



**Village of Innisfree
Regular Council Meeting
July 18, 2023 @ 5:00 p.m.
Village of Innisfree Council Chambers**

- 1. Call to Order**
- 2. Agenda**
 - a. Deletions/Additions
 - b. Adoption of Agenda
- 3. Delegation**
- 4. Adoption of Minutes**
 - a. June 20, 2023, Regular Council Meeting Minutes
 - b. June 28, 2023, Special Council Meeting Minutes
- 5. Business Arising from the Minutes**
 - a.
- 6. Policies & Bylaws**
 - a. Amending LUB – Bylaw 685-23 – Proposal to Table Public Hearing
 - b. Unsightly Premises Bylaw 686-23 – Bylaw Amendments
- 7. New Business**
 - a. Amendment to Signing Authorities - RFD
 - b. Amendment to THRSWMA Agreement - RFD
 - c. Rec Park Mower Purchase - RFD
- 8. Councillor Reports**
 - a. **Alberta Municipalities' Spring Caucus** – Jun.21 – Clr. D. McMann
 - b. **Alberta HUB** – Jun.22 - Clr. D. McMann
- 9. Administration Reports**
 - a. Reports:
 - i. Interim CAO Report – Period Ending July 18,2023
 - ii. Interim CAO Action List
 - iii. Interim CAO Municipal Grants Report
 - b. Financials:
 - i. Monthly Bank Reconciliation Statement – Period Ending May 31, 2023
 - ii. Monthly Bank Reconciliation Statement – Period Ending June 30, 2023 – *Tabled to August*
 - iii. Revenue & Expense (with comments) – May 31, 2023
Revenue & Expense (with comments) – June 30, 2023

- c. Public Works Foreman Report – (Tabled due to July 13th Event)
- d. Regional Fire Chief Report (To Be Emailed Separately)
- e. Rec Park Manager Report (June 2023)

10. Correspondence

- a. ACE - 2022 Financial Statement
- b. *Alberta Municipal Affairs* – 2023 Grant Funding Letter
- c. *Alberta Municipal Affairs* – 2023 Community Partnership Grant Program Launched

11. Closed Session

- a. Personnel / Legal / Land
 - i. FOIPP Section 25 – Land for sale
 - ii. FOIPP Section 16 & 17 – Interim CAO Contract & Interim Administrative Officer Agreement

12. Adjournment

VILLAGE OF INNISFREE

REGULAR COUNCIL MEETING MINUTES of June 20, 2023

A REGULAR meeting of the Council of the Village of Innisfree was held in the Council Chambers of the Innisfree Village Office, Innisfree, Alberta on Tuesday, June 20, 2023.

CALL TO ORDER

Mayor Raycraft called the meeting to order at 5:00 PM.

PRESENT

Attendance in-person

Mayor E. Raycraft

Councillor J. Johnson

Councillor D. McMann

Terri Wiebe, Interim Chief Administrative Officer

*APPROVAL OF
AGENDA*

2023-06-20/01

Moved by Clr. Johnson that the agenda be approved with one addition under New Business: 7.f – Letter from Prairie Bank of Commerce

CARRIED

*MAY 16, 2023,
REGULAR COUNCIL
MEETING MINUTES*

2023-06-20/02

Moved by Clr. McMann that the May 16, 2023, Regular Council Meeting minutes be approved as presented.

CARRIED

*MAY 31, 2023,
SPECIAL COUNCIL
MEETING MINUTES*

2023-06-20/03

Moved by Clr. Johnson that the May 31, 2023, Special Council Meeting minutes be approved as presented.

CARRIED

*UTILITIES
Amendment BYLAW
684-23*

2023-06-20/04

Moved by Clr. Johnson that Utilities Amendment Bylaw 684-23 receive SECOND reading amended to remove the Regional Landfill Remediation fee.

CARRIED

*UTILITIES
Amendment BYLAW
684-23*

2023-06-20/05

Moved by Clr. Johnson that Utilities Amendment Bylaw 684-23 receive THIRD reading amended to remove the Regional Landfill Remediation fee.

CARRIED

*LAND USE BYLAW
Amendment BYLAW
685-23*

2023-06-20/06

Moved by Clr. Johnson that Land Use Bylaw Amendment Bylaw 685-23 receive FIRST reading.

CARRIED

*LIBRARY BOARD
APPOINTMENTS*

2023-06-20/07

Moved by Mayor Raycraft to appoint the following individuals to the Village of Innisfree Library Board for the specified terms:

- Gayle Foster – term expiry date March 15, 2024
- Doris Christensen – term expiry date March 15, 2024

VILLAGE OF INNISFREE

REGULAR COUNCIL MEETING MINUTES of June 20, 2023

- Holly Cependa – term expiry date March 15, 2024
- Debbie McMann – term expiry date March 15, 2024
- Dale Cates – term expiry date March 15, 2024
- Doreen Nott – term expiry date September 2, 2025
- Jennifer Johnson – term expiry date October 17, 2023
- Yvonne Parasynchuk – term expiry date March 14, 2025
- Kristina Brummer – term expiry date November 15, 2025”

CARRIED

*TREE REMOVAL on
VILLAGE VACANT
PROPERTY
2023-06-20/08*

Moved by Clr Johnson that Public Works work with the property owner to remove the trees at no charge to either party.

CARRIED

*DONATION OF
ITEMS TO THE
MUSEUM
2023-06-20/09*

Moved by Clr McMann that the list of artifacts, letters and documents be donated to the Innisfree Prairie Bank of Commerce Historical Society.

CARRIED

*STRATEGIC PLAN
2023-06-20/10*

Moved by Mayor Raycraft that Council approve the Village of Innisfree Strategic Plan 2023-2025 as presented.

CARRIED

*ALBERTA
MUNICIPALITIES
CONVENTION
2023-06-20/11*

Moved by Clr. Johnson that Council approves all Council members to attend the Alberta Municipalities Convention on September 27-29th in Edmonton.

CARRIED

*HISTORICAL
SOCIETY REQUEST
2023-06-20/12*

Moved by Mayor Raycraft that this item be tabled to the next Village of Innisfree Council meeting.

CARRIED

*FCSS MURAL
2023-06-20/13*

Moved by Clr Johnson that Clr McMann contact FCSS regarding painting a mural on the north side of the building.

CARRIED

*COUNCILLOR
REPORTS
2023-06-20/14*

Moved by Mayor Raycraft that the six (6) items listed under “Councillor Reports” be received as information.

CARRIED

VILLAGE OF INNISFREE

REGULAR COUNCIL MEETING MINUTES of June 20, 2023

**ADMINISTRATION
REPORTS**

2023-06-20/15

Moved by Clr. Johnson that the items listed under "Administration Reports" be received as information.

CARRIED

CORRESPONDENCE

2023-06-20/16

Moved by Mayor Raycraft that the three (3) items listed under "Correspondence" be received as information.

CARRIED

RECESS (In)

2023-06-20/17

Moved by Clr. Johnson to go into recess at 6:51 pm.

CARRIED

RECESS (Out)

2023-06-20/18

Moved by Clr. Johnson to come out of recess at 6:54 pm.

CARRIED

**ENTERING CLOSED
SESSION**

2023-06-20/19

Moved by Clr. Johnson that the meeting moves into closed session at 6:55 pm pursuant to FOIPP Sections 25 and 27 to update Council about potential land sales, auditor management letter and potential land purchase.

CARRIED

**EXITING CLOSED
SESSION**

2023-06-20/20

Moved by Clr Johnson that the meeting moves out of closed session at 7:52 pm.

CARRIED

**AUDITOR
MANAGEMENT
LETTER**

2023-06-20/21

Moved by Mayor Raycraft to accept the auditor's management letter for information.

CARRIED

ADJOURNMENT

2023-06-20/22

Moved by Clr. McMann that the meeting be adjourned at 7:54 pm.

CARRIED

Mayor, Evan Raycraft

Interim Chief Administrative Officer, T. Rogers

VILLAGE OF INNISFREE

SPECIAL COUNCIL MEETING MINUTES of June 29, 2023

A SPECIAL meeting of the Council of the Village of Innisfree was held in the Council Chambers of the Innisfree Village Office, Innisfree, Alberta on Thursday, June 29, 2023.

CALL TO ORDER

Mayor Raycraft called the meeting to order at 11:08 AM.

PRESENT

Attendance in-person

Mayor E. Raycraft
Councillor J. Johnson
Councillor D. McMann

T. Rogers, Administrative Assistant

*APPOINTMENT OF
INTERIM CAO
2023-06-29/01*

Moved by **Clr. Johnson** that Thelma Rogers be appointed as the Interim Chief Administrative Officer effective June 29, 2023, until December 4, 2023, pursuant to *Municipal Government Act S. 205 (2)* and Section 2.2.4 of CAO Bylaw 670-21.

CARRIED

*HIRING OF
TEMPORARY
ADMINISTRATIVE
SERVICES
2023-06-29/02*

Moved by **Clr. McMann** that the Village of Innisfree hire B. Magosse as a Temporary Administrative Assistant effective June 29, 2023, until December 4, 2023.

*ADJOURNMENT
2023-06-29/03*

Moved by Mayor Raycraft that the meeting be adjourned at 11:10 AM.

CARRIED

Mayor, Evan Raycraft

Interim Chief Administrative Officer, T. Rogers

Request for Decision (RFD)

Topic: Amending LUB Bylaw 685-23 – Proposal to Table Hearing
Initiated by: Administration
Attachments: Copy of Public Hearing Advertisement

Purpose(s):

To seek Council approval to reschedule the Public Hearing on Amending LUB Bylaw 685-23 to provide adequate advertising per M.G.A. s.606 and the Methods of Advertising Bylaw 667-21.

Background:

1. Land Use Bylaw, Section 3.3 (o) wording was not clear to the public; the phrase intentions regarding what does not require a permit. Simpler language was drafted to provide a more concise understanding of the intents of Section 3.2(o).
2. Council approved first reading to the Amending LUB at the June 20, 2023, Regular Council Meeting.
3. Pursuant to MGA S. 606 (2)(a)-(c):
 - a. a notice of the Bylaw must be published for 2 consecutive weeks in at least one newspaper or other publication circulating in the area, to which the proposed bylaw related, or in which the meeting or hearing is to be held;
 - b. Mailed or delivered to every residence in the area to which the proposed bylaw related or in which the meeting or hearing is to be held, or
 - c. Give by method provided for in "Methods of Advertising Bylaw ____"
4. Due to recent staff changes, Administration did not have adequate time to advertise the Public Hearing pursuant to MGA S. 606 and Methods of Advertising Bylaw 667-21 for the July 18, 2023, Regular Council Meeting.

Key Issues/Concepts:

1. Upon a first Reading of the LUB, a Public Hearing must be held, prior to any additional Readings.

Options:

1. That Council table this item to the August 15, 2023, Regular Council Meeting to allow for adequate advertising under MGA S. 606 and the Methods of Advertising Bylaw 667-21.

Financial Implications: None identified.

Relevant Policy/Legislation:

1. Land Use Bylaw 628-17
2. MGA S. 606
3. Methods of Advertising Bylaw 667-21

Political/Public Implication(s):

Clarification on a section of the LUB Bylaw should be viewed as a positive action by Council.

Recommendation:

That Council table the Public Hearing to the August 15, 2023, Regular Council Meeting to allow for adequate advertising under MGA S. 606 and the Methods of Advertising Bylaw 667-21.

VILLAGE OF INNISFREE

NOTICE OF PUBLIC HEARING REGARDING PROPOSED AMENDMENT TO LAND USE BYLAW

Pursuant to Section 230, 606 and 606.1 of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, the Council of the Village of Innisfree hereby gives notice of its intention to adopt: **Bylaw No. 685-23**.

The Proposed **Bylaw 685-23** is to amend Land Use Bylaw 628-17, Section 3.2 – Developments Not Requiring a Permit.

THEREFORE, TAKE NOTICE THAT pursuant to Sections 606 and 606.1 of the Municipal Government Act a public hearing to consider the proposed bylaw will be held:

Date: Tuesday, August 15, 2023

Time: 5:00 PM

Place: Village of Innisfree Council Chambers
5116 – 50 Avenue
Innisfree, AB T0B 2G0

AND FURTHER TAKE NOTICE THAT anyone wishing to make a verbal or written representation may do so at the hearing, or by providing the representation to Thelma Rogers, Interim Chief Administrative Officer, before 12:00 NOON on Tuesday, August 15, 2023.

It would be beneficial for individuals to provide advance notice to the Village of Innisfree at 780-592-3886 of their intentions to make a presentation the hearing.

AND FURTHER TAKE NOTICE THAT a copy of the Proposed Bylaw is posted on our website www.innisfree.ca for review and may be inspected at the Village of Innisfree Office during regular business hours.

To obtain more information regarding the proposed changes, please contact:

Thelma Rogers
Interim Chief Administrative Officer
Village of Innisfree

Email: cao@innisfree.ca
Telephone: (780) 592-3886



Request for Decision (RFD)

Topic: Unsightly Premises Bylaw – Proposed Revisions
Initiated by: Administration & BEO
Attachments: 1. Proposed Unsightly Premises Bylaw 686-23
2. Unsightly Premises Bylaw 676-22

Purpose(s):

1. To address proposed Unsightly Premises Bylaw 686-23.

Background:

1. Upon reviewing the Unsightly Premises Bylaw 676-22, the Bylaw Enforcement Officer (BEO) and Administration noted several amendments were required to the existing bylaw to correct several areas.
2. The existing Unsightly Premises Bylaw did not include a definition for 'Municipal Tag'.
3. The existing Bylaw did not include a blank 'Municipal Tag' for the BEO to utilize while enforcing the Unsightly Premises Bylaw 676-22.
4. Additionally, the BEO and Administration propose that a penalty be levied to encourage property owners to properly maintain their property, instead of the Village becoming immediately responsible to remedy the situation.
 - a. An individual contravening the Bylaw may have more incentive to comply, with the levy of a fine for non-compliance, instead of facing additional costs for the clean up.
 - b. Often such invoices are transferred to the Tax roll for non-payment and in the meanwhile, the Village (Taxpayers) have paid for the remedy.
 - c. Restricted Staff time to dedicate to private property is also an issue due to lack of seasonal employees.

Key Issues/Concepts:

1. Administration proposed the following changes (as show in red) to the Unsightly Premises Bylaw:
 - a. Section 2: Definitions
 - i. Inserting a definition for 'Municipal Tag' as item 2.11;
 - ii. Re-numbering all definitions following item 2.11;
 - b. Section 6: Inspection and Direction
 - i. 6.2.3 to read as follows:
"A Municipal Tag per Schedule C, and"
 - ii. 6.2.4 to read as follows:
"apply a Penalty and/or an Administrative Fee per Schedule D."
 - c. Section 7: Penalties
 - i. **Section 7.1 to read as follows:**
"If the property owner has not complied with a Notice to Maintain within the specified deadline(s), the Village of Innisfree will issue a penalty (as per Schedule 'D') and will issue a FINAL Notice to Maintain with an extended deadline of forty-eight (48) hours."

ii. **Section 7.2 to read as follows:**

"If the property owner has not complied with the FINAL Notice to Maintain within the specified deadline(s), the Inspector, Peace Officer or Chief Administrative Officer may direct any work to be done to remedy the specified issue and will charge the owner, for all costs associated with fulfilling the conditions of the order."

iii. **Section 7.3 to read as follows:**

"The cost of the work done, as stated under Section 7.1 and 7.2, is charged in addition to an Administration Fee, (as per Schedule 'D'), and may be recovered from the property owner as debt due to the Village of Innisfree. If an owner fails to pay for the work done, such costs may be charged against the owner's property tax account, pursuant to the Municipal Government Act, R.S.A. 2000, M-26, Section 553."

d. Replacing Bylaw# 676-22 with Bylaw 686-23 throughout the entire Bylaw and Schedules.

e. Insertion of Schedule 'C' being a Municipal Tag Form.

f. Amending Schedule 'D' by inserting a penalty in the amount of \$150.00, pursuant to Section 7.2.

Options:

1. That Council provides final readings Unsightly Premises Bylaw 686-23.
2. That Council provides first reading to Unsightly Premises Bylaw 686-23.
3. That Council directs Administration in another manner regarding draft Unsightly Premises Bylaw 686-23.

Financial Implications:

1. The input of a penalty prior to actioning the non-performance of maintaining a property should increase the Village revenues and aid in offsetting some of the bylaw enforcement costs.

Relevant Policy/Legislation:

1. *MGA*, s.3 "develop and maintain safe & viable communities" &
2. *MGA*, Division 4. Enforcement of Municipal Law

Political/Public Implication(s):

Ensuring the community is clean, attractive, and safe, will elicit positive public and political implications.

Recommendation:

That Council provides final readings *Unsightly Premises Bylaw 686-23*.

BY-LAW 686-23, OF THE VILLAGE OF INNISFREE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REESTABLISHING AN UNSIGHTLY PREMISES BYLAW FOR THE VILLAGE OF INNISFREE

WHEREAS, under the provisions of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Village of Innisfree may pass Bylaws respecting the health and safety of the community and for controlling dangerous and untidy properties;

AND WHEREAS under the provisions of the *Municipal Government Act*, the Council of the Village of Innisfree may pass Bylaws and may make provisions that it deems necessary to carry out the purposes of the Bylaw;

AND WHEREAS the Council of the Village of Innisfree deems it desirable and necessary to promote the maintenance of properties, within the corporate limits of the Village of Innisfree;

AND WHEREAS, under the provisions of the Alberta *Weed Control Act*, the Council of the Village of Innisfree may pass Bylaws with regards to the enforcement of the *Act* and *Regulations* thereunder;

NOW THEREFORE, the Council of the Village of Innisfree, in the Province of Alberta, duly assembled, enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as the “Unsightly Premises Bylaw”.

2. DEFINITIONS

2.1 “**Building Material**” means all construction and demolition material accumulated on a premises while storing, constructing, altering, repairing, or demolishing any structure and includes, but is not limited to, earth, vegetation or rock displaced during such storing, construction, alteration or repair.

2.2 “**Council**” means the Municipal Council of the Village of Innisfree.

2.3 “**Corporate Limits**” shall mean all the lands within the Corporate Limits of the Village of Innisfree.

2.4 “**Chief Administrative Officer**” shall mean the Chief Administrative Officer of the Village of Innisfree.

2.5 “**Detrimental to the Surrounding Area**” means causing the decline of the market value of property to the surrounding area.

2.6 “**Dismantled Vehicle**” means a motor vehicle or trailer that has become dilapidated or disassembled which may include but is not limited to flat tires, missing tires and rims, fenders, doors, windows, hoods, trunks, and boxes.

- 2.7 **“Emergency”** shall mean any situation in which there is an imminent danger to the general public or a potential danger to the property or surrounding properties.
- 2.8 **“Garbage”** means any rubbish, refuse, papers, container, bottles, cans, manure, animal or human excrement or sewage or the whole or part of an animal carcass, dirt, soil, gravel, rocks, sod, petroleum products, hazardous material, disassembled equipment or machinery, broken household furnishings or appliances, boxes, cartons, discarded fabrics, any materials composed or organic matter which is or may become decomposed, including the by-products from the preparation, consumption or storage of food.
- 2.9 **“Inspector”** means any person(s) designated by the Village of Innisfree to enter and inspect property in accordance with the provisions of this Bylaw.
- 2.10 **“Motor Vehicle”** shall mean a vehicle propelled by any power other than muscular power or a moped but does not include a bicycle, aircraft, implement of husbandry or a motor vehicle that runs only on rails.
- 2.11 **“Municipal Tag”** means a tag or similar document issued by the Village pursuant to the *Municipal Government Act* that alleges a Bylaw offence and provides the Person the opportunity to pay an amount to the Village in lieu of prosecution;
- 2.12 **“Notice to Maintain”** means a notice issued pursuant to the provisions of this bylaw requiring an owner/occupant to maintain any condition of a property or premises.
- 2.13 **“Noxious Weeds”** means a weed, as defined, and identified in the *Weed Control Act* and *Weed Control Regulation*.
- 2.14 **“Peace Officer”** means:
- (a) any member of the Royal Canadian Mounted Police;
 - (b) any member of a Municipal Police Service;
 - (c) any Community Peace Officer;
 - (d) any Bylaw Enforcement Officer; the CAO or their Designated Officer.
- 2.15 **“Prohibited Weed”** shall mean a prohibited weed, as defined, and identified by the *Weed Control Act* and *Weed Control Regulation*.
- 2.16 **“Property Owner”** means a person or persons, a firm, company, or corporation that is registered on the Tax Roll of the Village of Innisfree and Alberta Land Titles office.
- 2.17 **“Property”** are any lands, buildings, or premises in the Village of Innisfree.
- 2.18 **“Recreational Vehicle”** means a vehicle or trailer that is designed, constructed, and equipped, either temporarily or permanently as a temporary accommodation for travel, vacation, or recreational use, and includes duly

licensed travel trailers, motorized homes, slide-in campers, chassis mounted campers, tent trailers, boats, and all-terrain vehicles.

2.19 “State of Disrepair” means:

- (a) the significant deterioration of buildings, structures or improvements, or portions of buildings, structures, or improvements;
- (b) broken or missing windows, siding, shingles, shutters, eaves, or other building material, or;
- (c) significant fading, chipping, or peeling of painted areas of buildings, structures, or improvements on property;

2.20 “Unsightly Premises” shall mean any structure or property located within the Village that, in the opinion of the Inspector, Peace officer or Chief Administrative Officer, is unsightly to such an extent as to detrimentally affect the amenities, use, value or enjoyment of the surrounding lands in reasonable proximity to the unsightly premises, or is otherwise detrimental to the surrounding area or in an unsightly condition as defined in the *Municipal Government Act*;

2.21 “Village” or “Village of Innisfree” means the Municipal Corporation of the Village of Innisfree.

2.22 “Weed Control Act” shall mean the *Weed Control Act*, RSA 2008, C.W-5. and amendments thereto.

2.23 “Weed Control Regulation” shall mean Alberta Regulation 19/2010 pursuant to the *Weed Control Act* and amendments thereto.

3. GENERAL

- 3.1 The property owner of any real property is ultimately responsible for all activities on the property which may constitute prohibition of this bylaw.
- 3.2 Nothing in this bylaw relieves a person from complying with Federal or Provincial law or regulation, other bylaw, or any other requirements of any lawful permit.
- 3.3 Where this bylaw refers to another act, bylaw, regulation, or agency, it includes reference to any act, bylaw, regular or agency that may be substituted, therefore.
- 3.4 Every provision of this bylaw is independent of all other provisions and if any provision of this bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this bylaw shall remain valid and enforceable.
- 3.5 All schedules attached to this bylaw shall form part of this bylaw.

4. NUISANCE

- 4.1 A nuisance, for the purposes of this Bylaw, is any condition on or around a Property that is untidy, unsightly, offensive, and dangerous to health and safety of any person, or has or may have a detrimental impact upon any person

or other property in the neighborhood, or which interferes with the use and enjoyment of other adjacent property, and without limiting the generality of the foregoing includes the following:

- (a) trees or shrubs that interfere with driver visibility, civic works, or any public utilities;
- (b) dense or opaque dust emitted into the atmosphere;
- (c) compost heaps that emit foul odors or attract pests or vermin;
- (d) the storage or accumulation of dilapidated or derelict vehicles or the storage of more than two (2) unregistered motor vehicles on any one residential property regardless of their condition or how neatly they may be stored, except for motor vehicles that are being stored in a permitted accessory building or a temporary structure with approved Municipal permits;
- (e) wrecked, inoperable or dismantled vehicles, or those that are unsightly and abandoned;
- (f) no person shall park a vehicle or recreational vehicle on private property within one (1) metre of a sidewalk;
- (g) no person shall park a motor vehicle or recreational vehicle in the front portion of the living space of a residential property. Failure to comply with this section shall result in the motor vehicle or recreational vehicle being towed at the Registered Owners expense;
- (h) any loose materials including garbage and building materials.

4.2 The following sets out the standards by which grass, and weeds must be kept:

- (a) uncut grass or weeds on any parcel of land shall be maintained at a height not to exceed 15cm (6 inches) in length;
- (b) property owners are required to maintain the front, rear and/or side portions or boulevards adjacent to their Property.
- (c) property owners are required to maintain prohibited and noxious weeds, pursuant the *Weed Control Act* and *Weed Control Act Regulations*.

4.3 No property owner shall cause or allow any building, and/or structure, or fence to become an unsightly premise or in a condition where its appearance and/or condition is a safety hazard or is detrimental to the surrounding area.

4.4 No property owner shall permit the accumulation of piles of dirt, stone, garden waste, turf, trees, shrubbery, old implements, disassembled or broken vehicles, inoperable off highway vehicles, scrap iron, lumber, glass, furniture, appliances, bicycles, lawn mowers, food containers, wastepaper, or cardboard on his or her property.

4.5 No property owner shall dump or cause to be dumped any rubbish, garbage, or waste petroleum products (either liquid or solid) or dispose of any material in

an area within the Village except at locations specifically designated by the Chief Administrative Officer.

- 4.6 All existing natural gas, electrical, water, sewer, or other services to the site of an abandoned building, structure, or excavation shall be shut off. All external natural gas, electrical, water and sewer lines shall be capped. Cleanout caps shall be properly secured, caulked, or soldered into place.
- 4.7 Property owners, tenants and agents must prevent the occurrence of, or immediately remedy, any Nuisance.
- 4.8 If a Notice to Maintain is issued under this section of the Bylaw including, Prohibited or Noxious Weeds, must be complied with, within seven (7) days of the date of the notice.

5. DANGEROUS BUILDINGS AND STRUCTURES

- 5.1 The property owner(s) of properties in the Village shall ensure that any building(s) in a state of disrepair shall be demolished and removed from the property.
- 5.2 If any building(s) is in a state of disrepair, it shall be restored to a useable and safe condition in accordance with the Building Standards and Codes and with the required demolition and/or building permits.
- 5.3 No property owner shall cause or allow his or her property to be a danger to public safety through the presence of excavations, structures, materials or any other hazard or condition posing a risk to public safety.
- 5.4 If a notice under this section of the Bylaw is not complied with or actioned within fourteen (14) days of the date of this notice, (as per Schedule A) the Inspector shall have the right to direct any person to do the work as required by the order.

6. INSPECTION AND DIRECTION

- 6.1 Any Inspector may give a notice to enter any public or private property to conduct an inspection within the Village and may inspect for nuisances, dangerous buildings and/or structures or prohibited/noxious weeds.
- 6.2 After inspection, the Inspector may issue:
 - 6.2.1 a Notice to Maintain (**Schedule A,**) which shall specify a deadline(s) for compliance and shall outline specific instructions to remediate the situation.
 - 6.2.2 a Notice of Entry per Schedule B
 - 6.2.3 **A Municipal Tag per Schedule C, and**
 - 6.2.4 **apply a Penalty and/or an Administrative Fee per Schedule D.**

- 6.3 The Village must serve the Notice to Maintain by delivering it or sending it by mail to the property owner(s) by way of:
- (a) delivering it in person to the owner(s)
 - (b) posting it to the door of a building or in any other conspicuous place on the property and is effective on day of posting.
 - (c) hand deliver.
 - (d) regular mail.

7. PENALTIES

- 7.1 If the property owner has not complied with a Notice to Maintain within the specified deadline(s), the Village of Innisfree will issue a penalty (as per Schedule 'D') and will issue a FINAL Notice to Maintain with an extended deadline of forty-eight (48) hours.
- 7.2 If the property owner has not complied with the FINAL Notice to Maintain within the specified deadline(s), the Inspector, Peace Officer or Chief Administrative Officer may direct any work to be done to remedy the specified issue and will charge the owner, for all costs associated with fulfilling the conditions of the order.
- 7.3 The cost of the work done, as stated under Section 7.1 and 7.2, is charged in addition to an Administration Fee, (as per Schedule 'D'), and may be recovered from the property owner as debt due to the Village of Innisfree. If an owner fails to pay for the work done, such costs may be charged against the owner's property tax account, pursuant to the Municipal Government Act, R.S.A. 2000, M-26, Section 553.
- 7.4 The Village, or any Inspector who inspects any property under this Bylaw, or any person who performs any work on behalf of the Village to remedy a nuisance is not liable for any damages caused by the inspection, the work, or disposition of any material in order to complete the work set out in a Notice to Maintain.

8. SEVERABILITY

- 8.1 If any clause of this Bylaw is found to be invalid, it shall be severed from the remainder of this Bylaw and shall not invalidate the whole Bylaw.

9. RESCIND

- 9.1 Unsightly Premises Bylaw 676-22 is hereby rescinded.

10. EFFECTIVE DATE

- 10.1 This bylaw shall come into full force and effect upon the date of the third and final reading.

READ for a first time this ____ day of _____, 2023 A.D.

READ for a second time this ____ day of _____, 2023 A.D.

UNANIMOUS CONSENT RECEIVED FOR THIRD AND FINAL READING

READ for a third time this ____ day of _____, 2023 A.D.

E. Raycraft - Mayor

T. Rogers – Interim CAO

BYLAW 686-23

SCHEDULE A

NOTICE TO MAINTAIN PROPERTY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

The condition of your property, specifically, per Section _____, located at _____, Lot(s) _____, Block _____, Plan _____, is in question, and you are being issued a formal letter regarding required remediation.

In order to keep the Village of Innisfree clean, attractive, and in a safe condition, and in accordance with the Unsightly Premises Bylaw No. 686-23, Section _____ the Village is asking your cooperation by maintaining your property. Maintenance may be done by methods outlined in this notice within ____ days of the mailing of this letter.

The questioned area regarding your property and the suggested remedy is as follows:

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

If the work is not completed by _____, the Village of Innisfree will have the work done by a contractor at the owner's expense. In addition to the contractor's bill, an Administrative Fee per lot will apply as per Schedule D.

Sincerely,

CAO - VILLAGE OF INNISFREE
Encl. Unsightly Premises Bylaw 686-23

BYLAW 686-23

SCHEDULE B

NOTICE OF ENTRY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

In accordance with Section 542 of the Municipal Government Act, you are hereby notified that an Inspector or Peace Officer will be entering onto the Property located at

_____, Lot(s) _____, Block _____, Plan _____
_____ on Date: _____.

In accordance with the Village of Innisfree's Unsightly Premises Bylaw No. 686-23, all costs incurred for any remedial action, including a \$75.00 Administration Fee per lot as per Schedule **D** will be the responsibility of the property owner and may be added to the tax roll.

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

Sincerely,

CAO - VILLAGE OF INNISFREE

Encl. Unsightly Premises Bylaw 686-23

BYLAW 686-23

SCHEDULE C

**VILLAGE OF INNISFREE
MUNICIPAL TAG**

BYLAW 686-23

DATE: _____ **TIME:** _____ **AM/PM**

NAME OF OFFENDER: _____

ADDRESS OF OFFENDER: _____

This Tag is issued for breach of Bylaw No. 686/23

Offence: _____

Section: _____

Comment(s): _____

Penalty: _____

Penalty Due Date: _____

ISSUER: _____ **Date** _____

Signature

Print Name

Please make payments to the Village of Innisfree.

Address: Village of Innisfree, Box 69, Innisfree, AB T0B 2G0

Contact Number: 780-592-3886

Collection and use of personal information: This personal information is being collected in accordance with the **Municipal Government Act, R.S.A. 2000, c.M-26, (MGA)** and is protected by the privacy provisions of the **Freedom of Information and Privacy Act, R.S.A. 2000, c.F25, (FOIP)**, unless disclosures are authorized under the MGA. This information will be used to address the request above. If you have any questions about the collection and use of your information, contact the Village of Innisfree at 780-592-3886.

BYLAW 686-23

SCHEDULE D

PENALTY

As per Section 7.2:

A penalty for each lot requiring enforcement of Bylaw 686-23 is \$150.00.

ADMINISTRATION FEE

As per Section 7.3:

Administration Fee for each lot requiring enforcement of Bylaw 686-23 is \$75.00

BY-LAW 676-22, OF THE VILLAGE OF INNISFREE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REESTABLISHING AN UNSIGHTLY PREMISES BYLAW FOR THE VILLAGE OF INNISFREE

WHEREAS, under the provisions of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Village of Innisfree may pass Bylaws respecting the health and safety of the community and for controlling dangerous and untidy properties;

AND WHEREAS under the provisions of the *Municipal Government Act*, the Council of the Village of Innisfree may pass Bylaws and may make provisions that it deems necessary to carry out the purposes of the Bylaw;

AND WHEREAS the Council of the Village of Innisfree deems it desirable and necessary to promote the maintenance of properties, within the corporate limits of the Village of Innisfree;

AND WHEREAS, under the provisions of the Alberta *Weed Control Act*, the Council of the Village of Innisfree may pass Bylaws with regards to the enforcement of the *Act* and *Regulations* thereunder;

NOW THEREFORE, the Council of the Village of Innisfree, in the Province of Alberta, duly assembled, enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Unsightly Premises Bylaw".

2. DEFINITIONS

2.1 "**Building Material**" means all construction and demolition material accumulated on a premises while storing, constructing, altering, repairing, or demolishing any structure and includes, but is not limited to, earth, vegetation or rock displaced during such storing, construction, alteration or repair.

2.2 "**Council**" means the Municipal Council of the Village of Innisfree.

2.3 "**Corporate Limits**" shall mean all the lands within the Corporate Limits of the Village of Innisfree.

2.4 "**Chief Administrative Officer**" shall mean the Chief Administrative Officer of the Village of Innisfree.

2.5 "**Detrimental to the Surrounding Area**" means causing the decline of the market value of property to the surrounding area.

2.6 "**Dismantled Vehicle**" means a motor vehicle or trailer that has become dilapidated or disassembled which may include but is not limited to flat tires, missing tires and rims, fenders, doors, windows, hoods, trunks, and boxes.

- 2.7 **"Emergency"** shall mean any situation in which there is an imminent danger to the general public or a potential danger to the property or surrounding properties.
- 2.8 **"Garbage"** means any rubbish, refuse, papers, container, bottles, cans, manure, animal or human excrement or sewage or the whole or part of an animal carcass, dirt, soil, gravel, rocks, sod, petroleum products, hazardous material, disassembled equipment or machinery, broken household furnishings or appliances, boxes, cartons, discarded fabrics, any materials composed or organic matter which is or may become decomposed, including the by-products from the preparation, consumption or storage of food.
- 2.9 **"Inspector"** means any person(s) designated by the Village of Innisfree to enter and inspect property in accordance with the provisions of this Bylaw.
- 2.10 **"Motor Vehicle"** shall mean a vehicle propelled by any power other than muscular power or a moped but does not include a bicycle, aircraft, implement of husbandry or a motor vehicle that runs only on rails.
- 2.11 **"Notice to Maintain"** means a notice issued pursuant to the provisions of this bylaw requiring an owner/occupant to maintain any condition of a property or premises.
- 2.12 **"Noxious Weeds"** means a weed, as defined, and identified in the *Weed Control Act* and *Weed Control Regulation*.
- 2.13 **"Peace Officer"** means:
 - (a) any member of the Royal Canadian Mounted Police;
 - (b) any member of a Municipal Police Service;
 - (c) any Community Peace Officer;
 - (d) any Bylaw Enforcement Officer; the CAO or their Designated Officer.
- 2.14 **"Prohibited Weed"** shall mean a prohibited weed, as defined, and identified by the *Weed Control Act* and *Weed Control Regulation*.
- 2.15 **"Property Owner"** means a person or persons, a firm, company, or corporation that is registered on the Tax Roll of the Village of Innisfree and Alberta Land Titles office.
- 2.16 **"Property"** are any lands, buildings, or premises in the Village of Innisfree.
- 2.17 **"Recreational Vehicle"** means a vehicle or trailer that is designed, constructed, and equipped, either temporarily or permanently as a temporary accommodation for travel, vacation, or recreational use, and includes duly licensed travel trailers, motorized homes, slide-in campers, chassis mounted campers, tent trailers, boats, and all-terrain vehicles.
- 2.18 **"State of Disrepair"** means:

- (a) the significant deterioration of buildings, structures or improvements, or portions of buildings, structures, or improvements;
- (b) broken or missing windows, siding, shingles, shutters, eaves, or other building material, or;
- (c) significant fading, chipping, or peeling of painted areas of buildings, structures, or improvements on property;

2.19 **"Unsightly Premises"** shall mean any structure or property located within the Village that, in the opinion of the Inspector, Peace officer or Chief Administrative Officer, is unsightly to such an extent as to detrimentally affect the amenities, use, value or enjoyment of the surrounding lands in reasonable proximity to the unsightly premises, or is otherwise detrimental to the surrounding area or in an unsightly condition as defined in the *Municipal Government Act*;

2.20 **"Village"** or **"Village of Innisfree"** means the Municipal Corporation of the Village of Innisfree.

2.21 **"Weed Control Act"** shall mean the *Weed Control Act*, RSA 2008, C.W-5. and amendments thereto.

2.22 **"Weed Control Regulation"** shall mean Alberta Regulation 19/2010 pursuant to the *Weed Control Act* and amendments thereto.

3. **GENERAL**

3.1 The property owner of any real property is ultimately responsible for all activities on the property which may constitute prohibition of this bylaw.

3.2 Nothing in this bylaw relieves a person from complying with Federal or Provincial law or regulation, other bylaw, or any other requirements of any lawful permit.

3.3 Where this bylaw refers to another act, bylaw, regulation, or agency, it includes reference to any act, bylaw, regular or agency that may be substituted, therefore.

3.4 Every provision of this bylaw is independent of all other provisions and if any provision of this bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this bylaw shall remain valid and enforceable.

3.5 All schedules attached to this bylaw shall form part of this bylaw.

4. **NUISANCE**

4.1 A nuisance, for the purposes of this Bylaw, is any condition on or around a Property that is untidy, unsightly, offensive, and dangerous to health and safety of any person, or has or may have a detrimental impact upon any person or other property in the neighborhood, or which interferes with the use and enjoyment of other adjacent property, and without limiting the generality of the foregoing includes the following:

- (a) trees or shrubs that interfere with driver visibility, civic works, or any public utilities;
 - (b) dense or opaque dust emitted into the atmosphere;
 - (c) compost heaps that emit foul odors or attract pests or vermin;
 - (d) the storage or accumulation of dilapidated or derelict vehicles or the storage of more than two (2) unregistered motor vehicles on any one residential property regardless of their condition or how neatly they may be stored, except for motor vehicles that are being stored in a permitted accessory building or a temporary structure with approved Municipal permits;
 - (e) wrecked, inoperable or dismantled vehicles, or those that are unsightly and abandoned;
 - (f) no person shall park a vehicle or recreational vehicle on private property within one (1) metre of a sidewalk;
 - (g) no person shall park a motor vehicle or recreational vehicle in the front portion of the living space of a residential property. Failure to comply with this section shall result in the motor vehicle or recreational vehicle being towed at the Registered Owners expense;
 - (h) any loose materials including garbage and building materials.
- 4.2 The following sets out the standards by which grass, and weeds must be kept:
- (a) uncut grass or weeds on any parcel of land shall be maintained at a height not to exceed 15cm (6 inches) in length;
 - (b) property owners are required to maintain the front, rear and/or side portions or boulevards adjacent to their Property.
 - (c) property owners are required to maintain prohibited and noxious weeds, pursuant the *Weed Control Act* and *Weed Control Act Regulations*.
- 4.3 No property owner shall cause or allow any building, and/or structure, or fence to become an unsightly premise or in a condition where its appearance and/or condition is a safety hazard or is detrimental to the surrounding area.
- 4.4 No property owner shall permit the accumulation of piles of dirt, stone, garden waste, turf, trees, shrubbery, old implements, disassembled or broken vehicles, inoperable off highway vehicles, scrap iron, lumber, glass, furniture, appliances, bicycles, lawn mowers, food containers, wastepaper, or cardboard on his or her property.
- 4.5 No property owner shall dump or cause to be dumped any rubbish, garbage, or waste petroleum products (either liquid or solid) or dispose of any material in an area within the Village except at locations specifically designated by the Chief Administrative Officer.

JS Bm

- 4.6 All existing natural gas, electrical, water, sewer, or other services to the site of an abandoned building, structure, or excavation shall be shut off. All external natural gas, electrical, water and sewer lines shall be capped. Cleanout caps shall be properly secured, caulked, or soldered into place.
- 4.7 Property owners, tenants and agents must prevent the occurrence of, or immediately remedy, any Nuisance.
- 4.8 If a Notice to Maintain is issued under this section of the Bylaw including, Prohibited or Noxious Weeds, must be complied with, within seven (7) days of the date of the notice.

5. DANGEROUS BUILDINGS AND STRUCTURES

- 5.1 The property owner(s) of properties in the Village shall ensure that any building(s) in a state of disrepair shall be demolished and removed from the property.
- 5.2 If any building(s) is in a state of disrepair, it shall be restored to a useable and safe condition in accordance with the Building Standards and Codes and with the required demolition and/or building permits.
- 5.3 No property owner shall cause or allow his or her property to be a danger to public safety through the presence of excavations, structures, materials or any other hazard or condition posing a risk to public safety.
- 5.4 If a notice under this section of the Bylaw is not complied with or actioned within fourteen (14) days of the date of this notice, (as per Schedule A) the Inspector shall have the right to direct any person to do the work as required by the order.

6. INSPECTION AND DIRECTION

- 6.1 Any Inspector may give a notice to enter any public or private property to conduct an inspection within the Village and may inspect for nuisances, dangerous buildings and/or structures or prohibited/noxious weeds.
- 6.2 After inspection, the Inspector may issue:
 - 6.2.1 a Notice to Maintain (Schedule A,) which shall specify a deadline(s) for compliance and shall outline specific instructions to remediate the situation.
 - 6.2.2 a Notice of Entry per Schedule B and,
 - 6.2.3 apply an Administrative Fee per Schedule C.
- 6.3 The Village must serve the Notice to Maintain by delivering it or sending it by mail to the property owner(s) by way of:
 - (a) delivering it in person to the owner(s)
 - (b) posting it to the door of a building or in any other conspicuous place on the property and is effective on day of posting.
 - (c) hand deliver.

(d) regular mail.

7. **PENALTIES**

7.1 If the property owner has not complied with a Notice to Maintain within a specified deadline(s), the Inspector, Peace Officer or Chief Administrative Officer may direct any work to be done to remedy the specified issue and will charge the owner, for all costs associated with fulfilling the conditions of the order.

7.2 The cost of the work done, as stated under Section 7.1, is charged in addition to an Administration Fee, (as per Schedule 'C'), and may be recovered from the property owner as debt due to the Village of Innisfree. If an owner fails to pay for the work done, such costs may be charged against the owner's property tax account, pursuant to the Municipal Government Act, R.S.A. 2000, M-26, Section 553.

7.3 The Village, or any Inspector who inspects any property under this Bylaw, or any person who performs any work on behalf of the Village to remedy a nuisance is not liable for any damages caused by the inspection, the work, or disposition of any material in order to complete the work set out in a Notice to Maintain.

8. **SEVERABILITY**

8.1 If any clause of this Bylaw is found to be invalid, it shall be severed from the remainder of this Bylaw and shall not invalidate the whole Bylaw.

9. **RESCIND**

9.1 Unsightly Premises Bylaw **597-15** is hereby rescinded.

10. **EFFECTIVE DATE**

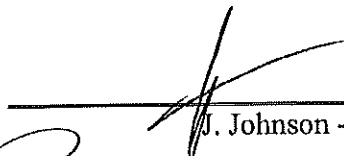
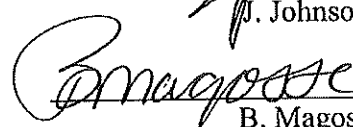
10.1 This bylaw shall come into full force and effect upon the date of the third and final reading.

READ for a first time this 19 day of July, 2022 A.D.

READ for a second time this 19 day of July, 2022 A.D.

UNANIMOUS CONSENT RECEIVED FOR THIRD AND FINAL READING

READ for a third time this 19 day of July, 2022 A.D.


J. Johnson - Mayor

B. Magosse - CAO

BYLAW 676-22

SCHEDULE A

NOTICE TO MAINTAIN PROPERTY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

The condition of your property, specifically, per Section _____, located at _____, Lot(s) _____, Block _____, Plan _____, is in question, and you are being issued a formal letter regarding required remediation.

In order to keep the Village of Innisfree clean, attractive, and in a safe condition, and in accordance with the Unsightly Premises Bylaw No. 676-22, Section _____ the Village is asking your cooperation by maintaining your property. Maintenance may be done by methods outlined in this notice within _____ days of the mailing of this letter.

The questioned area regarding your property and the suggested remedy is as follows:

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

If the work is not completed by _____, the Village of Innisfree will have the work done by a contractor at the owner's expense. In addition to the contractor's bill, an Administrative Fee per lot will apply as per Schedule C.

Sincerely,

CAO - VILLAGE OF INNISFREE
Encl. Unsightly Premises Bylaw 676-22

JS Bm

BYLAW 676-22

SCHEDULE B

NOTICE OF ENTRY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

In accordance with Section 542 of the Municipal Government Act, you are hereby notified that an Inspector or Peace Officer will be entering onto the Property located at _____, Lot(s) _____, Block _____, Plan _____ on Date: _____.

In accordance with the Village of Innisfree's Unsightly Premises Bylaw No. 597-15, all costs incurred for any remedial action, including a \$75.00 Administration Fee per lot as per Schedule C will be the responsibility of the property owner and may be added to the tax roll.

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

Sincerely,

CAO - VILLAGE OF INNISFREE

Encl. Unsightly Premises Bylaw 696-22

JS Bm

BYLAW 676-22

SCHEDULE C

ADMINISTRATION FEE

As per Section 7.2:

Administration Fee for each lot requiring enforcement of Bylaw 676-22 is \$75.00

Request for Decision (RFD)

Topic: Signing Authorities Appointment
Initiated by: Administration
Attachments: None

Purpose(s):

1. To remove Therese Wiebe as a signing authority for all financial instruments', effective June 28, 2023.
2. To appoint Thelma Rogers as Interim Chief Administrative Officer, and Brooke Magosse as Interim Administrative Assistant, pursuant to *MGA*, Section 213(4.)

Background:

1. With the recent resignation of Interim CAO T. Wiebe, the Village must amend the signing authorities of the Village in order to continue business.

Key Issues/Concepts:

1. Council received a resignation from Interim CAO T. Wiebe on June 28, 2023.
2. Council appointed Thelma Rogers as the Interim CAO, effective June 29, 2023.
3. Council approved the hiring of Brooke Magosse as Interim Administrative Assistant, effective June 29, 2023.

Options:

1. That pursuant to Section 213(4) of the *Municipal Government Act*, financial instruments' signing authorities shall be one elected official being Mayor Even Raycraft or Councillor Deborah McMann or Councillor Jennifer Johnson and Interim Chief Administrative Officer T. Rogers or Administrative Assistant B. Magosse. Further that Interim Chief Administrative Officer T. Wiebe be removed as signing authority on all financial instruments for the Village of Innisfree.
2. That Council directs Administration in another manner.

Financial Implications: None identified.

Relevant Policy/Legislation:

1. *MGA*, s.213(4) Signing or Authorizing municipal documents.

Political/Public Implication(s): None identified.

Recommendation:

1. MOTION that pursuant to Section 213(4) of the *Municipal Government Act*, financial instruments' signing authorities shall be one elected official being Mayor Even Raycraft or Councillor Deborah McMann or Councillor Jennifer Johnson and Interim Chief Administrative Officer T. Rogers or Administrative Assistant B. Magosse. Further that Interim Chief Administrative Officer T. Wiebe be removed as signing authority on all financial instruments for the Village of Innisfree.

Request for Decision (RFD)

Topic: Proposed Amendment to the Two Hills Solid Waste Management Authority Agreement.

Initiated by: Admin/Recreation Park

Attachments: Proposed Village Letter to THSWMA

Purpose(s):

1. To review a proposed amendment to the existing Two Hills Regional Solid Waste Management Authority Agreement to facilitate the dumping of a 4 m³ container at the Birch Lake Campsite to mitigate the local bear population from tearing into the garbage at the Lake.

Background:

1. This spring/summer, the local area has experienced an increased number of black and cinnamon bears in the area. Particularly in the Park, due to campers and the amount of refuse generated, has encouraged the bears have become a constant presence in the Park.
2. The Recreation Manager consulted Alberta Fish & Game Officers and was advised the first step was for the municipality to mitigate the access to food; i.e. bear-proof lids on refuse containers.
3. Administration contacted THSWMA regarding the placement of bear-proof lids on the existing 4 m³ Bins; the Manager advised that EMW Metal Works in Two Hills constructed bear-proof lids. EMW was contacted and provided a metal, bear-proof lid to the Village of Innisfree for \$695.
4. The Innisfree Curling Club was contacted, and arrangements were made to utilize the bin at the Arena during winter months and at Birch Lake Recreation Park and Campground during the summer months.

Key Issues/Concepts:

1. The Village has a contract for specified Solid Waste Services from THRSWA that does not include pickup at Birch Lake. Per the THRSWA Manager, a letter, from the Village must be submitted for an amendment to the contract for services.
2. The steel, bear-proof lid is extremely heavy so has not been placed on the bin, until the Waste Services contract has been amended so that the Village Public Works Department can access the garbage to remove it from the bin, until the contract is amended.
3. Time is of the essence to mitigate the presence of bears in the campsite.

Options:

1. That Council direct Administration to send a request to Two Hills Solid Waste Management Authority to amend the existing Service Agreement to include the May to September pickup of a 4m³ bin with a bear-proof bin at the Innisfree Birch Lake Park & Campground located at 11-51-34 W4M.
2. That Council direct Administration in another manner.

Financial Implications:

1. Unknown at this time.

Relevant Policy/Legislation:

1. *MGA, s.3 "develop and maintain safe & viable communities"*
2. Per Direction from *Alberta Fish & Game* Officers

Political/Public Implication(s):

1. The mitigation of bears' presence in and around the campground should be positively viewed by residents and visitors alike.

Recommendation:

That Council direct Administration to send a request to Two Hills Solid Waste Management Authority to amend the existing Service Agreement to include the May to September pickup of a 4m³ bin with a bear-proof lid, at the Innisfree Birch Lake Park & Campground located at (Civic 50530 Highway 80) 11-51-34 W4M.

Request for Decision (RFD)

Topic: Purchase Zero Turn Lawnmower – Z760R ZTrak 2023

Initiated by: Administration/Recreation

Attachments: John Deere Quotes

Purpose(s):

To seek Council approval to direct Administration to replace the existing Toro Z-Master 740251 Mower located at the Birch Lake Campground with a new JD Z760 Z-Trak Mower.

Background:

1. Recreation Park Manager advised Administration that the existing Toro Mower has been deemed unsafe due to the following issues:
 - a. Missing safety shields (unavailable);
 - b. Numerous Mechanical Issues (ongoing);
 - c. Stability of Mower is unsafe; staff do not feel safe to operate the mower where there is any amount of slant/sloping to the mowing area.
 - d. Tag-out/Lock-out has been placed on machine pursuant to OH&S Regulations; the Tag cannot be removed until the repairs have been completed.
2. The amount of mowing required at the Park/Campground requires the provision of two mowers, for best operating practices.
3. The Village of Innisfree has a long-standing history with John Deere, as many of the Village's mowing equipment has been purchased through them.
4. The Village purchased a JD Z900 Zero Turn Mower from John Deere in 2021 for the Public Works Department and it is in excellent condition.
5. Birch Lake Campground has a JD Z530 (older model) in very good operating condition; however, it only has a 54-inch mowing deck.
6. The Village has a New Holland rough-cut mower that is towed by the New Holland Tractor and is utilized in the Ball Diamond area.
7. Administration recommends purchasing a Z760R Z-Trak 2023 Zero Turn Mower from John Deere, that is a commercial grade mower and has 27-Horsepower and a 60-inch mowing deck, per the attached John Deere Quote, with the RMA Canoe Procurement Discount is \$14,007; if the Village chose a model with airless tires, the discounted price would be \$15,307.
8. Upon approval to purchase a new Zero Turn Lawnmower, Administration recommends the Village should tender the existing Toro Mower for sale.

Key Issues/Concepts:

1. With the existing Toro Mower, the Employees do not feel safe nor comfortable operating it and due to the condition of the Mower it has been Tagged-Out/Locked-Out pursuant to OH&S Regulations.
2. In order to remove Tag-out/Lock-out Tag, the machine will have to be inspected and repaired to ensure the machine is safe to operate.
3. Purchase of a new Zero Turn Mower was not budgeted in the 2023 Capital Budget and will be considered as an unbudgeted expenditure.
4. Administration has reviewed the current 2023 Capital Budget, and there is currently about \$12,600 that will be unspent this year due to changes in priorities, etc.

Options:

1. As directed by Council.
2. That Council receive this item as information.
3. That Council approve the purchase of the Z760R ZTrak 2023 Zero Turn Lawnmower from John Deere at a cost of \$14,007
4. That Council direct Administration in another manner.

Financial Implications:

1. Unbudgeted Expenditure.
2. Non-utilized capital funding available in the amount of \$12,600, from the following projects:
 - a. Water Rehabilitation
Budgeted = \$48,000
Actual = \$42,400 (**Surplus = \$5,600**)
 - b. Sidewalk Assessment
Budgeted = \$10,000
Actual = \$3,000 (**Surplus = \$7,000**)
3. The sale of the existing Toro mower would offset some of the expense.

Relevant Policy/Legislation:

1. *OH&S Guidelines* – Lock-out/Tag-Out
2. Unbudgeted Expenditures Policy 1300-01
3. 2023 Capital Budget

Political/Public Implication(s): None identified.

Recommendation:

That Council approve the purchase of the Z760R ZTrak 2023 Zero Turn Lawnmower from John Deere at a cost of \$ 14,007.



JOHN DEERE



Quote Summary

Prepared For:

Village Of Innisfree
AB

Prepared By:

Deerland Equipment
Vladyslav Orlov
8599 - 112 Street

Fort Saskatchewan, AB T8L 3V3
Phone: 780-998-3249

vlad.o@deerland.ca

Quote ID: 29224718
Created On: 13 July 2023
Last Modified On: 13 July 2023
Expiration Date: 31 July 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z760R ZTRAK (AIR TIRES)	\$ 13,999.00 X	1 =	\$ 13,999.00
Equipment Total			\$ 13,999.00

Quote Summary

Equipment Total	\$ 13,999.00
Tire tax	\$ 8.00
SubTotal	\$ 14,007.00
GST/HST	\$ 700.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,707.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,707.35

Sales Person:X_____

Accepted By:X_____

Confidential



JOHN DEERE

Selling Equipment



Quote ID: 29224718

JOHN DEERE Z760R ZTRAK (AIR TIRES)

Hours:

Stock Number:

Code	Description	Qty
22A0TC	Z760R ZTRAK	1

Standard Options - Per Unit

001A	United States/Canada	1
1036	Pneumatic Turf Tire for 54 In. and 60 In. Decks	1
1504	60 In. High-capacity PRO Mower Deck	1

Other Charges

EnviroCrate	1
Setup	1



JOHN DEERE



Quote Summary

Prepared For:

Village Of Innisfree
AB

Prepared By:

Deerland Equipment
Vladyslav Orlov
8599 - 112 Street

Fort Saskatchewan, AB T8L 3V3
Phone: 780-998-3249

vlad.o@deerland.ca

Quote ID:	29224718
Created On:	13 July 2023
Last Modified On:	13 July 2023
Expiration Date:	31 July 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z760R ZTRAK (AIRLESS TWEELS)	\$ 15,299.00 X	1 =	\$ 15,299.00
Equipment Total			\$ 15,299.00

Quote Summary

Equipment Total	\$ 15,299.00
Tire tax	\$ 8.00
SubTotal	\$ 15,307.00
GST/HST	\$ 765.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 16,072.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,072.35

Sales Person: X _____

Accepted By: X _____

Confidential



JOHN DEERE

Selling Equipment



Quote ID: 29224718

JOHN DEERE Z760R ZTRAK (AIRLESS TWEELS)

Hours:

Stock Number:

Code	Description	Qty
22A0TC	Z760R ZTRAK	1

Standard Options - Per Unit

001A	United States/Canada	1
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1
1504	60 In. High-capacity PRO Mower Deck	1

Other Charges

EnviroCrate	1
Setup	1

VILLAGE OF INNISFREE COUNCIL COMMITTEE REPORT	
Committee Name:	AB Munis
Meeting Date & Time:	June 21, 2023 9-4
Attendees:	Many met in St. Paul
Discussion:	<p>Water Management Principles</p> <ul style="list-style-type: none"> ① Water is essential ② Water must be safe and reliable quality ③ In times of shortages, water for human health must be given priority ④ Decision-making should be clear, scientific and accurate ⑤ Should be based on risk management ⑥ Investment in water resources needs to be a priority with regional approaches and long term financial viability
Actions:	Seeking feedback - "Recommendations on the future of Intermunicipal Collaboration."
Future Items:	Consider funds deposited with AB Munis - good interest rates and flexible.
Submitted By:	<div style="display: flex; justify-content: space-between;"> <div> Debbie McMann PO Box 227 Innisfree AB T0B 2G0 </div> <div style="text-align: right;"> RECEIVED JUL 11 2023 </div> </div>

VILLAGE OF INNISFREE COUNCIL COMMITTEE REPORT	
Committee Name:	AB HUB AGM
Meeting Date & Time:	June 22, 2023 5:30 - 9:30
Attendees:	Many municipalities
Discussion:	<p>Reports - Financial - Executive Director</p> <p>Election of members of Board of Directors Jocelyn Lanovaz - Mannville was elected for Villages</p> <p>Guest Speaker - Angus Watt - excellent presentation - Terie sent out his power point - Be Sure to Watch it</p>
Actions:	- I see opportunity to grow our Village from this power point information
Future Items:	
Submitted By:	<div style="display: flex; justify-content: space-between;"> <div> Debbie McMann PO Box 227 Innisfree AB T0B 2G0 </div> <div style="text-align: right;"> RECEIVED JUL 11 2023 </div> </div>

Village of Innisfree
Monthly Financial Statement
Period Ending May 31, 2023

9.b.i

As per Books				
	General Operating	Tax Recovery Account (2015)	Municipal Grants	Capital Reserves
Previous Month Balance	111,135.21	497.80	980,802.17	212,128.39
Deposits	32,481.38	-		-
Transfer from Grants	-			-
Error Deposit	367.15			
Interest Received	477.01	2.07	4,081.75	882.80
Sub-Total	144,460.75	499.87	984,883.92	213,011.19
Less Disbursements (A/P & P/R)	87,198.93	-		-
ATB Monthly Fees	29.80			
ASFF quarterly	-			
TD Bank Monthly EFT Fee	25.00			
RBC Monthly EFT Fee	31.71			
Interac CC Fees	5.93			
Moneris machine fees	32.57			
Liberty Security - Monthly Fee	-			
Liberty Security - Monthly Fee	-			
Liberty Security - Monthly Fee	-			
Liberty Security - Monthly Fee	-			
WCB -	-			
Other	-			
AB Land Titles	90.00			
NSF Cheque	-			
NSF Cheque	-			
Sub-total Disbursements:	87,413.94	-	-	-
Month End Balance	57,046.81	499.87	984,883.92	213,011.19
Difference	- 845.28			

As Per Bank				
	General	Tax Recovery Account (2015)	Municipal Grants	Capital Reserves
Month End Balance	104,915.61	499.87	984,883.92	213,011.19
Deposits in transit	120.80			
Deposits in transit	112.88			
			-	-
			-	-
Sub-Total	105,149.29	499.87	984,883.92	213,011.19
Less Outstanding Cheques	47,257.20		-	-
Month End Balance	57,892.09	499.87	984,883.92	213,011.19

Outstanding Cheques					
Chq #	Amount	Chq#	Amount		NOTE:
403	160.00	20230223	19,654.37		104.95
20230145	323.75	20230224	316.26		88.83
20230165	87.06	20230225	3,638.10		538.62
20230201	7,813.00	20230226	968.62		732.40
20230214	235.00	20230227	504.00		112.88
20230215	2,178.46	20230229	357.00		845.28
20230216	130.00	20230230	350.00		
20230217	190.00	20230231	129.20		
20230218	2,713.35	20230236	1,250.00		
20230219	1,829.62	20230237	927.00		
20230220	294.37	20230238	165.38		
20230221	1,334.14	20230239	182.79		
20230222	1,525.73				
				Total O/S Chqs.	47,257.20

ALBERTA CENTRAL EAST WATER CORPORATION
Financial Statements
For The Year Ended December 31, 2022

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

Management is responsible for the preparation and presentation of the accompanying financial statements, including responsibility for significant accounting judgments and estimates in accordance with Canadian public sector accounting standards. The responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibility for the integrity and fairness of the financial statements, management designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded, and financial records are properly maintained to provide reliable information for the preparation of the financial statements.

The Board of Directors of the Corporation are composed entirely of individuals who are neither management nor employees of the Corporation. The Board of Directors have the responsibility of meeting with management and the external auditors to discuss the internal controls over the financial reporting process, auditing matters, and financial reporting issues. The Board of Directors are also responsible for the appointment of the Corporation's external auditor.

Metrix Group LLP, an independent firm of Chartered Professional Accountants, is appointed by the Board of Directors to audit the financial statements and to report directly to them. The external auditors have full and free access to and meet periodically and separately with the Board of Directors and management to discuss their audit findings.



Ms. Rhonda King, Manager

Kitscoty, Alberta
April 20, 2023

INDEPENDENT AUDITORS' REPORT

To the Members of Alberta Central East Water Corporation

Qualified Opinion

We have audited the financial statements of Alberta Central East Water Corporation (the "Corporation"), which comprise the statement of financial position as at December 31, 2022, and the statements of operations and accumulated surplus, changes in net financial assets, cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matter described in the *Basis for Qualified Opinion* section of our report, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at December 31, 2022, and the results of its operations and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Qualified Opinion

As discussed in Note 2 to the financial statements, no amortization has been provided in the financial statements, which constitutes a departure from Canadian public sector accounting standards. Amortization has not been recorded on the operational phases of the waterline as it is not practicable to determine the amount at this time.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

(continues)

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

METRIX GROUP LLP

Chartered Professional Accountants

Edmonton, Alberta

April 20, 2023

ALBERTA CENTRAL EAST WATER CORPORATION
Statement of Financial Position
As at December 31, 2022

	2022	2021
FINANCIAL ASSETS		
Cash	\$ 7,723,958	\$ 10,279,683
Trade and other accounts receivable (Note 3)	797,407	760,202
	<u>8,521,365</u>	<u>11,039,885</u>
LIABILITIES		
Accounts payable and accrued liabilities (Note 5)	533,585	1,864,717
Deferred revenue (Note 6)	4,980,554	6,585,944
Member share contributions (Note 7)	135	135
	<u>5,514,274</u>	<u>8,450,796</u>
NET FINANCIAL ASSETS	<u>3,007,091</u>	<u>2,589,089</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 4)	132,799,847	126,939,788
Prepaid expenses	14,780	14,520
	<u>132,814,627</u>	<u>126,954,308</u>
ACCUMULATED SURPLUS	<u>\$135,821,718</u>	<u>\$129,543,397</u>
CONTINGENT LIABILITY (Note 9)		
CONTRACTUAL OBLIGATIONS (Note 10)		

APPROVED ON BEHALF OF THE

 Chairperson

 Director

ALBERTA CENTRAL EAST WATER CORPORATION
Statement of Operations and Accumulated Surplus
For The Year Ended December 31, 2022

	2022 (Budget) (Note 11)	2022 (Actual)	2021 (Actual)
WATER REVENUE			
Water sales - members (Note 8)	\$ 2,910,190	\$ 3,042,440	\$ 2,884,570
Water sales - private connections (Note 8)	11,000	25,014	33,292
Sale of contract water	-	2,134	6,390
	<u>2,921,190</u>	<u>3,069,588</u>	<u>2,924,252</u>
COST OF SALES			
Cost of water	1,892,210	1,835,433	1,795,244
Electricity	216,340	297,505	206,888
Chemicals	43,268	46,129	46,080
Water rebate	600	-	599
	<u>2,152,418</u>	<u>2,179,067</u>	<u>2,048,811</u>
GROSS PROFIT	<u>768,772</u>	<u>890,521</u>	<u>875,441</u>
OTHER REVENUES			
Interest	-	42,217	31,345
Municipal contributions for Board fees (Note 8)	30,000	43,492	22,110
Recovery	-	3,880	15,175
Vault maintenance fee (Note 8)	23,000	8,500	7,350
	<u>53,000</u>	<u>98,089</u>	<u>75,980</u>
EXPENSES			
Contracted services - operations	243,000	233,866	243,411
Repairs, maintenance and supplies	233,500	157,645	210,490
Professional fees	62,000	39,500	79,425
Contracted services - management	50,000	48,222	39,605
Board of Directors	30,000	40,294	22,110
Insurance	15,000	18,412	17,810
Utilities	12,000	20,773	15,120
Telephone	12,000	13,904	14,267
Computer	12,000	13,805	6,264
Other operational	1,300	6,644	8,449
Interest and bank charges	-	-	107
	<u>670,800</u>	<u>593,065</u>	<u>657,058</u>
SURPLUS FROM OPERATIONS	<u>150,972</u>	<u>395,545</u>	<u>294,363</u>

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION
Statement of Operations and Accumulated Surplus (continued)
For The Year Ended December 31, 2022

	2022 (Budget) (Note 11)	2022 (Actual)	2021 (Actual)
SURPLUS FROM OPERATIONS	150,972	395,545	294,363
OTHER INCOME			
Government transfers for capital (<i>Schedule 2</i>)	-	5,882,776	5,644,705
ANNUAL SURPLUS	150,972	6,278,321	5,939,068
ACCUMULATED SURPLUS - BEGINNING OF YEAR	129,543,397	129,543,397	123,604,329
ACCUMULATED SURPLUS - END OF YEAR	\$129,694,369	\$135,821,718	\$129,543,397

ALBERTA CENTRAL EAST WATER CORPORATION
Statement of Changes in Net Financial Assets
For The Year Ended December 31, 2022

	2022 (Budget) (Note 11)	2022 (Actual)	2021 (Actual)
ANNUAL SURPLUS	\$ 150,972	\$ 6,278,321	\$ 5,939,068
Purchase of tangible capital assets	-	(5,860,059)	(5,635,030)
Decrease (increase) in prepaid expenses	-	(260)	(2,252)
	-	(5,860,319)	(5,637,282)
INCREASE IN NET FINANCIAL ASSETS	150,972	418,002	301,786
NET FINANCIAL ASSETS - BEGINNING OF YEAR	2,589,089	2,589,089	2,287,303
NET FINANCIAL ASSETS - END OF YEAR	\$ 2,740,061	\$ 3,007,091	\$ 2,589,089

ALBERTA CENTRAL EAST WATER CORPORATION
Statement of Cash Flows
For The Year Ended December 31, 2022

	2022	2021
OPERATING ACTIVITIES		
Annual surplus	\$ 6,278,321	\$ 5,939,068
Changes in non-cash working capital:		
Trade and other accounts receivable	(37,205)	(185,053)
Prepaid expenses	(260)	(2,252)
Accounts payable and accrued liabilities	(1,331,132)	1,439,629
Deferred revenue	(1,605,390)	5,258,222
	(2,973,987)	6,510,546
	3,304,334	12,449,614
INVESTING ACTIVITY		
Purchase of tangible capital assets	(5,860,059)	(5,635,030)
INCREASE (DECREASE) IN CASH FLOWS	(2,555,725)	6,814,584
CASH - BEGINNING OF YEAR	10,279,683	3,465,099
CASH - END OF YEAR	\$ 7,723,958	\$ 10,279,683

ALBERTA CENTRAL EAST WATER CORPORATION
Schedule of Changes in Accumulated Surplus
For The Year Ended December 31, 2022

(Schedule 1)

	Unrestricted Surplus	Restricted Operating Reserve	Restricted Capital Reserve	Equity in Tangible Capital Assets	2022	2021
BALANCE -						
BEGINNING OF YEAR	\$ 139,600	\$ 1,964,005	\$ 500,004	\$126,939,788	\$129,543,397	\$123,604,329
Annual surplus	6,278,321	-	-	-	6,278,321	5,939,068
Unrestricted funds designated for future use	(337,000)	287,000	50,000	-	-	-
Restricted funds utilized	-	-	-	-	-	-
Purchase of tangible capital assets	(5,860,059)	-	-	5,860,059	-	-
BALANCE - END OF YEAR	\$ 220,862	\$ 2,251,005	\$ 550,004	\$132,799,847	\$135,821,718	\$129,543,397

The accompanying notes are an integral part of these financial statements.

ALBERTA CENTRAL EAST WATER CORPORATION
Schedule of Government Transfers
(Schedule 2)
For The Year Ended December 31, 2022

	2022 (Budget) (Note 11)	2022 (Actual)	2021 (Actual)
Capital			
Provincial government	\$ -	\$ 5,292,138	\$ 5,080,235
Local governments	-	590,638	564,470
	<u>\$ -</u>	<u>\$ 5,882,776</u>	<u>\$ 5,644,705</u>

ALBERTA CENTRAL EAST WATER CORPORATION

Notes to Financial Statements

Year Ended December 31, 2022

1. NATURE OF OPERATIONS

Alberta Central East Water Corporation (the "Corporation") is a municipality owned corporation that supplies high quality potable water to the municipalities in the Counties of Minburn, Two Hills, and Vermillion River.

The Corporation is owned by the 11 member municipalities with ownership of shares held in proportion to the population of the member municipalities. The proportionate share is currently based on the 2016 Federal Census.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of presentation

The financial statements were prepared in accordance with Canadian public sector accounting standards. A summary of significant accounting policies are as follows:

(b) Revenue recognition

i) Government transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized as revenue in the period in which the events giving rise to the transfer occurred, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made. Government transfers received in advance are deferred and recorded as revenue in the period in which they relate.

ii) Water sales and other revenue

Water and other sources of revenue are recognized in the period in which the goods are sold or the service is delivered, and when received or receivable if the amounts to be received can be reasonably estimated and collection is reasonably assured.

(c) Financial instruments

Measurement of financial instruments

The Corporation initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instruments.

The Corporation subsequently measures all its financial assets and financial liabilities at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in the statement on operations.

Financial assets measured at amortized cost include cash and cash equivalents, and trade and other accounts receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

The Corporation has no financial assets measured at fair value.

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION

Notes to Financial Statements

Year Ended December 31, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

(c) Financial instruments *(continued)*

Impairment

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of the write-down is recognized in the excess of revenue over expenses. The previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income.

Transaction costs

The Corporation recognizes its transaction costs in the excess of revenue over expenses in the period incurred. The carrying amount of the financial instruments that will not be subsequently measured at fair value is reflected in the transaction costs that are directly attributable to their organization, issuance or assumption.

(d) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development, or betterment of the asset.

ii) Prepaid expenses

Prepaid expenses include pre-payments on goods and services which will be utilized in the future fiscal years.

(e) Measurement uncertainty

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenditure during the period. Where measurement uncertainty exists, the consolidated financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

Trade and other accounts receivable are stated after evaluation as to their collectibility and an appropriate allowance for doubtful accounts is provided where considered necessary.

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION

Notes to Financial Statements

Year Ended December 31, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

(f) Future accounting standard pronouncements

The following summarizes upcoming changes to Canadian public sector accounting standards. The Corporation will continue to assess the impact and prepare for the adoption of these standards.

i) *Financial statement presentation*

PS 1201, *Financial statement presentation*, requires a new statement of re-measurement gains and losses separate from the statement of operations. Included in this new statement are the unrealized gains and losses arising from the re-measurement of financial instruments and items denominated in foreign currencies, as well as the government's proportionate share of other comprehensive income that arises when a government includes the results of government business enterprises and partnerships. This standard is applicable for fiscal years beginning on or after April 1, 2022.

ii) *Foreign currency translation*

PS 2601, *Foreign currency translation*, requires that monetary assets and liabilities denominated in a foreign currency be adjusted to reflect the exchange rates in effect at the financial statement dates. Unrealized gains and losses are to be presented in the new statement of re-measurement gains and losses. This standard must be adopted in conjunction with PS 2601 and PS 3450 and is applicable for fiscal years beginning on or after April 1, 2022.

iii) *Portfolio investments*

PS 3041, *Portfolio investments*, has removed the distinction between temporary and portfolio investments and amended to conform to PS 3405. This standard must be adopted in conjunction with PS 1201, PS 2601, and PS 3450 and is applicable for fiscal years beginning on or after April 1, 2022.

iv) *Financial instruments*

PS 3450, *Financial instruments*, established recognition, measurement and disclosure requirements for derivative and non-derivative financial instruments. The standard requires fair value measurement of derivative and equity instruments; all other financial instruments can be measured at cost/amortized cost or fair value at the election of the government. Unrealized gains and losses are presented in a new statement of re-measurement gains and losses. There is the requirement to disclose the nature and extent of risks arising from financial instruments and clarification is given for the de-recognition of financial liabilities. This standard is applicable for fiscal years beginning on or after April 1, 2022.

v) *Asset retirement obligations*

PS 3280, *Asset retirement obligations*, establishes standards on how to account and report for legal obligations associated with the retirement of certain tangible capital assets including solid waste landfill sites. As a result, PS 3270, Solid Waste Landfill Closure and Post-Closure Liability has been withdrawn but will remain in effect until the adoption of PS 3280. This standard is applicable for fiscal years beginning on or after April 1, 2022.

vi) *Public private partnerships*

PS 3160, *Public private partnerships*, establishes standards on how to account for public private partnership arrangements (recognition of infrastructure assets and the corresponding liability to the private partnership) along with the disclosure and presentation requirements. This standard is applicable to fiscal years beginning on or after April 1, 2023.

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION
Notes to Financial Statements
Year Ended December 31, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(f) Future accounting standard pronouncements (continued)

vii) Revenues

PS 3400, *Revenue*, establishes standards on how to account for and report revenue differentiating between revenue arising from transactions that include performance obligations and transactions that do not. This standard is applicable to fiscal years beginning on or after April 1, 2023.

viii) Purchased Intangible Assets

PSG-8, *Purchased Intangible Assets*, provides guidance regarding the recognition, measurement, and disclosure of purchased intangible assets in relation to the conceptual framework for financial reporting in the public sector. This guideline is applicable to fiscal years beginning on or after April 1, 2023.

3. TRADE AND OTHER ACCOUNTS RECEIVABLE

	2022	2021
Trade receivables due from member municipalities	\$ 436,545	\$ 467,478
Goods and Services Tax recoverable	360,862	286,333
Other accounts receivable	-	6,391
	<u>\$ 797,407</u>	<u>\$ 760,202</u>

4. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated amortization	2022 Net book value	2021 Net book value
Engineered structures	\$132,760,977	\$ -	\$132,760,977	\$126,900,918
Buildings	38,870	-	38,870	38,870
	<u>\$132,799,847</u>	<u>\$ -</u>	<u>\$132,799,847</u>	<u>\$126,939,788</u>

5. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	2022	2021
Trade and other accrued liabilities	\$ 531,804	\$ 1,408,450
Holdback liability	1,782	410,138
Payable to other governments	-	46,129
	<u>\$ 533,586</u>	<u>\$ 1,864,717</u>

ALBERTA CENTRAL EAST WATER CORPORATION**Notes to Financial Statements****Year Ended December 31, 2022****6. DEFERRED REVENUE**

	2022	2021
Regional water system funding - Provincial government	\$ 2,548,540	\$ 5,063,142
Regional water system funding - Member municipalities	2,407,589	1,498,377
Water supply evaluation grant	24,425	24,425
	<u>\$ 4,980,554</u>	<u>\$ 6,585,944</u>

Included in the Corporation's deferred revenue are government transfers which are restricted to eligible projects as approved under the funding agreement.

7. MEMBER SHARE CONTRIBUTIONS

Authorized:

Unlimited Class A common voting shares
 Unlimited Class B common voting shares
 Unlimited Class C common voting shares
 Unlimited Class D common non-voting shares
 Unlimited Class E common non-voting shares
 Unlimited Class F common non-voting shares
 Unlimited Class G preferred non-voting shares
 Unlimited Class H preferred non-voting shares
 Unlimited Class I preferred non-voting shares

	2022	2021
Issued:		
2,885 Class A common shares - Town of Vermillion	\$ 29	\$ 29
1,562 Class A common shares - County of Two Hills No.21	15	15
1,449 Class A common shares - County of Vermillion River	16	16
1,211 Class A common shares - Town of Two Hills	12	12
1,119 Class A common shares - County of Minburn No.27	11	11
854 Class A common shares - Village of Mannville	9	9
796 Class A common shares - Village of Kitscoty	8	8
601 Class A common shares - Village of Marwayne	6	6
395 Class A common shares - Village of Myrnam	4	4
255 Class A common shares - Village of Innisfree	3	3
200 Class A common shares - Village of Paradise Valley	2	2
1,959 Class D common shares - Town of Vermillion	20	20
	<u>\$ 135</u>	<u>\$ 135</u>

ALBERTA CENTRAL EAST WATER CORPORATION
Notes to Financial Statements
Year Ended December 31, 2022

8. RELATED PARTY TRANSACTIONS

The following is a summary of the Corporation's related party transactions and balances.

	2022	2021
County of Minburn No.27		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 57,875	\$ 53,896
Water sales - Private connections	6,893	8,436
Vault maintenance fees	5,100	5,100
Municipal contributions for Board fees	3,624	2,010
Capital requisition	124,500	166,000
Receivable by the Corporation	8,760	5,000
County of Two Hills No.21		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 116,848	\$ 113,489
Water sales - Private connections	14,985	24,856
Vault maintenance fees	2,400	2,250
Municipal contributions for Board fees	3,624	2,010
Capital requisition	173,550	231,400
Receivable by the Corporation	31,976	20,932
Payable by the Corporation	210	366
County of Vermillion River		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 214,644	\$ 137,970
Water sales - private connections	3,136	-
Vault maintenance fees	1,000	-
Municipal contributions for Board fees	7,245	2,010
Capital requisition	184,650	246,200
Receivable by the Corporation	50,215	46,895
Payable by the Corporation	229	7,000
Town of Two Hills		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 319,091	\$ 364,558
Municipal contributions for Board fees	3,624	2,010
Capital requisition	134,400	179,200
Receivable by the Corporation	111,093	24,737
Town of Vermillion		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 1,666,667	\$ 1,524,569
Municipal contributions for Board fees	3,624	2,010
Capital requisition	538,350	717,800
Receivable by the Corporation	144,437	237,629

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION
Notes to Financial Statements
Year Ended December 31, 2022

8. RELATED PARTY TRANSACTIONS (continued)

	2022	2021
Village of Innisfree		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 46,073	\$ 55,735
Municipal contributions for Board fees	3,624	2,010
Capital requisition	28,050	37,400
Receivable by the Corporation	4,067	5,701
Village of Kitscoty		
<i>Shareholder of the Corporation</i>		
Village of Kitscoty	\$ 173,386	\$ 174,471
Municipal contributions for Board fees	3,624	2,010
Capital requisition	88,650	118,200
Receivable by the Corporation	17,273	26,758
Village of Mannville		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 258,228	\$ 252,736
Municipal contributions for Board fees	3,624	2,010
Capital requisition	94,800	126,400
Receivable by the Corporation	19,773	21,972
Village of Marwayne		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 117,256	\$ 138,105
Municipal contributions for Board fees	3,624	2,010
Capital requisition	66,750	89,000
Receivable by the Corporation	12,080	25,802
Village of Myrnam		
<i>Shareholder of the Corporation</i>		
Water sales	\$ 72,374	\$ 69,043
Municipal contributions for Board fees	3,624	2,010
Capital requisition	44,100	58,800
Receivable by the Corporation	9,591	20,642

(continues)

ALBERTA CENTRAL EAST WATER CORPORATION
Notes to Financial Statements
Year Ended December 31, 2022

8. RELATED PARTY TRANSACTIONS (continued)

	2022	2021
Village of Paradise Valley		
<i>Shareholder of the Corporation</i>		
Municipal contributions for Board fees	\$ 3,624	\$ 2,010
Capital requisition	22,050	29,400
Transfers from the Corporation	-	(6,750)
Receivable by the Corporation	25,674	31,410

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

9. CONTINGENT LIABILITY

The Corporation is a member of the Genesis Reciprocal Insurance Exchange ("GENESIS"). Under the terms of the membership, the Corporation could become liable for its proportionate share of any claim losses in excess of funds held by GENESIS. Any liability incurred would be accounted as a current transaction in the year the losses are determined.

10. CONTRACTUAL OBLIGATIONS

As at December 31, 2022, the Corporation has two contracts for the operation and maintenance of the water transfer and treatment stations.

In addition, the Corporation has also entered into contracts for the management of the Corporation's daily operations.

The operational contracts have no set annual fees and are set to end between as late as May 2025.

11. BUDGET

The budget presented in these financial statements are based on the budget approved by the Board of Directors on December 8, 2021. The Corporation compiles the budget with the inclusion of transfers to and from reserves. The reconciliation below adjusts excess revenue over expenses to align with the budget process. It should not be used as a replacement for the statement of operations and accumulated surplus. Users should note that this information may not be appropriate for their purposes.

	2022 (Budget)	2022 (Actual)
Annual surplus	\$ 150,972	\$ 6,269,414
Transfers to reserves	(120,000)	(128,500)
Purchase of tangible capital assets	-	(5,860,059)
Results of Operations as Budgeted	\$ 30,972	\$ 280,855

ALBERTA CENTRAL EAST WATER CORPORATION

Notes to Financial Statements

Year Ended December 31, 2022

12. FINANCIAL INSTRUMENTS

The Corporation is exposed to various risks through its financial instruments. The following analysis provides information about the Corporation's risk exposure and concentration as of December 31, 2022.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Corporation is exposed to credit risk from customers.

As at December 31, 2022, two customers accounted for 59% (2021 - two customers accounted for 60%) of the trade receivable balance. The Corporation believes that there is no unusual exposure associated with the collection of these receivables.

In order to reduce its credit risk, the Corporation reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information.

It is management's opinion that the Corporation is not exposed to significant liquidity, market, interest rate, currency, or other price risk arising from these financial instruments.

Unless otherwise noted, it is management's opinion that the Corporation is not exposed to significant other price risks arising from these financial instruments.



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR111593

July 7, 2023

His Worship Evan Clarence Raycraft
Mayor
Village of Innisfree
PO Box 69
Innisfree AB T0B 2G0

Dear Mayor Raycraft:

Further to my predecessor's letter of March 2, 2023, a strong partnership between the province and local governments remains a key priority for the Government of Alberta. To that end, I am pleased to confirm the allocation amounts to your community for the Municipal Sustainability Initiative (MSI) Capital and Operating programs, and the Canada Community-Building Fund (CCBF) program.

For the Village of Innisfree:

- The **2023 MSI Capital allocation is \$62,920.**
- The **2023 MSI Operating allocation is \$73,536**, double the 2022 allocation amount.
- The **2023 CCBF allocation is \$50,000.**

MSI and CCBF funding amounts for all municipalities and Metis Settlements are posted on the Government of Alberta website at open.alberta.ca/publications.

I look forward to working together with you to support your local infrastructure and operating needs, and building strong, vibrant communities across Alberta.

Sincerely,

Ric McIver
Minister

cc: Terri Wiebe, Interim Chief Administrative Officer, Village of Innisfree

Village of Innisfree (CAO)

From: ACP.Grants@gov.ab.ca
Sent: July 13, 2023 11:59 AM
To: Village of Innisfree (CAO)
Subject: 2023/24 Alberta Community Partnership Program Launch

Our government is committed to supporting strong, resilient communities where Albertans and businesses succeed. The Alberta Community Partnership (ACP) enables municipalities and Metis Settlements to collaborate with their neighbours on local and regional priorities. This is particularly important as we work together to move Alberta's economy forward.

I am pleased to advise that applications are now being accepted for all components under the 2023/24 ACP program. Applications must be submitted through ACP Online; access is through MAConnect at www.maconnect.alberta.ca.

Please note the application deadlines for each component are as follows:

Municipal Internship - October 1, 2023
Intermunicipal Collaboration - October 2, 2023
Municipal Restructuring - January 15, 2024
Mediation and Cooperative Processes - February 1, 2024
Strategic Initiatives - February 1, 2024

Details on the above and other program updates, including guidelines, are available at www.alberta.ca/alberta-community-partnership.aspx.

I look forward to continuing to work with you to strengthen Alberta's communities.

Sincerely,

Ric McIver
Minister