayor, Dean Preston

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

DRAFT

Municipal Government Act RSA 2000 Chapter M-26  
Division 9 Council Proceedings

SUMMER VILLAGE OF BIRCH COVE  
APPENDIX A

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

General duties of Councillors  
153

Councillors have the following duties:

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

RSA 2000 cM-26 s153;2015 c8 s17;2016 c24 s15

Municipal Government Act RSA 2000 Chapter M-26  
Division 9 Council Proceedings

SUMMER VILLAGE OF BIRCH COVE  
APPENDIX B

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

General duties of chief elected official  
154

- (1)** A chief elected official, in addition to performing the duties of a Councillor, must:
- (a) preside when in attendance at a council meeting unless a Bylaw provides that another councillor or other person is to preside, and
  - (b) perform any other duty imposed on a chief elected official by this or any other enactment or Bylaw.
- (2)** Repealed 2022 c16 s9(40).
- (2)** Despite subsection (2), the chief elected official may be a member of a board, commission, subdivision authority or development authority established under Part 17 only if the chief elected official is appointed in the chief elected official's personal name.

1994 cM-26.1 s154;1995 c24 s21

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**Municipal Government Act RSA 2000 Chapter M-26  
Division 9 Council Proceedings**

SUMMER VILLAGE OF BIRCH COVE  
APPENDIX C

Public Hearing Procedure

Council may adopt a procedure for statutory public hearings.

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

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

Public Hearing Principles

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

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

Municipal Government Act RSA 2000 Chapter M-26  
Division 9 Council Proceedings

**PUBLIC HEARING PROCEDURES**

Definitions

1. "Chair" refers to the Presiding Officer officiating the Public Hearing
2. "Secretary" refers to the CAO or his/her designate Introduction & Procedures

SUMMER VILLAGE OF BIRCH COVE PUBLIC HEARING

Date Time

Bylaw #\*\*

INTRODUCTION & PROCEDURES

- 1 (Chair) "The following Public Hearing is held pursuant to the Municipal Government Act"
- 2 (Chair) "The following rules of conduct will be followed during the Public Hearing:"

Presentation should be brief and to the point  
The order of presentation shall be:

- a. Entry of written submission(s)
- b. Comments from ~~the \*\*\*~~ those physically in attendance in support of the Bylaw
- c. Comments from those attending virtually in support of the Bylaw
- d. Comments from those physically in attendance opposing the Bylaw,
- e. Comments for those attending virtually opposing the Bylaw

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

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

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

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

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

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Municipal Government Act RSA 2000 Chapter M-26  
Division 9 Council Proceedings

The following written comments have been received to (insert date)

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

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

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

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

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

(Chair) "Do the Councilors have any further questions"

(Chair) "If not, I hereby declare this Public Hearing relating to Bylaw \*\*\*\* be closed and will accept a motion to adjourn this Public Hearing.

**SUMMER VILLAGE OF BIRCH COVE**

P.O. Box 8 Alberta Beach, AB  
T0E 0A0

**Summer Village of Birch Cove - Information  
and Request For Decision**

<b>Meeting:</b>	<b>Birch Cove Council</b>
<b>Meeting Date:</b>	<b>June 18<sup>th</sup>, 2026</b>
<b>Originated By:</b>	<b>Administration</b>
<b>Title:</b>	<b>New Privacy Management Framework</b>
<b>Agenda Item #:</b>	<b>7(b) – Bylaws and Policies</b>

**BACKGROUND/PROPOSAL:**

As we are all well aware, the passing of new privacy legislation (the Protection of Privacy Act and the Access to Information Act) in 2025 set a one-year timeline for local authorities to adopt the new frameworks/requirements established within. This deadline for adoption was June 10, 2026.

Our Administrative team has been working with legal counsel to meet the challenge of this new privacy framework in a way that is both compliant and also practical for adoption within a multi-client organizational framework. The Privacy Management Plan is the comprehensive technical manual we are looking to adopt as the procedural basis for this new system. We have now also completed the Bylaws to formalize the adoption of the new framework. Administration has workshopped the manual inhouse and are ready to implement the framework as drafted, pending Council approval.

As we are slightly behind on the implementation date, we are asking for your consideration to adopt this framework, including the two Bylaws and the Plan. For ease of presentation, we will address the Bylaws under the Bylaws section, however we ask that the PMP be kept as privileged information until further notice (this will be discussed in Closed Session).

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

The Privacy Management Framework consists of four major elements, which the Board should consider concurrently and address as a collective exercise in this originating adoption:

- a) The Protection of Privacy Bylaw (Bylaw 28-2026, attached)
- b) The Access to Information Bylaw (Bylaw 29-2026, attached)
- c) The Privacy Management Program (which includes a 'Plan,' and is a policy manual)
- d) The Designation of Any Privacy Authorities (like a mini organizational meeting)

The two Bylaws are requirements resulting from the new legislation. These Bylaws establish the legislative framework resulting from each respective Act, and are designed to transfer certain authorities and obligations through the Council to Administration to implement and maintain the new framework. The Bylaws are simple, but important. The Bylaws create the skeleton that is fleshed out by the details in the PMP, and establish the process for passing and revising the PMP.

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**SUMMER VILLAGE OF BIRCH COVE**

P.O. Box 8 Alberta Beach, AB  
T0E 0A0

The Privacy Management Program has been the principal undertaking in meeting the compliance requirements of the framework. Patriot Law provided – and continues to provide – excellent support in developing this program. The program contains the required Privacy Management Plan, but also gives best practices, practical processes to follow, template language and forms, and response protocols, easy to follow and consistent classification and implementation strategies and general guidance to all levels of staff in knowing their roles, responsibilities, and authorities in the process.

The designation of authorities is a formal assignment of roles within the new framework, as the PMP promotes. Some of these roles can technically be filled by Administration following the flow of authority in the Bylaws, but, much like the regular organizational meeting, we do like to get the Council's endorsement of these designations to keep everyone on the same page.

**STAKEHOLDER ENGAGEMENT / COMMUNICATION:**

Not necessarily "active engagement," but we will take steps to add a privacy tab to the website and start adding material there as the program develops. We will also begin adopting the recommended verbiage on correspondence, forms, and documents for privacy disclaimers and classification protocols – so expect to see those references going forward.

Wildwillow Enterprises Inc. hosted an elected officials POPA/AITA PMP overview for their partner municipalities on May 5, 2026 (10am and 6:30pm) for a more in-depth working assessment of the PMP, so the concept may be generally familiar to some Council members by virtue of this presentation.

**FUNDING AND COST CONSIDERATIONS:**

The cost to complete the PMP, not including administrative time to-date, has been ~\$17,000. The majority of the cost has been covered, however some costs will be recovered through partnership with various partnering municipalities (approximately \$500 for Birch Cove) and the balance was covered by the WILD Water Commission by reserves.

**RECOMMENDED ACTION:**

- a) That Council discuss the Privacy Management Program in Closed Session to review the final version of the Privacy Management Program, as drafted, for final review before adoption.
- b) That Council give all required readings to Bylaw 28-2026, the Protection of Privacy Bylaw, and authorize Administration to execute same effective this date, June 18<sup>th</sup>, 2026.
- c) That Council give all required readings to Bylaw 29-2026, the Access to Information Bylaw, and authorize Administration to execute same effective this date, June 18<sup>th</sup>, 2026.

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**SUMMER VILLAGE OF BIRCH COVE**

P.O. Box 8 Alberta Beach, AB

T0E 0A0

- d) That Council adopts the Privacy Management Program, including the prescribed Privacy Management Plan, 2026 edition as presented this day, June 18<sup>th</sup> 2026, and authorizes Administration to begin the implementation of the same as a course of regular business, as discussed.
  
- e) That Council appoint Chief Administrative Officer, Wendy Wildman as Head of the Public Body under the provisions of the Privacy Management Act, the appointment of Wendy Wildman as the designated Privacy Officer and Access to Information Officer for the Summer Village of Birch Cove, effective this 18<sup>th</sup> day of June, 2026.



DRAFT

**A BYLAW OF THE SUMMER VILLAGE OF BIRCH COVE IN THE PROVINCE OF  
ALBERTA FOR THE PURPOSES OF  
THE ACCESS TO INFORMATION ACT AND TO SET FEES THEREUNDER**

---

**WHEREAS** pursuant to section 98(a) of the *Access to Information Act*, SA 2024, c A-1.4, the Summer Village of Birch Cove (hereinafter called the "Municipality" must designate a person or group of persons as the head of the Municipality for the purpose of the Act;

**AND WHEREAS** pursuant to section 98(b) of the *Access to Information Act*, SA 2024, c A-1.4, the Municipality may set any fees the Municipality requires to be paid under section 96, which must not exceed the fees provided for in the Regulations;

**NOW THEREFORE** under the authority of the *Municipal Government Act*, RSA 2000, c M-26, the Council of the Summer Village of Birch Cove enacts as a Bylaw as follows:

**PART 1 TITLE**

1.1 This Bylaw shall be known as the "Access to Information Bylaw."

**PART 2 DEFINITIONS**

1.2 "Act" means the *Access to Information Act* SA 2024, c A-1.4, as amended;

1.3 "Applicant" means a person who makes a request for access to information under the Act;

1.4 "Chief Administrative Officer" means the Chief Administrative Officer of the Summer Village of Birch Cove

1.5 "Municipality" means the Summer Village of Birch Cove;

1.6 "Regulations" means the Access to Information Act Regulation, Alta Reg 133/2025.

**PART 3 INTERPRETATION**

1.1 The headings in this Bylaw are for reference purposes only.

**PART 4 DESIGNATED HEAD**

- 4.1 For the purposes of the Act, the Chief Administrative Officer is designated as the head of the Municipality.
- 4.2 The head of the Municipality, or designate, will recommend policy guidelines in accordance with the Act and they may be implemented or amended from time to time by Council resolution.

**PART 5 FEES**

- 5.1 Where an Applicant is required to pay a fee for services, the fee payable shall be in accordance with the Act and the regulations, as amended from time to time, or any successor regulation that sets fees for requests to access information.

**PART 6 SEVERABILITY**

- 6.1 Should any provision of this Bylaw be invalid, then such provision shall be severed, and the remainder of the Bylaw shall remain in force.

**PART 7 TRANSITION AND COMING INTO FORCE**

- 7.1 This Bylaw takes effect on the final passing and signing thereof and, on such final passing, Bylaw 111-13 is hereby repealed.

READ A FIRST TIME THIS 18<sup>th</sup> DAY OF JUNE, 2026

READ A SECOND TIME THIS 18<sup>th</sup> DAY OF JUNE, 2026

UNANIMOUS CONSENT to proceeding to third reading this 18<sup>th</sup> DAY OF JUNE, 2026

READ A THIRD TIME THIS 18<sup>TH</sup> DAY OF \_\_\_\_\_, 20\_\_\_\_

**SUMMER VILLAGE OF BIRCH COVE**

\_\_\_\_\_  
Mayor, Dean Preston

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

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## PROTECTION OF PRIVACY BYLAW

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**BEING A BYLAW OF THE SUMMER VILLAGE OF BIRCH COVE , IN THE PROVINCE OF  
ALBERTA, FOR THE PURPOSES OF  
THE PROTECTION OF PRIVACY ACT, TO ESTABLISH A DIRECTORY OF PERSONAL  
INFORMATION BANKS, AND TO ESTABLISH A PRIVACY MANAGEMENT PROGRAM**

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**BYLAW NO. 176-26**

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**WHEREAS** pursuant to Section 55(1) of the *Protection of Privacy Act, SA 2024, c P-28.5*, the Summer Village of Birch Cove (hereinafter called the "Municipality" may delegate to any person any power, duty, or function of the head under the Act, except the power to delegate;

**AND WHEREAS** pursuant to Section 55(2) of the *Protection of Privacy Act, SA 2024, c P-28.5*, a delegation must be in writing and may contain any conditions or restrictions the head of the public body considers appropriate;

**AND WHEREAS** pursuant to Section 57(2) of the *Protection of Privacy Act, SA 2024, c P-28.5* the head of the Municipality must publish a directory, in printed or electronic form, that lists the Municipality's Personal Information Banks;

**AND WHEREAS** pursuant to section 6(1) of the *Protection of Privacy Act (Ministerial) Regulation, Alta Reg 143/2025*, the Municipality must establish a Privacy Management Plan;

**NOW THEREFORE** under the authority of the *Municipal Government Act, RSA 2000, c M-26*, the Board of the Council of the Summer Village of Birch Cove enacts as a Bylaw as follows:

## **PART 1 TITLE**

1.1 This Bylaw shall be known as the "Protection of Privacy Bylaw."

## **PART 2 DEFINITIONS**

2.1 "Act" means the *Protection of Privacy Act, SA 2024, c P-28.5*, as amended;

2.2 "Chief Administrative Officer" means the Chief Administrative Officer of the Summer Village of Birch Cove;

2.3 "Municipality" means the Summer Village of Birch Cove

2.4 "Regulations" means the *Protection of Privacy Act (Ministerial) Regulation, Alta Reg 143/2025*.

## **PART 3 INTERPRETATION**

3.1 The headings in this Bylaw are for reference purposes only.

**PART 4 DESIGNATED HEAD**

4.1 For the purposes of the Act, the Chief Administrative Officer is designated as the head of the Commission/Municipality.

**PART 5 PRIVACY OFFICER**

5.1 For the purposes of the Act, the Chief Administrative Officer shall designate a member of the Municipal staff as the Privacy Officer.

**PART 6 PERSONAL INFORMATION BANKS DIRECTORY**

6.1 For the purposes of the Act, the head of the Municipality is empowered to publish a directory, in printed or electronic form, that lists the Municipality's personal information banks.

**PART 7 PRIVACY MANAGEMENT PROGRAM**

7.1 The Municipality's privacy management program may be approved by the Council by resolution.

**PART 8 SEVERABILITY**

8.1 Should any provision of this Bylaw be invalid, then such provision shall be severed, and the remainder of the Bylaw shall remain in force.

**PART 9 TRANSITION AND COMING INTO FORCE**

9.1 This Bylaw takes effect on the final passing and signing thereof and, on such final passing, Bylaw 111-13 is hereby repealed.

READ A FIRST TIME THIS 18TH DAY OF JUNE, 2026

READ A SECOND TIME THIS 18TH DAY OF JUNE, 2026

UNANIMOUS CONSENT to proceeding to third reading this 18<sup>TH</sup> DAY OF JUNE, 2026

READ A THIRD TIME THIS 18<sup>TH</sup> DAY OF JUNE, 2026

**SUMMER VILLAGE OF BIRCH COVE**

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Mayor, Dean Preston

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Chief Administrative Officer, Wendy Wildman

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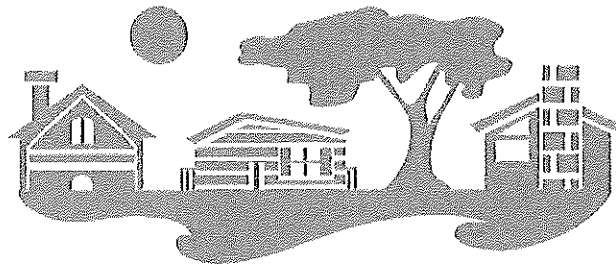
# Association of Summer Villages of Alberta

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## MARK YOUR CALENDARS

Every year in October, the Association of Summer Villages of Alberta (ASVA) holds its Annual Conference and Annual General Meeting (AGM).

**2026 - ASVA's Annual Conference and Annual General Meeting is Scheduled For  
October 15 & 16, 2026,  
Watch for Upcoming Details....**



# Association of **SUMMER VILLAGES** OF ALBERTA

Thank-you to those that have already provided their count.

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As a participant in CRASC's ARB program, please be advised that your council is required to appoint the ARB Officials for 2026, as listed below:

(As per MGA section 454)

ARB Chairman - Raymond Ralph

Certified ARB Clerk - Gerryl Amarin

Certified Panelists - Darlene Chartrand  
Sheryl Exley  
Tina Groszko  
Richard Knowles  
Marcel LeBlanc  
Roland Merkosky  
Raymond Ralph

Some of you have already requested this information.

If you have any questions concerning this request, please do not hesitate to contact me.

780 297 8185

Have a great week!

**Gerryl Amarin, CPA | Manager, Finance Officer**

Capital Region Assessment Services Commission (CRASC)  
11810 Kingsway Avenue  
Edm AB T5G 0X5  
Direct: 780 297 8185



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# Municipal Website Pricing Plans



All pricing is an annual cost with a 3 year commitment. There are no additional up-front or startup costs. Plus, a website redesign is included with each contract renewal, so your website will always be fresh!

## Step 1: Select Your Plan

Basic	\$1,950	Essentials	\$3,250	Plus	\$4,950
<b>Select Plan</b> <input type="checkbox"/> Loop CMS & Training <input type="checkbox"/> News <input type="checkbox"/> Events Calendar Page Manager Photo Galleries File Manager <input type="checkbox"/> Emergency Notices \$500 Polls \$500 <input type="checkbox"/> Business Directory \$500 <input type="checkbox"/> Quick Links \$500 Social Media \$500 Activity Logging / Version Control \$500 Form Builder \$1,000 Public Event Submissions \$500 Meetings Module \$500 Tax Calculator \$500 Vaults (Secure Council Pages) \$500		<b>Select Plan</b> <input type="checkbox"/> Loop CMS & Training <input type="checkbox"/> News <input type="checkbox"/> Events Calendar Page Manager Photo Galleries File Manager <input type="checkbox"/> Emergency Notices \$500 Polls \$500 <input type="checkbox"/> Business Directory \$500 <input type="checkbox"/> Quick Links \$500 Social Media \$500 Activity Logging / Version Control \$500 Form Builder \$1,000 Public Event Submissions \$500 Meetings Module \$500 Tax Calculator \$500 Vaults (Secure Council Pages) \$500		<b>Select Plan</b> <input type="checkbox"/> Loop CMS & Training <input type="checkbox"/> News <input type="checkbox"/> Events Calendar Page Manager Photo Galleries File Manager <input type="checkbox"/> Emergency Notices \$500 Polls \$500 <input type="checkbox"/> Business Directory \$500 <input type="checkbox"/> Quick Links \$500 Social Media \$500 Activity Logging / Version Control \$500 Form Builder \$1,000 Public Event Submissions \$500 Meetings Module \$500 Tax Calculator \$500 Vaults (Secure Council Pages) \$500	

## Step 2: Select Your Website Style

Pre-Designed Theme	Included	Website Custom Design	\$6,000 - 10,000
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## Step 3: Select Your Additional Features

<input type="checkbox"/> Report a Problem System	\$4,750	<input type="checkbox"/> Site Search Engine	\$575
<input type="checkbox"/> Integrated Staff & Department Directory	\$500	<input type="checkbox"/> Trail Maps	\$1,500
<input type="checkbox"/> HR - Job Postings	\$500	<input type="checkbox"/> Lot Maps	\$1,500
<input type="checkbox"/> HR - Applicant Tracking	\$2,000	<input type="checkbox"/> Videos	\$500
<input type="checkbox"/> Tenders	\$500	<input type="checkbox"/> Redirects	\$500
<input type="checkbox"/> Waste Collection	\$500	<input type="checkbox"/> Projects Module	\$1,250
<input type="checkbox"/> Snow Removal	\$500	<input type="checkbox"/> Active Directory for User Management	\$500

## Step 4: Select Your App

<input type="checkbox"/> Unified App	\$1,750	<input type="checkbox"/> Standalone App	\$4,950
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\*Online payment fees are 4-5% + 35 cents per transaction.

- available in the app  
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## MUNICIPAL ACCESS AGREEMENT

This Municipal Access Agreement (“**Agreement**”) is effective this **18th** day of **June, 2026** (the “**Effective Date**”)

**B E T W E E N:**

**Lemalu Holdings Ltd. dba MCSnet**  
a corporation having a business address at  
**PO Box 98, 4810 50th Ave, St. Paul, Alberta, T0A 3A0**  
(the “**Company**”)

- and -

**Summer Village of Birch Cove, a Summer Village in Alberta, Canada**  
(the “**Municipality**”)

(each, a “**Party**” and, collectively, the “**Parties**”)

**WHEREAS** the Company is a “telecommunications common carrier” (“**Carrier**”) as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“*Telecom Act*”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);

**AND WHEREAS** in order to operate as a Carrier, the Company requires to construct, maintain and operate its transmission facilities including wires, fibre optic cables, ducts, conduits, manholes, and other accessories, structures and equipment (collectively, the “**Facilities**”) on, over, under or along (“**Within**”) highways, streets, road allowances, lanes, bridges and via ducts and poles under the jurisdiction of the Municipality (collectively “**Rights-Of-Way**”) or other public places as agreed to by the Parties;

**AND WHEREAS** pursuant to subsection 43(3) of the *Telecom Act*, the Company requires the Municipality’s consent to construct its Facilities Within the Rights-Of-Way and the Municipality is willing to grant the Company a non-exclusive right to access and use the Rights-Of-Way; provided that such use will not unduly interfere with the public use and enjoyment of the Rights-Of-Way;

**AND WHEREAS** the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

**NOW AND THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

### **1. MUNICIPALITY’S CONSENT FOR COMPANY USE OF RIGHTS-OF-WAY**

**1.1 Consent to Use Rights-Of-Way.** The Municipality hereby consents to the Company using the Rights-Of-Way for the purpose of constructing, operating and maintaining or removing any or all of the Facilities (which activities are hereinafter referred to as the

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## MUNICIPAL ACCESS AGREEMENT

“Work”), subject to the terms and conditions of this Agreement set forth and in accordance with all federal and provincial and municipal statutes, bylaws and regulations pertaining to the application and use of the Rights-Of-Way and the Facilities.

### 2. CONDITIONS OF CONSENT AND MANNER OF WORK

2.1 **Plans and Permits.** The Company shall not excavate, break up or otherwise breach the surface of any Rights-Of Way for the purpose of Work Within the Rights-Of-Way without first:

- (a) Providing plans to the Municipality’s Chief Administrative Officer or the person or entity designated by the Chief Administrative Officer or the Municipality as the person or entity responsible for administering and overseeing Rights-Of-Way within the jurisdiction of the Municipality (hereinafter referred to as “**Chief Administrative Officer**”), setting out the location of the Facilities Within the Rights-Of-Way; and
- (b) Obtaining the written consent of the Chief Administrative Officer with regards to the proposed location of the Facilities Within the Rights-Of-Way (each written consent under this Agreement is referred to as a “**Permit**”).

2.2 **Other Municipal Permits and Information Requirements.** The Company shall provide all required information and obtain all required municipal construction and/or other permits normally required by the Municipality in the circumstances, prior to commencing any Work.

2.3 **Permit Approval Process.** Once plans referenced in Section 2.1 have been provided to the Chief Administrative Officer, the Chief Administrative Officer shall respond within ten (10) days of receiving the Company’s request for a Permit with: (1) notice that the Permit is approved; or (2) notice that the Permit has not been approved and the reasons why the application is denied, together with any instructions on remedial action that the Company can take to obtain the requested Permit upon reapplying.

2.4 Notwithstanding Section 2.1:

2.4.1 **No Permit Requirement in Emergencies.** In the event of an emergency situation where immediate action must be taken to preserve the environment, public health, safety or a service of either of the Parties (“**Emergency**”), the Company may proceed to take such action without a Permit as is strictly necessary to end the Emergency, including the excavation, break up or breach of the surface of a Rights-Of-Way, provided that in any such case the Company will notify the Chief Administrative Officer as soon as practicable following the resolution of the Emergency, and in any event, by the next business day.

2.4.2 **No Permit Requirement for Routine Work and Planned Maintenance.** The Company may carry out maintenance, field testing, subscriber connections and installation and removal of Facilities without a Permit or advance written notice to the Municipality provided that these activities are consistent with the maintenance plan referenced below in Section 2.5, and do not result in the breaking up of the physical surface of the Rights-Of-Way without the Municipality’s prior written consent. The Company shall provide prior written notice to the Municipality of any maintenance of Facilities Within

## MUNICIPAL ACCESS AGREEMENT

Rights-Of-Way other than activities that are consistent with the maintenance plan referenced in Section 2.5.

- 2.5 Maintenance Plan.** The Company shall prepare a maintenance plan, or any changes to the previous maintenance plan of the Company, in respect to any Facilities located within the Rights-Of-Way, and file it with the Municipality prior to the beginning of each calendar year in which the maintenance is contemplated.
- 2.6 Work Conditions.** All Work conducted by the Company Within the Rights-Of-Way is subject to the following conditions:
- (a) The Work shall conform to all applicable federal, provincial and municipal laws, bylaws, or other applicable regulations or enacted requirements, as well as the terms of any authorizations granted by the Chief Administrative Officer and / or the Municipality and the provisions of this Agreement;
  - (b) All Work shall be conducted and completed to the reasonable satisfaction of the Chief Administrative Officer;
  - (c) After completion of the Work, the Company shall notify the Municipality of completion and shall leave the Rights-Of-Way in substantially the same condition it was in before such work was undertaken by the Company and to the reasonable satisfaction of the Chief Administrative Officer. The Municipality may inspect the Rights-Of-Way upon completion of Work by Company. If the Company fails to take steps to repair and restore any such surface to the reasonable satisfaction of the Chief Administrative Officer within five (5) days of being notified by the Municipality (with a target for completion of the work being thirty (30) days from the time of being notified by the Municipality), the Municipality may affect such repairs and charge the cost incurred by the Municipality and related thereto to the Company;
  - (d) The Company agrees that it shall at its own expense procure and carry or cause to be produced and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any Work;
  - (e) The Company and its officers, employees, agents, contractors and invitees shall conform to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations. The Municipality may upon twenty-four (24) hours written notice to the Company or sooner if in the reasonable view of the Municipality the likelihood of harm to persons is imminent, suspend work performed by or on behalf of the Company Within the Rights-Of-Way where conditions exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance is eliminated;
  - (f) The Work shall be performed in a manner that safeguards and protects all other support structures; transmission lines, equipment, facilities and improvements of any kind present in the Rights-Of-Way;
  - (g) The Company shall use reasonable efforts to schedule Work and share alignments and support structures with third party service providers occupying or using the

## MUNICIPAL ACCESS AGREEMENT

Rights-Of-Way, with the intent of minimizing the necessity for road cuts, construction and the placement of support structures in the Rights-Of-Way;

- (h) The Company shall notify the Municipality of any damage caused by the Company in connection with the Work, Facilities or enjoyment of its right to occupy and use alignment under this Agreement, and thereafter repair such damage at its own cost;
- (i) The Municipality may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety or any circumstances beyond its control. In such circumstances, the Municipality shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Municipality shall advise the Company immediately that it can resume the Work; and
- (j) All buried facilities shall be at a depth specified by the Company, or as specified by the Municipality in writing with respect to a related permit application. All Work will be completed in accordance with design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

### 3. PROPERTY RIGHTS

3.1 *No Property Rights.* The Parties acknowledge and agree that:

- (a) The use of the Rights-Of-Way under this Agreement shall not create nor vest in the Company any ownership or property rights in the Rights-Of-Way; and
- (b) The placement of the Facilities Within the Rights-Of-Way shall not create or vest in the Municipality any ownership or property rights to the Facilities.

### 4. REPRESENTATIONS AND WARRANTIES

4.1 *Representations and Warranties of Company.* The Company represents and warrants that:

- (1) The Company shall not suffer or permit any lien to be filed or registered against any Rights-Of-Way;
- (2) Unless otherwise agreed in writing by the parties, the Municipality has made no representations or warranties as to the state of repairs of the Rights-Of-Way or the suitability of the Rights-Of-Way for any business, activity or purpose whatsoever and the Company hereby agrees to take the Rights-Of-Way on an "as is" basis; and
- (3) The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the Rights-Of-Way, including, without limitation, any liability for the clean-up,

## MUNICIPAL ACCESS AGREEMENT

removal or remediation of any hazardous substance, including without limitation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law ("**Hazardous Substance**"), on or under the Rights-Of-Way that result from:

- i. the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the Rights-Of-Way; or
- ii. any Facilities brought or placed Within the Rights-Of-Way by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the Municipality or those for which it is responsible in law.

**4.2 Representations and Warranties of Municipality.** The Municipality represents and warrants to Company that:

- (1) It has jurisdiction and the authority to grant access to Rights-Of-Way; and
- (2) the terms of this Agreement are not inconsistent with the terms of any bylaw, rule or regulation of the Municipality as of the date that the Agreement is executed by Municipality.

## 5. EMERGENCIES

**5.1 Company Rights in an Emergency.** In the event that the Company experiences an Emergency, the Company shall be permitted, provided that the Company gives notice to the Municipality as soon as reasonably practicable, to perform such remedial Work as is reasonably necessary to restore its services.

**5.2 Municipality Rights in an Emergency** In the event that the Municipality experiences an Emergency, the Municipality shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Facilities, having regard to the nature of the Emergency. Notwithstanding the foregoing, the Municipality may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment, and the Company shall pay the Municipality's reasonable costs that are directly attributable to the presence of the Facilities in the Rights-Of-Way.

**5.3 Emergency Relocation.** Where relocation is necessary as a result of an Emergency, the Company shall take all steps to avert unnecessary damage or undertake such temporary or permanent relocation as agreed by the Municipality. If the Facilities must be relocated and the Company refuses or is unable to relocate the Facilities, the Municipality may undertake the relocation and charge all reasonable expenses to the Company.

## MUNICIPAL ACCESS AGREEMENT

- 5.4 **Company Emergency Contacts.** The Company shall provide to the Chief Administrative Officer a list of 24-hour emergency contact personnel and shall make its best effort to ensure that the list is always current.
- 5.5 **Municipality and Key Third-Party Emergency Contacts.** The Municipality shall provide to the Company a list of 24-hour emergency contact personnel for both its own personnel and those of other third parties, including utility service providers, utilizing any Rights-Of-Way and shall make its best effort to ensure that the list is always current.
- 5.6 **Location of Facilities.** In the event of an emergency, the Company shall at no cost to the Municipality, provide locations of Facilities as soon as possible, and in any event, no later than 4 hours after receiving such request from the Municipality.

### 6. AS-BUILT DRAWINGS

- 6.1 **Drawings Provided by Company.** The Company shall provide "as built" drawings, in electronic form or such other form that is acceptable to the Municipality, as soon as possible, and in any event, within two (2) months of completion the construction of Facilities on any Rights-Of-Way.
- 6.2 **Drawings are Protected.** The "as built" drawings must be protected by the Parties through reasonable measures and must not be shared beyond those who require it for municipal planning purposes, nor must they be used for any other purpose or combined with other information.

### 7. RELOCATION

- 7.1 **Municipality Request for Facilities Relocation.** The Municipality may request that the Company relocate Facilities within the Rights-Of-Way if such relocation is necessary for compliance with municipal, provincial or federal safety standards or to accommodate any necessary repair or upgrade of the Municipality's facilities or support structures. The Municipality must provide the Company no less than one hundred and twenty (120) days' advance written notice for relocation of the Company's Facilities. The Municipality's notice to Company must specify (i) the Facilities that must be relocated; (ii) proposed alternate routes for the Facilities affected by the relocation to ensure uninterrupted service to the Company's customers; and (iii) reasons for relocation.
- 7.2 **Cost of Relocation.** Subject to Section 7.3, the responsibility for the cost of Municipality initiated Facilities relocation shall be allocated as follows:
- (a) If the relocation is conducted within five (5) years from the date that the Municipality granted the Permit for the Facilities Within the Rights-Of-Way that would be subject to relocation, the Municipality shall be responsible for 100% of the relocation costs for the affected Facilities;
  - (b) If the relocation is conducted after five (5) years from the date that the Municipality granted the Permit for the Facilities Within the Rights-Of-Way that would be subject to relocation, the Municipality shall be responsible for 20% of the relocation costs for the affected Facilities;

## MUNICIPAL ACCESS AGREEMENT

- (c) If the relocation is conducted after nine (9) years from the date that the Municipality granted the Permit for the Facilities Within the Rights-Of-Way that would be subject to relocation, all costs for relocation shall be the responsibility of the Company.
- 7.3** *Company not Responsible for Cost of Certain Relocations.* The responsibility for costs for relocation of Facilities not provided for by Section 7.1 including but not limited to beautification projects or projects initiated to provide concessions to third parties, will be the sole responsibility of the Municipality or the third party.
- 7.4** *Company Failure to Relocate.* If the Company fails to complete the relocation of the Facilities in accordance with Section 7.1, the Municipality may, at its sole option, complete such relocation. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative fee of fifteen percent (15%) of such cost. The Municipality will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.
- 7.5** *Permits for Relocation.* The Municipality shall provide all Permits for relocation of the Company's Facilities. In the event that the relocation or any part thereof requires other approvals or permits from the Municipality or a third party, the Municipality will assist the Company in obtaining such permits and approvals.
- 7.6** *Relocations Must be Cost-Effective.* When relocating Facilities pursuant to this Article 7 of the Agreement, the Parties shall agree to a cost-effective relocation plan. Neither Party shall insist on aspects of a relocation plan including the new location of Facilities if there are less expensive and more practical alternate solutions.
- 8. FEES**
- 8.1** *Fees.* The Company covenants and agrees to pay to the Municipality a one-time fee of \$250 plus applicable taxes for each Permit that the Company requires in connection with the Work.
- 8.2** *Other Fees.* Except as otherwise set out in the Agreement, the Company shall not be obligated to pay the Municipality any other fee for the use and occupancy of the Rights-Of-Way.
- 8.3** *Invoices.* Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable taxes. The Parties agree that all payments shall be made in full by no later than thirty (30) days after the date that the invoice is received.
- 8.4** *Utilities.* Unless otherwise agreed in writing by the Parties, the Company shall be responsible for the cost of all utilities consumed in the operation of Facilities.

## MUNICIPAL ACCESS AGREEMENT

### 9. TERM AND TERMINATION

9.1. **Initial Term and Renewal.** This Agreement shall have an initial term of twenty (20) years (the “**Initial Term**”) commencing on the Effective Date and shall be renewed automatically for successive ten (10) year terms (each a “**Renewal Term**”) at the conclusion of the Initial Term or a Renewal Term (together, the Initial Term and all Renewal Terms are referred to as the “**Term**”), unless:

- (a) the Agreement is terminated by either Party in accordance with the Agreement; or
- (b) Municipality delivers notice of non-renewal to Company at least ninety (90) days prior to the expiration of the Term.

9.2. **Termination for Material Breach.** Either Party (“**Non-Defaulting Party**”) may terminate this Agreement without further obligation to the other Party (“**Defaulting Party**”), upon providing at least five (5) days’ notice in the event of a material breach of this Agreement by the Defaulting Party after notice thereof and failure of Defaulting Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of Non-Defaulting Party, it is not possible to remedy or cure the breach within such thirty (30) day period, but it is possible to cure it thereafter, then Defaulting Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the Non-Defaulting Party, and Non-Defaulting Party may not terminate the Agreement, unless Defaulting Party has failed to remedy its breach by the end of the stipulated period in which case such termination may take place on five (5) days’ notice.

9.3. **Additional Termination Rights of Municipality.** The Municipality may terminate this Agreement by providing the Company with at least five (5) days’ written notice in the event that:

- (1) the Company: (i) becomes insolvent or bankrupt; (ii) ceases doing business in the ordinary course; (iii) appoints, or has appointed for it, a receiver or trustee in bankruptcy; (iv) makes an assignment or takes any other action for the benefit of its creditors; (v) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) calendar days without being dismissed; or (vi) is wound up or dissolved;
- (2) the Company assigns or transfers this Agreement or any part thereof other than in accordance with the Agreement; or
- (3) the Company ceases to be eligible to operate as a Carrier.

9.4. **Termination by Company.** Company may terminate the Agreement at any time by providing written notice to Municipality.

9.5. **Removal of Facilities.** Where the Agreement is terminated in accordance with the Agreement, the Company shall, within a reasonable period of time as agreed to by the Parties, act as follows:

- (a) Remove Facilities from the Rights-Of-Way;

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## MUNICIPAL ACCESS AGREEMENT

- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a third Party, (collectively “**Abandoned Underground Structures**”);
- (c) Where, in the reasonable opinion of the Chief Administrative Officer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the Rights-Of-Way in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the Rights-Of-Way for said project commences, remove the Abandoned Underground Structures therein.
- (d) Upon removal of the Facilities or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected Rights-Of-Way to the condition in which they existed prior to the removal or making safe. If the Company fails to remove such Facilities and restore the Rights-Of-Way within the reasonable period of time agreed upon by the Parties and to the satisfaction of the Chief Administrative Officer, the Municipality may complete such removal and restoration and the Company shall pay the associated Municipality’s Costs.

**9.6 Cost of Removing Facilities.** Municipality shall be solely responsible for all costs associated with Company’s removal of Facilities Within Rights-Of-Way resulting from termination of the Agreement by Company due to an uncured material breach of the Agreement by Municipality (Defaulting Party), pursuant to Section 9.2 of the Agreement. In all other circumstances, Company shall be solely responsible for all costs associated with its removal of Facilities Within Rights-Of-Way.

**9.7 Continuing Obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

## 10. INSURANCE

**10.1 Company Insurance.** The Company shall maintain insurance or provide reasonable evidence of self-insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury including death, and for claims from property damage which may arise under this Agreement, including but not limited to the construction, maintenance or operation of the Facilities Within the Rights-Of-Way or any act or omission of the Company employees, servants, agents, licensees or contractors.

**10.2 Insurance Coverage Limits.** In addition to the foregoing, the Company covenants and agrees that:

- (a) The limits of the insurance coverage for liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence; and

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## MUNICIPAL ACCESS AGREEMENT

- (b) The Comprehensive General Liability Insurance shall extend to cover the contractual obligation of the Company as stated within this Agreement.

### 11. INDEMNIFICATIONS

**11.1 *Company Indemnification of Municipality.*** The Company agrees to indemnify, defend and hold harmless the Municipality and its officers, employees, agents, licensees and representatives and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the Company's representations, warranties, or covenants hereunder; or (ii) arises out of the negligence or willful misconduct of the Company.

**11.2 *Municipality Indemnification of Company.*** The Municipality agrees to indemnify, defend and hold harmless the Company and its affiliates (as defined in the Alberta *Business Corporations Act*) and their respective directors, officers, employees, agents and representatives and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the Municipality's representations, warranties, or covenants hereunder; or (ii) arises out of the negligence or willful misconduct of the Municipality.

### 12. LIMITATIONS OF LIABILITY

**12.1 *No Liability for Certain Damages.*** The Parties are not liable for any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this Agreement (including lost profits, anticipated or lost revenue, loss of use of facilities, failure to realize expected savings or any other commercial or economic loss, or any third party claim), whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if the Parties have been advised of the possibility of those damages.

**12.2 *Environmental Liability.*** The Municipality is not responsible for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the Rights-Of-Way, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Municipality or other parties for which it is responsible in law.

### 13. FORCE MAJEURE

Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, epidemic or pandemic; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other

## MUNICIPAL ACCESS AGREEMENT

Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

### 14. CONFIDENTIALITY

The Municipality agrees not to use the confidential information provided by Company, including, but not limited, to information relating to the Facilities, Work and as-built drawings or such other information as the Company considers to be of a competitive nature respecting the Company's customers, Facilities, network, material and business operations ("**Confidential Information**") for any purposes other than performance of this Agreement. The Municipality shall protect the confidentiality of the Confidential Information using at least the same confidentiality standards that the Municipality applies to protect its own confidential information, which, in any event, shall be not less than a reasonable standard of care. The Municipality shall not disclose any Confidential Information to any third party unless Company consents to such disclosure in writing or if Municipality is otherwise required to disclose the Confidential Information in accordance with applicable laws and then only if the Municipality has provided Company with written notice of this requirement.

### 15. DISPUTE RESOLUTION

**15.1 General.** The Parties hereby acknowledge and agree that: (1) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms; and (2) it is the intention of the Parties that all Disputes (as defined in Section 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense.

**15.2 Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement ("**Dispute**") promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between a senior officer, in the case of the Company, and the Chief Administrative Officer, in the case of the Municipality. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

**15.3 Continued performance.** Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Article 14.

### 16. NOTICES

All notices necessary under this Agreement shall be given in writing, and either delivered personally, by mail postage-prepaid and return receipt requested, or sent by a courier that records delivery information or by e-mail addressed using the contact information set out below or

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## MUNICIPAL ACCESS AGREEMENT

addressed using such other contact information as one Party advises the other by way of a written notice provided in accordance with this Article 15. Notices, if personally delivered, will be deemed to have been received the same day, or if sent by express courier, will be deemed to have been received upon delivery, as indicated in the express courier's record of delivery. Notices delivered by e-mail shall be considered to have been received by the date and time that the email leaves the sender's information system, as evidenced by the time stamp recorded by the sender's information system. Delivery of notices after 4:00 p.m. Mountain Standard Time or Mountain Daylight Savings Time, as applicable, at the address being served constitutes delivery the following "Business day", being Monday through Friday, excluding all federal and provincial statutory holidays in the province of Alberta. Notices sent by mail shall be deemed to have been received on the fifth (5th) business day after posting. Neither party shall use the mail to provide a notice to the other in the event of an actual or apprehended disruption to the postal service due to a labour dispute or otherwise.

In the case of notices to Company, contact information shall be as follows:

By Mail: Lemalu Holdings Ltd. dba MCSnet  
c/o Jerome VanBrabant  
PO Box 98, 4810 50th Ave  
St-Paul, Alberta, T0A 3A0

By Email: Jerome@corp.mcsnet.ca

Copies of all notices to Company must also be sent, using the same method of transmission to Company, to counsel for Company using the following contact information:

By Mail: Tacit Law  
c/o Christopher Copeland  
Barrister & Solicitor  
PO Box 24210 RPO Hazledean  
Kanata, Ontario, K2M 2C3

By Email: cjpgcopeland@tacitlaw.com

In the case of notices to Municipality, contact information shall be as follows:

By Mail: Summer Village of Birch Cove  
c/o Wendy Wildman, CAO  
Box 8  
Alberta Beach, AB T0E 0A0

By Email: cao@birchcove.ca

### 17. GENERAL

## MUNICIPAL ACCESS AGREEMENT

**17.1 *Entire Agreement.*** This Agreement constitutes the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

**17.2 *Gender and Number.*** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

**17.3 *Interpretation.*** The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to an article, section, subsection or schedule are to the specified article, section or subsection of or schedule to this Agreement. Where the word "including" or "includes" is used in this Agreement it means "including (or includes) without limitation as to the generality of the foregoing".

**17.4 *Currency.*** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

**17.5 *Assignment.*** This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, Company shall have the right to assign this Agreement to an Affiliate without the consent of Municipality, provided that: (i) it is not in material breach of this Agreement; (ii) it has given prompt written notice to Municipality; and (iii) any assignee agrees to be bound by the terms and conditions of this Agreement.

**17.6 *Parties to Act Reasonably.*** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

**17.7 *Amendments.*** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.

**17.8 *Survival.*** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to limitation of liability, indemnification and the making of any and all payments for amounts that became due prior to the termination of the Agreement.

**17.9 *Choice of law / Venue.*** The Parties agree that the substantive laws of the Province of Alberta, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. The Parties consent to the exclusive personal jurisdiction of and venue in a court located in Edmonton, Alberta for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this Agreement.

**17.10 *Waiver.*** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies.

## MUNICIPAL ACCESS AGREEMENT

The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

**17.11 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

**17.12 Inurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

**17.13 Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.

**17.14 Language.** The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les Parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

### LEMALU HOLDINGS LTD. DBA MCSNET

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

Name: Jerome VanBrabant

Title: Chief Project Officer

### SUMMER VILLAGE OF BIRCH COVE

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

Name: Wendy Wildman

Title: CAO

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April 17, 2026

By Email: (original to remain on file)

Summer Village of Birch Cove  
Box 8  
Alberta Beach AB T0E 0A0

Attention: Wendy Wildman

**Re: Summer Village of Birch Cove  
Tax Arrears Recovery on Land – Notifications Registered 2026**

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We are pleased to provide you with our interim report regarding tax arrears recovery proceedings on behalf of the Summer Village of Birch Cove.

Initially we sent out pre-notice letters with respect to 3 roll numbers. Following expiration of the payment deadline, we registered a tax recovery notification against 3 roll numbers and forwarded a copy of the Tax Arrears List to the Unclaimed Property Program. The municipality has provided TAXervice with confirmation that a copy of the Tax Arrears List related to land has been posted within the municipal office. TAXervice has sent notice, as required by the Municipal Government Act, to each property owner advising that the tax arrears list has been prepared and sent to the Registrar.

Alberta Land Titles is required to send a notice, no later than August 1, 2026, to the owner(s) of the parcel of land, to any person who has an interest in the parcel, and to each owner of an encumbrance as shown on the Certificate of Title. The notice will state that if the tax arrears are not paid by March 31, 2027, the Municipality will offer the parcel for sale at public auction, and the Municipality may become the owner of the parcel if it is not sold at public auction.

Following registration of the tax recovery notification against title, property owners are prohibited from removing improvements from the property, unless the Municipality consents. In order for a property to be removed from tax recovery proceedings, all arrears (including 2025), penalties and costs must be paid in full. On January 1, 2027, the 2026 taxes will become arrears and will be added to the amount required to remove the property from tax recovery proceedings.

This now completes the first phase of tax recovery proceedings. We ask that you continue to advise us of any payments and/or redemptions. We will attend to preparation and registration of the discharge of tax notification as necessary.

We encourage you to forward any inquiries pertaining to the tax recovery process to our office. We will advise property owners to contact the Municipality for an updated total amount owing to redeem the property from tax recovery proceedings.

P.O. Box 1502, Swan River, MB R0L 1Z0 • Tel: 1.877.734.3113 • Fax: 1.877.734.1050 • [www.taxervice.com](http://www.taxervice.com)

property tax arrears recovery management

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Beginning April 1, 2027, we will commence the second phase of tax recovery proceedings. Our phase two fees will be added and all relevant disbursements. We will begin proceedings by sending a Pre-Auction Notice from our office advising property owners of the imminent auction.

We thank you for the opportunity to assist you thus far with your tax arrears recovery. We are continually looking for ways to improve our service. Should you have any comments or suggestions, we would be pleased to hear from you.

Yours truly,  
TAXervice

*Angela M*

Angela M  
Senior Account Manager  
AngelaM@taxervice.com



Association of  
**SUMMER VILLAGES**  
OF ALBERTA

## **ASVA Quarterly Update**

2026/06/12

### **Advocacy Updates:**

Thank you to everyone who took part in the ASVA Aquatic Invasive Species (AIS) letter-writing campaign. Several summer villages have received responses from Ministers. In those replies, Environment and Protected Areas (EPA) reiterated its commitment to implementing the AIS Task Force recommendations and strengthening Alberta's AIS prevention and response framework. EPA reported that it is increasing watercraft inspection stations from 11 to 12 by adding a site at the Chief Mountain Border Crossing, continuing to deploy the roving crew, and adding two conservation K9 teams to restore the full complement of three. EPA has also advanced all seven AIS Task Force recommendations, including:

- Exploring alternative funding to stabilize AIS program budgets;
- Launching Canada's first pilot dip tank technology for hot-washing watercraft;
- Requiring mandatory inspections for all watercraft entering Alberta from the eastern or southern borders;
- Advocating for additional aquatic pesticide registrations in Canada to strengthen response efforts when needed.

ASVA has asked Municipal Affairs to revise Municipal Indicators 11 and 12 and to exempt Summer Villages from Municipal Indicator 13 (Interest in Municipal Office). Most Summer Villages would otherwise trigger Indicator 13 because many councils were acclaimed. In ASVA's view, this reflects strong governance and resident support for current council members; if there were governance concerns, more candidates would likely run for office.

### **Communication Updates:**

ASVA is working with the Alberta Municipal Data Sharing Partnership (AMDSP) on Next Generation 9-1-1 (NG9-1-1) and with 11 non-compliant Summer Villages. Under the AMDSP membership agreement, each member must review or update its data at least once a year.

Resolutions for the 2026 AGM are now being accepted. Please coordinate with Executive Director Kathy Krawchuk to submit your resolutions.



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### **Education Updates:**

The May 5 CAO Focus Group was well attended and included updates on the Access to Information Act and Protection of Privacy Act (ATIA/POPA), website rebranding, and ASVA's submission on the Local Authority Election Act (LAEA).

ASVA distributed POPA Privacy Management Program (PMP) templates and a bylaw template to members. Thank you to the Summer Village of Rochon Sands for sharing these documents.

### **Summer Village Highlights:**

The ten Summer Villages of Pigeon Lake did a mock emergency scenario to determine if a State of Local Emergency (SOLE) is required. This exercise was very informative, and it was interesting to hear why municipalities would or would not declare a SOLE.

The Summer Village of Island Lake is currently digitizing all files and moving to electronic records management; along with a bridge replacement and transitioning to cloud ERP software.

The Summer Village of Val Quentin highlights include:

- FireSmart Community Cleanup May 30, 2026
- 9th Annual Picnic in the Park July 11, 2026
- DRAS Water Application underway for Shoreline Weeded Cleaning
- Asset Management Plans nearing completion for 10 Summer Villages and Village of Alberta Beach
- Climate Ready Infrastructure Service Project for Lac Ste Anne Trail proceeding with CRIS Federal Grant Funding
- Regional Emergency Management Functional Exercise being planned for September 2026 - in collaboration with Lac Ste Anne County and Ste Anne Regional Emergency Management Partnership (SVREMP) using FRIAA Grant funding.
- Implementation of POPA /ATIA with a huge shoutout to Rochon Sands and ASVA for all the support with these templates



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Peace River*

AR122263

May 26, 2026

Dear Chief Elected Officials:

While most oil and gas companies pay their property taxes promptly, the Government of Alberta recognizes the ongoing challenges unpaid oil and gas property taxes pose for municipalities, particularly in rural areas.

In response, the Government of Alberta recently partnered with the Rural Municipalities of Alberta and municipal and industry stakeholders through the Property Tax Accountability Strategy (PTAS) Working Group to develop recommendations to address this issue. The final report was released on March 16, 2026, and is available at <https://open.alberta.ca/publications/property-tax-accountability-strategy-final-report>.

Alberta is taking the report's recommendations under consideration with the intent of responding with an actionable set of regulatory, administrative, and system-level improvements to promote oil and gas industry property tax compliance and municipal tax recovery.

As part of these considerations, I am pleased to announce the Provincial Education Requisition Credit (PERC) and the Designated Industrial Requisition Credit (DIRC) programs are approved for a three-year extension through 2028. This extension aligns with recommendation 12 of the PTAS report and will provide continued support to municipalities, while PTAS recommendations are examined.

Key details of the program extension include:

- continued eligibility of uncollectable education property taxes and designated industrial requisition amounts retroactive to the 2015 tax year, with credits to be considered up to and including the 2028 tax year; and
- an increase in the annual PERC program cap to \$7 million, reflecting the growing level of claims in recent years.

Our government is committed to a practical and balanced approach and will continue to work collaboratively with municipalities, industry, and partners to identify opportunities to streamline the PERC/DIRC programs, strengthen tax recovery tools, and improve program delivery.

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Thank you for your continued collaboration and partnership as we work together to address the challenges created by uncollectable property taxes.

Sincerely,

A handwritten signature in black ink, consisting of stylized, overlapping loops and a horizontal line extending to the right.

Dan Williams, ECA  
Minister

cc: Chief Administrative Officers

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# Summer Village of Birch Cove

Report to Council

**Meeting:** June 18, 2026 - Regular Council Meeting

**Originated By:** Tony Sonnleitner, Development Officer, Summer Village of Birch Cove

**Development Permits:** **26DP01-43**  
Plan 082 4811, Block 2, Lot 8A – 23 Spruce Road

Construction of an Addition to, and Renovation of, an exiting Detached Dwelling (18.6 sq. m.).

**Letters of Compliance:** **None**

**Enforcement:** **None**

Regards,

Tony Sonnleitner, Development Officer