#### **AGENDA**



#### REGULAR MEETING of COUNCIL MYRNA NOYES COMMUNITY HALL 63 Lakeshore Drive, SANDY BEACH, AB May 16<sup>th</sup>, 2024 @ 7PM.

May 16<sup>th</sup>, 2024 @ 7PM.

Respectfully acknowledging Treaty 6 Territory, also traditional lands of First Nations and Métis people.

	and Metris people.	
1.0	CALL TO ORDER	Action
2.0	ACCEPTANCE OF AGENDA	Action
3.0	APPROVAL OF MINUTES  A. April 18 <sup>th</sup> , 2024 Regular Council Meeting Minutes ( <i>approve</i> );	Action
4.0	DELEGATIONS	
BUS	SINESS	
5.0	BUSINESS ARISING	
	<ul><li>A. Wastewater Treatment Agreement Onoway (info);</li><li>B.</li><li>C.</li><li>D.</li></ul>	Action Action Action Action
6.0	DEVELOPMENT MATTERS	
7.0	NEW BUSINESS A. B.	Action Action
REF	PORTS & Information	
8.0	COUNCILLOR REPORT(S) (one motion to accept all)  A. Mayor Report  B. Deputy Mayor Report  C. Councillor Report	Info/Action Info/Action Info/Action
9.0	<ul> <li>CAO REPORT(S)</li> <li>A. Accounts Payable List (Year to Date) (accept info);</li> <li>B. Action Items List (accept info);</li> </ul>	Info/Action Info/Action
10.0	CORRESPONDENCE  A. accept as information all presented;	Action
NEX	CT MEETING 20 <sup>th</sup> June 2024	
ADJ	JOURNMENT	Action

#### **COUNCIL MEETING MINUTES**



Summer Village of Sandy Beach

April 18th, 2024 at 7 pm. Myrna Noyes Community Hall 63 Lakeshore Drive, Sandy Beach, AB

**IN ATTENDANCE** Denise Lambert, Mayor (regrets)

Michael Harney, Deputy Mayor (Chair)

John Hellings, Councillor

Rudolf Liebenberg Chief Administrative Officer

1.0 CALL TO ORDER Deputy Mayor Michael Harney called the meeting to order at 7.00 PM.

2.0 ACCEPTANCE MOVED by Councillor John Hellings that the agenda be

OF AGENDA approved as presented and amended:

Res. # 042 - 24 **CARRIED** 

Item 7B Additions - Lakeshore Drive Steet 8 encroachments:

3.0 APPROVAL OF

MINUTES

Res. # 043 - 24

MOVED by Deputy Mayor Michael Harney that the attached

minutes of the Regular Council Meeting March 21st, 2024 be

approved as presented and printed.

4.0 DELEGATIONS none

#### 5.0 BUSINESS ARISING

A. **Operating BUDGET 2024** 

Res. # 044 – 24 MOVED by Deputy Mayor Michael Harney that Council receive, accept, and approve the operational budget for 2024 as presented in writing by CARRIED

Administration.

Capital BUDGET 2024

Res. # 045 - 24 MOVED by Councillor John Hellings that Council receive, accept and

> approve the capital budget for 2024 as presented in writing by **CARRIED**

Administration.

B. Property TAX BYLAW 01-2024

Res. # 046 - 24 MOVED by Deputy Mayor Michael Harney that Council gives first reading

> to Bylaw No. 01-2024. **CARRIED**

Res. # 047 - 24 MOVED by Councillor John Hellings that Council gives second reading to

> Bylaw No. 01-2024. **CARRIED**

Res. # 048 – 24 MOVED by Deputy Mayor Michael Harney that Council gives agreement to

consider third and final reading of Bylaw No. 01-2024.

UNANIMOUSLY CARRIED

Res. # 049 - 24 MOVED by Councillor John Hellings that Council gives third and final

reading to Bylaw No. 01-2024. **CARRIED** 

**CARRIED** 

#### **COUNCIL MEETING MINUTES**



April 18<sup>th</sup>, 2024 at 7 pm. Myrna Noyes Community Hall 63 Lakeshore Drive, Sandy Beach, AB

<b>C.</b> Res. # 050 – 24	Penalty on unpaid TAXES BYLAW 02-2024  MOVED by Deputy Mayor Michael Harney that Council gives first reading to Bylaw No. 02-2024.  CARRIED
Res. # 051 – 24	MOVED by Councillor John Hellings that Council gives second reading to Bylaw No. 02-2024.  CARRIED
Res. # 052 – 24	MOVED by Deputy Mayor Michael Harney that Council gives agreement to consider third and final reading of Bylaw No. 02-2024.
	UNANIMOUSLY CARRIED
Res. # 053 – 24	MOVED by Councillor John Hellings that Council gives third and final reading to Bylaw No. 02-2024.  CARRIED
<b>D.</b> Res. # 054 – 24	Letters of Support Policy 01-2024  MOVED by Councillor John Hellings that Council receive, accept and approve the Letters of Support Policy 01-2024 as presented here in writing by Administration.  CARRIED

#### **6.0 DEVELOPMENT MATTERS** none

#### 7.0 NEW BUSINESS

A.	Fire Sma	irt F	rojects	<u> 2024</u>						
Res. # 055 – 24	MOVED	by	Deputy	Mayor	Michael	Harney	that	Council	receive	as
	information	on th	ne firesm	art proje	ect written	presenta	ations	<b>3.</b>		

**CARRIED** 

B.	8th Street Lakeshore Drive Encroachment
Res. # 056 – 24	MOVED by Councillor John Hellings that Council receive as information the
	8 <sup>th</sup> Street encroachment issues as presented verbally.

**CARRIED** 

#### **8.0 COUNCILLOR REPORTS**

A. Council reports

Res. # 057 – 24

MOVED by Councillor John Hellings that Council receive and accept as information all the verbal Council reports presented at this meeting.

CARRIED

#### **COUNCIL MEETING MINUTES**



April 18<sup>th</sup>, 2024 at 7 pm. Myrna Noyes Community Hall 63 Lakeshore Drive, Sandy Beach, AB

#### 9.0 CAO REPORTS

Α.

**Financial Statements: March 2024** 

Res. # 058 – 24

MOVED by Councillor John Hellings that Council receive as information the revenue and expense statement, and receive, accept and approve the accounts payable list for March 2024 as presented in writing by Administration.

**CARRIED** 

B.

**Action Item List and CAO Report** 

Res. # 059 – 24

MOVED by Deputy Mayor Michael Harney that Council receive and accept as information the CAO report and action item list for March 2024 as presented in writing by Administration.

CARRIED

#### 10.0 CORRESPONDENCE

Res. # 060 – 24

MOVED by Councillor John Hellings that Council receive as information all correspondence as presented at this meeting.

CARRIED

**ADJOURNMENT** 

Being that the agenda matters had been concluded the meeting was declared adjourned at 8.38 PM by Deputy Mayor Michael Harney.

Mayor
·
Chief Administrative Officer

THIS WASTEWATER SERVICES AGREEMENT dated the	day of	, 20
BETWEEN:		

TOWN OF ONOWAY (referred to as the "Town")

- and -

# LAC STE. ANNE COUNTY SUMMER VILLAGE OF SANDY BEACH SUMMER VILLAGE OF SUNRISE BEACH

(collectively, the "Service Recipients")

#### WASTEWATER TREATMENT SERVICES AGREEMENT

#### WHEREAS:

- **A.** The Town has natural person powers and may provide services within its boundaries pursuant to the *Municipal Government Act*, RSA 2000, c. M-26;
- **B.** The Service Recipients requires the services of the Town for the receipt, treatment and disposal of Wastewater;
- C. The Service Recipients wish to create a regional services commission with each of them being the members of that regional services commission, in which it will take the place of the Service Recipients upon incorporation of the same;
- **D.** the Town has agreed to accept Wastewater which complies with specified substance limitations and has originated from a Parcel of Land within the Service Area.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows.

#### **ARTICLE 1 - DEFINITION**

- 1.1 In this Agreement:
  - (a) "Agreement" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
  - **(b)** "**AEP**" means the Alberta Ministry of Environment and Parks;
  - (c) "Authorized Carrier" means a party that is authorized by the Service Recipients to deliver Wastewater to the Service Recipients' Septage Receiving Stations and which Wastewater originated within the Service Area;
  - (d) "CPI" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the Province of Alberta;
  - (e) "Effective Date" means \_\_\_\_\_\_\_, 20\_\_\_\_\_;
  - (f) "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;

- (g) "Interest Rate" means the rate established by the Town's Water and Sewer Bylaw for late payment;
- **(h)** "Lagoon" means that wastewater lagoon that is owned and operated by the Town;
- (i) "Meter" means any and all device(s) measuring volume of Wastewater;
- (j) "Meter Station" means the facility housing the Meter and is owned and operated by the Service Recipients;
- (k) "Non-Permitted Substance" means any substance at a concentration or mass loading that:
  - (i) is not contemplated by or exceeds the limits found in the Town's permits or approvals issued by AEP, or the Town's permits or approvals issued by AEP;
  - (ii) violates any applicable legislation or regulations in force from time to time; or
  - (iii) is listed as such in **Schedule "B"** hereof or is present in quantities that exceed the parameters listed in **Schedule "B"** hereof;
- (I) "Parcel of Land" has the meaning as defined in the *Municipal Government Act*, RSA 2000, c. M-26;
- (m) "Point of Delivery" means that location where the Meter is located which is of the Meter Station and the septage receiving station located at the Town's Lagoon site;
- (n) "Rates" means the rate setting principles as further set forth in Schedule "A" hereof;
- (o) "Recipient Manager" means that party appointed to represent the collective of the Service Recipients and communicate with the Town, pursuant to this Section 4.1(a);
- (p) "Service Area" means any Parcel of Land that is contained within the:
  - (i) municipal boundaries of the Summer Village of Sandy Beach;
  - (ii) municipal boundaries of the Summer Village of Sunrise Beach; and
  - (iii) boundaries of Lac Ste. Anne County as illustrated in the attached Schedule "D";
- (q) "Service Recipients' Septage Receiving Station" means the Wastewater receiving station(s) to be constructed, owned and operated by the Service Recipients, as more particularly shown within Schedule "C":
- (r) "Service Recipients Wastewater System" means the transmission system owned and operated by the Service Recipients from time to time which includes:
  - (i) all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations, controls/communications, septage receiving stations, and metering facilities wherever located; and
  - (ii) without limiting the generality of the foregoing, any connections of the Service Recipients Wastewater System to the Town Wastewater System;
- (s) "Standard Operating Procedures" means those standard operating procedures and guidelines established from time to time by the Town with respect to the acceptance of Wastewater from the Service Recipients;

- (t) "Standard Safety Procedures" means those standard safety procedures and guidelines established from time to time by the Town, with respect to the acceptance of Wastewater by the Town from the operation of the Service Recipients Wastewater System;
- (u) "Term" means that period commencing on the Effective Date and ending on the twenty fifth (25<sup>th</sup>) anniversary thereof, subject to earlier termination as set forth herein or extension by mutual written agreement between the parties;
- (v) "Town Wastewater System" means the transmission and treatment system owned and operated by the Town from time to time which includes:
  - (i) all real and personal property of every kind, nature and description including the pipelines, valves and appurtenances wherever located; and
  - (ii) the Lagoon;
- (w) "Wastewater" means the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes, that originates from residential uses or business purposes including, but not limited to restaurants, bed and breakfasts and service stations that:
  - (i) Originates within the Service Area; and
  - (ii) Contains no Non-Permitted Substances.

#### ARTICLE 2 - PREAMBLE, SCHEDULES AND ACKNOWLEDGMENTS

- 2.1 The parties hereby confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this Agreement.
- 2.2 The schedule to this Agreement is as follows:
  - (a) Schedule "A" Rates;
  - **(b)** Schedule "B" Limits of Substances; and
  - (c) Schedule "C" Service Recipients' Septage Receiving Station
  - (d) Schedule "D" Service Area.
- 2.3 The parties hereto confirm and acknowledge that the Service Recipients' delivery of Wastewater to the Town and the Town's processing of this Wastewater as contemplated in this Agreement, may be, by mutual consent of all the parties for such improvements, increase in service, decrease in service or otherwise, to reflect new circumstances that shall exist at such time.

#### **ARTICLE 3 - OBLIGATIONS OF THE TOWN**

- **3.1** The Town shall:
  - (a) accept Wastewater that is delivered to the Point of Delivery in accordance with the Town's Standard Operating Procedures, Standard Safety Procedures, applicable environmental licenses and applicable legislation or regulations in force from time to time;

- (b) transmit, treat and dispose of the foregoing Wastewater from the Point of Delivery to the Town for ultimate disposal and treatment at the Lagoon in accordance with the Town's Standard Operating Procedures, Standard Safety Procedures, applicable environmental licenses and applicable legislation or regulations in force from time to time;
- (c) take all reasonable steps to provide notice to the Recipient Manager of any:
  - (i) proposed new or amended Standard Operating Procedures and Standard Safety Procedures and regulations applicable to the obligations of the parties hereto as soon as practicable following their approval; and
  - (ii) new or amended Standard Operating Procedures and Standard Safety Procedures and regulations applicable to the obligations of the parties hereto within one (1) month following their passage or establishment, and
  - (iii) amendments or alterations to the Standard Operating Procedures and Standard Safety Procedures:
- (d) maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the treatment of Wastewater;
- (e) as soon as reasonably practicable after the budget process for the Town has been completed and the Rates have been determined for the next calendar year, deliver a notice to the Recipient Manager detailing the rates to be charged, as further set forth in Schedule "A" attached hereto;
- (f) as soon as reasonably practicable after the end of each month during the Term, deliver to the Recipient Manager, an invoice in the amount for the charges relating to the Wastewater delivered to the Town for that previous month, as determined in accordance with the determination of the Rates as set forth herein.
- 3.2 The Service Recipients agrees and acknowledges that the Town has the sole and absolute discretion to determine when the Town shall upgrade all or any component of the Town Wastewater System, which includes the Lagoon.
- 3.3 The Town shall communicate all matters respecting any of the Service Recipients or all of the Service Recipients regarding the subject matter of this Agreement, through the Recipient Manager.

#### ARTICLE 4 - OBLIGATIONS OF THE SERVICE RECIPIENTS

- **4.1** The Service Recipients shall, jointly and severally:
  - (a) appoint the Recipient Manager, to represent the Service Recipients' interest through this Agreement such that the Town shall only need to communicate with the Recipient Manager instead of each Service Recipient. The Recipient Manager shall act as the liaison with the Town with respect to all matters in this Agreement and shall advise the Service Recipients and advise the Service Recipients of all matters that are necessary for them to be aware of regarding this Agreement;
  - pay to the Town the Rates as calculated in Schedule "A" hereof within thirty (30) days of receipt of an invoice by the Service Recipients thereof;
  - pay to the Town interest on any unpaid amounts due and owing to the Town for more than thirty (30) days at the Interest Rate calculated and compounded monthly;
  - (d) permit only the Authorized Carriers to deliver Wastewater to the Meter Station;

- (e) obtain and maintain, at its sole cost and expense, all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction including, but not limited to, AEP with regard to the obligations of the Service Recipients hereunder; and
- (f) shall record all volume of Wastewater that is delivered as follows:
  - (i) Wastewater shall be accepted at the Meter Station only in the event of a failure of the pipeline or a line break of any portion of the Service Recipients Wastewater System that prevents acceptance of Wastewater at the Service Recipients' Septage Receiving Station or transmission of Wastewater to the Town Wastewater System for that Wastewater that originated the Service Area that is delivered at the Service Recipients' Septage Receiving Station by an Authorized Carrier; and
  - (ii) for that Wastewater that is delivered to the Town at the Point of Delivery;
- **4.2** When requested by the Town to the Recipient Manager, the Service Recipients shall provide such manifests that it receives from each Authorized Carrier who delivers Wastewater to the Service Recipients' Septage Receiving Stations, which shall itemize:
  - (a) the volume of Wastewater that is delivered to the Service Recipients' Septage Receiving Stations;
  - (b) the sources of Wastewater that is delivered to the Service Recipients' Septage Receiving Stations; and
  - (c) such other additional information that the Town shall reasonably require.
- 4.3 The Service Recipients acknowledges that all obligations of the Town pursuant to this Agreement, including, without limitation, the obligation to accept Wastewater that is delivered to it at the Point of Delivery and the Meter Station will cease upon the expiration of the Term or the earlier termination of this Agreement, whichever occurs first.
- 4.4 At the sole expense of the Service Recipients, the Service Recipients shall maintain, repair and replace the Service Recipients Wastewater System from time to time, to such manner that is compatible and consistent with the Town's Standard Operating Procedures.
- 4.5 As the Service Recipients Wastewater System is connected to the Town Wastewater System and additionally as some components of the Service Recipients Wastewater System are located on the lands where the Lagoon is located, the Service Recipients shall provide the Town with access to all components of the Service Recipients Wastewater System as the Town shall reasonably require from time to time, to permit the Town to maintain, repair and replace such components of the Town Wastewater System.

#### **ARTICLE 5 - INSURANCE**

- **5.1** Throughout the Term, at its sole cost and expense, the Parties shall take out and keep in full force and effect the following insurance:
  - (a) comprehensive general liability insurance with inclusive limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence;
  - automobile liability insurance on all vehicles used to deliver the Wastewater that are owned, operated or licensed by the Service Recipients with limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence for bodily injury, death, and property damage;
  - worker's compensation coverage for all of its employees who are involved in the collection, transport and delivery of Wastewater in accordance with the laws of the Province of Alberta;

- (d) environmental impairment liability insurance with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence; and
- (e) any other form of insurance that the Town or the Service Recipients may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

#### 5.2 All policies shall:

- (a) be taken out with insurers and shall be in a form acceptable to the Town, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to the Town shall be delivered by the Service Recipients to the Town as soon as practicable after the placing of the required insurance;
- (b) contain an undertaking by the insurers to notify the Town and the Service Recipients in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof; and
- (c) name the Town as an additional insured under each policy.
- 5.3 If the Service Recipients fails to maintain the currency of any policy contemplated by this Article 5, without prejudice to any of its other remedies pursuant to this Agreement, the Town will have the right to obtain such insurance policy, upon giving ten (10) days advance written notice to the Recipient Manager at the sole expense of the Service Recipients, which expense shall be payable by the Service Recipients to the Town on demand.
- 5.4 The acquisition and maintenance by the Service Recipients of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Service Recipients under this Agreement.

#### **ARTICLE 6 - INDEMNIFICATION**

- 6.1 Each party (the "Indemnifying Party") shall be liable for and agrees to indemnify and save harmless each and every other party (the "Indemnified Party"), their councillors, directors, agents and employees, as the case may be, from and against any and all damage, injury, loss (including loss of life), costs, causes of action, including legal costs on a solicitor and his own client full indemnity basis and claims suffered or incurred by the Indemnified Party, their respective directors, agents or employees which are in any way connected with the performance of the respective obligations contemplated in this Agreement and which are caused, directly or indirectly or contributed to, in whole or in part, by any act or failure to act of the Indemnifying Party, its respective directors, agents or employees, in respect of which the Indemnifying Party, its agents or employees is liable or otherwise responsible at law, provided that such indemnity shall be limited to an amount in proportion to which the Indemnifying Party and any of its agents and employees are at fault or otherwise held responsible at law.
- 6.2 The indemnification set forth in Section 6.1, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

#### ARTICLE 7 - SUSPENSION AND SHUT DOWN

- 7.1 If, arising from any act or omission by the Service Recipients:
  - (a) Of any legislation, regulations or by-laws are violated, or
  - **(b)** Of the limits found in the Town's permits, licenses, consents or approvals are exceeded; or
  - (c) the Town becomes aware of the existence of any liability or potential liability pursuant to any legislation or regulations in force from time to time having application to either of the parties, or the subject matter of this Agreement; or

(d) such that the Wastewater contains any Non-Permitted Substance;

without prejudice to any other remedy which the Town may have against the Service Recipients, the Town may:

- (e) take whatever steps as are reasonably necessary to rectify the situation contemplated in this Section, and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twelve (12%) percent of such costs, shall be payable by the Service Recipients on demand; and/or
- (f) refuse acceptance of Wastewater that contains any Non-Permitted Substances, only after:
  - (i) the Town has provided notice to the Recipient Manager that the Wastewater has previously contained Non-Permitted Substances;
  - (ii) the Service Recipients shall immediately take all steps such that the Wastewater shall no longer contain any Non-Permitted Substances; and
  - (iii) notwithstanding the foregoing notice, the Wastewater that is delivered to the Town contains Non-Permitted Substances.
- 7.2 Notwithstanding anything contained herein to the contrary, the Town may:
  - upon the provision of fourteen (14) days written notice to the Recipient Manager, temporarily suspend the acceptance of Wastewater from the Service Recipients to allow the Town to perform regular maintenance or repairs on the Town Wastewater System;
  - (b) without limiting the generality anything in this Agreement herein, in the absolute discretion of the Town and effective upon the Town's delivery of notice to the Recipient Manager, suspend acceptance of Wastewater in non-emergency circumstances for such period that is reasonably required to permit the Town to conduct maintenance or repairs on the Town Wastewater System; and
  - (c) without limiting the generality anything in this Agreement herein, in the absolute discretion of the Town and without the necessity of prior written notice to the Recipient Manager, suspend acceptance of Wastewater in emergency circumstances to permit the Town to conduct maintenance or repairs on the Service Recipients Wastewater System.
- **7.3** The Service Recipients specifically acknowledges and agrees that any suspension contemplated in Section 7.2 does not:
  - (a) constitute a default of the Town's obligations; or
  - (b) provide the Service Recipients the right of set-off or abatement of the payment of any invoice submitted by the Town to the Service Recipients.

#### **ARTICLE 8 - DEFAULT**

- 8.1 Prior to the expiry of the Term, this Agreement may be terminated by either party (the "Notifying Party") upon notice to that effect delivered to the other party (the "Defaulting Party"), if:
  - (a) the Defaulting Party makes an assignment of its assets for the benefit of its creditors (other than as security for indebtedness not yet due and owing) or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any relevant jurisdiction;
  - (b) a petition in bankruptcy is filed and presented against the Defaulting Party;

- (c) a receiver, receiver and manager, custodian or similar agent is appointed in relation to the Defaulting Party;
- (d) a receiver, receiver and manager, custodian or similar agent takes possession of any property or business of the Defaulting Party;
- (e) the Defaulting Party seeks protection of the *Bankruptcy and Insolvency Act, Companies' Creditors Arrangement Act* or like legislation;
- if the Defaulting Party is any of the Service Recipients, such Service Recipients fails to pay the full amount of the invoices submitted by the Town, without set-off or abatement, within ninety (90) days;
- (g) the Defaulting Party suffers the permanent loss of any permit, license or approval issued by AEP or any other party with the authority to issue such permit, license or approval necessary to permit the Defaulting Party to carry out its obligations pursuant to this Agreement; or
- (h) the Defaulting Party neglects or fails to observe, perform or comply with any of its obligations pursuant to this Agreement including, without limitation, an event contemplated in Article 7 "Suspension and Shut Down", and such failure continues for a period of thirty (30) days following the date of receipt of a notice to that effect from the Notifying Party provided that if such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by the Defaulting Party and the Defaulting Party has not commenced to cure such neglect or failure within the said thirty (30) day period or has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time in accordance with this Agreement,

and such termination shall not limit in any way, the Notifying Party's recourse to any remedies to it available at law, equity or otherwise and in no event shall the Defaulting Party be relieved of any of its obligations accruing prior to the effective date of such termination.

8.2 Notwithstanding any provision contained herein to the contrary, prior to the expiration of the Term, this Agreement may be terminated by either party by delivery of written notice to the other party to that effect, such termination to become effective three (3) years after the delivery of such written notice.

#### **ARTICLE 9 - FORCE MAJEURE**

9.1 If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

#### **ARTICLE 10 - GENERAL**

#### 10.1 Notices

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

#### (i) the Town:

Town of Onoway PO Box 540

{B3796864.DOC;4}

Onoway, Alberta T0E 1V0

**Attention:** Chief Administrative Officer

Phone: (780) 967-5338 Fax: (780) 967-3226

#### (ii) the Service Recipients:

Lac Ste Anne County

PO Box 219

Sangudo, Alberta T0E 2A0

**Attention:** County Manager

Phone: (780) 785-3411 Fax: (780) 785-2359

Summer Village of Sandy Beach

RR1, Site 1, Comp 3

Onoway, Alberta T0E 1V0

**Attention:** Chief Administrative Officer

Phone: (780) 967-2873 Fax: (780) 967-2813

Summer Village of Sunrise Beach

PO Box 1197

Onoway, Alberta T0E 1V0

**Attention:** Chief Administrative Officer

Phone: (780) 967-0271 Fax: (780) 967-0431.

- (c) Notice shall be served by one of the following means:
  - (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
  - (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
  - (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
    - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
    - **(B)** if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
  - (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### 10.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

{B3796864.DOC;4}

#### 10.3 <u>Time of Essence</u>

Time shall be of the essence of this Agreement.

#### 10.4 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

#### 10.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or of partnership, employer and employee, or joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between two parties at arm's length.

#### 10.6 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

#### 10.7 Further Assurances

The parties and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

#### 10.8 Amendments

- (a) This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- (b) In the event that a party wishes to amend this Agreement (the "Notifying Party"), the following procedure must be followed:
  - (i) The Notifying Party must provide written notice to:
    - (A) Each of the other party(s) to this Agreement (the "Other Party") in accordance with the Notice Clause in Section 10.1 hereof; and
    - **(B)** The chief administrative officer of the Other Party.
  - (ii) The notice that the Notifying Party must provide in Section 10.8(b) hereof, must include the following information:
    - (A) A written description of what the Notifying Party wishes to amend in this Agreement;
    - (B) Only if the Notifying Party deems it to be suitable in the notice, an explanation as to why these amendments should be considered;
    - (C) Only if the Notifying Party deems it to be suitable in the notice, suggested amendments to the Agreement; and

- (D) Three possible dates and locations for a meeting with the Other Party, which shall be no less than thirty (30) days from the date of the notice.
- (c) Notwithstanding Section 10.8(b) hereof, at no time shall any party be obligated to amend the terms of the Agreement.

#### 10.9 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

#### 10.10 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the Effective Date.

#### 10.11 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

#### 10.12 <u>Unenforceability</u>

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

#### 10.13 Survival

The provisions contained in Article 6 herein shall survive the expiry or termination of this Agreement for the benefit of the party relying upon the same and shall not be merged therein or therewith.

#### 10.14 GST Exclusive

All amounts payable hereunder will be exclusive of any goods and services tax ("GST") payable thereon.

#### 10.15 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

#### 10.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

#### 10.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

#### 10.18 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

#### 10.19 Assignment

- (a) Subject to Section 10.19(b) hereof, no party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent not to be unreasonably withheld.
- (b) Upon the Service Recipients' creation of a new regional services commission pursuant to the *Municipal Government Act* in which the Service Recipients are the members hereof, upon the provision of written notice by the Service Recipients to the Town, the Service Recipients may assign their interest to this regional services commission.

IN WITNESS WHEREOF the parties have executed this Agreement effective as at the date first above written.

TOWN OF ONOWAY	LAC STE ANNE COUNTY
Per:	Per:
Per:	Per:
SUMMER VILLAGE OF SANDY BEACH	SUMMER VILLAGE OF SUNRISE BEACH
Per:	Per:
Per:	Per:

#### **SCHEDULE "A"**

#### **Charges and Rates**

- 1. The Rates to be charged by the Town to the Service Recipients shall be determined as follows:
  - (a) For the time period commencing on the day of execution of this Agreement until the 31<sup>st</sup> day of December, 2020, the Rate shall be \$4.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein;
  - (b) For the time period commencing on the 1<sup>st</sup> day of January, 2020 until the 31<sup>st</sup> day of December, 2021, the Rate shall be \$5.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein;
  - (c) After the expiry of the term in Subsection (b) of this Schedule "A", that Rate of \$5.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein shall be adjusted effective the anniversary date in each year of the Agreement by multiplying the previous year's Rate by the CPI for the immediately prior 12 month period and the resulting adjusted Rate shall apply to and be accepted by the Town and the Service Recipient for the following 12 month period;
  - (d) Notwithstanding the foregoing subsection (c), the Town may amend the Rates beyond the CPI increase upon it having conducted a rates analysis for its provision of the Services on a cost of service basis utilizing the principles as set forth by the Alberta Utilities Commission rules acting reasonably, the Town shall advise the Service Recipients of the new Rates. Upon doing so, whichever the Rate that is selected utilizing the foregoing, this Rate shall govern for the remainder of that calendar year.
- **2.** For each 3 year increment thereafter:
  - (a) The Service Recipients will each prepare their own 3 year forecast for the delivery of Wastewater to the Meter Station and demand and submit this forecast to the Town on or before of every year during the Term for the purposes of allowing the capacity allocation to be reviewed and operating strategies or capital upgrades planned, accepted and implemented. The Service Recipients shall provide such engineering reports, studies and assessments and other technical information supporting the forecasts, including projections on population, business and industrial growth within the portions of the Service Area actually serviced through the arrangements contemplated under this Agreement; and
  - (b) Upon the Town's receipt of the foregoing forecasts, the Town shall provide the Service Recipients with the projected Rates for each year of the 3 year forecast.

### SCHEDULE "B"

#### **Limits of Substances**

Biochemical Oxygen Demand (B.O.D.)	CONTRADIO	
Chemical Oxygen Demand (C.O.D.)         2,000.00 mg/L           Non-Filterable Residue         1,000.00 mg/L           Oil & Grease         500.00 mg/L           Suspended Solids         1,000.00 mg/L           Total Kjeldahl Nitrogen (T.K.N.)         500.00 mg/L           pH less than 5.5 or greater than 10.0         Total Phosphorus as Phosphates           30.00 mg/L           INORGANIC CONSTITUENTS           Aluminum         5.00 mg/L           Arsenic         1.00 mg/L           Barium         3.00 mg/L           Barium         0.05 mg/L           Cadium         0.05 mg/L           Cadium         0.05 mg/L           Cadium         0.05 mg/L           Chlorine (free chlorine)         5.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Huoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phesp	CONTAMINANTS	1,000,00
Non-Filterable Residue		
Oil & Grease         500.00 mg/L           Suspended Solids         1,000.00 mg/L           Total Kjeldahl Nitrogen (T.K.N.)         500.00 mg/L           PH less than 5.5 or greater than 10.0         30.00 mg/L           Total Phosphorus as Phosphates         30.00 mg/L           INORGANIC CONSTITUENTS           Aluminum         50.00 mg/L           Anitmony         1.00 mg/L           Arsenic         1.00 mg/L           Barium         3.00 mg/L           Boron         1.00 mg/L           Cadium         0.05 mg/L           Chlorine (fee chlorine)         5.00 mg/L           Chlorine (fee chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chromium         1.00 mg/L           Chorine (fee chlorine)         0.20 mg/L           Cyanide         1.00 mg/L           Cyanide         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Sulphide </td <td></td> <td></td>		
Suspended Solids		
Total Kjeldahl Nitrogen (T.K.N.)         500.00 mg/L           pH less than 5.5 or greater than 10.0         30.00 mg/L           Total Phosphorus as Phosphates         30.00 mg/L           INORGANIC CONSTITUENTS           Aluminum         50.00 mg/L           Arsenic         1.00 mg/L           Barium         3.00 mg/L           Boron         1.00 mg/L           Cadium         0.05 mg/L           Cadium         0.10 mg/L           Chlorine (free chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Molybdenum         5.00 mg/L           Mickel         0.50 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphide         1.500.00 mg/L           Thallium         0.50 mg/L		8
PH less than 5.5 or greater than 10.0		
Total Phosphorus as Phosphates   30.00 mg/L		500.00 mg/L
INORGANIC CONSTITUENTS		
Aluminum         50.00 mg/L           Anitmony         1.00 mg/L           Arsenic         1.00 mg/L           Barium         3.00 mg/L           Boron         1.00 mg/L           Cadium         0.05 mg/L           Cadmium         0.10 mg/L           Chlorine (free chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.22 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphate         1500.00 mg/L           Sulphate         1.00 mg/L           Sulphate         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene	Total Phosphorus as Phosphates	30.00 mg/L
Anitmony	INORGANIC CONSTITUENTS	
Arsenic   1.00 mg/L	Aluminum	50.00 mg/L
Barium   3.00 mg/L	Anitmony	1.00 mg/L
Boron	Arsenic	1.00 mg/L
Cadium         0.05 mg/L           Cadmium         0.10 mg/L           Chlorine (free chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Sulphate         1.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         50.00 mg/L	Barium	3.00 mg/L
Cadmium         0.10 mg/L           Chlorine (free chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phenolic Compounds         200.00 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           ORGANIC COMPOUNDS         8           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Boron	1.00 mg/L
Chlorine (free chlorine)         5.00 mg/L           Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Cadium	0.05 mg/L
Chromium         1.00 mg/L           Chlorinated Hydrocarbons         0.02 mg/L           Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Nickel         0.50 mg/L           Nickel         0.50 mg/L           Phosphorus         200.00 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         S.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Cadmium	0.10 mg/L
Chlorinated Hydrocarbons	Chlorine (free chlorine)	5.00 mg/L
Copper         0.50 mg/L           Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         8.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Chromium	1.00 mg/L
Cyanide         1.00 mg/L           Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Chlorinated Hydrocarbons	0.02 mg/L
Fluoride         1.00 mg/L           Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Copper	0.50 mg/L
Lead         1.00 mg/L           Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Cyanide	1.00 mg/L
Manganese         1.00 mg/L           Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Fluoride	1.00 mg/L
Mercury         0.10 mg/L           Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Lead	1.00 mg/L
Molybdenum         5.00 mg/L           Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Manganese	1.00 mg/L
Nickel         0.50 mg/L           Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         S.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Mercury	0.10 mg/L
Total Pesticides         0.10 mg/L           Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         1.00 mg/L           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		5.00 mg/L
Phosphorus         200.00 mg/L           Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS         S.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Nickel	0.50 mg/L
Phenolic Compounds         0.10 mg/L           Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Total Pesticides	0.10 mg/L
Selenium         1.00 mg/L           Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Phosphorus	200.00 mg/L
Silver         1.00 mg/L           Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		
Sulphate         1500.00 mg/L           Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		1.00 mg/L
Sulphide         1.00 mg/L           Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Silver	1.00 mg/L
Thallium         0.50 mg/L           Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		1500.00 mg/L
Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		1.00 mg/L
Zinc         1.00 mg/L           ORGANIC COMPOUNDS           B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)         1.00 mg/L           Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L	Thallium	0.50 mg/L
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)       1.00 mg/L         Carbon Tetrachloride       0.20 mg/L         Chloroform       0.20 mg/L         Hydrocarbons       50.00 mg/L         Pentachlorophenois       0.20 mg/L	Zinc	1.00 mg/L
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)       1.00 mg/L         Carbon Tetrachloride       0.20 mg/L         Chloroform       0.20 mg/L         Hydrocarbons       50.00 mg/L         Pentachlorophenois       0.20 mg/L	ORGANIC COMPOUNDS	
Carbon Tetrachloride         0.20 mg/L           Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		1.00 mg/L
Chloroform         0.20 mg/L           Hydrocarbons         50.00 mg/L           Pentachlorophenois         0.20 mg/L		
Hydrocarbons50.00 mg/LPentachlorophenois0.20 mg/L		
Pentachlorophenois 0.20 mg/L		

#### **Non-Permitted Substances:**

- 1. Any liquid or vapour having a temperature higher than 75°C.
- 2. Any gasoline, solvents or similar products.
- 3. Any tar or other viscous material of mineral origin.
- 4. Any garbage that has not been shredded so as to pass through a 6mm screen.
- 5. Any ashes, cinders, wood, wood-shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
- 6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
- 7. Animal parts or wastes including, but not limited to:
  - (a) Any manure or intestinal contents from horses, cattle, sheep, swine or poultry;
  - (b) Hooves or toenails;
  - (c) Intestines or stomach casings or animal body parts;
  - (d) Bones;
  - (e) Bristles and hair;
  - (f) Hides or parts thereof;
  - (g) Fat or flesh in particles larger than will pass through a 6mm screen;
  - (h) Fleshings and hair resulting from tanning operations.
- 8. Wastewater which is in or is capable of being transformed into, two or more separate layers.
- 9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
- 10. Any noxious or malodorous gas or substance capable of creating a public nuisance including, but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced sulphur compounds, amines, and ammonia.
- 11. Lime slurry and residues.
- 12. Any substance which, in the opinion of the Director of Public Works of the Town or designate:
  - (a) is or may become harmful to any recipient watercourse or sewer system or part thereof;
  - (b) may interfere with the proper operation of such sewer system or part thereof;
  - (c) may impair or interfere with any wastewater treatment process; or
  - (d) may become a hazard to persons, property or animals.

### SCHEDULE "C"

Service Recipients' Septage Receiving Station

{B3796864.DOC;4}

#### SCHEDULE "D"

#### Service Area

[NOTE TO DRAFT: The definition of Service Area captures the entirety of the SVs, so no map needs to be present for them. The only map is required for such area of the County that the Agreement is subject to.]



Cheque Listing for Council: APRIL

2024-May-2 7:59:41AM

Cheque	Cheque # Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20240095	2024-04-03	ATB FINANCIAL MasterCard	MAR 26, 2024	PAYMENT ATB MC	2,157.96	2,157.96
20240096	2024-04-03	EPCOR	MARCH 19,	PAYMENT ACCT#21649348 ACCT#15279763 ACCT#21611009	80.80 328.19 134.59	543.58
20240097	2024-04-03	XPLORE	INV51708589	PAYMENT ACCT#229348	83.99	83.99
20240098	2024-04-03		NB7-2024	PAYMENT 7-2024	648.28	648.28
20240099	2024-04-03	Canada Revenue Agency	APRIL 2024	PAYMENT PD7A E ACCT#13200 3666 RP0001	4,583.94	4,583.94
20240100	2024-04-03	GFL Environmental Inc.	PG0000665891	PAYMENT ACCT#PG-9028	2,595.35	2,595.35
20240101	2024-04-03	Government of Alberta	1800030623	PAYMENT POLICE FUNDING MODEL	16,326.00	16,326.00
20240102	2024-04-03	Harney, Michael	FEB 23 2024 FEB. 23, 2024	PAYMENT MEETINGS OCTOBER & DECEMBER 2023 MEETING	525.00 75.00	600.00
20240103	2024-04-03	Liebenberg, Christiaan	CAO	PAYMENT MARCH 2023 SALARY	4,266.53	4,266.53
20240104	2024-04-03	Metrix Group LLP	MARCH22, 2024	PAYMENT 2023 AUDIT	7,427.01	7,427.01
20240105	2024-04-03	Municipal Assessment Services Group Inc.	77	PAYMENT 2ND QUARTER 2024	2,310.00	2,310.00
20240106	2024-04-03		RM7-2024	PAYMENT 7-2024	1,162.02	1,162.02
20240107	2024-04-03		DP7-2024	PAYMENT 7-2024	2,162.07	2,162.07
20240108	2024-04-03	Sonnleitner, Tony	MARCH 2024	PAYMENT MARCH 2024 DO SERVICES	472.50	472.50
20240109	2024-04-03		RT7-2024	PAYMENT 7-2024	1,594.30	1,594.30
20240110	2024-04-17	EPCOR	APRIL 5, 2024	PAYMENT ACCT#21716709	1,549.03	1,549.03
20240111	2024-04-17	Ste Anne Gas Co-op	1048858 1052495	PAYMENT ACCT#005034-00 1 ACCT#006593-00 5		677.06
20240112	2024-04-17	Telus Mobility	APRIL 9, 2024	PAYMENT ACCT#31932068	173.62	173.62
20240113	2024-04-17		NB8-2024	PAYMENT 8-2024	488.20	488.20
20240114	2024-04-17	Canada Revenue Agency	APRIL 17, 2024	PAYMENT 13200 3666 RP0001	1,872.32	1,872.32
20240115	2024-04-17	Dainard, Doug	500129	PAYMENT REPAIR GENERATOR	455.00	455.00
20240116	2024-04-17		RM8-2024	PAYMENT 8-2024	1,108.18	1,108.18
20240117	2024-04-17		DP8-2024	PAYMENT 8-2024	2,041.26	2,041.26



Cheque # Date

Cheque

20240118 2024-04-17 Ste Anne SVREMP

**Vendor Name** 

### **Summer Village of Sandy Beach**

### Cheque Listing for Council

Invoice #

24-004

**Invoice Description** 

2024 MANAGEMENT FEE

**PAYMENT** 

2024-May-2

Page 2 of 2

7:59:41AM

Invoice Amount

3,900.00

467.25

467.25

1,450.18

313.55

20240119	2024-04-17	Taxervice	2416503	PAYMENT TAX RECOVERY SERVICE	467.25	467.25
20240120	2024-04-17		RT8-2024	PAYMENT 8-2024	1,450.18	1,450.18
20240121	2024-04-17	UFA Co-operative Limited	MARCH 31,	PAYMENT ACCT#8872103	313.55	313.55
20240122	2024-04-17	WILD Water Commission	2024-OG-08	PAYMENT	1,249.03	1,249.03
20240123	2024-04-17	Workers Compensation Board	APRIL 17, 2024	PAYMENT ACCT#808987	450.57	450.57
20240124	2024-04-30	EPCOR	APRIL 18, 2024 APRIL 18 2024 APRIL 18, 2024	PAYMENT ACCT#21611009 ACCT#21649348 ACCT#15279763	132.31 81.90 289.79	504.00
20240134	2024-04-30	ATB Financial	APRIL 2024	PAYMENT FEE SERVICE - SUNDRY	17.35	17.35
20240135	2024-04-30	ATB FINANCIAL MasterCard	APRIL 24, 2024	PAYMENT ATB MC	1,100.27	1,100.27

2024 OP & GOV

Total \$64,750.40

\*\*\* End of Report \*\*\*



For the Period Ending April 30, 2024

General Ledger	Description	2024 Budget	2024 YTD Actual	2024 Budget Remaining \$	
Revenues					
1-00-00-110	Real Property Taxes/DIP	(18.99)	0.00	(18.99)	
1-00-00-111	Minimum Levy: Res & Non-Res	(24,516.98)	0.00	(24,516.98)	
1-00-00-112	Taxes - Commercial/Non-Residential	(5,502.36)	0.00	(5,502.36)	
1-00-00-113	Taxes - Residential	(360,135.02)	0.00	(360,135.02)	
1-00-00-115	Taxes - Linear	(3,144.34)	0.00	(3,144.34)	
1-00-00-190	Snow and Maintenaince	0.00	0.00	0.00	
1-00-00-510	Penalties & Costs on Taxes (Arrears)	(30,000.00)	(12,879.97)	(17,120.03)	
1-00-00-520	Lagoon Maintenance - split cost	(1,000.00)	0.00	(1,000.00)	
1-00-00-530	Misc. Income/Tower Rental/GST	(18,500.00)	(7,819.00)	(10,681.00)	
1-00-00-531	Village Land Sale Revenue	0.00	0.00	0.00	
1-00-00-590	Other Revenue/Tax Certificates	(2,500.00)	(425.00)	(2,075.00)	
1-00-00-740	Provincial Government/Agencies	0.00	0.00	0.00	
1-00-00-840	AMIP	0.00	0.00	0.00	
1-00-00-990	Other Revenue/Tax Recovery	0.00	0.00	0.00	
1-01-00-550	Interest Income	(26,000.00)	(9,528.47)	(16,471.53)	
1-02-00-550	Interest Income Trust	(64,000.00)	(19,621.91)	(44,378.09)	
1-12-00-560	Rentals/Shop Rent	0.00	0.00	0.00	
1-12-00-561	Office Rent	0.00	0.00	0.00	
1-32-00-830	Federal Infstructure Grants	0.00	0.00	0.00	
1-32-00-840	Provincial Conditional Grants	(1,000.00)	0.00	(1,000.00)	
1-32-00-841	MSI-Capital	(18,947.00)	0.00	(18,947.00)	
1-32-00-842	MSI-Operating	(17,494.00)	0.00	(17,494.00)	
1-32-00-844	CCBF	(5,388.95)	0.00	(5,388.95)	
1-32-00-845	OTHER Provincial Grants	0.00	0.00	0.00	
1-32-00-846	Deferred Revenue	0.00	0.00	0.00	
1-32-00-847	Snow/Maintenance	0.00	0.00	0.00	
1-32-00-848	Canada Day (Prov. Grant)	0.00	0.00	0.00	
1-32-30-845	STEP	0.00	0.00	0.00	
1-51-00-840	Provincial Conditional Grants/FCSS	(7,018.00)	(3,666.91)	(3,351.09)	
1-61-00-410	Planning/Zoning & Dev. Charges	(1,175.00)	(209.40)	(965.60)	
1-74-00-560	Rental Income/Facilities (Hall)	(1,808.02)	(800.00)	(1,008.02)	
1-74-00-840	Provincial Conditional Grants (Culture)	0.00	0.00	0.00	
1-99-00-750	School Foundation - Non-Residential	(2,364.53)	0.00	(2,364.53)	
1-99-00-751	School Foundation - Residential	(123,809.94)	0.00	(123,809.94)	
1-99-00-752	School Foundation - Linear	0.00	0.00	0.00	
1-99-00-753	Senior Foundation	(12,318.44)	0.00	(12,318.44)	
*P TOTAL Revei	nues	(726,641.57)	(54,950.66)	(671,690.91)	



For the Period Ending April 30, 2024

General Ledger	Description	2024 Budget	2024 YTD Actual	2024 Budget Remaining \$
Expenses				
2-11-00-110	Honorariums	13,000.00	0.00	13,000.00
2-11-00-211	Mileage & Subsistence	1,000.00	1,616.38	(616.38)
2-11-00-510	Convention/Workshop/Supply/Meetings	2,500.00	425.00	2,075.00
2-12-00-110	Salaries/Wages Administration	75,000.00	25,000.00	50,000.00
2-12-00-111	Ad Hoc Committee	0.00	0.00	0.00
2-12-00-130	Employer Contributions (Office)	6,000.00	1,999.08	4,000.92
2-12-00-131	WCB	3,500.00	1,372.98	2,127.02
2-12-00-200	Contract Admin/DEM/DDEM	4,000.00	0.00	4,000.00
2-12-00-211	Travel & Subsistence	2,500.00	0.00	2,500.00
2-12-00-215	Freight/Postage/Telephone	4,500.00	1,510.33	2,989.67
2-12-00-216	Newsletter	100.00	0.00	100.00
2-12-00-217	Internet	925.00	319.96	605.04
2-12-00-218	Website	3,525.00	3,525.00	0.00
2-12-00-219	Conferences/CAO CLGM Coursework-MC	1,745.00	0.00	1,745.00
2-12-00-220	Dues/Memberships/Printing/Advertising	13,000.00	5,712.92	7,287.08
2-12-00-230	Professional/Special Services/Legal	4,500.00	4,415.00	85.00
2-12-00-231	Audit	7,000.00	143.34	6,856.66
2-12-00-232	Assessment Services	8,600.00	4,360.00	4,240.00
2-12-00-233	WILD Waterline (Operating)	1,249.03	1,249.03	0.00
2-12-00-234	WILD Waterline (Debenture Phase I - IV)	10,457.34	0.00	10,457.34
2-12-00-250	Office Repairs and Maintenance	500.00	579.81	(79.81)
2-12-00-260	Office Water/Sewer	2,250.00	641.10	1,608.90
2-12-00-263	Computer	0.00	0.00	0.00
2-12-00-265	1985 Lot research	0.00	0.00	0.00
2-12-00-266	Organize Files-Archive	0.00	0.00	0.00
2-12-00-270	Bank Charges	275.00	134.55	140.45
2-12-00-274	Insurance	13,250.00	0.00	13,250.00
2-12-00-011	Election Expenses	0.00	0.00	0.00
2-12-00-505	Canada Day Celebration	500.00	0.00	500.00
2-12-00-510	General Office Supplies	1,000.00	33.21	966.79
2-12-00-511	Computer Repairs	0.00	0.00	0.00
2-12-00-512	IT/Financial Software/Muniware	3,000.00	348.00	2,652.00
2-12-00-519	Other Services/Donations/Appreciations	1,200.00	500.00	700.00
2-12-00-540	Utilities-Administration EPCOR	2,500.00	1,429.96	1,070.04
2-12-00-762	Transfer to Capital Reserve - Water	2,000.00	0.00	2,000.00
2-12-00-810	Short Term Borrowing Costs	0.00	0.00	0.00
2-12-00-811	Interest Expense	0.00	0.00	0.00
2-12-00-990	Other/Miscellaneous	0.00	0.00	0.00
2-12-00-992	Bank Charges	0.00	0.00	0.00
2-12-00-994	Assessment Review Board	1,000.00	0.00	1,000.00
2-23-00-200	Fire Agreement Sturgeon County	2,117.00	2,117.00	0.00
2-23-00-201	Fire Supression Support Sturgeon County	4,000.00	0.00	4,000.00
2-25-00-212	Police Funding Model	16,326.00	3,841.44	12,484.56
2-25-00-220	Physician Recruitment	0.00	0.00	0.00
2-26-00-220	MSP (Fire, Police, Ambulance)	0.00	0.00	0.00
2-26-00-651	Amortization-vehicles	0.00	0.00	0.00
2-32-00-110	Salaries & Wages (Public Works)	131,002.34	52,464.46	78,537.88
2-32-00-111	Contract Services/Weed Inspector	500.00	0.00	500.00
2-32-00-130	Employer Contributions	9,000.00	4,116.67	4,883.33
2-32-00-200	Gravel/Maintenance/Drainage	2,100.00	725.00	1,375.00
2-32-00-201	Signs	750.00	0.00	750.00
2-32-00-202	Paving Reconstruction Roads	1,000.00	0.00	1,000.00
2-32-00-211	Fuel/Mileage/UFA	5,000.00	1,812.65	3,187.35
2-32-00-212	Transfer to Capital Reserve - Roads	1,000.00	0.00	1,000.00



For the Period Ending April 30, 2024

General Ledger	Description	2024 Budget	2024 YTD Actual	2024 Budget Remaining \$	
2-32-00-215	Telus (Shop/Public Works)	100.00	0.00	100.00	
2-32-00-230	Tree Removal	4,500.00	0.00	4,500.00	
2-32-00-240	Fire Mitigation	0.00	0.00	0.00	
2-32-00-250	Road/Street Contractors-non Gov.	1,000.00	0.00	1,000.00	
2-32-00-255	Repairs and Maint to other equipment	8,000.00	6,515.85	1,484.15	
2-32-00-260	Snow Removal	1,000.00	0.00	1,000.00	
2-32-00-270	Miscell, Gen, Services/Peace Officer SC	15,000.00	1,397.34	13,602.66	
2-32-00-280	Equipment Purchases	5,000.00	0.00	5,000.00	
2-32-00-350	Roads - Government Grant	0.00	0.00	0.00	
2-32-00-510	General Goods & Supplies	6,000.00	2,410.06	3,589.94	
2-32-00-511	Beautification	1,000.00	0.00	1,000.00	
2-32-00-540	Utilities - Street Lights	15,000.00	4,649.90	10,350.10	
2-32-00-611	Amortization - Engineered structures	0.00	0.00	0.00	
2-32-00-621	Amortization-buildings	0.00	0.00	0.00	
2-32-00-631	Amortization-machinery/equipment	0.00	0.00	0.00	
2-32-00-651	Amortization-vehicles	0.00	0.00	0.00	
2-32-00-051	Contributed to Capital Function	0.00	0.00	0.00	
2-32-00-702	Provincial Conditional Grants	1,000.00	0.00	1,000.00	
2-32-00-841	MSI - Capital	18,947.00	0.00	18,947.00	
2-32-00-842	MSI - Operating	17,494.00	0.00	17,494.00	
2-32-00-844	CCBF	5,388.95	0.00	5,388.95	
2-42-00-200	Lagoon Maintenance/Manager (Sewer)	10.000.00	0.00	10,000.00	
2-42-00-200 2-42-00-210	Waste Water Service Cost	0.00	0.00	0.00	
2-42-00-210 2-42-00-230		5,000.00	0.00		
	Professional Consult (Sewer)	· · · · · · · · · · · · · · · · · · ·		5,000.00	
2-42-00-641	Amortization-Wastewater	0.00	0.00	0.00	
2-42-00-762	Transfer to Capital Reserve - Sewer	33,224.00	0.00	33,224.00	
2-43-00-200	Garbage Contract/GFL	15,000.00	4,285.84	10,714.16	
2-43-00-270	RR13 Reclamation/Garbage Collection	10,000.00	0.00	10,000.00	
2-43-00-350	Landfill Requisition Highway 43 GUNN	5,000.00	1,073.40	3,926.60	
2-43-00-762	Transfer To Capital Functions	0.00	0.00	0.00	
2-51-00-750	FCSS/Recreation	8,773.00	0.00	8,773.00	
2-61-00-510	Development Officer Fees	6,500.00	1,160.00	5,340.00	
2-61-00-511	Planning, Zoning & Development	1,000.00	0.00	1,000.00	
2-61-00-512	Development Enforcement	8,500.00	0.00	8,500.00	
2-62-00-211	East End Bus	350.00	0.00	350.00	
2-71-00-540	Utilities Shop	4,500.00	2,128.30	2,371.70	
2-71-00-541	Utilities Old Shop	1,000.00	315.74	684.26	
2-71-00-762	Transfer to Capital Reserve - Equipment	1,000.00	0.00	1,000.00	
2-72-00-200	Daypark/Recreation	500.00	0.00	500.00	
2-72-00-540	Daypark Expenses/Utilities	5,500.00	0.00	5,500.00	
2-72-00-541	Playground Equipment	1,000.00	0.00	1,000.00	
2-72-00-661	Amortization-land improvements	0.00	0.00	0.00	
2-72-00-762	Transfers To Capital Functions	0.00	0.00	0.00	
2-74-00-200	Hall Cleaning	500.00	0.00	500.00	
2-74-00-210	General Services/Maintenance/Hall	1,000.00	39.99	960.01	
2-74-00-211	Yellowhead Regional Library	1,500.00	628.22	871.78	
2-74-00-510	General Goods and Supplies/Hall	2,500.00	0.00	2,500.00	
2-74-00-540	Utilities-Hall	3,000.00	989.81	2,010.19	
2-99-00-750	School Foundation - Non-Residential	2,364.53	2,112.13	252.40	
2-99-00-751	School Foundation - Residential	123,809.94	28,279.08	95,530.86	
2-99-00-753	Senior Foundation	12,318.44	0.00	12,318.44	
*P TOTAL Expe	nses	726,641.57	176,378.53	550,263.04	
**P (Profit)/Loss	<b>;</b>	0.00	121,427.87	(121,427.87	

#### SUMMER VILLAGE of SANDY BEACH, AB



#### CAO REPORT May 16<sup>th</sup>, 2024

#### 1. TAXES

- Current Outstanding = \$8,280 (May 1<sup>st</sup> 2024)
- 1 YEAR ARREARS = \$45,867
- 2 YEAR Arrears = \$5,393
- 3 YEAR Arrears = \$626

#### 2. NEW RESIDENTS

Land Title Changes are behind by quite a few months so updates on new ownership is challenging. Ownership updates are only done when the new land titles are received month 1<sup>st</sup> and 15<sup>th</sup> unless a lawyer's letter for new owners are submitted confirming new ownership and mailing address.

#### 3. DEVELOPMENT ACTIVITY

Enforcement and Clean Up order in progress: towards Fall 2024.

#### 4. TAX ACTIVITY

Taxes due Dec 31st - penalty 12% Jan 1st 2024 were applied;

#### 5. OPERATIONS

- ➤ Trail work Project Lakeshore Drive estimate = \$20,500 this is MSI previously approved and the estimate was approved March 26-2024 for immediate start.
- Fire Guard work estimate = \$20,600 also MSI and approved work will take place in Spring 2024.

#### 6. MAJOR PROJECTS towards Spring/Fall 2024 (All MSI or CCBF funded)

- Lakeshore Drive Trail Work (II) = \$20,250; (In Progress May 2024).
   Lakeshore Fire Guard = \$27,100 (In Progress May 2024).
   West Cove Fire Guard = \$14,500 (In Progress April 2024).
   Lakeshore Drive Line painting = estimate (May 2024);
   WCD/BHD Dust Control/Gravel = estimate (May 2024);
   Lakeshore Drive Crack Filling = estimate (May 2024);
- ➤ Lakeshore (8) Streets clearing = Public works is working on this project through the seasons this is ongoing vegetation clearing for access to the lake in key spots for safety.

#### 7. CORRESPONDENCE

To be distributed if available.

### May 2024: ACTION ITEM List

Employee	Task	Action Taken	Progress	Date
Rudolf.	SI 2024 Operating/Capital to be paid early 2024		In progress	Spring 2024
	Audit 2023	Auditor work is done and FIR submitted	Completed	March 2024
	Lakeshore Trails Culvert	Estimates submitted March 26-2024	In progress	Fall 2024
	Darwell Transmission Line Phase A	Project Scope has changed Nov 3: Barrhead to be included in \$30 million project 90% funded by AEP: discussions and deliberations are ongoing and Sandy Beach will stay abreast of developments and provide updates as it comes through - Sandy Beach has NOT made any final decision on the project.	In progress	2024 Spring 2024
	Emergency Management	Yellowstone and Sunset Point withdrew Nov 2023 Await further developments - cost and scope requested from LSAC on Nov 17-2023: await feedback from County	Ongoing	Winter 2024
	Tax Notices/Budget 2024 & Tax Bylaw	May 2024 Notices & April 2024 for Bylaws	Due	Spring 2024
	Dust Control Spring <b>2024</b> Lakeshore Trails & Fire Guard approved  Grading to be done on gravel roads <b>Fall 2024</b>	MSI Funded MSI Funded \$20,250 & \$27,100 MSI Funded	Due In progress Due	March 2024
Robin.	Payroll - Accounts Payable - Invoices Administration/Financial Software Filing, website, phone calls, land titles Audit 2023	Input invoices – entering payroll - printing cheques Correspondence and Letters mailed/system training Keeping everything current Completed	On-Going On-Going On-Going Done	Winter 2024 Winter 2024 Winter 2024 Spring 2024
COUNCIL.	Wastewater/Darwell Transmission Line Phase A Alexander FN	Scope change Nov 3 2023 - see above.  Transfer Station UPDATE Fire Services	Ongoing	Spring 2024 Spring 2024 Spring 2024