

**SUMMER VILLAGE OF WHITE SANDS
COUNCIL MEETING AGENDA
March 15, 2023
9:30 AM
At Multi-Plex Hall, 8 Front Street, White Sands**

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1. <u>Call to Order</u>	
2. <u>Approval/Additions to Agenda</u>	
3. <u>Public Hearing</u> None	
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12. <u>Adjournment</u>	

Next Regular Council Meeting Date: APRIL 12, 2023.

Public Welcome to attend

**MINUTES OF THE REGULAR MEETING
SUMMER VILLAGE OF WHITE SANDS COUNCIL
held on February 15, 2023
Multi-Plex Hall, 8 Front Street, White Sands and
electronically through Zoom.**

Present:

Mayor Lorne Thurston
Deputy Mayor Ed Waugh
Councilor Bob Huff (Zoom)
CAO, Dean Pickering
Administration Assistance, Erin Weinzierl (late)
Jim Marke (Zoom)
Donna Marquardt (Zoom)
Michael De Haan
Stan Holliday
Andrew Bunting
Gerald Linkert
Carl Cornelssen

1. Call to Order:

Mayor Thurston calls the Council Meeting to order at 9:32 AM

2. Agenda Additions/Approval

Motion 23:02:01 Moved by Mayor Thurston to approve the agendas as presented.

MOTION CARRIED

3. Public Hearing: None

4. Minutes:

4.1. Regular Council Meeting Minutes – January 18, 2023

- **8.1 removed that Lorne will be at the meetings**
 - Shoreline not Pathways at front street
 - Code for water for Jack's Pond. Will change both account pins.

4.2. SVWS Council and White Sands Hall Board Meeting Minutes January 11, 2023

Motion 23:02:02 Moved by Mayor Thurston to approve the agendas as amended.

MOTION CARRIED

5. Delegation/Presentation:

5.1. RCMP S/Sgt. Jon England, Detachment Update

- Assigned from Red Deer to fill in for S/Sgt. Holliday, but since he passed he will be here longer. To replace S/Sgt. Holliday, it could be filled latterly or promotion (if not done latterly)
- Detachment will be one under-strength but has someone to fill in so will be running full staff.
- Open to local concerns for his Year Plan for the detachment.

5.2. 2022 RCMP – Regional County of Stettler Statistics Report

- Mostly, trending downward
- 13 calls for WS in 2022

S/Sgt. England withdraws at 9:43 am.

6. Bylaws and Policies:

6.1. RFD – Council Remuneration – Summer Villages Survey Information

Motion 23:02:03 Moved by Councillor Waugh to keep the current remuneration for 2023 for the councillors but would increase the mayor base from \$1750 to \$2500 per

year.

MOTION CARRIED

6.2. RFD – Municipal Taxes for Phase 2 – Buffalo Ranch Estates – Tax Rebate & Estimated Costs.

Motion 23:02:04 Moved by Councillor Huff to agree to a one-time tax rebate of \$150/credit per property for the municipal portion of the 2023 taxes for Phase 2 property in Buffalo Ranch Estates, a total of 19 properties.

MOTION CARRIED

6.3. RFD – DRAFT County of Stettler and SV White Sands Road Servicing Agreement

Presented to Council. It has been tabled to in-camera.

7. Financial Reports:

- 7.1. Financials Rev Exp Statement to January 31, 2023**
- 7.2. Financials Operating by Dept Rev Exp January 31, 2023**
- 7.3. Financials January Cheque Listing to January 31, 2022**
- 7.4. Financials Tax Trial Balance & Penalties as February 10, 2023**
- 7.5. Financials Tax Installment TIPPS Jan & Feb 2023, Totals**
- 7.6. Financial Year-End Capital Reporting Adjustments as of Jan 31, 2023**

Motion 23:02:06 Moved by Councillor Huff to accept the financial reports as presented.

MOTION CARRIED

Motion 23:02:07 Moved by Councillor Waugh to schedule a budget meeting on February 28, 2023, at 9:30am, at the Multiplex Hall in the Summer Village.

MOTION CARRIED

8. Council and CAO Reports:

- 8.1. Councilor Reports**
- Councillor Huff
 - Resident emailed him about a suggestion for capital budgets for a community dock.
 - Ms. Dawson phoned about joining the recreation board.
 - Would like public works to continue to water the flower bed in the community.
 - Councillor Waugh
 - Big Jack Classic is filling up very well. 120 registered as of Monday, and expect 150-160 by the weekend
 - Looking for ticket sales for the banquet on Sunday night
 - Jack's Pond curling bonspiel
 - 10 entries so far
 - Biggest concern is that people are asking about a building down there to serve food and warmth. Hall society has \$5000 allocated for a warm-up shed and should be put on the budget meeting. It is a well-used area and would be beneficial.
 - Mayor Thurston
 - Questions asked about 23 and 21 Horse Shoe Lane and RV permits
 - Looking for someone to scribe for the CAO for projects such as writing the Recreation Lease for the Alberta Government.
 - Rate payer suggested bringing in a roll-off dumpster once or twice a year in the high season for residents to use that is not household garbage to go to the landfill. Previously the Summer Village has done this, but it was abused.
 - Michael De Haan is circulating the village and taking pictures for a school project.
 - Got a hold of Tomco will come out this year to fix the tennis courts. A

- resident will help with the colour of the lines and such.
- A resident asked about water servicing for the Summer Village. The mayor contacted Stantec about getting a rough estimate. The line would not be for fire suppression, but just a trickle system. Would be about \$5 million for the system (without a reservoir). Would be about \$15,000 for a resident to tie into their property (at their cost).

8.2. CAO Report January 2023

Motion 23:02:08 Moved by Councillor Waugh to accept the CAO and Council Reports as presented.

MOTION CARRIED

9. Business:

9.1. RFD – SVWS Council Appointment of Assessment Review Board ARB C.R.A.S.C. Officials 2023

Motion 23:02:09 Moved by Councillor Huff to approve the appointment of the Assessment Review Board AEB C.R.A.S.C. Officials 2023:
ARB Chairman – Raymond Ralph
Certified ARB Clerk – Gerryl Amarin
Certified Panelist – Darlene Chartrand
Tina Groszko
Stewart Henning
Richard Knowles
Raymond Ralph

MOTION CARRIED

9.2. RFD – RFP Buffalo Lake South Shore Growth Node, Traffic Study, February 9, 2023

Motion 23:02:10 Moved by Mayor Thurston to approve the Buffalo Lake South Shore Traffic Assessment Study – Alberta Community Partnership Program – Intermunicipal Collaboration – Grant Approval.

MOTION CARRIED

9.3. RFD – SVWS ASCC Accreditation 2023 – Alberta Safety Codes Accreditation vs. IJD Inspections

Motion 23:02:11 Moved by Councillor Huff to investigate and notify Alberta Safety Codes that the Summer Village is looking into leaving the accreditation and what steps need to be fulfilled to do so.

MOTION CARRIED

9.4. RFD – Resident Suggestion for Use of Federal Grant Money – Storage Units at Access #4 & #5

Motion 23:02:12 Moved by Mayor Thurston to table to the budgeting meeting on February 28, 2023.

MOTION CARRIED

9.5. Big Jack Classic – Coffee/Hot Chocolate Volunteers White Sands Community Hall Feb 18-19, 2023

Presented for information

9.6. Railside Designs – Community Hall Concept Designs for Council

Presented for information

10. Correspondence

- 10.1. **FRIAA FireSmart RFEOI – Information Session Agenda – January 2023.**
- 10.2. **Alberta Lake Mgmt. Society – Lake Stewardship Society Practice Meetings February 16, 2023**
- 10.3. **Climate Resilience in Rural Communities – Summer Village of Ghost Lake, Feb 21, 2023**

Motion 23:02:13 Moved by Mayor Thurston to accept as information.

MOTION CARRIED

11. In-Camera Session: - Personnel – Land – Legal – Other

- 11.1. Personnel/Legal
- 11.2. Land/Legal – Subdivision

Motion 23:02:14 Moved by Mayor Thurston to move into camera at 11:58 am.

MOTION CARRIED

Motion 23:02:15 Moved by Mayor Thurston to move out of camera at 12:47 pm.

MOTION CARRIED

12. Adjournment

Moved by Councillor Waugh adjourns the meeting at 12:47 PM.

Next Regular Council Meeting Date: March 15, 2023.

Public welcome to attend

Chief Elected Official

Chief Administrative Officer

THIS AGREEMENT made effective this ___ day of _____, 2023

BETWEEN:

COUNTY OF STETTLER NO. 6
(the "County")

- and -

SUMMER VILLAGE OF WHITE SANDS
(the "Summer Village")

ROAD MAINTENANCE AGREEMENT

WHEREAS:

- A. The County has direction, control and management of Township Road 40-4 and Range Road 20-2 (the "Roads"), which are public roadways located within the County's municipal boundaries.
- B. Maintenance and servicing of the Roads is required to allow for access to the Summer Village;
- C. The Summer Village desires to share the cost of maintaining and servicing the Roads with the County;
- D. The County is willing to attend to the maintenance requirements for the Roads upon and subject to the terms, covenants and conditions contained within this Agreement.

NOW THEREFORE in consideration of the grants and the mutual covenants contained within this Agreement, the parties hereby agree as follows:

- 1. **Term.** The Term of this Agreement shall begin on the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement (the "Term").
- 2. **Cost.** The Summer Village shall pay forty thousand (\$40,000) dollars to the County on an annual basis during the Term of this Agreement, which payment shall be due no later than April 1 of each year this Agreement is in effect. The County shall provide the Summer Village with an annual accounting of all amounts paid by the Summer Village pursuant to this Agreement.
- 3. **Service Area.** The County shall provide the maintenance set out in section 5 and 6 of this Agreement to Township Road 40-4 from Highway 56 to the municipal boundary of the Summer Village, and to Range Road 20-2 from Highway 601 to Township Road 40-4 (the "Service Area").
- 4. **Maintenance Standards.** Notwithstanding any County road standards which would otherwise apply to the Service Area, the County shall be responsible for maintaining the Roads in accordance with the maintenance standards set out in County policies and procedures, and in accordance with all applicable laws (the "Applicable Standards").
- 5. **Maintenance.** The County's maintenance obligations shall be limited to:

- a. grading the Roads within the Service Area every seven (7) to ten (10) days commencing the Saturday of the Victoria Day long weekend in May and ending the Sunday of the Labour Day long weekend in September (the “**Summer Grading Period**”); and
- b. outside of the Summer Grading Period, grading the Roads within the Service Area as required, in the sole discretion of the County;

all in accordance with the Applicable Standards.

6. **Gravel.** The County shall gravel the Roads in accordance with the County’s gravel rotation schedule. The cost of any spot or additional gravel that is required on the Roads outside of the County’s regular gravel rotation schedule, will be split equally between the County and the Summer Village.

7. **Road Bans.** The following road bans will apply to the Roads:

- a. The road ban on Township Road 40-4 and Range Road 20-2 shall be a seasonal road ban. The road ban will be put in place at the discretion of the County, but may be removed annually by the Victoria Day long weekend in May depending on the condition of the Roads, as determined in the sole discretion of the County.
- b. Permanent road bans will remain on:
 - i. Township Road 40-2 from Highway 835 to Range Road 20-4;
 - ii. Range Road 20-4 from Township Road 40-2 to Township Road 40-4; and
 - iii. Bay View Street,

but may be removed at the sole discretion of the County.

8. **Development.** The Summer Village shall ensure that each development permit it issues includes a condition that the applicant for the development permit enter into a Road Use Agreement with the County in relation to the Roads.

9. **Indemnity.** Each party shall indemnify and hold harmless the other party together with its employees, agents, officers, representatives, elected officials and insurers from and against any and all claims, including but not limited to penalties, fines and other liabilities, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of any breach of this Agreement by the indemnifying party, willful misconduct by the indemnifying party, or negligent performance by the indemnifying party of its obligations under the terms of this Agreement including anything done, permitted or omitted to be done by the indemnifying party, its officers, agents, employees and sub-contractors, whether occasioned by negligence or otherwise.

The indemnity obligations under section 9 above shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the parties until all such obligations are satisfied in full.

10. **Default.** If the Summer Village undertakes or permits any activity whatsoever within the Service Area which is outside of the permitted uses contemplated herein, or which may

be a nuisance or cause damage, or if the Summer Village is in default of any of the terms, covenants or conditions of this Agreement, the County may, in its absolute discretion:

- a. give the Summer Village ten (10) days written notice to rectify or remedy any such nuisance, improper activity, or default, and failing the Summer Village remedying or rectifying same this Agreement and the rights herein conferred upon the Summer Village shall automatically terminate. In such event, the Summer Village shall remain responsible for any costs owing to the County, which costs shall be payable forthwith; or
 - b. give the Summer Village ten (10) days written notice to rectify or remedy any such nuisance, improper activity, or default, and failing the Summer Village remedying or rectifying same the County shall have the right, but not be obligated, to take such action as is reasonably necessary to perform such obligations. In such event, the Summer Village shall be responsible for the payment of all costs incurred by the County forthwith to the County.
11. **Termination.** Either party may terminate this Agreement by providing at least fourteen (14) days' written notice to the other party. Such notice of termination shall not relieve the Summer Village from paying any costs owing to the County at the time of termination, which costs shall be payable forthwith upon the Summer Village providing notice of termination.
 12. **Complaints.** All complaints regarding the Roads made by residents of the Summer Village must be made to the Council of the Summer Village, which may then submit said complaints to the County.
 13. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by email or facsimile, to the applicable addresses below:

County: Box 1270

 Stettler AB TOC 2L0

 cao@stettlercounty.ca

 Attention: Chief Administrative Officer

Summer Village: Box 119

 Stettler AB TOC 2L0

 cao@whitesandsab.ca

 Attention: Chief Administrative Officer
 14. **Amendment.** This Agreement may only be amended by an instrument in writing that is signed by a duly authorized representative of each of the parties.
 15. **Preamble.** The preamble is incorporated into and forms a part of this Agreement.

- 16. **Waiver.** No indulgence or forbearance by any party shall be deemed to constitute a party giving up its rights to insist on performance in full and in a timely manner of all covenants of the other party and any such waiver must be expressed in writing and signed by such party and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.
- 17. **Severability.** If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 18. **Assignment.** This Agreement is not assignable, either in whole or in part.
- 19. **Information Collection.** Notwithstanding any other provision within this Agreement or the termination or expiry of this Agreement, the County and the Summer Village acknowledge that all information and records compiled or created under this Agreement are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25. If a request from the other party (the requesting party) is received for any of this information or records which remain in the custody of the party to whom the request is made, that party shall forward the information and records to the requesting party within five (5) calendar days of receipt of the request.
- 20. **Further Assurances.** Each of the parties shall execute and deliver all such further documents and do all such other things as the other party may reasonably request to give full effect to, better evidence of, or perfect the full intent and meaning of this Agreement.
- 21. **Counterparts.** This Agreement may be executed in any number of counterparts, where the signature of each party is on a separate signature page, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement effective the date specified above.

COUNTY OF STETTLER NO. 6

Per: _____

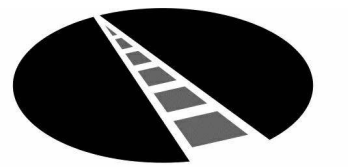
Per: _____

SUMMER VILLAGE OF WHITE SANDS

Per: _____

Per: _____

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME FOR ALL GOVERNING CODES AND BUILDING PRACTICES. THESE DRAWINGS CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES. HOWEVER, NATIONAL AND LOCAL CODES VARY WIDELY. THE DESIGNER, RAILSIDE DESIGN, SHALL NOT BE HELD LIABLE FOR ANY ERROR. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL AND LOCAL CODES. DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS. VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS. CONTRACTOR SHALL VERIFY ALL MECHANICAL AND ELECTRICAL REQUIREMENTS AND CLEARANCES. CONTRACTOR SHALL VERIFY ALL FLOOR AND ROOF BEARING LOCATIONS. CONTRACTOR SHALL VERIFY ALL BEAM AND HEADER SIZES FOR CODE COMPLIANCE.



**RAILSIDE
DESIGN**

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Fax: (866) 305-5686

Email:
admin@railsidedesign.com
www.railsidedesign.com

PROJECT:

**White Sands
Community Hall**

DRAWING TITLE:

Cover

SHEET NO:

A 1.0

DATE:

Feb. 25, 2023

SCALE:

SEAL:

Preliminary

DRAWN BY:

B.W.

CHECKED BY:

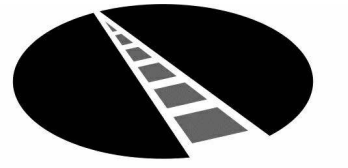
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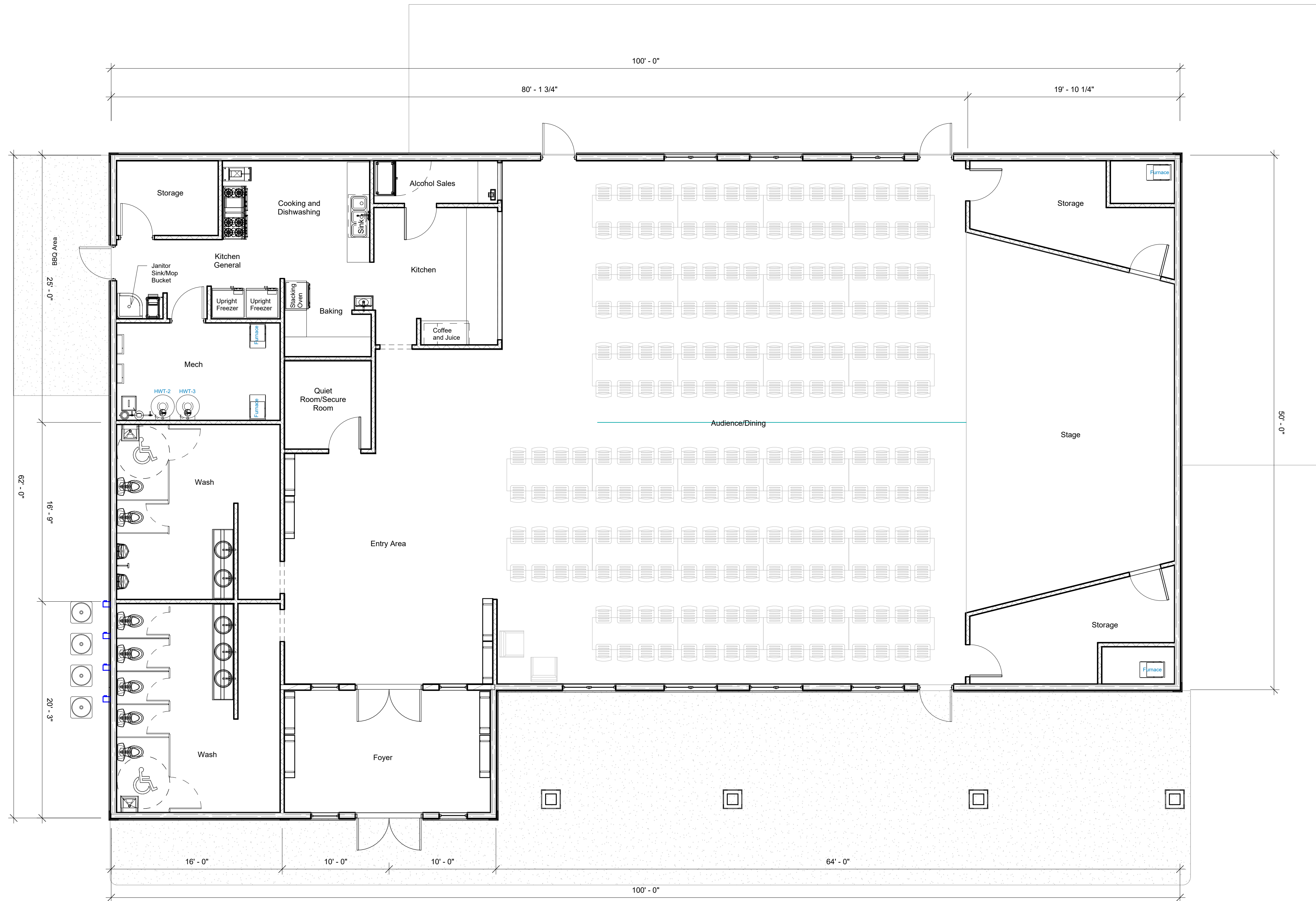
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Seating Schedule	
Locations	Seating
Fellowship	208

PROJECT:

**White Sands
Community Hall**

DRAWING TITLE:

Main Floor Layout

SHEET NO:

A 3.0

DATE:

Feb. 25, 2023

SCALE:

3/16" = 1'-0"

SEAL:

Preliminary

DRAWN BY:

B.W.

CHECKED BY:

G.W.

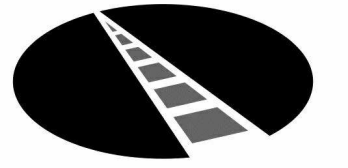
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2/25/2023 6:26:04 PM

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PROJECT:

White Sands
Community Hall

DRAWING TITLE:

Elevations

SHEET NO:

A 2.0

DATE:

Feb. 25, 2023

SCALE:

3/16" = 1'-0"

SEAL:

Preliminary

DRAWN BY:

B.W.

CHECKED BY:

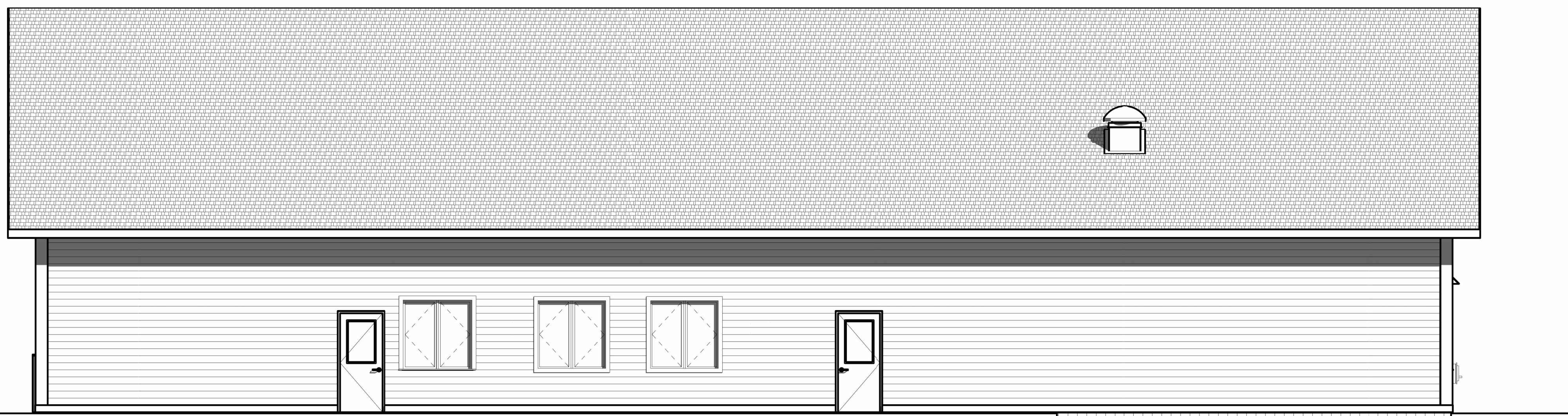
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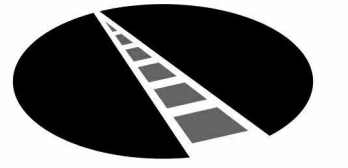
② East Elevation
3/16" = 1'-0"



① West Elevation
3/16" = 1'-0"

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PROJECT:

**White Sands
Community Hall**

DRAWING TITLE:

Elevations

SHEET NO:

A 2.1

DATE:

Feb. 25, 2023

SCALE:

3/16" = 1'-0"

SEAL:

Preliminary

DRAWN BY:

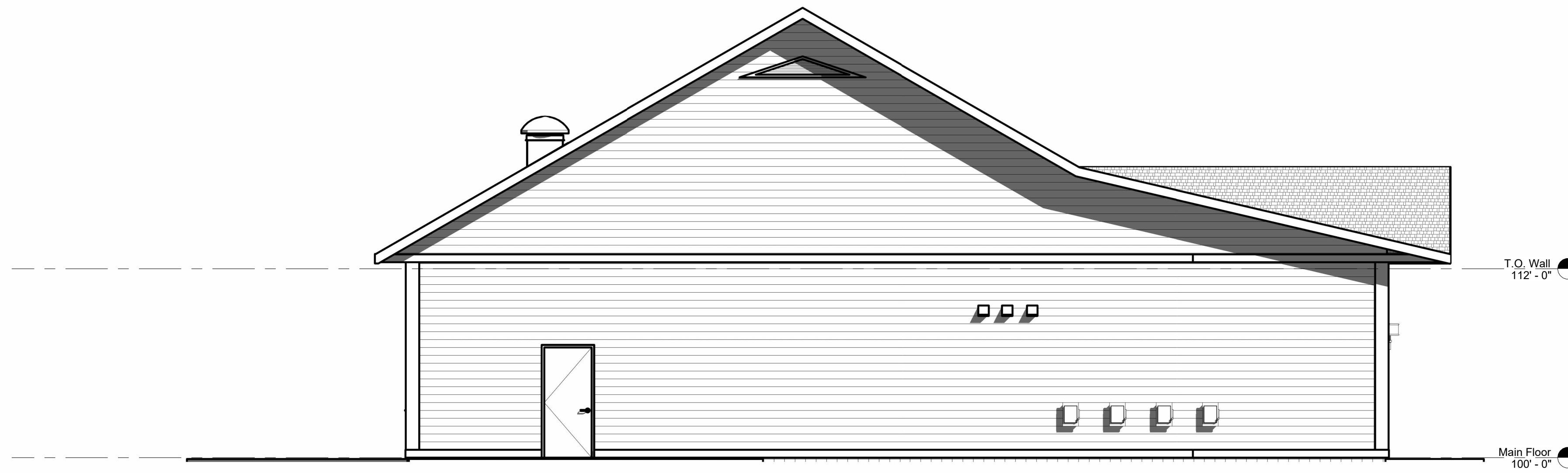
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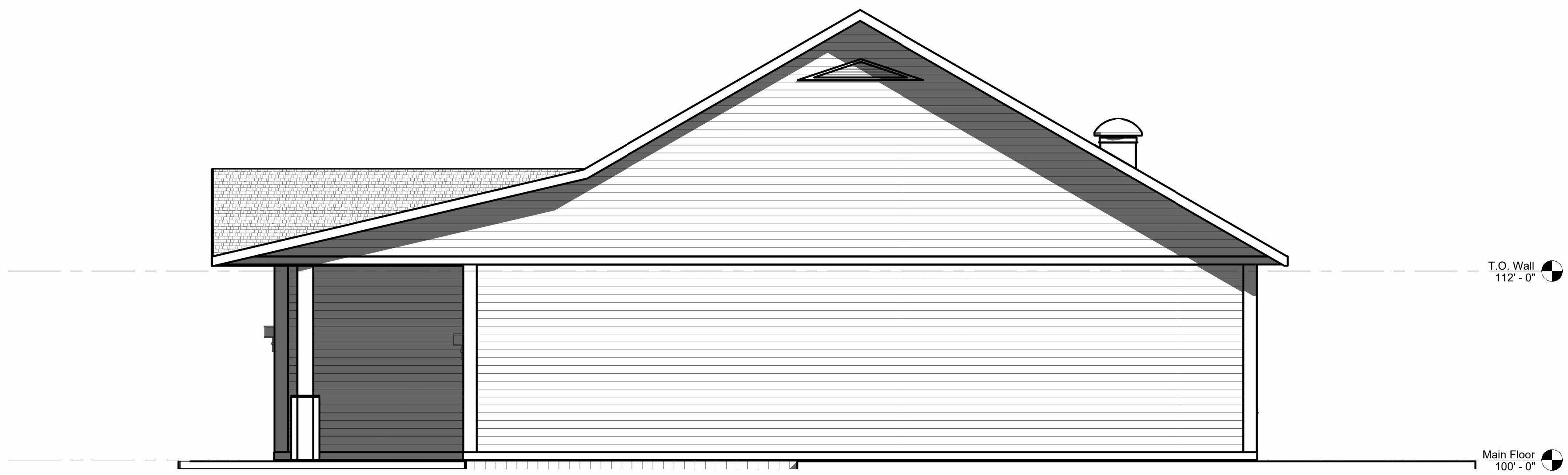
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① South Elevation
3/16" = 1'-0"



② North Elevation
3/16" = 1'-0"

DO NOT SCALE DRAWINGS



SUMMER VILLAGE OF WHITE SANDS

For the Period Ending February 28, 2023

For the month of

General Ledger	Description	2023 Budget	2023 Actual	2023 % Variance
*	General Administration	(10,370.00)	(3,964.93)	38.23
*	Protective Services	(824.00)	(824.00)	100.00
*	Transportation	(40,000.00)	0.00	0.00
*	Water	0.00	0.00	0.00
*	Planning & Development	(30,757.68)	(340.00)	1.11
*	Recreation & Parks	(6,000.00)	0.00	0.00
*	Taxes & Penalties	(736,644.63)	(1,052.28)	0.14
*	Other Revenue	0.00	0.00	0.00
**	TOTAL REVENUE	(824,596.31)	(6,181.21)	0.75
*	Council & Legislative	13,275.00	156.77	1.18
*	General Administration	145,850.00	23,547.76	16.15
*	Policing	8,900.00	0.00	0.00
*	Fire Fighting & Preventive	45,750.00	3,600.00	7.87
*	Disaster Services	5,000.00	8,915.91	178.32
*	Bylaw Enforcement	2,000.00	0.00	0.00
*	Transportation	145,850.00	11,247.23	7.71
*	Water Department	7,700.00	79.49	1.03
*	Landfill & Recycling	19,000.00	4,589.00	24.15
*	Planning & Development	34,000.00	2,678.50	7.88
*	Park & Recreation	62,075.00	8,651.16	13.94
*	Culture	11,500.00	1,618.09	14.07
*	Contingency	0.00	0.00	0.00
*	Requistitions	352,845.00	0.00	0.00
**	TOTAL EXPENSES	853,745.00	65,083.91	7.62
***	(SURPLUS)/DEFICIT-Before Amort	29,148.69	58,902.70	202.08

*** End of Report ***

SUMMER VILLAGE OF WHITE SANDS



Cheque Listing For Council

2023-Mar-8
12:11:31PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
202370032	2023-02-13	ACCESS GAS SERVICES	202301-3683	PAYMENT 50% JAN	565.61	565.61
202370033	2023-02-13	BOUNTY ONSITE INC	001-135992 001-136181	PAYMENT WIRE ROPE AND TIRE GAGE 50% TP	62.52 106.07	168.59
202370034	2023-02-13	FIVE STAR VENTURES LTD.	28626 28953 28974	PAYMENT CARDBOARD CARDBOARD BIN CARDBOARD	42.00 52.50 42.00	136.50
202370035	2023-02-13	LONGHURST CONSULTING	194482	PAYMENT FEB PRINTER	331.47	331.47
202370036	2023-02-13	STETTLER AGRI-CENTER	22133S	PAYMENT CHAINSAW	787.42	787.42
202370037	2023-02-13	STETTLER BUILDING SUPPLIES LTD.	AJ7397 AJ7581 AJ7621 AJ8013	PAYMENT DECK SCREWS AND BUOYS ANCHC STORAGE ROOM SHOP DOOR BUOY ANCHORS	20.85 24.32 26.66 110.04	181.87
202370038	2023-02-13	STETTLER HOME HARDWARE	131720 131893 131901 131931 132012	PAYMENT BATHROOM SUPPLIES AND STORAGE ROOM FRIDGE THERMOMETER WATER BUOY ANCHORS	53.53 24.21 9.44 3.75 45.89	136.82
202370039	2023-02-13	UNITED FARMERS OF ALBERTA	114487316 SOINV4248027	PAYMENT JAN TAKE IT OR LEAVE IT SHED LATCH	407.82 25.18	433.00
202370040	2023-02-28	HEATHERINGTON, TIM C				
202370041	2023-02-28	JOHNSON, QUENTON				
202370042	2023-02-27	CANADIAN REVENUE AGENCY	43	PAYMENT M202302/L202301	1,365.57	1,365.57
202370043	2023-02-27	CATALIS	20220264	PAYMENT MUNIWARE YEARLY SUB	1,858.50	1,858.50
202370044	2023-02-27	FUTURE AG INC.	IS74977	PAYMENT OIL	44.06	44.06
202370045	2023-02-27	HEATHERINGTON, TIM	13	PAYMENT SUPPLIES	67.56	67.56
202370046	2023-02-27	MUNICIPAL PROPERTY CONSULTANTS (2009) LTD.	3669	PAYMENT CAMALOT CHARGE	590.63	590.63
202370047	2023-02-27	PCPS	21931	PAYMENT GIS MAPPING SERVICES	1,048.69	1,048.69
202370048	2023-02-27	TD CANADA TRUST., (7258)	12	PAYMENT SUPPLIES	233.17	233.17
202370049	2023-02-27	TD CANADA TRUST., (8793)	74 75 76 78 79 80 81	PAYMENT NAMESPRO EMAILS OFFICE CELL SHOP CELL WEEBLY DOMAIN 2 YRS ZOOM YEARLY SUB SYBA INTEREST	18.14 42.00 36.75 302.40 143.61 114.45 5.39	662.74
202370050	2023-02-27	UPTOWN OFFICE SUPPLY LTD.	05749	PAYMENT SUPPLIES	82.85	82.85

SUMMER VILLAGE OF WHITE SANDS



Cheque Listing For Council

2023-Mar-8
12:11:31PM

Cheque						Invoice	Cheque
Cheque #	Date	Vendor Name		Invoice #	Invoice Description	Amount	Amount

Total 12,660.79

*** End of Report ***

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
for the period of January 31, 2023**

Net Balance at End of Previous Month	\$ 1,005,508.84
ADD: General Receipts	20,785.50
Interest Earned	0.00
Investments Matured	<u>0.00</u>
SUBTOTAL	1,026,294.34
LESS: General Disbursements	58,479.24
Investments	0.00
Returned Cheques	0.00
Bank and Credit Card Fees	<u>37.06</u>
SUBTOTAL	<u>58,516.30</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u><u>\$ 967,778.04</u></u>
Balance at End of Month - Bank	1,047,786.84
ADD: Outstanding Deposits	0.00
LESS: Outstanding Cheques	<u>80,008.80</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u><u>\$ 967,778.04</u></u>
RESTRICTED GRANT FUNDS:	
Unearned MSI Grants	127,336.59
Unearned CCBC Grants	<u>25,128.54</u>
SUBTOTAL	<u>152,465.13</u>
TOTAL OPERATING FUNDS	\$ 815,312.91

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
for the period of February 28, 2023**

Net Balance at End of Previous Month	\$	967,778.04
ADD: General Receipts		21,043.92
Interest Earned		0.00
Investments Matured		<u>0.00</u>
SUBTOTAL		988,821.96
LESS: General Disbursements		12,660.79
Investments		0.00
Returned Cheques		0.00
Bank and Credit Card Fees		<u>63.80</u>
SUBTOTAL		<u>12,724.59</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	\$	<u>976,097.37</u>
Balance at End of Month - Bank		1,040,310.58
ADD: Outstanding Deposits		25.00
LESS: Outstanding Cheques		<u>64,238.21</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	\$	<u>976,097.37</u>
RESTRICTED GRANT FUNDS:		
Unearned MSI Grants		127,336.59
Unearned CCBC Grants		<u>25,128.54</u>
SUBTOTAL		<u>152,465.13</u>
TOTAL OPERATING FUNDS	\$	823,632.24

MAYOR

CHIEF ADMINISTRATIVE OFFICER

CAO Report
Summer Village of White Sands
February 28, 2023

- The Year End processes are almost complete, most of the outstanding Taxes, and RV permits have been collected. Council has been getting monthly updates in the Financial Statements. Some minor adjustments were needed for the Year End for RV Permits, Accounts Payables, Accounts Receivables, and Payroll. The Summer Village has now received final 2022 Invoices from utility companies, contractors and vendors.
- Conference system Konftel conference microphone on a portable cart has been installed, and most of the bugs, and connections have been worked out.. The entire system has been designed and configured to work with the existing Internet and Wi-Fi services within the White Sands Community Hall and the White Sands old shop next door. Additional improvements will be done in the near future, but the system seems to be working.
- The SVWS has been in contact with AB Environment about the previously applied for Wetlands Applications for the three (3) wetlands within the Village. Several Engineering firms have been contacted to provide quotes for the SVWS community elevations and drainage plan. Drainage Plan is forthcoming. The Summer Village will be working with and engineering firm to develop a drainage plan, and more permanent solution for dealing with the water issues at several of the wetlands.
- The staff will be monitoring the water levels at the wetland ponds, in the ditches and the adjacent properties in the spring and early summer, until automated systems are considered or approved by Council.
- Insurance claims, and development applications. The insurance claim for the pumping incident with drainage activities which led to overland flooding in July 2022, has yet to be settled. An additional Insurance claim has been filed, and is being investigated. No update on the file.
- The property owner would like to proceed with the construction or repair of the retaining wall, with cement barrier blocks, however an engineer will not develop a plan until the Summer Village drainage plan is in place. No update on the insurance claim as of February 28, 2023. To date No Development Application or drawings has been received from the landowner for their retaining wall by Administration or the Development Officer. The project is at a standstill until we receive development drawings, or hand drawings for the development officer and Council to consider.
- We now have 120 Property Owners signed up with **Tax Installment Payment Plan (TIPPs) for 2023**. This will help the Summer Village of White Sands with monthly

cashflow in the first half of 2023. That amounts to just over \$20,000 per month, which will help pay for monthly operating expenses.

- The Docks and Mooring Management Policy is being worked on. The Summer Village has created registration tags and they are being sent out with the 2023 Registration Invoices to residents that registered for the 2022 Dock & Mooring Applications. The Yellow Registration tags are for the registrants to hang on their docks, moorings and boat lifts to identify them. These tags will be attached to the registered docks and boat lifts and clearly indicate the registered owners to Alberta Environment in 2023.
- Alberta Environment and Lands contracts department will be drafting the updated Recreation Lease (LOC) documents. The Summer Village Administration and Council has had several calls with Alberta Environment and Lands. A plan is being developed to meet the requirements, and to present plans from the Summer Village for Docks & Mooring Management, Shoreline Management, and Shoreline Long-term Development, which will include requests and suggestions for off season storage locations within the Recreation Lease – Licence of Occupation (LOC), Environmental Reserve (ER) and Municipal Reserve areas. These requests will be part of the negotiation for the next Recreation Lease. The survey data, and the Lease Boundary maps are being made for the new Recreation Lease and Right-Of-Way (ROW) documents.
- The Summer Village Council and Alberta Environment and Lands had a Zoom meeting on February 3, 2023, to discuss their expectations for the Recreation Lease / LOC/ ROW, and the following supporting documents, that will accompany the Recreation Lease for the License of Occupation (LOC) and Right of Way (ROW). 1. Shoreline Management Plan, 2. The Dock and Mooring Management Plan, 3) Long-term Shoreline Development Plan, and Possibly 4) Long-term Commercial Tourism Management Plan. The Shoreline Management plan will include plans and requests to create Dock, Mooring and Lift Storage Areas within the LOC/ ROW and Municipal Reserve (MR). It will also include a Boat Launch Development and Maintenance Plan, a Wetlands and Environmental Reserve Management Plan, and a Municipal Reserve Management Plan. Alberta Environment is open to some negotiations of the Recreation Lease and creation of storage areas within License Of Occupation (LOC), Right-Of-Way (ROW) and New Recreation Lease.
- Survey documents have previously been sent to Alberta Environment, and Lands. The Summer Village will have to contract Parkland Community Planning Services (PCPS), to create new community maps. Alberta Environments contracts and legal teams are working on the first draft of the License of Occupation Contracts (LOC) and Recreation Lease documents for Council to review. The Summer Village of White Sands staff will be working to be in compliance with the Buffalo Lake Management Plan, Buffalo Lake Intermunicipal Development Plan, and the Government of Alberta Environment Regulations, and Alberta Waterways regulations

- The Boat Launch Project will be included in the Recreation Lease and Management Plan documents, so the Summer Village will not have to apply for Temporary Field Authorizations (TFAs) to either Repair or upgrade the existing Boat Launches, or gets Engineering Plans to Build new Boat launches.
- Municipal Office/ Hall/ Multi-Use Facility Renovations project was set aside for 2022. The New Council will have to vote on how they will spend the large amount unapplied for grants that need to be spent on future Capital Projects. The Council has to spend \$290,000 worth of MSI Capital Grants from 2007 to 2018, or have the money clawed back if unspent by December 2023. Council is working on their Strategic Plan and Long-term Capital Plans and will present them for Public Feedback and Input early in the New Year, 2023.
- The 2022 Development Permits, Subdivision Permits, and completed building projects will also result in some increased Assessment and new Property taxes in 2023. The growth in municipal assessment from developments activity for 2021 and 2022 will not be sustainable in 2023 without new developments on new properties. Increased assessment values will be required to maintain pace with the increases from the 2022 inflation cost in the 2023 Budget and Tax calculations for 2023 Municipal Taxes. The more completed development, the higher the Assessment growth, the more Taxes generated without raising the Tax Mill rate.
- There was an increase in the RV permits, and temporary RV permits requested in 2022 RV Season. The majority of RV Permits have been paid to end of December 2022. Several RV Permit fees will be adjusted, and refunds or credits will be given to the property owners based on the Land Use Bylaw.
- The Summer Village of White Sands has been asked by the County of Stettler to enter into a New Road Use Agreement, to share in the additional costs of maintaining and accessing the gravel road from the Highway 56 down Range Road 404 to the Village boundary, and Highway 601, down Township Road 202, to Range Road 404. The Summer Village presented a counter-offer to the County of Stettler. However parts of the County of Stettler's new proposed Road Cost Sharing Agreement was deemed by the Summer Village as unenforceable, and is still being reviewed by the Summer Village's lawyers before the Summer Village Council will sign off on the Road Cost Sharing Agreement.
- The County of Stettler has applied for an Inter-Municipal Grant with the two summer villages, to access funding the Buffalo Lake South Shore Growth Node Traffic Study, and traffic counts, to determine the primary users of the road, and commercial users of the road, and seasonal variation and disbursement of the traffic coming to and from the Buffalo Lake Growth Node area.
- Negotiations continue with the County Stettler to try to come to terms on a Road Use Agreement to convince the County to remove the Road Bans placed on the County Roads providing access to the Summer Village of White Sands. The Road bans, along

with the ban of use of the County's sewage lagoons, have placed an unfair cost burden on the Summer Village and the summer Village residence. The Summer Village presented a counter-offer to the County of Stettler to remove the Road Bans for an annual cost sharing fee for services of \$40,000. Negotiations and ongoing discussions and grant funding are being applied for with Municipal Affairs and Alberta Transportation

- The Summer Village will continue to remove dead trees, and educate the public on the "Fire-Smart" program, and the Summer Village will be applying for funding for the program in 2023/2024.
- The Summer Village of White Sands Strategic Plan, Long-term Capital Budgets, and Long-term Operating Budgets, are almost ready in the DRAFT form to present to the public for feedback and input.



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Shaw*

AR111005

Dear Chief Elected Officials:

My colleague, the Honourable Travis Toews, President of Treasury Board and Minister of Finance, has tabled *Budget 2023* in the Alberta Legislature. I am writing to share information with you about how *Budget 2023* impacts municipalities.

Alberta's government is helping to secure Alberta's future by investing almost \$1 billion to build stronger communities across our province. The Municipal Affairs budget reflects an overall increase of \$45.2 million from the previous budget. These investments will continue to support municipalities in providing well-managed, collaborative, and accountable local government to Albertans.

We have heard frequently how important it is for Alberta municipalities to secure reliable, long-term funding for infrastructure and services in your communities. Through *Budget 2023*, capital support for municipalities is being maintained with \$485 million provided through the Municipal Sustainability Initiative (MSI). In addition, we are doubling MSI operating funding to \$60 million. The estimated 2023 MSI allocations are available on the program website at www.alberta.ca/municipal-sustainability-initiative.aspx.

Next year, we will be introducing the Local Government Fiscal Framework (LGFF), an updated framework that ties funding to provincial revenue changes, which will ensure sustainable funding levels for the province and allow municipalities to plan more effectively for the future. The baseline funding amount for the LGFF will be \$722 million in 2024/25. Furthermore, we heard your feedback and, subject to approval by the Legislature, are updating the legislation so that this amount will increase or decrease at 100 per cent of the percentage change in provincial revenues from three years prior, rather than 50 per cent as legislated. Based on the most current financial data and subject to approval of the legislation, we anticipate funding for municipalities will increase by 12.6 per cent to approximately \$813 million for the 2025/26 fiscal year.

The federal Canada Community-Building Fund (CCBF), which provides infrastructure funding to municipalities throughout the province, will see an increase of \$11.1 million to Alberta. The estimated 2023 CCBF allocations are available on the program website at www.alberta.ca/canada-community-building-fund.aspx.

MSI and CCBF program funding is subject to the Legislative Assembly's approval of *Budget 2023*. Individual allocations and 2023 funding are subject to ministerial authorization under the respective program guidelines. Federal CCBF funding is also subject to confirmation by the Government of Canada. Municipalities can anticipate receiving letters confirming MSI and CCBF funding commitments in April.

.../2

I am pleased to inform you that an additional \$3 million in grant funding is being committed in support of local public library boards, which means an increase of at least five per cent for all library boards. This funding increase will help maintain the delivery of critical literacy and skill-building resources to Albertans. There will also be an increase of \$800,000 in funding to the Land and Property Rights Tribunal to expand capacity for timely surface rights decisions.

Additionally, *Budget 2023* will provide an increase of \$500,000 to provide fire services training grants. Public safety is always a priority, and while we respect that fire services is a municipal responsibility, our government recognizes that a strong provincial-municipal partnership remains key to keeping Albertans safe.

As we all look forward to the year ahead, I want to re-iterate that Alberta municipalities remain our partners in economic prosperity and in delivering the critical public services and infrastructure that Albertans need and deserve. Municipal Affairs remains committed to providing sustainable levels of capital funding, promoting economic development, and supporting local governments in the provision of programs and services.

Alberta's economy has momentum, and we are focused on even more job creation and diversification as we continue to be the economic engine of Canada. At the same time, we recognize Albertans are dealing with the financial pressures of high inflation.

Budget 2023 will help grow our economy while also strengthening health care, improving public safety, and providing relief to Albertans through the inflation crisis. Alberta's government will do its part by remaining steadfastly committed to responsible management, paying down the debt, and saving for tomorrow.

With these priorities in mind, we will move forward together in fulfilling Alberta's promise and securing a bright and prosperous future for Alberta families.

Sincerely,

A handwritten signature in black ink, reading "Rebecca Schulz". The signature is written in a cursive, flowing style.

Rebecca Schulz
Minister

Alberta Seniors Benefit:

This program provides monthly cash benefits for eligible seniors with low income. It provides support in addition to the federal benefits received including Old Age Security and Guaranteed Income Supplement.

Learn more about this program and find out if you are eligible at: <https://www.alberta.ca/alberta-seniors-benefit.aspx> or call the Alberta Supports Contact Centre at 1-877-644-9992.

Can I direct my education property tax to a private school?

No. By provincial law, money collected through the education property tax can only be used to fund the public education system, which includes public and separate schools. Private school funding comes from three sources: provincial general revenues, tuition or instruction fees paid by parents, and private fundraising.

Why are property owners asked to declare their faith?

In Alberta, the Constitution guarantees Roman Catholic citizens' minority rights to a separate education system. In communities with separate school jurisdictions, property owners can declare they are of the Roman Catholic faith so their education property tax dollars can be directed to those separate school jurisdictions.

For more information

Contact your municipality regarding:

- the assessed value of your property;
- market value assessment;
- declaration of school board support; or
- monthly tax installment plans.

Seniors - Contact Alberta Supports Contact Centre:

toll-free at 1-877-644-9992, or visit the website at <https://www.alberta.ca/seniors-and-housing.aspx> for more information on:

- the Seniors Property Tax Deferral Program;
- the Alberta Seniors Benefit; or
- other provincial programs and services for seniors.

Contact the Government of Alberta education property tax line:

780-422-7125 (toll-free in Alberta by first dialing 310-0000)

Education funding information:

Details of the Alberta School Foundation Fund are published in the Alberta Education Annual Report, available online at: <https://www.alberta.ca/government-and-ministry-annual-reports.aspx>

Overall education funding information can be found online at: <https://www.alberta.ca/k-to-12-education-funding-model.aspx>

Education property tax

Facts and information

Facts

An accessible, quality education system is a priority for this government, and for all Albertans. Funding to the K-12 education system incorporates two revenue sources – general provincial revenues and education property taxes. Using two revenue streams provides stability for education funding.

In 1994, the Government of Alberta established the Alberta School Foundation Fund (ASFF). This fund makes certain that the education property tax is accounted for separately from general revenues.

F.A.Q.s

What does the education property tax pay for?

The education property tax supports all public and separate school students. The education property tax helps pay for instructional costs including teacher salaries, textbooks, and other classroom resources.

How is my share of the education property tax calculated?

Your share is based on the assessment value of your property and the local education property tax rate.

A decrease in the local education property tax rate can help lessen the impact of assessment value increases on your individual tax bill.

Where does the education property tax go?

The money collected from the education property tax goes to fund Albertans' priorities in education. The education property tax is pooled into the ASFF and then distributed among Alberta's public and separate school boards on an equal per-student basis.

All separate school boards in the province have opted-out of the ASFF, which means they requisition and collect property tax money from the municipalities directly. Any difference between what an opted-out board collects and what they are entitled to receive is adjusted for so there is no financial gain to a school jurisdiction that opts out of the ASFF.

How does the province collect the education property tax?

Every year the province calculates, based on assessment value, the amount each municipality must contribute towards the public education system.

Municipalities collect the education property tax from ratepayers and then forward it to the province for deposit into the ASFF.

Why is education partially funded through property tax?

The education property tax provides Alberta's education system with a stable and sustainable source of revenue. Pooling the education property tax in the ASFF ensures that students receive a quality education regardless of their municipality's assessment wealth.

Does everyone pay the education property tax?

All property owners pay the education property tax (with some exceptions, such as some non-profit organizations and seniors' lodge facilities). People who rent or lease property may also contribute indirectly through their monthly rent or lease payments. As the education system benefits all Albertans, people without children in school also pay the education property tax.

Every Albertan benefits from a quality education system. The education property tax supports an education system that is producing the workforce of tomorrow.

Do seniors have to pay the education property tax?

The education tax is a tax on property assessment; therefore, seniors who own property must pay the education property tax. The Government of Alberta has implemented programs to assist seniors.

Seniors Property Tax Deferral Program

The Seniors Property Tax Deferral Program allows eligible senior homeowners to defer all or part of their property taxes through a low- interest home equity loan with the Alberta government. The government then pays the property taxes on behalf of the eligible homeowner. The loan does not have to be repaid until the property is sold or sooner if they so choose. For more information, please visit www.alberta.ca/seniors-property-tax-deferral-program.aspx

2023 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2022	2023	% Change	2022	2023	% Change	2022	2023	% Change
Village of Morrin	\$35,549	\$34,032	-4%	\$3,856	\$3,901	1%	\$39,405	\$37,934	-4%
Village of Munson	\$44,078	\$44,158	0%	\$5,056	\$4,871	-4%	\$49,134	\$49,029	0%
Village of Myrnam	\$38,841	\$37,112	-4%	\$5,217	\$5,079	-3%	\$44,057	\$42,191	-4%
Village of Nampa	\$62,777	\$60,803	-3%	\$70,735	\$68,113	-4%	\$133,511	\$128,916	-3%
Village of Paradise Valley	\$21,154	\$20,531	-3%	\$5,061	\$4,906	-3%	\$26,215	\$25,437	-3%
Village of Rockyford	\$63,229	\$62,185	-2%	\$22,886	\$23,008	1%	\$86,115	\$85,193	-1%
Village of Rosalind	\$29,609	\$30,101	2%	\$9,844	\$8,983	-9%	\$39,453	\$39,085	-1%
Village of Rosemary	\$69,233	\$67,990	-2%	\$8,229	\$8,093	-2%	\$77,463	\$76,083	-2%
Village of Rycroft	\$93,736	\$90,563	-3%	\$93,629	\$92,181	-2%	\$187,365	\$182,744	-2%
Village of Ryley	\$64,771	\$63,793	-2%	\$42,702	\$42,379	-1%	\$107,473	\$106,173	-1%
Village of Spring Lake	\$323,259	\$347,801	8%	\$10,613	\$11,290	6%	\$333,871	\$359,091	8%
Village of Standard	\$77,333	\$72,653	-6%	\$56,519	\$51,829	-8%	\$133,851	\$124,482	-7%
Village of Stirling	\$261,559	\$256,691	-2%	\$9,605	\$11,494	20%	\$271,165	\$268,185	-1%
Village of Veteran	\$23,395	\$23,192	-1%	\$9,100	\$9,070	0%	\$32,495	\$32,261	-1%
Village of Vilna	\$27,970	\$27,753	-1%	\$7,947	\$7,296	-8%	\$35,917	\$35,049	-2%
Village of Warburg	\$128,228	\$122,725	-4%	\$35,643	\$35,596	0%	\$163,872	\$158,321	-3%
Village of Warner	\$58,945	\$58,862	0%	\$15,832	\$15,810	0%	\$74,777	\$74,671	0%
Village of Waskatenau	\$40,257	\$38,462	-4%	\$6,794	\$6,453	-5%	\$47,051	\$44,915	-5%
Village of Youngstown	\$22,608	\$22,084	-2%	\$6,768	\$7,082	5%	\$29,376	\$29,165	-1%
Summer Village									
Summer Village of Argentia Beach	\$211,812	\$207,923	-2%	\$1,140	\$1,123	-1%	\$212,952	\$209,046	-2%
Summer Village of Betula Beach	\$61,459	\$61,013	-1%	\$202	\$197	-3%	\$61,661	\$61,210	-1%
Summer Village of Birch Cove	\$34,894	\$36,363	4%	\$192	\$187	-3%	\$35,086	\$36,550	4%
Summer Village of Birchcliff	\$459,049	\$466,572	2%	\$7,082	\$7,049	0%	\$466,131	\$473,621	2%
Summer Village of Bondiss	\$161,898	\$168,167	4%	\$2,710	\$2,693	-1%	\$164,608	\$170,860	4%
Summer Village of Bonnyville Beach	\$68,899	\$65,826	-4%	\$649	\$636	-2%	\$69,547	\$66,463	-4%
Summer Village of Burnstick Lake	\$54,461	\$53,213	-2%	\$125	\$122	-2%	\$54,587	\$53,335	-2%
Summer Village of Castle Island	\$33,567	\$35,386	5%	\$59	\$58	-2%	\$33,626	\$35,444	5%
Summer Village of Crystal Springs	\$208,076	\$221,198	6%	\$1,186	\$1,156	-2%	\$209,262	\$222,354	6%
Summer Village of Ghost Lake	\$120,527	\$123,412	2%	\$249	\$244	-2%	\$120,777	\$123,655	2%
Summer Village of Golden Days	\$311,689	\$342,293	10%	\$3,037	\$2,979	-2%	\$314,726	\$345,271	10%
Summer Village of Grandview	\$218,796	\$258,067	18%	\$1,048	\$1,028	-2%	\$219,844	\$259,095	18%
Summer Village of Gull Lake	\$249,454	\$250,392	0%	\$4,428	\$4,384	-1%	\$253,882	\$254,776	0%
Summer Village of Half Moon Bay	\$112,582	\$106,841	-5%	\$150	\$147	-2%	\$112,732	\$106,988	-5%
Summer Village of Horseshoe Bay	\$43,545	\$39,794	-9%	\$667	\$667	0%	\$44,212	\$40,460	-8%
Summer Village of Island Lake	\$290,343	\$295,487	2%	\$2,485	\$2,466	-1%	\$292,828	\$297,953	2%
Summer Village of Island Lake South	\$66,708	\$72,031	8%	\$404	\$396	-2%	\$67,112	\$72,427	8%
Summer Village of Itaska Beach	\$97,823	\$109,828	12%	\$568	\$552	-3%	\$98,392	\$110,380	12%
Summer Village of Jarvis Bay	\$452,547	\$452,831	0%	\$1,361	\$1,331	-2%	\$453,908	\$454,161	0%
Summer Village of Kapasiwin	\$79,097	\$77,548	-2%	\$311	\$307	-1%	\$79,408	\$77,855	-2%
Summer Village of Lakeview	\$45,696	\$43,845	-4%	\$245	\$249	2%	\$45,941	\$44,094	-4%
Summer Village of Larkspur	\$81,404	\$78,940	-3%	\$215	\$213	-1%	\$81,619	\$79,153	-3%
Summer Village of Ma-Me-O Beach	\$259,982	\$263,469	1%	\$7,534	\$7,493	-1%	\$267,516	\$270,961	1%

Requisitions are actuals, subject to revision

Classification: Public

2023 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2022	2023	% Change	2022	2023	% Change	2022	2023	% Change
Summer Village of Mewatha Beach	\$148,589	\$146,696	-1%	\$831	\$855	3%	\$149,420	\$147,551	-1%
Summer Village of Nakamun Park	\$86,544	\$92,315	7%	\$541	\$526	-3%	\$87,085	\$92,841	7%
Summer Village of Norglenwold	\$543,582	\$569,217	5%	\$2,047	\$2,021	-1%	\$545,630	\$571,238	5%
Summer Village of Norris Beach	\$87,877	\$94,726	8%	\$653	\$649	-1%	\$88,531	\$95,375	8%
Summer Village of Parkland Beach	\$197,279	\$193,165	-2%	\$9,100	\$9,225	1%	\$206,379	\$202,389	-2%
Summer Village of Pelican Narrows	\$148,632	\$151,805	2%	\$1,136	\$1,113	-2%	\$149,768	\$152,918	2%
Summer Village of Point Alison	\$60,725	\$63,262	4%	\$275	\$266	-3%	\$61,000	\$63,528	4%
Summer Village of Poplar Bay	\$231,416	\$246,847	7%	\$1,460	\$1,420	-3%	\$232,876	\$248,266	7%
Summer Village of Rochon Sands	\$161,168	\$156,066	-3%	\$1,574	\$1,536	-2%	\$162,742	\$157,602	-3%
Summer Village of Ross Haven	\$157,865	\$155,676	-1%	\$813	\$793	-2%	\$158,678	\$156,469	-1%
Summer Village of Sandy Beach	\$114,472	\$119,453	4%	\$2,208	\$2,112	-4%	\$116,680	\$121,565	4%
Summer Village of Seba Beach	\$477,518	\$455,495	-5%	\$14,737	\$14,223	-3%	\$492,255	\$469,718	-5%
Summer Village of Silver Beach	\$213,370	\$235,535	10%	\$749	\$723	-4%	\$214,120	\$236,257	10%
Summer Village of Silver Sands	\$139,605	\$144,599	4%	\$3,950	\$3,898	-1%	\$143,555	\$148,497	3%
Summer Village of South Baptiste	\$50,600	\$50,705	0%	\$2,704	\$2,823	4%	\$53,304	\$53,528	0%
Summer Village of South View	\$49,675	\$50,387	1%	\$477	\$466	-2%	\$50,152	\$50,853	1%
Summer Village of Sunbreaker Cove	\$363,366	\$357,659	-2%	\$586	\$571	-2%	\$363,952	\$358,230	-2%
Summer Village of Sundance Beach	\$146,055	\$153,005	5%	\$297	\$295	-1%	\$146,352	\$153,300	5%
Summer Village of Sunrise Beach	\$69,763	\$73,345	5%	\$500	\$499	0%	\$70,263	\$73,843	5%
Summer Village of Sunset Beach	\$89,211	\$88,307	-1%	\$560	\$547	-2%	\$89,771	\$88,855	-1%
Summer Village of Sunset Point	\$178,437	\$196,126	10%	\$670	\$662	-1%	\$179,106	\$196,788	10%
Summer Village of Val Quentin	\$117,650	\$114,209	-3%	\$851	\$838	-2%	\$118,502	\$115,047	-3%
Summer Village of Waiparous	\$87,562	\$91,622	5%	\$162	\$160	-1%	\$87,725	\$91,782	5%
Summer Village of West Baptiste	\$96,596	\$98,589	2%	\$486	\$475	-2%	\$97,082	\$99,065	2%
Summer Village of West Cove	\$148,143	\$144,650	-2%	\$748	\$728	-3%	\$148,891	\$145,378	-2%
Summer Village of Whispering Hills	\$121,739	\$126,493	4%	\$1,046	\$1,033	-1%	\$122,786	\$127,526	4%
Summer Village of White Sands	\$297,887	\$293,946	-1%	\$1,824	\$2,151	18%	\$299,711	\$296,097	-1%
Summer Village of Yellowstone	\$90,483	\$95,352	5%	\$600	\$584	-3%	\$91,083	\$95,936	5%
Improvement District									
Improvement District No. 04 (Waterton)	\$410,378	\$444,591	8%	\$242,641	\$233,312	-4%	\$653,019	\$677,903	4%
Improvement District No. 09 (Banff)	\$319,681	\$279,775	-12%	\$2,673,345	\$2,157,390	-19%	\$2,993,026	\$2,437,166	-19%
Improvement District No. 12 (Jasper National Park)	\$14,956	\$14,940	0%	\$198,501	\$199,178	0%	\$213,457	\$214,118	0%
Improvement District No. 13 (Elk Island)	\$990	\$943	-5%	\$23,910	\$23,343	-2%	\$24,900	\$24,286	-2%
Improvement District No. 24 (Wood Buffalo)	\$6,534	\$6,290	-4%	\$3,918	\$3,832	-2%	\$10,452	\$10,122	-3%
Kananaskis Improvement District	\$167,207	\$161,029	-4%	\$423,830	\$398,650	-6%	\$591,037	\$559,678	-5%
Special Area									
Special Areas Board	\$1,633,021	\$1,600,593	-2%	\$9,687,466	\$8,948,803	-8%	\$11,320,487	\$10,549,396	-7%
Townsite									
Townsite of Redwood Meadows Administration Society	\$457,165	\$480,553	5%	\$0	\$0	0%	\$457,165	\$480,553	5%

Requisitions are actuals, subject to revision

Classification: Public

Assessment Code	Tax Status	Grand Totals			
		Previous (2021)	New (2022)	Growth	Inflation
1 residential imp	T	102,887,510	108,423,980	2,601,320	2,935,150 2.9%
2 vac residential	T	10,327,050	10,432,490	-174,570	280,010 2.7%
3 commercial imp	T	93,680	0	-93,680	0 0.0%
4 farmland	T	630	630	0	0 0.0%
10 exempt res	E	1,052,620	1,134,530	0	81,910 7.8%
11 exempt public	E	4,742,650	4,969,640	5,040	221,950 4.7%
Total:		119,104,140	124,961,270	2,338,110	3,519,020 3.0%

Municipal Assessment

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
1	residential imp	306	T	49,405,570	59,018,410	0	108,423,980
2	vac residential	97	T	10,432,490	0	0	10,432,490
4	farmland	1	T	630	0	0	630

Taxable Total: 404 59,838,690 59,018,410 0 118,857,100

Sub Total: 404 59,838,690 59,018,410 0 118,857,100

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
10	exempt res	11	E	854,950	279,580	0	1,134,530
11	exempt public	36	E	4,534,380	435,260	0	4,969,640

Exempt Total: 47 5,389,330 714,840 0 6,104,170

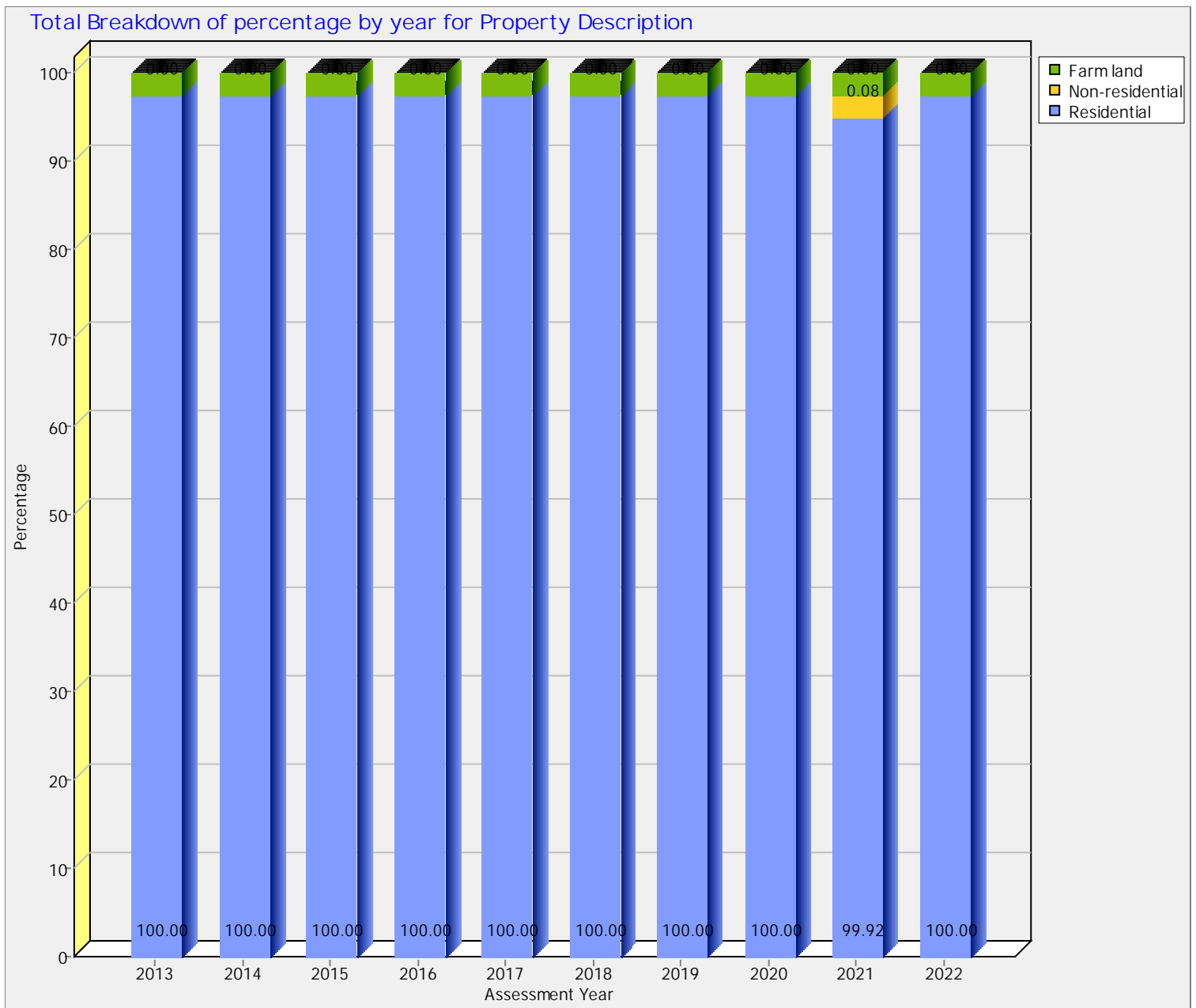
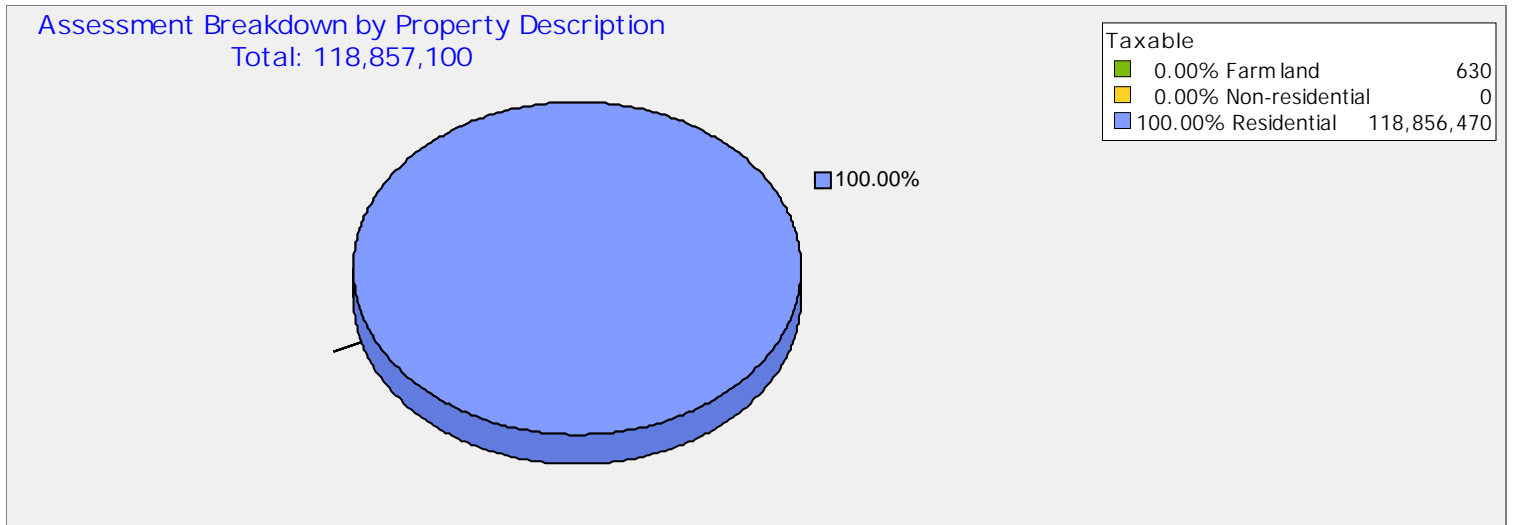
For Municipal Assessment: 451 65,228,020 59,733,250 0 124,961,270

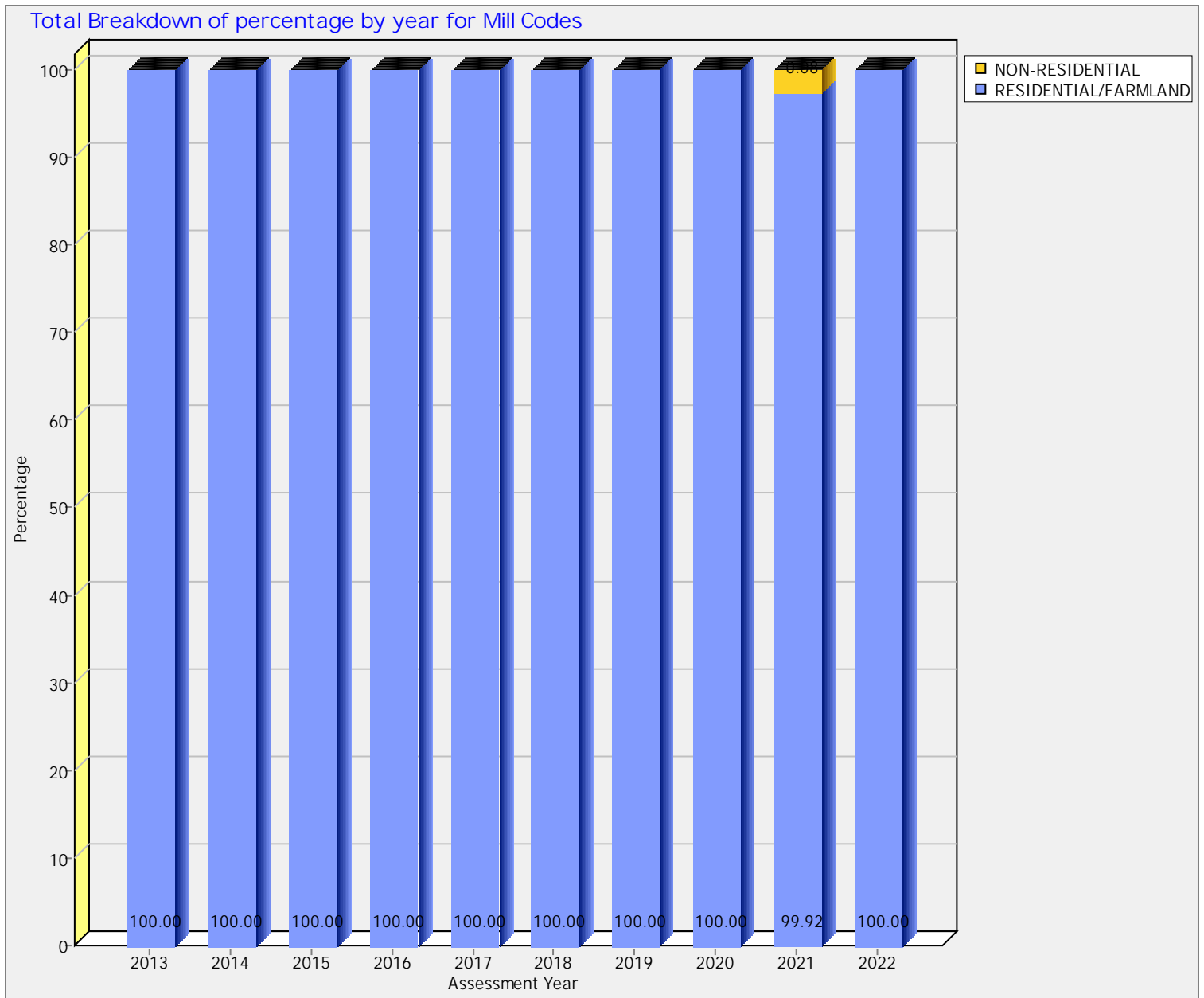
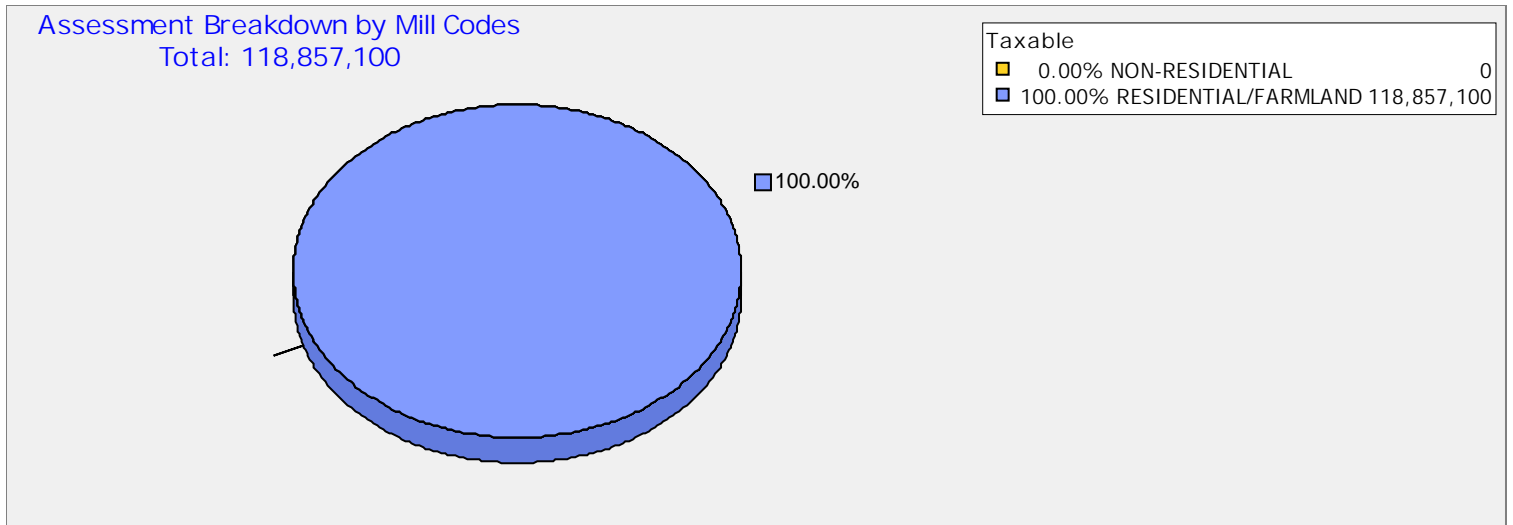
Grand Totals

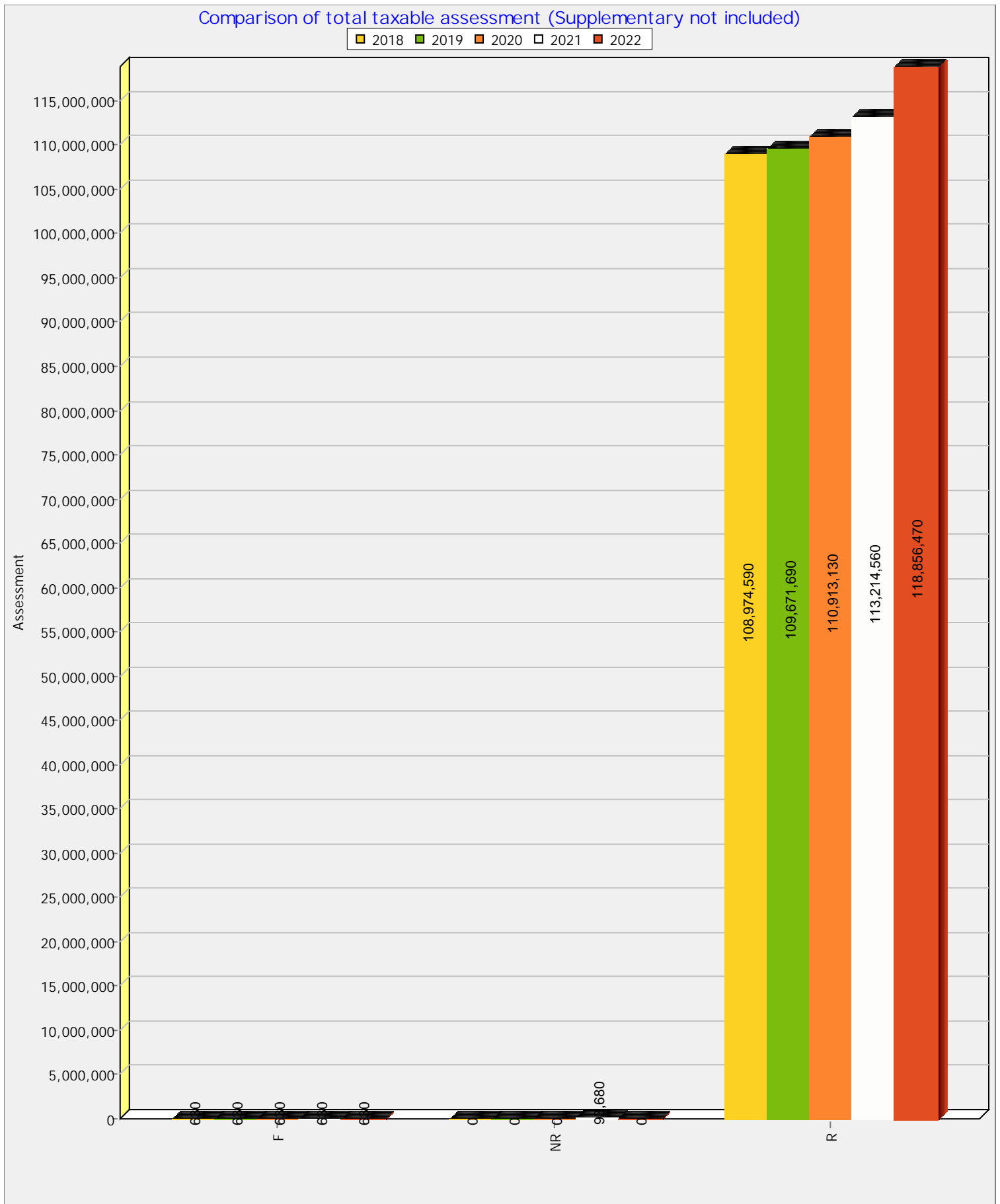
Taxable Total: 404 59,838,690 59,018,410 0 118,857,100

Exempt Total: 47 5,389,330 714,840 0 6,104,170

Parcels: 451 451 65,228,020 59,733,250 0 124,961,270







SUMMER VILLAGE OF WHITE SANDS

Prepared by: Administration **Number:** XIV
Adopted by: White Sands Council **Date:** April 29/22
Amended: March 15, 2028 **Resolution#** 22:04:087

Title: Piers, Wharves, Docks, Moorings, and Boatlifts

Definitions: A “back lot” property owner is one who does not share a property boundary with a waterbody or have direct access to it.

A “semi-waterfront” landowner is someone who owns the land directly adjoining a municipal or environmental reserve that directly adjoins the bank of a waterbody.

A “waterfront” landowner owns the land directly adjoining the bank of a waterbody

Purpose: This Council Policy is enacted to complement the Alberta Government Disturbance Standard for Temporary Seasonal Docks for Recreation Purposes (Disturbance Standard) (2021). This is also recognizing the ownership of the “Bed and Shore” of Buffalo Lake is Crown Land and under the control of Alberta Environment to regulate the placement of structures.

Statement: The Summer Village of White Sands has no legal right to control the placement of docks, wharves, piers, buoys or moorings, or other structures in or on the bed and shore of Buffalo Lake. The Summer Village must support the Provincial Management Right of Way (ROW) Lands plans and regulations under Alberta Environment Standards.

General: Under Alberta Environment regulations of a seasonal private dock, owners will be regulated by the Disturbance Standards. Alberta Environment requires an application Temporary Field Authorization (TFA) for any docks, moorings, wharves, etc. In the Summer Village of White Sands, there are no waterfront landowners. There are only seven (7) semi-waterfront landowners and the rest are considered back lot property due to there being an environmental and/or municipal reserve that surrounds the lake.

Parameters: Council recognizes that the municipality is the semi-waterfront owner. An application must be received with the fee payment for said application of approval to cross the municipal reserve and leased environmental reserve to access the bed and shore and must adhere to the Public Lands Act regarding disturbances.

Policy: Administration is directed to grant permission to backlot owners of the Summer Village of White Sands to place seasonal docks with permission from the semi-waterfront property owner, which is the Summer Village. All applicants must provide a copy of the Summer Village registration form in the prescribed form in this policy accompanied by the fee payment of \$50.00 annually.

Helpful Links: Disturbance Standard:
<https://open.alberta.ca/dataset/2e15695b-51fb-4034-b581-92c4a9a1647c/resource/0ea88981-7343-474e-948c-994bfd6aef51/download/aep-disturbance-standard-temporary-seasonal-docks-mooring-structures-2021-04.pdf>

Mooring Disturbance Standard Waterfront and Semi-waterfront Property Owners Fact Sheet:
<https://open.alberta.ca/dataset/c0b4202b-73b1-4c3f-8022-1e8c6a49efd5/resource/f7110e69-0dd6-4bff-8aaf-f8545d9bf942/download/aep-mooring-disturbance-standard-waterfront-semi-waterfront-property-owners-2021-03.pdf>

Summer Village of White Sands
Application Guide
For
Piers/Docks and Boat Lifts



The Summer Village of White Sands
PO Box 119
White Sands AB T0C 2L0
Phone 403-742-4717 Fax 403-742-4771
e-mail: cao@whitesandsab.ca

Steps for Obtaining Backlot Permits

Before returning your application, the following **must** be included otherwise your application will not be processed.

- Review the *Docking and Mooring Standards Fact Sheet*
- Review the *Docking and Mooring Disturbance Standards*
- Review the *XVI Designated Public Swimming Areas Policy*
- Summer Village of White Sands Policy Application Form
- Application/Processing Fee of \$75.00 (paid online on the website or paid by cheque/cash that can be in-person or by mail).



Box 119
 Stettler, AB T0C 2L0
 Phone (403) 742-4717
 Fax (403) 742-4771
 Website: www.whitesandsab.ca
 Email: cao@whitesandsab.ca

AUTHORIZATION FOR TEMPORARY CROSSING ACCESS OF MUNICIPAL AND ENVIRONMENTAL RESERVE LAND.

APPLICANT INFORMATION		
NAME:		
HOME MAILING ADDRESS:		
LAKE ADDRESS:		
TELEPHONE:	E-MAIL:	
SITE INFORMATION – PROPOSED LOCATION OF DOCK OR MOORING STRUCTURE		
CIVIC ADDRESS OF LOT ADJACENT TO MR and ER:		
LOT:	BLOCK:	PLAN:
PROPERTY OWNER OF LOT ADJACENT TO MUNICIPAL OR ENVIRONMENTAL RESERVE LANDS? YES NO		
GPS COORDINATES FOR THE STRUCTURES:		
NUMBER of DOCKS OR MOORING STRUCTURES:	NUMBER OF BOATS:	NUMBER OF PERSONAL WATERCRAFT:
REQUEST DETAILS		
ARE YOU A PROPERTY OWNER IN THE SUMMER VILLAGE		<input type="checkbox"/> YES <input type="checkbox"/> NO
AGREEMENT TO CONDITIONS FOR THE AUTHORIZATION OF USE		
<ul style="list-style-type: none"> Approved authorizations are for the applicant’s access to their seasonal dock, boat lifts and mooring structures. Authorization does NOT give unrestrictive access to the lands for the applicant, nor does it restrict access by others. Reserve lands and Municipal Reserve are for Public use and enjoyment. I acknowledge by my signature that the Summer Village of White Sands assumes no responsibility for damage done to docks, moorings, watercraft, their content, or accessories thereon due to fire, theft, accident, vandalism, or acts of nature. I agree to hold the Summer Village of White Sands harmless and further acknowledge that I am not receiving any compensation for the use of my dock space. Docks, Boatlifts, and other Mooring Structures are NOT to be stored on Municipal and Environmental Reserve lands within the Summer Village of White Sands. Clearing of trees or brush on Municipal and Environmental Reserve lands is NOT permitted. No structures are to be constructed or stored upon the Municipal and Environmental Reserve Lands. The Summer Village of White Sands may consent, deny, or revoke this agreement at any time upon written notice. 		
_____ Applicant Signature 1	_____ Applicant Signature 2	

OFFER TO PURCHASE

DATE: FEBRUARY 13, 2023
FROM: COUNTY OF STETTLER NO. 6
TO: Susan Danielle Larose (the "Vendor")

1. DEFINITIONS

In this Offer, the following terms shall have the meanings hereunder set forth unless the context of subject matter is inconsistent therewith:

- (a) "Agreement" means the agreement of purchase and sale of the Lands constituted by the acceptance of this Offer by the Vendor.
- (b) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in Alberta.
- (c) "Closing" means the closing of the purchase and sale of the Lands at the time and in the manner provided for in Section 10 hereof.
- (d) "Closing Date" means the date that is thirty (30) days following satisfaction or waiver of the Purchaser's Conditions.
- (e) "Condition Date" has the meaning set forth in Section 5.
- (f) "Lands" means the lands legally described in Schedule "A".
- (g) "Lease" means the existing grazing lease between the Vendor as landlord, and Kale Gist as tenant.
- (h) "Offer" means this offer to purchase made by the Purchaser to the Vendor.
- (i) "Permitted Encumbrances" means those encumbrances, liens or interest described in Schedule "B" hereto.
- (j) "Purchaser" means County of Stettler No. 6.
- (k) "Purchaser's Conditions" has the meaning set forth in Section 5.
- (l) "Purchase Price" means Eight Hundred Thousand (\$800,000.00) Dollars plus GST.
- (m) "Purchaser's Solicitors" means Reynolds Mirth Richards & Farmer LLP, of 3200, 10180-101 Street, Edmonton, AB, T5J 3W8, Attention: Jeffrey L Daniels.
- (n) "Tenancies" means any leases, any other rights of use or occupancy pertaining to the Lands to which the Vendor is a party as lessor, sublessor, offeror, licensor or grantor.
- (o) "Vendor" means Susan Danielle Larose.

- (p) "Vendor's Solicitors" means Davidson-Stiles of 4701 50 Street, Stettler AB, T0C 2L0
Attention: Jeff Davidson

2. OFFER TO PURCHASE

The Purchaser hereby offers to purchase from the Vendor the Lands, free and clear of any encumbrances, liens, restricted covenants or interest except the Permitted Encumbrances and free of any Tenancies (except the Lease) upon the terms and subject to the conditions hereinafter set forth.

3. PURCHASE PRICE

The consideration payable by the Purchaser to the Vendor for the Lands shall be the Purchase Price, subject to adjustments in accordance with Section 4. The Purchase Price, as adjusted, shall be paid as follows:

- (a) A deposit of Ten Thousand (\$10,000.00) Dollars (the "Deposit") paid to the Purchaser's solicitor, in trust, within five (5) Business Days of full execution of this Agreement.
- (b) The balance of the Purchase Price, together with the Deposit, subject to adjustments pursuant to Section 4, shall be paid to the Vendor's solicitor by solicitor's trust cheque, EFT, or wire transfer on or before the Closing Date.

4. ADJUSTMENTS

- (a) The Vendor shall be responsible for and shall pay all municipal property and local improvement taxes, rates, utilities, levies and other charges accrued against the Lands up to and including the Closing Date.
- (b) The Purchase Price shall be adjusted on the Closing Date for the following:
 - (i) municipal property and local improvement taxes, rates and levies applicable to the Lands; and
 - (ii) all other usual adjustments customary for the sale of properties of a similar nature to the Lands, including adjustments for prepaid rents and any security deposit pursuant to the Lease.

5. CONDITIONS

The parties agree that the obligations for the parties to complete the transaction herein shall be conditional upon the following conditions:

- (a) The Purchaser shall have sixty (60) Days following the Vendor's acceptance of this Offer (the "Condition Date") to:
 - (i) obtain approval of this Agreement and the transaction herein from councils of municipalities comprising the Stettler Waste Management Authority; and
 - (ii) make arrangements for a written cropland or grazing lease with Kale Gist, satisfactory to the Purchaser in the Purchaser's sole discretion;

(collectively, the “Purchaser’s Conditions”).

- (b) The Purchaser’s Conditions are for the sole benefit of the Purchaser and may be waived or declared satisfied by the Purchaser any time prior to the Condition Date.
- (c) If any of the Purchaser’s Conditions are not waived or satisfied in writing within the periods specified above, this Agreement shall terminate and the parties shall be relieved of their obligations herein.

6. VENDOR’S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor is the sole legal and beneficial owner of the Lands;
- (b) The Vendor is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) There are no ongoing or threatened actions, suits or proceedings of any kind affecting the Lands, and the Vendor has not received notice of and has no knowledge or information of any pending, contemplated or threatened litigation or claim which would affect the Lands;
- (d) All taxes, rates, levies, local improvement charges and assessments due in respect of the Lands have been paid in full or will be adjusted on the Closing Date;
- (e) No person, firm, or corporation, other than the Purchaser, has any agreement or right capable of becoming an agreement for the purchase of the Lands or any part thereof;
- (f) There are no Tenancies pertaining to the Lands other than the Lease.

All of the foregoing representations and warranties are made as of and will be true at the Closing Date and shall survive the Closing of the purchase and sale. If any of the representations and warranties contained in this Section 6 are untrue at the Closing Date, the Purchaser may, at its option, rescind this Agreement by notice to the Vendor and in such event this Agreement shall be of no further force and effect and the parties shall carry out all necessary actions to cause the Lands to be transferred back to the Vendor (which obligation shall survive recession). The representations and warranties in this Offer may be enforced after the Closing Date, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).

The Vendor agrees to indemnify, defend, protect and save harmless the Purchaser from and against any and all claims, losses, costs (including legal costs on a solicitor and own client full indemnity basis), damages, expenses and liabilities incurred in connection with or arising from any breach of the representations, warranties or covenants of the Vendor herein contained.

7. PURCHASER’S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as of the date hereof and as of the Closing Date:

- (a) The Purchaser is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada).
- (b) The Purchaser is a GST Registrant for purposes of the *Excise Tax Act* and its registration no. is R106989361 RT0001.

All of the foregoing representations and warranties are made as of and will be true at the Closing Date and shall survive the Closing of the purchase and sale. The representations and warranties in this Offer may be enforced after the Closing Date, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).

The Purchaser agrees to indemnify, defend, protect and save harmless the Vendor from and against any and all claims, losses, costs (including legal costs on a solicitor and own client full indemnity basis), damages, expenses and liabilities incurred in connection with or arising from any breach of the representations, warranties or covenants of the Purchaser herein contained.

8. “AS-IS WHERE-IS”

- (a) Except for the representations and warranties expressly provided for herein, the Purchaser agrees that it is acquiring the Lands on an “as-is where-is” basis. The Vendor makes no representations and gives no warranties whatsoever regarding the condition of the Lands, including any structures, fixtures or chattels located thereon or therein.

9. ADDITIONAL COVENANTS

- (a) From and after acceptance of this Offer by the Vendor the Vendor shall not enter into any leases or agreements to lease or permit any Tenancies pertaining to the Lands which would terminate after the Closing Date without the Purchaser’s prior written consent, which may be withheld in the Purchaser’s sole discretion.
- (b) The Purchaser shall be responsible for all necessary filings and remittance of any GST payable pursuant to this transaction and shall indemnify the Vendor from and against any and all GST payable in connection with the sale of the Lands to the Purchaser.

10. CLOSING

- (a) No less than five (5) Business Days prior to the Closing Date, the Vendor shall deliver to the Purchaser’s Solicitor, on reasonable and customary trust conditions:
 - i. a transfer of land in respect of the Lands duly executed by the Vendor, which upon registration will result in title to the Lands being conveyed to the Purchaser free and clear of all encumbrances excepting only the Permitted Encumbrances and those encumbrances the Vendor’s Solicitors have undertaken to discharge;
 - ii. a statement of adjustments; and

iii. such other documents as the Purchaser's solicitors may reasonably require.

- (a) In order to facilitate possession of the Lands and release of the Purchase Price on the Closing Date, the parties agree to close the transaction with title insurance, with the cost shared equally by the parties, The Vendor's portion of the cost of title insurance shall be paid by way of a closing adjustment in favour of the Purchaser.

11. DEFAULT

- (b) If the Purchaser's Conditions are not waived by the Purchaser in writing on or before the Condition Date, or if the transaction herein is not completed for any reason other than as a result of the Purchaser's default or breach of this Agreement, the Deposit, shall be forthwith returned to the Purchaser and the Purchaser shall be entitled to pursue all available remedies against the Vendor.
- (c) If the Purchaser's Conditions have been waived or satisfied in writing on or before the Condition Date and the transaction is not completed as a result of the Purchaser's default or breach of this Agreement, the Deposit shall be forfeited to the Vendor as liquidated damages and as the Vendor's sole and exclusive remedy and neither the Vendor nor the Purchaser shall have any continuing rights or obligations hereunder.
- (d) The parties agree that the Lands are unique and that specific performance would be an appropriate remedy.

12. NOTICE

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by regular mail, personal delivery or email addressed to the respective parties as follows:

to the Purchaser:

County of Stettler No. 6
Attn: Chief Administrative Officer
Box 1270
Stettler AB T0C 2L0
E-mail: cao@stettlercounty.ca

with a copy to:

Reynolds Mirth Richards & Farmer LLP
3200, 10180-101 Street
Edmonton, AB, T5J 3W8
Attention: Jeffrey L. Daniels
E-mail: jdaniels@rmrf.com

to the Vendor:

Susan Danielle Larose
Box 1893
Stettler AB T0C 2L0

E-mail: susan74larose@gmail.com

with a copy to:

Davidson-Stiles
4701 50 Street
Stettler AB T0C 2L0
Attention: Jeff Davidson
E-mail: jeff@davidsonstiles.ca

Or to such other address as any party may from time to time notify to the other party in accordance with this Section 12.

Any demand, notice or communication made or given (i) by mail shall be deemed to have been given three (3) Business Days after the date of mailing, (ii) by personal delivery shall be deemed to have been given on the day of actual delivery, and (iii) by email, shall be deemed to have been given on the first Business Day following the date of transmission.

13. ADDITIONAL DOCUMENTATION

The Vendor and the Purchaser covenant to execute promptly such further documents or instruments and to provide such assurance as may be necessary to give effect to this Agreement and to conclude the transaction set out herein.

14. REGISTRATION AND OTHER COSTS

Each party shall pay its own legal fees with respect to the transaction. The Vendor shall be responsible for all costs associated with preparing the transfer of land and other documents required to be delivered by the Vendor and the Purchaser shall be responsible for the costs associated with registering the transfer.

15. ENTIRE AGREEMENT

This Agreement (including the Schedules hereto) embodies the entire agreement between the parties with respect to the Lands and there are no representations, warranties, guarantees, promises or collateral or past agreements existing between the Vendor and the Purchaser with respect to the Lands which are not expressly set forth herein.

16. JURISDICTION

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the Province of Alberta.

17. DATES

If the date for the making of any payment hereunder or the date for the doing of any act hereunder shall fall on a day other than a Business Day, such day shall be extended to the first Business Day following such date.

18. TIME AND INTEREST

Time shall be of the essence of this Agreement. Any monies owing to the Vendor after the Closing Date shall be subject to interest at the rate of Five (5%) Percent per annum.

19. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

20. REAL ESTATE COMMISSION

The Purchaser assumes no responsibility for any real estate commissions or real estate fees associated with this transaction.

21. EXECUTION

This Agreement may be executed in any number of counterparts and delivered electronically.

[signature page follows]

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this 13TH day of February 2023.

COUNTY OF STETTLER NO. 6

Per: [Signature]
Authorized Signatory Reeve

Per: [Signature]
Authorized Signatory CAO

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this 28 day of February, 2023.

Witness [Signature]

[Signature]
Susan Danielle Larose

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this _____ day of _____, 2023.

COUNTY OF STETTLER NO. 6

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this _____ day of _____, 2023.

Witness

Susan Danielle Larose

SCHEDULE "A"

LANDS

**THE NORTH WEST QUARTER OF SECTION THIRTY FOUR (34)
TOWNSHIP FORTY (40)
RANGE NINETEEN (19)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES)
MORE OR LESS.
EXCEPTING THEREOUT: 0.404 HECTARES (1.00 ACRE) MORE OR LESS, AS SHOWN ON
ROAD PLAN 8421278
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SCHEDULE "B"

PERMITTED ENCUMBRANCES

902 047 416	Caveat Re: Easement	(Duck Unlimited Canada.)
952 166 322	Utility Right of Way	(Baytex Energy Ltd.)

**EXCERPT OF MINUTES OF THE SPECIAL STETTLER WASTE MANAGEMENT AUTHORITY
MEETING HELD ON MONDAY, FEBRUARY 13, 2023 AT 10:00 A.M., IN THE COUNCIL
CHAMBERS OF THE COUNTY OF STETTLER NO. 6 ADMINISTRATION BUILDING,
STETTLER, ALBERTA AND VIA TELECONFERENCE.**

02.02.13.23 Land Purchase:
Moved by Ernie Gendre
"that the Stettler Waste Management Authority authorize the Chief
Administrative Officer to enter into an agreement to purchase NW 34-
40-16 W4M for up to \$800,000, with funds to come from reserves."
Carried Unanimously

This is a certified true and correct excerpt of the February 23, 2023 Stettler Waste
Management Authority Meeting Minutes.



SWMA Chief Administrative Officer

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this 13TH day of February 2023.

COUNTY OF STETTLER NO. 6

Per: [Signature]
Authorized Signatory Reeve

Per: [Signature]
Authorized Signatory CAO

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this 28 day of February, 2023.

Witness [Signature] [Signature]
Susan Danielle Larose

OFFER TO PURCHASE

DATE: FEBRUARY 13, 2023
FROM: COUNTY OF STETTLER NO. 6
TO: Susan Danielle Larose (the "Vendor")

1. DEFINITIONS

In this Offer, the following terms shall have the meanings hereunder set forth unless the context of subject matter is inconsistent therewith:

- (a) "Agreement" means the agreement of purchase and sale of the Lands constituted by the acceptance of this Offer by the Vendor.
- (b) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in Alberta.
- (c) "Closing" means the closing of the purchase and sale of the Lands at the time and in the manner provided for in Section 10 hereof.
- (d) "Closing Date" means the date that is thirty (30) days following satisfaction or waiver of the Purchaser's Conditions.
- (e) "Condition Date" has the meaning set forth in Section 5.
- (f) "Lands" means the lands legally described in Schedule "A".
- (g) "Lease" means the existing grazing lease between the Vendor as landlord, and Kale Gist as tenant.
- (h) "Offer" means this offer to purchase made by the Purchaser to the Vendor.
- (i) "Permitted Encumbrances" means those encumbrances, liens or interest described in Schedule "B" hereto.
- (j) "Purchaser" means County of Stettler No. 6.
- (k) "Purchaser's Conditions" has the meaning set forth in Section 5.
- (l) "Purchase Price" means Eight Hundred Thousand (\$800,000.00) Dollars plus GST.
- (m) "Purchaser's Solicitors" means Reynolds Mirth Richards & Farmer LLP, of 3200, 10180-101 Street, Edmonton, AB, T5J 3W8, Attention: Jeffrey L Daniels.
- (n) "Tenancies" means any leases, any other rights of use or occupancy pertaining to the Lands to which the Vendor is a party as lessor, sublessor, offeror, licensor or grantor.
- (o) "Vendor" means Susan Danielle Larose.

- (p) "Vendor's Solicitors" means Davidson-Stiles of 4701 50 Street, Stettler AB, T0C 2L0
Attention: Jeff Davidson

2. OFFER TO PURCHASE

The Purchaser hereby offers to purchase from the Vendor the Lands, free and clear of any encumbrances, liens, restricted covenants or interest except the Permitted Encumbrances and free of any Tenancies (except the Lease) upon the terms and subject to the conditions hereinafter set forth.

3. PURCHASE PRICE

The consideration payable by the Purchaser to the Vendor for the Lands shall be the Purchase Price, subject to adjustments in accordance with Section 4. The Purchase Price, as adjusted, shall be paid as follows:

- (a) A deposit of Ten Thousand (\$10,000.00) Dollars (the "Deposit") paid to the Purchaser's solicitor, in trust, within five (5) Business Days of full execution of this Agreement.
- (b) The balance of the Purchase Price, together with the Deposit, subject to adjustments pursuant to Section 4, shall be paid to the Vendor's solicitor by solicitor's trust cheque, EFT, or wire transfer on or before the Closing Date.

4. ADJUSTMENTS

- (a) The Vendor shall be responsible for and shall pay all municipal property and local improvement taxes, rates, utilities, levies and other charges accrued against the Lands up to and including the Closing Date.
- (b) The Purchase Price shall be adjusted on the Closing Date for the following:
 - (i) municipal property and local improvement taxes, rates and levies applicable to the Lands; and
 - (ii) all other usual adjustments customary for the sale of properties of a similar nature to the Lands, including adjustments for prepaid rents and any security deposit pursuant to the Lease.

5. CONDITIONS

The parties agree that the obligations for the parties to complete the transaction herein shall be conditional upon the following conditions:

- (a) The Purchaser shall have sixty (60) Days following the Vendor's acceptance of this Offer (the "Condition Date") to:
 - (i) obtain approval of this Agreement and the transaction herein from councils of municipalities comprising the Stettler Waste Management Authority; and
 - (ii) make arrangements for a written cropland or grazing lease with Kale Gist, satisfactory to the Purchaser in the Purchaser's sole discretion;

(collectively, the “Purchaser’s Conditions”).

- (b) The Purchaser’s Conditions are for the sole benefit of the Purchaser and may be waived or declared satisfied by the Purchaser any time prior to the Condition Date.
- (c) If any of the Purchaser’s Conditions are not waived or satisfied in writing within the periods specified above, this Agreement shall terminate and the parties shall be relieved of their obligations herein.

6. VENDOR’S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor is the sole legal and beneficial owner of the Lands;
- (b) The Vendor is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) There are no ongoing or threatened actions, suits or proceedings of any kind affecting the Lands, and the Vendor has not received notice of and has no knowledge or information of any pending, contemplated or threatened litigation or claim which would affect the Lands;
- (d) All taxes, rates, levies, local improvement charges and assessments due in respect of the Lands have been paid in full or will be adjusted on the Closing Date;
- (e) No person, firm, or corporation, other than the Purchaser, has any agreement or right capable of becoming an agreement for the purchase of the Lands or any part thereof;
- (f) There are no Tenancies pertaining to the Lands other than the Lease.

All of the foregoing representations and warranties are made as of and will be true at the Closing Date and shall survive the Closing of the purchase and sale. If any of the representations and warranties contained in this Section 6 are untrue at the Closing Date, the Purchaser may, at its option, rescind this Agreement by notice to the Vendor and in such event this Agreement shall be of no further force and effect and the parties shall carry out all necessary actions to cause the Lands to be transferred back to the Vendor (which obligation shall survive recession). The representations and warranties in this Offer may be enforced after the Closing Date, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).

The Vendor agrees to indemnify, defend, protect and save harmless the Purchaser from and against any and all claims, losses, costs (including legal costs on a solicitor and own client full indemnity basis), damages, expenses and liabilities incurred in connection with or arising from any breach of the representations, warranties or covenants of the Vendor herein contained.

7. PURCHASER’S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as of the date hereof and as of the Closing Date:

- (a) The Purchaser is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada).
- (b) The Purchaser is a GST Registrant for purposes of the *Excise Tax Act* and its registration no. is R106989361 RT0001.

All of the foregoing representations and warranties are made as of and will be true at the Closing Date and shall survive the Closing of the purchase and sale. The representations and warranties in this Offer may be enforced after the Closing Date, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).

The Purchaser agrees to indemnify, defend, protect and save harmless the Vendor from and against any and all claims, losses, costs (including legal costs on a solicitor and own client full indemnity basis), damages, expenses and liabilities incurred in connection with or arising from any breach of the representations, warranties or covenants of the Purchaser herein contained.

8. “AS-IS WHERE-IS”

- (a) Except for the representations and warranties expressly provided for herein, the Purchaser agrees that it is acquiring the Lands on an “as-is where-is” basis. The Vendor makes no representations and gives no warranties whatsoever regarding the condition of the Lands, including any structures, fixtures or chattels located thereon or therein.

9. ADDITIONAL COVENANTS

- (a) From and after acceptance of this Offer by the Vendor the Vendor shall not enter into any leases or agreements to lease or permit any Tenancies pertaining to the Lands which would terminate after the Closing Date without the Purchaser’s prior written consent, which may be withheld in the Purchaser’s sole discretion.
- (b) The Purchaser shall be responsible for all necessary filings and remittance of any GST payable pursuant to this transaction and shall indemnify the Vendor from and against any and all GST payable in connection with the sale of the Lands to the Purchaser.

10. CLOSING

- (a) No less than five (5) Business Days prior to the Closing Date, the Vendor shall deliver to the Purchaser’s Solicitor, on reasonable and customary trust conditions:
 - i. a transfer of land in respect of the Lands duly executed by the Vendor, which upon registration will result in title to the Lands being conveyed to the Purchaser free and clear of all encumbrances excepting only the Permitted Encumbrances and those encumbrances the Vendor’s Solicitors have undertaken to discharge;
 - ii. a statement of adjustments; and

iii. such other documents as the Purchaser's solicitors may reasonably require.

- (a) In order to facilitate possession of the Lands and release of the Purchase Price on the Closing Date, the parties agree to close the transaction with title insurance, with the cost shared equally by the parties, The Vendor's portion of the cost of title insurance shall be paid by way of a closing adjustment in favour of the Purchaser.

11. DEFAULT

- (b) If the Purchaser's Conditions are not waived by the Purchaser in writing on or before the Condition Date, or if the transaction herein is not completed for any reason other than as a result of the Purchaser's default or breach of this Agreement, the Deposit, shall be forthwith returned to the Purchaser and the Purchaser shall be entitled to pursue all available remedies against the Vendor.
- (c) If the Purchaser's Conditions have been waived or satisfied in writing on or before the Condition Date and the transaction is not completed as a result of the Purchaser's default or breach of this Agreement, the Deposit shall be forfeited to the Vendor as liquidated damages and as the Vendor's sole and exclusive remedy and neither the Vendor nor the Purchaser shall have any continuing rights or obligations hereunder.
- (d) The parties agree that the Lands are unique and that specific performance would be an appropriate remedy.

12. NOTICE

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by regular mail, personal delivery or email addressed to the respective parties as follows:

to the Purchaser:

County of Stettler No. 6
Attn: Chief Administrative Officer
Box 1270
Stettler AB T0C 2L0
E-mail: cao@stettlercounty.ca

with a copy to:

Reynolds Mirth Richards & Farmer LLP
3200, 10180-101 Street
Edmonton, AB, T5J 3W8
Attention: Jeffrey L. Daniels
E-mail: jdaniels@rmrf.com

to the Vendor:

Susan Danielle Larose
Box 1893
Stettler AB T0C 2L0

E-mail: susan74larose@gmail.com

with a copy to:

Davidson-Stiles
4701 50 Street
Stettler AB T0C 2L0
Attention: Jeff Davidson
E-mail: jeff@davidsonstiles.ca

Or to such other address as any party may from time to time notify to the other party in accordance with this Section 12.

Any demand, notice or communication made or given (i) by mail shall be deemed to have been given three (3) Business Days after the date of mailing, (ii) by personal delivery shall be deemed to have been given on the day of actual delivery, and (iii) by email, shall be deemed to have been given on the first Business Day following the date of transmission.

13. ADDITIONAL DOCUMENTATION

The Vendor and the Purchaser covenant to execute promptly such further documents or instruments and to provide such assurance as may be necessary to give effect to this Agreement and to conclude the transaction set out herein.

14. REGISTRATION AND OTHER COSTS

Each party shall pay its own legal fees with respect to the transaction. The Vendor shall be responsible for all costs associated with preparing the transfer of land and other documents required to be delivered by the Vendor and the Purchaser shall be responsible for the costs associated with registering the transfer.

15. ENTIRE AGREEMENT

This Agreement (including the Schedules hereto) embodies the entire agreement between the parties with respect to the Lands and there are no representations, warranties, guarantees, promises or collateral or past agreements existing between the Vendor and the Purchaser with respect to the Lands which are not expressly set forth herein.

16. JURISDICTION

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the Province of Alberta.

17. DATES

If the date for the making of any payment hereunder or the date for the doing of any act hereunder shall fall on a day other than a Business Day, such day shall be extended to the first Business Day following such date.

18. TIME AND INTEREST

Time shall be of the essence of this Agreement. Any monies owing to the Vendor after the Closing Date shall be subject to interest at the rate of Five (5%) Percent per annum.

19. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

20. REAL ESTATE COMMISSION

The Purchaser assumes no responsibility for any real estate commissions or real estate fees associated with this transaction.

21. EXECUTION

This Agreement may be executed in any number of counterparts and delivered electronically.

[signature page follows]

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this 13TH day of February 2023.

COUNTY OF STETTLER NO. 6

Per: [Signature]
Authorized Signatory Reeve

Per: [Signature]
Authorized Signatory CAO

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this 28 day of February, 2023.

Witness [Signature]

[Signature]
Susan Danielle Larose

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this _____ day of _____, 2023.

COUNTY OF STETTLER NO. 6

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this _____ day of _____, 2023.

Witness

Susan Danielle Larose

SCHEDULE "A"

LANDS

THE NORTH WEST QUARTER OF SECTION THIRTY FOUR (34)

TOWNSHIP FORTY (40)

RANGE NINETEEN (19)

WEST OF THE FOURTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES)

MORE OR LESS.

EXCEPTING THEREOUT: 0.404 HECTARES (1.00 ACRE) MORE OR LESS, AS SHOWN ON

ROAD PLAN 8421278

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

PERMITTED ENCUMBRANCES

902 047 416	Caveat Re: Easement	(Duck Unlimited Canada.)
952 166 322	Utility Right of Way	(Baytex Energy Ltd.)

EXCERPT OF MINUTES OF THE SPECIAL STETTLER WASTE MANAGEMENT AUTHORITY MEETING HELD ON MONDAY, FEBRUARY 13, 2023 AT 10:00 A.M., IN THE COUNCIL CHAMBERS OF THE COUNTY OF STETTLER NO. 6 ADMINISTRATION BUILDING, STETTLER, ALBERTA AND VIA TELECONFERENCE.

Land Purchase:

02.02.13.23

Moved by Ernie Gendre

"that the Stettler Waste Management Authority authorize the Chief Administrative Officer to enter into an agreement to purchase NW 34-40-16 W4M for up to \$800,000, with funds to come from reserves."

Carried Unanimously

This is a certified true and correct excerpt of the February 23, 2023 Stettler Waste Management Authority Meeting Minutes.



SWMA Chief Administrative Officer

22. ACCEPTANCE

This Offer is Open for acceptance until February 28, 2023.

IN WITNESS WHEREOF this Offer has been executed this 13TH day of February 2023.

COUNTY OF STETTLER NO. 6

Per: [Signature]
Authorized Signatory Reeve

Per: [Signature]
Authorized Signatory CAO

IN WITNESS WHEREOF this Offer has been accepted by the Vendor this 28 day of February, 2023.

Witness [Signature] [Signature]
Susan Danielle Larose

SUMMER VILLAGE OF WHITE SANDS

Request for Decision (RFD)

Meeting: Regular Council
Meeting Date: March 15, 2023
Originated by: Dean Pickering
Title: **Stettler Waste Management Authority – Land Transfer**
Agenda Item Number: 9.4

BACKGROUND/PROPOSAL:

Good Afternoon CAOs and SWMA Members,

As presented and approved at our last meeting, the SWMA has secured a deal to purchase land for the future expansion of the landfill. Our lawyer is recommending that the managing partner hold the land in trust since the Waste Authority cannot hold land of its own as a result of not being incorporated or a society.

The SWMA is therefore looking for two motions (or one motion in two parts) similar to the below. The Offer to Purchase and the Draft Trust Agreement are attached. We are looking to pass these resolutions as soon as possible to satisfy the conditions of the offer to purchase.

“That the Council of the _____ approve the County of Stettler No. 6 February 13, 2023 Offer to purchase and the acquisition of NW 34-40-19-W4M by the County of Stettler No. 6 as trustee for and on behalf of the municipalities comprising the Stettler Waste Management Authority as beneficial owners.

AND FURTHER

That the Council of the _____ authorize the Chief Administrative Officer together with the Chief Elected Official to sign and enter into a Trust Agreement pursuant to which the County of Stettler No. 6 will hold title to the NW 34-40-19-W4M in trust for the benefit of the municipalities comprising the Stettler Waste Management Authority”

RECOMMENDED ACTION:

1. Council to approve the above noted motions requested by the Stettler Waste Management Authority (SWMA) to purchase the

Reviewed by: **CAO:** _____ Dean Pickering _____

Trust Agreement

Dated this ____ day of _____, 2023

BETWEEN:

COUNTY OF STETTLER NO. 6
(the "Trustee")

OF THE FIRST PART

-and-

**COUNTY OF STETTLER NO. 6, TOWN OF STETTLER, VILLAGE OF BIG VALLEY, VILLAGE OF DONALDA,
SUMMER VILLAGE OF ROCHON SANDS, SUMMER VILLAGE OF WHITE SANDS**
(collectively, the "Beneficial Owners")

OF THE SECOND PART

WHEREAS:

- A. the Beneficial Owners are members by agreement of the Stettler Waste Management Authority (the "**Authority**") which was constituted to acquire, operate and maintain a Regional Solid Waste Management and Disposal System;
- B. the Authority has approved the acquisition of the Lands (as hereinafter defined);
- C. the Beneficial Owners recognize that the Authority cannot hold title to the Lands in its own name and have therefore requested that the Trustee hold title to the Lands in the Trustee's name in trust for the Authority and the Beneficial Owners;
- D. the Trustee is prepared to hold title to the Lands in trust for the Authority and the Beneficial Owners on the terms and subject to the conditions as set out in this Agreement;

NOW WHEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained, the Beneficial Owners and the Trustee agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this agreement, the following terms when capitalized shall have the following meanings:

- (a) "**Agreement**" means this agreement;
- (b) "**Authority**" means the Stettler Waste Management Authority of which the Beneficial Owners are members by agreement;
- (c) "**Authority Agreement**" means the agreement for the formation and operation of the Stettler Waste Management Authority, and includes any addenda and amendments thereto;

- (d) "**Beneficial Owners**" means the County of Stettler No. 6, Town of Stettler, Village of Big Valley, Village of Donalda, Summer Village of Rochon Sands, Summer Village of White Sands
- (e) "**Lands**" means those lands legally described as:

THE NORTH WEST QUARTER OF SECTION THIRTY FOUR (34)
TOWNSHIP FORTY (40)
RANGE NINETEEN (19)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES)
MORE OR LESS.
EXCEPTING THEREOUT: 0.404 HECTARES (1.00 ACRE) MORE OR LESS, AS SHOWN ON
ROAD PLAN 8421278
EXCEPTING THEREOUT ALL MINES AND MINERALS

- (f) "**Trustee**" means the Stettler County No. 6

2. **DECLARATION OF TRUST**

- 2.1 The Trustee does hereby acknowledge and declare that it holds all of the estate and interest acquired in the Lands by the Trustee in trust for the benefit and ownership of the Authority and the Beneficial Owners, and the Trustee does further acknowledge and declare that it holds the Lands in trust so that the Lands may be used for part of the Regional Solid Waste Management and Disposal System in accordance with the Authority Agreement.
- 2.2 The Trustee does further acknowledge and declare that all profits and advantages derived or accruing from the Lands shall go to the Authority.

3. **POWERS OF THE TRUSTEE**

- 3.1 The Beneficial Owners authorize the Trustee to hold title to the Lands and the Trustee shall permit the Authority to manage the Lands in accordance with the Authority Agreement.
- 3.2 The Beneficial Owners authorize the Trustee and the Trustee agrees that it shall permit the Authority to collect for the use of the Authority all rents and profits from the Lands, and that the Authority shall pay all expenses and costs incurred in connection with the Lands and operations by the Authority thereon.
- 3.3 The Beneficial Owners authorize the Trustee and the Trustee agrees that it shall on request in writing of the Authority transfer the Lands at such price and on such terms as the Authority deems advisable and the proceeds thereof shall go to the Authority. Notwithstanding the foregoing, this provision shall in no way operate to limit any requirement of the *Municipal Government Act*, or of any other Act of the Province of Alberta, that the Council of the Trustee must first consent, authorize or approve before a municipality other than that the Trustee may acquire an interest or estate in the Lands.

4. **INDEMNITY**

- 4.1 The Beneficial Owners hereby agree to indemnify and save harmless the Trustee from any and all claims, demands, costs, expenses and penalties whatsoever, including any and all legal costs on a solicitor and own client basis, arising out of or in relation to the Trustee holding the Lands.
- 4.2 The Beneficial Owners hereby agree to pay any and all costs and expenses associated with the holding of the Lands.

5. INSURANCE

- 5.1 The Beneficial Owners shall obtain and keep in place appropriate commercial generally liability insurance naming the Trustee and the Beneficial Owners as named insureds.

6. COMPLIANCE WITH THE MUNICIPAL GOVERNMENT ACT (ALBERTA)

- 6.1 The Trustee hereby acknowledges and declares that all approvals, consents and authorizations which the Trustee or the Council of the Trustee may be required to obtain or give under the *Municipal Government Act* (Alberta) in respect of the within trusteeship have been obtained, and the Trustee has complied with all requirements set forth in the said Act pertaining to the acquisition of any interest in the Lands by the Beneficial Owners.

- 6.2 The Beneficial Owners hereby acknowledge and declare that all approvals, consents and authorizations which the Beneficial Owners or the Councils of the Beneficial Owners may be required to obtain or give under the *Municipal Government Act* (Alberta) in respect of the within acquisition of the Lands have been obtained, and the Beneficial Owners have complied with all requirements set forth in the said Act pertaining to the acquisition of any interest in the Lands by the Beneficial Owners.

7. GENERAL

- 7.1 Notwithstanding anything to the contrary herein, this Agreement shall not be effective until the Trustee has completed the acquisition of the Lands.

- 7.2 This Agreement may be executed by the parties electronically and in counterparts and all counterparts when so executed and taken together shall be of the same force and effect as if all of the parties hereto had executed the same document.

- 7.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, memoranda of understanding, negotiations and discussions, whether oral or written. There are no representations, warranties, covenants, collateral agreements or conditions between the parties respecting the subject matter of this Agreement (whether written or oral, express or implied, statutory or otherwise) except as specifically set out in this Agreement in writing.

- 7.4 This Agreement shall be interpreted in accordance with the laws of the Province of Alberta.

- 7.5 This Agreement and all covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the dates set out below, to be effective on the date written above.

Signed this ___ day of _____, 2023

COUNTY OF STETTLER NO. 6

Per: _____
(corporate seal)

Per: _____

Signed this ___ day of _____, 2023

TOWN OF STETTLER

Per: _____
(corporate seal)

Per: _____

Signed this ___ day of _____, 2023

VILLAGE OF BIG VALLEY

Per: _____
(corporate seal)

Per: _____

Signed this ___ day of _____, 2023

VILLAGE OF DONALDA

Per: _____
(corporate seal)

Per: _____

Signed this ___ day of _____, 2023

SUMMER VILLAGE OF ROCHON SANDS

Per: _____
(corporate seal)

Per: _____

Signed this ___ day of _____, 2023

SUMMER VILLAGE OF WHITE SANDS

Per: _____
(corporate seal)

Per: _____



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Shaw*

AR111005

Dear Chief Elected Officials:

My colleague, the Honourable Travis Toews, President of Treasury Board and Minister of Finance, has tabled *Budget 2023* in the Alberta Legislature. I am writing to share information with you about how *Budget 2023* impacts municipalities.

Alberta's government is helping to secure Alberta's future by investing almost \$1 billion to build stronger communities across our province. The Municipal Affairs budget reflects an overall increase of \$45.2 million from the previous budget. These investments will continue to support municipalities in providing well-managed, collaborative, and accountable local government to Albertans.

We have heard frequently how important it is for Alberta municipalities to secure reliable, long-term funding for infrastructure and services in your communities. Through *Budget 2023*, capital support for municipalities is being maintained with \$485 million provided through the Municipal Sustainability Initiative (MSI). In addition, we are doubling MSI operating funding to \$60 million. The estimated 2023 MSI allocations are available on the program website at www.alberta.ca/municipal-sustainability-initiative.aspx.

Next year, we will be introducing the Local Government Fiscal Framework (LGFF), an updated framework that ties funding to provincial revenue changes, which will ensure sustainable funding levels for the province and allow municipalities to plan more effectively for the future. The baseline funding amount for the LGFF will be \$722 million in 2024/25. Furthermore, we heard your feedback and, subject to approval by the Legislature, are updating the legislation so that this amount will increase or decrease at 100 per cent of the percentage change in provincial revenues from three years prior, rather than 50 per cent as legislated. Based on the most current financial data and subject to approval of the legislation, we anticipate funding for municipalities will increase by 12.6 per cent to approximately \$813 million for the 2025/26 fiscal year.

The federal Canada Community-Building Fund (CCBF), which provides infrastructure funding to municipalities throughout the province, will see an increase of \$11.1 million to Alberta. The estimated 2023 CCBF allocations are available on the program website at www.alberta.ca/canada-community-building-fund.aspx.

MSI and CCBF program funding is subject to the Legislative Assembly's approval of *Budget 2023*. Individual allocations and 2023 funding are subject to ministerial authorization under the respective program guidelines. Federal CCBF funding is also subject to confirmation by the Government of Canada. Municipalities can anticipate receiving letters confirming MSI and CCBF funding commitments in April.

.../2

I am pleased to inform you that an additional \$3 million in grant funding is being committed in support of local public library boards, which means an increase of at least five per cent for all library boards. This funding increase will help maintain the delivery of critical literacy and skill-building resources to Albertans. There will also be an increase of \$800,000 in funding to the Land and Property Rights Tribunal to expand capacity for timely surface rights decisions.

Additionally, *Budget 2023* will provide an increase of \$500,000 to provide fire services training grants. Public safety is always a priority, and while we respect that fire services is a municipal responsibility, our government recognizes that a strong provincial-municipal partnership remains key to keeping Albertans safe.

As we all look forward to the year ahead, I want to re-iterate that Alberta municipalities remain our partners in economic prosperity and in delivering the critical public services and infrastructure that Albertans need and deserve. Municipal Affairs remains committed to providing sustainable levels of capital funding, promoting economic development, and supporting local governments in the provision of programs and services.

Alberta's economy has momentum, and we are focused on even more job creation and diversification as we continue to be the economic engine of Canada. At the same time, we recognize Albertans are dealing with the financial pressures of high inflation.

Budget 2023 will help grow our economy while also strengthening health care, improving public safety, and providing relief to Albertans through the inflation crisis. Alberta's government will do its part by remaining steadfastly committed to responsible management, paying down the debt, and saving for tomorrow.

With these priorities in mind, we will move forward together in fulfilling Alberta's promise and securing a bright and prosperous future for Alberta families.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Schulz". The signature is fluid and cursive, with the first name being more prominent.

Rebecca Schulz
Minister

January 26, 2023

Mr. Dean Pickering
Interim Chief Administrative Officer
Summer Village of White Sands
PO Box 119
Stettler, Alberta, T0C 2L0

Dear: Interim Chief Administrative Officer

Subject: 2022 Tax Year Reconciled Designated Industrial (DI) Property Tax Requisition

Attached is the "2022 Tax Year Reconciled DI Property Tax Requisition Notice". Any adjustment in your requisition may be a result of changes in the DI property assessments in your municipality due to a correction, an omission, Land and Property Rights Tribunal decision, or a supplementary assessment.

The 2022 provincial uniform tax rate for all DI property assessment was set at \$0.0766 per \$1,000 of DI property assessment as per Ministerial Order No.012/22.

All taxable DI property is subject to the requisition, and only "Machinery and Equipment" exempted from taxation by a municipality in their Municipal Tax Rate Bylaw under section 364(1.1) of the *Municipal Government Act* is not subject to the DI property requisition tax rate.

Any remaining outstanding balance or credit balance from the 2022 tax year DI property requisition will appear on the "2023 Tax Year DI Property Tax Requisition Notice" when they are issued. If your municipality's 2022 requisition was originally under \$1,000 and was cancelled, any residual balance for the 2022 requisition as a result of an amendment will also be cancelled.

If you have any questions about the requisition, please contact Ken Anderson, Manager, Finance and Administration at (780) 427-8962 or email at ken.anderson@gov.ab.ca.

We look forward to maintaining a strong working relationship as we move forward with centralization.

Sincerely,



Michael Minard, AMAA
Provincial Assessor
Assessment Services Branch

Attachment



Alberta Municipal Affairs 2022 Tax Year Reconciled Designated Industrial (DI) Property Tax Requisition Notice

Municipal Code: 0365
Municipality: Summer Village of White Sands
 PO Box 119
 Stettler, Alberta, T0C 2L0

Notice Date: January 26, 2023
Tax Year: 2022
Due Date: Upon Receipt
Ministerial Order: MAG: 012/22

<p>PLEASE MAKE CHEQUES PAYABLE TO GOVERNMENT OF ALBERTA AND MAIL TO: Alberta Municipal Affairs Provincial Assessor's Office Assessment Services Branch 15TH Floor Commerce Place 10155 - 102 Street NW Edmonton AB T5J 4L4 Canada</p>	<p>THIS DOCUMENT IS ISSUED BY: Alberta Municipal Affairs Provincial Assessor's Office Assessment Services Branch 15TH Floor Commerce Place 10155 - 102 Street NW Edmonton AB T5J 4L4 Canada Phone: 780-422-1377</p>
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Remittance Balance from Previous Years	Refund of Previous Year Credit	2021 AY* DI Property Assessment	2022 DI Property Tax Requisition	2021 AY Amended DI Property Assessment	Tax Rate Per \$1,000	2022 Reconciled DI Property Tax Requisition	Government Policy Credit/Adj.	2022 Remittance Credits	Balance on Requisition
\$0.00		\$478,270.00	\$36.64	\$478,270.00	\$ 0.0766	\$36.64	\$36.64		\$0.00

Notes:

1. 2021 AY* = 2021 Assessment Year
2. All taxable designated industrial property is subject to the requisition.
3. The tax rate set by the Minister must be the rate applied. Do not adjust the rate.
4. Machinery and equipment exempted from taxation by municipal bylaw under Section 364(1.1) of the *Municipal Government Act* is not subject to the DI Requisition.
5. Properties, where GIPOT is paid, are not subject to the DI Requisition.
6. Government Policy Credit reflects: 2022 requisitions under \$1,000 cancelled, and/or Designated Industrial Requisition Credit (DIRC).
 - a) If the 2022 DI Property Tax Requisition amount is less than \$1,000 for a municipality, there will be no requirement to remit payment, but it still must be applied to the DI property owners' tax bill.
7. A minus (-) symbol in the "Balance on Requisition" box indicates a credit balance.



Association of
SUMMER VILLAGES
OF ALBERTA

March 2, 2023

Attention Summer Villages

NEW EXECUTIVE DIRECTOR

The Board of Directors of the Association of Summer Villages of Alberta would like to announce the appointment of **Kathy Krawchuk** as the new Executive Director effective March 1, 2023. Kathy brings to the position a wealth of experience and an enthusiastic attitude. Please join the Board in welcoming her to the organization.



Kathy Krawchuk has spent her career working in the municipal government sector. She received her Local Government in Municipal Administration Certificate in 2013, National Advanced Certificate in Local Authority Administration in 2015 through the University of Alberta. In 2015 she received her Local Government Managers Designation through the Society of Local Government Managers. She was employed at one municipality throughout her 32-year career, working in a variety of areas including utilities, payables, economic development, assistant Chief Administrative Officer, and 12 years as Chief Administrative Officer. Throughout her Chief Administrative career, she was members of the Local Government Administration Association and the Canadian Association of Municipal Administrators.

Kathy enjoys spending quality time with her husband, family, and friends playing board games, recreational activities, travelling and relaxing by a backyard fire.

Kathy looks forward to working with the ASVA Board, Summer Village Councils and Chief Administrative Officers.

Mike Pashak
President



TREES ARE OUR PASSION

Site Assessment To Choose Tree Species

By

Toso Bozic

Prior **tree selection, planting, care and maintenance of the site assessment is a MUST**. A site assessment is a thorough and detailed evaluation of site conditions to understand limitations or opportunities for tree and shrub survival, growth, and vigour. Each site is different and understanding and assessing site is vital. When assessing it is important to look at basic soil, water, nutrients as well as space, light, temperature, and wind information which will allow tree/shrub to grow. The assessment can be divided into soil, climate and space conditions for choosing tree/shrub species.

Soil conditions

Understanding soil conditions is one of the most important assessments prior to choose trees for planting. A tree is supported both structurally and nutritionally by its roots in the soil. Any soil limitations will result, directly or indirectly on tree survival, growth and vigour as well as future health problems. The following assessment should be considered during soil condition assessment:

- **Type of soil** (eg. Luvisol, Chernozem, Regosol, etc) can be obtained from various sources including [Alberta Soil Information Viewer](#). Understanding your soil types and their limitations will greatly influence what tree species you may choose. For example, there are very few trees that will grow, thrive or survive on high sodium levels or organic soils.
- **Soil texture** is defined by the soil's relative amounts of sand and clay. Soil influences moisture holding capacity, drainage rate, and nutrient availability. Several tree species (e.g., Poplars, willow, elm, etc.) can survive and thrive in clay soils which retain moisture and nutrients but are prone to compaction. On other hand some tree species (pine, Siberian larch, etc.) prefer drier, sandy soils that drain well and resist compaction, but have reduced water and nutrient holding capacity; nutrient poor and moisture deficient.
- **Soil pH and plant nutrients** are important determinants of a site's suitability for tree growth. Most of trees prefer pH between 5.5-7.0 but several tree species can sustain on more acidic or more alkaline soils. Soil testing can evaluate soil fertility, pH, and organic matter and is highly recommended before tree selection and planting.
- **Soil compaction** is the squeezing together of soil particles, reducing the space available for air and water. Compaction is a long term underlying problem for tree health. In compacted soils, water infiltration is slow and root penetration is difficult. Tree growing on compacted soils are less vigorous, making the tree susceptible to insects, diseases, and mechanical damage, and overall cause of poor tree health. Soils with very high clay content are easily compacted compared to coarse textured and sandy soils. In extreme cases, roots are forced to the surface.

TREES ARE OUR PASSION

- **Soil drainage** is the soil's ability to intercept and remove surface or groundwater. Water moves through soil at various rates depending on climate, topography, soil texture, and structure. Best ways to determine your site's drainage is observe the site, after a rain OR dig up a hole to perform your own drainage test.
 - After rain, is the water draining or is it standing on the surface?
 - After rain dig a hole into the soil: is it wet or dry after rain? OR
 - Dig hole 12 cm (foot deep) and fill up with water and observe for next 12 hours to see how rapid the water drains. Fast drains more than (15 cm or 6 inches) in an hour; moderate drains (2-15 cm or 1–6 inches) per hour, and slow drain less than (15 cm or 6 inches) per hour.
- **Soil volume** is the measure of soil available for root growth. In urban, towns, roads, and certain reclamation areas; the soil volume is inadequate for rooting space and will limit water and oxygen availability, nutrient uptake, and microorganisms necessary for successful tree growth. In areas where soil volume is limited, selection of smaller tree species can grow with limited root systems.
- **Other soil information** such as weeds, erosion, compaction, and construction are important to assess.



Picture 1: Natural undisturbed soil (L), anthropogenic soil in the urban areas (C); healthy fine roots in good soils (R)



TREES ARE OUR PASSION

Climatic conditions

Understanding climatic conditions are equally important to prior choosing trees for planting. Climatic limitations will impact overall tree selection. The following assessment should be considered during climatic conditions assessment:

- [Canadian Plant Hardiness Zone Map](#) provides insights what can grow in your area and it combines information about a variety of climatic conditions across the entire country. Alberta is ranging from zone 1a in northern Alberta to 5a in southern Alberta. Local microclimate knowledge is very important and obtaining local information from local gardeners, landowners and professionals are crucially important.
- **Wind** direction, speed and frequency can greatly impact tree selection. Strong winds (warm Chinook and cold jet streams) imposed several stresses on trees including stunted growth, shorter branches, smaller leaves, leaning and uprooted trees. Sites exposed to constant wind are usually drier and may need supplemental watering to prevent them from drying out as quickly. Alberta Agriculture and Forestry – [“Current and Historical Alberta Weather Station Data Viewer”](#) provides information on prevailing winds and developing a “Wind rose” from local weather stations. Wind tunnels are very common in urban areas but also in river valleys, improperly designed shelterbelts and along rural roads.
- **Frost** can be very destructive to trees. Early frost is especially destructive for tender seedlings that are too fragile to survive sudden dips in temperature. Fruit trees are extremely vulnerable to frost damages and requires extra attention prior fruit planting. Local low areas are where cooler air collects and lowering the air temperature is best for frost to occur. These frost pockets are usually found at the bottom of the slopes or land depression (bowl) are often found. Several trees are susceptible to Frost and Thaw damages.
- **Snow** is excellent insulator for trees and roots. Lack of snow makes trees more vulnerable from cold wind and sub-zero temperatures. Excessive amount of snow may physically damage trees, create local flooding during the springtime and cause winterburn in coniferous trees.
- **Sunlight level** is important as some trees prefer full sunlight’s (e.g. pine) while others prefer partly shade or full shade (e.g. white spruce) for their growth. Sunlight levels can be blocked by surrounding trees or buildings in urban areas.
- **Water** is crucial for tree growth. Having sufficient water quantity and quality for irrigation purposes during the drought or stress time is important. In area where deep aquifer and soil contain significant amount of sodium, checking for levels of sodium in water prior watering is must.



Picture 2: tree grown under full/partly shaded in urban area (R); tree exposed to constant wind force (C); large snowdrifts around shelterbelt (R)

Site conditions

Site conditions may determine what tree species you may choose to plant. Local microsite evaluation is required.

- **Elevation is variable in** Alberta, ranging from just below 700 meters near the Saskatchewan border to 1100 meters in parts of Calgary and rising further west. This elevation difference impacts how some trees grow, as higher elevations are colder and could be limiting the growth of many trees, especially hardwood species.
- **Slope** is one of the factors for determining vegetation. The vegetation on opposing slopes is vastly different. South-facing slopes are warmer and dryer than north-facing slopes. South-facing slopes dominated by sun loving species such as pines, larch, birch, poplars, aspen and many others. The north-facing slopes are colder, moist, and have less sunlight and heat. White spruce, and balsam fir are tree species growing more on north-facing slopes.
- **Space** (above and underground) limitations may include above ground powerlines, buildings, roads and other manmade structures. Below ground limitations such as underground utilities, and available soil volumes are important to asses.

TREES ARE OUR PASSION



Picture 3: limitations for trees to grow in urban areas (L); trees planted in open areas (C), slope and elevation difference in southern Alberta.

Choosing trees and shrubs species for your land can be very challenging but also very rewarding endeavor. Proper and careful assessment of your soil, climate and site conditions will greatly help you with tree and shrub selection and in the long run will pay off.

For more information:

Toso Bozic P.Ag

ISA Certified Arborist

CERT ID: PR 5356A

Phone (780) 712-3699

bozict@telus.net

www.yardwhispers.ca or www.attsgroup.ca

2/15/2023

Tree Grants List For Small Communities



Prepared by:

Toso Bozic P.Ag

Tree Expert

ISA Certified Arborist

TRAQ Certified Arborist

ATTS Group Inc.

Government of Canada – 2 Billion Trees Program

Name of Program: [2 Billion Trees Program](#)

Description: The 2 Billion Trees (2BT) program aims to motivate and support new tree planting projects. Over a period of 10 years, by 2031, up to \$3.2 billion will be invested in tree planting efforts to support provinces, territories, third-party organizations (for and not-for profit) and Indigenous organizations to plant two billion trees across Canada. Trees can be planted on public and private lands across the country, in remote, rural, suburban and urban areas, via afforestation, via reforestation, to restore forest habitat including recovery for SAR, conservation agreements and related planning processes

Max. funding amount: project depending

Tree Canada Foundation

[National Greening Program](#) - The National Greening Program targets areas in need of reforestation or afforestation with mass seedling plantings. We work closely with municipalities, Indigenous communities and private landowners to support their tree planting projects.

Submit a proposal to be part of our National Greening Program.

Tree Canada's [Community Tree Grants](#) help support communities in need of greening across Canada. Each year we help provide funding to schools, community groups, and Indigenous communities who are looking to increase their green infrastructure through a creative project

Name of Program: [Greening Canada's School Grounds](#)

Description: This program offers grants to educational establishments to plant trees on school grounds for students to experience the benefits of trees within their learning environment. The goal of the program is to provide funding and resources for projects that educate students about the importance of trees and community greening.

Max. funding amount: \$3,500

Name of Program: [Edible Trees](#)

Description: This program offers grants to communities across the country to plant fruit and nut trees. The goal of the program is to provide funding and resources for community-based projects that offer equal access to healthy food, while making a positive difference to the environment.

Max. funding amount: \$3,500

TD Canada

[Environmental Foundation Grant](#)

Description: Founded by TD Bank Group in 1990, the TD Friends of the Environment Foundation (TD FEF) is a national charity that funds environmental projects across Canada. Organizations eligible to receive funding:

- Registered Canadian charities with a Charitable Registration Number (CRN)
- Educational institutions (primary/secondary/post-secondary)

- Municipalities
- Indigenous groups/communities

The Foundation supports a wide range of environmental initiatives, with a primary focus on environmental education and green space programs. Eligible projects include schoolyard greening, park revitalization, community gardens, park programming and citizen science initiatives. **Max Funding:** \$2-8000 dollars

Forest Resource Improvement Association of Alberta(FRIAA)

Name of Program: [FRIAA Fire Smart Program](#)

Description: The FRIAA FireSmart Program helps communities and residents manage and reduce the threat of wildfire. The program supports communities in carrying out activities aimed at reducing the threat of wildfire

Max. funding amount: up to \$200,000 or contact [FRIAA](#)

Fortris Alberta

Name of Program: [Community Naturalization and Tree Planting Grants](#)

Description: This program offers communities in our service area the opportunity to win one of our \$2,500 grants. Through these grants, we seek to support our municipal customers with developing and improving environmentally-friendly programs and facilities in their communities.

Max funding: \$ 5000

Alberta EcoTrust

Name of Program: [Environmental Grant Programs](#)

Description: Our 2022 Environmental Impact Grant reflects the recent refreshing of Alberta Ecotrust Foundation's integrated program framework and responds to the urgency of both the biodiversity and climate crises as well as advancing the circular economy. It is because of these challenges that we offer funding to a variety of organizations doing important work in Alberta.

Max. funding amount: Applicants can request up to \$50,000 in funding, or request less than the full amount

Wildlife Habitat Canada

Name of Program: [Community Conservation Action Program \(CCAP\)](#)

Description: The CCAP grant program will primarily consider projects that:

- Connect Canadians with Nature
- Engage Youth in Conservation
- Provide Educational Conservation Programming

Max. funding amount: Applicants can request up to \$10,000 in funding,

Government of Canada

EcoAction Community Funding Program

Name of Program: [EcoAction Community Funding Program](#)

Description: We provide financial support to non-profit and non-government organizations for Canadian communities to take on local action-based projects that produce measurable, positive effects on the environment and to build the capacity of communities to sustain these activities in the future.

Max. funding amount: Applicants can request up to \$100,000 in funding, or request less than the full amount