

**SUMMER VILLAGE OF WHITE SANDS COUNCIL MEETING
AGENDA
AUGUST 24, 2012
2:30 PM
TOWN OF STETTLER BOARD ROOM**

1. Call to Order
2. Additions to Agenda
3. Minutes
 - a. Adoption of the Minutes of the Regular Summer Village of White Sands Council Meeting held on June 19, 2012 2-6
4. Financial
 - a. Bank Reconciliation as of July 31, 2012 7
 - b. Statement of Revenue & Expenses as of July 31, 2012 8
 - c. Accounts Payable as of August 2012 9-15
5. Administration/Current Concerns
 - a. SWMA Amending Agreement 16-35
 - b. SWMA Lease Agreement for Waste to Energy Conversion Facility 36-45
 - c. County of Stettler Weed Inspection and Weed Control 46-47
 - d. Invoice re: Heartland Marine and Motorsports Inc. 48
 - e. Council, Development Officer & Staff Reports
6. Correspondence
 - a. Association of Summer Villages of Alberta 49
 - b. Alberta Environment – License to Temporarily Divert Water 50-52
7. Bylaws
 - a. None
8. Additions
9. In-Camera Session
10. Next Meeting Date
11. Adjournment

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE SUMMER VILLAGE OF WHITE SANDS COUNCIL
HELD ON JUNE 19, 2012
TOWN OF STETTLER BOARD ROOM**

Present: Mayor Lorne Thurston
Councillor Barry Guenette (Teleconference)
Councillor Colin Adair (Teleconference)
Chief Administrative Officer Greg Switenky
Recording Secretary Laurie Tait

Absent: Contract Development Officer Dave Dittrick
Maintenance Contractor Allen Berger

1. **Call to Order:** Mayor L. Thurston called the Council Meeting to order at 1:38 p.m.

2. **Agenda Additions/Approval**

Motion 12:06:01 Moved by Councillor Guenette to approve the agenda as presented.

MOTION CARRIED
Unanimous

3. **Adoption of Minutes**

(a) Minutes of the Regular Council Meeting held on May 18, 2012

Motion 12:06:02 Moved by Councillor Adair that the Minutes of the Regular Council Meeting held on May 18, 2012 be approved as presented.

MOTION CARRIED
Unanimous

4. **Public Hearing** (a) 1:30 P.M. – Bylaw 135-12 re: Amend Land Use Bylaw 71-98

Mayor Thurston declared the Public Hearing for Bylaw 135-12 open at 1:40 p.m.

Present:
Mayor L. Thurston
Councillors B. Guenette & C. Adair
Chief Administrative Officer G. Switenky
Recording Secretary L. Tait

Mayor Thurston advised that there are no members of the public present for the Public Hearing.

Mayor Thurston explained that Bylaw 135-12 is for the purpose of amending Land Use Bylaw 135-12.

Bylaw 135-12 was given first reading by Council on May 18, 2012 and was advertised on May 30 & June 6, 2012.

There were no other representations heard or made.

Mayor Thurston declared the Public Hearing for Bylaw 135-12 closed at 1:41 p.m.

Mayor Thurston reconvened the regular Council Meeting at 1:41 p.m.

5. Financial (a) Bank Reconciliation as of May 31, 2012

Motion 12:06:03 Moved by Councillor Guenette that the Summer Village of White Sands Council approve that Financial Item 4(a) be accepted for information.

MOTION CARRIED
Unanimous

(b) Statement of Revenue & Expenses as of May 31, 2012

Motion 12:06:04 Moved by Councillor Adair that the Summer Village of White Sands Council approve that Financial Item 4(b) be accepted for information.

MOTION CARRIED
Unanimous

(c) Accounts Payable as of June 6, 2012

Motion 12:06:05 Moved by Councillor Adair that the Accounts Payable for the period ending June 6, 2012 in the amount of \$5,092.99 having been paid, be accepted as presented.

MOTION CARRIED
Unanimous

6. Administration/Current Concerns

(a) 2012 Operating Budget

CAO G. Switenky informed Council that property values for 2012 taxation purposes increased by \$1.9 million or 2.04% over 2011. Of this amount \$1.87 million or 2.01% is due to new residential construction growth with the remaining 0.03% being appreciation/inflation. The 2012 Operating Budget includes tax revenue increases over 2011 for additional property tax generated from new residential construction growth estimated to be \$2,190.

The Summer Village of White Sands will continue to generate needed tax revenues in 2012 by maintaining the minimum residential municipal tax at \$250 per property (\$1,311), and by increasing the flat Special Tax per parcel by \$87 to \$204 (+\$33,540) to help pay for operational water commission related costs (\$31), increased operational costs associated with the maintenance of roads/boulevards/ditches in the Village (\$112), as well as to pay for regional standby fire protection apportionment (\$61).

CAO G. Switenky further explained the purpose of the provincially determined Equalized Assessment base and its financial effect on the School requisition and the Seniors Housing Authority requisition. The School (Education) requisition has increased by \$21,630 (12.0%) over 2011 and the Senior Housing Authority requisition has increased by \$2,372 (10.4%).

The 2012 Operating Budget includes a contingency of \$22,915 (2011 \$30,810), which can be used to fund capital items, increase reserves and/or use for contingency/emergency purposes.

Residential tax changes will vary from property to property based on market value forces, which greatly influence assessments on land and improvements independently within areas of the Summer Village, however all properties will see a \$87 flat increase in the Special Tax Levy. With a 2% property tax increase the municipal tax rate has increased slightly for the first time in recent history to compensate for the relatively low average appreciation of 0.03% in assessed values, however most properties will see a further combined property tax increase because new growth of only 2.04% will not generate enough new education/housing tax revenue to offset the increases in these requisitions.

Section 353 of the *Municipal Government Act (MGA)* authorizes a Council to impose a tax in respect of property in the municipality to raise revenue to be used toward the payment of the expenditures set out in the budget of the municipality. Section 357 of the *MGA* authorizes a Council to specify a minimum amount payable as a property tax, and Sections 382 to 387 of the *MGA* allow a Council to raise revenue to pay for a specific service or purpose by imposing a special tax on each non-exempt parcel of land. Administration recommends that the 2012 Operating Budget be adopted by Council prior to the Tax Rate Bylaw and the Special Tax Bylaw being given all required readings.

Discussion ensued regarding various financial estimates, assumptions and the level of capital contribution/contingency that is included in the 2012 Operating Budget. The financial impact on various sample properties was reviewed.

It was noted that the 2012 Operating Budget includes \$22,915 in capital transfers.

As well as \$12,000 from a Streets Improvement Program (SIP) roads grant.

Motion 12:06:06

Moved by Councillor Adair that the Summer Village of White Sands Council adopt, per Section 242(1) of the *Municipal Government Act*, the 2012 Operating Budget for the Summer Village of White Sands as presented with expenditures and contingency/reserve totaling \$487,135.00

MOTION CARRIED
Unanimous

(b) Reminder of Annual General Meeting on June 30, 2012

CAO G. Switenky reviewed agenda items with the following suggested additions: 2010 Indicator Graphs

(c) Council, Development Officer & Staff Reports

Mayor Thurston updated Council on the progress of various items and projects ongoing in the Summer Village.

7. Correspondence

(a) Stettler Regional Board of Trade & Community Development re: Invitation to Stettler's Steel Wheel Stampede Parade

(b) Buffalo Lake Management Team

Motion: 12:06:07 Moved by Councillor Guenette that correspondence items 7(a) & 7(b) be accepted for information.

MOTION CARRIED
Unanimous

8. **Bylaws** (a) 135-12 re: Amend Land Use Bylaw 71-98

CAO, G. Switenky advised that Bylaw 135-12 if to amend Land Use Bylaw 71-98 as follows:

1. That Part One: General of Bylaw 71-98, shall be and is hereby amended as follows:
 - (a) That Section 2.3(9)(c) be removed which states, "Provides not less than 90 percent of any stated minimum standard and not more than 110 percent of any maximum standard;
 - (b) That Section 2.3(9)(d) be renumbered to 2.3(9)(c).
2. That Schedule "B" of Bylaw 71-98, shall be and is hereby amended as follows:
 - (a) That Section 1(1)(d) be amended to state. "An accessory building shall not be more than 5.5 m (18.0 ft.) in height".
3. That Schedule "C" of Bylaw 71-98, shall be and is hereby amended as follows:
 - (a) That Residential District (R-1) Section (6)(a) be amended to state "30%, excepting on parcels greater than 929 m² (10,000 ft²), where it shall be 15%, excluding decks and patios".

Motion: 12:06:08 Moved by Councillor Guenette that the Summer Village of White Sands Council give second reading to Bylaw 135-12.

MOTION CARRIED
Unanimous

Motion: 12:06:09 Moved by Councillor Adair that the Summer Village of White Sands Council give third and final reading to Bylaw 135-12.

MOTION CARRIED
Unanimous

8. **Bylaws** (b) 137-12 re: 2012 Tax Rate Bylaw

Motion: 12:06:10 Moved by Councillor Guenette that the Summer Village of White Sands Council give first reading to Bylaw 137-12.

MOTION CARRIED
Unanimous

Motion: 12:06:11 Moved by Councillor Adair that the Summer Village of White Sands Council give second reading to Bylaw 137-12.

MOTION CARRIED
Unanimous

Motion: 12:06:12 Moved by Councillor Guenette that the Summer Village of White Sands Council give permission for third and final reading to Bylaw 137-12.

MOTION CARRIED
Unanimous

Motion: 12:06:13 Moved by Councillor Adair that the Summer Village of White Sands Council give third and final reading to Bylaw 137-12.

MOTION CARRIED
Unanimous

(c) 138-12 re: 2012 Special Tax Bylaw

Motion: 12:06:14 Moved by Councillor Guenette that the Summer Village of White Sands Council give first reading to Bylaw 138-12.

MOTION CARRIED
Unanimous

Motion: 12:06:15 Moved by Council Adair that the Summer Village of White Sands Council give second reading to Bylaw 138-12.

MOTION CARRIED
Unanimous

Motion: 12:06:16 Moved by Councillor Guenette that the Summer Village of White Sands Council give permission for third and final reading to Bylaw 138-12.

MOTION CARRIED
Unanimous

Motion: 12:06:17 Moved by Councillor Adair that the Summer Village of White Sands Council give third and final reading to Bylaw 187-12.

MOTION CARRIED
Unanimous

9. **Additions** (a) None

10. **In-Camera Session** (a) None

11. **Next Meeting Date** Call of the Chair.

12. **Adjournment**

Motion 12:06:18 Moved by Councillor Guenette that this Regular Meeting of the Summer Village of White Sands Council be adjourned.

MOTION CARRIED
Unanimous at 2:45 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
AS OF JULY 31, 2012**

Net Balance at End of Previous Month	\$	373,154.29
ADD: General Receipts		376,759.56
Interest Earned		445.97
Investments Matured		<u>0.00</u>
SUBTOTAL		750,359.82
LESS: General Disbursements		55,897.38
Investments		0.00
Returned Cheques		886.45
Bank Charges		<u>6.23</u>
SUBTOTAL		<u>56,790.06</u>
NET BALANCE AT END OF CURRENT MONTH	\$	693,569.76
Balance at End of Month - Bank		686,984.05
ADD: Outstanding Deposits		10,501.71
LESS: Outstanding Cheques		<u>3,916.00</u>
NET BALANCE AT END OF CURRENT MONTH	\$	693,569.76
INVESTMENTS:		
		<u>0.00</u>
SUBTOTAL		<u>0.00</u>
TOTAL CASH ON HAND AND ON DEPOSIT	\$	693,569.76

THIS STATEMENT SUBMITTED TO SUMMER VILLAGE OF WHITE SANDS THIS
3rd DAY OF AUGUST 2012

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS
STATEMENT OF REVENUE AND EXPENDITURES
AS OF JULY 31, 2012**

	YTD Budget	YTD Actual	Variance	Annual Budget
Revenue				
General Administration	37,240.00	1,172.62	36,067.38	37,240.00
Protective Services	-	1,114.00	(1,114.00)	-
Roads, Streets, Transportation	28,050.00	150.00	27,900.00	28,050.00
Planning & Development	5,000.00	1,955.31	3,044.69	5,000.00
Recreation & Parks	2,200.00	-	2,200.00	2,200.00
Taxes/Penalties	385,810.00	447,144.69	(61,334.69)	385,810.00
Other Revenue	2,200.00	4,300.83	(2,100.83)	2,200.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Revenue	\$ 460,500.00	\$ 455,837.45	\$ 4,662.55	\$ 460,500.00
Expenses				
Council & Legislative	10,600.00	1,263.92	9,336.08	10,600.00
General Administration	58,320.00	23,054.56	35,265.44	58,320.00
Fire Fighting & Preventive	14,200.00	-	14,200.00	14,200.00
Ambulance	-	-	-	-
Bylaw Enforcement	5,000.00	1,830.00	3,170.00	5,000.00
Roads, Streets, Transportation	55,270.00	59,616.64	(4,346.64)	55,270.00
Water Department	24,450.00	608.49	23,841.51	24,450.00
Garbage Collection & Disposal	10,900.00	3,275.00	7,625.00	10,900.00
Planning & Development	13,800.00	4,249.19	9,550.81	13,800.00
Parks & Recreation	31,400.00	16,708.52	14,691.48	31,400.00
Requisitions	204,750.00	120,679.86	84,070.14	204,750.00
Contingency	30,810.00	-	30,810.00	30,810.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Expenses	\$ 459,500.00	\$ 231,286.18	\$ 228,213.82	\$ 459,500.00
Surplus/Deficit	\$ 1,000.00	\$ 224,551.27	\$ (223,551.27)	\$ 1,000.00

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	4155
Cheque Date	First	Last		4167

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
Alberta Animal Services	4155	2012-06-27	\$294.00

Invoice Description		Invoice Number	Invoice Amount
May Bylaw Enforcement		10742	\$294.00

Berger, Allen	4156	2012-06-27	\$3,925.00

Invoice Description		Invoice Number	Invoice Amount
Jun Contracted Maint Worker		127047	\$3,675.00
Reimburse Cell & Fuel		2012.06.06	\$250.00

Doug's Tank Truck Service Ltd.	4157	2012-06-27	\$120.00

Invoice Description		Invoice Number	Invoice Amount
Potable Water		17467	\$120.00

Future Ag Inc.	4158	2012-06-27	\$65.67

Invoice Description		Invoice Number	Invoice Amount
Repair Parts		IS19746	\$65.67

Hansel's Excavating Ltd.	4159	2012-06-27	\$750.75

Invoice Description		Invoice Number	Invoice Amount
Backhoe Operator & Travel		5094	\$750.75

John Deere Financial	4160	2012-06-27	\$416.83

Invoice Description		Invoice Number	Invoice Amount
JD Cutting Edge & Parts		6428559	\$416.83

Municipal Property Consultants	4161	2012-06-27	\$4,375.90

Invoice Description		Invoice Number	Invoice Amount
Jan to Jun 2012 Assessment		17013	\$4,375.90

Stettler Home Hardware	4162	2012-06-27	\$179.80

Invoice Description		Invoice Number	Invoice Amount
Supplies		87308	\$3.45
Supplies		87313	\$68.02
Supplies		87546	\$108.33

Stettler Waste Management Auth	4163	2012-06-27	\$2,050.00

Invoice Description		Invoice Number	Invoice Amount
2012 1st Quarter Requisition		2323	\$2,050.00

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
The Minister of Finance	4164	2012-06-27	\$5.45

Invoice Description		Invoice Number	Invoice Amount
Discharge of Tax Notification		2012.05.31	\$5.45

Town of Stettler	4165	2012-06-27	\$1,496.30

Invoice Description		Invoice Number	Invoice Amount
Salary Reversal		2012.06.14	\$1,308.34
Fuel		IVC016361	\$187.96

TransAlta Energy Marketing	4166	2012-06-27	\$42.07

Invoice Description		Invoice Number	Invoice Amount
May 2012 Gas & Power Bill		12-1151090	\$42.07

ZAP Municipal Consulting Inc.	4167	2012-06-27	\$659.88

Invoice Description		Invoice Number	Invoice Amount
May 2012 Contracted Dev Office		2012-033	\$659.88

		Total Cheques	\$14,381.65

			=====

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	4168
Cheque Date	First	Last		

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
Alberta Animal Services	4168	2012-07-18	\$294.00

Invoice Description		Invoice Number	Invoice Amount

June 2012 Bylaw		10766	\$294.00
=====			
Alta Gas Utilities	4169	2012-07-18	\$47.52

Invoice Description		Invoice Number	Invoice Amount

Natural Gas May 16 to Jun 19,		2012.06.25	\$47.52
=====			
Badry Land Spreading Services	4170	2012-07-18	\$25,284.46

Invoice Description		Invoice Number	Invoice Amount

Project 1 - Contracted Loader		3834	\$25,284.46
=====			
Bashaw Concrete Products Ltd.	4171	2012-07-18	\$1,261.05

Invoice Description		Invoice Number	Invoice Amount

Beach Improvements		B.C.19152	\$1,261.05
=====			
Berger, Allen	4172	2012-07-18	\$250.00

Invoice Description		Invoice Number	Invoice Amount

Fuel & Cell Phone Allowance		2012.07.09	\$250.00
=====			
County of Stettler Housing Aut	4173	2012-07-18	\$6,293.00

Invoice Description		Invoice Number	Invoice Amount

2012 3rd Quarter Payment		2012.07.01	\$6,293.00
=====			
Emax Plastics	4174	2012-07-18	\$610.16

Invoice Description		Invoice Number	Invoice Amount

White Grab Buoys		176527	\$535.50
White Grab Buoys		176546	\$74.66
=====			
Future Ag Inc.	4175	2012-07-18	\$257.48

Invoice Description		Invoice Number	Invoice Amount

Repair Parts		IS20093	\$210.61
Repair Parts		2012.07.03	\$46.87
=====			
IJD Inspections Ltd.	4176	2012-07-18	\$316.72

Invoice Description		Invoice Number	Invoice Amount

Building Permits		WS12-05	\$316.72

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
James Marshall Trucking Ltd.	4177	2012-07-18	\$6,186.60
Invoice Description	Invoice Number	Invoice Amount	
Gravel Project 1, Bottle Shed	5255	\$6,186.60	
Stettler Home Hardware	4178	2012-07-18	\$199.62
Invoice Description	Invoice Number	Invoice Amount	
Supplies	87801	\$93.37	
Supplies	87681	\$38.12	
Supplies	87643	\$68.13	
Town of Stettler	4179	2012-07-18	\$2,784.63
Invoice Description	Invoice Number	Invoice Amount	
Fuel	IVC016387	\$114.78	
Salary Reversal	2012.06.28	\$1,237.68	
Salary Reversal	2012.07.12	\$1,314.90	
Public Notice	2012.05.30	\$117.27	
United Farmers of Alberta	4180	2012-07-18	\$1,598.91
Invoice Description	Invoice Number	Invoice Amount	
Supplies	3042-87237	\$85.47	
Supplies	3042-87446	\$57.49	
Diesel Clear	8050445	\$1,455.95	
Woody's Auto Stettler	4181	2012-07-18	\$188.79
Invoice Description	Invoice Number	Invoice Amount	
Supplies	408689	\$188.79	
ZAP Municipal Consulting Inc.	4182	2012-07-18	\$1,137.63
Invoice Description	Invoice Number	Invoice Amount	
May 2012 Contracted Dev Office	2012-041	\$1,137.63	
Zweifel, Ed	4183	2012-07-18	\$2,920.00
Invoice Description	Invoice Number	Invoice Amount	
Fill Materials Project 1	2012.06.30	\$2,920.00	
Total Cheques			\$49,630.57

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	4184
Cheque Date	First	Last		4190

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
=====			
Adair, Colin	4184	2012-07-30	\$480.60
=====			
Invoice Description		Invoice Number	Invoice Amount

Reimburse Mileage		2012.07.16	\$480.60
=====			
Alta Gas Utilities	4185	2012-07-30	\$36.81
=====			
Invoice Description		Invoice Number	Invoice Amount

Natural Gas Jun 19 to July 19,		2012.07.25	\$36.81
=====			
Berger, Allen	4186	2012-07-30	\$3,675.00
=====			
Invoice Description		Invoice Number	Invoice Amount

July Contracted Maintenance		127048	\$3,675.00
=====			
Dean's machine Inc.	4187	2012-07-30	\$42.00
=====			
Invoice Description		Invoice Number	Invoice Amount

Macine Blades		32835	\$42.00
=====			
Guenette, Barry	4188	2012-07-30	\$473.40
=====			
Invoice Description		Invoice Number	Invoice Amount

Reimburse Mileage		2012.07.18	\$473.40
=====			
Town of Stettler	4189	2012-07-30	\$1,271.99
=====			
Invoice Description		Invoice Number	Invoice Amount

Salary Reversal		2012.07.27	\$1,271.99
=====			
TransAlta Energy Marketing	4190	2012-07-30	\$287.01
=====			
Invoice Description		Invoice Number	Invoice Amount

June 2012 Gas & Power Bill		2012.07.18	\$287.01
=====			
		Total Cheques	-----
			\$6,266.81
			=====

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	4191
Cheque Date	First	Last		4207

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
Acklands Grainger Inc.	4191	2012-08-16	\$141.18

Invoice Description		Invoice Number	Invoice Amount

Supplies		6064 0712251	\$141.18
=====			
Alberta Animal Services	4192	2012-08-16	\$294.00

Invoice Description		Invoice Number	Invoice Amount

July 2012 Bylaw Enforcment		10789	\$294.00
=====			
ASVA	4193	2012-08-16	\$220.00

Invoice Description		Invoice Number	Invoice Amount

Conference Registration		2012.08.09	\$220.00
=====			
Berger, Allen	4194	2012-08-16	\$300.00

Invoice Description		Invoice Number	Invoice Amount

Fuel & Cell Phone Allowance		2012.08.09	\$300.00
=====			
Heartland Marine & Motorsports	4195	2012-08-16	\$1,233.75

Invoice Description		Invoice Number	Invoice Amount

1979 Blue Edson Boat & Trailer		2012.08.15	\$1,233.75
=====			
IJD Inspections Ltd.	4196	2012-08-16	\$165.22

Invoice Description		Invoice Number	Invoice Amount

Building Permits		WS12-06	\$165.22
=====			
James Marshall Trucking Ltd.	4197	2012-08-16	\$1,062.60

Invoice Description		Invoice Number	Invoice Amount

3/4" Crushed Gravel		5330	\$1,062.60
=====			
John Deere Financial	4198	2012-08-16	\$46.41

Invoice Description		Invoice Number	Invoice Amount

Equipment Grease & Oil		6431084	\$46.41
=====			
Jubilee Insurance Agencies	4199	2012-08-16	\$1,408.01

Invoice Description		Invoice Number	Invoice Amount

Master Property Policy		00003596	\$1,065.02
Boiler & Machinery		00004202	\$62.83
Crime Policy		00003924	\$280.16

Vendor Name	Cheque Number	Cheque Date	Cheque Amount																		
Kal Tire	4200	2012-08-16	\$145.72																		
<table border="1"> <thead> <tr> <th>Invoice Description</th> <th>Invoice Number</th> <th>Invoice Amount</th> </tr> </thead> <tbody> <tr> <td>Tire and Install</td> <td>647176066</td> <td>\$81.18</td> </tr> <tr> <td>Flat Tire Repair</td> <td>647176331</td> <td>\$41.32</td> </tr> <tr> <td>Flat Tire Repair</td> <td>647176598</td> <td>\$23.22</td> </tr> </tbody> </table>				Invoice Description	Invoice Number	Invoice Amount	Tire and Install	647176066	\$81.18	Flat Tire Repair	647176331	\$41.32	Flat Tire Repair	647176598	\$23.22						
Invoice Description	Invoice Number	Invoice Amount																			
Tire and Install	647176066	\$81.18																			
Flat Tire Repair	647176331	\$41.32																			
Flat Tire Repair	647176598	\$23.22																			
Stettler Home Hardware	4201	2012-08-16	\$108.36																		
<table border="1"> <thead> <tr> <th>Invoice Description</th> <th>Invoice Number</th> <th>Invoice Amount</th> </tr> </thead> <tbody> <tr> <td>Supplies</td> <td>88072</td> <td>\$68.72</td> </tr> <tr> <td>Supplies</td> <td>88350</td> <td>\$19.92</td> </tr> <tr> <td>Supplies</td> <td>88376</td> <td>\$19.72</td> </tr> </tbody> </table>				Invoice Description	Invoice Number	Invoice Amount	Supplies	88072	\$68.72	Supplies	88350	\$19.92	Supplies	88376	\$19.72						
Invoice Description	Invoice Number	Invoice Amount																			
Supplies	88072	\$68.72																			
Supplies	88350	\$19.92																			
Supplies	88376	\$19.72																			
Stettler Waste Management Auth 4202		2012-08-16	\$2,050.00																		
<table border="1"> <thead> <tr> <th>Invoice Description</th> <th>Invoice Number</th> <th>Invoice Amount</th> </tr> </thead> <tbody> <tr> <td>2012 2nd Quarter Requisition</td> <td>2333</td> <td>\$2,050.00</td> </tr> </tbody> </table>				Invoice Description	Invoice Number	Invoice Amount	2012 2nd Quarter Requisition	2333	\$2,050.00												
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2012 2nd Quarter Requisition	2333	\$2,050.00																			
Thurston, Lorne	4203	2012-08-16	\$4,356.06																		
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Invoice Description	Invoice Number	Invoice Amount																			
Reimburse Expenses/Honoraium	2012.07.30	\$4,356.06																			
Town of Stettler	4204	2012-08-16	\$1,415.00																		
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United Farmers of Alberta	4205	2012-08-16	\$752.90																		
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Yesterday's Meals on Wheels Se 4206		2012-08-16	\$115.50																		
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Septic Pumpout	11863	\$115.50																			
ZAP Municipal Consulting Inc. 4207		2012-08-16	\$591.63																		
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Invoice Description	Invoice Number	Invoice Amount																			
Jul 2012 Contracted Dev Office	2012-052	\$591.63																			
Total Cheques			\$14,406.34																		

MEMORANDUM

To: Summer Village of White Sands Council
From: Greg Switenky
Date: August 21, 2012
Re: Stettler Waste Management Authority – Amending Agreement



The Summer Village of White Sands in cooperation with all other municipalities in the region has previously entered into an agreement (13 years old) to establish an efficient and environmentally acceptable solid waste management and disposal system for the benefit of all parties to the agreement.

The amendments were required to address the addition of a Recycling Representative member-at-large from the Heartland Beautification Committee, and to address various minor amendments to the administration and governance portion of the agreement to reflect current operating practices.

During the July 6th, 2012 meeting of the Stettler Waste Management Authority the attached Amending Agreement was approved in principle and now requires the approval of all participating Member Councils.

Recommendation:

That the Summer Village of White Sands Council approves the Stettler Waste Management Authority (SWMA) Amending Agreement ("The Authority Agreement") as substantively presented.

AMENDING AGREEMENT

(Stettler Waste Management Authority Agreement ("Authority Agreement"))

THIS AGREEMENT made in counterpart effective the ____ day of _____ 20 ____.

BETWEEN

COUNTY OF STETTLER NO. 6
(hereinafter referred to as "Stettler County")

- and -

TOWN OF STETTLER
(hereinafter referred to as "Stettler")

- and -

VILLAGE OF BIG VALLEY
(hereinafter referred to as "Big Valley")

- and -

VILLAGE OF BOTHA
(hereinafter referred to as "Botha")

- and -

VILLAGE OF DONALDA
(hereinafter referred to as "Donalda")

- and -

VILLAGE OF GADSBY
(hereinafter referred to as "Gadsby")

- and -

SUMMER VILLAGE OF WHITE SANDS
(hereinafter referred to as "White Sands")

- and -

SUMMER VILLAGE OF ROCHON SANDS
(hereinafter referred to as "Rochon Sands")

WHEREAS Stettler County, Stettler, Big Valley, Botha, Donalda, Gadsby, Rochon Sands, and White Sands entered into a Waste Management Authority Agreement dated the 5th day of March, 1992 (the "Agreement"), thereby creating the Stettler Waste Management Authority (the "Authority");

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual agreements and conditions herein contained, the parties hereby agree as follows:

1. The Agreement is hereby amended by deleting the Agreement in its entirety and substituting therefore the Stettler Waste Management Authority Agreement (the "Authority Agreement") attached hereto as Schedule "A".
2. Forthwith and from time to time, each of the parties hereto shall execute the Authority Agreement and all documents, consents and do all such deeds and things which are necessary or advisable to give effect to the terms and provisions of the Authority Agreement.
3. This Amending Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto in the event of ambiguity.
4. This Amending Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterpart shall constitute the one and same instrument and notwithstanding their date of execution, shall be deemed to bear date as of the date of this Amending Agreement.
5. This Agreement and the Authority Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the date first above written.

COUNTY OF STETTLER NO. 6

VILLAGE OF DONALDA

Per: _____

Per: _____

Per: _____

Per: _____

TOWN OF STETTLER

VILLAGE OF GADSBY

Per: _____

Per: _____

Per: _____

Per: _____

VILLAGE OF BIG VALLEY

SUMMER VILLAGE OF WHITE SANDS

Per: _____

Per: _____

Per: _____

Per: _____

VILLAGE OF BOTHA

SUMMER VILLAGE OF ROCHON SANDS

Per: _____

Per: _____

Per: _____

Per: _____

Schedule "A"
AUTHORITY AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20____.

BETWEEN

COUNTY OF STETTLER NO. 6
(“Stettler County”)

- and –

TOWN OF STETTLER
(“Stettler”)

- and –

VILLAGE OF BIG VALLEY
(“Big Valley”)

- and –

VILLAGE OF BOTHA
(“Botha”)

- and –

VILLAGE OF DONALDA
(“Donalda”)

- and –

VILLAGE OF GADSBY
(“Gadsby”)

- and –

SUMMER VILLAGE OF WHITE SANDS
(“White Sands”)

- and –

SUMMER VILLAGE OF ROCHON SANDS
(“Rochon Sands”)

WHEREAS the parties hereto wish to establish an efficient and environmentally acceptable solid waste management and disposal system for the benefit of all parties hereto; and

WHEREAS the parties hereto, pursuant to, *inter alia*, Section 54 of the *Municipal Government Act*, have authorized by bylaw the making of this Agreement and the formation and/or continuance of a regional solid waste authority for the joint construction, ownership, maintenance, management, operation, and use of a regional solid waste management and disposal system.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ESTABLISHMENT

- 1.1 The parties hereto hereby confirm and continue a joint authority created pursuant to an agreement amongst the parties dated the 5th day of March, 1992, such Agreement is hereby replaced with this Agreement, to construct, own, manage, maintain, operate, and use a regional solid waste management and disposal system.
- 1.2 The name of the authority confirmed and continued hereunder is the STETTLER WASTE MANAGEMENT AUTHORITY (the "Authority").
- 1.3 The only members of the Authority are the parties hereto (the "Member" or "Members").
- 1.4 The fiscal year of the Authority shall terminate on December 31 and the financial statements of the Authority as at that date shall be presented to the Members annually.

2. APPOINTED REPRESENTATIVES

- 2.1 The business and affairs of the Authority shall be managed by no more than twelve(12) appointed representatives (each known as an "Appointed Representative") who shall be appointed as follows:
 - (a) two (2) Appointed Representatives from Stettler County;
 - (b) two (2) Appointed Representatives from Stettler;
 - (c) one (1) Appointed Representative from Big Valley;

- (d) one (1) Appointed Representative from Botha;
- (e) one (1) Appointed Representative from Donaldda;
- (f) one (1) Appointed Representative from Gadsby;
- (g) one (1) Appointed Representative from Rochon Sands;
- (h) one (1) Appointed Representative from White Sands; and
- (i) one (1) Appointed Representative elected by ordinary resolution of the Appointed Representatives described in Section 2.1 (a-h) inclusive;
- (j) one (1) Appointed Recycling Representative from the Heartland Beautification Committee elected by an Ordinary Resolution of the Appointed Representatives described in Section 2.1(a-h) inclusive.

Each Appointed Representative described in Sections 2.1(a)-(h) must be a Council member of the Member appointing such Appointed Representative. Each Member shall be entitled to name one (1) alternate Appointed Representative. In the event that an Appointed Representative is incapable of acting on behalf of that Member, the alternate Appointed Representative shall be entitled to act in his place subject to the discretion of the Member appointing the same.

- 2.2 The term of office for each Appointed Representative shall be one (1) year. Any Appointed Representative may be re-appointed for any number of terms.
- 2.3 The first meeting of the Appointed Representatives shall be held not more than forty-five (45) days after the date of this Agreement, at which the Officers shall be elected.
- 2.4 Meetings of the Authority shall be held not less than once per quarter, at which the Officers of the Authority shall present progress reports on the operation of the Authority to the Members. Special meetings may be called as deemed necessary by the Chairman or upon the written request of not less than five (5) Appointed Representatives.
- 2.5 All decisions of the Authority shall be made by a simple majority vote of the Appointed Representatives, and the Appointed Representatives shall not act unless a quorum is

present, which shall consist of not less than a majority of the Appointed Representatives.

- 2.6 By way of Notice in writing to the other Members, any Member may remove its Appointed Representative or alternate Appointed Representative, as the case may be, and may appoint any Council member of that Member in the place of such Appointed Representative for the remainder of the fiscal year of the Authority.

3. OFFICERS

- 3.1 The Appointed Representatives shall annually appoint, by ordinary resolution, a Chairman, a Vice-Chairman, a Chief Administrative Officer and Assistant Chief Administrative Officer, and such other officers as determined by the Appointed Representatives in their discretion from time to time. The Chairman shall be, on alternating fiscal years of the Authority, an Appointed Representative appointed by Stettler County and an Appointed Representative appointed by Stettler. Further, in each fiscal year that the Chairman is appointed by Stettler County, the Vice-Chairman shall be appointed by Stettler and in each fiscal year that the Chairman is appointed by Stettler, the Vice-Chairman shall be appointed by Stettler County.

The Chief Administrative Officer/Assistant Chief Administrative Officer shall be, subject to an ordinary resolution of the Appointed Representatives to the contrary, the Town of Stettler's Chief Administrative Officer/Assistant Chief Administrative Officer or the Stettler County's Chief Administrative Officer/Assistant Chief Administrative Officer.

In addition to the duties set forth herein, the Officers shall have such duties as the Appointed Representative may, from time to time, determine.

- 3.2 The Chairman shall:
- (i) when present, preside as Chairman at all meetings of the Authority;
 - (ii) vote as a normal Member at all meetings of the Appointed Representatives.
- 3.3 The Vice-Chairman shall:
- (i) preside over all meetings and of the Authority in the absence of the Chairman;

- (ii) assist the Chairman in all duties as required.

3.4 The Chief Administrative Officer shall:

- (i) take or cause to be taken minutes of all meetings of the Authority;
- (ii) within a reasonable period of time following all meetings of the Authority, provide copies of all minutes to all Members;
- (iii) make all necessary arrangements for the meetings of the Authority;
- (iv) notify all Members and Appointed Representatives, as the case may be, of upcoming meetings;
- (v) cause all invoices and proper payments of the Authority to be paid promptly out of the resources of the Authority;
- (vi) cause to be kept detailed accounts of all income and expenditures of the Authority for auditing as required by the Authority and present such statements or audited financial statements, as the case may be to the Members annually; and

3.5 The Chief Administrative Officer shall be responsible for the authorization of all expenditures from funds administered on behalf of the Authority. In the absence of the Chief Administrative Officer, the Assistant Chief Administrative Officer shall authorize expenditures from funds administered on behalf of the Authority.

4. OPERATIONS AND MANAGEMENT

4.1 The Chief Administrative Officer shall carry out all activities on behalf of the Authority in accordance with the Policies of the Authority. The Chief Administrative Officer is hereby authorized to, *inter alia*, direct all of the activities of the Authority including, but not limited to:

- (i) hiring of personnel;
- (ii) operation and maintenance of equipment;
- (iii) keeping financial and other records; and

(iv) collection of accounts receivable and disbursement of Authority funds;

always pursuant to the policies, directives, and approvals of the Appointed Representatives.

- 4.2 The application of this Agreement and the activities of the Authority apply only to the area within the municipal boundaries of the Members outlined in red on the attached Appendix "A".
- 4.3 All Members have the right to increase their respective service area within their currently defined municipality, subject to the payment of the incremental proportionate share of the annual operating deficit requisition as determined by the Authority.
- 4.4 Each Member shall make available to the Authority, to the reasonable satisfaction the Authority, access to lands reasonably sufficient for the establishment and operation of a waste transfer station capable of accommodating the requirements of the Member making such lands available. The Authority shall provide a minimum level of service for the operation of each waste transfer station reasonably satisfactory to the Authority.

5. FINANCING

- 5.1 All operating and capital expenditures shall be in accordance with the budget, approved by a simple majority of the Appointed Representatives.
- 5.2 The Authority shall requisition funds annually from the Members in an aggregate amount sufficient to offset the capital and operating expenditures of the Authority based upon the approved annual budget, one quarter (1/4) of such requisitions to be paid to the Authority on a quarterly basis.
- 5.3 Any funds requisitioned from the Members shall be at the same ratio as set forth in the Allocation Formula set forth in Appendix "B" hereto (the "Allocation Formula").
- 5.4 Subject to the consent of the Appointed Representatives, the Chief Administrative Officer may authorize any Agreement on behalf of the members of the Authority with the Province of Alberta or any of its agencies regarding the provision of assistance to the Authority to defray capital expenses or operation costs.

- 5.5 Each year's operating budget shall include a transfer to a Reserve Depreciation Fund (the "Reserve Depreciation Fund") established by the Authority for the purpose of funding future site acquisition, site development, landfill closure, post closure care and maintenance, and purchase of capital equipment.
- 5.6 Each year the Authority will review the Reserve Depreciation Fund and the amount of the budgeted annual transfer to the Reserve Depreciation Fund to ensure that adequate funds will be available for all the anticipated costs listed in Section 6.5. Notwithstanding any provision contained herein to the contrary, if it is determined by the Chief Administrative Officer that the portion of the Reserve Depreciation Fund which is intended to pay for closure and post-closure care and maintenance requires further contribution from any Member or former Member of the Authority, the Authority shall be entitled to requisition further funds from the Member or former Member, as the case may be, in accordance with the Allocation Formula and each Member or former Member shall submit such further requisition funds to the Authority within ninety (90) days of receipt of written request therefore and such obligations shall survive the withdrawal of any Member from the Authority and the termination of this Agreement, as the case may be.
- 5.7 The Reserve Depreciation fund and all contributions to the Reserve Depreciation fund shall be invested in an interest bearing account to the benefit of the Authority.
- 5.8 All capital, operating, closure, and replacement funds required to construct, maintain, manage, operate, use, replace, and reclaim any solid waste landfill site of the Authority in excess of any assistance provided by the Province of Alberta shall be provided by the Members in accordance with the Allocation Formula set forth in Appendix "B" hereto.
- 5.9 The Chief Administrative Officer has the authority to approve all capital and operating expenditures as set out in the approved budget for items from the funds of the Authority. Expenditures not included in the approved Capital and Operating Budget must be approved by ordinary resolution of all of the Members.
- 5.10 Excepting the Appointed Representative elected pursuant to Section 2.1(i) and 2.1(j), reimbursement to the Appointed Representatives for attendance at meetings of the Authority shall be the responsibility of the Member appointing such Appointed Representative and shall not be considered as operating costs of the Authority. Reimbursement to the Appointed Representative appointed pursuant to Section 2.1(i)

and 2.1(j) for attendance at meetings of the Authority shall be calculated at the rates set each year by the Authority and shall be considered as operating costs of the Authority.

5.11 The books, financial accounts, and records of the Authority shall be audited at least once each year by a chartered accountant appointed by the Authority.

6. ENVIRONMENTAL

6.1 The Authority shall operate its landfill site(s) according to the Code of Practice as established by Alberta Environmental Protection, from time to time.

6.2 The annual operational budget for the Authority shall contain adequate funding for the maintenance of comprehensive environmental liability insurance. The Authority shall purchase and maintain comprehensive environmental liability insurance and other such insurance reasonably required by the Authority, which insurance shall include all of the Members as additional named insureds.

6.3 If the Members become jointly and severally liable for any matter relating to the Authority, the respective liability of each of the Members and the former Members, as between themselves, shall be apportioned and limited in accordance with each Member's respective percentage allocation as calculated in the Allocation Formula and adjusted to take into account the period during which the liability relates and the Member or former Member, as the case may be, was a Member and the obligations stated herein amongst Members and former Members shall survive the withdrawal of any Member from the Authority and the termination of this Agreement, as the case may be.

6.4 Each of the parties hereto specifically agrees that they will take such actions as may be required to ensure that each Member's contribution arising out of any such liability is apportioned strictly in accordance with the Allocation Formula.

7. DISSOLUTION OR WINDING UP OF THE AUTHORITY

7.1 Subject to Section 7.2, upon the dissolution or winding up of the Authority and after the payment of all debts and liabilities of the Authority, the remaining property of the Authority shall be distributed amongst the parties hereto on the basis of the percentage share of the respective Members calculated pursuant to the Allocation Formula as at the date of dissolution or winding up, as the case may be.

7.2 The Authority shall comply with all security requirements relating to closure and post-closure. If, upon satisfaction of all requirements, there remain funds available for distribution to the parties hereto, such funds shall be distributed in accordance with Section 7.1.

8. GENERAL

8.1 A Member, Appointed Representative, or any other person entitled to attend a meeting of the Authority or of the Appointed Representatives, as the case may be, may participate in the meeting by means of telephone or other communication facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

8.2 This Agreement is binding upon all parties hereto for a term of ten (10) years from the date of this Agreement and thereafter shall continue in force on a year-to-year basis.

8.3 After the tenth anniversary of the date of this Agreement, any party hereto may withdraw from this Agreement by giving not less than one (1) year's Notice in writing to all of the other parties hereto to become effective on January 1 following completion of the one- (1) year Notice period. The withdrawing Member is not entitled to share in the property of the Authority, but shall be subject to the provisions in Section 6.3. The provisions of Section 7.1 shall not apply except in a circumstance that the Authority is totally dissolved.

8.4 Any municipality wishing to become a Member of the Authority may become a Member of the Authority on such terms and conditions established by the Authority and subject to the unanimous approval of the Members, PROVIDED THAT the Municipality wishing to become a Member agrees to be bound by the terms and conditions of this Agreement.

8.5 The parties hereto acknowledge that the provisions of this Agreement which are intended to survive the expiry or termination of this Agreement or the withdrawal of a party to this Agreement shall survive such expiry, termination, or withdrawal and shall not be merged therein or therewith provided that the obligations of the parties hereto relating to survival of the terms contained herein are restricted to the time during which the parties hereto have been parties to this Agreement.

8.6 This Agreement may be amended with the unanimous approval of the Members.

8.7 Whether or not so stipulated herein, all notices, communication, requests, and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no Notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or ten (10) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (i) County of Stettler No. 6
Box 1270
Stettler, Alberta T0C 2L0

Attention: Chief Administrative Officer
Fax: (403) 742-1277

- (ii) Town of Stettler
Box 280
Stettler, Alberta T0C 2L0

Attention: Chief Administrative Officer
Fax: (403) 742-1404

- (iii) Village of Big Valley
Box 236
Big Valley, Alberta T0J 0G0

Attention: Chief Administrative Officer
Fax: (403) 876-2223

- (iv) Village of Botha
Box 160
Botha, Alberta T0C 0N0

Attention: Chief Administrative Officer
Fax: (403) 742-6586

- (v) Village of Donalda
Box 160
Donalda, Alberta T0B 1H0

Attention: Chief Administrative Officer
Fax: (403) 883-2022

- (vi) Village of Gadsby
Box 80
Gadsby, Alberta T0C 1K0

Attention: Chief Administrative Officer
Fax: (403)

(vii) Summer Village of Rochon Sands
Box 1746
Stettler, Alberta T0C 2L0

Attention: Chief Administrative Officer
Fax: (403) 742-4771

(viii) Summer Village of White Sands
Box 119
Stettler, Alberta T0C 2L0

Attention: Chief Administrative Officer
Fax: (403)

or to such other address as each party may from time to time direct in writing.

8.8 This Agreement shall be construed and governed by the laws of the Province of Alberta.

8.9 All of the provision of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph, and sub-paragraph hereof and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Agreement be illegal or not enforceable they shall be considered separate and severed from the Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the illegal or unenforceable provisions had never been included. The Schedules shall form part of this Agreement.

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

8.11 No party hereto shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from all other parties hereto, such consent not to be unreasonably withheld, PROVIDED THAT in no event shall any assignment which may have been consented to release or relieve the assignor from its obligations to fully perform all of the terms, covenants, and conditions of this Agreement on its part to be performed.

- 8.12 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.
- 8.13 This Agreement endures to the benefit of and is binding upon the parties to this Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this membership Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the date first above written.

COUNTY OF STETTLER NO. 6

VILLAGE OF DONALDA

Per: _____
Reeve

Per: _____
Mayor

Per: _____
Secretary-Treasurer

Per: _____
Secretary-Treasurer

TOWN OF STETTLER

VILLAGE OF GADSBY

Per: _____
Mayor

Per: _____
Mayor

Per: _____
Secretary-Treasurer

Per: _____
Secretary-Treasurer

VILLAGE OF BIG VALLEY

SUMMER VILLAGE OF WHITE SANDS

Per: _____
Mayor

Per: _____
Mayor

Per: _____
Secretary-Treasurer

Per: _____
Secretary-Treasurer

VILLAGE OF BOTHA

SUMMER VILLAGE OF ROCHON SANDS

Per: _____
Mayor

Per: _____
Mayor

Per: _____
Secretary-Treasurer

Per: _____
Secretary-Treasurer

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APPENDIX "A"

(Geographic Area of Authority)

COUNTY OF STETTLER NO. 6

Town of Stettler

Village of Donalda

Village of Big Valley

Village of Gadsby

Village of Botha

Summer Village of Rochon Sands

Summer Village of White Sands

APPENDIX "B"

ALLOCATION FORMULA

Percentage per Member = $\frac{A}{B}$

Where:

1) For Villages, Towns, or Counties:

A = Population of the Member as determined by the most recent census;

For Summer Villages:

$$A = \frac{\text{Number of developed properties} - \text{number of permanent properties occupied} + \text{permanent residence population}}{2}$$

2) B = Aggregate of A for all Members

MEMORANDUM

To: Summer Village of White Sands Council

From: Greg Switenky

Date: August 21, 2012

Re: SWMA – Lease Agreement for Waste to Energy Conversion Facility



At the December 21st, 2011 meeting the SVWS Council passed a motion to support in principle the lease of lands at the jointly owned Stettler Regional Landfill facility to the County of Stettler for the purpose of developing a Waste to Energy Conversion Facility.

At the July 6th, 2012 meeting of the Stettler Waste Management Authority the attached Waste to Energy Lease Agreement was approved in principle and now requires the approval of all joint land owner municipalities.

Recommendation:

That the Summer Village of White Sands Council approves the Lease Agreement as substantively presented between the Stettler Waste Management Authority and the County of Stettler No. 6 for the Waste to Energy Project to be situated at the Stettler Regional Landfill (Part of the NE ¼ Sec. 33-40-19 W4M).

LEASE AGREEMENT

(To Lease Lands to Facilitate the Development of a Waste to Energy Conversion Facility)

THIS LEASE made this _____ day of _____, 2012.

BETWEEN:

**The County of Stettler No. 6, the Town of Stettler, the Village of Big Valley,
the Village of Botha, the Village of Donalda, the Village of Gadsby,
the Summer Village of Rochan Sands and the Summer Village of White Sands
operating as the Stettler Waste Management Authority, a Joint Committee of
Municipalities established pursuant to the Municipal Government Act (Alberta)
(hereinafter collectively referred to as the "Authority")**

-and-

**The County of Stettler No. 6
(hereinafter referred to as the "County")**

WHEREAS the Authority is the owner of certain lands within the County of Stettler which are legally described as:

THE NORTH EAST QUARTER OF SECTION THIRTY THREE (33)
TOWNSHIP FORTY (40)
RANGE NINETEEN (19)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
AS SHOWN ON ROAD PLAN 842 1278
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(hereinafter referred to as the "Lands")

AND WHEREAS the Authority wishes to Lease to the County, and the County wishes to Lease from the Authority, a portion of the Lands (the "Leased Lands");

AND WHEREAS the purpose for which the County wishes to lease the Lands is to facilitate the development of a Waste to Energy Conversion Facility, for which purpose, the County intends to sub-lease the Leased Lands to a third party;

AND WHEREAS the development of such a Waste to Energy Facility will be beneficial to the Authority, and each of its member municipalities, and the Authority has consented to the said sub-lease;

NOW THEREFORE in consideration of the mutual obligations, terms, and conditions set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1 In this Agreement, including any schedules attached hereto, the following words or terms shall have the following meanings:

- (a) "Condition Precedent" shall mean the Condition Precedent provided for in paragraph 4.1 hereof;
- (b) "Condition Date" shall mean the Condition Date provided for in paragraph 4.1 hereof;
- (c) "Leased Lands" shall mean that portion of the Lands, comprising an area of approximately 14.5 meters by 41 meters, more or less, which are more particularly described in Schedule "A", which is attached hereto and forms an integral part of this Lease.
- (d) "Waste Conversion Agreement" shall mean the Waste Conversion Agreement entered into or to be entered into as between the County and the third party who sub-leases the Leased Lands;
- (e) "Waste to Energy Conversion Facility" shall mean a Waste to Energy Conversion Facility as contemplated by the Waste Conversion Agreement.

2. Interpretation

2.1 The headings in this Lease are for convenience only and shall not effect its interpretation. Words importing the plural or the singular shall include the singular and the plural and words importing the masculine shall include the feminine or neuter or corporations, or vice versa, as the context may require.

2.2 The preamble hereto is an integral part of this Lease, and is incorporated herein.

2.3 The following schedules hereto are an integral part of this Lease and are incorporated herein:

- (a) Schedule "A" – The Leased Lands

2.4 Unless otherwise indicated, all dollar amounts referred to in this Lease, including the symbol \$, refer to the lawful currency of Canada.

2.5 This Lease shall be governed by, interpreted and construed in accordance with the Laws of the Province of Alberta, and the Federal Laws of Canada applicable therein. The Courts of the Province of Alberta shall have exclusive and original jurisdiction in any action or proceedings brought under this Lease, or anything arising from or related thereto, and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the

Province of Alberta. However, nothing contained in this provision shall prevent the use of the dispute resolution mechanisms provided for in this Lease.

3. Grant

3.1 The Authority hereby leases to the County the Leased Lands for a term of twenty (20) years, commencing upon the ____ day of _____, 2012, or upon such other date as the parties hereto may otherwise agree to, in writing.

3.2 Upon the expiry of the original term of this Lease, the County shall have the right to renew this Lease for a further term of twenty (20) years, upon the same terms and conditions as contained herein. The County will provide the Authority with 90 days written notice that it intends to renew the term of this Lease.

4. Condition Precedent

4.1 It is a Condition Precedent to this Lease that on or before _____, 2012 (the "Condition Date"), the Leased Lands be subdivided from the Lands. The County shall bear the costs of the subdivision, however, the Authority shall sign any documents, and do such things, as may be required to facilitate subdivision. If this Condition Precedent is not fulfilled on or before the Condition Date, this Lease shall be void, and of no further force or effect.

5. Rent

5.1 During the term hereof, and any renewal term, the County will pay the Authority rent in the amount of ONE (\$1.00) DOLLAR per year payable annually, in advance.

5.2 The County shall also pay any property taxes that may accrue in regard to the Leased Lands.

6. Use of the Leased Lands

6.1 The County may use the Leased Lands for the development and operation of a Waste to Energy Conversion Facility, and such uses as are ancillary thereto, or any other uses which may be consented to, in writing, by the Authority. Without restricting the generality of the foregoing, the parties hereto acknowledge and agree that the County may use the Leased Lands for the construction of buildings related to the Waste to Energy Conversion Facility, and the use of machinery and equipment related thereto, including the use of weigh scales and waste trucks and equipment, and the development of storage areas or facilities upon the Leased Lands.

7. Development

7.1 The Authority and the County acknowledge and agree that the Leased Lands are bare lands only, and that there are currently no structures constructed thereon. The County

will be solely responsible for the construction of any structures it may require upon the Leased Lands, and servicing in regard to the same. Without restricting the generality of the foregoing, the County, or its sub-lessee, shall be responsible for any power requirements in regard to the Waste to Energy Conversion Facility which is contemplated. The County will also be responsible for any maintenance and repair of the Leased Lands, or any structures or improvements it constructs thereon.

- 7.2 At the expiry or termination of this Lease, or any renewal thereof, any structures or improvements constructed on the Leased Lands by the County shall remain the property of the County and may be removed by the County. However, in the event of such removal, the County will return to its original condition any portion of the Leased Land which is disturbed or damaged by such removal.

8. Quiet Enjoyment

- 8.1 The Authority covenants and agrees that so long as the County complies with the terms and conditions of this Lease, the County, or anyone claiming through the County, including its permitted sub-lessees, shall quietly enjoy the Leased Lands without hindrance or molestation by the Authority or any person or party claiming through or under the Authority.

9. Assignment and Sub-Letting

- 9.1 It is acknowledged and agreed that the County intends to assign or sub-lease the Leased Lands to a third party who will operate a Waste to Energy Conversion Facility upon the Leased Lands, and such assignment or sub-leasing is expressly consented and agreed to by the Authority. Otherwise however, neither party may assign or sub-lease the Leased Lands, this Lease, or any rights or burdens set forth herein, unless the other party consents thereto in writing, such consent not to be unreasonably withheld.

10. Insurance

- 10.1 The County shall, at its expense, provide and maintain in force during the term of this Lease property damage and general liability insurance with respect to its operations and activities upon the Leased Lands in the minimum amount of TWO MILLION (\$2,000,000.00) DOLLARS on a per occurrence basis.
- 10.2 Without restricting the generality of paragraph 10.1, the County acknowledges and agrees that it shall be responsible for insuring any structures or improvements upon the Leased Lands, and that the Authority will have no responsibility therefore.
- 10.3 Certificates evidencing the insurance provided for herein shall be made available to the Authority, upon request.

11. Default and Termination

11.1 The Authority and the County acknowledge and agree that any of the following events shall constitute acts of default hereunder:

- (a) Abandonment of the Leased Premises by the County;
- (b) A breach of the Authority's covenant of quiet enjoyment, as provided for herein;
- (c) Non-payment of rent.

11.2 In the event of an act of default, the party offended thereby may serve a notice in writing on the defaulting party providing sixty (60) days within which the default be remedied. In the event that the act of default is not remedied within the said sixty (60) days, the party serving the notice may terminate this Lease.

12. Compliance with Law

12.1 The County shall comply with all laws, regulations, bylaws, or requirements of law as may be applicable to the County in regard to the Leased Lands, or the operations or activities of the County thereon.

12.2 The County further agrees that it shall require its permitted sub-lessee or assignee to comply with, any laws, regulations, bylaws, or legal requirements which may be applicable to the Leased Lands, or that party's activities upon the Leased Lands. Without restricting the generality of the foregoing, any sub-lease shall require such party to obtain any environmental approvals which may be required for its operations, and to comply with all environmental rules, regulations, laws or orders that may be applicable to it and its operations.

13. Dispute Resolution

13.1 Each of the parties hereto agree to resolve any disputes that arise between them which relate to, arise out of, or is in any way connected with this Agreement, by:

- (a) discussion between senior management representatives of parties who are familiar with the matters in dispute; or
- (b) if such discussions are not successful, the matter may proceed to binding arbitration if each of the parties hereto so agree. Such arbitration shall be conducted before a single arbitrator who shall be jointly agreed to by the parties hereto, and shall be governed by the *Arbitration Act* of Alberta, and the Rules of the Arbitration and Mediation Society of Alberta. The decision of any such arbitrator shall be final and binding upon the parties and the fees and costs related thereto shall be borne and paid for in the manner that the arbitrator determines.

14. General

14.1 This Lease shall be binding upon and shall enure to the benefit of the Authority and the County hereunder, and their successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement by the hands of their proper signing officers effective as of the day and year first written above.

The Authority

County of Stettler No. 6

Per: _____

Per: _____

Town of Stettler

Per: _____

Per: _____

Village of Big Valley

Per: _____

Per: _____

Village of Donalda

Per: _____

Per: _____

Village of Botha

Per: _____

Per: _____

Village of Gadsby

Per: _____

Per: _____

Summer Village of Rochan Sands

Per: _____

Per: _____

Summer Village of White Sands

Per: _____

Per: _____

The County

County of Stettler No. 6

Per: _____

Per: _____

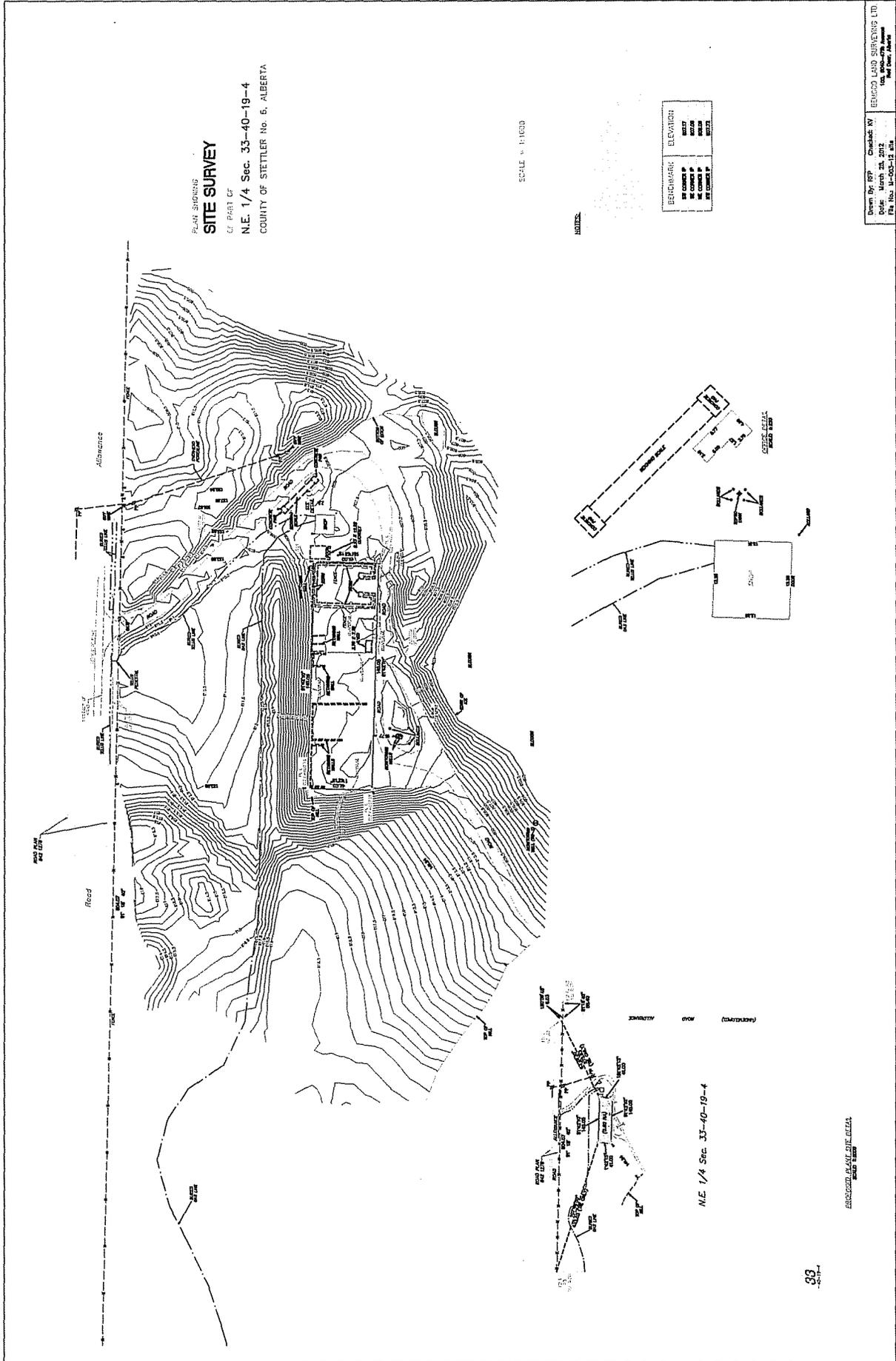
L:\Council\Agreements\2012\Lease Agreement - Waste to Energy Conversion Facility.pdf

Schedule "A"

PLAN SHOWING
SITE SURVEY
 OF PART OF
 N.E. 1/4 Sec. 33-40-19-4
 COUNTY OF SETTLER No. 6, ALBERTA

SCALE 1:1000

BENCHMARK	ELEVATION
BM 1000	1000.00
BM 1001	1001.00
BM 1002	1002.00
BM 1003	1003.00
BM 1004	1004.00
BM 1005	1005.00
BM 1006	1006.00
BM 1007	1007.00
BM 1008	1008.00
BM 1009	1009.00
BM 1010	1010.00
BM 1011	1011.00
BM 1012	1012.00
BM 1013	1013.00
BM 1014	1014.00
BM 1015	1015.00
BM 1016	1016.00
BM 1017	1017.00
BM 1018	1018.00
BM 1019	1019.00
BM 1020	1020.00
BM 1021	1021.00
BM 1022	1022.00
BM 1023	1023.00
BM 1024	1024.00
BM 1025	1025.00
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BM 1035	1035.00
BM 1036	1036.00
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BM 1038	1038.00
BM 1039	1039.00
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BM 1094	1094.00
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BM 1097	1097.00
BM 1098	1098.00
BM 1099	1099.00
BM 1100	1100.00



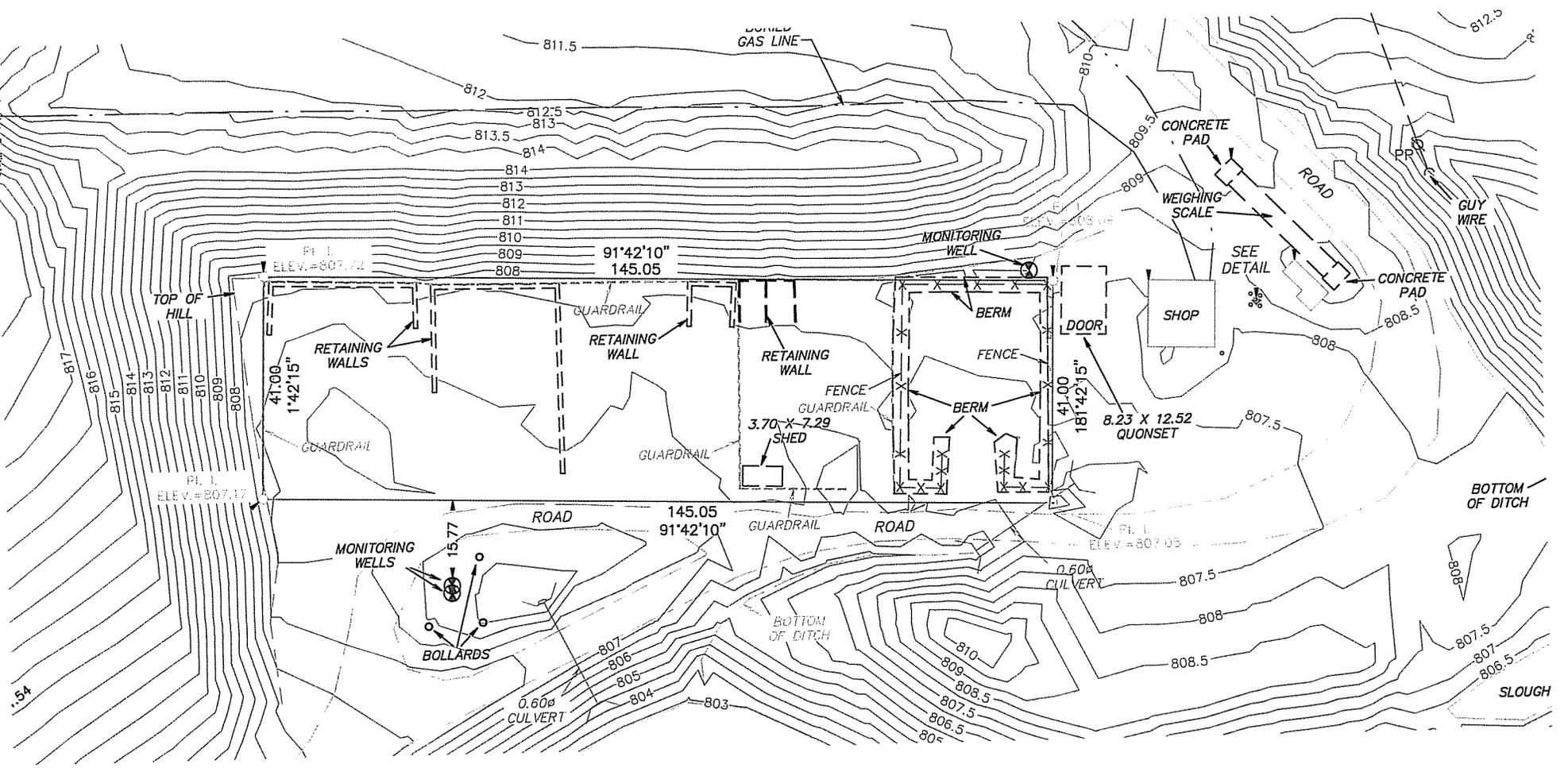
Drawn by: RFP
 Checked by: RFP
 Date: 11-03-11
 Project No: 11-03-11-01

EMERALD LAND SURVEYING LTD.
 1100 10th Street, N.W.
 Calgary, Alberta T2N 1Y1
 Phone: (403) 243-1100
 Fax: (403) 243-1101
 Email: info@emerald-land.com

N.E. 1/4 Sec. 33-40-19-4

ENCLOSURE TO THE LEASE

33



Summer Village of White Sands

Box 119
Stettler, AB
T0C 2L0

Phone: (403)742-8305
Fax: (403)742-1404
E-Mail: townoffice@stettler.net

County of Stettler
c/o Quinton Beaumont

July 25, 2012

Re: Weed Inspection and weed control/eradication measures

Dear Quinton:

The Summer Village of White Sands is appreciative of the cooperative assistance we receive from the County's weed inspection team. Since we share municipal boundaries it is advantageous, practical and efficient to utilize the identification services of one weed inspection team for the ongoing purposes of control and eradication to prevent the spread or migration of prohibited/noxious weeds in the entire South Buffalo Lake area.

As for the requirement of enforcement under Alberta weed legislation (compliance orders & tickets etc.) the Summer Village will continue to utilize the services of Alberta Animal Services. However for practical purposes the Summer Village of White Sands is desirous of basic weed inspection, identification and control services on an as needed basis.

The Summer Village of White Sands therefore grants permission to qualified weed inspection personnel from the County of Stettler to access any and all property within the municipal boundaries, as a representative and under the authority of the Summer Village of White Sands for the purposes of weed inspection under the provisions of the *Alberta Weed Control Act*.

Formally, in accordance with the *Alberta Weed Control Act, Part 2 Inspectors – Municipal Inspectors: A local authority shall appoint inspectors to enforce and monitor compliance with this act within the municipality*. I therefore appoint Quinton Beaumont, Jay Byer, Darcie Belanger, Amy Brus, Chanel Annabel, Kristy Wade, and Cree Gordon as Summer Village of White Sands Weed and Pest Inspectors for the 2012 year.

We thank you for your cooperative approach with respect to the control of weeds within and amongst the municipalities in the South Buffalo Lake area.

Sincerely,



Greg Switenky, CAO

Cc Mike Alexandre, Alberta Animal Services

Summer Village of White Sands

Box 119
Stettler, AB
T0C 2L0

Phone: (403)742-8305
Fax: (403)742-1404
E-Mail: townoffice@stettler.net

July 16, 2012

County of Stettler
c/o Tim Fox, CAO

Re: Weed Inspection and weed control/eradication measures

Dear Tim:

The Summer Village of White Sands is appreciative of the cooperative assistance we receive from the County's weed inspection team. Since we share municipal boundaries it is advantageous, practical and efficient to utilize the identification services of one weed inspection team for the ongoing purposes of control/eradication to prevent the spread or migration of prohibited/noxious weeds in the entire area.

As for the requirement of inspection and enforcement under Alberta weed legislation (compliance orders & tickets etc.) the Summer Village will continue to utilize the services of Alberta Animal Services as appointed formally by Council.

The Summer Village of White Sands therefore grants permission to qualified weed inspection personnel from the County of Stettler to access any and all property within the municipal boundaries, as a representative and under the authority of the Summer Village of White Sands for the purposes of weed inspection under the provisions of the *Alberta Weed Act*.

We thank you for your cooperative approach with respect to the control of weeds within and amongst our municipalities.

Sincerely,



Lorne Thurston
Mayor

Cc Mike Alexandre, Alberta Animal Services

631 00 00 34 630

BILL OF SALE

Seller HEARTLAND MARINE & MOTORSPORTS INC.				
Address BOX 675, 4703-41 ST				
City STETTLER	Province AB	Postal Code TOC 2L0	GST Registration Number 823668918RT0001	Phone 403-742-4447
Buyer Summer Village of White Sands			Phone	
Address Box 119		Postal Code TOC 2L0	City Stettler	Province AB
Description of Boat (the Assets)				
Year: 1979	Make: Edson	Model:	Color: Blue	
HIN: ZAI-2-335-1-6-79				
Engine Year: 1978	Engine Make: Evinrude	Engine Model: 558755		
Engine S/N: 62875	Blue EZ-Loader trailer VIN:16012			
Sale Price \$1,175.00	Plus GST \$58.75	Total to be Paid \$1,233.75	Payment Method	

For good and valuable consideration, paid by the Buyer to the Seller at or before execution and delivery of this Bill of Sale (the receipt and sufficiency of which is acknowledged), the Seller hereby sells, assigns, transfers and conveys the Assets to the Buyer, its successors and assigns, subject to the following terms and conditions:

The Sellers warrants that they have the right to sell such Assets to the Buyer; and that they do so free and clear of all encumbrances. The Seller gives no warranty of any kind for the goods in question, especially with respect to their fitness for any particular purpose or their safe use.

The Buyer hereby acknowledges that he or she has examined the Assets and has agreed to buy them "as is" and "where is". The Buyer acknowledges that the purchase of the Assets is at his or her own risk and hereby agrees to make no claims against the Seller based upon alleged representations, warranties or collateral agreements, especially with respect to the fitness of the Assets listed above for any particular purpose of for their safe use.

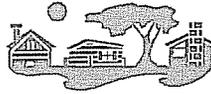
This Bill of Sale shall be binding upon and ensure to the benefit of the successors and assigns of each the Buyer and the Seller.

In witness whereof the parties have executed this Bill of Sale as of the _____ day of _____, 20____.

Seller

Buyer

Heartland Marine & Motorsports Inc.



Association of
SUMMER VILLAGES
OF ALBERTA

July 24, 2012

Dear CAOs and Councils:

I am pleased to announce that we have a new Executive Director, Beverly Anderson. Beverly is the Deputy Mayor of the Summer Village of Norglenwold on Sylvan Lake (her third term on Council) and will be working for us on a part-time basis.

Beverly comes to us with a great deal of experience. Her previous work experience includes being the Project Manager on the Alberta Watershed Toolkit initiative; the Executive Director for the Red Deer River Watershed Planning and Advisory Council (part of the Government of Alberta's Water For Life Initiative); an Instructor of Project Management and Marketing at Red Deer College; and has 20 years experience with Alberta Environment, primarily as a senior manager.

Beverly has a Bachelor of Environmental Studies and a Masters of Business Administration in Project Management.

We feel these will be terrific assets to help us pull our organization together and to assist us with our focus on water issues in the upcoming months.

EFFECTIVE IMMEDIATELY OUR NEW CONTACT INFORMATION

**Association of Summer Villages of Alberta
c/o Beverly Anderson, Executive Director
71 Ravenscrag Crescent
Norglenwold, Alberta T4S 1S5**

Email: summervillages@gmail.com (same as before)

Phone: 403-506-2744

Fax: 403-887-4870

Website: www.albertasummervillages.org (same as before)

Please note: Information on our upcoming Fall Conference will be sent out to each of you before the end of July. Minister McQueen has confirmed her attendance to deliver an opening address for our conference on Friday at 11:30 am, October 19. Please mark your calendar for this important event in the lives of all Summer Villages. We are looking forward to seeing all of you again in October.

Sincerely,

Peter Pellatt
President

ASSOCIATION OF SUMMER VILLAGES OF ALBERTA

**LICENCE TO TEMPORARILY DIVERT WATER
PROVINCE OF ALBERTA
WATER ACT, R.S.A. 2000, c.W-3, as amended**

LICENCE NO.: 00310597
FILE NO.: NE 28-040-20-W4
EFFECTIVE DATE: 2012/05/28
EXPIRY DATE: 2012/10/31
SOURCE OF WATER: Unnamed other Water Body
POINT OF DIVERSION: NE 28-040-20-W4
POINT OF USE:
LICENSEE: SUMMER VILLAGE OF WHITE SANDS
RESTRICTION: n/a

Pursuant to the Water Act, R.S.A. 2000, c.W-3, as amended, a licence for the temporary diversion of water is issued to the Licensee to:

divert and use up to 10,000 cubic metres of water from the source of water for the purpose of other use (specified by the Director),

subject to the attached term and condition nos. 1 to 16, inclusive.

2012 05 28

Dated

DEFINITIONS

- 1 All definitions from the Act and the Regulations apply except where expressly defined in this licence.
- 2 In all parts of this licence:
 - (a) "Act" means the Water Act, RSA 2000, c. W-3, as amended;
 - (b) "Director" means an employee of the Government of Alberta designated as a Director under the Act;
 - (c) "Point of diversion" means the location where water is diverted from the source of water;
 - (d) "Point of use" means the location in which the diverted water is used by the Licensee for the licenced purpose;
 - (e) "Regulations" means the regulations, as amended, enacted under the authority of the Act; and
 - (f) "Water Use Reporting System" means the secure internet website provided by Alberta Environment at <http://www.environment.alberta.ca/1286.html> for submitting measuring and monitoring results electronically to the Director.

GENERAL

- 3 The Licensee shall immediately report to the Director by telephone any contravention of the terms and conditions of this licence at 780-422-4505.
- 4 The terms and conditions of this licence are severable. If any term or condition of this licence is held invalid, the application of such term or condition to other circumstances and the remainder of this licence shall not be affected thereby.
- 5 The Licensee shall not deposit or cause to be deposited any substance in, on or around the source of water that has or may have the potential to adversely affect the source of water.

DIVERSION OF WATER

- 6 This licence is appurtenant to the legal land location of the point of diversion described on page 1 of this licence.
- 7 The Licensee shall divert water only for the purpose described on page 1 of this licence.
- 8 The Licensee shall divert water only from the source of water described on page 1 of this licence.
- 9 The Licensee shall divert water only from the point of diversion described on page 1 of this licence.
- 10 The Licensee shall not divert or use more than the total number of cubic metres of water described on page 1 of this licence.

DIVERSION OF WATER

- 11 The Licensee shall divert water only to the point of use described on page 1 of this licence, if applicable.
- 12 The Licensee shall cause any water entering a pump to first pass through a screen on the pump intake with openings no larger than 2.54 millimetres.

MONITORING REQUIREMENTS

- 13 Unless otherwise authorized in writing by the Director, the Licensee shall measure the total volume of water diverted on each occasion that water is diverted using:
 - (a) a meter or other measuring device; or
 - (b) an estimate of the total volume of water diverted on each occasion that water is diverted using the volume multiplied by number of loads or the pumping rate multiplied by hours pumped.

RECORDING AND REPORTING

- 14 The Licensee shall record and retain all of the following information for a minimum of one (1) year after the expiry date of this licence:
 - (a) the place, date and time of all monitoring and measuring or estimating;
 - (b) the results obtained pursuant to the MONITORING REQUIREMENTS of this licence; and
 - (c) the name of the individual who conducted the monitoring, measuring or estimating stipulated in (a) and (b).
- 15 When requested in writing by the Director, the Licensee shall submit a Water Use Report to the Director.
- 16 The Water Use Report shall include, at a minimum, the following information collected during the term of this licence:
 - (a) the total number of cubic metres of water diverted from the source of water;
 - (b) the results obtained pursuant to the MONITORING REQUIREMENTS of this licence; and
 - (c) any other information required in writing by the Director.