

**AGENDA FOR THE REGULAR MEETING OF
THE COUNCIL OF THE TOWN OF ONOWAY
HELD ON THURSDAY, NOVEMBER 19, 2020 IN THE COUNCIL CHAMBERS OF
THE ONOWAY CIVIC CENTRE AT 9:30 A.M.**

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- as is, or with additions or deletions

Pg 1-5 **3. ADOPTION OF MINUTES – November 5, 2020 Regular Council Meeting**

4. APPOINTMENTS/PUBLIC HEARINGS – n/a

Pg 6-7 **5. FINANCIAL REPORTS – Revenue and Expense Report as of November 16, 2020**

6. POLICIES & BYLAWS –

Pg 8-10 **Policy A-ADM-FEE-1 – Administrative Fees – General Invoicing** – please refer to the attached policy and the existing policy for invoicing. This establishes a policy for adding penalties to outstanding invoices in the amount of 15% per annum. *(approve policy as amended, or some other direction as given by Council at meeting time)*

7. ACTION ITEMS

Pg 11-19

a) Covid-19 Discussion - As a result of escalating case numbers, effective 3:30pm on Friday, November 6, 2020, the Government of Alberta announced that all designated Watch Status regions will be moved to Enhanced Status. Lac Ste. Anne County has been within a Watch Status region since October 26, 2020. Accordingly, and until further notice, Lac Ste. Anne County has an **Enhanced Status** designation, and will be held to the mandatory provincial health measures as outlined in the Covid-19 Section of the Government of Alberta website. The information on Enhanced Status targeted measures is attached. The current case numbers for the Lac Ste. Anne region reflect cases within all of the urban municipalities inside the County's border and can be found on the Province's Covid-10 map. Under Enhanced Status, the Province is closely monitoring the risk and will discuss the possible need for additional health measures with affected municipalities as required. The Town also distributed a survey to residents on November 13, 2020 requesting their feedback on a proposed mandatory mask bylaw and we will discuss the survey results. The survey results to November 17 are distributed by separate email. Neither Lac Ste. Anne County, Mayerthorpe or Alberta Beach are going to pass a mandatory mask bylaw at this time. Mayerthorpe's draft mask bylaw, which has had one reading, is attached for information. *(for discussion and direction of Council at meeting time)*

Pg 20-33.

b) Subdivision of Plan 072 9069 Block 1, Lot 2 – please refer to the Development Officer's Subdivision Report and the application from the resident for this request. This subdivision application is to subdivide a 1.0 acre parcel from a 10.0 acre parcel of land. The Subdivision Approving Authority recommends approval, subject to the following conditions: 1) All outstanding property taxes must be paid; 2) access to the municipal roadway system to be installed to each parcel, to the satisfaction of the Town of Onoway; 3) Agreement requiring installation and connection to each parcel, at the landowners cost, to Municipal sewer and water systems upon the extension of these systems to within 75 metres of the parcels, within one (1) year of that extension of services occurring, to the satisfaction of the Town of Onoway; 4) franchise utilities (incl. gas, power, phone) to be installed to the property line of both the proposed parcel and the balance in accordance with the particular utility requirements; Easement Agreements, in favour of ATCO Gas and Gas and FortisAlberta, shall be completed with those utilities, to the satisfaction of ATCO Gas and FortisAlberta; 5) Utility/pipeline agreements on title to be extended to the successor property(s) containing said pipeline(s)/utility(s); 6) Endorsement fees in the amount of \$100.00 to be paid to the Town of Onoway; 7) On-site drainage to be addressed as a condition of development permit approval for the proposed lot. At your October 1, 2020 meeting, Council passed Motion #292/20 that the subdivision application request from the applicant 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. *(approve subdivision with conditions as noted, or some other direction as given by Council at meeting time)*

Pg 34-39
c) Onoway Regional Medical Clinic – please refer to two October 19, 2020 letters from Lac Ste. Anne County requesting infrastructure funding. One letter requests the members to fund new exterior signage at the clinic in the amount of \$4,672.50. The second letter requests funding for repairs to the asphalt parking lot and improvements to the Onoway Community Hall for overflow parking and potential pedestrian ramp or stairs from the Community Hall to the Onoway Regional Medical Clinic. Two quotes for paving are attached are between \$31,837.30 and \$62,985.00. *(for discussion and direction of Council at meeting time)*

Pg 40-48
d) Capital Region Assessment Services Commission Memorandum of Agreement – please refer to the attached for assessment review board (ARB) services. The Town previously received ARB services from Lac Ste. Anne County for a nominal fee of \$100/year, and then additional costs were charged if an actual assessment appeal was filed. Earlier this year the County advised us that they would be discontinuing this service at the end of 2020. Attached is a draft agreement for ARB services from Capital Regional Assessment Services Commission. Under this agreement it certainly will cost the Town more for the provision of this service, but this service must be in place. CRASC will only enter into an agreement for the 2021 year, and then will enter into a further agreement that will align timelines with their other service agreements. *(approve agreement, and authorize execution once final agreement is received)*

Pg 49
e) EQUUS Request for Silent Auction Donations – please refer to the attached letter dated November 4, 2020 requesting a silent auction item for their online auction to raise funds for families in need over Christmas. *(for discussion and direction of Council at meeting time)*

Pg 50-64
f) 2021 Muniware Software Support Agreement and Software License Agreement - please refer to the October 28, 2020 letter from Brandi Whiting, CEO of Muniware. This is our annual agreement for 2021 which has a 0% increase from last year (\$617.47/month). This is the software program that runs all of our administrative functions: taxes, utilities, a/p, a/r, budget, payroll and business licenses, etc. *(to approve both agreements and authorize execution)*

g) Waste Recycle and Organics Contract – the RFP for this contract closed on November 5, 2020 and the Town has received 3 proposals. The results will be presented to Council at meeting time. *(to approve a contract to _____ for a five year term beginning January 1, 2021)*

h)

i)

j)

8. COUNCIL, COMMITTEE & STAFF REPORTS

- a) Mayor's Report
- b) Deputy Mayor's Report
- c) Councillor's Reports (x 3)
- d) CAO Report
 - franchise fee increases x2
 - McCullough Centre closure
 - business licenses
- e) Public Works Report

9. INFORMATION ITEMS

- Pg 65-69
- a) Town of Onoway Development Permit 20DP09-24 – Operation of a Retail Clothing Sales Business Kalos Couture at 4917 – 50 Street, Onoway

b)

c)

d)

10. CLOSED SESSION – n/a

11. ADJOURNMENT

12. UPCOMING EVENTS:

- 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.
- February 4, 2021 – Regular Council Meeting 9:30 a.m.
- February 18, 2021 – Regular Council Meeting 9:30 a.m.

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

	PRESENT	Mayor: Judy Tracy Deputy Mayor: Lynne Tonita Councillor: Lisa Johnson Councillor: Jeff Mickle (by telephone) Councillor: Pat St. Hilaire Administration: Wendy Wildman, Chief Administrative Officer Jason Madge, Assistant Chief Administrative Officer/Public Works Manager Debbie Giroux, Recording Secretary
1.	CALL TO ORDER	Mayor Judy Tracy called the meeting to order at 9:30 a.m.
2.	AGENDA Motion #345/20	MOVED by Deputy Mayor Lynne Tonita that Council adopt the agenda of the regular Council meeting of Thursday, November 5, 2020 with the following addition: 7k) Doing Business in Onoway <p style="text-align: right;">CARRIED</p>
3.	MINUTES Motion #346/20 Motion #347/20	MOVED by Councillor Pat St. Hilaire that the minutes of the Thursday, October 15, 2020 Organizational meeting be adopted, with the following spelling error corrected: Motion #315/20 should read: Councillor Lisa Johnson, not Councillor Lia Johnson. <p style="text-align: right;">CARRIED</p> MOVED by Deputy Mayor Lynne Tonita that the minutes of the Thursday, October 15, 2020 regular Council meeting be adopted, as presented. <p style="text-align: right;">CARRIED</p>
4.	APPOINTMENTS/PUBLIC HEARINGS	Deferred to later in the meeting.
5.	FINANCIAL REPORTS	n/a
6.	POLICIES & BYLAWS Motion #348/20	MOVED by Deputy Mayor Lynne Tonita that amendments to Policy A-PW-RATE-1 – Rates for the Use of Town Workers and Equipment, be approved and implemented effective immediately. <p style="text-align: right;">CARRIED</p>

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

7.	ACTION ITEMS Motion #349/20	<p style="text-align: right; font-size: 2em; font-weight: bold; opacity: 0.5;">DRAFT</p> <p>MOVED by Councillor Lisa Johnson that the discussion regarding Covid-19 be accepted for information and that Administration develop a survey to be shared with residents regarding potential mandatory face coverings (masks) and review the suggested survey with Council prior to requesting resident feedback.</p> <p style="text-align: right;">CARRIED</p> <p>At 9:45 a.m., Council met with their first appointment.</p>
4.	APPOINTMENTS/PUBLIC HEARINGS Motion #350/20	<p>From 9:45 a.m. to 9:55 a.m., Council met with Kayla and Chase Comaniuk regarding fire services invoices for incidents that occurred on February 2, 2020 and July 1, 2020.</p> <p>MOVED by Councillor Pat St. Hilaire that Council defer a decision on this matter in order to give Administration an opportunity to discuss the Comaniuk's concerns further with the fire services provider (NWFR) and bring this matter back to Council for further discussion.</p> <p style="text-align: right;">CARRIED</p> <p>The Comaniuk's left the meeting at 9:55 a.m. Council returned to Action Items on the agenda at 9:55 a.m.</p>
7.	ACTION ITEMS Motion #351/20 Motion #352/20	<p>MOVED by Councillor Pat. St. Hilaire that the October 22, 2020 audit engagement letter from Philip Dirks, Metrix Group, be approved and authorize execution of same.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Mayor Judy Tracy that the Town lease Bretzlaff Park out for the 2021 season as in the past, the local farmer to cultivate the land, and that this be reviewed again at the end of 2021.</p> <p style="text-align: right;">CARRIED</p> <p>Council recessed from 10:20 to 10:25 a.m.. Council returned to appointments at 10:25 a.m.</p>
4.	APPOINTMENTS/PUBLIC HEARINGS	<p>Council met with Onoway Facility Enhancement Association (OFEA) representatives Corinne Feth and Marilyn Buechner at 10:25 a.m.</p> <p>The representatives of OFEA left the meeting at 11:00 a.m.</p>

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

DRAFT

	<p>Motion #353/20</p>	<p>MOVED by Councillor Pat St. Hilaire that the discussion with the Onoway Facility Enhancement Association (OFEA) and pending future lease agreement for operation of the Community Hall be deferred pending the following:</p> <ul style="list-style-type: none"> - Receipt of financial records from the Association to the Town - Thorough review of existing agreement and the Associations' proposed changes - A complete building inspection being conducted, as requested during the meeting <p style="text-align: right;">CARRIED</p>
<p>7.</p>	<p>ACTION ITEMS Motion #354/20</p> <p>Motion #355/20</p> <p>Motion #356/20</p> <p>Motion #357/20</p>	<p>MOVED by Councillor Lisa Johnson that Council approve the closure of the Town Office and Public Works for the holiday season from Thursday, December 24 and reopening Monday, January 4, 2021 as presented by Administration, with staff being granted 4 additional days off (December 28, 29, 30, 31 - Boxing Day is a Saturday so is recognized on December 24), to be covered from staff existing banked hours or vacation days.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Councillor Pat St. Hilaire that Council deny the request from St. Rose of Lima Catholic Church for the Town to provide and place concrete barriers in their Church parking lot to deter recreational vehicles from entering their parking lot when in Town to use the sani-dump. Public Works is to advise the Church that Council has no objections to them placing their own concrete barriers, provided they are set up within the boundaries of the Church's property.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that the Town provide the Onoway and District Historical Guild with an item for their silent auction that begins on November 15.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Mayor Judy Tracy that the participation of Council and Administration at the October 28, 2020 Assessment Model Review Webinar hosted by Alberta Municipal Affairs be approved and attendance ratified.</p> <p style="text-align: right;">CARRIED</p>

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TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

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	<p>Motion #358/20</p> <p>Motion #359/20</p> <p>Motion #360/20</p> <p>Motion #361/20</p>	<p>MOVED by Deputy Mayor Lynne Tonita that the information regarding the Reynolds, Mirth, Richards and Farmer Employment Seminar being held on November 19-20, 2020 be accepted for information.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that Council approve the attendance of Council and Administration at the Brownlee LLP Emerging Trends in Municipal Law Virtual Conference being held on February 11, 2021. There is no cost to participate.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that the outstanding fire invoice in the amount of \$2,927.24 for a fire that occurred on April 27, 2020 at 5403 Lac Ste. Anne Trail South be transferred to the property owners' tax account.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Councillor Jeff Mickle that the discussion regarding "Doing Business in Onoway" be accepted for information and that Administration follow up as directed.</p> <p style="text-align: right;">CARRIED</p>
8.	<p>COUNCIL, COMMITTEE & STAFF REPORTS</p> <p>Motion #362/20</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 the Assistant Chief Administrative Officer/Public Works Manager be accepted for information as presented.</p> <p style="text-align: right;">CARRIED</p>
9.	<p>INFORMATION ITEMS</p> <p>Motion #363/20</p>	<p>MOVED by Deputy Mayor Lynne Tonita that Council accept the following items for information as presented:</p> <p>a) Alberta Municipal Affairs – Municipal Indicators – (undated) letter from Gary Sandberg, Assistant Deputy Minister attached to an October 19, 2020 email</p> <p>b) Alberta Urban Municipalities Association (AUMA) - October 20, 2020 email advising of a staff member hired as the Director of Client Development, Not-for-Profit</p> <p style="text-align: right;">CARRIED</p>
10.	<p>CLOSED SESSION</p>	<p>n/a</p>

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(14)

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

11.	ADJOURNMENT	As all matters on the agenda have been addressed, Mayor Judy Tracy declared the meeting adjourned at 12:55 p.m.		
12.	UPCOMING EVENTS	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.
		February 4, 2021	Regular Council Meeting	9:30 a.m.
		February 18, 2021	Regular Council Meeting	9:30 a.m.

Mayor Judy Tracy

Debbie Giroux
Recording Secretary

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TOWN OF ONOWAY

Revenue & Expense

Page 1 of 3
2020-Nov-16
2:10:08 PM

Description	2020 Actual	2020 Budget
TOTAL TAXATION REVENUE	(1,585,022.07)	(1,585,879.21)
TOTAL REQUISITIONS	210,789.69	343,102.21
TAX REVENUE AVAILABLE FOR MUNI	(1,374,232.38)	(1,242,777.00)
TOTAL GENERAL REVENUE	(101,543.46)	(104,700.00)
TOTAL LEGISLATIVE EXPENSE	90,292.16	118,931.00
SURPLUS/DEFICIT LEGISLATIVE	90,292.16	118,931.00
TOTAL ADMIN REVENUE	(67,160.26)	(189,059.00)
TOTAL ADMIN EXPENSE	592,663.48	715,040.00
SURPLUS/DEFICIT ADMIN	525,503.22	525,981.00
TOTAL FIRE REVENUE	(309,961.14)	(344,887.00)
TOTAL FIRE EXPENSE	311,923.26	370,119.00
FIRE SURPLUS/DEFICIT	1,962.12	25,232.00
TOTAL DISASTER SERVICES REV.	(4,200.00)	0.00
TOTAL DISASTER SERVICES EXPENS	21,049.24	28,600.00
DISASTER SURPLUS/DEFICIT	16,849.24	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	(310.00)	(2,500.00)
TOTAL BYLAW EXPENSE	0.00	1,000.00
BYLAW SURPLUS/DEFICIT	(310.00)	(1,500.00)
TOTAL POLICING REVENUE	(90,035.50)	(176,000.00)
TOTAL POLICING EXPENSE	121,852.50	211,450.00
POLICING SURPLUS/DEFICIT	31,817.00	35,450.00
TOTAL PW REVENUE	0.00	0.00
TOTAL PW EXPENSE	199,725.30	189,599.00
PW SURPLUS/DEFICIT	199,725.30	189,599.00
TOTAL ROADS REVENUE	(17,215.18)	(115,776.00)
TOTAL ROAD EXPENSE	342,680.85	434,351.00
ROADS SURPLUS/DEFICIT	325,465.67	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	(476,501.06)	(566,500.00)
TOTAL WATER EXPENSE	460,332.87	517,803.00
WATER SURPLUS/DEFICIT	(16,168.19)	(48,697.00)
TOTAL SEWER REVENUE	(211,455.77)	(219,966.00)
TOTAL SEWER EXPENSE	197,933.59	197,002.00
SEWER SURPLUS/DEFICIT	(13,522.18)	(22,964.00)
TOTAL WASTE COLLECTION REV	(105,930.69)	(129,500.00)
TOTAL WASTE COLLECT EXP	82,106.22	113,124.00
WASTE COLLECT SURPLUS/DEF	(23,824.47)	(16,376.00)
TOTAL FCSS REVENUE	(107,823.00)	(114,312.00)
TOTAL FCSS EXPENSE	51,342.92	103,798.00
FCSS SURPLUS/DEFICIT	(56,480.08)	(10,514.00)
TOTAL PLAN REVENUE	(4,238.43)	(3,500.00)
TOTAL PLANNING EXPENSE	9,405.12	18,500.00
PLANNING SURPLUS/DEFICIT	5,166.69	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	(3,050.00)	(102,500.00)
TOTAL EDC EXPENSE	148,935.67	100,821.00
EDC SURPLUS/DEFICIT	145,885.67	(1,679.00)
TOTAL REC PROGRAM REVENUE	0.00	0.00
TOTAL REC PROGRAM EXPENSE	7,000.00	12,212.00
REC PROGRAM SURPLUS/DEFICIT	7,000.00	12,212.00
TOTAL PARKS REVENUE	(21,873.00)	(5,000.00)
TOTAL PARKS EXPENSE	119,437.04	135,676.00
PARKS SURPLUS/DEFICIT	97,564.04	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	(102,493.91)	0.00



Town of Onoway

Administrative Policy

Number	Title		
A-ADM-FEE-1 (2.11)	ADMINISTRATIVE FEES – GENERAL INVOICING		
Approval	Originally Approved	Last Revised	
(CAO initials)	Resolution No:	Resolution No:	
	Date:	Date:	Nov 14, 2006

Purpose

It is recognized that the municipality must be good stewards of the employees' time and of the public purse. Cost recovery for services provided is a guiding principle in the Town's business plan. An administrative fee charged on general invoices for services other than utilities or garbage bins billing will assist in covering the cost of staff time for generating the invoices.

Policy Statement

On all General Invoices generated from the administration office for services such as, but not limited to, fire calls, bylaw enforcement issues or charges for public works staff and/or equipment, an administration fee of 15% may be added. This fee is to assist in the cost recovery of staff time, office supplies and mailing costs. An administration fee of \$25.00 will be charged to the tax account upon transfer of fees to that account.

Should the invoice remain unpaid after 30 days, the invoice shall have a penalty rate of 15% per annum (1.25% per month) interest will be charged on overdue accounts. Where possible, after 60 days, a council motion will be obtained to transfer the total charge to the tax roll of the person to whom the invoice was sent.

Should the administrative office require the services of an outside resource, such as legal counsel, to address issues related to invoicing, any costs associated to the use of the resource shall be included in the account invoice.

The CAO or designate may, at his/her sole discretion, waive the terms of this policy.



Town of Onoway Administrative Policy

Revisions:

Resolution Number	MM/DD/YY

ADMINISTRATIVE

OLD POLICY

2.11 ADMINISTRATIVE FEES – GENERAL INVOICING

Authorization: November 14, 2006 Council Resolution

Date Effective:

Policy:

1. On all General Invoices generated from the administration office for fire calls, bylaw enforcement issues or charges for public works staff and/or equipment, an administration fee of 15% will be added. This fee is to assist in the cost recovery of staff time, office supplies and mailing costs. *(Staff time includes any one of the Fire Scene Commander, Public Works Foreman, Bylaw Enforcement Officer who brings the information into the office for billing, as well as office staff.*
2. Should the invoice remain unpaid after 30 days, the invoice shall have a penalty of 3.5% added. Where possible, after 60 days, the total charge shall be added to the tax roll of the person to whom the invoice was sent.
3. Should the administrative office require the services of an outside resource, such as legal counsel, to address issues related to invoicing, any costs associated to the use of the resource shall be included in the account invoice.
4. The CAO or designate may, at his/her sole discretion, waive the terms of this policy.

Background:

It is recognized that the municipality must be good stewards of the employees' time and of the public purse. Cost recovery for services provided is a guiding principle in the Town's business plan. An administrative fee charged on general invoices for services other than utilities or garbage bins billing will assist in covering the cost of staff time for generating the invoices.

Notifications

[COVID-19: Cases continue rising across Alberta. Targeted health measures take effect Nov. 13 for all communities on the enhanced list. Learn more.](#)



[Home](#) → [Government](#) → [Priorities and initiatives](#) → [Key initiatives](#) → [Alberta's COVID-19 response](#) → [COVID-19 info for Albertans](#) → Targeted public health measures
[COVID-19 info for Albertans](#)

Targeted public health measures

New public health measures are in place in communities across Alberta to protect the health system and limit the spread of COVID-19.

Help stop the spread

COVID-19 cases continue rising across Alberta. Targeted public health measures come into effect Friday, November 13. This is our last chance to avoid more restrictive measures.

Together, these measures will help protect our health care system, keep schools and businesses open, and protect vulnerable Albertans by limiting the spread of the virus.

Health officials are monitoring the situation and will implement additional measures if needed.

New measures at a glance

Targeted measures apply to [all communities on the enhanced list \(purple zones\)](#). Additional measures may apply to the Calgary and Edmonton areas, and the cities of Fort McMurray, Grande Prairie, Lethbridge and Red Deer.

Unless otherwise indicated, measures are in place until we see less stress on our health care system.

1. See list of affected communities in the [Calgary area](#) and the [Edmonton area](#).

	All purple zone areas	Calgary Area ¹	Edmonton Area ¹	Fort McMurray	Grande Prairie	Lethbridge	Red Deer
No social gatherings inside your home or outside of your community	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15-person limit on family & social gatherings	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Limit of 3 cohorts, plus child care	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	All purple zone areas	Calgary Area ¹	Edmonton Area ¹	Fort McMurray	Grande Prairie	Lethbridge	Red Deer
Mask use encouraged in all indoor workplaces	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Employers in office settings to reduce employees in the workplace at one time	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Restaurants/pubs stop liquor sales by 10pm, close by 11pm (Nov 13-27)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ban on indoor group fitness classes & team sports (Nov 13-27)	No	Yes	Yes	Yes	Yes	Yes	Yes
Ban on group singing, dancing & performing activities (Nov 13-27)	No	Yes	Yes	Yes	Yes	Yes	Yes
50-person limit on wedding and funeral services (indoor & outdoor)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Faith-based gatherings limited to 1/3 capacity	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Measures in detail

No social gatherings inside your home or outside of your community

Social gatherings are currently a key driver of COVID-19 spread in Alberta.

- Do not hold social gatherings inside your home. Instead, socialize outdoors or in structured settings, like restaurants or other business that are subject to legal limits and take steps to prevent transmission.
- Do not move social gatherings to communities with no restrictions as it puts you and others at risk.

15-person limit on family & social gatherings

15-person limit on social and family gatherings – indoors and outdoors – where people are mixing and mingling.

Social gatherings are where people:

- move freely to mix with others
- have two-way conversations
- share food, laugh, play games

Examples of social gatherings include:

- wedding or funeral receptions
- induction or award ceremonies
- luncheons or potlucks
- parties: birthday, retirement, baby showers, house/backyard

Limit of 3 cohorts, plus child care

Limit of 3 cohorts: your core household, your school, and one other sport or social cohort.

Young children who attend child care can be part of 4 cohorts.

Mask use encouraged in all indoor workplaces

Wear a mask in all indoor work settings, except when alone in a workspace or an appropriate barrier is in place. This includes:

- while attending in-person meetings
- any time you leave your desk or barrier/partition:
 - when in the washroom
 - getting a coffee
 - heating up your lunch
 - moving in a hallway

Office settings to reduce employees in the workplace at one time

Employers are strongly encouraged to implement options such as rotating schedules or enabling staff to work remotely to reduce the number of employees in a workplace at a time.

Restaurants/pubs stop liquor sales by 10pm, close by 11pm (Nov 13-27)

Operators are working hard to follow guidance and protect patrons, however, extended drinking and socializing in these settings, which primarily occurs late at night, can facilitate risky behaviours that spread COVID-19.

- These rules apply to restaurants, bars, lounges and pubs with Class A, B or C licences.
- This restriction does not apply to facilities that do not have a liquor licence.
- Restaurants, bars, lounges and pubs may continue to offer take-out and delivery food and beverage services after 11 pm.
- Casinos, bingo halls, pool halls and indoor recreation centres must stop alcohol service at 10pm but do not need to close public access.

Ban on indoor group fitness classes & team sports (Nov 13-27)

N/A

These activities can have a high risk of spread due to exertion of participants, and often involve mixing and mingling before or after the class or activity.

- Banned activities include:

- group high-intensity activities, which are defined as an organized indoor activity consisting of 2 or more people to do high-intensity cardiovascular exercise – examples include spin, zumba, dance, hot yoga, cross fit
- team sport activities such as practices, games and competitions that occur indoors and where 2 metre distancing is not maintained at all times – this also includes all youth team sports
- Does not include:
 - outdoor sports
 - school-based activities, junior/collegiate/university, or professional/Olympic sports – professional and semi-professional teams and athletes must continue to follow applicable guidance
 - individual/household exercises, training or equipment use with a trainer
 - low-intensity and/or non-aerobic activities such as weightlifting, yoga, Pilates and Tai Chi up to 5 people, including instructor

Ban on group performing, singing and dancing (Nov 13-27)

N/A

A group performance is any organized activity consisting of two or more people who come together indoors to sing, dance, play wind instruments or perform live theatre.

These activities can cause high risk of spread. They are often conducted in enclosed spaces and involve mixing and mingling before or after the class or activity.

- This ban applies to all group performance activities conducted indoors, including rehearsals, practice sessions and performances. This includes singing and other group performances in places of worship.
- Does not apply to:
 - professional artists
 - schools, as these have additional measures in place to reduce the risk for staff and students
 - individual student/household and teacher setting (e.g., piano lessons)
 - outdoor performance activities

50-person limit on wedding and funeral services

This measure will help limit exposure, reduce outbreaks and protect vulnerable attendees.

- The 50-person limit applies to attendees of wedding ceremonies and funeral services held indoors or outdoors, seated or non-seated.
- This applies to any facility, including places of worship and funeral homes.
- It does not apply to staff, organizers, performers or groups not considered an invited guest.
- Wedding and funeral receptions are limited to 15 people.

Faith-based gatherings limited to 1/3 capacity

Faith communities are often significant aspects of people's lives, and include intimate and close contact between members.

- Faith leaders may hold multiple services.
- This does not apply to meetings that are structured where distancing and masking are used, such as leadership meetings, or mutual support meetings that may be hosted such as Alcoholics Anonymous.

This measure will help limit exposure at these activities, reducing outbreaks and protecting vulnerable members who attend.

Measures by community

All communities under enhanced measures (purple zones)

These measures apply to all communities on the enhanced list (purple zones). Additional measures apply to the Calgary area and Edmonton area, and the cities of Fort McMurray, Grande Prairie, Lethbridge and Red Deer.

Mandatory measures

- Restaurants, bars, lounges and pubs must stop liquor sales by 10pm and close by 11pm - applies to Class A, B or C licences (Nov 13-27).
- 15-person limit on social and family gatherings - indoors and outdoors - where people are mixing and mingling.
- 50-person limit on indoor and outdoor wedding ceremonies and funeral services.

Voluntary measures

- No social gatherings inside your home or outside of your community. Instead, socialize outdoors or in structured settings, like restaurants or other business that are subject to legal limits and take steps to prevent transmission.
- Limit of 3 cohorts: your core household, your school, and one other sport or social cohort. Young children who attend child care can be part of 4 cohorts.
- Wear a mask in all indoor work settings, except when alone in a workspace or an appropriate barrier is in place.
- Employers in office settings should implement measures to reduce the number of employees in the workplace at one time.
- Faith-based gatherings limited to 1/3 capacity at one time.

Resources

- [Gatherings and cohorts](#)
- [Masks](#)

Calgary Area measures

These measures apply to Calgary and surrounding communities ([see full list](#)).

Community-specific mandatory measures

- Ban on indoor group fitness classes and team sport activities (Nov 13-27).
- Ban on group performance activities: singing, dancing and theatre (Nov 13-27).

Mandatory measures

- Restaurants, bars, lounges and pubs must stop liquor sales by 10pm and close by 11pm - applies to Class A, B or C licences (Nov 13-27).
- 15-person limit on social and family gatherings - indoors and outdoors - where people are mixing and mingling.
- 50-person limit on indoor and outdoor wedding ceremonies and funeral services.

Voluntary measures

- No social gatherings inside your home or outside of your community. Instead, socialize outdoors or in structured settings, like restaurants or other business that are subject to legal limits and take steps to prevent transmission.
- Limit of 3 cohorts: your core household, your school, and one other sport or social cohort. Young children who attend child care can be part of 4 cohorts.

Town of Mayerthorpe
Province of Alberta
Canada

BYLAW NO. 1127

A BYLAW OF THE TOWN OF MAYERTHORPE TO TEMPORARILY MANDATE THE WEARING OF FACE COVERINGS IN SPECIFIED PLACES

WHEREAS the World Health Organization, the Chief Public Health Officer for Canada and the Chief Medical Officer of Health for Alberta have identified face coverings as an important component of a public health strategy to reduce the risk of transmission of the COVID-19 virus;

AND WHEREAS pursuant to section 7 of the *Municipal Government Act* a municipality may pass bylaws respecting:

- a. The safety, health and welfare of people and the protection of people and property;
- b. People, activities and things in, on or near a public place or place that is open to the public; and
- c. Businesses, business activities and persons engaged in business.

NOW THEREFORE, the Council of the Town of Mayerthorpe in the Province of Alberta, duly assembled, hereby enacts as follows:

TITLE

1. This Bylaw may be referred to as the "Face Coverings Bylaw".

DEFINITIONS

2. In this Bylaw:
 - a. "Act" means the *Municipal Government Act*.
 - b. "Town" means the Town of Mayerthorpe.
 - c. "Civic Facility" means an indoor space open to the public, within a building that is owned or leased by the Town in which services or amenities to the public are provided by the Town in all or part of the building, regardless of whether the indoor space is occupied by the Town or by another party.

- d. "Face Covering" means a medical or non-medical mask or other face covering that fully covers the nose, mouth and chin;
- e. "Peace Officer" means a peace officer as defined in the *Peace Officer Act* and also includes a bylaw enforcement officer as defined in and appointed under the authority of Bylaw No. 922 the Mayerthorpe Bylaw Officer Bylaw, and the police officer as defined in the *Police Act*;
- f. "Public Place" means an indoor space open to the public by right or by express or implied invitation regardless of who owns or occupies the indoor space, and includes the area occupied by the driver and passengers in a Taxi cab as defined in Business License Bylaw No. 610 and any amendments thereto;
- g. "Violation Ticket" has the meaning defined in the *Provincial Offenses Procedure Act*.

FACE COVERING REQUIREMENTS AND EXCEPTIONS

- 3. A person must wear a Face Covering at all times while in a Civic Facility or a Public Place.
- 4. A person charged with an offence under Section 3 of this bylaw shall not be found guilty if the person establishes that at the time of the offence they were:
 - a. Under the age of 10;
 - b. Unable to place, use or remove a Face Covering without assistance;
 - c. Engaged in services that required the temporary removal of their Face Covering;
 - d. Consuming food or drink while seated in a designated food and drink seating area, or as part of a religious or spiritual ceremony;
 - e. Engaged in swimming or other water activities, or engaged in physical exercise or other physical activity, within an area designated for such activities;
 - f. Providing or receiving care or assistance for a mental or physical condition, disability or limitation and a Face Covering would have hindered providing or receiving that caregiving or assistance.
 - g. A participant in a dance, theatrical or musical public performance, if all participants in the performance maintained at least 2 metres of physical

distance from each other and did not enter the area where the public was viewing the performance; or

- 4.1 No person shall in any manner harass or attempt to intimidate a person who is not guilty of an offence while not wearing a Face Covering as a result of any provision of Section 4.

ENFORCEMENT

5. A person who contravenes a provision of this bylaw is guilty of an offence.
6. Where an offence is of a continuing nature, a contravention of a provision of this bylaw constitutes a separate offence with respect to each day, or part of a day, is liable to a fine in an amount not less than that established by this bylaw for each such separate offence.

FINES AND PENALTIES

7. A person who is guilty of an offence under this bylaw is liable to:
 - a. A fine in the amount of \$100.00; or
 - b. Upon summary convictions, in the discretion of the court a fine not exceeding \$10,000.00 or a period of imprisonment of not more than one year, or both.

MUNICIPAL VIOLATION TAG

8. A Peace Officer may issue, with respect to an offence under this bylaw, a municipal violation tag specifying the fine amount established under subsection 7.a of this bylaw as the amount payable.
9. Where a municipal violation tag is issued the amount payable may be paid in accordance with the instructions on the tag, and if paid a Violation Ticket shall not be issued for the offence.

VIOLATION TICKET

10. A Peace Officer may issue, with respect to an offence under this bylaw, a Violation Ticket:
 - a. Specifying the amount set out in subsection 7(a) of this bylaw as the fine for the offence; or

- b. Requiring an appearance in court without specifying a fine amount and without the option of making a voluntary payment.

11. Where a Violation Ticket specifies a fine amount, a voluntary payment equal to the specified fine amount may be made as directed on the Violation Ticket.

SEVERABILITY

12. Should any provision of this bylaw be found to be invalid then such invalid provision shall be severed and the remaining bylaw shall be maintained.

EFFECTIVE DATE

13. This bylaw becomes effective upon date of its third and final reading.

REPEAL

14. This bylaw is repealed at 11:59 PM Mountain Standard Time on December 31, 2020, but:

- a. A violation Ticket issued prior to the time of repeal remains valid and the person to whom the Violation Ticket was issued remains as fully liable to pay the specified penalty or to other legal process as the case may be, as though this bylaw had not been repealed; and
- b. An unpaid municipal violation tag issued prior to the time of repeal may result in issuance of a Violation Ticket after the time of repeal which will be as valid and enforceable as though this bylaw had not been repealed.

Read a first time this ____ day of _____, A.D. 2020.

Read a second time this ____ day of _____, A.D. 2020.

Read a third time and duly passed this ____ day of _____, A.D. 2020.

Janet Jabush
Mayor

Karen St. Martin
Chief Administrative Officer

SUBDIVISION REPORT

Town of Onoway

Plan 072 9069, Block 1, Lot 2

LAND USE DISTRICT: UR – Urban Reserve

APPLICANT:

EXISTING USE: Residential

PROPOSED USE: Residential

OWNER: Same

PROPOSAL: To subdivide a 0.405 hectare (1.0 acre) parcel from Plan 072 9069, Block 1, Lot 2, a 4.05 hectare (10.00 acre) parcel of land.

- Area:** 4.05 hectares
- Soil:** Poor to marginal agricultural soils
- District:** UR – Urban Reserve
- Reserve:** None owing.

Site Description: The proposed 0.405 hectare site is undeveloped. The balance of the land is developed with a Single Detached Dwelling, and two Accessory Buildings.

PLANNING DOCUMENTS AND REGULATIONS:

Land Stewardship Act: no conflicts

Municipal Government Act/Subdivision & Development Regulation: no conflicts

Land Use Bylaw: no conflicts

Municipal Development Plan: Conflicts with Section 4.1.5 which states, "New development shall connect to water and sewer lines according to the Town's Engineering Design Standards."

Town of Onoway Policy: Conflicts with requirement for hard-surfacing on driveways

Abandoned Well Search: no abandoned wells in the vicinity of the lands.

REFERENCE AGENCIES:

TOWN OF ONOWAY:

1. The Town of Onoway grants a variance to the requirements of Municipal Development Plan, Section 4.1.5; requiring an agreement for connection to the Municipal Water and Sewer Systems when those services are available in close proximity to the proposed parcel, and the balance of the parcel.

20

2. The Town of Onoway grants a variance to the requirements of Municipal Policy which requires a hard-surfaced access and driveway. Access shall be constructed to Municipal Standard as prescribed by the Public Works Supervisor for the Town of Onoway.

ALBERTA TRANSPORTATION : Alberta Transportation has granted a variance to Sections 14 and 15(3) of the Subdivision and Development Regulation.

LAND TITLES: Land Titles Office will accept a Plan of Survey or a Descriptive Plan for registration. Please ensure that the Alberta Land Surveyor that you contact fully explains the advantages or disadvantages of a plan of survey verses a descriptive plan.

NO OBJECTIONS: ATCO Pipelines

Note: Easements are required by both ATCO and FORTIS.

MUNICIPAL PLANNER RECOMMENDATIONS:

The Municipal Planner recommends that the proposed subdivision be approved for the following reasons:

The application was evaluated with respect to its conformance and/or consistency with applicable legislation, statutory plans, and bylaws. Consideration was also given to the various land use evaluation criteria and responses from adjacent landowners as described below:

- **TOPOGRAPHY:** The land slopes to the southeast.
- **SOIL:** Soil types within the proposed parcel are suitable for the existing use.
- **STORM WATER:** Storm water is to be directed toward the southeast.
- **FLOODING:** No occurrence of storm water flooding has been brought to the attention of the Town of Onoway.
- **ROAD ACCESS:** Access is to be provided to municipal standards.
- **WATER SUPPLY:** Municipal water system has not been extended to the site. On-site servicing is to be implemented; whereupon Municipal Services being extended to close proximity to the site, connection is required by agreement.
- **PLUMBING CODE:** Municipal sewer system has not been extended to the site. On-site servicing is to be implemented in conformance to the Alberta Plumbing Code; whereupon Municipal Services being extended to close proximity to the site, connection is required by agreement.
- **ADJACENT LAND:** Land surrounding the proposed parcels is a variety of large lot residential and other uses.

The Subdivision Approving Authority has determined that this application shall be:

✓ ***APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:***

- 1) *Pursuant to Section 654 of the Municipal Government Act, R.S.A., 2000, all outstanding property taxes must be paid.*
- 2) *Access to the municipal roadway system to be installed to each parcel, to the satisfaction of the Town of Onoway;*
- 3) *Agreement requiring installation and connection to each parcel, at the landowners cost, to Municipal sewer and water systems upon the extension of these systems to within 75 metres of*

the parcels, within one (1) year of that extension of services occurring, to the satisfaction of the Town of Onoway.

- 4) *Franchise utilities (incl. gas, power, phone,) to be installed to the property line of both the proposed parcel and the balance in accordance with the particular utility requirements.*

Easement Agreements, in favour of ATCO Gas and FortisAlberta, shall be completed with those utilities, to the satisfaction of ATCO Gas and FortisAlberta.

- 5) *Utility/pipeline agreements on title to be extended to the successor property(s) containing the said pipeline(s)/utility(s).*
- 6) *Endorsement fees in the amount of \$100.00 to be paid to the Town of Onoway.*
- 7) *On-site drainage to be addressed as a condition of development permit approval for the proposed lot.*

Please note the following:

1. All conditions must be met prior to receiving endorsement.
2. You must complete all conditions of approval prior to one calendar year from the date of this letter.
3. Should the conditions of approval not be completed in full you may request a time extension which may or may not be granted.
4. The Town of Onoway is unable to endorse this application until 14 days have passed from the date of receipt of this letter to allow for appeal submissions. A maximum of five (5) additional days are allowed for mailing where this notice is issued through regular mail.
5. Appeals may be commenced by the applicant, subject landowner, the approving authority and required referral agencies. Under provincial statute, appeals are not allowed by adjacent landowners, community associations, or other non-statutory interests.
6. It is strongly recommended that subdivision boundaries in proximity to buildings be reviewed by a surveyor to ensure than no encroachments exist.
7. It is the responsibility of the Developer to make suitable arrangements with utility service providers to provide services to new properties.

REFERRAL RESPONSES:

ALBERTA TRANSPORTATION

Alberta Transportation
North Central Region, Stony Plain District
#223, 4709 - 44 Avenue
Stony Plain, Alberta T7Z 1N4
www.transportation.ca

October 22, 2020

Our File: 2512/NE27-54-2-5
Your File: 20SUB02

Town of Onoway
Box 2945,
Stony Plain, AB, T7Z 1Y4;
Email: pcm1@telusplanet.net

Attention Tony Sonnleitner:

**Subject: Proposed Undeveloped Residential Subdivision of Lot 2 Block 1 Plan 072 9069;
Within NE27-54-2-W5M; East of Highway 43; Town of Onoway**

This will acknowledge receipt of your referral letter regarding the above noted proposal, which must meet the requirements of Section 14 and Section 15 of the Subdivision and Development Regulation, due to the proximity of Highway 43.

Alberta Transportation is currently protecting Highway 43 to a freeway standard at this location. This proposal is to create a single, undeveloped residential parcel from a previously subdivided quarter section. Lot 2 Block 1 Plan 072 9069 is not adjacent to Highway 43. Access to the proposed lot and remnant parcel is solely from the local road system. The local road access to Highway 43 is an improved intersection which is unlikely to warrant improvements as a result of the traffic that would be generated by the development of this proposed new parcel.

This proposal does not meet the requirements of Sections 14 and 15(3) of the Subdivision and Development Regulation. Considering the nature of the proposal, subject to Section 16 of the Subdivision and Development Regulation, Alberta Transportation is willing to approve the variance by the subdivision authority of the requirements of Section 14.

The Subdivision and Development Regulation states that when the subdivision proposal does not meet the requirements of Section 15(3), the subdivision authority must require the developer to provide service road that is satisfactory to Alberta Transportation. Given the nature of this proposal, to meet the requirements of Section 15(2) of the regulation Alberta Transportation would be satisfied if the subdivision authority required no service road to be dedicated.

Alberta Transportation requires that any appeal of this subdivision be referred to the Municipal Government Board (Section 678(2) of the Municipal Government Act).

Please call me at 780-963-5711 if you require more information or we can be of any assistance to you.

Sincerely,
Robert Lindsay
Development and Planning Technologist
RJL/

FORTIS ALBERTA

November 4, 2020

Town of Onoway
4812 51 Street
PO Box 540
Onoway, Alberta
T0E 1V0

Attention: Tony Sonnleitner

RE: FortisAlberta Condition for Subdivision Approval - Release of Condition

FortisAlberta Reference No.: 320090997

MD File No.: 20SUB02-24

Location/Legal Description: NE 27-54-02-W5

Customer Name: Elizabeth Holman

Thank you for your notification of the proposed subdivision described above.

Easements are required for this development. FortisAlberta will contact the developer to initiate the process of securing an easement for the proposed subdivision. FortisAlberta is requesting that the county defer its subdivision approval until such time as this easement process is complete and the developer has entered into an appropriate easement agreement with FortisAlberta and the easement has been properly registered with Land Titles (Alberta). FortisAlberta will notify once these steps have been completed and confirm to you that FortisAlberta no longer has any concerns with approval of this subdivision.

FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision and for the easement by contacting FortisAlberta at 310-WIRE (310-9473) to make application.

Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

Sincerely, Erin Aldcroft RE: 320090997

FortisAlberta Inc.

320 - 17 Ave SW

Calgary, AB

T2S 2V1

Phone# 587-775-6331

Cell#

www.fortisalberta.com

Email: erin.aldcroft@fortisalberta.com

Erin Aldcroft

Land Department

ATCO

From: Carey, Kalie <Kalie.Carey@atco.com>
Sent: November 10, 2020 11:18 AM

To: pcm1@telusplanet.net

Subject: RE: Onoway - Subdivision Application 20SUB02-24

Good morning,

Please see the below comments for the above noted file:

- There is an existing ATCO Gas service in the area. If it should be necessary to lower, relocate, or make any alteration to our existing service due to this proposal, please contact ATCO Gas Service Admin Coordinator at 780-420-7514 to discuss a service alteration. Note all alteration costs will be borne by the developer / owner.
- There are existing ATCO Gas facilities in the area. Drainage for any of ATCO Gas above ground appurtenances must be maintained. If it should be necessary to lower, relocate or make any alterations to the existing facilities and/or appurtenances due to this project, please contact ATCO Gas Distribution Engineer **Siddhant Sharma (Siddhant.Sharma@atco.com, (780)-509-2051)** to enable an adequate and timely response by ATCO Gas. Note all alteration costs will be borne by the developer / owner.
- It appears the existing service line crosses a proposed property line. The owner / developer must contact ATCO Gas Distribution Engineer **Siddhant Sharma (Siddhant.Sharma@atco.com, (780)-509-2051)** to ensure a right-of-way is registered over that portion of service line, or to arrange for a service alteration. Note all survey/alteration costs will be borne by the owner / developer.
- If gas service is required, to avoid delays, the owner / developer should contact an ATCO Gas Service Admin Coordinator at 780-420-7514, or their local ATCO Gas agency office at their earliest convenience to discuss the service contract, gas load requirements, timing details and any associated costs. To avoid delays a minimum notice of 4 months is recommended. Note, each lot / unit is to have a separate service line.
- Please contact Alberta One-Call at 1-800-242-3447 to have the gas lines located at least 48 hours prior to excavation.
- Deep Utilities: Maintain a minimum of 0.3m vertical clearance and a 2.0m horizontal clearance between ATCO Gas distribution gas lines and your facilities.
All Other Facilities: Maintain a minimum of 0.3m vertical clearance and a 1.0m horizontal clearance between ATCO Gas distribution gas lines and your facilities.
Above Ground Facilities: Maintain a 1.5m horizontal clearance between ATCO Gas's distribution gas lines and your above ground facilities.
If deviations are required please contact **Siddhant Sharma (Siddhant.Sharma@atco.com, (780)-509-2051)**.
- Clearance requirements from ATCO Gas pipelines for trees are as follows:
 - o minimum of 1 meter from tree spade (hand expose the pipeline)
 - o if work must be carried out on a line with trees above it, the trees must be removed
 - o to minimize damage, root balls should clear the buried pipeline by 1.2 meters
 - o shrubs may be planted in gas rights-of-ways, but trees are not permitted to be planted on gas rights-of-way

o Maintain a minimum clearance of 1.2meters from planted trees, prior written consent should be obtained through ATCO Gas Land Administration Department at 780-420-8012 or email crossings@atcogas.com

Thanks and have a great day!

Kalie Carey
Land Administrative Coordinator
ATCO Pipelines & Liquids Global Business Unit
P. 780 733 2796 F. 780 420 7364
A. 10035 – 105 Street, Edmonton, AB T5J 2V6



Development Services
for

TOWN OF ONOWAY

Box 2945, Stony Plain, AB., T7Z 1Y4
Phone (780) 718-5479 Fax (866) 363-3342 Email: pcm1@telusplanet.net

October 20, 2020

SUBDIVISION REFERRAL NOTIFICATION OF Email Correspondence

Dear Sir or Madame:

SUBDIVISION REFERRAL:

File: 20SUB02-24

Location: Lot 2, Block 1, Plan 072 9069 : Town of Onoway (the "Lands")

Please find attached a copy of a subdivision application and subdivision sketch. The purpose of the application is to:

- Create a +/- 1.0 acre and a +/- 9.0 acre parcel from the existing +/- 10.0 acre parcel for residential purposes, as per the attached site sketch. Access is proposed from the east boundary. There is no current plan to re-district the proposed or remnant parcels.

By this letter we request that you submit relevant comments and supporting information with respect to the subdivision application. **If you have already provided comments, please do not feel that you must resubmit, your comments have been noted.** Unless we have heard from you, **within 21 days**, we will process the proposal as though you have no objections.

Written submissions are to be submitted to the following address:

Box 2945, Stony Plain, Alberta T7Z 1Y4;
Fax: 1-866-363-3342
Email: pcm1@telusplanet.net

Please contact the undersigned should you have any questions regarding the attached application.

Regards,

Tony Sonleitner
Development Officer, Town of Onoway
(780) 718-5479

(27)



Development Services
for

TOWN OF ONOWAY

Box 2945, Stony Plain, AB., T7Z 1Y4

Phone (780) 718-5479 Fax (866) 363-3342 Email: pcm1@telusplanet.net

REFERRAL AGENCIES:

To:

	Email or Fax Number	Referral Agency
X	mayrea@telus.net	Telus
X	info@onoway.ca	Town of Onoway
X	circulations@telus.com	Telus Comm
X	kpearson@steannegas.com	Ste. Anne Gas
X	rhatt.czaban@ngps.ca	North Gate Public Schools
X	Onoway_area@equs.ca	EQUUS
X	Jeffrey.way@canadapost.ca	Canada Post
X	HP.Circulations@atco.com	ATCO
X	land.admin@atcoqas.com	ATCO
X	transdevelopmentstonyplain@gov.ab.ca	AB Transportation
X	Craig.plitt@gov.ab.ca	AB Transportation
X	Bruce.VanOs@gov.ab.ca	AB Transportation
X	Waterapprovals.sprucegrove@gov.ab.ca	AE & P
X	LMPlan@gov.ab.ca	AE & P
X	historical.lup@gov.ab.ca	AB Historical Resources
X	Amanda.senko@atcoqas.com	ATCO Gas
X	Isabel.Solis@atcopipelines.com	ATCO Pipelines, Engineering Dept.
X	landserv@fortisalberta.com	Fortis
X	Ghall@ngrd.ab.ca	Northern Gateway Regional Division
X	subdivisions@contractlandstaff.com	Peterson Land Consulting Ltd.
X	info@steannegas.com	Ste. Anne Gas Co-op
X	rightofwayAB@telus.com	Telus Communications Inc.
X	general@equs.ca	EQUUS
X	17804274407@telusfax.com	Alberta Sustainable Resources
X	jason@onoway.com	Onoway Public Works
X	mferris@lsac.ca	Matt Ferris – LSAC Development
X	penny@onoway.com	Town of Onoway



Development Services
for the
Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342, Email: pcm1@telusplanet.net

APPLICATION FOR SUBDIVISION

FOR OFFICE USE ONLY

APPLICATION FOR SUBDIVISION APPROVAL <input type="checkbox"/> By descriptive plan <input type="checkbox"/> By plan of subdivision <input type="checkbox"/> By other instrument	Date of receipt of Completed Form: October 6, 2020	Fees Submitted: \$500.00 Paid in Office
	FILE NUMBER: 20SUB02-24	
Designated use of the land as classified under the Land Use Bylaw No. UR - Urban Reserve District 712-13.		

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

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

2. Name of registered owner(s) of land to be subdivided : Address:

Postal Code:

Phone No.:

3. LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

All/part: of the 1/4; sec.; twp.; range; west of the meridian;

Being all/parts of Reg. Plan No. 0229069 block 1 lot 2 C.O.T.No.

AREA of existing parcel(s) 10 acres. AREA of proposed parcel 1 acres.

Municipal address (if applicable)

4. LOCATION OF LAND TO BE SUBDIVIDED

a. The land is situated in the municipality of Onoway

b. Is the land situated immediately adjacent to the municipal boundary? Yes No

If "yes", the adjoining municipality is has Ste Anne County

c. Is the land situated within 0.5 miles (0.8 km) of the right-of-way of a highway? Yes No

If "yes", the Highway is No., the Secondary Road is No.

d. Is the land situated within 0.5 miles (0.8 km) of a river, stream, watercourse, lake or other permanent body of water, or a canal or drainage ditch? Yes No

If "yes", state its name Salters Lake

e. Is the proposed parcel within 1.0 miles (1.5 km) of a sour gas facility? Yes No

5. EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED [Describe]

a. Existing use of the land Residential, pasture

b. Proposed use of the land Residential

c. The designated use of the land as classified under a land use bylaw Urban Reserve

d. Number of parcels(s) being created 1 Type of parcel(s) being created Residential

6. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED

- a. Describe the nature of the topography of the land (flat, rolling, steep, mixed): rolling
- b. Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, woodlots, etc. - sloughs, creeks, etc.): pasture, trees on fence line
- c. Describe the kind of soil on the land (sandy, loam, clay,

7. EXISTING BUILDINGS ON THE LAND PROPOSED TO BE SUBDIVIDED

Describe any buildings, historical or otherwise, and any structures on the land and whether they are to be demolished or moved: houses, horse shelter, sheds

8. REGISTERED OWNER OR PERSON ACTING ON THE REGISTERED OWNER'S BEHALF.

I (we), Redacted per FOIP Act hereby certify that I (we) am (are) the registered owner(s) *whichever applies*

am (are) authorized to act on behalf of the registered owner(s) and that the information given on this form is full, complete, and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

SIGNED: [Signature]

DATE: Sept 25, 2020

REGISTERED OWNER OR PERSON ACTING ON THE REGISTERED OWNER'S.

I (we), Redacted per FOIP Act hereby certify that I (we) am (are) the registered owner(s) *whichever applies*

am (are) authorized to act on behalf of the registered owner(s) and that the information given on this form is full, complete, and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

SIGNED: [Signature]

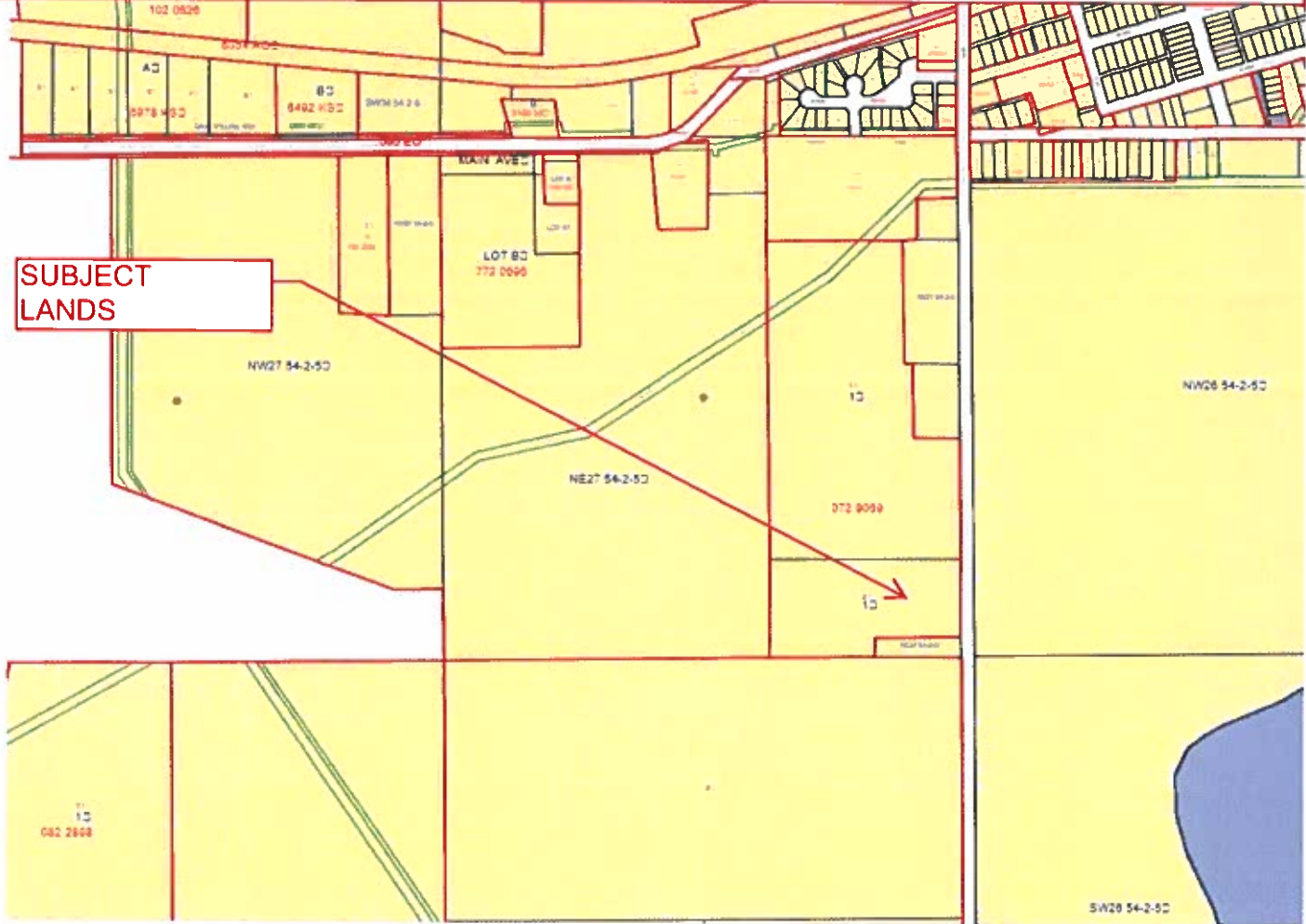
DATE: Sept 25, 2020

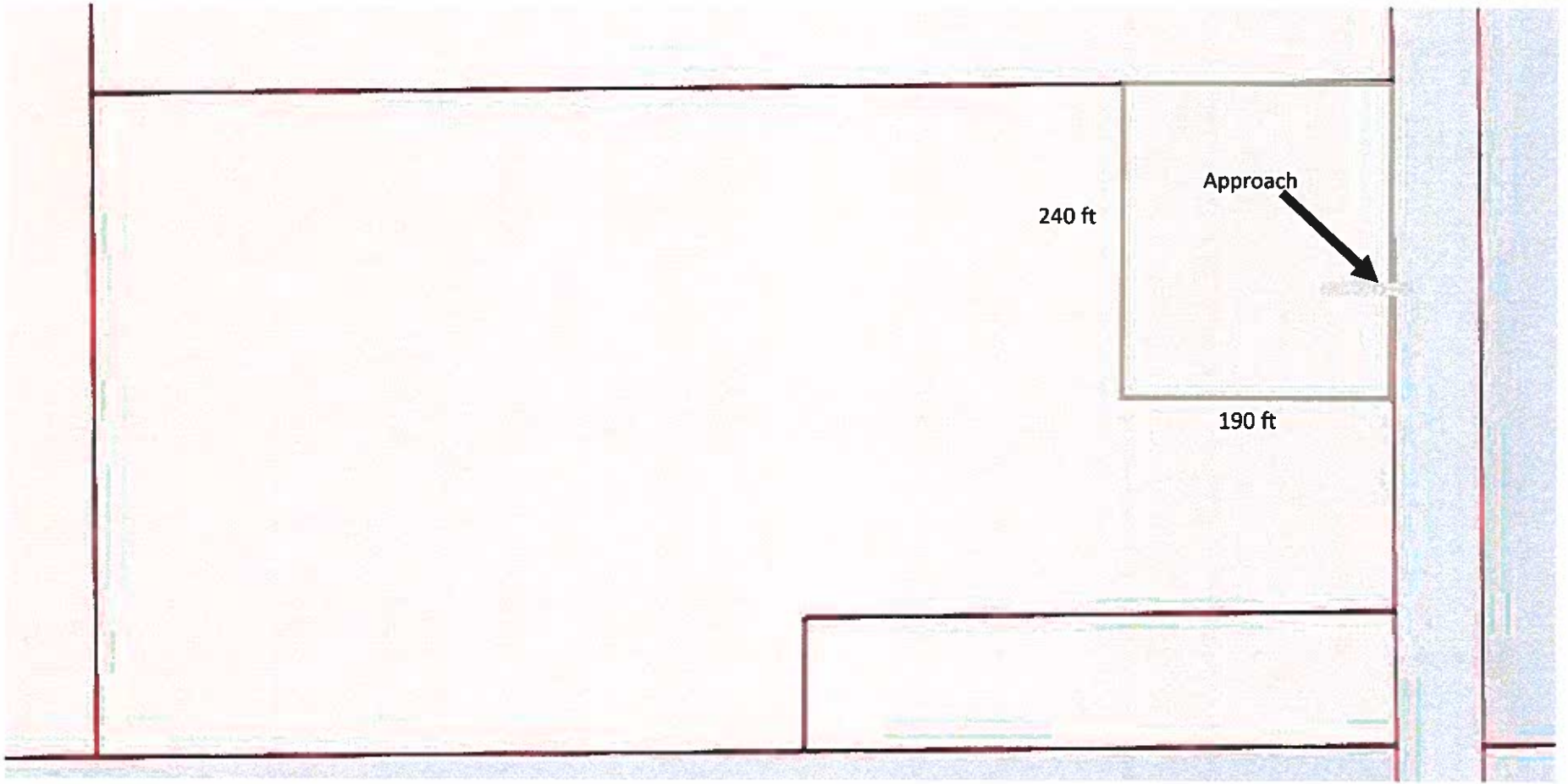
FURTHER INFORMATION MAY BE PROVIDED IN THE SPACE PROVIDED BELOW.

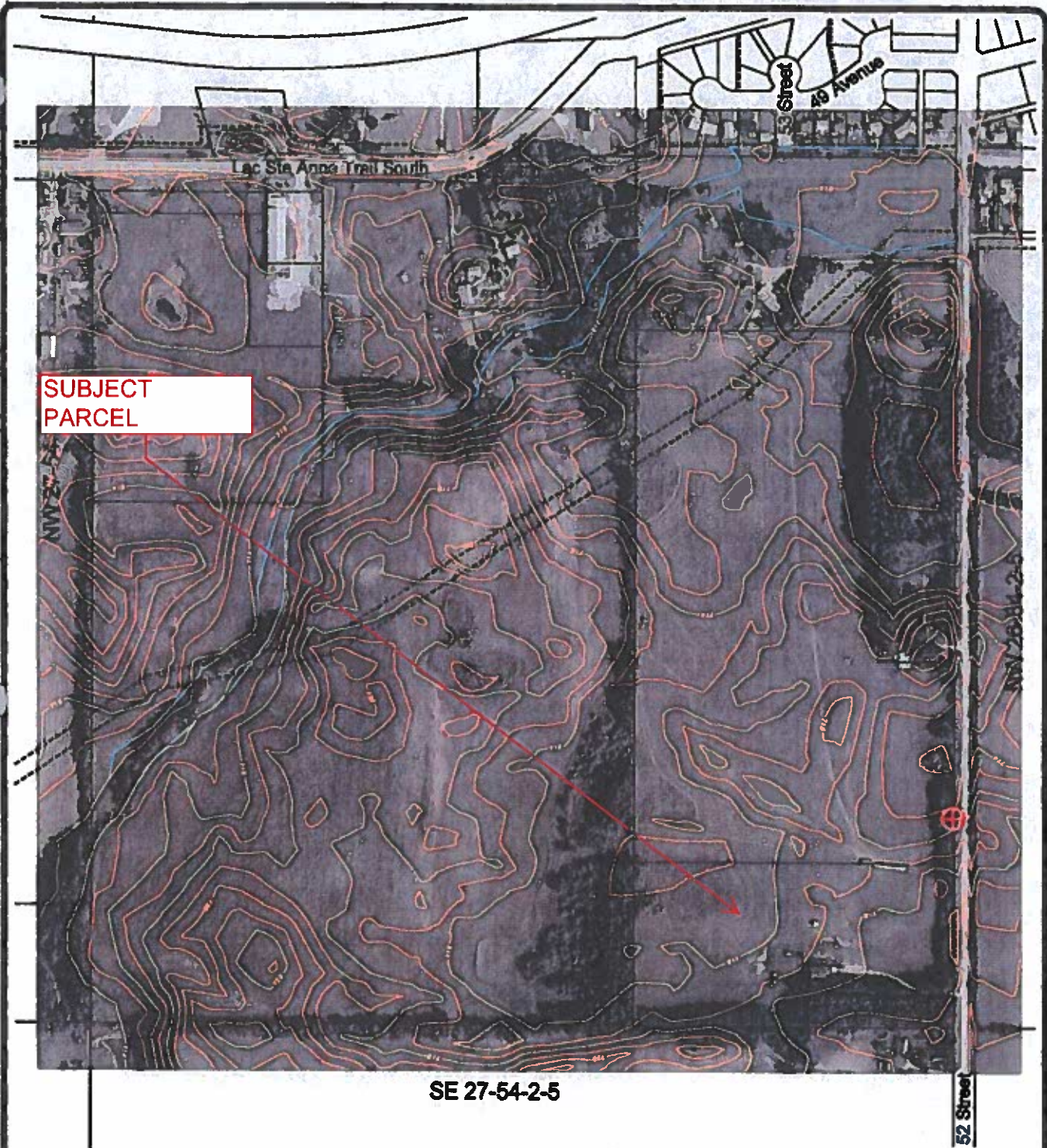
I will be selling the property to my Daughter & her Husband in the next year or so. I would like a second residence there so I can live near my children as I grow older. I am wanting to create the one acre parcel so I can live closer & have my own Title.

(For Office Use Only)

LOCATION MAP
20SUB02-24
PLAN 072 9069, BLOCK 1, LOT 2 WITHIN THE TOWN OF ONOWAY







**SUBJECT
PARCEL**

SE 27-54-2-5

52 Street

-  Onway Creek Floodplain
-  Abandoned Well
-  Right of Way

FIGURE 2
NATURAL FEATURES AND
DEVELOPMENT CONSTRAINTS
 NE 27-54-2-5
 AREA STRUCTURE PLAN

TOWN OF ONWAY

Scale 1:5000
 February 5, 2010
 7310100010.dgn





RECEIVED
OCT 22 2020

56521 RGE RD 65 | BOX 219 | SANGUDO, ALBERTA T0E 2A0
PHONE: 780.785.3411 Ext. 3698 | TOLL-FREE: 1.866.880.5722 | FAX: 780.785.2985

October 19, 2020

Town of Onoway
Mayor
Box 540
Onoway Ab T0E 1V0

RECEIVED
OCT 22 2020

Care of: The Mayor

RE: Onoway Regional Medical Clinic Infrastructure Funding Request

As you are aware, on July 31, 2020, Lac Ste. Anne County purchased the property referred to as the Onoway Regional Medical Clinic, located at 4927 Lac Ste. Anne Trail South or 4927 50th Avenue, Onoway, Alberta.

On September 28, 2020, Lac Ste. Anne County started a renovation of Unit #3 to completely renovate and modernize this space to become part of the Onoway Regional Medical Clinic. These renovations will be completed and ready for use on January 4, 2020.

Please accept this as a formal request to have the members fund new exterior signage at the clinic.

Please provide an indication of your willingness to provide funding for these improvements to allow our administrations to work together and move forward with planning for these improvements to occur starting in March of 2021.

Best regards,

A handwritten signature in black ink, appearing to read "Joe Blakeman".

Joe Blakeman
Reeve, Lac Ste. Anne County

CC: County Council
CC: Mike Primeau, County Manager

October 19, 2020

Town of Onoway
4812 – 51 Street
Box 540
Onoway, AB
T0E 1V0

ATTN: Judy Tracy
Mayor, Town of Onoway

RE: Onoway Regional Medical Clinic Infrastructure Funding Request

As you are aware, on July 31, 2020, Lac Ste. Anne County purchased the property referred to as the Onoway Regional Medical Clinic, located at 4927 Lac Ste. Anne Trail South or 4927 50th Avenue, Onoway, Alberta.

On September 28, 2020, Lac Ste. Anne County started a renovation of Unit #3 to completely renovate and modernize this space to become part of the Onoway Regional Medical Clinic. These renovations will be completed and ready for use on January 4, 2020.

Please accept this as a formal request to fund the repairs to the asphalt parking lot.

Lac Ste. Anne County would also like to discuss the opportunity for the Town of Onoway to fund improvements to the infrastructure at the Onoway Community Hall to allow for overflow parking and potential pedestrian ramp or stairs to allow for pedestrian access directly from the Community Hall to the Onoway Regional Medical Clinic.

Please provide an indication of your willingness to provide funding for these improvements to allow our administrations to work together and move forward with planning for these improvements to occur starting in March of 2021.

Best regards,



Joe Blakeman
Reeve, Lac Ste. Anne County

CC: County Council
CC: Mike Primeau, County Manager



Box 2362, Beaulieu, Alberta, T7Z 1L8
 780-963-9844
 780-975-6478

Estimate

Date	Estimate #
23/10/2020	154

Name / Address
Lac Ste. Anne County Box 219, Sangudo AB T0E 2A0 Cindy Suter

4600/4 = 1150⁰⁰ each

Project

Description	Qty	Rate	Total
Replace / Renew Acrylic Plexiglass Panels for Back-Lit Sign ONOWAY REGIONAL MEDICAL CLINIC - (Inoway AB. Replacement panels 22.5" x 64" x 4.5mm (3/16") Choice of Shatter Resist Sign White Acrylic or roll stock Lexan Polycarbonate Plastic 1 New logo approx 19" x 96" above entrance remaining plastic white Labour on site includes removal of old plexiglass, clean-up and general repair to old canister guide; and inspection of bulbs and ballasts and installation of new sign panels. *any replacement of exterior grade ballasts and light tubes will be additional charge.	1	3,500.00	3,500.00
1 - 4' x 8' x 6mm ACP Metal Sign Sign would be installed on NW Corner of Building facing street Access O.R.M.C Logo and Information Text Installed on Block Building Approx. 10' off ground level	1	950.00	950.00
First inspection of back lit canister appears to be in fine condition. Canister looks original dating to construction of building approx. 30 years? there will be some tightening of screws and superficial repair. Upgrades are available but may not be necessary if you want to convert lighting to LED or more energy efficient bulbs I can provide a estimate. GST on sales		0.00	0.00
		5.00%	222.50
		Total	\$4,672.50

GST/HST No. 887848810

(36)

Sold To: ORMC
Onoway, AB
T0E 1V0

Delivery Location: Pharmacy Parking Lot
4919 Lac St Anne Trail S
Onoway, AB

Quote No.:
Date: 19-Sep-19
Sold By: James Woods

Allspec Asphalt Inc. (Allspec) appreciates the opportunity to provide you with a quotation. Allspec has been providing asphalt, aggregate, and complete project management services in Alberta since 2012. At Allspec, we go above and beyond the basics to provide you with individualized service, flexible solutions, and a job done right the first time.

Quantity	Unit	Description	Unit Price	Amount
562.00	M ²	Asphalt Paving Excavate to a maximum depth of 100mm Load, transport and dispose of asphalt Fine grade and compact existing GBC Supply and place tack oil Supply, spread and roll asphalt to a maximum depth of 100mm Remove (4) rubber parking curb and re-install after paving	\$ 56.65	\$ 31,837.30
Total:				\$ 31,837.30

Conditions & Sensitivities:

- Prices are based on full loads with no weight restrictions due to road conditions
- Prices include all charges for mobilization and demobilization
- Final invoice is based on measurement of completed project
- Any excavating of soft spots may be an additional cost
- Any drying of sub-grade material may be an additional cost
- Any additional granular fill required to bring subgrade to final grade will be at Time & Materials rates.
- Any removal of existing granular base or subexcavation required to meet design gravel thickness will be at Time & Materials rates.
- Any work to verify existing gravel structure will be at Time & Materials rates.
- No warranty for trench settlements
- Rights under the Builders Lien Act may be exercised
- Drainage cannot be guaranteed if grades are less than 2%
- Survey and testing is not included
- Any charges outside of the proposed scope of work will be at cost plus 15%
- Prices quoted are valid for 30 days and may be subject to change based on review

Terms

- GST not included in pricing
- Payment is net 30 days from invoice
- Overdue accounts may be subject to interest charge of 2% per month

Regards,

James Woods
Allspec Asphalt Inc.
780-554-8875

If this meets with your acceptance, please sign and return. Upon receipt by us, this proposal becomes a binding contract subject to the terms and conditions contained within

Customer Signature: _____
Print Name: _____
Date: _____ **Purchase Order:** _____

Thank you for your consideration



ST. ALBERT PARKING LOT MAINTENANCE LTD.
#392, 3-11 BELLEROSE DRIVE
ST. ALBERT, ALBERTA, T8N-5C9
P: 780-458-3304 | F: 780-458-2562
E: paving@saplm.ca | W: www.saplm.ca

Quote No. 511-19

DATE: August 17, 2019
CUSTOMER: Town of Onoway
Box 540
Onoway AB. T0E 1V0
PROJECT: 4923-4919 Lac Ste. Anne Trail South
ATTN: Jason Madge

NO. 1 - Parking Lot Construction **\$ 62,985.00** + GST

The above quoted price includes the following work:

Over approx. 558 Square Meters;

- Excavate existing asphalt and dispose of debris off site.
- Excavate existing base material to a total depth of 300mm and dispose of debris off site.
- Compact existing sub base material.
- Supply and place geotextile grid and fabric prior to installing base material.
- Supply, grade and compact 200mm of 20mm crushed gravel base.
- Supply, place and compact 100mm of 10mm HT hot mix asphalt.
- Paint new parking lot lines upon completion

ACCEPTANCE

If you would like to proceed with the above quoted work, please sign below and email a copy back to paving@saplm.ca

DISCLOSURE - This quotation is valid only if accepted within 30 days from the above date. The prices are valid only if the work is completed no later than **October 2019**. All materials supplied are guaranteed to be merchantable quality and to conform to their descriptions herein. The work is guaranteed against defect arising from faulty materials for a period of one year from substantial completion of the contract. Complete run-off of water from paved surfaces having a grade of less than 2% is not guaranteed. This quotation becomes a binding contract upon acceptance.

CONTRACTOR INFORMATION

Contractor: ST. ALBERT PARKING LOT MAINTENANCE LTD. (SAPLM)
Address: 392, 3-11 Bellerose Drive, St. Albert, Alberta, T8N 5C9
Contact info: Email: paving@saplm.ca Phone: 780-458-3304 Fax: 780-458-2562
Contact person: Josh Schellenberg Email: josh@saplm.ca Cell: 780-910-0318

SIGNATURES

The above quotation is hereby-accepted this _____ day of _____, 2019.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representative to execute this quotation agreement.

Name:

Capital Region Assessment Services Commission



**PARTICIPANT
MEMORANDUM OF AGREEMENT**

~~2019~~ - 2021

2021

**LOCAL ASSESSMENT REVIEW BOARDS
and
COMPOSITE ASSESSMENT REVIEW BOARDS**

1 January 2019

MEMORANDUM OF AGREEMENT

made between

CAPITAL REGION ASSESSMENT SERVICES COMMISSION
(the "Commission")

and

(the "Participant")

WHEREAS the Commission will provide specific administrative and financial services relating to Assessment Review Boards to the Participant;

AND WHEREAS the Commission and the Participant have reached agreement with respect to the terms and conditions under which the Commission will provide such administrative and financial services to the Participant;

NOW THEREFORE the Commission and the Participant agree as follows:

1. DEFINITIONS

- a. "Board" means the Board of Directors of the Capital Region Assessment Services Commission.
- b. "Commission" means the Capital Region Assessment Services Commission.
- c. "Fiscal Year" means 1st of January to 31st of December.
- d. "Participant" and "Municipality" mean a municipal authority NOT listed in the Appendix to Alberta Regulation 77/96, as amended from time to time; and which has engaged the services of the Commission to provide specific administrative and financial services relating to Assessment Review Boards.

- e. **“Panellist”** means an individual who is accredited by the Alberta Municipal Government Board to hear Assessment Complaints.
- f. **“Assessment Review Board”** and **“ARB”** mean either the Local Assessment Review Board (**“LARB”**) or the Composite Assessment Review Board (**“CARB”**).
- g. **“Assessment Clerk”** means an individual who is accredited by the Alberta Municipal Government Board to perform assessment clerk services.
- h. **“Term”** means the term of this agreement as set forth in Section 2.

2. **TERM**

The term of this agreement is as specified in Schedule “A” hereto. The Term may be extended by an agreement in writing between the parties hereto before the end of the Term, failing which the agreement shall terminate at the end of the Term without notice by either party to the other and without additional compensation from the Participant to the Commission.

3. **OBLIGATIONS of the COMMISSION**

The Commission will provide a full ARB administration service from receipt of Complaint forms through to distribution of the hearing decisions, including, but not limited to:

- a. receiving Complaint forms from the Participant, acknowledging their receipt, setting up hearings, preparing and distributing Notices of Hearings, attending each hearing and distributing the decision.
- b. maintaining a Panellist pool sufficient to respond to the Participant’s requirements for Assessment Review Board hearings.
- c. annually providing the Participant with:
 - i. a list of Commission approved Panellists to be approved by the Participant as the designated pool of Panellists from which the Commission can draw from to fill its hearing needs;
 - ii. the name of the chair of the LARB and CARB;
 - iii. the name of the Assessment Clerk of the LARB and CARB.

- d. apprising the Participant of such information relevant and necessary for the performance of its legislated duties and responsibilities with respect to Assessment Review Boards.
- e. providing an Assessment Clerk at Assessment Review Board hearings, unless the Participant informs the Commission of its wish to provide its own Assessment Clerk.
- f. assisting the Panellists to prepare a written decision from each hearing and distributing the decision to the appropriate parties. *NOTE - The decisions, reasons therefore and the writing of the decision are the responsibility of the hearing panellists. The clerk will provide only administrative and clerical assistance to this function.*
- g. preparing, and distributing to the Participant, appropriate administrative and operating policies and procedures relating to Assessment Review Boards.
- h. annually meeting with the Panellists to review activities and ensure that the Panellists are current with respect to Assessment Review Board hearing information.

Panellist Nominations:

While it is the policy of the Commission to, wherever possible, draw its pool of panellists only from its members; from time to time the Commission may contact Participants seeking nominations of suitable individuals who may be appointed as potential Panellists so that an acceptable pool of accredited Panellists can be maintained. The determination of the Panellist pool rests solely with the Commission.

Should the Commission decide to accept the Participant's nominee, the Commission will contact the Participant's nominee to outline the requirements for being considered as a Panellist and inform the nominee of pending training and accreditation requirements and opportunities. Upon successful accreditation, the nominee will be entered on the Commission's Panellist pool registry as maintained by the Commission.

4. OBLIGATIONS of the PARTICIPANT

The Participant will cooperate with the Commission to ensure the smooth running of the Commission's ARB practices and procedures, including, but not limited to:

- a. at the commencement of each year of this agreement (and no later than the 15th of February of each year), the Participant will provide to the Commission its total parcel count as at the 1st of January of each year. *NOTE - This parcel count will be used to calculate the total per parcel fees due in accordance with Schedule "A" to this agreement.*
- b. annually appointing the list of Commission Panellists, the name of the chair of the LARB and CARB and the name of the Assessment Clerk, provided to the Participant by the Commission each year. *NOTE - The Commission draws from only its own designated pool of Panellists to sit on Commission administered hearings.*
- c. providing to the Commission immediate notification by email when a completed Assessment Review Board Complaint has been filed with the Participant.
- d. for each complaint, promptly scanning and emailing the following to the Commission: (*IMPORTANT - Where the following documentation contains colour, the document should be scanned in colour.*)
 - Assessment Review Board Complaint form
 - Assessment Complaints Agent Authorization form - if appropriate
 - Proof of payment of applicable complaint fee
 - All other documentation provided by the complainant accompanying the ARB Complaint form
 - Copy of the assessment notice or combined assessment/tax notice that is the subject of the complaint
 - Confirmation of the date that the complaint was received by the Participant and that the complaint was received within the deadline for submission of complaints.
- e. when requested by the Commission, providing a suitable meeting room for the Assessment Review Board hearing without charge to the Commission.

5. FEES and EXPENSES

Each year the Board will review the budget for Assessment Review Board services and will establish such fees as it deems appropriate. Annually, the Participant will be informed as to what the forthcoming year's fees will be. Effective at the commencement of this Agreement, these approved fees and expenses are as shown in Schedule "A" and they will remain in effect for the remaining years of this agreement unless changed by the Board.

The Commission will invoice each Participant for the applicable fees and expenses listed in Schedule "A" and the Participant will pay those invoices in a timely manner.

6. PARTICIPANT INFORMATION

All Participant information relating to the Assessment Review Board complaints is deemed the property of the Participant.

Other than for the proper functioning of the Assessment Review Board process, the Commission will not disclose or make known to any person the Participant information or any matter or thing which comes to the knowledge of or is disclosed to the Commission by reason of this Agreement and shall retain all such knowledge as confidential, unless the Commission is required by law, or is expressly authorized by the Participant in writing, to disclose or make known the knowledge.

Where Participant information, whether paper or electronic, is in the temporary possession or control of the Commission, the Commission will ensure the security and safety of all data and allow only authorized access to the Participant information.

7. TERMINATION

A Participant shall be entitled to terminate this agreement upon six (6) months written notice together with payment of the annual fees for the balance of the Term.

The Commission reserves the right to terminate this agreement upon twelve (12) months written notice to the Participant.

8. SURVIVAL

The provisions of this agreement, which by their context are meant to survive the expiry or earlier termination of this agreement, shall so survive for the benefit of the party relying upon the same.

9. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing.

10. ASSIGNMENT

This agreement or any rights arising out of this agreement shall not be assigned by either party hereto without the other party's prior written consent, which consent shall not be arbitrarily withheld.

11. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties with respect to the subject matter hereof.

12. AMENDMENTS

This agreement can be modified, amended or assigned only by a written instrument duly executed by the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective, properly authorized officers, on their behalf.

THE COMMISSION: CAPITAL REGION ASSESSMENT SERVICES
COMMISSION

Per: _____ _____ _____
Authorized Signature Name Date .201

THE PARTICIPANT: _____
Name of Participant

Per: _____ _____ _____
Authorized Signature Name Date .201

(46)

SCHEDULE "A"

TERM of AGREEMENT

The Term of this agreement is for the period from 1 January 2019 to 31 December 2021.

FEES and EXPENSES

The compensation payable by the Participant to the Commission for its performance of this agreement is as follows:

1. Annual Fees per Participant - Per Fiscal Year

- a. Core fee of \$800, plus;
- b. Per parcel fee of \$0.30, based on the number of Participant's parcels on file with the Commission as at 1 January of each year of the agreement.

2. Hearing Fees - Per Hearing

Assessment Review Board Hearing Fees are chargeable to the Participant for each hearing and depend on the services provided to the Participant for each hearing. Not all fees may be chargeable for every hearing.

- a. **Hearing Fees:** \$400 for each LARB.
 \$400 for each CARB.
- b. **Panellist Fees:** \$200 per Panellist for each hearing day or part day and associated travel that do not exceed four (4) hours.
 \$300 per Panellist for each hearing day or part day and associated travel that exceed four (4) hours.
- c. **Assessment Clerk:** \$650 for each hearing day or part day where the Commission provides an Assessment Clerk.

3. Hearing Expenses

Travel and subsistence expenses are chargeable to the Participant for each hearing. These are based on the rates established from time to time by the Government of Alberta for its Boards, Agencies and Commissions.

COMMISSION'S SERVICE ADDRESS

The Commission's address for service of notices is:

Capital Region Assessment Services Commission
11810 Kingsway
Edmonton, Alberta T5G 0X5

Telephone: 780-451-4191
Email: info@crasc.ca

PARTICIPANT'S SERVICE ADDRESS

The Participant's address for service of notices is:

Name of municipality _____

Contact name _____

Address 1 _____

Address 2 _____

City _____

Postal Code _____

Telephone: _____

Email: _____



November 4th, 2020

Dear Valued Partner,

Seeking donations for an online silent auction to raise funds for families in need over Christmas:

The EQUUS Community Connection (ECC) is a group of EQUUS employees committed to raising funds for charity and community groups across our rural Service Area. To date, the ECC has helped raise more than \$180,000 for the betterment of communities in rural Alberta. This year has been a very different year for everyone due to COVID-19. Large fundraising initiatives such as our annual Charity Golf Tournament were cancelled. Through our own creative fundraising initiatives within the EQUUS staff, we were able to raise \$10,000 that was donated to HALO Air Ambulance, providing medevac services for rural southern Alberta.

As the holidays approach, we are hoping to be able to support rural families in need through our Christmas Adopt-a-Family program that purchases gifts and food for families identified by community support groups as being in need.

We are seeking donations for an online staff auction that we hope will raise the funds that will allow us to help local families celebrate Christmas with presents and dinner.

All proceeds raised will be used to provide for these families this holiday season. If you have any goods or services you are willing to contribute to this effort, please contact me via email at ljames@egus.ca or phone at 780.218.8754 by November 30th, 2020. All necessary arrangements will be made to pick up your donation.

Thank you in advance for your consideration and we sincerely appreciate any items or services you are able to contribute.

Sincerely,

Liz James
Silent Auction Coordinator
EQUUS Community Connection Committee
780.218.8754
ljames@egus.ca

Main Office
Box 6199, 5803 42 Street
Innisfail, Alberta T4G 1S8
Toll-free: 1.888.211.4011

North Area Office
Box 1178, 4804 41 Street
Onoway, Alberta T0E 1V0
Toll-free: 1.888.627.4011

Central Area Office
Box 6199, 5803 42 Street
Innisfail, Alberta T4G 1S8
Toll-free: 1.877.527.4011

South Area Office
Box 1657, 3 Alberta Road
Claresholm, Alberta T0L 0T0
Toll-free: 1.888.565.5445

October 28, 2020

TOWN OF ONOWAY
PO Box 540
ONOWAY, AB T0E 1V0
Canada



Re: 2021 Software Support Agreement and Software License Agreement

There is no way around it: 2020 has been an historical year. While more and more people are staying home, many essential and local government employees are still on the job, working around the clock to help keep their municipalities running. We are grateful for all our clients continuing to do important work despite the challenges of the ongoing pandemic. On behalf of all of us at MuniWare, thank you for continuing to provide your much-needed services.

Last year, in our annual survey, we asked you to provide feedback on our products and services so we can continue to make improvements to serve you better. We have spent much time reviewing your comments and responses, and as a direct result of your feedback, we are continuing to take action and make meaningful decisions to better empower you to meet your goals. From our improved Knowledge Base, to the new remote tool, Zoho, we have been working hard to make your day-to-day easier.

We know some of our partners, as well as many ratepayers, may be experiencing financial challenges due to the impacts of COVID-19. It is our intention to work with you to get through this challenging time, and that is why this year we have chosen not to increase our fees for the Software Support Agreements.

Please find enclosed with this letter the following attached documents reflecting important updates on our partnership for the upcoming year:

1. Two (2) copies of your 2021 Software Support Agreement (based on licensed modules currently installed with your organization). Note that there is no increase to the agreement from the previous year.
2. Two (2) copies of your 2021 Software License Agreement.

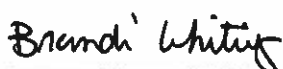
Please return one signed copy of both the Software Support Agreement and the Software License Agreement to our office by January 1, 2021.

On behalf of myself and my MuniWare colleagues, I would like to thank you for your continued partnership with us and we look forward to assisting you in meeting your future organizational goals.

Should you have any questions or concerns regarding these agreements, or wish to connect at any point, please feel free to contact me directly.

We wish you all the best as we head into another year of partnership and thank you again for your continued efforts.

Sincere regards,



Brandi Whiting, CEO, Director of Operations
Municipal Information Systems Inc. (MuniWare)



MUNIWARE

Serving Our Clients Since 1978
Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

2021 SOFTWARE SUPPORT AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20____

BETWEEN:

TOWN OF ONOWAY

PO Box 540
ONOWAY, AB T0E 1V0
Canada

(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.

Box 3021, 10013 – 100 Avenue
MORINVILLE, Alberta T8R 1R9
Canada

(Hereinafter referred to as "MUNIWARE")

WHEREAS the parties have entered into a Software License Agreement.

NOW THEREFORE in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

CURRENT TERM

This agreement will commence on the first day of each calendar year (January 1), and continue until the last day of each calendar year (December 31), unless otherwise terminated in accordance with the provisions of this agreement (the "Current Term").

SOFTWARE SUPPORT COSTS

Software Support costs will be calculated for the entire Current Term, (based on the Software licensed to the CUSTOMER) divided into twelve (12) equal payments and billed monthly for the remainder of the Current Term.

Support costs for subsequent (additional) modules licensed during the Current Term will be calculated for the entire Current Term, divided into twelve (12) equal payments, and billed monthly for the remainder of the Current Term.

SOFTWARE SUPPORT SERVICES

MUNIWARE shall provide the following software support services to CUSTOMER during the Current Term for the Software licensed by the CUSTOMER.

1. Software maintenance and support between the hours of 7:30 A.M. and 5:30 P.M. Mountain Standard Time Monday through Friday except Statutory Holidays. Maintenance and support will be provided only for the Software licensed by the CUSTOMER and only for the current release versions supported by MUNIWARE.
2. Minor releases or minor updates to the Software including the provision of error corrections and/or updates from time to time at no additional charge provided such releases or updates occur during the Term. Minor releases and minor updates are reflected by a change in the second digit of the rev number (right of the decimal), in most cases. Notwithstanding the foregoing, the decision as to whether a software release or update is of a minor nature shall be made in the sole discretion of MUNIWARE.
3. Modem/Internet support for MUNIWARE Software.
4. Requests for custom enhancements will be considered and evaluated with the development of additional upgrades and/or additions to the Software for CUSTOMER'S specific use. MUNIWARE will respond to CUSTOMER'S reasonable requests for additional services pertaining to the software, including, data conversion, additional functionality, additional reports, and report-formatting assistance (such services referred to as the "additional services"). MUNIWARE reserves the right to charge additional fees for custom enhancements and the additional services. MUNIWARE will not undertake custom enhancements or any additional services without first providing CUSTOMER with a cost estimate of the work and receiving a work order for the custom enhancements or the additional services signed by CUSTOMER. CUSTOMER acknowledges and agrees that MUNIWARE retains exclusive ownership of all customizations and reserves the right to include customizations in future releases of the Software.

5. At MUNIWARE'S discretion (acting reasonably), and in consultation with, and with approval by CUSTOMER, MUNIWARE may provide maintenance and support services at the CUSTOMER'S office. MUNIWARE reserves the right to charge additional fees for this service and CUSTOMER agrees to reimburse MUNIWARE for all related traveling expenses including, without limitation, all costs for board and lodging provided that such additional fees and such related traveling expenses are firstly approved by CUSTOMER.

BILLABLE (SUPPORT) SERVICES NOT INCLUDED

This Agreement pertains only to software that was licensed by MUNIWARE to the CUSTOMER pursuant to the Software License Agreement referenced above. Items not covered under this Agreement include, but are not limited to the following billable services:

1. Accounting procedures including reconciliation and account balancing;
2. Database manipulations including the retrieval of lost or deleted database items except where such loss or deletion was caused by MUNIWARE or its employees, subcontractors, agents or representatives;
3. Correcting errors resulting from improper use of the Software;
4. Training of new employees or re-training of existing employees outside of the mandatory training requirements detailed in the Software License Agreement; or training existing client personnel for new roles that they perform within the client organization; (i.e. promotions to new role, staff cover-off etc.)
5. Any work that requires MUNIWARE personnel to attend the CUSTOMER'S office(s);
6. Data file conversions;
7. Emergency Support (support initiated outside of normal MUNIWARE business hours);
8. Custom design / development work or process consultations;
9. Installation of the licensed Software on computers that do not meet MUNIWARE'S minimum requirements;
10. Improper installation by CUSTOMER or use of the licensed Software and related products that deviates from any operating procedures established by MUNIWARE in the applicable documentation or training processes;
11. Modification, alteration, addition, or attempted modification, of the licensed Software undertaken by persons other than MUNIWARE or MUNIWARE'S authorized representatives;
12. Installation, configuration or integration of new hardware, software, or consultations with third parties (i.e. computers, servers, printers, and other non-MUNIWARE software or technology. Further to this, work requiring more technical attention should be scheduled in a timely manner with MUNIWARE staff).

Billable Services (as listed above)	\$100.00 per hour plus GST
Travel Time	\$ 50.00 per hour plus GST
Mileage	\$ 0.58 per km plus GST
Emergency Services (high priority / last minute requests)	\$150.00 per hour plus GST
Custom design work or process consultations	\$150.00 per hour plus GST
Shipping Charges (i.e. Purolator)	At Cost plus GST
Subsistence (lodging, meals, car rentals, etc.)	At Cost plus GST
User Group	As designated by event topics and registration
Regional Training Groups	As designated by event topics and registration
Webinars	As designated by event topics and registration

If any of the above work is requested by the CUSTOMER, MUNIWARE will issue a separate billing detailing work performed and billed in ¼ hour segments at the listed rates.

ADDITIONAL COSTS NOT INCLUDED IN SUPPORT

Additional license limits for all modules (except payroll)	Minimum of 50 @ \$2.00 each plus GST
Payroll License Limits	Minimum of 10 @ \$5.00 each plus GST
Software License Key Extensions	As quoted plus GST
New Module Licenses	As quoted plus GST
11" Paper (Blue, Yellow, Grey, Brown, Green and Violet)	\$79.99 per case/1000 sheets plus, shipping and GST
14" Paper (Yellow)	\$89.99 per case/1000 sheets plus shipping and GST

RESPONSIBILITIES OF CUSTOMER

MUNIWARE'S provision of the SOFTWARE SUPPORT SERVICES set out above shall be subject to compliance with the following during the Current Term:

1. CUSTOMER will, during normal business hours, provide MUNIWARE with access to CUSTOMER's premises, personnel and equipment as reasonably required by MUNIWARE. This access must include the ability to dial-in to the equipment on which the software is operating and to obtain the level of access necessary to support the software.
2. CUSTOMER will provide supervision, control, and management of the use of the software in accordance with the provisions of the SOFTWARE LICENSE AGREEMENT.
3. CUSTOMER will implement procedures for the protection of information and implement backup processes in the event of errors or malfunction of the software.
4. CUSTOMER will document and promptly report all errors or malfunctions of the software to MUNIWARE using MUNIWARE'S Helpdesk ticketing system. Failure to promptly report errors or malfunctions shall entitle MUNIWARE, in its discretion (acting reasonably), to charge additional fees for MUNIWARE services arising as a result of the delay in such reporting. MUNIWARE will carry out procedures for the rectification of errors or malfunctions within a reasonable time, as part of its release planning processes, after notification of such errors or malfunctions have been received from CUSTOMER. Any such fee's will be documented and discussed with the CUSTOMER prior to the remediation or charge for any such services.
5. CUSTOMER will maintain regular scheduled current backup copies of all programs and data. (i.e. at a minimum, databases should be backed up once a day).
6. CUSTOMER agrees not to use or transfer prior versions of the software and will destroy or archive in the manner directed by MUNIWARE, acting reasonably.
7. CUSTOMER will notify MUNIWARE of any personnel changes so that access to software or communication, and training can be properly maintained.
8. CUSTOMER ensures that its personnel are properly trained in the use of the software by MUNIWARE staff as set out in the 'Mandatory Training' section (10.0) of the Software License Agreement, noting that mandatory training from MUNIWARE shall be quoted and detailed for all new modules licensed or for new personnel employed by the CUSTOMER within the Current Term.
9. CUSTOMER acknowledges and agrees that the software is only for use by employees, contracted administrative staff, contracted accounting staff, or persons directly associated with the operations of the CUSTOMER, and CUSTOMER will not allow or permit anyone who is not an employee, contracted administrative staff, contracted accounting staff, or persons directly associated with the operations of the CUSTOMER to use the software without express written consent of MUNIWARE, such consent not to be unreasonably withheld or delayed.

10. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's (which in this Agreement shall mean any person, organization or other entity that uses the SOFTWARE) use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.
11. CUSTOMER agrees to pay a support/maintenance fee in the amount of \$588.07 per month during the Current Term. The support/maintenance fee is due and payable in full within 30 days after the date of being invoiced. Any amounts not paid when due are subject to interest at a rate of 1.0% per month (12% per annum) until paid in full.
12. This agreement will apply to any additional software licensed to CUSTOMER by MUNIWARE during the Current Term subsequent to the signing of this agreement, and all costs and charges relating to the software support services provided by MUNIWARE hereunder in relation to such additional software shall be invoiced at the monthly rate set out above. Such payments are due and payable by CUSTOMER as set out above and subject to late payment interest at the rate set out above. CUSTOMER acknowledges and agrees that additional support services must be paid for all additional MUNIWARE software licensed to CUSTOMER.

TERMINATION

Unless terminated earlier as set out in the "Termination" section of the Software License Agreement, this agreement will remain in effect until the expiration of the Current Term.

Termination of this agreement shall be deemed to be a termination of all SOFTWARE LICENSE AGREEMENTS between CUSTOMER and MUNIWARE.

GENERAL

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

This agreement shall be governed by and construed the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

Each party acknowledges that they have read this agreement, understand it, and agree to be bound by its terms.

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting

Name

CEO, Director of Operations

Title

Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature. This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER or associated with the operations of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



MUNIWARE

Serving Our Clients Since 1978
Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

SOFTWARE LICENSE AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20____

BETWEEN:

TOWN OF ONOWAY

PO Box 540
ONOWAY, AB T0E 1V0
Canada

(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.

Box 3021, 10013 – 100 Avenue
MORINVILLE, Alberta T8R 1R9
Canada

(Hereinafter referred to as "MUNIWARE")

WHEREAS MUNIWARE has developed SOFTWARE for use by its customers and;

WHEREAS CUSTOMER wishes to obtain a licence to use the Software for these purposes; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

2. LICENCE

MUNIWARE hereby grants to CUSTOMER a non-exclusive licence to use the SOFTWARE as long as CUSTOMER complies with the terms of this agreement and the Annual Software Support Agreement to be entered annually by CUSTOMER and MUNIWARE. Legal and beneficial title to all intellectual property of any nature related to the SOFTWARE shall remain with MUNIWARE.

3. CONFIDENTIALITY and COPYRIGHT

- 3.1 CUSTOMER acknowledges and agrees that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE, and the SOFTWARE is protected by all applicable national and international copyright laws. CUSTOMER shall treat the SOFTWARE as it would treat any other copyrighted material. CUSTOMER shall prevent all unauthorized copying of the SOFTWARE by its employees, contractors, and other persons for whom it is responsible at law.
- 3.2. MUNIWARE represents and warrants to CUSTOMER that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE and that the SOFTWARE is protected by all applicable national and international copyright laws. MUNIWARE agrees to indemnify CUSTOMER from and against any and all claims, losses or damages suffered or incurred by CUSTOMER (including its employees, contractors, agents, councilors and representatives) as licensee of the SOFTWARE under this agreement by reason of such representation and warranty being inaccurate or otherwise misleading.

4. USE

CUSTOMER may:

- 4.1. Use the SOFTWARE on all devices owned by CUSTOMER.
- 4.2. Make copies of the SOFTWARE for archival and back up purposes only, provided CUSTOMER places a label on the outside of the backup media (diskette, compact disc or any other applicable media) showing all trademark and copyright notices that appear on the original SOFTWARE media.
- 4.3. Assign its rights under this agreement to another party but only if the assignee agrees in writing to accept the terms and conditions of this agreement and only with the prior **written** consent of MUNIWARE which consent shall not be unreasonably withheld or delayed by MUNIWARE. No assignment shall serve to release or relieve CUSTOMER from its obligations hereunder up to the date of the assignment. If MUNIWARE consents to an assignment of this agreement, then CUSTOMER shall transfer the production copy of the SOFTWARE to the assignee and destroy the backup copy of the SOFTWARE not transferred.

5. RESTRICTIONS

In no way does this SOFTWARE licence confer any right upon CUSTOMER to license, sublicense, sell, or otherwise authorize the use of SOFTWARE, whether in executable form, source code or any other form, by any third parties. Unless express written permission is granted by MUNIWARE, CUSTOMER may not:

- 5.1. Copy, distribute, rent, lease, transfer, assign or sublicense all or any portion of the SOFTWARE or the accompanying documentation and the SOFTWARE manual, or assign CUSTOMER'S rights hereunder except in accordance with section 4.3 of this agreement;
- 5.2. Develop products for sale based on the SOFTWARE;
- 5.3. Use the SOFTWARE to provide services to third parties (other than the sharing of data or information derived from CUSTOMER's data);
- 5.4. Share, disseminate or circulate either by print or electronic media any part of the SOFTWARE or any of its proprietary features with anyone other than employees, contracted administrative personnel and contracted accounting personnel of CUSTOMER;
- 5.5. Reverse engineer, decompile or disassemble the SOFTWARE;
- 5.6. Use the SOFTWARE for security or military purposes.
- 5.7. Request a refund or exchange of any licenced software, unless explicitly agreed to by MuniWare.

6. COMPLIANCE AUDIT

- 6.1. CUSTOMER shall provide information, in formats and intervals specified by MUNIWARE, relating to usage of the SOFTWARE for the purposes of verifying compliance with the terms of this agreement by the CUSTOMER as reasonably specified by MUNIWARE from time to time.
- 6.2. MUNIWARE reserves the right to conduct audits (through collaboration with, and by giving advance notice to the CUSTOMER) to verify CUSTOMER'S compliance with this agreement based on table usage for modules licensed.
- 6.3. MUNIWARE shall have the right, at its sole cost, to conduct annual and periodic reviews (through collaboration with, and by giving reasonable advance notice to the CUSTOMER) with CUSTOMER to ensure that MUNIWARE has an updated list of current authorized employees and contractors in order to control / manage access to the SOFTWARE.
- 6.4. MUNIWARE acknowledges and agrees that any specific municipal or personal information obtained from any such audits will be kept in the strictest confidence by MUNIWARE in accordance with applicable provincial and federal privacy legislation.

7. TERMINATION:

- 7.1. This agreement is effective until terminated.
- 7.2. MUNIWARE shall have the right to terminate this agreement in the event that:
- (a) CUSTOMER breaches any material term of this agreement and CUSTOMER fails to remedy such breach within 60 days following receipt of written notice of such breach by CUSTOMER from MUNIWARE; or
 - (b) CUSTOMER misuses or abuses the SOFTWARE and MUNIWARE gives to CUSTOMER written notice that such misuse or abuse is, at the sole discretion of MUNIWARE, incapable of remediation by CUSTOMER; or
 - (c) MUNIWARE terminates the SOFTWARE SUPPORT AGREEMENT in accordance with terms set out therein. Such termination shall be in addition to and not in lieu of any legal remedies available to MUNIWARE.
- 7.3 CUSTOMER shall have the right to terminate this agreement at any time and for any reason upon giving to MUNIWARE not less than 30 days prior written notice of CUSTOMER'S decision to terminate this agreement. When MUNIWARE receives the CUSTOMER'S written notice of termination, MUNIWARE will provide the CUSTOMER with a new License Key with an expiry date of 180 days from the date of termination notice. This new License Key must be entered by the CUSTOMER immediately after it has been provided by MUNIWARE.
- 7.4 CUSTOMER acknowledges and agrees that the license granted hereunder shall be automatically terminated without liability to MUNIWARE in the event of termination of any Annual Software Support Agreement between MUNIWARE and CUSTOMER.
- 7.5 Upon termination of this agreement, CUSTOMER shall, within 180 days following such termination,
- (a) Discontinue use of the SOFTWARE;
 - (b) Erase the SOFTWARE from CUSTOMER'S computer(s), server(s) and virtual storage device(s) (including its employees, contractors, agents, councilors and representatives devices);
 - (c) Return the SOFTWARE and accompanying documentation including all back up and archived copies to MUNIWARE, and;
 - (d) Furnish to MUNIWARE a certificate signed by an authorized signing officer who certifies that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the SOFTWARE have been destroyed.
- 7.6 The provisions of Sections 3, 5, 6, 7, and 8 hereof shall survive any termination of this agreement.

8. LIABILITY, WARRANTY DISCLAIMER, INDEMNIFICATION:

- 8.1. The SOFTWARE is furnished "AS-IS" and MUNIWARE shall not be liable for any monetary damages whatsoever with respect to CUSTOMER'S use of the SOFTWARE hereunder, nor shall MUNIWARE be liable for any special indirect, incidental or consequential damages arising out of the licensed rights granted in this agreement, even if MUNIWARE is advised of such damages. The entire risk as to the results and performance of the SOFTWARE is assumed by CUSTOMER.
- 8.2. The SOFTWARE is licensed to CUSTOMER without any warranties whatsoever whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE except as expressly stated herein. No representative of MUNIWARE has been authorized to make any representation, warranty, or promise not contained herein.
- 8.3. MUNIWARE warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for a period of 30 days from the date hereof. MUNIWARE'S liability and CUSTOMER'S exclusive remedy shall be the replacement of the SOFTWARE if the media on which the SOFTWARE is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of the SOFTWARE will be warranted for the remainder of the original 30-day warranty period.
- 8.4. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.

9.0 NOTICES

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

(62)

10.0 MANDATORY TRAINING

- 10.1 In order to ensure the integrity and proper use of the SOFTWARE, CUSTOMER acknowledges and agrees that the license granted hereunder for the SOFTWARE shall include mandatory training for each module licensed as DETAILED by MUNIWARE in the accepted quotation, or for subsequent modules licensed in the future that form part of the SOFTWARE.
- 10.2 Notwithstanding the foregoing, at the request of the CUSTOMER, MUNIWARE may, at its sole and unfettered discretion, waive the requirement for mandatory training for personnel, or subsequent licensed modules, on a case by case basis, and provided that such waiver must be expressly granted by MUNIWARE in writing.
- 10.3 In the event that the requirement for mandatory training is waived by MUNIWARE for client personnel, all forthcoming support tickets from that employee that are not related to a software issue and are further deemed to be of a training nature, will be regarded as billable incidents and billed to the nearest fifteen (15) minutes at MUNIWARE'S current support rates.
- 10.4 CUSTOMER acknowledges and agrees that all required training shall be performed by MUNIWARE except where MUNIWARE has expressly consented, in writing, to the training by and of third parties.

11.0 ENTIRE AGREEMENT

Other than as set out in the SOFTWARE SUPPORT AGREEMENT, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof.

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta, Canada.

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

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting

Name

CEO, Director of Operations

Title

October 28, 2020

Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature. This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER or associated with the operations of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



Development Services
for
Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

October 8, 2020

File: 20DP09-24

Cathy Evans
Kalos Couture
Box 535
Alberta Beach, AB T0E 0A0

**Re: Development Permit Application No. 20DP09-24
Plan 6288 BZ, Block 2, Lot 1-3 : 4917 – 50 Street (the "Lands")
C1 – Commercial- Office, Retail & Service District : Town of Onoway**

APPROVAL OF DEVELOPMENT PERMIT

You are hereby notified that your application for a development permit with regard to the following:

**OPERATION OF A RETAIL CLOTHING SALES BUSINESS
KALOS COUTURE**

has been **APPROVED** subject to the following conditions:

- 1- All municipal taxes must be paid.
- 2- The applicant shall display for no less than twenty-one (21) days after the permit is issued, in a conspicuous place on the site or on streets abutting the site, the enclosed notice.
- 3- The applicants shall obtain and comply with the requirements, where applicable, from the appropriate authority, permits relating to building, electricity, plumbing and drainage, and all other permits required in connection with the proposed development. Copies of all permits shall be submitted to the Town of Onoway for review.
- 4- Arrangements, satisfactory to the Development Authority, must be in place to provide sanitary facilities for the contractors working on the site.
- 5- The applicants shall be financially responsible during construction for any damage by the applicant, his servants, his suppliers, agents or contractors, to any public or private property.
- 6- That all improvements shall be completed within twelve (12) months of the effective date of the permit.
- 7- The improvements take place in accordance with the plans and sketches submitted as part of the permit application, including:

FASCIA SIGN:

Mounted securely to the front face of the Principal Building.



Development Services


for

Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

- 8- Two (2) parking spaces shall be provided, conforming to the requirements of Section 259 Off-Street Parking of the Town of Onoway Land Use Bylaw 712-13, to the satisfaction of the Development Authority.
- 9- The site and improvements thereon shall be maintained in a clean and tidy condition during construction, free from rubbish and debris. Receptacles for the purpose of disposing of rubbish and debris shall be provided to prevent scatter of debris and rubbish.
- 10- No person shall keep or permit to be kept in any part of a yard any excavation, storage or piling of materials required during the construction stage unless all necessary safety measures are undertaken. The owner of such materials or excavation must assume full responsibility to ensure the situation does not prevail any longer than reasonably necessary to complete a particular stage of construction.

Should you have any questions please contact this office at (780) 718-5479.

Date Application Deemed Complete	October 8, 2020
Date of Decision	October 8, 2020
Effective Date of Permit	November 6, 2020
Signature of Development Officer	

Tony Sonnleitner, Development Officer for the Town of Onoway
cc Wendy Wildman, CAO, Town of Onoway
cc Inspections Group Inc.

Note: An appeal of any of the conditions of approval may be made to the Subdivision and Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either personally or by mail so as to reach the Clerk of the Subdivision and Development Appeal Board no later than twenty-one (21) days after the notice of decision. The appeal should be directed to this office at:

Town of Onoway
Box 540
Onoway, AB T0E 1V0

and should include a statement of the grounds for the appeal and have attached an Appeal fee in the amount of \$150.00.

66



Development Services
for
Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

NOTE:

1. *The issuance of a Development Permit in accordance with the notice of decision is subject to the condition that it does not become effective until twenty-nine (29) days after the date of the order, decisions or development permit is issued.*
2. *The Land Use Bylaw provides that any person claiming to be affected by a decision of the Development Officer may appeal to the Development Appeal Board by serving written notice of appeal to the Clerk of the Subdivision and Development Appeal Board within twenty-one (21) days after notice of the decision is given.*
3. *A permit issued in accordance with the notice of the decision is valid for a period of twelve (12) months from the date of issue. If at the expiry of this period, the development has not been commenced or carried out with reasonable diligence, this permit shall be null and void.*

IMPORTANT NOTES

1. *Any development proceeded with prior to the expiry of the appeal period is done solely at the risk of the Applicant even though an application for Development has been approved and a Development Permit has been issued. The period allowed for an appeal to be filed is twenty-one (21) days after a development permit is issued.*
2. *Any person claiming to be affected by a decision regarding an application for a development permit may appeal by serving written notice to the Clerk of the Development Appeal Board within twenty-one (21) days after a development permit or notice of decision was issued.*
3. *This Development Permit is valid for a period of 12 months from the date it was issued, or the date of an approval order being granted by the Development Appeal Board. If at the expiry of this period, the development has not been commenced or carried out with reasonable diligence, the permit becomes invalid unless an extension has been granted by the Development Officer.*
4. *The applicant is reminded that compliance with this Permit requires compliance with all conditions affixed thereto.*
5. *A development permit is an authorization for development under the Land Use Bylaw; but is not an approval under any other regulations that may be applicable.*
6. ***In the interest of public safety and as required by the Safety Codes Act construction projects must be covered by the appropriate permits prior to commencement of construction (Demolition, Building, Electrical, Gas, Plumbing, Private Sewage, and Water). The issuance of these permits is under the jurisdiction of Agencies Authorized by Alberta Municipal Affairs to Issue Permits and Provide Compliance Monitoring.***



Development Services
for
Town of Onoway

Box 2945, Stony Plain, AB., T7Z 1Y4, Phone (780) 718-5479 Fax (866) 363-3342
Email: pcm1@telusplanet.net

Within the municipal limits of the Town of Onoway, the authorized agency is Inspections Group Inc., and may be contacted at

Edmonton:
12010 - 111 Ave.
Edmonton, Alberta T5G 0E6

Phone: (780) 454-5048
Fax: (780) 454-5222
Toll-Free: (866) 554-5048
Toll-Free Fax: (866) 454-5222
Email: questions@inspectionsgroup.com

7. *Development in proximity to gaslines, other pipelines, powerlines, or telephone lines require approvals from: The Gas Protection Branch - Alberta Labour, Alberta Energy Resources Conservation Board, Alberta Utilities and Telecommunications.*
8. *All plans submitted for the construction, or alteration, of a commercial or industrial building as specified under the Alberta Architects Act, shall be authorized by a registered architect or a professional engineer.*



Public Notice

**DEVELOPMENT APPLICATION NUMBER: 20DP09-24
APPROVAL OF DEVELOPMENT PERMIT**

An application for a development permit, for this property, Plan 6288 BZ, Block 2; Lot 1-3 : 4917 – 50 Street with regard to the following:

OPERATION OF A RETAIL CLOTHING SALES BUSINESS KALOS COUTURE

has been **CONDITIONALLY APPROVED** by the Development Officer.

Any person who objects to the proposed use of the parcel may deliver to the Clerk of the Subdivision and Development Appeal Board a written statement of their objection to such use indicating the following:


1. His/ her full name and mailing address, for the delivery of any notices to be given with respect of the objection; and
2. The reasons for his/her objection to the proposed use.

The statement must be received by the Clerk of the Subdivision and Development Appeal Board by no later than **4:30 pm on October 31, 2020**.

Statements of concern with regard to this development permit should be addressed to:

Town of Onoway
Box 540
Onoway, Alberta, T0E 1V0
Attention: Clerk of the Subdivision and Development Appeal Board

Should you have any questions please contact the Development Officer at (780) 718-5479

Date Application Deemed Complete	October 8, 2020
Date of Decision	_____
Effective Date of Permit	October 8, 2020
Signature of Development Officer	November 6, 2020
	 _____

Note: This permit does not come into effect until twenty-nine (29) days after the date of issuance.

Note: Any development undertaken prior to the expiry of the appeal period is done solely at the risk of the applicant. The period allowed for an appeal to be filed is twenty-one (21) days after a development permit has been issued.

Note: This permit is valid for a period of twelve (12) months from the date of issue. If at the expiry date of this period the development has not been commenced and carried out with reasonable diligence, this permit shall be null and void.

THIS IS NOT A BUILDING PERMIT