

**SUMMER VILLAGE OF WHITE SANDS
COUNCIL MEETING AGENDA
September 18, 2024 @ 9:30
Location: Municipal Office
#10, 19447 HWY 12, Stettler County and Streaming on to YouTube**

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**Public Welcome to observe the meeting in person or through streaming on our YouTube Channel
If you wish to speak to council as a delegation, contact the Village Office at 403-740-1572**

Next Regular Council Meeting will be after the by-election and organizational meeting. All information will be posted on the municipal website. www.whitesandsab.ca

**MINUTES OF THE REGULAR MEETING
SUMMER VILLAGE OF WHITE SANDS
COUNCIL**

**held on August 21, 2024
Municipal Office #10, 19447 Hwy 12,
County of Stettler and electronically
Streaming on YouTube.**

Present: Ian McCormack, Official Administrator (Zoom)
CAO, Melissa Beebe
Administrative Assistant, Erin Weinzierl

Absent:

Public: (1)

1. Call to Order:

Official Administrator McCormack calls the Council Meeting to order at 9:31 AM

2. Adoption of Agenda

Motion 24:08:01 Moved by Official Administrator McCormack to approve the agenda as amended:

- 10.5 July Bank Reconciliation as of July 31, 2024
- 7.2 Municipal Affairs LGFF Operating Grant

MOTION CARRIED

3. Adoption of Previous Minutes:

3.1. Regular Council Meeting Minutes of June 12, 2024

Motion 24:08:02 Moved by Official Administrator McCormack to adopt the minutes from the Regular Council Meeting of July 17, 2024, as presented.

MOTION CARRIED

4. Public Hearing: None

5. Delegation/Presentation: None

6. Bylaws & Policies

7. Business

7.1.2024 Nomination & By-Election Dates

Motion 24:08:03 Moved by Official Administrator McCormack to appoint Melissa Beebe as the returning officer for the 2024 by-election.

MOTION CARRIED

Motion 24:08:04 Moved by Official Administrator McCormack to appoint Erin Weinzierl as the substitute/deputy returning officer for the 2024 by-election.

MOTION CARRIED

Motion 24:08:05 Moved by Official Administrator McCormack to set the nomination date of September 14, 2024, from 10:00 AM to 12:00 PM. Nominations will take place at the municipal office at #10, 19447 Hwy 12, County of Stettler.

MOTION CARRIED

Motion 24:08:06 Moved by Official Administrator McCormack to approve the by-election date to October 12, 2024, from 10:00 AM to 7:00 PM, at White Sands Multi-Plex.

Caveat: Dependent on the number of nominations received. If there are more than two accepted nominations, there will be an election on October 12, 2024, if there are two or fewer nominations received, there will be no requirement for the election to proceed.

MOTION CARRIED

Motion 24:08:07 Moved by Official Administrator McCormack to budget up to \$5,000.00 to pay for the by-election; funds to come from general reserves.

MOTION CARRIED

Motion 24:08:08 Moved by Official Administrator McCormack to proceed with a special ballot to augment the October 12, 2024, by-election.

MOTION CARRIED

7.2. Municipal Affairs LGFF Operating Grant

Motion 24:08:09 Moved by Official Administrator McCormack to approve signature of the LGFF operating grant agreement.

MOTION CARRIED

Motion 24:08:10 Moved by Official Administrator McCormack to approve the signature of the LGFF capital agreement.

MOTION CARRIED

8. Council Reports:

9. CAO Reports

- 2024 Capital Updates
 - Municipal Office Site Works budget \$40,000 (MSI). Skirting installation- \$6,400; Pilings installation - 16,000; Utilities connecting to existing (sewer, gas, water, power) awaiting proposals. Pilings will be installed in the second week of September.
 - Truck Box Gravel Sander, 1.5 Yard with installation, \$11,250 ordering unit
 - UTV/Mini Truck working, still working on, most are private sales and would require a cheque for payment. Looking at dealership options ongoing.
 - August 20, met with Engineers and Atco for Front Street Widening project. Road width from 4.5 m to 6 m of road section that is approximately 80 meters of road section to be completed. Engineering estimates received for: Option 1 minor grade change ~ \$127,000, Option 2 Retaining Wall ~ \$204,000. All options include utility lowering and relocation (gas, telephone, and Power pole reset). Approved Budget \$100,000 (CCBF unspent allocation amounts over six years \$105,717) Utility relocations will begin middle of September. Awaiting bids from four local contractors to complete the road work this fall.
 - Basketball Hoop installation will be completed this fall, 2024. Two Hoops purchased in 2023, and TOMKO will install one at 8 Front Street Park and the other will be installed at Jack's Pond to replace the old one that broke in the windstorm this summer.

- Shoreline Management Plan, the aquatic shoreline assessment and the wildlife sweep was completed on the weekend of July 22 by CPP Environmental/MPS. this will provide guidance for policy, bylaws, recreational leases along the lake front.
- Maintenance Updates
 - Beach Maintenance: extreme low water level has exposed debris items on the bed of the lake that are human caused and have been removed, water vegetation piles removal weekly, beach grass trimming, and some harrowing
 - Road Maintenance: vegetation management of road right of ways being completed. Mowing of municipal reserves, and right of ways, fire lanes, etc. is slowing down.
 - Beach Access 4 Washroom vandalism required repairs. Daily and weekly maintenance is ongoing with beach access washrooms #5 and Jack's Pond required sewage tanks to be emptied early. Beach access 7 and 8 gate and fence repairs completed.
 - licensing and permitting being completed to install a fuel tank for the shop.
 - Drainage culvert inspections and clean up to be completed this fall and inventory replacement requirements for 2025
 - Hall Maintenance to be completed: window screen replacements, pressure washing of outside of hall, and furnace venting requires cleaning.
- Development Permits to date: 14
- RV Permits to date: 88

Motion 24:08:11 Moved Official Administrator McCormack to receive the CAO Action List as presented.

MOTION CARRIED

Motion 24:08:12 Moved Official Administrator McCormack to receive the verbal CAO report as presented.

MOTION CARRIED

Motion 24:08:13 Moved Official Administrator McCormack to call a 5-minute recess at 10:03 AM.

MOTION CARRIED

Motion 24:08:14 Moved Official Administrator McCormack to call the meeting back to order at 10:09 AM.

MOTION CARRIED

10. Financial Reports:

- 10.1. **Council Revenue and Expenditures as July 31, 2024**
- 10.2. **Capital Revenue and Expenditures as of July 31, 2024**
- 10.3. **Council Cheque Listing as of July 31, 2024**
- 10.4. **2024 Tax Trial Balance Outstanding Taxes as of August 14, 2024**
- 10.5. **Bank Reconciliation as of July 31, 2024**

Motion 24:08:15 Moved by Official Administrator McCormack to receives 10.1 to 10.5 as presented.

MOTION CARRIED

11. Correspondence

- 11.1. 2024 CCBF Funding Letter
- 11.2. Councilor Huff and Waugh's Resignation Letters

- 11.3. Ministerial Order No. MSD:061/24 Letter of Appointment of Official Administrator
- 11.4. Stettler RCMP Municipal & Provincial Crime Statistics

Motion 24:08:16 Moved by Official Administrator McCormack to receive 11.1 to 11.4 as information.

MOTION CARRIED

12. In-Camera Session:

13. Adjournment

Motion 24:08:17 Moved by Official Administrator McCormack to adjourns the meeting at 10:20 AM.

MOTION CARRIED

Next Regular Council Meeting Date: September 18, 2024.

Public welcome to attend or stream/watch the video of the meeting on our YouTube channel.

Mayor

Chief Administrative Officer



Request For Decision

Agenda Item:

7.1 – OHV's and Golf Carts
Municipal Comparison
Information

Issue:

OHV's and Golf Cart use within the municipality

General:

July regular council meeting, council made resolution to table the use of OHVs and golf carts discussion to the September 18, 2024, regular council meeting and have administration research and bring back findings of other summer villages and similar municipalities' transportation bylaws.

Review:

As directed by council, Administration has researched the following:

Golf Carts:

Golf Cart Regulation, presently, the Traffic Safety Act prohibits the use of golf carts on any roadway in the province. On June 14, 2024, the Minister of Transportation and Economic Corridors passed the Pilot Project (Golf Carts) Regulation that "establishes a five-year pilot project to evaluate the use of golf carts on select highways within participating municipalities whose councils pass bylaws to authorize golf cart use on designated highways, and that are approved by the Registrar of Motor Vehicle Services." This act has an end date of a five (5) year.

Lacombe County was one of the first municipalities in the province to pass a Pilot Project (Golf Carts) Bylaw that permits County residents to operate golf carts on designated roadways in the County. The County bylaw stipulates (a) operation restrictions for golf carts; (b) operator responsibilities; (c) designated highways where golf carts are allowed; (d) permit requirements; (e) compliance and enforcement; and (f) offences and violation tickets. County residents are required to obtain a Lacombe County Golf Cart Permit prior to driving their golf carts on designated roadways specified in the bylaw within the County. The Bylaw also includes an expiration date, in relation to the Pilot Project (Golf Carts) regulation. The Bylaw contains clear information regarding the signage required, maps of the roadways that are accessible for their use, fees, insurance requirements, etc.

OHV's:

The Traffic Safety Act, Part 6 – Off-Highway Vehicles, sets out regulations for the use of OHV's. The act allows a council of a municipality may make a bylaw that are inconsistent with this act by setting maximum speed limits respecting the operation of OHV's with respect to property that is not a highway that is located within the municipality and to which members of the public

have access while operating OHV's. A municipality cannot charge any owner or driver of an off-highway vehicle any tax, fee, licence or permit for the use, possession or operation of an off-highway vehicle, the registration or numbering of off highway vehicles and cannot be contrary to or inconsistent with the act.

Summer Villages within Central Alberta have incorporated OHV's within their Traffic Bylaws in relation to the Traffic Safety Act conditions such as: restricted period of time for use in relation to noise, maximum speed, no OHV adjacent or alongside another OHV travelling in the same direction, no OHV can operate in any area marked by OHV prohibited Signs, helmets, Special Events, Municipal Operations use, insurance, registered, age as per act, etc.

Below is a spreadsheet of municipalities and how they have dealt with the OHV's and Golf Carts.

Municipality	Golf Cart Pilot Project Bylaw	Date Passed	Off Highway Vehicles (OHV) Bylaw	Date Passed	Transportation Bylaw (includes OHV)	Date Passed
Lacombe County	Bylaw No. 1418/24	July 11/24	Bylaw 1137/11	June 28/2012		
SV Parkland Beach					Bylaw No. 2022-07	Dec 19/22
SV Gull Lake	July 19/24 Resolution to draft a bylaw similar to Lacombe County				Bylaw No. 356/14, Amendment 356.1/18 OHV's added with conditions for operational use.	2018
SV Whispering Hills			Bylaw 89-06	June 2/06		
Sylvan Lake			Bylaw 1904-2024 (1st reading) allow for OHV operation in town during the winter-August 26/24			
SV Rochon Sands	Aug 13/24 resolution to draft a bylaw					
SV of Sylvan Lake: Sunbreaker Cove, Norgenwold, Birchcliff, Half Moon Bay	SV Councils are discussing, seeking review of costs associated with implementation of bylaw.				Bylaw No. 185-23 all have allowances with variating conditions such as: restrictions on hours, speed, dates, licensing, helmets, etc.	all passed in 2023
Town of Fox Creek			Bylaw 745-2014	Apr 13/15		
SV Parkland Beach	Aug 16/24 Council reviewed first draft of Bylaw 2024-03 and recommended some changes and seeking public comments.				Bylaw 2022-07, OHV is part of Traffic Bylaw with conditions of operational use.	Dec 19/22

Attached is the current Traffic Bylaw No. 6, passed in 1980, that deals with traffic within the community contains two components: speed limit of 50 km and traffic control devices. The posted municipal traffic signage speed limit in the municipality currently states the speed limit at 30 km.

Recommendation

Administration recommends council authorize drafting a new Traffic Bylaw that creates a better community balance within the current Alberta Traffic Safety Act and consistent enforcement objectives for the municipality that includes parking, traffic control devices, Off-Highway Vehicles, speed, restrictions, violations and penalties.

Alternatives:

1. Council may consider authorizing drafting of Pilot Project (Golf Carts) Bylaw similar to Lacombe County Pilot Project (Golf Carts) Bylaw.
2. Council may consider authorizing drafting a separate bylaw for Off Highway Vehicles.
3. Council may consider authorizing drafting a new updated Traffic Bylaw that does not include OHV's.

Author:

Melissa Beebe, CAO

THE SUMMER VILLAGE OF WHITE SANDS, ALBERTA

BY-LAW NO. 6

Being a by-law to prescribe speed restrictions and to authorize the Secretary-Treasurer the cause to be erected along the highway, signs indicating the speed limits so prescribed, and to determine the locations and arrange for the placing, erecting or marking of traffic control devices as are considered necessary for controlling highways subject to the direction, control and management of the council.

Whereas, THE HIGHWAY TRAFFIC ACT provides that the council of an urban area may, with respect to highways subject to its direction, control and management, by by-law, may

- (a) prescribe a maximum speed in excess of 50 kilometres an hour for all or part of a highway,
- (b) prescribe a maximum speed of less than 50 kilometres an hour for all or part of a highway, and
- (c) prescribe a minimum speed for all or any part of any highway designated in the by-law or prescribe different minimum speeds
 - (i) for daytime and night time;
 - (ii) for different periods of the year;
 - (iii) for different traffic lanes on the same highway.

THE HIGHWAY TRAFFIC ACT further provides that where speed limits are prescribed the council or person fixing the speed limit shall cause to be erected along the highway signs indicating the speed limits so prescribed; also, the council may authorize the placing, erecting or marking of traffic control devices at such locations as are considered necessary for controlling highways subject to its direction, control and management.

Therefore, the Municipal Administrator enacts as follows:

1. Speed Limits

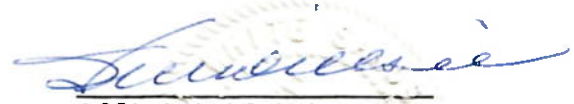
- (a) No person shall drive a motor vehicle within the summer village at a speed greater than 50 kilometres an hour on any part of a highway.
- (b) The Official Administrator delegates the power to The Secretary-Treasurer to fix speed limits at a maximum rate of speed of less than 50 kilometres on any part of a highway he considers necessary and to designate that rate by signs erected along the highway.
- (c) No person shall drive a motor vehicle at a rate of speed greater than the prescribed maximum rate of speed of less than 50 kilometres and hour as fixed by the Secretary-Treasurer.
- (d) No person shall drive a motor vehicle in an alley at a greater rate of speed than 20 kilometres an hour.

.....2/.....

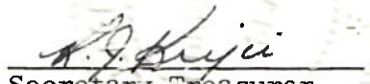
2. Traffic Control Devices

- (a) The power to prescribe where traffic control devices are to be located, including traffic control devices restricting the speed of vehicles, is delegated by the Official Administrator to the Secretary-Treasurer.
- (b) The prescribing of such locations by the Secretary-Treasurer shall be deemed to have been made by by-law.
- (c) The Secretary-Treasurer shall keep records of all such locations of traffic control devices which shall be open to public inspection during normal business hours of the Summer Village.

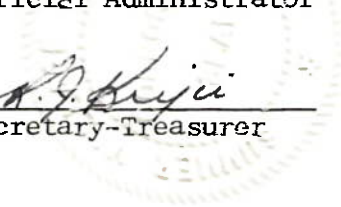
This by-law received three readings and was declared finally passed on March 12, 1980.



Official Administrator



Secretary-Treasurer





Province of Alberta

TRAFFIC SAFETY ACT

PILOT PROJECT (GOLF CARTS) REGULATION

Alberta Regulation 114/2024

Current as of June 14, 2024

Extract

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Note

All persons making use of this document are reminded that it has no legislative sanction. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

(no amdt)

ALBERTA REGULATION 114/2024
Traffic Safety Act
PILOT PROJECT (GOLF CARTS) REGULATION

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Definitions

1 In this Regulation,

- (a) "Act" means the *Traffic Safety Act*;
- (b) "designated highway" means a highway that has been designated by a participating municipality in accordance with this Regulation as a highway on which a person may operate a golf cart and includes a crossing location;

- (c) “golf cart” means a motor vehicle designed by a manufacturer primarily to transport golfers and golf equipment on golf courses;
- (d) “golf cart bylaw” means a bylaw made by a participating municipality under this Regulation respecting golf cart use on designated highways within that municipality;
- (e) “golf cart permit” means a written authorization in any form that
 - (i) is issued by a participating municipality, and
 - (ii) authorizes the operation of a golf cart on designated highways in the participating municipality;
- (f) “manufacturer” means a person engaged in the business of
 - (i) designing golf carts, and
 - (ii) building golf carts or producing kits to build golf carts;
- (g) “nighttime” means the period commencing one hour after sunset and ending one hour before the following sunrise;
- (h) “participating municipality” means a municipality with a golf cart bylaw in effect;
- (i) “subsisting” when used in relation to a golf cart permit or an approval of the Registrar means that, at the relevant time, the golf cart permit or the approval of the Registrar is current and has not expired nor been suspended or cancelled.

Application

2 This Regulation does not apply with respect to a golf cart that is a commercial vehicle unless the commercial vehicle is owned by a participating municipality and is operated by an employee of the participating municipality in the course of the employee’s employment.

Golf cart pilot project established

3 A project is established to evaluate the use of golf carts on highways.

Municipal bylaw

- 4(1)** In accordance with this section, if a municipality determines that it is advisable to participate in the project established in section 3, a municipality may make a bylaw respecting golf cart use on highways within the municipality.
- (2)** Notwithstanding section 16 of the Act, a golf cart bylaw must
- (a) designate highways on which a person may operate a golf cart,
 - (b) include the provisions required under section 6, and
 - (c) provide for a system of permits for golf carts that operate on designated highways.
- (3)** Notwithstanding section 16 of the Act, a golf cart bylaw may
- (a) designate or provide for the designation of highways on which a person may park a golf cart,
 - (b) include duties, obligations, prohibitions and requirements respecting golf carts that are equal to or greater than the duties, obligations, prohibitions and requirements in this Regulation,
 - (c) impose a fee for a golf cart permit,
 - (d) specify that a contravention of or a failure to comply with the golf cart bylaw is an offence, and
 - (e) prescribe or otherwise provide for penalties with respect to the contravention of the golf cart bylaw.
- (4)** Notwithstanding the limit related to the direction, control and management of highways in section 13 of the Act, a municipality may make a golf cart bylaw respecting golf carts on
- (a) a highway under the municipality's direction, control and management, and
 - (b) a provincial highway as defined in the *Highways Development and Protection Act* that is in the municipality.
- (5)** A municipality making a golf cart bylaw shall ensure that signs are erected in accordance with section 13 before the municipality's golf cart bylaw comes into force.
- (6)** A golf cart bylaw must come into force on a date that is on or after the date of the approval of the Registrar under section 8.

(7) A golf cart bylaw has no effect unless there is a subsisting approval by the Registrar under section 8.

(8) A golf cart bylaw must comply with this Regulation.

Use on low-speed highways only

5(1) Subject to subsection (2), when, in a golf cart bylaw, a municipality designates a highway on which a person may operate a golf cart, the municipality shall not designate a highway with a maximum speed limit higher than 50 km/h.

(2) In a golf cart bylaw, a municipality may designate a location where a golf cart operator may drive the golf cart across a highway that has a maximum speed limit higher than 50 km/h.

Registrar bylaw requirements

6(1) The Registrar may specify provisions that are required to be included in a golf cart bylaw.

(2) The Registrar shall publish the required provisions, if any, on the website of the Minister's Department.

Changes to Registrar bylaw requirements

7(1) The Registrar may add, remove and modify provisions that a municipality is required to include in a golf cart bylaw under section 6.

(2) If the Registrar has approved a golf cart bylaw, the Registrar shall notify the participating municipality in writing of the additions, removals or modifications under subsection (1).

Submission to and approval of Registrar

8(1) A municipality shall submit a golf cart bylaw made by the municipality to the Registrar for approval.

(2) With the golf cart bylaw, the municipality shall submit to the Registrar

- (a) a document that, in relation to highways designated for golf cart operation,
 - (i) explains why the highways were selected for designation in the golf cart bylaw, and
 - (ii) demonstrates consideration of
 - (A) collision statistics for the designated highways,

- (B) traffic volume for the designated highways, and
 - (C) whether the designated highways are primarily used for local or recreational traffic,
- and
- (b) any additional information or documents requested by the Registrar.
- (3) The Registrar may approve the golf cart bylaw if
- (a) the Registrar is satisfied with the golf cart bylaw and with the information and documents provided under subsection (2),
 - (b) the bylaw complies with this Regulation, and
 - (c) in the opinion of the Registrar, it is in the public interest to approve the golf cart bylaw.
- (4) The Registrar shall provide written notice to the municipality of the Registrar's decision to approve or not to approve the bylaw.

Exemptions

- 9(1)** Subject to subsection (3), if a golf cart has a subsisting golf cart permit issued under a golf cart bylaw that has a subsisting approval of the Registrar, a person operating the golf cart is exempt from
- (a) section 51 of the Act and all requirements related to operator's licences in the Act or the regulations under the Act,
 - (b) section 52 of the Act and all requirements related to registration in the Act or the regulations under the Act,
 - (c) section 53 of the Act and all requirements related to licence plates in the Act or the regulations under the Act,
 - (d) section 54 of the Act and all requirements related to insurance in the Act or the regulations under the Act,
 - (e) the *Operator Licensing and Vehicle Control Regulation* (AR 320/2002), except Part 5 of that Regulation,
 - (f) the *Vehicle Equipment Regulation* (AR 122/2009), and
 - (g) Division 13 of Part 1 of the *Use of Highway and Rules of the Road Regulation* (AR 304/2002).

- (2) Subject to subsection (3), if a golf cart
- (a) has a subsisting golf cart permit issued under a golf cart bylaw that has a subsisting approval of the Registrar, and
 - (b) does not have signalling devices, head lamps, stop lamps and hazard warning lamps that comply with the *Vehicle Equipment Regulation* (AR 122/2009),

a person operating the golf cart is exempt from all signalling, headlamp, stop lamp and hazard warning lamp requirements of the *Use of Highway and Rules of the Road Regulation* (AR 304/2002), including sections 9, 10, 11, 15(2), 24, 35, 49 and 88(2).

- (3) The exemptions in subsections (1) and (2) only apply if the golf cart is being operated
- (a) on a designated highway within the participating municipality that issued the golf cart permit for the golf cart,
 - (b) in compliance with this Regulation, and
 - (c) in compliance with the golf cart bylaw of the participating municipality that issued the golf cart permit.

Amendment or repeal of bylaw

- 10(1)** Subject to subsections (2) and (3), if a participating municipality amends a golf cart bylaw approved under section 8, the participating municipality shall submit the amendment to the Registrar for approval in accordance with section 8.
- (2) If an amendment to a golf cart bylaw by a participating municipality only removes the designation of a highway for golf cart operation or parking,
- (a) the participating municipality shall notify the Registrar of the amendment within 30 days of the amendment coming into force, and
 - (b) the approval of the Registrar is not required for the amendment.
- (3) If a participating municipality repeals the golf cart bylaw and does not replace it with a new golf cart bylaw,
- (a) the participating municipality shall notify the Registrar of the repeal within 30 days of the repeal, and
 - (b) the approval of the Registrar is not required for the repeal.

(4) If an approval of the Registrar is required for an amendment to a golf cart bylaw, the amendment to the golf cart bylaw has no effect unless approved by the Registrar in accordance with section 8.

**Amendment due to change
in Registrar requirements**

11(1) Subject to subsection (2), if

- (a) a participating municipality has a golf cart bylaw approved under section 8, and
- (b) under section 7, the Registrar adds or modifies the provisions that a municipality is required to include in a golf cart bylaw,

the participating municipality shall amend its golf cart bylaw to comply with the additional or modified requirements and submit the golf cart bylaw amendment to the Registrar for approval in accordance with section 8.

(2) If the change in the requirements of the Registrar only removes a provision that a participating municipality is required to include in its golf cart bylaw under section 7, subsection (1) does not apply.

(3) If an amendment to a golf cart bylaw is required under subsection (1), the amendment to the golf cart bylaw has no effect unless approved by the Registrar in accordance with section 8.

(4) If a participating municipality does not submit an amendment to its golf cart bylaw to the Registrar for approval within 60 days of a notice under section 7(2) of a change in provision requirements, the Registrar may suspend or cancel the Registrar's approval of the golf cart bylaw.

(5) Section 12(2) to (4) apply to a suspension and a cancellation under subsection (4).

**Suspension or cancellation of
Registrar's approval**

12(1) The Registrar may suspend or cancel the approval of a golf cart bylaw under section 8.

(2) The Registrar shall give notice in writing of the suspension or cancellation to the municipality.

(3) If the Registrar has suspended the approval of a golf cart bylaw, the Registrar may, on notice in writing to the participating municipality,

- (a) cancel the Registrar's approval of the bylaw, or
- (b) end the suspension.

(4) If the approval of the Registrar is suspended or cancelled, the golf cart bylaw has no effect and the municipality shall notify a person with a golf cart permit that the golf cart bylaw has no effect.

Sign requirement

13 A participating municipality shall erect signs at locations determined by the participating municipality indicating that there may be golf carts on highways in the participating municipality.

Prohibitions and obligations

14(1) A person shall not operate a golf cart on a highway except on a designated highway.

(2) A person shall not park a golf cart on a designated highway unless authorized by a golf cart bylaw.

(3) A person shall not operate a golf cart on a designated highway except in accordance with

- (a) this Regulation, and
- (b) a golf cart bylaw that has a subsisting approval of the Registrar under section 8.

(4) A person shall not operate a golf cart on a designated highway in a participating municipality unless there is a subsisting golf cart permit issued by the participating municipality in respect of the golf cart.

(5) A person who is less than 14 years old shall not operate a golf cart on a designated highway.

(6) A person shall not operate a golf cart on a designated highway during nighttime.

(7) A person shall not operate a golf cart on a designated highway if the number of passengers in the golf cart exceeds the number of passenger seats available.

(8) A person shall not use a golf cart to tow vehicles or equipment on a designated highway.

Turning or changing course or direction

15 A person shall not start, turn or change the course or direction of a golf cart or stop a golf cart on a designated highway, unless the person has determined that there is sufficient space to safely make the movement.

Maintenance and modifications

16(1) A person shall not operate a golf cart on a designated highway unless the person ensures that the golf cart is maintained in good working order and to the manufacturer's specifications.

(2) A person shall not operate a modified golf cart on a designated highway unless the modification is in accordance with the manufacturer's operator and service manuals.

Producing permits for peace officer

17(1) On the request of a peace officer, a person operating a golf cart shall produce to the peace officer for inspection the subsisting golf cart permit in respect of the golf cart.

(2) A peace officer shall not make a request under subsection (1) unless the peace officer has reasonable grounds to believe that the golf cart was operated on a designated highway.

Collision reports

18(1) Subject to subsection (2), if

- (a) a golf cart is involved in a collision on a highway, and
- (b) the golf cart has a subsisting golf cart permit from a participating municipality,

the golf cart operator shall provide a report of the collision forthwith to the participating municipality in the form and manner specified by the participating municipality.

(2) Subsection (1) does not apply if

- (a) no one is injured or dies as a result of the collision, and
- (b) there is no property damage caused by the collision.

(3) If the operator is incapable of making the report required by subsection (1) and there is a passenger of the golf cart capable of making the report, the passenger shall make the report forthwith.

(4) If a report has not been made under subsection (1) or (3) and the operator or passenger is not the owner of the golf cart, the

owner shall make the report forthwith after learning of the collision.

Collection of information

19(1) The Registrar may specify information that a participating municipality is required to collect respecting golf cart use on highways.

(2) The participating municipality shall collect the information and provide the information to the Registrar at the times and in the form and manner specified by the Registrar.

(3) If a municipality ceases to be a participating municipality, the obligation to provide information in subsection (2) continues in respect of information collected when the municipality was a participating municipality.

Repeal

20 This Regulation is made under section 18.1 of the Act and is subject to repeal under section 18.1(3) of the Act.



Request For Decision

Agenda Item:

7.2 – Canada Community Building Fund Memorandum of Agreement (CCBF)

Issue:

A new Memorandum of Agreement for the Canada Community Building Fund (CCBF) was received August 29, 2024, execution of this agreement is a condition to receive the municipality's 2024 CCBF allocation

General:

On July 23, 2024, the municipality received notification letter from the Minister of Municipal Affairs that the CCBF agreement was renewed to March 31, 2034. This funding partnership is to ensure local governments in Alberta can continue to make needed investments in local infrastructure.

The Minister confirmed that Alberta would receive \$265 million in funding in 2024 under the newly negotiated agreement in partnership between the province and the federal government.

Review:

CCBF Program Changes

A few changes have been made to the CCBF program that are important to highlight. First, the allocation formula that determines how CCBF funds are distributed among eligible local governments has been updated. Starting in 2024, all eligible local governments receive a base funding amount (\$50,000 for most communities; \$5,000 for summer villages), with the remaining federal funding distributed on a per capita basis. In the past, funding was distributed on a per capita basis with each community guaranteed a minimum of \$50,000 (although summer villages received a base funding amount). This change ensures local governments benefit from any increases to federal CCBF funding over the course of the administrative agreement.

Other program changes include annual reporting requirements on project outcomes in addition to expenditure and project status, a revised payment condition that requires financial reporting to be certified prior to payment of CCBF funding, a federal requirement for local governments to maintain a distinct bank account for CCBF funding, and the introduction of CCBF spending restrictions for local governments with infrastructure management challenges, in alignment with the restrictions under the Local Government Fiscal Framework program.

Recommendation

1. Administration recommends council approve signing the Memorandum of Agreement for the Canada Community Building Fund (CCBF).

Alternatives:

Author:

Melissa Beebe, CAO

CANADA COMMUNITY-BUILDING FUND

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the “**Minister**”)

AND

THE SUMMER VILLAGE OF WHITE SANDS in the Province of Alberta
(hereinafter called the “**Local Government**”)

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

WHEREAS the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities (“**Canada**”) and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund (“**CCBF**”) program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

WHEREAS Canada and the Minister wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

WHEREAS under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified,
THE PARTIES AGREE AS FOLLOWS:

A. Definitions

1. In this Agreement,

- (a) “**Administrative Agreement**” means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
- (b) “**Agreement**” means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (c) “**Application**” has the meaning ascribed to such term in the Program Guidelines.
- (d) “**Canada Community-Building Fund**” (**CCBF**) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

- (e) **“CCBF Funding”** means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) **“Contract”** means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) **“Credit Items”** has the meaning ascribed to such term in the Program Guidelines.
- (h) **“Eligible Expenditures”** means those expenditures described as eligible in the Program Guidelines.
- (i) **“Eligible Projects”** means projects as described in the Program Guidelines.
- (j) **“Funding”** means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) **“Housing Needs Assessment”** means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (l) **“Previous Agreements”** means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) **“Program Guidelines”** means, unless the context requires otherwise, the *Canada Community-Building Fund Program Guidelines* or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **“Third Party”** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) **“Unspent Funds”** means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

B. Funding

2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
 - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
 - (b) the Minister’s receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
 - (c) receipt by the Province of CCBF Funding from Canada;
 - (d) Alberta Treasury Board approval of cash-flow and funds;

- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

C. Local Government Responsibilities

3. The Local Government will:

- (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
- (b) Provide the Minister with annual financial statements;
- (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
- (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
- (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
- (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
- (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
- (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making;
- (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
- (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
- (k) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project;

- (l) Allow the Minister reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
- (m) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to the Minister. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of the Administrative Agreement;
- (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.

4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,
 all criteria, items, terms and conditions contained in the Program Guidelines.
5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

D. Termination of Agreement

8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
 - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
 - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

E. Debt to the Crown

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

F. Repayment of Funding

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

G. Local Government Indemnity and Insurance

11. The Local Government will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to the Funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funding or an Eligible Project.
12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

H. Independent Status

14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

I. Conflicts

16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
17. The Local Government will ensure that the Local Government and its officers, employees and agents:
 - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
 - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

J. Freedom of Information and Protection of Privacy

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta)* (“**FOIP**”). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

K. General Provisions

19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
 - (a) Local Government Responsibilities – Clauses 3 to 7;
 - (b) Termination of Agreement – Clause 8;
 - (c) Repayment of Funding – Clause 10;
 - (d) Local Government Indemnity – Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy – Clause 18; and
- (f) Entire Agreement – Clause 21.

23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: ma.ccbfgrants@gov.ab.ca

Local Government:

Summer Village of White Sands
PO Box 119
Stettler, AB T0C 2L0
Attention: Chief Administrative Officer
Email: cao@whitesandsab.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
28. This Agreement is binding upon the Parties and their successors.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
33. Time is of the essence in this Agreement.

This space left intentionally blank.

34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

Per: 
Name: Ric McIver
Title: Minister of Municipal Affairs
Date: August 26, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:

Name of signatory:

Title:

Date:



Request For Decision

Agenda Item:

7.3 Natural Gas Distribution System Franchise Agreement

Issue:

The municipalities existing Utilities Franchise Agreement has expired, and Apex Utilities would like to renew the franchise agreement

General:

The municipality passed Bylaw 114-07 authorizing the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. (Now Apex Utilities) the right to provide natural gas distribution service within the Summer Village of White Sands. Apex would like to renew the Franchise Agreement.

Review:

The municipal council has maintained a 0% franchise fee annually since the inception of the contract that was for a term of 10 years.

Attached is a templated Natural Gas Franchise Agreement which requires the following decisions:

1. Term of agreement - minimum renewal can be 10 years, and the max is 20 years, as outlined in Section 2, Term is where the length of the agreement is set, consider when you would like the agreement to start, keeping in mind for the publishing of the Notice and Commission approval process.
2. Section 5, Franchise Fee is the section where the franchise fee can be set to whatever percentage 0% to a max of 35%.

Administration has compared the existing bylaw to the template Apex provided, and found there are no differences noted.

Attached is a copy of the documents provided by Apex for the renewal process.

Recommendation

1. Administration recommends council authorize the term length of the Natural Gas Distribution System Franchise Agreement to be 10 years as per the previous agreement term from 2008.
2. Administration recommends council authorize maintaining the current franchise fee percentage of 0%.
3. Administration recommends council approve authorization to sign the agreement.

Alternatives:

1. Council may consider tabling all or part of the recommendations to the October Regular Council Meeting.
2. Council may consider directing administration to draft a new bylaw.

Author:

Melissa Beebe, CAO

BYLAW 114-07

A Bylaw of the Summer Village of White Sands, in the Province of Alberta, to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. the right to provide natural gas distribution service within the Summer Village of White Sands.

Whereas pursuant to the provisions of the *Municipal Government Act* S.A. 2000 c. M-26, as amended (the Act), the Summer Village of White Sands desires to grant and AltaGas Utilities Inc. desires to obtain, an exclusive franchise to provide natural gas distribution service with the Summer Village of White Sands for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;


Whereas the Council of the Summer Village of White Sands and AltaGas Utilities Inc. have agreed to enter into a Natural Gas Distribution System Franchise Agreement, in the form annexed hereto;

Whereas it is deemed that the Natural Gas Distribution System Franchise Agreement would be to the general benefit of the consumers within the Summer Village of White Sands.

NOW THEREFORE the Council of the Summer Village of White Sands enacts as follows:

1. That the Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Summer Village of White Sands, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Summer Village of White Sands.
2. That the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of this bylaw.
3. That the Council consents to the exercise by AltaGas Utilities Inc. within the Summer Village of White Sands of any of the powers given to AltaGas Utilities Inc. by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
4. That this bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Energy and Utilities Board and upon being given third and final reading.

Read a first time this 9th day of November, 2007.




Mayor



Chief Administrative Officer

Read a second time this 13th day of June, 2008.

Read a third time and passed this 13th day of June, 2008.



Mayor



Chief Administrative Officer

August 29, 2024

S.V. of White Sands
PO Box 119
Stettler, AB T0C 2L0

Dear Mayor Thurston and Council,

Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF

As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the S.V. of White Sands and Apex Utilities Inc., this correspondence serves to fulfill the Company’s obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Summer Village with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2024. Failing notification, the current franchise fee percentage of **0%** will remain unchanged.

	2023 Actuals	2025 Estimates
Delivery Revenues (Rate 1, 11, 2 & 12)	\$172,210.03	\$184,264.73
Delivery Revenues (Rate 3 & 13)	<u>\$0</u>	<u>\$0</u>
Total Delivery Revenues	<u>\$172,210.03</u>	<u>\$184,264.73</u>
2023 Actual Franchise	\$0.00	
2025 Estimated Franchise Fee		\$0.00

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

Apex Utilities Inc.



Irv Richelhoff
Supervisor Business Development

August 27, 2024

Summer Village of White Sands
PO Box 119
Stettler, AB T0C 2L0

Mayor & Council,

RE: Renewal of Natural Gas Distribution System Franchise Agreement

Apex Utilities Inc. (AUI) presently has the privilege of holding the natural gas franchise for the Summer Village of White Sands pursuant to an agreement effective May 2008. The term of this agreement is for a period of ten (10) years and has expired. The existing agreement between the Summer Village of White Sands and AUI utilized a gas franchise template negotiated between AUI, ATCO Gas (AG) and the Alberta Urban Municipalities Association (AUMA) which was approved by the Alberta Energy and Utilities Board in September of 2003.

As you are aware, at the request of the AUMA, the three parties mentioned above (AUI, AG and AUMA) renegotiated a new standard natural gas franchise agreement template. AUI would like to take this opportunity to initiate the renewal process with the Summer Village of White Sands and invite Council to consider utilizing the template.

The new franchise agreement template was approved by the Alberta Utilities Commission, March 20, 2015 in **Decision 20069-D01-2015**. Please find attached for your review:

- A copy of the current franchise agreement.
- A copy of the new AUMA template.
- A summary of the differences between the current agreement and new AUMA template.
- Summary of the Renewal Process.

In the interim, if you have any questions or concerns, please contact Irv Richelhoff at 780-980-7305 or, Mark Filteau at 780-980-6772 or by email at businessdevelopment@apexutilities.ca.

Sincerely,



Irv Richelhoff
Supervisor, Business Development

Natural Gas Distribution System Franchise Agreement - Renewal Process

As the Alberta Utilities Commission (“AUC”) has approved **Rule 029 Applications for the Municipal Franchise Agreements and Associated Franchise Fee Rate Riders**, April 1, 2015, Apex Utilities (“AUI”) provides the following steps as a useful guide in the franchise renewal application process. If you have any questions or concerns as we move through the application process please do not hesitate to contact the undersigned directly.

1. AUI provides the municipality with:

- A copy of the current franchise agreement.
- A copy of the AUC approved gas franchise agreement template.
- A summary of the differences between the municipality’s current agreement and the new template.
- A document outlining the steps to the renewal process.

2. AUI may provide additional documents if requested:

- Copy of the Franchise Fee Revenue for 5 years.
- Sample of the by-law given for first reading.

3. Following, at minimum, the first reading given to the bylaw, the following information is needed by AUI to continue with the renewal process:

- Information regarding the newspaper with the largest circulation in the municipal area, what day of the week it is published and its phone number.
- Name and contact information of the Municipal Contact for the Notice of Application to be published in the newspaper provided above.
- Copy of the by-law given first reading.
- A copy of the finalized Agreement. (initialled but not necessarily signed)

4. Application Notice:

- AUI will calculate the effect of the proposed franchise fee chosen by the Municipality on a typical residential customer.
- AUI will create and publish the Notice of Application in the newspaper provided by the municipality.

5. Objections:

- Both AUI and the municipality must record any written objections to the proposed franchise agreement. As per Rule 029 a copy of all written objections and the corresponding correspondence must be filed with the application to the AUC.

6. Submission

- If no objections are received, or if objections are received and satisfied, AUI will electronically submit the application to the AUC.

7. The AUC will:

- Issue an order authorizing the Franchise Agreement is for the public convenience and properly conserves the public interest.
- Indicate via email that they have approved the Franchise Agreement.

8. AUI will notify the municipality of the decision, sign and seal two Franchise Agreements, and send them back to the municipality for execution.

9. The municipality, once notified of the AUC's Decision, can proceed to:

- Give second and third reading to the by-law, if not already completed.
- Sign and seal two (2) Franchise Agreements provided by AUI.
- Send one (1) copy of the certified bylaw and one (1) fully executed Franchise Agreement to AUI.

If you have any questions, or require clarification of anything presented above, please don't hesitate to contact Irv Richelhoff at (780) 980-7305 or by email at irichelh@apexutilities.ca or Mark Filteau at (780) 980-6772 or email at mfilteau@apexutilities.ca.

Sincerely,

APEX UTILITIES INC.



Irv Richelhoff
Supervisor, Business Development

- The Municipal Office site piling foundations installation and leveling were completed September 6. Site Contractors will be more noticeable at 8 Front Street, as final preparations for office placement nears. The underground utility contract was awarded to Action Plumbing and will begin work the week of September 16th. All contractor arrangements have been finalized to complete skirting, entrance access and ramps, electrical and final tie in of utility services. All inspections will be scheduled for each phase of completion.
- Municipal By-Election notifications of nomination day and election day were sent out through Canada Post on August 21, 2024, to the 406 municipal property owners. A newsletter was emailed out on August 29th with election details such as: nomination day, nomination package information, election day, special ballot information, etc. The newsletter list comprises of 301 resident contacts. All information is also available on the municipal website.
- Nomination Day is Saturday, September 14, 2024, from 10am to Noon at the Municipal Office location. Unofficial results will be posted on the Municipal Website after nomination closes and Municipal Affairs election database will be updated.
- Special Ballots pre-registration began August 21 and closes on September 26 at 4:00 pm. As of September 11, we have four (4) registered for special ballots.
- Municipal Hall maintenance completed by staff are as follows: Kitchen ceiling water damage repaired, hall storage shed locks required repair as both have been broken at different times this month, as notified by the Hall Society.
- Road maintenance email concern regarding potholes received September 3, Grading was scheduled for September 4, to allow maintenance staff time to remove the speed bumps prior to the grading that was completed per schedule.
- August 29 received a written development request for Variance to the Land Use Bylaw. Discussed with applicant and Contracted Development Officer to schedule some dates to present to Municipal Planning Committee members once quorum is established and committee appointments completed.
- Staffing: The two (2) Summer Students returned to school the third week of August. Staffing level review is currently being completed to review maintenance requirements and staffing moving forward based on approved budget, end of summer season, and maintenance requirements and will be adjusted accordingly.
- Long weekend after hour call out was received requesting Beach Access Gate opening to be able to remove boat lift and docks from lake. Currently beach access gates are closed from spring to fall and open during the winter season and residents are to call the office to schedule getting gates opened. Currently there is no policy in place and should be discussed or considered.
- August 30, Maintenance staff completed all the Hall Society's written request for picnic tables and garbage receptacles to be collected, moved and set up outside the Municipal Hall for the event being held on August 31. Removal of items was completed on September 3.

- Administration is reviewing copier/printer contract as part of 2025 Budget.
- September 9, property owner called to discuss emergency response invoice that was received. Information was provided in relation to Fire Bylaw no. 202-24, Regional Fire Service Agreement, and 911 response operating protocol for carbon monoxide alarm response units.
- Maintenance staff are continuing with road way vegetation management as the season closes.
- The municipality has received two encroachment agreement requests. One was completed on September 5, 2024, the other is in progress.
- Development Permits this year to date: 15, this is on par with last year.
- RV Permits to date: 90, (50% are for temporary RVs, 50% are paid annual permits) The municipality cannot provide adequate numbers compared to last year, as this is the first year in house and not contracted. This was completed in-house due to complaints received last fall.

Motion #	Motion	Status	Completed Date	Notes
23:09:14	Moved by Mayor Thurston to have administration provide a request letter to County of Stettler for an ICC meeting to discuss the Red Willow Lagoon funding options involving Summer Village participating in repair, maintenance, and upkeep in the lagoon to allow White Sands Access for Sewage Dumping from the municipality.	Ongoing		
24:07:03	Moved by Councilor Waugh to have administration send a letter to the County of Stettler to initiate a meeting regarding repairs, upgrades, and sharing the boat launch at Summer Village of White Sands.	Ongoing		no quorum - will be brought back once quorum is restored.
24:07:08	Moved by Council Waugh to table the use of OHVs and golf carts discussion to the September 18, 2024, regular council meeting and have administration research and bring back findings of other summer villages and similar municipalities' transportation bylaws.	Done	18-Sep-24	
24:07:10	Moved by Mayor Thurston bring back Council Remuneration XI Policy for council to review 3.4 and bring back to August 21, 2024, regular council meeting.	Ongoing		no quorum - will be brought back once quorum is restored.
24:08:09	Moved by Official Administrator McCormack to approve signature of the LGFF operating grant agreement.	Done	Aug 26/24	
24:08:10	Moved by Official Administrator McCormack to approve the signature of the LGFF capital agreement.	Done	Aug 26/24	



SUMMER VILLAGE OF WHITE SANDS

For the Period Ending August 31, 2024

For the month of

General Ledger	Description	2024 Budget	2024 Actual	2024 % Variance
*	General Administration	(34,510.00)	(3,381.00)	9.80
*	Protective Services	(825.00)	0.00	0.00
*	Transportation	0.00	0.00	0.00
*	Water	0.00	0.00	0.00
*	Planning & Development	(32,580.00)	(29,885.90)	91.73
*	Recreation & Parks	(12,300.00)	(62,818.00)	510.72
*	Taxes & Penalties	(899,072.00)	(912,264.91)	101.47
*	Other Revenue	(5,908.00)	0.00	0.00
**	TOTAL REVENUE	(985,195.00)	(1,008,349.81)	102.35
*	Council & Legislative	16,885.00	7,461.52	44.19
*	General Administration	243,088.00	152,764.66	62.84
*	Policing	16,010.00	8,852.25	55.29
*	Fire Fighting & Preventive	51,010.00	1,202.78	2.36
*	Disaster Services	9,900.00	0.00	0.00
*	Bylaw Enforcement	800.00	2,744.80	343.10
*	Transportation	122,370.00	120,026.68	98.09
*	Water Department	5,615.00	2,870.95	51.13
*	Landfill & Recycling	26,955.00	12,210.00	45.30
*	Planning & Development	33,265.00	11,767.61	35.38
*	Park & Recreation	77,760.00	57,915.03	74.48
*	Culture	14,008.00	18,004.96	128.53
*	Contingency	0.00	0.00	0.00
*	Requistitions	367,529.00	189,927.57	51.68
**	TOTAL EXPENSES	985,195.00	585,748.81	59.46
***	(SURPLUS)/DEFICIT-Before Amort	0.00	(422,601.00)	0.00

*** End of Report ***



SUMMER VILLAGE OF WHITE SANDS

For the Period Ending August 31, 2024

For the Month of

General Ledger	Description	2024 YTD Budget	2024 YTD Actual	2024 YTD \$ Variance
Capital Revenue				
5-12-00-00-00-840	Admin - Provincial Grant	(118,000.00)	0.00	(118,000.00)
5-31-00-00-00-840	Common Services - Provincial Grant	(15,333.36)	0.00	(15,333.36)
5-32-00-00-00-830	Trans - Federal Grant	(40,000.00)	0.00	(40,000.00)
5-32-00-00-00-840	Trans - Provincial Grant	(36,666.64)	0.00	(36,666.64)
5-32-99-91-00-920	Trans - Drawn from Capital Reserve	(2,000.00)	0.00	(2,000.00)
5-37-00-00-01-840	Drainage - Provincial Grant	(26,666.64)	0.00	(26,666.64)
5-41-00-00-00-840	Water - Provincial Grant	(8,666.64)	0.00	(8,666.64)
5-61-00-00-00-840	Planning & Dev - Provincial Grants	(26,666.64)	0.00	(26,666.64)
5-72-00-00-00-830	Parks & Rec - Federal Grant	(6,000.00)	0.00	(6,000.00)
5-72-99-91-00-920	Parks & Rec - Drawn fr. Cap. Reserves	(6,000.00)	0.00	(6,000.00)
5-74-00-00-00-840	Culture - Provincial Grant	(66,666.66)	0.00	(66,666.66)
5-74-99-91-00-920	Culture - Drawn fr. Reserves	(4,000.00)	0.00	(4,000.00)
*	TOTAL CAPITAL REVENUE	(356,666.58)	0.00	(356,666.58)
Capital Expenditure				
6-12-00-00-20-620	Admin - Office Project	118,000.00	3,246.86	114,753.14
6-31-00-00-21-620	Common Services - Signage	2,000.00	2,543.35	(543.35)
6-31-00-00-50-650	Common Services - Vehicle	6,666.64	0.00	6,666.64
6-31-00-00-51-650	Common Services - Sander	8,666.64	0.00	8,666.64
6-32-00-00-11-610	Trans - Dust Control	10,000.00	0.00	10,000.00
6-32-00-00-13-610	Trans - Road Widening	66,666.66	3,507.02	63,159.64
6-37-00-00-10-610	Drainage - Project 1	26,666.64	0.00	26,666.64
6-41-00-00-00-610	Water - Phase6/7	8,666.64	0.00	8,666.64
6-61-00-00-00-239	Planning & Dev - Shoreline Mngt Plan	26,666.64	1,510.00	25,156.64
6-72-00-00-24-620	Parks & Rec - Project 1	6,000.00	0.00	6,000.00
6-72-00-00-29-660	Parks & Rec - Vegetation Mgt.	3,333.36	0.00	3,333.36
6-72-00-00-30-660	Parks & Rec - Trees	2,666.64	0.00	2,666.64
6-74-00-00-20-620	Culture - Community Hall	4,000.00	0.00	4,000.00
*	TOTAL CAPITAL EXPENDITURE	289,999.86	10,807.23	279,192.63
**	SURPLUS/(DEFICIT)	(66,666.72)	10,807.23	(77,473.95)

*** End of Report ***

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
for the period of August 31, 2024**

Net Balance at End of Previous Month	\$ 1,235,947.90
ADD: General Receipts	101,544.62
Interest Earned	3,638.97
Investments Matured	<u>0.00</u>
SUBTOTAL	1,341,131.49
LESS: General Disbursements	65,075.20
Investments	0.00
Returned Cheques	0.00
Bank and Credit Card Fees	<u>72.64</u>
SUBTOTAL	<u>65,147.84</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u><u>\$ 1,275,983.65</u></u>
Balance at End of Month - Money Market	1,024,249.35
Balance at End of Month - General Bank	244,820.97
ADD: Outstanding Deposits	6,923.13
LESS: Outstanding Cheques	<u>9.80</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u><u>\$ 1,275,983.65</u></u>
INVESTMENTS:	
TD Canada Trust Investment GIC Maturing October 3, 2024 @ 4.96%	<u>300,000.00</u>
SUBTOTAL	<u>300,000.00</u>
TOTAL CASH ON HAND AND ON DEPOSIT	\$ 1,575,983.65
RESTRICTED GRANT FUNDS:	
Unearned MSI Grants	411,432.04
Unearned CCBC Grants	<u>80,807.15</u>
SUBTOTAL	<u>492,239.19</u>
TOTAL OPERATING FUNDS	\$ 1,083,744.46

MAYOR

CHIEF ADMINISTRATIVE OFFICER

From: [MSI Capital Grants](#)
To: [CAO](#)
Subject: Unspent 2019 Municipal Sustainability Initiative (MSI) Capital Funding
Date: August 22, 2024 2:04:05 PM

Dear Ms. Beebe,

As you are aware from my previous correspondence, Municipal Affairs implemented strict enforcement of time limits to spend MSI capital funds. This means that local governments must spend these funds within 5 years after the year in which funding was allocated.

In 2023, your municipality reported sufficient MSI capital expenditures to fully account for funding allocated and accumulated in credit items in 2018 and prior years. However, these expenditures are insufficient to fully account for funding from the 2019 program year.

Please note that in 2024, the Summer Village of White Sands must spend a minimum of \$90,569 in MSI capital funding to avoid repayment and/or forfeiture of these funds.

If you require additional information, please contact a MSI grant advisor toll-free by first dialing 310-0000, then 780-422-7125.

Sincerely,

Susan McFarlane
Director, Grant Program Delivery

Classification: Protected A

ASVA 66th Conference Agenda - Navigating The Challenges Together - 2024

THURSDAY OCTOBER 17, 2024			
7:00	REGISTRATION & BREAKFAST - Bison Meadows Room		
8:00	Welcome Delegates & Opening Remarks	ASVA	Mike Pashak, ASVA President
8:10	Golf Cart Pilot Project Update & SV of Whispering Hills' Experience with the Golf Cart Pilot Project	Alberta Transportation & Economic Corridors & SV of Whispering Hills	Pamela Sooley & Mayor Curtis Schoepp
8:40	TITLE SPONSOR - INTRODUCTION OF NEXT SPEAKER (TBD)	ABmunis	TBD
8:40	Summer Villages - Grant Funding Availability	A/C (Alberta Counsel)	Klay Dyer, Funding Associate
9:10	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
9:10	Summer Villages FireSmart Workshop Zone 1, 2, 3, Nothing Combustible	Parkland County	Kyle Sherman FireSmart Coordinator/Lieutenant
9:40	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
9:40	Enhanced Policing Services & Kids Card Program (Tentative Presentation)	Wetaskiwin RCMP	Inspector - Wetaskiwin RCMP
10:10	COFFEE BREAK & TRADESHOW - Emerald Hills Room		
10:30	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
10:30	Shoreline Modifications/Stabilizations, Erosion Protection, What's allowed, What's Not	Alberta Environment and Protected Areas	Gerry Haekel, Land Management & Conservation Branch, Lands Division
10:55	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
10:55	Fostering A Climate Respect for Summer Villages, Mayors Council Dealing with Difficult People, Threats, & Managing Expectations	Brownlee LLP	Alifeyah Gulamhusein, Partner
11:25	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
11:25	Priorities of the Minister of Municipal Affairs	Municipal Affairs	Minister of Municipal Affairs, Ric McIver
12:05	LUNCH - Bison Meadows Room & TRADESHOW- Emerald Hills Room		
1:05	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
1:05	Impacts of Drought on Lake Water Quality	Alberta Environment and Protected Areas	Brandon Leask, Senior Water Administration Engineer
1:35	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President

1:35	Importance of Reserves in Summer Villages (Tentative Topic Name)	SV of Sundance Beach	June Boyda, CAO
2:00	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
2:00	Estate Planning for Your Cottage	Patriot Law	Michelle Gallagher, KC & Edward Gallagher
2:25	COFFEE BREAK & TRADESHOW- Emerald Hills Room		
2:40	INTRODUCTION OF NEXT SESSION		Mike Pashak, ASVA President
2:40	Table Topics - MAP Review, Working Wells Presentation, Burning Brush - Best Practices	ASVA Board Members & Delegates	ASVA Board Members
3:20	INTRODUCTION ONLY OF NEXT SPEAKER		Brian Waterhouse, ASVA Vice President
3:20	New Municipal Census Regulation	Municipal Affairs	Keesa Elicksen, Director, Engagement and Information Services
3:40	5 Minute Break Before AGM		Mike Pashak, ASVA President
3:45	AGM MEETING - Bison Meadows Room		
6:00	COCKTAILS - Bison Meadows Room		
6:30	BANQUET - AWARDS - SILENT AUCTION - ENTERTAINMENT - Bison Meadows Room		
Friday, October 18, 2024			
8:00	REGISTRATION & BREAKFAST - Bison Meadows Room		
9:00	WELCOME BACK MEMBERS - ASVA Update	ASVA	Mike Pashak, ASVA President
9:20	Asset Management	ABmunis	Robert Hayder
9:45	INTRODUCTION OF NEXT SPEAKER		Mike Pashak, ASVA President
9:45	Understanding Municipal Audits: An Auditor's Perspective	Seniuk and Company, CPAs	Laura Marcato, CPA, CA Engagement Partner – Corporate and Assurance Services, Not-For-Profit and Public Sector Firm Leader
10:10	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
10:10	PANELIST DISCUSSION ATB - Phishing, Business Email Compromise and Cheque Fraud in Summer Villages ACSI - Cybersecurity Risks and Incident Response Planning (Tentative Title) Town of Didsbury - Experience of Being Cyberhacked	ATB Financial ACSI Town of Didsbury	Aisha Kitchlew, Fraud Team David Chernitzky, CEO and Co-Founder of Armour Cybersecurity Mayor Rhonda Hunter
11:10	10 Minute Break		
11:20	INTRODUCTION ONLY OF NEXT SPEAKER		Mike Pashak, ASVA President
11:20	Identification, Prevention and Mitigation of Invasive Species -(Tentative Presentation)	Government of Alberta	Speaker to be Confirmed
11:50	CONFERENCE CLOSING REMARKS		Mike Pashak, ASVA President



August 9, 2024

AR115836

Subject: 2025 Fire Services Training Program Grant

Dear Chief Elected Officials:

It is my pleasure to announce that Municipal Affairs is providing \$500,000 in grant funding for the 2025 Fire Services Training Program. This government recognizes the important work of fire services, and that public safety is always a priority. While Municipal Affairs respects that fire services are a municipal responsibility, we also recognize that a strong provincial-municipal partnership is key to keeping Albertans safe.

This grant provides supplemental funding supports to assist Alberta communities in ensuring their local fire services are adequately trained to respond to identified community risks. Courses approved for delivery under this grant will align with the following key outcomes:

- public safety is preserved in Alberta;
- community risk is effectively managed by local authorities; and
- firefighters are able to receive training in alignment with best practices.

Grant information, along with grant guidelines and application form are available at www.alberta.ca/fire-services-training-grant. Please forward this information to your chief administrative officers and fire chiefs, so they may complete the application form. Collaboration involving multiple municipalities is permitted, but not required.

If you have any questions regarding the grant applications or the program guidelines, feel free to contact Municipal Affairs at 1-866-421-6929 or firecomm@gov.ab.ca.

This grant program will assist fire departments across the province be prepared with the knowledge and skills to protect their communities. I look forward to reviewing your 2025 Fire Services Training Program submissions.

Sincerely,

A handwritten signature in blue ink that reads "Ric McIver".

Ric McIver
Minister

