

**AGENDA FOR THE REGULAR MEETING OF
THE COUNCIL OF THE TOWN OF ONOWAY
HELD ON THURSDAY, OCTOBER 15, 2020 AT THE ONOWAY CIVIC CENTRE
COMMENCING AFTER THE ORGANIZATION MEETING**

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- as is, or with additions or deletions

Pg 1-4 **3. ADOPTION OF MINUTES** – October 1, 2020 Regular Council Meeting

4. APPOINTMENTS/PUBLIC HEARINGS – n/a

Pg 5-6 **5. FINANCIAL REPORTS** – Revenue and Expense Report dated September 30, 2020

6. POLICIES & BYLAWS – n/a

7. ACTION ITEMS

- Pg 7-12
- a) Rezoning of 5459 Lac Ste. Anne Trail North – please refer to the attached report from Development Officer Tony Sonnleitner, further to your appointment at the last Council meeting with the resident/owner. The recommendation from the Development Officer is that Council deny the request to redistrict the Lands from Industrial to the Urban Reserve district. Further to direction at our last council meeting, a request was forwarded to Lac Ste. Anne County for a joint meeting to discuss this property with respect to drainage and zoning and such request was denied by Lac Ste. Anne County (email from Reeve Blakeman). *(for discussion and direction of Council at meeting time)*

b) Tax Penalties – in recognition of the extreme circumstances resulting from the COVID-19 pandemic and resulting hardships faced by property owners, at the April 16, 2020, Council meeting, the following motions were passed:

- Extended the tax due date from June 30 to September 30 for the 2020 year only
- Revised the 2020 penalty structure as follows: October 1, 2020 – 10%; November 1, 2020 – 5%; December 1, 2020 – 5%; January 1, 2021 – 15% all outstanding taxes

In previous years, the penalty structure was: July 1 – 10%; August 1 – 2%; September 1 – 2%; October 1 – 2%; November 1 – 2%; December 1 – 2% and January 1 – 15% all outstanding taxes

The office has received three verbal requests to consider adjusting the October 1 2020 10% penalty. *(for discussion and direction of Council at meeting time)*

Pg 13-31
c) Wastewater Treatment Services Agreement between the Town of Onoway and Lac Ste. Anne County; Summer Village of Sandy Beach and Summer Village of Sunrise Beach – attached is an agreement drafted by Brownlee LLP and a request from Lac Ste. Anne County for a meeting with the Darwell Lagoon Commission. Proposed dates to meet are: Monday October 19 or Thursday, October 22. The Town currently has Deputy Mayor Lynne Tonita as the representative with Councillor Jeff Mickle as the alternate on the Regional Wastewater Line Committee. At today's organizational meeting, two representatives will be established as per the Lagoon Commission's request. *(to choose a date for the meeting between the parties; as well as discussion and direction regarding the Agreement at meeting time)*

Pg 32-33
d) Alberta Urban Municipalities Association (AUMA) Elected Officials Education Program – Municipal Corporate Planning and Finance – please refer to the October 6, 2020 email from the AUMA offering this course for four Thursdays between October 15 and October 22. *(to approve the participation of Council at this course)*

Pg 34-37
e) Municipal Operating Support Transfer (MOST) Memorandum of Agreement - attached is a copy of an agreement between the Town of Onoway and the Government of Alberta for funding to offset the costs to the municipality resulting from the pandemic *(to approve the agreement and ratify the execution of the agreement between the Town of Onoway and the Minister of Municipal Affairs)*

f)

g)

h)

8. COUNCIL, COMMITTEE & STAFF REPORTS

a) Mayor's Report

b) Deputy Mayor's Report

c) Councillor's Reports (x 3)

d) CAO Report

- emergency management training dates November 24/25

- Foundry program initiative

Pg 38

- Shop the County

- Snow sculpting

e) Public Works Report

9. INFORMATION ITEMS

Pg 39-46

a) Lac Ste. Anne County – 12SUB2020 - Proposed Subdivision of NW 34-54-02 W5M
-Subdivision referral resulting in 2 parcels

Pg 47-49

b) Alberta Emergency Management Agency (AEMA) – October 2, 2020 email from Scott Long advising he has been appointed as the Acting Managing Director of AEMA

Pg 50-53

c) GROWTH Alberta – October 4, 2020 news release advising that operations have been suspended due to the lack of a funding agreement with the Government of Alberta

Pg 54-57

d) Community Futures Yellowhead East – June 18, 2020 Board meeting minutes

Pg 58

e) MLA Shane Getson – September 28, 2020 letter from MLA Getson advising that Onoway will receive \$109,195.00 in MOST funding to address financial impacts caused by the pandemic

P959-60 f) An Evening to Remember – Honouring Lives Lost to Suicide – November 13, 2020
virtual event to honour those we lost to suicide

g)

h)

i)

10. CLOSED SESSION – n/a

11. ADJOURNMENT

12. UPCOMING EVENTS:

- November 5, 2020 – Regular Council Meeting 9:30 a.m.
- November 19, 2020 – Regular Council Meeting 9:30 a.m.
- December 3, 2020 – Regular Council Meeting 9:30 a.m.
- December 17, 2020 – Regular Council Meeting 9:30 a.m.
- January 7, 2021 – Regular Council Meeting 9:30 a.m.
- January 21, 2021 – Regular Council Meeting 9:30 a.m.

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, OCTOBER 1, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

	PRESENT	<p>Mayor: Judy Tracy Deputy Mayor: Lynne Tonita Councillor: Lisa Johnson Councillor: Pat St. Hilaire Administration: Wendy Wildman, Chief Administrative Officer Jason Madge, Assistant Chief Administrative Officer/Public Works Manager Debbie Giroux, Recording Secretary</p>
	ABSENT	Councillor: Jeff Mickle
1.	CALL TO ORDER	Mayor Judy Tracy called the meeting to order at 9:35 a.m.
2.	AGENDA Motion #287/20	<p>MOVED by Councillor Pat St. Hilaire that Council adopt the agenda of the regular Council meeting of Thursday, October 1, 2020 with the following addition:</p> <p>7e) Elected Officials Education Program (EOEP) – Regional Partnerships and Collaboration – Ratify attendance of Mayor</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES Motion #288/20	<p>MOVED by Deputy Mayor Lynne Tonita that the minutes of the Thursday, September 17, 2020 regular Council meeting be adopted, as presented.</p> <p style="text-align: right;">CARRIED</p>
	Motion #289/20	<p>MOVED by Councillor Lisa Johnson that the minutes of the September 17, 2020 Public Hearing on the Municipal Development Plan be adopted, as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	APPOINTMENTS/PUBLIC HEARINGS	Community Peace Officer (CPO) Dallas Choma attended the Council meeting at 9:35 a.m. to 10:05 a.m. to discuss Animal Control Bylaws 634-05 and 615-04.
6.	POLICIES & BYLAWS Motion #290/20	<p>MOVED by Councillor Lisa Johnson that CPO Choma work with Administration to draft appropriate amendments to the Town's Animal Control Bylaw and bring the Bylaw back to a future meeting for further discussion with Council.</p> <p style="text-align: right;">CARRIED</p> <p>CPO Choma left the meeting at 10:05 a.m. Council recessed from 10:05 a.m. until 10:10 a.m.</p>

TOWN OF ONOWAY
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4.	APPOINTMENTS/PUBLIC HEARINGS	<p>Tony Sonnleitner, Onoway Development Officer, joined the meeting by telephone at 10:10 a.m.</p> <p>Tyler Cust attended the meeting at 10:10 a.m. to discuss the land use districting which took place in 2013 and the impact on his ability to sell his property (5459 Lac Ste. Anne Trail North) in 2020. Tyler Cust left the meeting at 10:45 a.m.</p> <p>Motion #291/20 MOVED by Mayor Judy Tracy that the Cust property zoning matter be deferred to the next meeting, Administration to invite Lac Ste. Anne County Council to meet with the Town of Onoway at their October 15 Council meeting, and further that Tony Sonnleitner prepare a written report outlining options with a map for review at this meeting.</p> <p style="text-align: right;">CARRIED</p> <p>Motion #292/20 MOVED by Deputy Mayor Lynne Tonita that the subdivision application request from Jane Holman regarding her subdivision be approved providing the wording of the subdivision approval include a stipulation that the resident must hook up to municipal water and sewer once it becomes available for that property.</p> <p style="text-align: right;">CARRIED</p> <p>Tony Sonnleitner left the meeting at 11:10 a.m.</p>
5.	FINANCIAL REPORTS	n/a
6.	POLICIES & BYLAWS Motion #293/20	<p>MOVED by Councillor Pat St. Hilaire that Council accept the draft changes to Policy 5.2 - Rates for Use of Town Workers for information and Administration bring the policy back to a future Council meeting for further review of the changes.</p> <p style="text-align: right;">CARRIED</p>
7.	ACTION ITEMS Motion #294/20	<p>MOVED by Deputy Mayor Lynne Tonita that Administration complete the survey received from the Interim Alberta Police Advisory Board regarding 2021/22 provincial policing priorities as directed by Council.</p> <p style="text-align: right;">CARRIED</p> <p>Council recessed from 11:55 a.m. to 12:05 p.m.</p>
	Motion #295/20	<p>MOVED by Councillor Pat St. Hilaire that Administration begin the planning to hold a Christmas Light Up celebration on Friday, November 20, 2020 from 5:30 p.m. to 8:30 p.m.</p> <p style="text-align: right;">CARRIED</p>



TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
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COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

DRAFT

	<p>Motion #296/20</p> <p>Motion #297/20</p> <p>Motion #298/20</p>	<p>MOVED by Councillor Pat St. Hilaire that the Town advertise for Committee members to serve on a Centennial Celebration Committee to assist with preparations for Onoway's celebration in June, 2023.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that Council increase the FortisAlberta Franchise Fee Agreement percentage to 9.5% (currently 7.5%) effective as of 2021.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Councillor Pat St. Hilaire that the participation of Mayor Judy Tracy in the Elected Officials Education Program (EOEP) for Regional Partnerships and Collaboration be ratified.</p> <p style="text-align: right;">CARRIED</p>
8.	<p>COUNCIL, COMMITTEE & STAFF REPORTS</p> <p>Motion #299/20</p> <p>Motion #300/20</p>	<p>MOVED by Mayor Judy Tracy that Public Works remove the washrooms from Elks Park because of continual vandalism.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that the verbal Council reports and the written and verbal reports from the Chief Administrative Officer and Public Works Manager be accepted for information as presented.</p> <p style="text-align: right;">CARRIED</p>
9.	<p>INFORMATION ITEMS</p> <p>Motion #301/20</p>	<p>MOVED by Councillor Pat St. Hilaire that Council accept the following items for information as presented:</p> <p>a) Provincial Assessment Model Review – September 8, 2020 letter to Honourable Tracy Allard, Minister of Municipal Affairs, from Janet Jabush, Mayor, Town of Mayerthorpe, Joe Blakeman, Reeve, Lac Ste. Anne County; Jim Benedict, Mayor, Village of Alberta Beach, Judy Tracy, Mayor, Town of Onoway, Bernie Poulin (representing Summer Villages)</p> <p>b) North Zone Update on COVID-19 – September 25, 2020 update from Alberta Health Services</p> <p>c) HWY 43 East Waste Commission – September 24, 2020 email from Stacey Wagner, Lac Ste. Anne County, providing Audited Financial Statements</p> <p>d) Parents Empowering Parents (PEP) Society – September 17, 2020 email asking for information regarding their Society to be shared with residents</p>

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		<p>e) FortisAlberta Proposed 2021 Rate Filing – September 17, 2020 letter regarding proposed FortisAlberta 2021 Distribution Rates (increases) pending approval of the Alberta Utilities Commission (AUC)</p> <p>f) Lac Ste. Anne Foundation – July 22, 2020 Board meeting minutes</p> <p>g) Town of Onoway Development Permit 20DP06-24 – approval for demolition of an existing fourplex at 5139 – 49 Avenue</p> <p style="text-align: right;">CARRIED</p>															
10.	CLOSED SESSION	n/a															
11.	ADJOURNMENT	As all matters on the agenda have been addressed, Mayor Judy Tracy declared the meeting adjourned at 12:25 p.m.															
12.	UPCOMING EVENTS	<table> <tr> <td>October 15, 2020</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>November 5, 2020</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>November 19, 2020</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>December 3, 2020</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> <tr> <td>December 17, 2020</td> <td>Regular Council Meeting</td> <td>9:30 a.m.</td> </tr> </table>	October 15, 2020	Regular Council Meeting	9:30 a.m.	November 5, 2020	Regular Council Meeting	9:30 a.m.	November 19, 2020	Regular Council Meeting	9:30 a.m.	December 3, 2020	Regular Council Meeting	9:30 a.m.	December 17, 2020	Regular Council Meeting	9:30 a.m.
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 Mayor Judy Tracy

 Debbie Giroux
 Recording Secretary

(4)



TOWN OF ONOWAY

Revenue & Expense

30-Sep-20

Description	2020 Actual	2020 Budget
TOTAL TAXATION REVENUE	(1,585,022.07)	(1,585,879.21)
TOTAL REQUISITIONS	157,836.05	343,102.21
TAX REVENUE AVAILABLE FOR MUNI	(1,427,186.02)	(1,242,777.00)
TOTAL GENERAL REVENUE	(93,139.28)	(104,700.00)
TOTAL LEGISLATIVE EXPENSE	81,583.91	118,931.00
SURPLUS/DEFICIT LEGISLATIVE	81,583.91	118,931.00
TOTAL ADMIN REVENUE	(64,515.60)	(189,059.00)
TOTAL ADMIN EXPENSE	551,421.87	715,040.00
SURPLUS/DEFICIT ADMIN	486,906.27	525,981.00
TOTAL FIRE REVENUE	(299,069.38)	(344,887.00)
TOTAL FIRE EXPENSE	223,669.37	370,119.00
FIRE SURPLUS/DEFICIT	(75,400.01)	25,232.00
TOTAL DISASTER SERVICES REV.	0.00	0.00
TOTAL DISASTER SERVICES EXPENS	18,373.95	28,600.00
DISASTER SURPLUS/DEFICIT	18,373.95	28,600.00
TOTAL AMBULANCE REVENUE	(2,400.00)	(2,400.00)
TOTAL AMBULANCE EXPENSE	0.00	0.00
SURPLUS/DEFICIT AMBULANCE	(2,400.00)	(2,400.00)
TOTAL BYLAW REVENUE	(210.00)	(2,500.00)
TOTAL BYLAW EXPENSE	0.00	1,000.00
BYLAW SURPLUS/DEFICIT	(210.00)	(1,500.00)
TOTAL POLICING REVENUE	(89,287.50)	(176,000.00)
TOTAL POLICIING EXPENSE	118,102.50	211,450.00
POLICING SURPLUS/DEFICIT	28,815.00	35,450.00
TOTAL PW REVENUE	0.00	0.00
TOTAL PW EXPENSE	184,359.47	189,599.00
PW SURPLUS/DEFICIT	184,359.47	189,599.00
TOTAL ROADS REVENUE	(15,637.58)	(115,776.00)

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TOTAL ROAD EXPENSE	300,508.11	434,351.00
ROADS SURPLUS/DEFICIT	284,870.53	318,575.00
TOTAL STORM SEWER REVENUE	0.00	0.00
TOTAL STORM SEWER EXPENSE	3,654.30	0.00
STORM SEWER SURPLUS/DEFICIT	3,654.30	0.00
TOTAL WATER REVENUE	(421,821.66)	(566,500.00)
TOTAL WATER EXPENSE	339,734.55	517,803.00
WATER SURPLUS/DEFICIT	(82,087.11)	(48,697.00)
TOTAL SEWER REVENUE	(189,586.92)	(219,966.00)
TOTAL SEWER EXPENSE	147,545.86	197,002.00
SEWER SURPLUS/DEFICIT	(42,041.06)	(22,964.00)
TOTAL WASTE COLLECTION REV	(94,645.11)	(129,500.00)
TOTAL WASTE COLLECT EXP	71,438.91	113,124.00
WASTE COLLECT SURPLUS/DEF	(23,206.20)	(16,376.00)
TOTAL FCSS REVENUE	(105,527.00)	(114,312.00)
TOTAL FCSS EXPENSE	51,342.92	103,798.00
FCSS SURPLUS/DEFICIT	(54,184.08)	(10,514.00)
TOTAL PLAN REVENUE	(3,596.68)	(3,500.00)
TOTAL PLANNING EXPENSE	8,127.62	18,500.00
PLANNING SURPLUS/DEFICIT	4,530.94	15,000.00
TOTAL LAND REVENUE	0.00	0.00
TOTAL LAND EXPENSE	16,230.04	20,000.00
LAND SURPLUS/DEFICIT	16,230.04	20,000.00
TOTAL EDC REVENUE	(2,925.00)	(102,500.00)
TOTAL EDC EXPENSE	115,695.10	100,821.00
EDC SURPLUS/DEFICIT	112,770.10	(1,679.00)
TOTAL REC PROGRAM REVENUE	0.00	0.00
TOTAL REC PROGRAM EXPENSE	0.00	12,212.00
REC PROGRAM SURPLUS/DEFICIT	0.00	12,212.00
TOTAL PARKS REVENUE	(3,749.75)	(5,000.00)
TOTAL PARKS EXPENSE	110,383.30	135,676.00
PARKS SURPLUS/DEFICIT	106,633.55	130,676.00
TOTAL CULTURE EXPENSE	15,597.65	18,925.00
CULTURE SURPLUS/DEFICIT	15,597.65	18,925.00
TOTAL MISC EXPENSE	3,273.75	12,426.00
MISC SURPLUS/DEFICIT	3,273.75	12,426.00
TOTAL SURPLUS/DEFICIT	(452,254.30)	0.00

Town of Onoway

REQUEST FOR DECISION

October 15, 2020 – Regular Meeting of Council

Report to: Her Worship Mayor and Council

Originated By: Tony Sonnleitner, Development Officer, Town of Onoway.

Location: N.E. ¼ 35-54-2-W5M – Title 892 208 663 – 5459 Lac Ste Anne Trail North (the "Lands").

LUB The Lands are currently districted M – Industrial

MDP The Future Land Use Map, Figure 4, of the newly adopted Municipal Development Plan prescribes a Commercial districting to the Lands.

Subject: Request, by the landowner, to redistrict the Lands from M – Industrial District to UR – Urban Reserve District.

Recommendation: It is recommended that the request to redistrict the Lands to the UR – Urban Reserve district be denied.

REPORT:

History: Historically, the lands have been districted UR – Urban Reserve. As part of the process of Land Use Bylaw review in 2013 Council asserted that it was their vision that a preponderance of the Northeast corner, including the Lands, of the community should be districted M – Industrial. As such, with the adoption of Land Use Bylaw 712-13, the Lands were redistricted to the M – Industrial District. In September 2020, the Town of Onoway adopted, by Bylaw 776-20, a new Municipal Development Plan (MDP). Under the MDP the Future Land Use for the Lands is Commercial, where the most appropriate districting would be C3 – COMMERCIAL – HIGHWAY.

Comment:

The Lands are currently developed with a Single Detached Dwelling, and the use has been Residential for decades. The landowner wishes to sell the property; however, buyers have not come forward to purchase the property for Industrial uses. Rather, potential purchasers have expressed a desire to continue the Residential use of the property; proposing to remove the existing dwelling and replacing it with a Modular Home. Such use is precluded within the M – Industrial District; but is a discretionary use within the UR – Urban Reserve District. Potential buyers have been thwarted in their bid to purchase the Lands, as lenders have been reluctant to extend mortgage financing for a residential building (a non-conforming use) upon a lot districted M – Industrial. Were the Lands districted UR – Urban Reserve; where a Modular Home is a discretionary use, it is anticipated that lenders would take a more favourable view on extending financing for the purchase to the property.

A. Arguments in favour of the proposed redistricting to UR – Urban Reserve include:

1. The current landowner descends from the founders of the Town of Onoway;
2. Historically the Lands have had a Residential Use;
3. Administration has expressed concern that insufficient notice may have been given to the landowner in 2013, as part of the adoption of the Land Use Bylaw, that the lands were to be redistricted.

B. Arguments opposed to the proposed redistricting to UR – Urban Reserve include:

1. The new Municipal Development Plan indicates that this parcel should be districted to Commercial Uses and adjacent parcels are slated for Industrial uses.
2. Surrounding uses are Industrial in nature.
3. Municipal infrastructure is not supportive of Residential uses in this area, and the sounds, sights, smells, etc. are incompatible with Residential uses.
4. The UR – Urban Reserve District is a “holding district” until Council makes a decision on the future use of the Lands. It would seem clear that the future use of the Lands has been

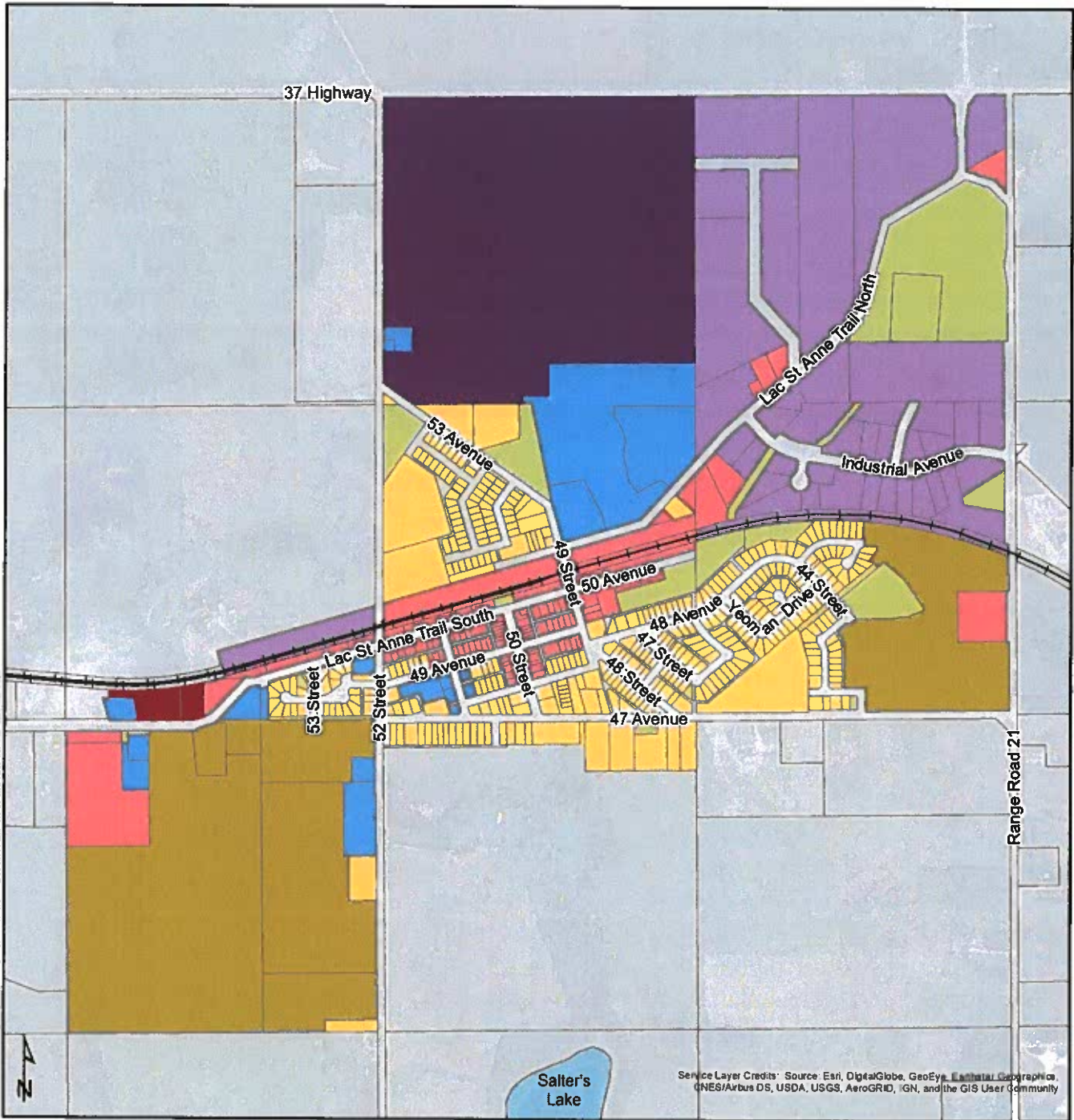
determined, as evidenced by the redistricting under the current Land Use Bylaw 712-13 and the newly adopted Municipal Development Plan.

5. A redistricting of the Lands to UR – Urban Reserve would serve only to facilitate a current sale of the property to another individual. The redistricting of the Lands, and the potential development of a new Residential use, only pushes the incongruity with the Municipal planning documents into the future and onto a new owner.

It is recommended that Council stay fast on such a position; keep with the current Industrial districting for this parcel with a potential for a redistricting to a Commercial district.

Regards,

Tony Sonnleitner, Development Officer, Town of Onoway



 Water Body

 Railway

 Residential

 Commercial

 Industrial

 Institutional

 Parks and Open Space

 Future Residential

 Future Commercial

 Future Industrial/
Highway Commercial



**ONWAY
MUNICIPAL
DEVELOPMENT
PLAN**



**FIGURE 4
FUTURE
DEVELOPMENT MAP**

1:15,000
CANAB3-10TM115



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From: pcm1@telusplanet.net <pcm1@telusplanet.net>

Sent: October 13, 2020 3:31 PM

To: cao@onoway.ca

Subject: Onoway RE: RFD on Cust Property districting - response to Wendy

October 13, 2020

Hi Wendy:

I agree with you. At first reading the proposed Land Use District Map appeared as attached. I am unable to confirm, nor deny, when and if the two UR lots in the NE corner, including the Cust property were added to the list of parcels redistricted to M – Industrial.

At some point the LUD map was changed such that those two parcels were included in the M District; where I remember having the discussion with His Worship.

I know that we did not include them in the original special referral list for change from UR to M, where that list included only:

5215 Lac Ste. Anne Trail N. (and the lot to the east) : Plan 062 0837, Block A, Lots 1 & 2

5216 Lac Ste. Anne Trail N. : 972 4032;; Lot 3

5220 Lac Ste. Anne Trail N. : 972 4032;; Lot 4

5308 lac Ste. Anne Trail N. 783 NY, Block B = directly affected by the proposed Land Use Bylaw Changes UR to M

However, the LUD Map that accompanied final reading of the LUB showed the two lots as being districted as M. I have attached a copy of how the LUD Map appeared in March of 2014 (LUB was passed on March 6, 2014), and the official LUD map from June 2, 2014, after we added the subdivision for Academy.

Somewhere we must have the official LUD map from signing of the LUB. I will look more.

Tony



From: cao@onoway.ca <cao@onoway.ca>
Sent: October 13, 2020 1:01 PM
To: pcm1@telusplanet.net; debbie@onoway.ca
Subject: RE: Onoway RE: RFD on Cust Property districting

Tony – can you go back through your 2013 records and see if this in fact was when those two properties were changed. I found the document that was presented to Council for first reading and there is no mention in there of changing those two lots. So either we did it after the public hearing or I don't know what.

Thanks

W

Wendy Wildman
CAO
Town of Onoway
Box 540
Onoway, AB. T0E 1V0
780-967-5338 Fax: 780-967-3226
cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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From: pcm1@telusplanet.net <pcm1@telusplanet.net>
Sent: October 13, 2020 10:51 AM
To: debbie@onoway.ca
Cc: cao@onoway.ca
Subject: Onoway RE: RFD on Cust Property districting

October 13, 2020

Hi Debbie:

My report re the Cust proposed redistricting.

Tony

12

debbie@onoway.ca

From: cao@onoway.ca
Sent: October 13, 2020 3:58 PM
To: 'Jason Madge'; debbie@onoway.ca
Subject: FW: Town of Onoway Wastewater Service Agreement

Wendy Wildman
CAO
Town of Onoway
Box 540
Onoway, AB. T0E 1V0
780-967-5338 Fax: 780-967-3226
cao@onoway.ca

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From: Mike Yakemchuk <myalta@shaw.ca>
Sent: October 13, 2020 1:55 PM
To: cao@onoway.ca; 'Summer Village of Sandy Beach' <svsandyb@xplornet.ca>; svsunrisebeach@wildwillowenterprises.com; 'Joe Duplessie' <jduplessie@lsac.ca>; bhartman@lsac.ca; 'McDonnell, John' <jmcdonnell@brownleelaw.com>
Subject: RE: Town of Onoway Wastewater Service Agreement

Ok

After a meeting of the Steering Committee we will schedule a meeting of the Steering Committee with the Town of Onoway on Oct 19 or the 22.

Tomorrow we will have the County Reps named and can schedule a Steering Committee meeting.

Mike Yakemchuk
Myalta Ventures Ltd.
780-231-3698

Sent from [Mail](#) for Windows 10

From: cao@onoway.ca
Sent: October 13, 2020 1:11 PM
To: 'Mike Yakemchuk'; 'Summer Village of Sandy Beach'; svsunrisebeach@wildwillowenterprises.com; 'Joe Duplessie'; bhartman@lsac.ca; 'McDonnell, John'
Subject: RE: Town of Onoway Wastewater Service Agreement

Mike – Onoway Council will review this agreement at our Oct. 15 meeting.

I had proposed dates of Oct. 19 or 22.

W

Wendy Wildman

CAO

Town of Onoway

Box 540

Onoway, AB. T0E 1V0

780-967-5338 Fax: 780-967-3226

cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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From: Mike Yakemchuk <myalta@shaw.ca>

Sent: October 13, 2020 11:48 AM

To: Wendy Wildman <cao@onoway.ca>; Summer Village of Sandy Beach <svsandyb@xplornet.ca>; svsunrisebeach@wildwillowenterprises.com; Joe Duplessie <jduplessie@lsac.ca>; bhartman@lsac.ca; McDonnell, John <jmcdonnell@brownleelaw.com>

Subject: Town of Onoway Wastewater Service Agreement

HI All

Attached this the latest issue of the Proposed Wastewater Service Agreement among the parties.

Please insure that you provide this latest copy to your Representatives for review.

The path going forward would be:

The Steering Committee, established by the MOU (County and SV's) would meet to review the Agreement and arrive at a consensus.

The SV's have named their representatives and the County will do that tomorrow.

So we can meet sometime next week. Please provide me with suggested dates and times.

Then the Steering Committee will then meet with the Town of Onoway to review the Agreement and obtain consensus.

Wendy please provide me with the dates that sent to me before.

Use REPLY ALL when returning information and dates.

Once consensus has been obtained each representative can take the Final Agreement to their Council for ratification and signing.

Mike Yakemchuk

Myalta Ventures Ltd.

780-231-3698

Sent from [Mail](#) for Windows 10

THIS WASTEWATER SERVICES AGREEMENT dated the ___ day of _____, 20__.

BETWEEN:

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

- and -

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

(collectively, the "Service Recipients")

WASTEWATER TREATMENT SERVICES AGREEMENT

WHEREAS:

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

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

ARTICLE 1 - DEFINITION

1.1 In this Agreement:

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

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

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

ARTICLE 2 - PREAMBLE, SCHEDULES AND ACKNOWLEDGMENTS

2.1 The parties hereby confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this Agreement.

2.2 The schedule to this Agreement is as follows:

- (a) **Schedule “A” – Rates;**
- (b) **Schedule “B” – Limits of Substances; and**
- (c) **Schedule “C” – Service Recipients’ Septage Receiving Station**
- (d) **Schedule “D” – Service Area.**

2.3 The parties hereto confirm and acknowledge that the Service Recipients’ delivery of Wastewater to the Town and the Town’s processing of this Wastewater as contemplated in this Agreement, may be, by mutual consent of all the parties for such improvements, increase in service, decrease in service or otherwise, to reflect new circumstances that shall exist at such time.

ARTICLE 3 - OBLIGATIONS OF THE TOWN

3.1 The Town shall:

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

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

3.2 The Service Recipients agrees and acknowledges that the Town has the sole and absolute discretion to determine when the Town shall upgrade all or any component of the Town Wastewater System, which includes the Lagoon.

3.3 The Town shall communicate all matters respecting any of the Service Recipients or all of the Service Recipients regarding the subject matter of this Agreement, through the Recipient Manager.

ARTICLE 4 - OBLIGATIONS OF THE SERVICE RECIPIENTS

4.1 The Service Recipients shall, jointly and severally:

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

- (e) obtain and maintain, at its sole cost and expense, all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction including, but not limited to, AEP with regard to the obligations of the Service Recipients hereunder; and
- (f) shall record all volume of Wastewater that is delivered as follows:
 - (i) Wastewater shall be accepted at the Meter Station only in the event of a failure of the pipeline or a line break of any portion of the Service Recipients Wastewater System that prevents acceptance of Wastewater at the Service Recipients' Septage Receiving Station or transmission of Wastewater to the Town Wastewater System for that Wastewater that originated the Service Area that is delivered at the Service Recipients' Septage Receiving Station by an Authorized Carrier; and
 - (ii) for that Wastewater that is delivered to the Town at the Point of Delivery;

4.2 When requested by the Town to the Recipient Manager, the Service Recipients shall provide such manifests that it receives from each Authorized Carrier who delivers Wastewater to the Service Recipients' Septage Receiving Stations, which shall itemize:

- (a) the volume of Wastewater that is delivered to the Service Recipients' Septage Receiving Stations;
- (b) the sources of Wastewater that is delivered to the Service Recipients' Septage Receiving Stations; and
- (c) such other additional information that the Town shall reasonably require.

4.3 The Service Recipients acknowledges that all obligations of the Town pursuant to this Agreement, including, without limitation, the obligation to accept Wastewater that is delivered to it at the Point of Delivery and the Meter Station will cease upon the expiration of the Term or the earlier termination of this Agreement, whichever occurs first.

4.4 At the sole expense of the Service Recipients, the Service Recipients shall maintain, repair and replace the Service Recipients Wastewater System from time to time, to such manner that is compatible and consistent with the Town's Standard Operating Procedures.

4.5 As the Service Recipients Wastewater System is connected to the Town Wastewater System and additionally as some components of the Service Recipients Wastewater System are located on the lands where the Lagoon is located, the Service Recipients shall provide the Town with access to all components of the Service Recipients Wastewater System as the Town shall reasonably require from time to time, to permit the Town to maintain, repair and replace such components of the Town Wastewater System.

ARTICLE 5 - INSURANCE

5.1 Throughout the Term, at its sole cost and expense, the Parties shall take out and keep in full force and effect the following insurance:

- (a) comprehensive general liability insurance with inclusive limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence;
- (b) automobile liability insurance on all vehicles used to deliver the Wastewater that are owned, operated or licensed by the Service Recipients with limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence for bodily injury, death, and property damage;
- (c) worker's compensation coverage for all of its employees who are involved in the collection, transport and delivery of Wastewater in accordance with the laws of the Province of Alberta;

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

5.2 All policies shall:

- (a) be taken out with insurers and shall be in a form acceptable to the Town, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to the Town shall be delivered by the Service Recipients to the Town as soon as practicable after the placing of the required insurance;
- (b) contain an undertaking by the insurers to notify the Town and the Service Recipients in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof; and
- (c) name the Town as an additional insured under each policy.

5.3 If the Service Recipients fails to maintain the currency of any policy contemplated by this Article 5, without prejudice to any of its other remedies pursuant to this Agreement, the Town will have the right to obtain such insurance policy, upon giving ten (10) days advance written notice to the Recipient Manager at the sole expense of the Service Recipients, which expense shall be payable by the Service Recipients to the Town on demand.

5.4 The acquisition and maintenance by the Service Recipients of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Service Recipients under this Agreement.

ARTICLE 6 - INDEMNIFICATION

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

6.2 The indemnification set forth in Section 6.1, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

ARTICLE 7 - SUSPENSION AND SHUT DOWN

7.1 If, arising from any act or omission by the Service Recipients:

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

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

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

- (e) take whatever steps as are reasonably necessary to rectify the situation contemplated in this Section, and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twelve (12%) percent of such costs, shall be payable by the Service Recipients on demand; and/or
- (f) refuse acceptance of Wastewater that contains any Non-Permitted Substances, only after:
 - (i) the Town has provided notice to the Recipient Manager that the Wastewater has previously contained Non-Permitted Substances;
 - (ii) the Service Recipients shall immediately take all steps such that the Wastewater shall no longer contain any Non-Permitted Substances; and
 - (iii) notwithstanding the foregoing notice, the Wastewater that is delivered to the Town contains Non-Permitted Substances.

7.2 Notwithstanding anything contained herein to the contrary, the Town may:

- (a) upon the provision of fourteen (14) days written notice to the Recipient Manager, temporarily suspend the acceptance of Wastewater from the Service Recipients to allow the Town to perform regular maintenance or repairs on the Town Wastewater System;
- (b) without limiting the generality anything in this Agreement herein, in the absolute discretion of the Town and effective upon the Town's delivery of notice to the Recipient Manager, suspend acceptance of Wastewater in non-emergency circumstances for such period that is reasonably required to permit the Town to conduct maintenance or repairs on the Town Wastewater System; and
- (c) without limiting the generality anything in this Agreement herein, in the absolute discretion of the Town and without the necessity of prior written notice to the Recipient Manager, suspend acceptance of Wastewater in emergency circumstances to permit the Town to conduct maintenance or repairs on the Service Recipients Wastewater System.

7.3 The Service Recipients specifically acknowledges and agrees that any suspension contemplated in Section 7.2 does not:

- (a) constitute a default of the Town's obligations; or
- (b) provide the Service Recipients the right of set-off or abatement of the payment of any invoice submitted by the Town to the Service Recipients.

ARTICLE 8 - DEFAULT

8.1 Prior to the expiry of the Term, this Agreement may be terminated by either party (the "Notifying Party") upon notice to that effect delivered to the other party (the "Defaulting Party"), if:

- (a) the Defaulting Party makes an assignment of its assets for the benefit of its creditors (other than as security for indebtedness not yet due and owing) or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any relevant jurisdiction;
- (b) a petition in bankruptcy is filed and presented against the Defaulting Party;

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

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

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

ARTICLE 9 - FORCE MAJEURE

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

ARTICLE 10 - GENERAL

10.1 Notices

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

Town of Onoway
PO Box 540

(22)

Onoway, Alberta T0E 1V0
Attention: Chief Administrative Officer
Phone: (780) 967-5338
Fax: (780) 967-3226

(ii) **the Service Recipients:**

Lac Ste Anne County
PO Box 219
Sangudo, Alberta T0E 2A0
Attention: County Manager
Phone: (780) 785-3411
Fax: (780) 785-2359

Summer Village of Sandy Beach
RR1, Site 1, Comp 3
Onoway, Alberta T0E 1V0
Attention: Chief Administrative Officer
Phone: (780) 967-2873
Fax: (780) 967-2813

Summer Village of Sunrise Beach
PO Box 1197
Onoway, Alberta T0E 1V0
Attention: Chief Administrative Officer
Phone: (780) 967-0271
Fax: (780) 967-0431.

(e) Notice shall be served by one of the following means:

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

10.2 Governing Law

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

10.3 Time of Essence

Time shall be of the essence of this Agreement.

10.4 Headings

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

10.5 Relationship between Parties

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

10.6 No Authority

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

10.7 Further Assurances

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

10.8 Amendments

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

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(D) Three possible dates and locations for a meeting with the Other Party, which shall be no less than thirty (30) days from the date of the notice.

(c) Notwithstanding Section 10.8(b) hereof, at no time shall any party be obligated to amend the terms of the Agreement.

10.9 Waiver

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

10.10 Counterparts

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

10.11 Statutory Reference

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

10.12 Unenforceability

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

10.13 Survival

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

10.14 GST Exclusive

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

10.15 Remedies Generally

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

10.16 Payment of Monies

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

10.17 Singular, Plural and Gender

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

10.18 Binding Effect

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

10.19 Assignment

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

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

TOWN OF ONOWAY

LAC STE ANNE COUNTY

Per: _____

Per: _____

Per: _____

Per: _____

SUMMER VILLAGE OF SANDY BEACH

SUMMER VILLAGE OF SUNRISE BEACH

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE "A"

Charges and Rates

1. The Rates to be charged by the Town to the Service Recipients shall be determined as follows:
 - (a) For the time period commencing on the day of execution of this Agreement until the 31st day of December, 2020, the Rate shall be \$4.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein;
 - (b) For the time period commencing on the 1st day of January, 2020 until the 31st day of December, 2021, the Rate shall be \$5.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein;
 - (c) After the expiry of the term in Subsection (b) of this Schedule "A", that Rate of \$5.50 per cubic metre of Wastewater that is accepted by the Town from the Service Recipients as set forth herein shall be adjusted effective the anniversary date in each year of the Agreement by multiplying the previous year's Rate by the CPI for the immediately prior 12 month period and the resulting adjusted Rate shall apply to and be accepted by the Town and the Service Recipient for the following 12 month period;
 - (d) Notwithstanding the foregoing subsection (c), the Town may amend the Rates beyond the CPI increase upon it having conducted a rates analysis for its provision of the Services on a cost of service basis utilizing the principles as set forth by the Alberta Utilities Commission rules acting reasonably, the Town shall advise the Service Recipients of the new Rates. Upon doing so, whichever the Rate that is selected utilizing the foregoing, this Rate shall govern for the remainder of that calendar year.

2. For each 3 year increment thereafter:
 - (a) The Service Recipients will each prepare their own 3 year forecast for the delivery of Wastewater to the Meter Station and demand and submit this forecast to the Town on or before _____ of every year during the Term for the purposes of allowing the capacity allocation to be reviewed and operating strategies or capital upgrades planned, accepted and implemented. The Service Recipients shall provide such engineering reports, studies and assessments and other technical information supporting the forecasts, including projections on population, business and industrial growth within the portions of the Service Area actually serviced through the arrangements contemplated under this Agreement; and
 - (b) Upon the Town's receipt of the foregoing forecasts, the Town shall provide the Service Recipients with the projected Rates for each year of the 3 year forecast.

SCHEDULE "B"

Limits of Substances

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

Non-Permitted Substances:

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

SCHEDULE "C"

Service Recipients' Septage Receiving Station

SCHEDULE "D"

Service Area

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

debbie@onoway.ca

From: Lynne Tonita <ltonita@onoway.ca>
Sent: October 6, 2020 12:16 PM
To: Wendy Wildman; Jeff Mickle; Judy Tracy; Debbie Giroux; Lisa Johnson; Pat St.Hilaire
Subject: Fwd: Register now for EOEP courses on finance, service delivery and public engagement

I'd like to be registered for this one, please.
Lynne

Sent from my iPhone

Begin forwarded message:

From: Dan Rude <drude@auma.ca>
Date: October 6, 2020 at 11:56:17 AM MDT
To: Undisclosed recipients;;
Subject: Register now for EOEP courses on finance, service delivery and public engagement

Hello members:

The Elected Officials Education Program is overwhelmed by the positive response we have received to our virtual course offerings. Based on popular demand, we offering three upcoming courses on topics essential to the role of councils. Each course is being offered through a combination of four interactive Zoom sessions and Google classroom for further reading.

Municipal Corporate Planning & Finance

Are you prepared for budget season? The first two offerings of our Corporate Planning and Finance Course had waiting lists. [Register](#) today so you don't miss your chance for this third offering taking place:

- Thursday, October 15 – 2:30 – 4:30
- Thursday, October 22 – 2:30 – 4:00
- Thursday, October 29 – 2:30 – 4:00
- Thursday, November 5 – 2:30 – 4:00

Council's Role in Service Delivery

This course has just been refreshed to reflect current challenges in delivering municipal services. [Register](#) to join peers in better understanding your role in planning and delivering the essential services citizens and businesses need now.

- Thursday, November 12 – 2:30 – 4:30
- Thursday, November 19 – 2:30 – 4:00
- Thursday, November 26 – 2:30 – 4:00
- Thursday, December 3 – 2:30 – 4:00

Council's Role in Public Engagement

The first two offerings of this popular course sold out within days. [Register](#) now, so you don't miss out on the opportunity to learn how to engage citizens in these unprecedented times and beyond.

- Thursday, Nov. 19 - 2:30 - 4:30
- Thursday, Nov. 26 - 2:00 – 4:00

- Thursday, Dec. 3 - 2:00 – 4:00
- Thursday, Dec. 10 - 2:00 – 4:00

Thank you to all the elected officials who have so actively participated in the courses offered so far this year and for your positive feedback on our virtual offerings. EOEP strives to meet the needs of elected officials with courses targeted to your leadership role and constantly updated to reflect the evolving municipal environment.

Best regards,

Dan Rude | Chief Executive Officer
ALBERTA URBAN MUNICIPALITIES ASSOCIATION

D: 780.431.4535 | C: 780.951.3344 | E: drude@auma.ca
Alberta Municipal Place | 300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-AUMA | 877-421-6644 | www.auma.ca



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B3

MUNICIPAL OPERATING SUPPORT TRANSFER

MEMORANDUM OF AGREEMENT (hereinafter called "the Agreement")

BETWEEN:

HER MAJESTY THE QUEEN, in right of the
Province of Alberta, as represented by the
Minister of Municipal Affairs (hereinafter called
"the Minister")

AND

the Town of Onoway
(hereinafter called "the Municipality")

hereinafter jointly called "the Parties"

Preamble:

WHEREAS the Municipal Operating Support Transfer represents a collaboration between the Province of Alberta and the Government of Canada to support municipalities in safely restarting their local economies;

WHEREAS the Municipal Operating Support Transfer will make operating funding available to the Municipality to use on incremental costs, and in compensation of foregone or reduced revenues, resulting from the COVID-19 pandemic;

WHEREAS under the Government Organization Act, RSA 2000 and the Municipal Affairs Grants Regulation (AR 123/2000), the Minister is authorized to make grants and to enter into an agreement with respect to any matters relating to the payment of a grant.

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

1. The preamble is incorporated as an integral part of this Agreement.
2. In this Agreement, unless the context requires otherwise, "Program Guidelines" means the guidelines for actions, events, criteria, report formats, and other directions applicable to the Municipal Operating Support Transfer as may be prescribed or determined by the Minister and as may be amended from time to time by the Minister.
3. The Parties shall execute this Agreement and the Municipality shall return an executed Agreement to the Minister prior to the Minister transferring any funds to the Municipality under this Agreement.

4. **The Minister agrees to provide funds to the Municipality under the Municipal Operating Support Transfer subject to the following:**
 - (i) **Sufficient approved funding allocation by the Legislature;**
 - (ii) **Completion of any requirements as outlined in the Program Guidelines; and**
 - (iii) **Compliance with all other terms of the Agreement.**
5. **The Municipality agrees to provide to the Minister a summary of the actual expenditures of grant funding and the year-end grant balance on hand (Statement of Funding and Expenditures), including certification by the Municipality that it is in compliance with the terms and conditions of this Agreement, all in a format as prescribed in the Program Guidelines for this grant program.**
6. **The Municipality agrees to accept the funds provided by the Minister in accordance with the following additional terms and conditions:**
 - (i) **The Municipality shall maintain a separate accounting for the funds provided;**
 - (ii) **The Municipality shall ensure that funds provided are applied only to eligible expenditures as set out in the Program Guidelines;**
 - (iii) **All funds provided to the Municipality, not expended prior to March 31, 2021 shall be returned to the Government of Alberta;**
 - (iv) **If the municipality is found to be in contravention of the Agreement or the Program Guidelines, the municipality agrees to return all funds not spent in accordance with the Agreement or Program Guidelines to the Government of Alberta; and**
 - (v) **This Agreement does not replace, supersede, or alter the terms of any other existing funding Agreement between the Minister and the Municipality.**
7. **The Municipality shall adhere to all program eligibility criteria and other items or directions as outlined in the Program Guidelines.**
8. **The Municipality agrees that the funding provided under this program is for operating expenditures as outlined in the Program Guidelines.**
9. **The Municipality agrees to allow the Minister and/or his agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta, access to any books of accounts relating to funding and expenditures claimed under this Agreement; and any other such related documents as deemed necessary by the Minister in performing an audit of the expenditures funded under**

this Agreement. All related documents shall be kept by the Municipality for a minimum of three years following completion of the program.

10. The Municipality shall indemnify and save harmless the Minister, his servants, agents and employees, from and against all actions, claims and demands arising directly or indirectly from the use of funds provided under this program, whether or not the damage arose as a result of the actions or omissions of third parties.
11. The Municipality agrees that it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds provided under this Agreement nor in respect to this Agreement.
12. The Parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candour any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions.
13. Notwithstanding the date for the expending of funds under section 6(iii) of this Agreement, this Agreement shall continue in effect until March 31, 2022.
14. The Agreement may be renewed or extended thereafter, for a further one (1) year period, if mutually agreed to in writing.
15. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if personally delivered, sent by prepaid registered mail, or e-mailed to the addresses as follows:

The Minister: Municipal Affairs
 15th Floor, Commerce Place
 10155 – 102 Street
 Edmonton, AB T5J 4L4

 Attention: Director, Grant Program Delivery
 Telephone: 780-422-7125
 E-mail: ma.municipalstimulus@gov.ab.ca

The Municipality: Town of Onoway
 PO Box 540
 Onoway, AB T0E 1V0


 Attention: Chief Administrative Officer
 Telephone: 780-967-5338
 E-mail: info@onoway.ca

or to such address as either party may furnish to the other from time to time.

16. Any dispute between the Minister and the Municipality on any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.
17. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
18. If any portion of this Agreement is found to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
19. This Agreement is binding upon the Parties and their successors.
20. The Parties agree that the laws of the Province of Alberta will govern this Agreement.

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

HER MAJESTY THE QUEEN
 in Right of the Province of
 Alberta as Represented by
 the Minister of Municipal Affairs

Per: 
MINISTER

Date: September 22, 2020

TOWN OF ONOWAY


 Witness

Per: 
CHIEF ELECTED OFFICIAL

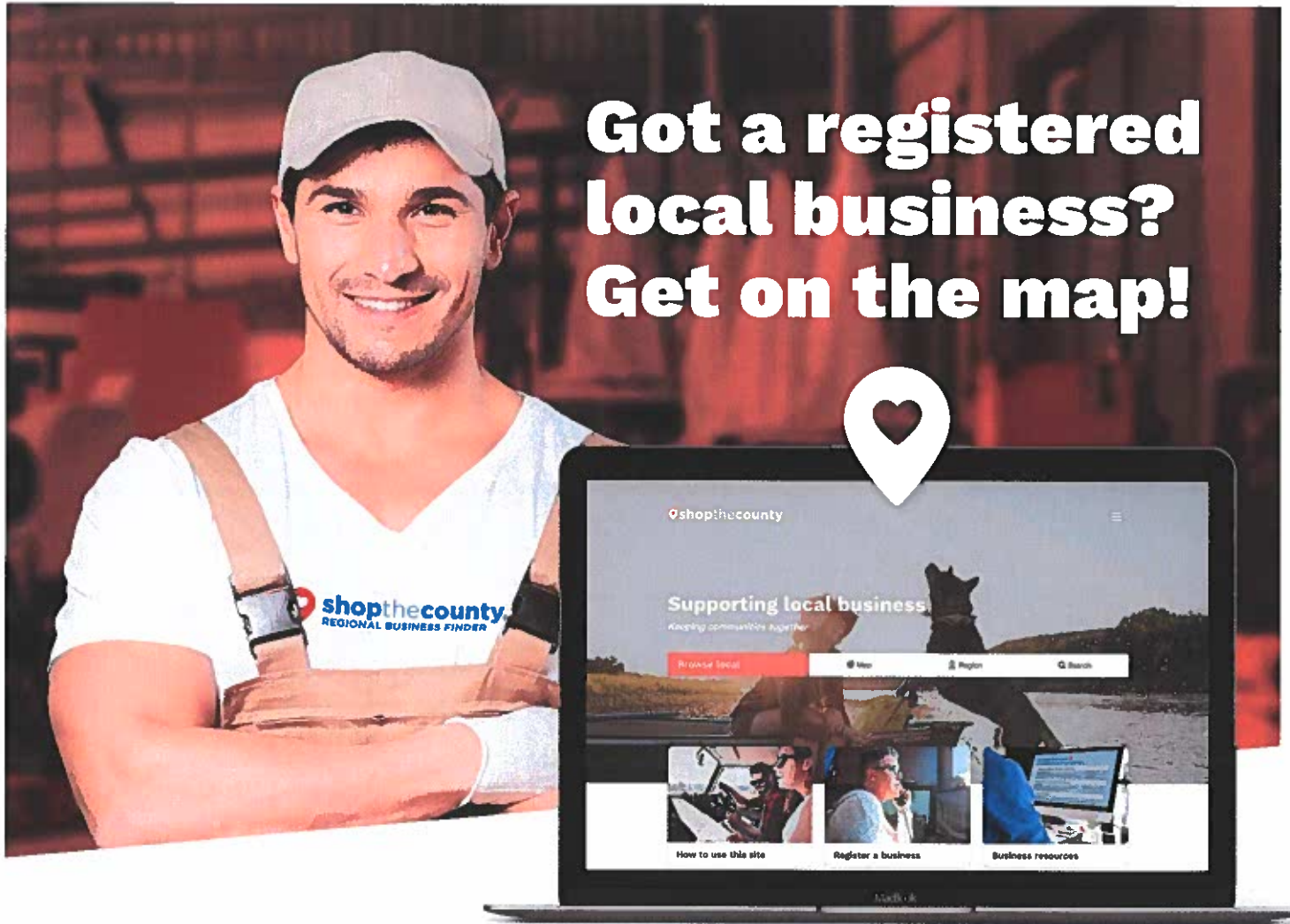
Date: Sept 26, 2020


 Witness

Per: 
DULY AUTHORIZED SIGNING OFFICER

Date: Sept 28, 2020

Got a registered local business? Get on the map!



Get your business noticed at [ShoptheCounty.ca](https://shopthecounty.ca)

- Your business profile on a powerful local-focused directory
- Edit your description, hours of operation, images and more
- An instant way for new and existing customers to find you

When you register or renew your business licence with Lac Ste. Anne County or the Town of Onoway, you get your very own listing on [Shop the County](https://shopthecounty.ca) – the online directory for the Lac Ste. Anne region.

Getting started is simple: visit shopthecounty.ca, select **Register**, then enter your business location, description, hours of operation, photos and more.

You may notice that your business listing is already in the directory (some were added by the County). If that's the case, just select **Forgot Password** and a password reset email will be sent to the address associated to your business licence.

Need a bit of help? Email help@shopthecounty.ca to get basic on-boarding assistance free of charge.

 **shopthecounty**®

**PARTNERS
IN PROGRESS**
Economic Development Initiative

ONOWAY
LAC STE. ANNE
PARTNERSHIP



38



Lac Ste. Anne County, Box 219,
56521 RGE RD 65, Sangudo, AB T0E 2A0
Telephone: 1-866-880-5722 or
Fax: 1-780-785-2985

www.LSAC.ca

SUBDIVISION REFERRAL

NOTIFICATION of Email Correspondence

of Pages EMAILED: 12

Date: October 7, 2020

Re: PROPOSED SUBDIVISION
Legal: NW 34-54-02 W5M
Lac Ste. Anne County

FILE #: 012SUB2020

Attached is a copy of a subdivision application form and sketch proposing to subdivide the above land as shown. By this EMAIL we request you submit brief, relevant comments and supporting information, with regard to the subdivision application. Unless we have heard from you, **within 21 days**, we will process the proposal as though you have no objections.

Please email or fax your comments to the undersigned at your earliest convenience.

Email: Jane Holman,
Planning/Development Clerk
DevReferrals@Lsac.ca OR
FAX your response to (780) 785-2985

Email: Sarah Gibbs,
Planning/Development Clerk
DevReferrals@Lsac.ca OR
FAX your response to (780) 785-2985

If you have concerns or comments that you wish to discuss with staff, please contact the staff member as indicated below:

Matthew Ferris
Planning &
Development
Manager
780-785-3411
Ext.: 3603
mferris@Lsac.ca

Abdikani Elmi
Development
Officer
780-785-3411
Ext.: 3691
aelmi@lsac.ca

Craig Goldsmith
Development
Officer
780-785-3411
Ext.: 3684
cgoldsmith@lsac.ca

Tanya Vanderwell
Development Officer
780-785-3411
Ext.: 3685
tvanderwell@Lsac.ca

SCANNED

SEP 24 2020

LAC STE. ANNE COUNTY



Subdivision Application

Planning & Development

THIS FORM IS TO BE COMPLETED IN FULL WHEREVER APPLICABLE BY THE REGISTERED OWNER OF THE LAND THAT IS THE SUBJECT OF THE APPLICATION OR BY A PERSON AUTHORIZED TO ACT ON THE REGISTERED OWNERS BEHALF.

*Please note that by providing your email address as part of this application you are hereby consenting to receiving correspondence electronically in relation to this application.

Office Use Only	
File#	0125432020
Tax Roll#	5402343002
Application Date	Sept 11, 2020
Division	

NAME OF APPLICANT Applicant: <u>CRP MANAGEMENT SERVICES INC.</u>	NAME of LANDOWNER (if different from Applicant) Registered Owner: <u>Dal Contracting</u>
---	---

This information has been Redacted as per the Freedom of Information and Protection of Privacy Act (FOIP Act)

LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

All/part of: Quarter: NW Section: 34 Township: 54 Range: 2 W of 5th Meridian

All/part of: Lot: _____ Block: _____ Plan: _____

Rural Address: 54517 Rye Rd 220 Division: 01 02 03 04 05 06 07
Lac Ste Anne County, AB

AUTHORIZATION FORM

I authorize the Staff of Lac Ste. Anne County and other agencies as designated in Section 653(2) of the Municipal Government Act, R.S.A.2000, to enter my land for the purpose of conducting a site inspection in connection with my SUBDIVISION application and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

The personal information provided will be used to process the SUBDIVISION application and is collected under the authority of Section 653 of the Municipal Government Act. Personal information you provide may be recorded in the minutes of the Municipal Planning Commission, or otherwise made public pursuant to the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act, including Section 39 through 42 therein. If you have any questions about the collection and use of this information, please contact FOIP Coordinator at Lac Ste. Anne County 1-866-880-5722 56521, RGE RD 65, Lac Ste. Anne County, Box 219, Sangudo, AB T0E 2A0.

Applicant's Signature Registered Landowner(s) Signature Sept 13 2020
Date of Application

Designated use of the land as classified under a land use bylaw or a zoning bylaw or a land use classification guide where applicable: AG Fringe

Box 219, Sangudo AB T0E 2A0
T 780.785.3411 TF 1.866.880.5722 F 780.785.2985 E Deassistant@LSAC.ca www.LSAC.ca

RECEIVED
2020.09.23
AUG 25 2020
Planning & Development

40



LOCATION OF LAND TO BE SUBDIVIDED:

1. The land is situated in the municipality of Lac Ste. Anne County
2. Is the land situated immediately adjacent to the municipal boundary? Yes No
 If YES, the adjoining municipality is _____
3. Is the land situated within 0.99 miles (1.6km) of the right-of-way of a highway? Yes No
 If YES, the Highway No. is 43 + 37
4. Is the land situated within 0.5 miles (0.8km) of a (river, stream, watercourse, lake or other permanent body of water, or a canal, or a drainage ditch)? Yes No
 If YES, State its name _____
5. Is the proposed parcel within 1.0 miles (1.6km) of a sour gas facility? Yes No
6. Is the land you are developing on within 1/2 mile of land that is or has been used as a municipal landfill for the disposal of garbage or refuse? Yes No
7. Is the land you are developing on within 1/2 mile of land that is or has been used as a municipal sewage treatment facility or sewage lagoon? Yes No
8. Is the land you are developing on within 1/2 mile of land that is or has been used as an intensive livestock operation (Swine, Chicken, Beef, etc.)? Yes No
9. Has the land had a history of flooding? Yes No

EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED: (Please describe)

1. Existing use of the land (crop, hay, etc.): Rural Industrial (crop inputs retail)
2. Proposed use of the land (crop, hay, pasture, residential, etc.): Rural Industrial (crop inputs retail)
3. The designated use of the land as classified under a Land Use Bylaw: _____
4. Number of Parcel(s) being created 1 Type of Parcel(s) being created: _____
5. Area of Parent Parcel (Acres): 113.46 Area of Proposed Parcel (Acres): 2.83
45.92

PHYSICAL CHARACTERISTICS OF LAND BEING SUBDIVIDED:

1. Describe the nature of the topography of the land (flat, rolling, steep, mixed etc.): Flat
2. Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, woodlots, sloughs, creeks etc.): _____
3. Describe the kind of soil on the land (sandy, loam, clay etc.): clay and gravel

EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED:

1. Describe any buildings, historical or otherwise, and any structures on the land and whether they are to be demolished or moved: Office / Shop / Warehouse, Fertilizer Storage Bin, Control Building
2 x tarp sheds. All buildings to remain

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1. EXISTING BUILDINGS LOCATED ON THE PROPOSED PARCEL(S):

Describe any buildings, historical or otherwise, and any structures on the land and whether they are to be demolished or moved: *All buildings to remove.*

2. EXISTING BUILDINGS LOCATED ON THE REMAINDER OF THE QUARTER-SECTION:

Describe any buildings, historical or otherwise, and any structures on the land and whether they are to be demolished or moved: *No other buildings.*

REGULATORY REQUIREMENTS FOR SURFACE DEVELOPMENT IN PROXIMITY TO ABANDONED WELLS

Now subdivision applications, except for lot line adjustments, must include documentation from the Energy Resources Conservation Board (ERCB) identifying the presence or absence of abandoned wells.

1. Obtain the information from ERCB's Abandoned Well Viewer available on the ERCB Website www.aer.ca

2. Abandoned Well Information Included: YES or NO. If No Why Not: _____

If an abandoned gas or oil well is identified on the land that is subject (the quarter section) of the subdivision application, the applicant must include a map that shows the actual well location, as identified in the field, and the setback established in ERCB Directive 070 in relation to existing or proposed building sites.

To obtain clarification about the information provided by the Abandoned Well Viewer, or if you do not have Internet access, contact ERCB Customer Contact Centre by Telephone at 1-855-297-8311 or by email at Inquiries@aecr.ca or contact Information Services by mail at ERCB, Suite 1000, 250 - 5 Street SW, Calgary, AB T2P 0R4

CONSENT TO REZONING OF THE PROPERTY

If my (our) application is approved, I, _____, being the registered owner(s) of the presiding application, do so consent to the rezoning of Quarter: _____ Section: _____ Township: _____ Range: _____ W of 5th Meridian to a more suitable district (i.e.: County residential). Further, if the property is under contract for sale I (we), will be responsible to notify all potential buyers of the rezoning process, prior to the registration of said subdivision or after registration of the subdivision, whichever is earlier, bylaw approval.

Registered Landowner Signature

Registered Landowner Signature

Date of Application

Time Extension Agreement

I, _____ agree to enter into an agreement with Lac Ste. Anne County to extend the legislated subdivision processing time limit for a period for 30 days (90 days instead of 60 days) for decision.

Applicant(s) Signature

Applicant(s) Signature

Date of Application

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LOCATION SKETCH
LAC STE. ANNE COUNTY
SUBDIVISION APPLICATION 012SUB2020

012SUB2020
NW 34-54-02 W5M
Crop Management
Network Inc.



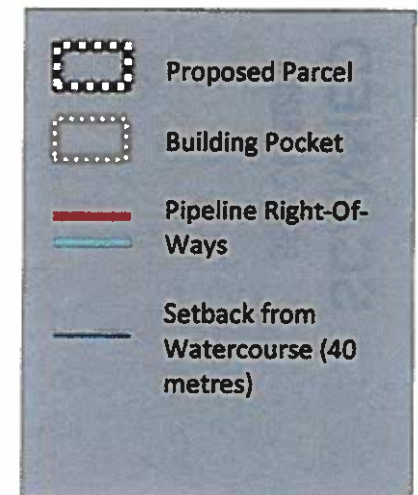
9/23/202

143

9.



Proposed Subdivision
 Lac Ste. Anne County
 NW 34-54-02 W5M
 012SUB2020
 Crop Management Network
 Inc.
 September 24, 2020
 001_012SUB2020 Aerial

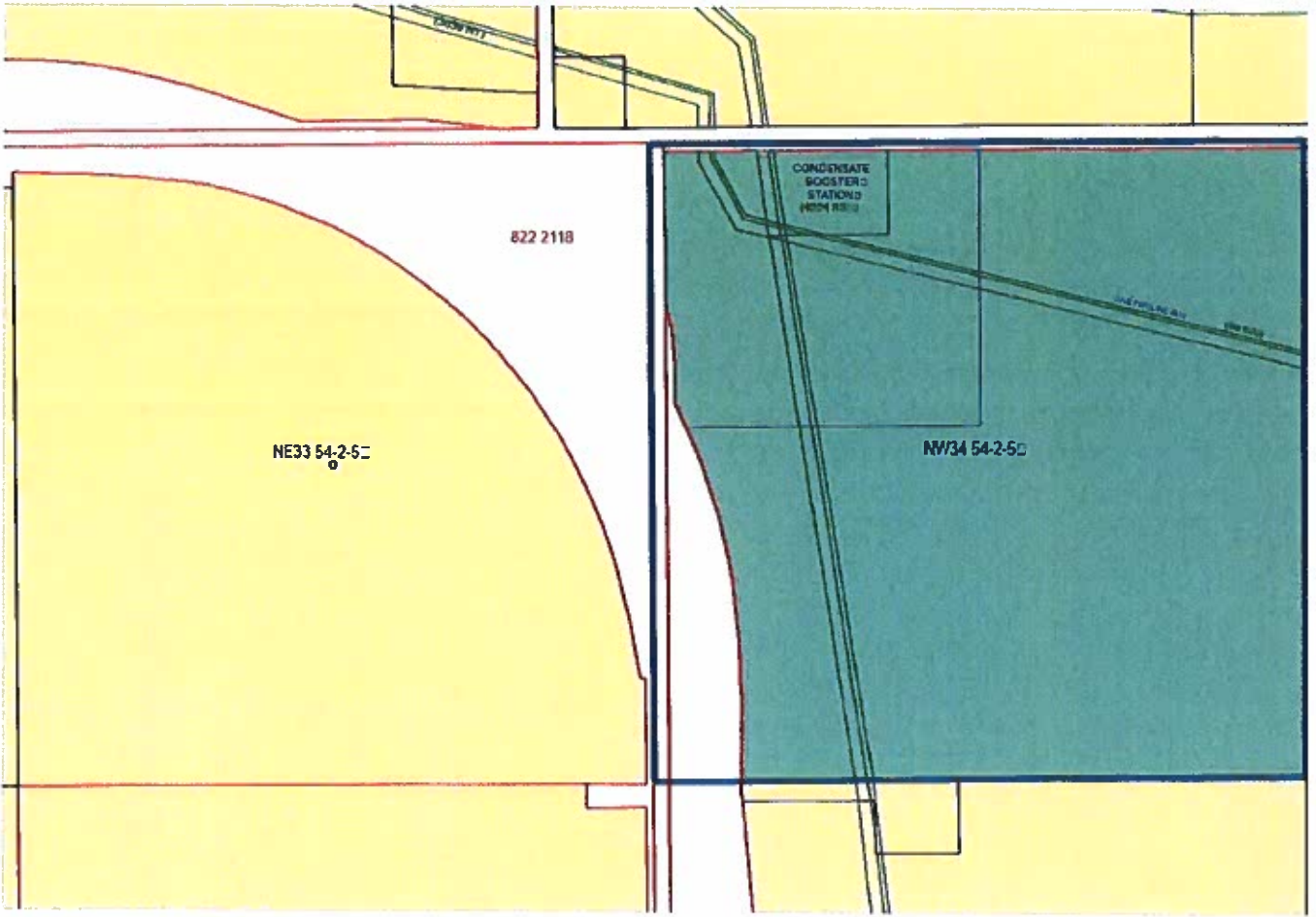


1 centimeter = 50 meters

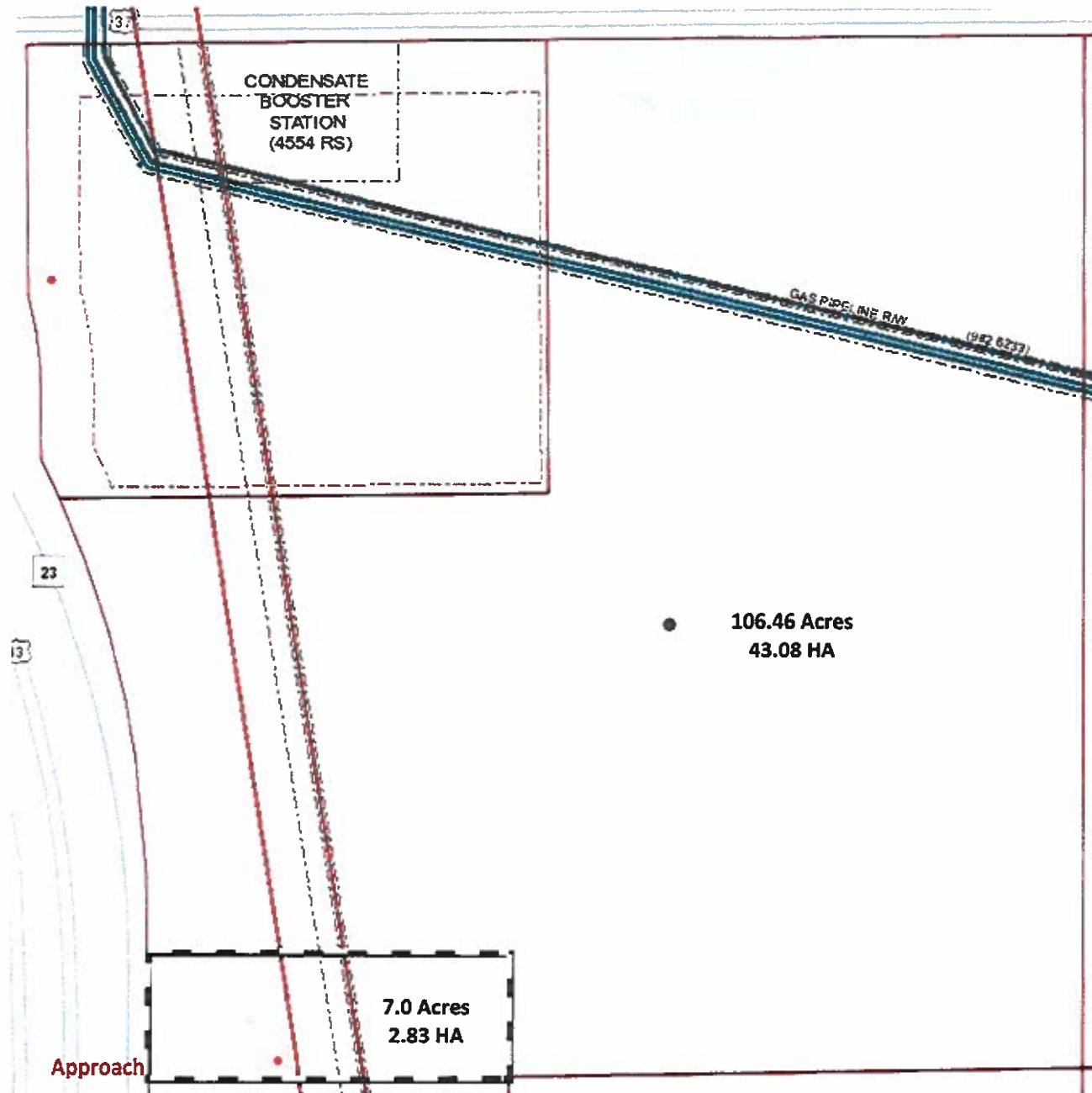


All Dimensions to be verified by an A
 ECE boundaries to be determined by

44



Proposed Subdivision
 Lac Ste. Anne County
 NW 34-54-02 W5M
 012SUB2020
 Crop Management Network
 Inc.
 September 24, 2020
 001_012SUB2020



	Proposed Parcel
	Building Pocket
	Pipeline Right-Of-Ways
	Setback from Watercourse (40 metres)



1 centimeter = 50 meters



All Dimensions to be verified by an Alberta
 ECE boundaries to be determined by field

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debbie@onoway.ca

From: cao@onoway.ca
Sent: October 5, 2020 8:19 AM
To: debbie@onoway.ca; 'Jason Madge'
Subject: FW: Acting Managing Director AEMA

Info next meeting

Wendy Wildman

CAO

Town of Onoway

Box 540

Onoway, AB. T0E 1V0

780-967-5338 Fax: 780-967-3226

cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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From: Provincial Operations Centre <ma.poc@gov.ab.ca>

Sent: October 2, 2020 4:45 PM

To: George Poitras <george.poitras@mikisewcree.ca>; ! CAO <CAO@CREMONA.CA>; ! Town of Smoky Lake CAO <cao@smokylake.ca>; Adrian Mohl <amohl@hanna.ca>; Albert Bahri <abahri@yellowheadcounty.ab.ca>; Albert Goodswimmer <publicworks@sturgeonlake.ca>; Allan Rowe <cao@clearhillscounty.ab.ca>; Allan Seabrooke <city.manager@reddeer.ca>; Allan Weiss <aweiss@besc.ca>; Allan Winarski <allan.winarski@mdlsr.ca>; Amanda Davis <cao@bassano.ca>; Andrea Godin <andrea.godin@denetha.ca>; Angela MacKenzie <amckenzie@fortmckay.com>; ! Village of Consort CAO <cao@consort.ca>; ! BJOHNSON <BJOHNSON@MDPEACE.COM>; Barry Sturrock <publicworks@nanton.ca>; Ben Berlinguette <bberlinguette@valleyview.ca>; ! WASKVILLAGE <WASKVILLAGE@MCSNET.CA>; Bernie Morton <bmorton@chestermere.ca>; ! Bill <bill@townofswanhill.com>; Bob Payette <cao@stirling.ca>; ! BUSSELMAN.CZAR <BUSSELMAN.CZAR@MCSNET.CA>; Bobbi Usselman <usselman@mcsnet.ca>; Brad Ward <bward@fortsask.ca>; Bradley Adams <bradley.adams@enbridge.com>; Brett Wuth <pcremo-dem@mdpincercreek.ab.ca>; Brian Cornforth <brian.cornforth@parklandcounty.com>; Brian Fradgley <acmefirerescue@gmail.com>; ! Town of High Prairie CAO <cao@highprairie.ca>; Brian Powell <bpowell@olds.ca>; Brian Schafer <vauxhallfirechief@mdtaber.ab.ca>; Brian Vance <brian@slavelake.ca>; Carmen Mckenzie <Carmen.mckenzie@sunchildfn.ca>; Carole Marciszyn-peacock <cpeacock@lsac.ca>; ! CMERRITT <CMERRITT@SADDLEHILLS.AB.CA>; Chad Cardinal <chadcardinal@hotmail.ca>; Chad Teha <mapleteha@yahoo.com>; Cheryl Wauthier <admin@waiparous.ca>; ! Cparker <cparker@peacriver.ca>; ! CAO <CAO@VILLAGEOFMILO.CA>; ! VLGARRW <VLGARRW@TELUSPLANET.NET>; ! Christopher <christopher@townofcastor.ca>; Cindy Millar <cmillar@northernsunrise.net>; Cindy Miller <cindy.miller@fmfn468.com>; Clark McAskile <cao@highlevel.ca>; Clayton Moss <dem@stavely.ca>; Clayton Rutberg <emergencyservices@coaldale.ca>; Clayton Terletski <Clayton.Terletski@FoothillsCountyAB.ca>; Clinton Boyda <director@extremesolutions.ca>; Clinton Boyda <director@pigeonlakeemergencyagency.ca>; Cochise Paulette <lands_assistant@slfn196.com>; Cody Letendre <letendrecody@gmail.com>; ! CAO <CAO@MUNDARE.CA>; colleen richardson <cprichardson67@gmail.com>; C Armfelt <cory.armfelt@taber.ca>; Dale Lefebvre <dlefebvre@vegreville.com>; Dan Dibbelt <ddibbelt@mdspiritriver.ab.ca>; ! Dfletcher <dfletcher@rainbowlake.ca>; Dan Marsellus <sgtdan749@yahoo.ca

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Mike Gagne <mikegagne1@live.com>; Mike Zajac <mzajac@county10.ca>; Miriam Sigurdson <miriamsig@yahoo.ca>; Natalie Chubala <natalie.chubala@gmail.com>; Natalie Chubala <natalie.chubala@kneehillcounty.com>; Nathan Cote <deputy.chief@taber.ca>; Neil Loonen <cao@irma.ca>; ! NLOONEN <NLOONEN@IRMA.CA>; ! Town of Nanton CAO <cao@nanton.ca>; Orest Popil <county24@telusplanet.net>; Orest Popil <opopil@hotmail.com>; Pam Skakun <pamskakun@shaw.ca>; ! PDHARIYA <pdhariya@devon.ca>; Pat Brothers <pbrothers@valleyview.ca>; Pat Gorcak <patgorcak@gmail.com>; Pat Mahoney <pmahoney@sturgeoncounty.ca>; Patricia Horseman <phorseman@onehealth.ca>; Paul Smith <Psmith@rainbowlake.ca>; Penny Krieger <penny@l4hs.ca>; Penny Seiling <a4a712@telus.net>; Penny Seiling <ddem@eckville.com>; Peter Hall <peterhall@ponokacounty.com>; Peter Krich <pkrich@camrose.ca>; Quinn Gillard <qgillard@fortsask.ca>; Ranald Bourassa <rannyhelen@msn.com>; Randy Denby <randy@springlakealberta.com>; Reilly McKerracher <rmckerracher@highriver.ca>; Richard DeBock <rdebock@sedgewick.ca>; Rick Ennis <ennisandassociates@gmail.com>; Rick Niwa <ag@ranchland66.com>; Rick Wagner <rwagner@rwcommunications.ca>; ! Village of Donnelly CAO <cao@donnelly.ca>; ! RTHERRIAULT <RTHERRIAULT@MDSMOKYRIVER.COM>; Rob McCulley <rob.mcculley@gmail.com>; Rob McCulley <rmcculley@county24.com>; Rob Squire <rob.squire@edmonton.ca>; ! Bbeck <bbeck@beaver.ab.ca>; Robert Ellis <robert.ellis@mdbighorn.ca>; Robert Osmond <robert.osmond@wetaskiwin.ca>; Robert Thomlinson <bthomlinson@telus.net>; ! Rhawken <rhawken@county.wetaskiwin.ab.ca>; ! PROJECTMANAGEMENT <PROJECTMANAGEMENT@GIFTLAKEMETIS.CA>; Roland Milligan <rmilligan@mdpincercreek.ab.ca>; Rolanna Auger <rolannaa@mdopportunity.ab.ca>; ! CAO <CAO@VILLAGEOFCLYDE.CA>; Ron Pelensky <rpelensky@saddlehills.ab.ca>; Rory Card <rcard@rainbowlake.ca>; Rudolf Liebenberg <svsandyb@xplornet.ca>; Russ Jassman <russ.jassman@mdlsr.ca>; Russ Nash <russn@crossfieldalberta.com>; ! Town of Three Hills CAO <cao@threehills.ca>; Samantha Greyeyes <greyeyes_s@outlook.com>; Sandra Ling <sling@vegreville.com>; Sandra Rendle <sandra.rendle@mdfairview.ab.ca>; Scott Chant <schant@olds.ca>; Sean Barnes <sbarnes@blackfalds.com>; Sean Durkin <sdurkin@sylvanlake.ca>; Sean Kelly <sean@mdwillowcreek.com>; Sharon DeVries <sdevries@yellowheadcounty.ab.ca>; Sharon Duncan <acao@forestburg.ca>; ! Rosemary Cao <rosemary.cao@eidnet.org>; Shawn McKerry <smckerry@fortsask.ca>; ! Shathaway <shathaway@warnercounty.ca>; Shawn Polley <shawn.polley@cochrane.ca>; ! SVCASTLE <SVCASTLE@TELUS.NET>; Sherry Cote <sherry.cote@bruderheim.ca>; Spencer Croil <planner@coaldale.ca>; Stacey Wabick <stacey.wabick@mdgreenview.ab.ca>; Stephen Bevans <stephen@cardstoncounty.com>; Steve Douglas <sdouglas@wainwright.ca>; Stewart Birch <sbirch@townofvulcan.ca>; Susan Henry <susan.henry@calgary.ca>; Sylvia Roy <sylvia.r@telus.net>; ! Sylvia Roy <sylvia.roy@svofficepl.com>; Tara VanDellen <tara@claresholm.ca>; Terry Penny <tgpenney@gmail.com>; ! County of Northern Lights CAO <cao@countyofnorthernlights.com>; Thomas Jukes <thomas.jukes@wheatlandcounty.ca>; Tim Davies <tim.davies@cypress.ab.ca>; Tim Calf Robe <tim.calfrobe@tsuutina.com>; Tim Dervies <farmertimsemail@yahoo.ca>; Tim Fleet <timflett@acfn.com>; Tim Harris <tharris@peacerever.ca>; Tim Harris <tjharris@telusplanet.net>; Tim Muir <koalminer@gmail.com>; Tina Colberg <tcolberg@rdcounty.ca>; Todd Martens <tmartens@hinton.ca>; Toni Nygren <toni.chipmanab@mcsnet.ca>; Toni Nygren <trtnygren@mcsnet.ca>; Tony Owens <towens@consort.ca>; Travis Simmons <travis.simmons@laclabicherecounty.com>; Trevor Mistal <t.mistal@stonyplain.com>; Trevor Bigstone <bigstone.t@hotmail.com>; Trista Court <tcourt@lsac.ca>; Vic Abel <vabel@biglakescounty.ca>; Vince Price <priceautomotive@shaw.ca>; AEMA WNC <aema.wnc@gov.ab.ca>; Warren Wilson <wl.wilson@hotmail.com>; Wendy Henderson <wendles.h@gmail.com>; ! SVWESTCOVE <svwestcove@outlook.com>; Wesley Crowshoe <wcrowshoe@yahoo.com>; ! Municipal District of Opportunity No 17 CAO <cao@mdopportunity.ab.ca>; Willie Vandeligt <councillor.vandeligt@mdacadia.ab.ca>; ! Village of Duchess Admin <administration@villageofduchess.com>
Subject: Acting Managing Director AEMA

Sent on behalf of Scott Long, Acting Managing Director of Alberta Emergency Management Agency:

Good Day. I just wanted to take a moment to advise the wider emergency community of the recent change in AEMA leadership. After six years of leading the Agency and advising the GOA through some very challenging and complex hazard seasons effective 25 Sept 2020, Shane Schreiber accepted the position of ADM Parks Division Alberta Environment and Parks.

As you all know Shane has been a champion of the emergency management profession in Alberta, as well as on the National Stage. He invested his time, energy and passion into establishing a professional community of practice built on collaboration and trust. We are all, I believe, in a better place in the province because of his efforts. I know we all wish him well in his new position!

Folks I will be the Acting Managing Director of AEMA until the December 2020 timeframe. At that time there will be a competition for the position of Managing Director AEMA. Until that time I can assure you that I will continue along the same path of collaboration, cooperation, listening to concerns/ideas and relationship building as my predecessor, Shane.

Thank you for your continued collaboration and support.

Stay safe and healthy. Cheers

Scott Long

Acting Managing Director

Alberta Emergency Management Agency

Ministry of Municipal Affairs

14515-122 Ave NW

Edmonton AB T5L 2W4

Office 780-422-6592

Cell 780-405-9549

Fax 780-422-1549

Email scott.long@gov.ab.ca

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www.emergencyalert.alberta.ca

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Classification: Protected A

debbie@onoway.ca

From: cao@onoway.ca
Sent: October 13, 2020 11:58 AM
To: debbie@onoway.ca
Subject: FW: Press Release
Attachments: GROWTH Alberta - October 4, 2020.pdf; ATT00001.htm

Info for our agenda pls

Wendy Wildman
CAO
Town of Onoway
Box 540
Onoway, AB. T0E 1V0
780-967-5338 Fax: 780-967-3226
cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

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From: Joe Blakeman <JBlakeman@lsac.ca>
Sent: October 13, 2020 9:49 AM
To: Wendy Wildman <cao@onoway.ca>; Lynne Tonita <ltonita@onoway.ca>; Judy Tracy <jtracy@onoway.ca>
Subject: Fwd: Press Release

Sent from my iPhone

Begin forwarded message:

From: Lloyd Giebelhaus <lgiebelhaus@lsac.ca>
Date: October 5, 2020 at 6:30:44 PM MDT
To: Cindy Suter <csuter@lsac.ca>
Cc: Mike Primeau <mprimeau@lsac.ca>, Joe Blakeman <JBlakeman@lsac.ca>, Nicholas Gelych <NGelych@lsac.ca>
Subject: Fwd: Press Release

For your information: trying to keep you up to date.

We can discuss further at meeting on Wednesday if you wish.

Lloyd

Sent from my iPhone

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Begin forwarded message:

From: Phyllis Webster <sgazette@telusplanet.net>
Date: October 5, 2020 at 10:54:47 AM MDT
To: "artpurdy@gmail.com" <artpurdy@gmail.com>, Charlene Smylie <csmylie@wabamun.ca>, "Janet.Jabush@mayerthorpe.ca" <Janet.Jabush@mayerthorpe.ca>, "lgiebelhaus@lsac.ca" <lgiebelhaus@lsac.ca>, Troy Grainger <manager@growthalberta.com>, Walter Preugschas <WPreugschas@countybarrhead.ab.ca>, "dale.kluin@woodlands.ab.ca" <dale.kluin@woodlands.ab.ca>, David Truckey <dtruckey@westlock.ca>
Subject: Press Release

Hi all, here is a press release that GROWTH Alberta is sending out today to area Media. I am sending to the Whitecourt Star, Whitecourt Press, Town and Country (Barrhead & Westlock), and radio station: Boom Whitecourt

If you have any other media outlets you would like me to send this press release to, please let me know ASAP.

Thanks

Carol Webster

Publisher

Grizzly Gazette - Swan Hills

780-333-2100

sgazette@telusplanet.net

www.thegrizzlygazette.com



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t 780.674.3140 f 780.674.2777 www.growthalberta.com

5306 - 49 Street, Barrhead, AB T7N 1N5

For Immediate Release: October 4, 2020

GROWTH Alberta Suspends Operations

BARRHEAD, Alberta, October 4, 2020 – Following a desperate plea from municipalities at this year's AUMA (Alberta Urban Municipalities Association) annual conference two weeks ago, provincial REDA's (Regional Economic Development Alliances) still have not received promised funding from the Alberta Government.

With over 1000 elected officials from Villages, Towns and Cities across the province gathered for the virtual conference, several delegates peppered provincial ministers about the lag in the approval of a new REDA funding agreement and pressed for a clear response as to when the promised funding would be issued by the province. Not once, not twice, but four times, delegates posed the question to the Jobs, Economy and Innovation Minister, Doug Schweitzer, of Jason Kenney's UCP government. "We never got an answer," said newly-elected AUMA Director representing Towns West, Janet Jabush.

Jabush, Mayor of the Town of Mayerthorpe, is a Director with GROWTH AB, along with municipal partners from the Counties of Lac Ste. Anne, Barrhead and Woodlands, the Towns of Westlock and Swan Hills and the Villages of Clyde and Wabamun. "I find the province's lack of appreciation for the dire straights in which some REDAs are being placed incredibly frustrating," declared Jabush. "Further, when directly asked, numerous times, Minister Schweitzer skated around a direct answer, leaving the REDA stakeholders angry and uncertain."

Formed by Ralph Klein's Progressive Conservative government in 2001, REDAs were mandated to assist the GoA with developing regional economies and adding bench strength to the Province's industry development goals. Municipalities were encouraged to foster collaborative relationships with their neighbours and to form partnerships to further regional goals and initiatives.

Nine remaining provincial REDAs continue to develop regional opportunities for their member partners with funding for the entire province slashed from a 5-year \$900,000/year agreement to a proposed 3-year \$450,000/year agreement in the 2020 provincial budget.

Previous provincial leaders recognized the value of regional collaboration and signed a 5-year funding agreement providing Growth Alberta with \$100,000 in operating funds which ended in March 2020. REDAs also benefited from provincially guaranteed CARES funding in the amount of \$200,000 over 4 years which ended in 2019.



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REDA alliances add value as regional collaborative mechanisms that communities use to supplement their own economic development strategies. Business retention and expansion are also fundamental tenets of the REDA mandate. The alliances work with key regional industry stakeholders to promote growth, build community capacity and expand exposure to investment and industry attraction.

REDAs were responsible for mapping the provincial broadband landscape. They introduced valued added hemp opportunities to rural Alberta. And, GROWTH Alberta, seeing a need for tourism development, introduced the WILD Alberta brand complete with an aggressive marketing plan.

In February of this year, GROWTH Alberta invited all municipalities in the region (members and non-members) to join in a strategic planning session aimed at creating a vision for the future of the organization. The session also sought to win back former members and to entice new members to join the organization, thus growing its membership from eight to thirteen municipalities in the region. The planning session received rave reviews from attendees and generated renewed interest in developing the organization's economic development projects and furthering the WILD Alberta initiative.

Both time and money have run out for GROWTH Alberta. Difficult decisions had to be made and the Board was forced to lay off its staff. And, with no sign of the promised \$50,000 or the funding agreement, at the September 16th regular meeting, the Board voted to suspend operations. With no small sense of irony, the Board noted that the vote took place on GROWTH's 18th Anniversary.

"Talks continue with staff, administrators, and the Assistant Deputy Minister, as well as MLA's Glenn van Dijken and Shane Getson, about the lack of a funding agreement and the dollars attached to it. The Board remains hopeful, but the candle is starting to burn pretty low on the ability of the Growth Alberta REDA to survive this move by the Province," stated GROWTH Alberta Board Chair, David Truckey.

Media Contacts:

David Truckey, GROWTH Alberta Chairman
email: truckey@westlock.ca

Carol Webster, GROWTH Alberta Secretary
email: carolwebster@townofswanhills.com
Cell: 780-333-1171



**COMMUNITY FUTURES YELLOWHEAD EAST
MINUTES OF Regular Zoom Board Meeting
June 18, 2020**

Present: Chair Carol Webster, Vice Chair Daryl Weber, Secretary Leslie Penny, Treasurer, Marvin Schatz, Pat Burns, Jim Hailes, John Burrows, Staff; Manager Michelle Jones, BA- Stacy Nisbet , Jody Collins, Charity Vollmann

Regrets: Board Members: Nick Gelych , Judy Tracy, Treasurer-Ray Hilts

Call to Order: Chair Carol Webster called the meeting to order at 11:41 am.

Adoption of Agenda: **28/20 Moved by Leslie Penny**
That the Agenda be adopted as presented. **CARRIED**

Minutes of previous meeting **29/20 Moved by Daryl Weber**
That the minutes be accepted as presented. **CARRIED**

Chairman's Report Provided verbal report of IRC Committee Meeting
Accepted as information

Manager's Report **30/20 Moved by Leslie Penny**
That the Managers report be accepted as information **CARRIED**

IRC Report **31/20 Moved by Daryl Weber**
That the IRC report be accepted as attached **CARRIED**

CED Report **32/20 Moved by John Burrows**
That the CED report be accepted as attached **CARRIED**

Old Business: **8.1: WD Emergency Fund Update – RRRF Loan Fund**

33/20 Moved by Pat Burns
The board approved the RRRF loan agreement with CFNA as presented. The board accepted the signing of the resolution.

CARRIED

8.2 Policies and Procedures – Human Resource Policy

34/20 Moved by Pat Burns
That the HR Policy be accepted as presented.

CARRIED

8.3 COVID-19 Re-open for business policy –
Discussion regarding COVID reopening. Accepted as information.

8.4 Computer update –
Discussion around computer upgrade. Accepted as information.

New Business

9.1 Approval of Annual Performance Report

35/20 Moved by Daryl Weber
To accept the interest transfer policy as presented.

CARRIED

9.2 LMP Grant

36/20 Moved by Daryl Weber
To accept the LMP grant as presented.

CARRIED

9.3 Mental Health Grant
Discussion regarding mental health grant. Accepted as discussion.

9.4 EFT Payments
Discussion to accept the EFT payment administration. Accepted as discussion.

9.5 Remuneration
Tabled discussion in regard to remuneration of board members attendance.

9.6 Loan Project

37/20 Moved by Leslie Penny
To accept the loans program as presented.

CARRIED

Round Table

Jim Hailes-Fox Creek
No update

Leslie Penny – Town of Barrhead
Businesses are reopening . Infrastructure is moving ahead.

Marvin Schatz – County of Barrhead
Flooded areas and agricultural disaster in Athabasca and Thornhill areas.
County is wet so they have moved their road construction.

Pat Burns – Town of Mayerthorpe
Prefers a cheque for remuneration
Update on the community of Mayerthorpe

Daryl Weber – Village of Alberta Beach
Discussed concerning rising water levels and paving

Carol Webster – Town of Swan Hills

Notice from Big Lakes that they are in a hardship and will not be paying to a capital fund. New businesses opening. Select current businesses reported increase in business levels.

38/20 Moved by Marvin Schatz –

Moved to adjourn at 1:35 pm

Adjournment

Next Meeting

September 17th , 2020
Zoom Meeting 1:00 pm

Interim Chair, Carol Webster

Secretary, Leslie Penny



LEGISLATIVE ASSEMBLY
ALBERTA



Shane Getson, MLA
Lac Ste. Anne-Parkland

September 28, 2020

Her Worship,
Judy Tracy
Mayor of the Town of Onoway
4812 – 51 Street, Box 540
Onoway, AB T0E 1V0

Dear Ms. Tracy:

On September 25, 2020, our government was proud to announce the Municipal Operating Support Transfer (MOST). This new program delivers funding provided by the provincial and federal governments to support municipal operations impacted by the COVID pandemic and actions taken in response to it.

A total of \$606 million in operating funding will be provided to municipalities under this program, including \$30 million already allocated under the Municipal Sustainability Initiative Operating program. \$140 million of this funding will be provided to municipalities with public transit systems to support public transit operating costs and revenue decreases due to COVID-19, while the remainder will be provided to all municipalities and Metis Settlements to support general COVID-19-related operating costs and revenue losses.

As you have likely seen in the program announcement from Minister Allard, the Town of Onoway will receive \$109,195 in MOST funding. I trust this will be put to good use in your municipality to address the financial impacts caused by the pandemic.

Thank you to the Honourable Tracy Allard, Minister of Municipal Affairs and the Government of Canada for recognizing the importance of supporting Alberta's municipalities in these difficult times. If you have any questions regarding this funding, I urge you to contact Alberta Municipal Affairs at 780-422-7125 or ma.municipalstimulus@gov.ab.ca.

Yours truly,

Shane Getson
MLA for Lac Ste. Anne-Parkland

cc: Honourable Tracy Allard, Minister of Municipal Affairs

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Edmonton

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MENTAL HEALTH OUR SERVICES NEWS EVENTS GET INVOLVED SHOP

 DONATE

An Evening to Remember – Honouring Lives Lost to Suicide

November 13, 2020

7:00 pm to 8:30 pm

 ADD TO CALENDAR (ICAL)

 ADD TO GOOGLE CALENDAR

An Evening to Remember

Honouring Lives Lost to Suicide



"We have all known the long loneliness and we have learned the only solution is love and that love comes with community." - Dorothy Day

Sharing our love and grief in a supportive community.

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NEED HELP? Call the 24-Hour Distress Line at 780-482-4357 



Canadian Mental Health Association
Edmonton
Mental health for all

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including:

- A photo display of those lost to suicide
- Original songs written to express the emotions of loss
- Guest speakers sharing their personal experience of suicide grief;
- A jingle dress dance and learnings from the Indigenous community in relation to suicide loss.

To register for this event please click [here](#).

EVENTS CALENDAR

		October 2020						
SU	M	T	W	TH	F	S		
27	28	29	30	1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

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